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

Request for Qualifications (RFQ)

For

Real Estate Appraisal Services

October 12, 2026

RFP Number: **RFP 26-101725-34**

Due Date: **November 12, 2026**

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

NIGP Commodity Code(s): 918-14 and 946-15

ADVERTISEMENT FOR REQUEST FOR PROPOSALS

The Atlanta Independent School System (hereinafter, "Atlanta Public Schools" or "APS") is requesting vendors to submit a proposal to provide real estate appraisal services.

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, online bids shall be presented in accordance with the instructions of this solicitation and within the timeframe specified. It shall be the responsibility of the selected offeror to meet all specifications and guidelines set forth herein. Atlanta Public Schools, at its discretion, determines the criteria and process whereby bids are evaluated and awarded. No damages shall be recoverable by any challenger as a result of these determinations or decisions by Atlanta Public Schools.

If you are unable to download these documents, you may contact the assigned procurement coordinator, Brent Bailey, at (404) 802-2898 or bbailey@atlanta.k12.ga.us

A Pre-Proposal Conference will be **held via a virtual meeting on October 20, 2026 at 11:00 AM Eastern Time (US and Canada). Participation is not mandatory but strongly encouraged.**

Microsoft Teams meeting
Join: https://teams.microsoft.com/meet/212106443940300?p=vZK7fBpxLhIwu3eYpS
Meeting ID: 212 106 443 940 300
Passcode: Qr2Ci9Jw
All questions or requests for clarification must be sent via Bonfire under Message - Opportunity Q&A: https://aps.bonfirehub.com/projectDrafts/258071/details

All addendums related to this solicitation will be posted on the Bonfire website at https://aps.bonfirehub.com/projectDrafts/258071/details
It is the offeror's responsibility to check the Bonfire website for any addendums, responses to offeror questions, or other communications related to this solicitation.

Proposals shall be submitted online at
https://aps.bonfirehub.com/projectDrafts/258071/details
The Office of Procurement Services will only Proposals submitted online. **Submissions are due no later than Tuesday, November 10, 2026, at 11:00 AM, ET.**

APS will ***only*** accept online submissions for Proposals. Proposals can be submitted online at https://aps.bonfirehub.com/projectDrafts/258071/details
Proposals submitted after the solicitation close date will not be accepted. Note: Any proposal submitted in any other format (email, paper, fax, mail, etc.) will not be accepted for any reason.

TENTATIVE TIMELINE

10/12/2026	Release RFQ
10/20/2026	Pre-Proposal conference, 11 a.m. ET
10/23/2026	Deadline for written questions, 2:00 p.m., ET
10/29/2026	Response to questions to be posted to Bonfire
11/12/2026	RFP due online at Bonfire by 11:00 a.m., ET
11/11/2026	Administrative Review
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1.0 INTRODUCTION

1.1 To be entitled to consideration, statements of qualification shall be submitted online at https://aps.bonfirehub.com/projectDrafts/258071/details.
The Office of Procurement Services will only accept statements of qualification submitted online. Submissions are **due Day and Date, at 11:00 a.m. ET** on the date outlined in the solicitation (as determined by the time stamp clock when submitted online).

1.2 Statements of qualification can be submitted online at: https://aps.bonfirehub.com/projectDrafts/258071/details
Proposals submitted after the solicitation close date will not be accepted. Note: Any statement of qualification submitted in any other format (email, paper, fax, mail, etc.) will not be accepted for any reason.

1.3 PURPOSE

1.4 BACKGROUND

The Atlanta Independent School System (hereinafter, "Atlanta Public Schools" or "APS") is requesting vendors to submit a bid for Real Estate Appraisal services.

1.4.1 Atlanta Public Schools operates approximately eighty-three (83) school sites, nine (9) administrative sites (special programs, administrative offices, two transportation centers, warehouses, storage facilities, etc.), three (3) stadiums and an inventory of discontinued facilities. There are approximately 11 million square feet of buildings, 7 million square feet of roofing and approximately 1,100 acres of land. Approximately two-thirds of the facilities have been renovated and were built within the past eleven years.

1.4.2 Atlanta Public Schools is in the process of updating its educational facilities via major capital construction program and a capital maintenance program to ensure a safe and conducive learning environments for its children and adequate programming spaces in support of all planned instructional spaces. This will provide direct support to the children, teachers and administrators and will allow the district to maintain the confidence of its parents.

1.5 CONTRACT TERM

The first 1 year of the contract will commence upon contract execution. The contract will include an option for up to four (4) additional one (1)- year contract renewals, if agreed upon by both Atlanta Public Schools and the vendor.

1.6 AWARD

1.6.1 It is the intent to award a contract to a primary and an alternate offeror. If the primary offeror cannot fulfill the contract requirements, the alternate offeror will be required to complete the contract. APS reserves the right to make multiple awards, based on experience and qualifications, if it is deemed to be in the district's best interest. APS reserves the right to negotiate with the highest-ranked proposer regarding proposal scope, quality, price, and any other issues it considers relevant to the awarded performance of the services.

1.6.2 If awarded to multiple offerors, the contract will be utilized by distributing service needs based on factors such as offeror capacity, geographic coverage, pricing, and specific expertise. This approach ensures flexibility, maintains competitive service quality, and allows us to allocate work efficiently across offerors to best meet our security requirements.

2.0 SCOPE OF WORK

Atlanta Public Schools is seeking qualifications from qualified vendors for Real Estate Appraisal Services. This scope of services for real estate appraisal services for Atlanta Public School Facilities will be requested on an as-needed basis and may include but not limited to the following:

2.1. Provide market value assessments of varies types of properties for the following:

a. Sale or Purchase of all types of property and land;
b. Temporary, Permanent, Utility, and Access Easements (not limited to ones described);
c. Historical value of properties; Ground leases; and
d. Condemnation procedures.

2.1.1. Appraisal review of appraisals from other sources;
2.1.2. Provide comparables for land values in a neighborhood;
2.1.3 Summary appraisal report; and self-contained appraisal report.

2.2. Assignments will be on an as-needed basis. The vendor shall not commence any service until advised by the authorized APS representative.

2.3. Appraisal services shall be performed in accordance with the Uniform Standards or Professional Appraisal Practice (USPAP) promulgated by the Appraisal Standards

Board of the Appraisal Foundation; (USPAP) and current State of Georgia statutes, codes, rules and regulations.

2.4. All appraisal services are to be performed by an appraiser licensed and certified in accordance to the Georgia Appraiser Licensing and Certification Board.

2.5. **Self-Contained Appraisal Reports and Summary Appraisal Reports**

All appraisal reports shall be delivered to the district within the agreed upon schedule after authorization to proceed. All reports shall be based on the Uniform Standards of Professional Appraisal Practice (USPAP) as amended and shall include the following:

2.5.1. Appraisal Type-The appraisal report shall indicate whether it is a Complete Self-Contained or Summary Appraisal Report (whichever the district requests) and that it is performed in compliance with the most current edition of the Uniform Standards of Professional Appraisal Practice, as amended.

2.5.2. Subject Property-The appraisal shall be performed specifically to value the property and property rights and shall include at a minimum:

2.5.2.1. A tax map of the subject property;

2.5.2.2. A location map of the subject property;

2.5.2.3 A legal description of the subject property;

2.5.2.4. Photographs of the subject property; and

2.5.2.5. Specific information regarding and future developments within a three (3) mile radius of the subject property.

2.5.3. Limitations

2.5.3.1. The impact of the existence or lack of a permanent access right-of-way to the subject property and its impact on value shall be described in the report.

2.5.3.2. Legal limitations of the subject property and comparable sales, including but not limited to local land use regulations and easements (conservation or otherwise), shall be described and incorporated into the report.

2.5.3.3. Physical limitations of the subject property and comparable sales, including but not limited to soils and topography, shall be described and incorporated into the report.

2.5.4. Maps

2.5.4.1. The subject property and comparable sales shall be displayed and identified on a locator map.

2.5.4.2. If the valuation conclusion is based on potential future development ither than permitted by right, or future development that is not consistent with the general soils characteristics of the subject, an approved subdivision plan map that represents the basics for the proposed development plan shall be included.

2.5.5. Valuation

2.5.5.1. The valuation shall be of the fee simple interest of the subject property.

2.5.5.2. The valuation shall be for the purpose of property acquisition by the district unless otherwise instructed.

2.5.5.3. The appraisal value shall not be based on speculative development potential or hypothetical development scenarios. The appraisal value shall be based on the subject property's existing development rights and status (unimproved or improved with roads and utilities; approved for subdivision or not approved for subdivision , etc.).

2.5.5.4. The valuation shall include any application currently submitted or approved by Fulton County on the parcel itself along with the adjacent parcels within a three (3) mile radius of the subject property.

2.6 Comparables

A minimum of five (5) comparables must be provided with each property appraisal utilizing the comparable sales approach.

3.0 UTILIZING QUALIFFIED POOLS

This RFQu process will result in a pool of qualified firms for real estate appraisal Services.

3.1.1. A request for quote will be sent to pre-qualified appraisers via email for individual Real Estate Appraisal services projects.

3.1.2. Real Estate Appraisers must provide a written quote that includes a work

plan, timeline and cost for each individual project on an as needed basis.

3.1.3. Site visits will be conducted for each Real Estate Appraisal project.

3.1.4. APS Facilities may accept the work plan; timeline and cost submitted or decide not to move forward with the project.

3.1.5. APS Facilities may at times issue a revised wok plan and timeline. For each occurrence, APS will provide a quote form and timeline during the site visit.

3.1.6. Real Estate Appraiser shall have a local company representative available to meet with a designated APS representative at the job site within forty-eight (48) hours of notification for assigned project.

3.1.7. Prior to the start of each project, the awarded real estate appraiser must participate in an on-site meeting with the project manager and or the principal/site administrator to review the requirements, expectations and the scope.

4.0 **GENERAL REQUIREMENTS**

4.1. All work conducted must be in accordance with all local, state and federal guidelines.

4.2. Contractor Conduct

4.2.1. The Contractor's employees are expected to exhibit professional courteous conduct and an appropriate appearance at all times. Any conduct or appearance deemed inappropriate by an APS representative will be grounds for removal from APS Property.

4.2.2. Contractor employees are to be respectful to faculty, students and visitors; these employees are prohibited from fraternizing with these groups. Flirtatious behavior, soliciting monies, names, addresses and other such inquiries will be cause for the employee to be removed from the premises.

4.2.3. Also, radios or audible music are not allowed at worksites. Contractor shall assign the required staff to each location to be serviced.

4.3. Lost/Damaged APS Property

4.3.1. The Contractor shall be responsible for repairing or replacing, to the satisfaction of APS, any damage caused by any willful or negligent act of its employees. The Contractor 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.

4.3.2. If APS incurs any costs due to illegal or inappropriate conduct by the Contractor's employees, the appraiser will reimburse APS for such costs such costs shall include, but are not limited to the following:

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

4.3.3. APS reserves the right (in its sole discretion) to remove Contractor from site based on the severity of the acts committed by the Contractor's staff.

4.4. Additional APS Requirements for working on APS Property

4.4.1. Standard business hours are 7:00 a.m. EST to 5:00 p.m. EST unless Otherwise indicated herein.
4.4.2. No work shall be performed in an area where children are present or may be later in the day unless otherwise indicated herein.
4.4.3. All areas of work shall be left in a clean condition and all debris shall be removed daily and upon completion of service.
4.4.4. APS is a tobacco free environment, tobacco use is prohibited on all APS Properties.

4.5 Real Estate Appraiser agrees to and shall extend all of the same pricing, terms and conditions quoted to Atlanta Public Schools (APS), to all APS authorized charter schools through a separate legal agreement with the charter school (with the expectation that payment and coordination of services will be worked out individually between the real estate appraiser and the respective charter school). While charter schools are separate legal entities from APS, they do serve APS students and are a part of the APS school district.

5.0 SUBMISSION REQUIRMENTS

5.1 Qualifications shall be submitted online via the following link: https://aps.bonfirehub.com/projectDrafts/258071/details

5.2. ALL forms as listed on the OFFEROR'S AFFIRMATION page MUST be completed. Failure to answer all questions or submit all forms as listed in section 5 of the Offer's Affirmation will result in your proposal being deemed non-responsive.

5.3. Any qualifications received online after the designated time and date due will not be considered by APS. APS will only accept online submissions for this RFQ. Qualifications can be submitted online at: https://aps.bonfirehub.com/projectDrafts/258071/details

Proposals close date will not be accepted. Note: Any proposal submitted in any other format (email, paper, fax, mail, etc.) will not be accepted for any reason.

5.4. Qualifications cannot be withdrawn after they have been submitted online unless offeror makes a request in writing to the Executive Director of Purchasing and Warehouse Operations Services prior to the time set for receiving bids, or unless the Executive Director of Purchasing and Warehouse Operations Services fails to accept or reject the bids within one hundred and twenty (120) days after the date fixed for receiving said proposals.

5.5. Qualifications 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 Executive Director of Purchasing and Warehouse Operations Services. APS shall not be liable for any costs associated or incurred by offeror in conjunction with preparation of solicitation responses.

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

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

5.8. Failure to provide an online submission with correct information listed may result in rejection of the qualification. If further information is required to demonstrate responsibility such as providing copies of licenses or permits, APS reserves the right to notify the Offeror, in writing and give five (5) days from notification to supply such information.

5.9. Offeror shall submit online qualification with a response that fully answers each

question list on the online submission. Failure to answer all questions may result in the proposal being deemed non-responsive. Offeror must reference each section as listed below.

6.0 EVALUATION CRITERIA

6.1. **Company Qualifications and Experience**

6.1.1. Provide a brief history of the company including the number of years in business providing real estate appraisal services.

6.1.2. Provide resumes which shall include qualifications, certifications, education and responsibilities of staff expected to be assigned to projects including:

a. Length of time performing appraisals in Fulton County;
b. Areas of Specialty/Concentration; and
c. Education, Licensure, Training and Experience.

6.1.3. Provide evidence that the appraiser(s) is a member in good standing with the Georgia Appraiser :Licensing and Certification Board and must be certified and licensed under the State of Georgia. Provide a copy of the required appraiser license or certification.

6.1.4.Provide copies current licenses/certification indicating that shall has the following designations making them eligible to operate in the State of Georgia:

a. General Appraiser (MAI);
b. Certified General Appraiser; and
c. Licensed Residential Appraiser, or equivalent certification/license.

6.1.5. Provide the firms qualifications and experience preparing both Complete Self-Contained and Summary Appraisal Reports in compliance with the most current edition of the Uniform Standards of Professional Appraisal Practice, as amended for the purpose of land acquisition in Georgia, and preferably in Fulton County.

6.1.6. Provide a statement outlining your company's condemnation experience.

6.1.7. Provide a statement of your company's experience showing the number of court cases in which you appeared in court in the capacity of an expert witness.

6.1.8. Provide a statement depicting your company's experience dealing with right of way issues.

6.1.9. Provide any arbitration and/or litigation that your company is currently

involved in for any reason and, please provide details.

6.2. **Methodology/Operations**

6.2.1. Please provide your real estate appraisal services reporting methods that includes the following:

a. Appraisal type;
b. Subject Property;
c. Use Limitation;
d. Maps;
e. Valuation; and
f. Comparables.

6.2.2. Please provide your methods in dealing with properties suspected of possible environmental contamination. Please provide a narrative that includes all steps take, either to confirm or dispel the suspicion and the recommendation of property utilization.

6.2.3. Please provide a detailed plan if faced with right of way issues.

7.0 EVALUATION

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

7.2 An APS evaluation committee will evaluate each statement of qualification deemed responsive. APS, at its sole discretion, determines the criteria and process for assessing and awarding statements of qualification. No damages shall be recoverable by any challenger as a result of the determinations or decisions by APS.

7.3 Procurement Services reserves the right during the evaluation process to contact offerors who submit statements of qualification and request additional information or clarification necessary to complete the evaluation.

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

7.5 Statements of qualification will be evaluated on the following criteria:

Criteria	Points Possible
Company Qualifications and Experience	50
Methodology and Approach	50
Total	**100**

8.0 ADDITIONAL REQUIREMENTS

8.1 All responses submitted become the property of APS and are subject to applicable open records policies and laws.

8.2 Statements of qualification cannot be withdrawn after they are submitted to APS unless the offeror requests in writing to the Executive Director of Procurement Services before the time set for receiving the statement of qualification or unless the Executive Director of Procurement Services fails to accept or reject the statement of qualification within one hundred and twenty (120) days after the due date of the statement of qualification.

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

8.4 APS reserves the right to waive any minor informality or error in the solicitation or offeror's statement of qualification that will not adversely affect competition.

8.5 By submitting a response, the offeror certifies that this statement of qualification is made without prior understanding, agreement, or connection with any corporation, company, or person submitting a statement of qualification 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 the 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 statement of qualification is duly authorized to bid on behalf of the offeror.

8.6 Failure to provide an online submission with correct information may result in the rejection of the statement of qualification. If further information is required to demonstrate responsibility, such as providing copies of licenses or permits,

certificates, etc., the offeror will be notified, in writing, and given five (5) days from notification to supply such information.

8.7 After the closing date and time, Procurement Services will conduct an administrative review of all statements of qualification received to determine responsiveness. Statements of qualification that are deemed to be responsive will be evaluated. Statements of qualification that are deemed to be non-responsive will not be evaluated or considered for the award.

9.0 CONTRACT REQUIREMENTS

9.1 All work conducted must be in accordance with all local, state, and federal guidelines.

9.2 CONTRACT EXCEPTIONS:

The terms and conditions in this solicitation constitute the contract terms proposed by APS. APS does not intend to make changes to those terms and conditions unless it is necessary to clarify the scope of work and/or technical requirements. For any exceptions to be considered by APS, you must submit your exception request as a question through the Bonfire System by the question due date as noted in the Scope of Work.

9.3 WMBE OUTREACH EFFORTS:

The Atlanta Public Schools' Equity and Social Justice Supplier Diversity efforts aim to eliminate discrimination against businesses based on race, national origin, and gender. You may access the Atlanta Public Schools' Equity Policy by clicking the link below:

Atlanta Public Schools' Equity Policy

If your firm plans to use subcontractors for this project, the following organizations may help with identifying qualified Minority and female-owned firms:

GMSDC
NAMC
The National Association of Women in Construction
National Association of Black Women in Construction
City of Atlanta Supplier Diversity

9.4 Vendor Conduct

9.4.1 Vendor's employees are expected to exhibit professional, courteous conduct and an appropriate appearance at all times. Any conduct or appearance deemed inappropriate by an APS representative will be grounds for removal from APS property.

9.4.2 Vendor's employees are to be respectful to faculty, students, and visitors; these employees are prohibited from fraternizing with these groups. Flirtatious behavior, soliciting monies, names, addresses, and other such inquiries will cause the employee to be removed from the premises.

9.4.3 Also, radio or audible music are not allowed at worksites. Vendors shall assign the required staff to each location to be serviced to ensure the work can be conducted quickly and efficiently.

9.5 Lost/Damaged APS property

9.5.1 The vendor shall be responsible for repairing or replacing, to the satisfaction of APS, any damage caused by any willful or negligent act of its employees. The Contractor is also liable for any theft proven to be either committed by its employees or made possible by the willful or negligent action of its employees.

9.5.2 If APS incurs any costs due to illegal or inappropriate conduct by the Contractor's employees, the contractor will reimburse APS for such costs which shall include, but are not limited to, the following:

9.5.3 Re-keying or restoring of locks; Service charges levied by security alarm Contractors, law enforcement agencies, or security companies in response to false alarms.

9.5.4 Payments to law enforcement agencies or security companies for investigations of conduct that proves an employee's inappropriate or illegal conduct.

9.5.5 Replacement costs of items missing or damaged, due to the employee's conduct.

9.5.6 APS reserves the right (in its sole discretion) to remove the Contractor from the site based on the severity of the acts committed by the Contractor's staff.

9.6 Additional APS Requirements for working on APS property

9.6.1 Standard business hours are 7:00 a.m. EST to 5:00 p.m. EST unless otherwise indicated herein or required by the work being conducted regarding the scope of services.

9.6.2 No work shall be performed in an area where children are present.

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

9.6.4 APS is a tobacco-free environment; tobacco use is prohibited on all APS properties.

9.7 Vendor/Contractor Requirements:

9.7.1 APS policy requires that all contractors and 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 $45 fee (plus a service fee) for background checks.

9.7.2 This may be paid in advance using our online payment option: (https://www.atlantapublicschools.us/domain/15266).

9.7.3 Please keep your digital receipt for your records and proof of payment. 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.

9.8 Use of Subcontractors:

9.8.1 If subcontractors will be used in the performance of this contract, the contractor must complete and submit with its response the Primary Contractor/Subcontractor
Utilization form.

9.8.2 The contractor shall not assign any duties to perform services nor to provide goods to APS under this contract to a subcontractor that is not listed in the contractor's response to this solicitation.

9.8.3 If a subcontractor is removed from the contract at any time during the term, the contractor must notify APS Procurement Services in writing with the name of the subcontractor, the reason for removal, and the effective date.

9.8.4 If the contractor desires to add a subcontractor at any time during the term of the contract, the contractor must submit to APS Procurement Services in writing the following information on the subcontractor: company name, address, telephone and fax number, and the service they will be providing and proposed effective date. Subcontractors may not begin providing service until approved by APS.

9.8.5 The contractor is responsible for ensuring that all subcontractors who provide goods or services under this contract comply with the terms and conditions of the contract.

9.8.6 The contractor shall give APS immediate notice in writing of any claim, action, or suit filed against the contractor by any subcontractor.

9.8.7 APS reserves the right to require that a subcontractor be removed from the contract.

9.9 The contractor must complete and submit with their statement of qualification the applicable documentation related to Georgia House Bill 87 (commonly known as the "Illegal Immigration Reform and Enforcement Act of 2011").

9.9.1. Information on Georgia House Bill 87 may be viewed on the APS website at: https://www.atlantapublicschool.us/Page/22476

9.9.2. Failure to provide the required Georgia House Bill 87 documentation may result in the offeror's response to the solicitation being deemed non-responsive and ineligible for evaluation.

9.9.3. The Atlanta Board of Education desires that the Atlanta Public Schools operate in the most ethical and conscientious manner possible. Employees are expected to not only avoid any direct conflict of interest but also to avoid even the appearance of impropriety. In an effort to comply with Board policy and to ensure that our relationship with contractors is above reproach, contractors are prohibited from giving any APS employee any gift, favor, loan, reward, political contribution, gratuity, entertainment, transportation, lodging, or meal except those of nominal value (less than $50.00), which must be disclosed to the immediate supervisor and the Department of Internal Auditing. Advertising items and instructional products that are widely distributed may be accepted. (Refer to Policy GAG and GAJB - https://www.atlantapublicschools.us/Domain/3944).

9.9.4. All contractors who desire to do business with APS as an awarded contractor shall be required to comply with Board policy GAG, Staff Conflict of Interest. All awarded contractors to APS solicitations shall

provide persons with equal opportunity without regard to race, color, sex, religion, national origin, marital status, sexual orientation, age, or disability.

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

9.9.6. APS policy requires that all vendors providing services on APS premises be fingerprinted and submit to a criminal record check initiated by APS before providing services to APS. There is a $45 fee (plus a service fee) for background checks. This may be paid in advance using our online payment option: Background Check Payment Online. Please keep your digital receipt for your records and proof of payment. 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.

9.9.7. The contractor agrees to and shall extend all of the same pricing, terms, and conditions quoted to Atlanta Public Schools (APS), to all APS-authorized charter schools through a separate legal agreement with the charter school (with the expectation that payment and coordination of services will be worked out individually between the contractor and the respective charter school). While charter schools are separate legal entities from APS, they do serve APS students and are a part of the APS School District.

9.9.8. The vendor must have proven experience in providing the goods specified in this bid.

9.9.9. The vendor must have adequate equipment, qualified personnel, and the financial ability to provide the services specified in this bid.

10.0 GENERAL TERMS AND CONDITIONS

By submitting a response to this request, the offeror accepts the responsibility of reading, understanding, and abiding by the General Terms and Conditions below:

10.1 **FACILITY SERVICES**

The facility services for which the work will be executed is Atlanta Independent School System (hereinafter “APS”, “District”, or the “Board”).

10.2 PURCHASING POLICY

10.2.1 The APS Purchasing Policy, Procedures, and Regulations are incorporated in this solicitation (and, therefore, any contract awarded as a result of this solicitation) by reference. By participating in this solicitation, the Offeror agrees to be bound by the APS Purchasing Policy, Procedures, and Regulations in any issue or action related to this solicitation or subsequent contract resulting from this solicitation.

10.2.2 Addendum(s) issued in writing during the time of solicitation will be incorporated in the subsequent contract. No oral interpretations will be made to the offeror as to the meaning of solicitation documents. Requests for such interpretations shall be made in writing to the Executive Director of Procurement Services not later than seven (7) days prior to the time for receiving bids, and failure on the part of the successful vendor to submit a written request for interpretation shall not relieve them of the obligation to execute such work in accordance with a later interpretation by the APS.

10.2.3 All interpretations made to the offerors shall be made in the form of an addendum to the solicitation documents and sent to all who have obtained these solicitation documents from the APS Procurement Services Department. If solicitation documents were obtained via the APS website, review the website for any addendum(s) up until the date and time the bid is due.

10.2.4 It is the offeror’s responsibility to check Bonfire for any addendums, responses to vendor questions, or other communications regarding the solicitation.

10.3 VENDOR ELIGIBILITY AND FORMAL SOLICITATION INFORMATION

10.3.1 Vendor Registration

If the offeror/contractor is awarded a contract under this solicitation, in order to do business with APS, an offeror/contractor must first register with the District. The offeror/contractor must complete and submit an electronic application to Procurement Services.

The application is available at https://b2gnow.gob2g.com/?TN=APS.

The application process can take 5-7 business days to complete. Once the application has been processed, the offeror/contractor will be assigned an offeror/contractor number. Offerors/contractors are responsible for notifying Procurement Services of any changes in company or company contact information.

10.3.2 Eligibility

Because APS is committed to awarding contracts to responsible parties, entities listed on the United States Government's System for Award Management (sam.gov) that have an active exclusion will not be eligible for a contract award.

10.3.3 Formal Solicitations

Under board policy DJEA, a formal solicitation is required for all purchases and contracts that exceed $50,000. All formal solicitations must be conducted by the Procurement Service Department. All contracts with a total value over $100,000 require board approval.

All formal solicitations are advertised on:

(1) Bonfire website at https://aps.bonfirehub.com/portal/?tab=openOpportunities

(2) Georgia Procurement Registry at http://ssl.doas.state.ga.us/PRSapp/PR_login.jsp

Vendors are encouraged to visit the APS website periodically to view outstanding solicitations and register as a supplier with the Georgia Procurement Registry.

10.4 INDEMNIFICATION

The vendor shall indemnify, hold harmless, and defend the Board, its agents, servants, and employees from and against any and all claims, liability, losses, charges, expenses (including attorney fees), and/or cause of action, which may arise from any negligent act or omission of the vendor, its agents, servants, or employees in the performance of services under this contract.

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

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 official immunity from any liability or damages asserted against it by any natural person or entities created by law.

10.5 INSURANCE

Upon receipt of Intent to Award, the vendor shall provide a current certificate of insurance as required within five (5) days after notification issued by the APS Procurement Services Department.

10.5.1 The following general insurance requirements apply to any and all work under this contract by all vendors and subcontractors of any tier.

10.5.2 The Vendor shall provide a current certificate of insurance as required within five (5) days after notification is issued by the APS Procurement Services Department.

10.5.3 All insurance required by this Agreement shall be maintained during the entire length of this Agreement, including any extensions thereto, and until all work has been completed to the satisfaction of the APS. All insurance must be on an occurrence basis unless otherwise specified.

10.5.4 Policies written on a "claims made" basis (typically, cyber, professional liability, and pollution liability) shall include the following provisions:

10.5.5 The retroactive date must be shown on the certificate of insurance.

10.5.6 Insurance must be maintained for at least two (2) years after completion of the work and/or Agreement.

10.5.7 Coverage is canceled or non-renewed after the work has been completed and/or the Agreement has ended. The Vendor must purchase the extended reporting period for at least two (2) years.

10.5.8 The Vendor or any of its subcontractors shall not commence work under the Agreement until all insurance requirements have been complied with and until evidence of all insurance requirements in each contract with each subcontractor of any tier is provided, and the Vendor shall require the same to comply with all such requirements.

10.5.9 APS does not represent that coverage, and limits will necessarily be adequate to protect the Vendor. Insurance provided by the Vendor shall not limit the Vendor's obligation to indemnify and defend APS for claims or suits which result from or relate to the performance of this contract.

10.5.10 APS shall be covered as an Additional Insured, where applicable, under all insurance required by this Agreement. Confirmation of this shall appear on all certificates of insurance and all applicable policies. The title of the awarded Agreement shall also appear on all applicable policies.

10.5.11 APS shall be given no less than thirty (30) days' notice of cancellation, material change, or nonrenewal of insurance policies required under this Agreement.

10.5.12 Every insurance agent shall warrant when signing the certificate of insurance that she/he is acting as an authorized representative on behalf of the company or companies affording insurance coverage under the Agreement and that she/he is licensed by the State of Georgia to conduct insurance business in the State of Georgia and that the companies affording insurance coverage are currently licensed by the State of Georgia and are currently in good standing with the Commissioner of Insurance for the State of Georgia.

10.5.13 All companies providing insurance required by this Agreement shall 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 Agreement must have a current:

a) Best's Rating not less than A-

b) Best's Financial Size Category not less than Class VII

10.5.14 In the event the Vendor neglects, refuses or fails to provide insurance required by the Agreement, 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 Vendor or APS shall have the right to cancel the Agreement.

10.5.15 All policies shall provide a Waiver of Subrogation in favor of APS.

10.5.16 Worker's Compensation and Employer's Liability Insurance

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

Workers Compensation:

Statutory limit	Employers Liability:
$500,000	Bodily Injury by Accident – Each Accident
$500,000	Bodily Injury by Disease – Each Disease
$500,000	Bodily Injury by Disease – Each Employee

Comprehensive General Liability Insurance

$2,000,000	General Aggregate
$2,000,000	Products & Completed Operations Aggregate
$1,000,000	Each Occurrence
$1,000,000	Personal & Advertising Injury
$500,000	Damages to Premises / Fire Legal
$5,000	Medical Payments

10.5.17 Automobile Liability Insurance

The Vendor 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 except for products or services that are remote. The following extensions of coverage shall be provided and indicated on the certificate of insurance.

Owned, hired, leased, and non-owned vehicles must be covered.
If the Vendor does not own any vehicles in the corporate name, non-owned vehicle coverage shall apply and must be endorsed on either the Vendor's personal automobile policy or the Comprehensive General Liability coverage required under this Agreement.

10.5.18 Umbrella Liability Insurance. The Vendor shall procure and maintain Umbrella Liability Insurance in an amount not less than $1,000,000 per occurrence / $2,000,000 aggregate.

10.6 NON-DISCRIMINATION

The vendor agrees not to discriminate against any person or persons in employment or refuse to continue the employment of any person or persons, because of such person's or persons' race, color, religion, gender, national origin, age, veteran status, disability, familial status or sexual orientation.

10.7 PROTESTS

Written protests relative to the specifications or the solicitation document shall be filed not later than five (5) working days prior to the requested due date. Other written protests shall be filed not later than five (5) working days after the

requested due date, or if the written protest is based on a subsequent action of the APS, not later than five (5) working days after the aggrieved person knows or should have knowledge, of the facts giving rise to the protest. Written protests are considered filed when received by the Executive Director of Procurement Services. Protests that are not filed in a timely manner, as set forth above, will not be considered.

10.8 TAXES

APS is exempt from all state sales tax and federal excise tax. These taxes shall not be included in pricing.

10.9 COMPLIANCE WITH APPLICABLE STATE, FEDERAL, AND LOCAL LAW

The vendor shall, at its own expense, obtain all necessary permits, give all notices, pay all license fees and taxes, and comply with all applicable State, Federal, and local laws, ordinances, rules, and regulations. The vendor shall agree that in the performance of the contract, the vendor will comply with all local agreements which the vendor has made with any association, union, or other entity with respect to wages, salaries, and working conditions, so as not to cause inconvenience, picketing or work stoppage.

10.10 COMMENCEMENT, EXECUTION, AND COMPLETION

The vendor shall commence work under a contract at the time specified in the purchase order or written notice from the Facility Services and shall execute and complete such work with competence, faithfulness, and energy.

10.11 ASSIGNMENT OF CONTRACT

The vendor shall not assign, transfer, delegate, or in any way give its rights, title, or interest therein, or its power to execute such contract to another person, company, or corporation, without the prior written consent of the Atlanta Public Schools.

10.12 MODIFICATIONS TO CONTRACT ONCE EXECUTED

Terms and conditions may be added, modified, and deleted upon mutual agreement between APS and the vendor, provided that such terms and conditions remain within the scope and original intent of the solicitation. Any and all modifications shall be expressed in writing and approved by the Executive Director of Procurement Services prior to the enactment of such modification.

10.13 DELIVERY

Prices, bids, and deliveries are to be FOB destination, freight prepaid and shall require inside delivery unless otherwise specified in the solicitation documents. Title and risk of loss shall pass to APS upon inspection and acceptance at its designated point of delivery unless otherwise specified in the solicitation documents.

10.14 FISCAL FUNDING

Notwithstanding any other provision of this agreement, the parties hereto agree that the charges hereunder payable to the vendor by the APS are funded solely from appropriations received by APS. In the event such appropriations are determined by the Chief Financial Officer/Comptroller of APS to no longer exist or to be insufficient with respect to the charges payable hereunder, this agreement shall terminate without further obligation of APS at the end of any fiscal period (hereinafter referred to as "Event"). In such event, the Executive Director of Procurement Services shall certify to the vendor the occurrence thereof.

10.15 PAYMENT

Payment for a single line item or partial service when the item or service has been satisfactorily delivered may be made within thirty (30) days from either the date of delivery or the receipt of a satisfactory invoice in duplicate, whichever occurs last (unless otherwise noted in the documents).

10.16 REPORTS

The vendor shall furnish all reports as requested by the facility services.

10.17 TERMINATION

APS reserves the right, at its discretion, to terminate any contract awarded for convenience. In the event any property or service to be furnished by the offeror under a contract or purchase order should for any reason not conform to the requirements for this solicitation, APS may reject the property or service and terminate the contract for default. With specific instructions by the Executive Director of Procurement Services, the vendor shall immediately remove the rejected property and replace with such property or services conforming to the requirements of this solicitation without expense to the APS.

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 vendor or that may thereafter become due to the vendor, 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 vendor are not sufficient to satisfy the debt, the vendor shall pay any monies due to APS within thirty (30) days of written notice. The price paid by APS in such event shall be the prevailing market price at the time the substitute purchase is made.

10.17.1 Immediate Termination.

This Contract will terminate immediately and absolutely if the District determines that adequate funds are not appropriated or granted or funds are de-appropriated such that the District cannot fulfill its obligations under the Contract, which determination is at the District's sole discretion and shall be conclusive. Further, the District may terminate the Contract for any one or more of the following reasons effective immediately without advance notice:

10.17.1.1 In the event the offeror/contractor is required to be certified or licensed as a condition precedent to providing goods and services, the revocation or loss of such license or certification may result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect.

10.17.1.2 The District determines that the actions, or failure to act, of the offeror/contractor, its agents, employees, or subcontractors have caused, or reasonably could cause, life, health, or safety to be jeopardized.

10.17.1.3 The offeror/contractor fails to comply with confidentiality laws or provisions; and/or

10.17.1.4 The offeror/contractor furnished any statement, representation, or certification in connection with the Contract or the offeror/contractor's process which is materially false, deceptive, incorrect, or incomplete.

10.17.2 Termination for Cause

The occurrence of any one or more of the following events shall constitute cause for the district to declare the offeror/contractor in default of its obligations under the Contract:

i. The offeror/contractor fails to deliver or has delivered nonconforming goods or services or fails to perform, to

the district's satisfaction, any material requirement of the Contract or is in violation of a material provision of the Contract, including, but without limitation, the express warranties made by the offeror/contractor.

ii. The district determines that satisfactory performance of the Contract is substantially endangered or that a default is likely to occur.

iii. The offeror/contractor fails to make substantial and timely progress toward the performance of the Contract.

iv. The offeror/contractor becomes subject to any bankruptcy or insolvency proceeding under federal law or APS's Board of Education policy or State law to the extent allowed by applicable federal or county or state law including bankruptcy policy; the offeror/contractor terminates or suspends its business; or the District reasonably believes that the offeror/contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;

v. The offeror/contractor has failed to comply with applicable federal law, APS Board of Education policy, and State laws, rules, ordinances, regulations, and orders when performing within the scope of the Contract.

vi. The offeror/contractor has engaged in conduct that has or may expose the district to liability, as determined in the District's sole discretion; or

vii. The offeror/contractor has infringed any patent, trademark, copyright, trade dress, or any other intellectual property rights of the district or a third party.

10.17.3 Notice of Default.

If there is a default caused by the offeror/contractor, the district shall provide written notice to the offeror/contractor requesting that the breach or noncompliance be remedied within the period specified in the district's written notice to the offeror/contractor.

If the breach or noncompliance is not remedied within the period specified in the written notice, the district may:

i. Immediately terminate the Contract without additional written notice; and/or

ii. Procure substitute goods or services from another source and charge the difference between the Contract and the substitute contract to the defaulting offeror/contractor; and/or,

iii. Enforce the terms and conditions of the Contract and seek any legal or equitable remedies.

10.17.4 Termination for Convenience.

Following thirty (30) days' written notice, the district may terminate the Contract in whole or in part without the payment of any penalty or incurring any further obligation to the offeror/contractor.

Following termination upon notice, the offeror/contractor shall be entitled to compensation, upon submission of invoices and proper proof of claim, for goods and services provided under the Contract to the District up to and including the date of termination.

10.17.5 Termination Due to Change of Law.

The district shall have the right to terminate this Contract without penalty by giving thirty (30) days' written notice to the offeror/contractor as a result of any of the following:

i. The district's authorization to operate is withdrawn or there is a material alteration in the programs administered by the district; and/or

ii. The district's duties are substantially modified.

10.17.6 Payment Limitation in the Event of Termination.

In the event of termination of the Contract for any reason by the District, the District shall pay only those amounts, if any, due and owing to the offeror/contractor for goods and services rendered up to and including

the date of termination of the Contract and for which the district is obligated to pay under the Contract or Purchase Instrument. Payment will be made only upon submission of invoices and proper proof of the offeror/contractor's claim. This provision in no way limits the remedies available to the District under the Contract in the event of termination. The district shall not be liable for any costs incurred by the offeror/contractor in its performance of the Contract, including, but not limited to, startup costs, overhead, or other costs associated with the performance of the Contract.

10.17.7 The offeror/contractor's Termination Duties. Upon receipt of notice of termination or the request of the district, the offeror/contractor shall:

i. Cease work under the Contract and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the Contract, including, without limitation, results accomplished, conclusions resulting therefrom, and any other matters the district may require.

ii. Immediately cease using and return to the district, any personal property or materials, whether tangible or intangible, provided by the district to the offeror/contractor.

iii. Comply with the District's instructions for the timely transfer of any active files and work product produced by the offeror/contractor under the Contract.

iv. Cooperate in good faith with the district, its employees, agents, and offeror/contractors during the transition period between the notification of termination and the substitution of any replacement offeror/contractor; and

v. Immediately return to the district any payments made by the district for goods and services that were not delivered or rendered by the offeror/contractor.

10.18 FEDERAL GUIDELINES ADOPTED

10.18.1 Illegal Alien Labor Contractor shall comply with all federal and state laws prohibiting the hiring and continued employment of aliens not authorized to work in the United States. Contractors must not knowingly employ unauthorized aliens, and any such violation shall be cause for cancellation of the contract. The Contractor and its subcontractors will

utilize the E-Verify system established by the U.S. Department of Homeland Security to verify the employment eligibility of its employees.

10.18.2 Recovered Materials (2 CFR §200.322) apply to all contracts greater than $10,000. The contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

10.18.3 Federal Drug-Free Workplace Contractor agrees to comply with the drug-free workplace requirements for federal contractors pursuant to 41 U.S.C.A. § 8102.

10.18.4 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) applies if the contract is greater than or equal to $100,000. The contractor certifies that it has filed the required certification and that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of an agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. The contractor must disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

10.18.5 **Energy Efficiency / Conservation (42 U.S.C. 6201)** Contractor agrees to comply with the mandatory standards and policies relating to energy efficiency contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

10.18.6 **CLEAN AIR ACT (42 U.S.C. 7401 Et Seq.) and the FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251 et seq.), as amended apply to contracts and subgrants in excess of $150,000.** Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). The contractor shall report any violations to the Federal awarding agency and

the Regional Office of the EPA, and notify SBSC concurrently within 30 days of notice of the breach.

10.18.7 Remedies For Violation Or Breach Of Contract Failure of the vendor to provide products within the time specified in the ITB shall result in the following: The Buyer shall notify the vendor in writing within five (5) calendar days via the Vendor Performance Form and provide five (5) calendar days to cure. If the awarded vendor cannot provide the product, SBSC reserves the right to purchase the product from the next lowest responsive and responsible bidder. The defaulting vendor may be responsible for reimbursing SBSC for the price differences.

10.18.8 **Debarment and Suspension** Contractor certifies that it complies fully with the Federal Debarment Certification regarding debarment suspension, ineligibility, and voluntary exclusion, in accordance with 2 CFR part 180, which implements Executive Orders 12549 and 12689. Furthermore, Contractor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

10.18.9 **Equal Employment Opportunity** During the performance of this contract, the contractor agrees as follows:

a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post, in conspicuous places, notices available to employees and applicants for employment that are provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

b. The contractor will, in all solicitations or advancements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment

without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

c. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

d. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a Record Retention and access requirements to all records The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

e. The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

f. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

g. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part. The contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

h. The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

10.18.10 **Copeland "Anti-Kickback" Act (18 U.S.C. 874 And 40 U.S.C. 276c)** The Contractor certifies that it is, and will continue to be, for the term of this contract in for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

10.18.11 **Davis-Bacon Act, As Amended (40 U.S.C. 276a To A-7)** Contractor, certifies that it is, and will continue for the term of this contract, to comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146- 3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute,

the Contractor is herein required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractor agrees to pay wages at least once a week. The Contractor must provide a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. Contractor acknowledges that the decision to award this contract or subcontract is conditioned upon the acceptance of the wage determination, which the Contractor accepts. The Contractor agrees to report all suspected or reported violations to the Federal awarding agency and to notify SBSC concurrently. The Contractor certifies that it is, and will continue to be, for the term of this contract in full compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

10.18.12 **Contract Work Hours And Safety Standards Act (40 U.S.C. 327-333)** Contractor certifies that it is, and will continue for the term of this contract, to comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer based on a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the introductory rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 apply to construction work and provide that no laborer or mechanic may be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchase of supplies, materials, or articles ordinarily available on the open market, or to contracts for the transportation or transmission of intelligence.

10.18.13 Health And Safety Standards In Building Trades And Construction Industry (40U.S.C. 3704) No laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.

10.19 FAILURE TO INCORPORATE EEO CLAUSE

APS shall have the right to reject any or all bids, statements of qualification, or proposals, and shall not enter into a contract or purchase order with any person who fails to comply with the Equal Employment Opportunity Requirements of this section and with the requirements of the section titled Equal Employment Opportunity.

10.20 DURING THE PERFORMANCE OF THIS AGREEMENT, SAID VENDOR AGREES AS FOLLOWS:

10.20.1 The vendor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, marital status, age, or disability. As used here, the words 'shall not discriminate' shall mean and include, without limitation the following: "Recruited, whether by advertising or other means; compensated, whether in the form of rates of pay, or other forms of compensation; selected for training, including apprenticeship; promoted; upgraded; demoted; downgraded; transferred; laid off and terminated. The vendor agrees to and shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officers setting forth the provisions of the EEO clause.

10.20.2 The vendor shall, in all solicitations or advertisements for employees, placed by or on behalf of the vendor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, or national origin.

10.20.3 The vendor shall send to each labor union or representative of workers with which the vendor may have a collective bargaining agreement or other contract or understanding a notice advising the labor union or worker's representative of the vendor's commitments under the Equal Employment Opportunity Program of APS and under the policy of its Board of Education shall post copies of the notice in conspicuous places available to employees and applicants for employment. The vendor shall register all skilled trades workers below the journeyman level with the U.S. Bureau of Apprenticeship and Training.

10.20.4 The vendor shall furnish all information and reports required by the Procurement Department and shall permit access to the books, records, and accounts of the vendor during regular business hours by the Procurement Department for investigation to ascertain compliance with the vendor's duty of non-discrimination.

10.20.5 The vendor shall take such action with respect to any subcontractor as APS may direct as a means of enforcing the provisions of paragraphs (a) through (h) herein, including penalties and sanctions for noncompliance.

10.20.6 The vendor and its subcontractors, if any, shall file compliance reports at reasonable times and intervals with APS in the form and to the extent prescribed by the Procurement Department. Compliance reports filed at such times directed shall contain information as to employment practices, policies, programs, and statistics of the vendor and its subcontractors.

10.20.7 The vendor shall include the provisions of paragraphs (a) through (h) of this equal employment opportunity clause in every subcontract or purchase order so that such provisions will be binding upon each subcontractor or vendor.

10.20.8 A finding, as hereinafter provided, that a refusal by the vendor or subcontractor to comply with any portion of this program as herein provided and described may subject the offending party to any or all of the following penalties:

10.20.8.1 Withholding from the vendor in violation of all future payments under the involved contract until it is determined that the vendor or subcontractor complies with the provisions of the contract.

10.20.8.2 Refusal of all future bids for any contract with the APS or any of its departments or divisions until the vendor or subcontractor demonstrates that there has been established and there shall be carried out all of the applicable provisions of the relevant Federal executive orders and equal employment requirements incorporated herein.

10.21 Cancellation of the public contract.

In a case in which there is a substantial or material violation of the compliance procedure herein set forth, or as may be provided by the contract, appropriate proceedings may be brought to enforce those provisions, including the enjoining, within applicable law, of contractors.

10.22 EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE STATEMENT

In accordance with Federal Law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating based on race, color, national origin, sex, age, or disability. To file a complaint of discrimination, write USDA, Director, Office of Adjudication, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410, or call toll-free (866) 632-9992. (Voice) Individuals who are hearing impaired or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339, or (800) 845-6136 (Spanish). USDA is an equal opportunity provider and employer.

10.23 INCLUSIVE PRACTICES

All APS contracts shall be awarded with the objective of upholding Inclusive Practices in APS' competitive solicitation process. APS is committed to the participation of Minority/Women-Owned Business Enterprises (MWBEs) in its contracting programs. A MWBE is a business that is at least 51% owned and controlled by members who are minorities and/or women, the minority/women ownership is real, substantial, and continuing, and the minority/women owners have and exercise the authority to independently control the day-to-day business decisions. For the purposes of this policy, minorities include African Americans, Asian Americans, Hispanic Americans, Native Americans, and non-Hispanic white women. "Inclusive Practices" are categorized into eight types: (1) vision-making; (2) goal setting; (3) public tracking and disclosure of contractor and subcontractor data; (4) accountability and enforcement; (5) outreach and increasing access for contractors and subcontractors; (6) participation and incentives; (7) education and training; and (7) financial assistance. APS encourages all offerors to identify which, if any, of these inclusive practices they use.

11.0 AWARD

11.1 The contract will be conditional upon the offeror's ability to comply with requirements outlined in the solicitation document(s).

11.2 After the closing date and time, one or more members of the Department of Procurement will conduct an administrative review of all bids received to determine responsiveness. Statements of qualification deemed responsive will be submitted to the evaluation committee for review.

11.3 APS reserves the right to award by line item or by group to more than one vendor.

11.4 In the event of a multiple award, APS reserves the right to seek remedies if the vendor fails to provide service and products in compliance with contract documents or if the vendor will not exercise the next option.

11.5 If an awarded brand/model is discontinued during the contract term, the vendor may offer a replacement that is equal to the brand /model being discontinued. APS reserves the right to accept or reject the replacement item.

11.6 APS will select a facility services representative after the award. The facility services representative or designee will supervise the contract.

11.7 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 the requirements outlined in the solicitation documents.

11.8 Pricing must remain firm for one (1) year from the date of award.

11.9 At the end of each contract term, the awarded vendor may request a price adjustment. Price adjustment requests must be submitted to Procurement Services ninety (90) days prior to the contract term expiration date, accompanied by a justification of price adjustment. APS may, at its discretion:

a. Accept the proposed price adjustment.

b. Reject the proposed price adjustment.

c. Suggest an alternative price adjustment.

d. The adjustment for inflation will be determined by the increase in the Consumer Price Index for All Urban Consumers (All-Items U.S. City Average (1982-1984=100)) published monthly by the Bureau of Labor Statistics of the United States Department of Labor ("CPI-U"). At the time of the annual renewal of this Contract, the CPI-U rate as published in March of each year will be compared to the published CPI-U rate for the same month in the prior year. The percent increase (if any) between the two rates will determine the percent increase to the Fixed Fee. The contractor must notify APS by March 31 of each year of the Contractor's intent to use CPI-U to adjust their fixed cost per hour for the upcoming contract renewal.

11.10 If APS rejects a proposed price adjustment, the awarded vendor may:

a. Continue with the existing pricing.

b. Suggest an alternative price adjustment.

c. End the contract.

11.11 Offeror shall not provide goods or services until APS's Department of Procurement Services has issued a purchase order.

11.12 Invoices may be submitted via mail or email:

Mailing Address
Atlanta Public Schools
Accounts Payable Department
P. O. Box 4659
Atlanta, GA 30302

Email in PDF format to: apinvoices@atlanta.k12.ga.us

11.13 Invoices

a. Invoices must include the APS purchase order number and the "ship to" location where the goods and/or services were delivered.

b. Invoices that do not include this information will be returned to the vendor.

c. Separate invoices are required for each purchase order.

d. The accounts department payable can be contacted at 404-802-2485.

11.14 Vendor Payment

APS may make payments to vendors via one of the following:

a. Check

b. Purchasing Card

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

12.0 CONTRACT

12.1 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 the offeror.

12.2 Record Retention: The selected Prime Vendor agrees to retain all books, records, and other documents related to this agreement as outlined below:

a. All contracts and records related to capital improvement projects should be retained for ten (10) years after expiration of the contract.
b. All contracts and records for all other agreements should be retained for seven (7) years after expiration of the contract.

Atlanta Public Schools, its authorized agents, and/or state/federal representatives shall have full access to and the right to examine any of said materials during said period. If an investigation or audit is in progress, records shall be maintained until the stated matter is closed.

12.3 Access to Records: Access shall be granted by the selected Vendor, Atlanta Public Schools, Georgia State Agency, USDA, Comptroller General of the United States, or any other duly authorized entity or any of their duly authorized representatives to any books, documents, papers, and records of selected Vendor, which are directly pertinent to the contract for the purpose of making audit, examination, excerpts, and transcriptions. Atlanta Public Schools may conduct quarterly audits to validate costs and ensure compliance with the agreement's terms and conditions.

12.4 **Drug Free Zone:** All schools in Atlanta Public Schools are Drug Free School Zones. All Service Provider delivery staff are required to observe drug, alcohol, and tobacco usage while making deliveries on school property.