

**Before the  
Federal Communications Commission  
Washington, DC**

In the Matter of	)	
	)	
Request for Review of the Decision of	)	
the Universal Service Administrator	)	
or Waiver by	)	
	)	
Atlanta Public Schools	)	File Nos. SLD-762323
Atlanta, Georgia	)	
	)	
Schools and Libraries Universal Service	)	CC Docket No. 02-6
Support Mechanism	)	

**REQUEST FOR REVIEW OR WAIVER**

Atlanta Public Schools (“School District”), by its representative, hereby requests that the Commission review and reverse the Decision of the Administrator (“USAC”) in the above-captioned matter dated January 5, 2012,<sup>1</sup> and instruct USAC to fund all of the FY 2010 funding requests in issue.<sup>2</sup> Alternatively, the School District requests that the Commission reach the same result by waiving its rules.

**I. SUMMARY**

After evaluating proposals, the School District awarded its wireless networking contract to the highest scoring reseller/installer of Xirrus wireless networking equipment. This vendor was not the highest, but rather the second highest, scoring vendor overall. USAC contends that the School District is not entitled to any E-rate support for that contract because the vendor’s proposal did not receive the highest score overall. Once a school or library inserts a scoring matrix into an RFP, USAC explained, E-rate rules leave applicants with no contracting discretion, unless there is a reason to disqualify the top-scoring proposal. If it cannot be disqualified, the school or library is stuck with the

<sup>1</sup> See Exhibit 1, Funding Commitment Decision Letter

<sup>2</sup> FRNs 2059352, 2059353, 2059367, 2059369, 2059370, 2059371, 2059372, 2059374, 2059376, 2059377, 2059378, 2059379, 2059380, 2059381 and 2059382.

result, regardless of the circumstances or the consequences. That uncompromising result, USAC says, is what E-rate rules require. We disagree.

The Commission has never adopted such a hard and fast, unbending rule, and for good reason. Such a rule would unnecessarily reduce the autonomy of applicants to make procurement decisions that best suit their local needs. Moreover, the Commission's policy has never been to permit USAC's administrative interests in procedural and mathematical exactitude to trump the needs of schools and libraries for common sense solutions to their local telecommunications and networking needs.

The School District does not contend that USAC should not have been skeptical. Indeed, when it learned that the highest scorer had not been selected, it had every reason to be. However, once the School District presented substantial, credible evidence to show that its contracting decision made perfect economic, operational and administrative sense, and was not the result of any anti-competitive design, USAC should never have second-guessed it.

Two vendors submitted networking proposals that included Xirrus equipment. The School District selected the vendor whose price was the lower of the two, and, as mentioned previously, whose point total was #2 overall. The School District's Chief Information Officer believed strongly that this was the correct decision because it was clear that the total cost of accepting the #1 point scorer's proposal was going to cost the School District considerably more money over time and was going to be much more difficult and time consuming to implement. The School District argued to USAC, which USAC noted in its decision and did not dispute, that contracting with the #2 vendor served the best interest of the School District. For USAC though, the issue was simple – the contract had to go to the #1 point scorer.

It is important to keep in mind that procuring goods and services is an art, not a science. That is why there are times, like those here, where after all the dust settles, it

becomes clear that the #2 choice is the wiser, more cost effective one to make. And that is why USAC's decision should be reversed.

If the Commission disagrees, however, and concludes that the School District did violate a rule by contracting with the #2 vendor, then a waiver is certainly warranted. The School District should not be penalized for deciding not to rubber stamp the mathematical outcome of an evaluation review process. The School District's CIO concluded, and, after reviewing his recommendation, the School District's other senior officials involved in the procurement process all agreed, that it did not make good economic, operational, or administrative sense to accept the highest-scoring proposal. Neither state nor local rules prohibited that decision, and despite a great deal of political and partisan uproar at the time, what became perfectly clear at the end of the day was that the procurement process had been perfectly fair and open. And last but not least, the School District selected, exactly as E-rate rules require, the most cost effective proposal it received.

## **II. FACTS**

The School District's objective going into the procurement process was to balance as best it could the tension between short-term budget restraints and substantial, long-term savings. It knew that a patchwork quilt of wireless equipment would be difficult to implement, costly to maintain, inefficient, and counterproductive. Thus, while open to alternatives, there is no question that the School District's preference was for one, cost effective, district-wide wireless solution for all of its schools and facilities. The School District has never denied that. There was absolutely no reason to – it was reasonable and made perfect sense.

After reviewing the proposals received in response to the School District's RFP and their respective evaluations, the School District's CIO concluded, for a host of good reasons, that the proposal that had received the second highest score made the most sense for the School District, not only just in terms of cost, but in terms of operational and instructional value too. Accordingly, that is the vendor that he recommended be awarded the contract. His recommendation was reviewed and accepted by the School District's

chief procurement officer and ultimately by the board.<sup>3</sup>

To understand the context in which this procurement took place, it is very important to note that the School District had already invested a substantial amount of money purchasing and installing Xirrus wireless networking equipment. It was extremely satisfied with how that equipment functioned, which led to the logical conclusion to standardize on that one brand. It is well established that standardizing on network equipment saves organizations considerable sums of money and, not insignificantly, from substantial down time.<sup>4</sup> USAC understands this, as not that long ago it issued an RFP in which it specified Cisco equipment for its own network, obviously because it had decided to standardize on that one brand.

In short and for all of the reasons outlined in much greater detail in Exhibits 2 and 3, the School District's extensive total cost of ownership analysis made it clear which vendor should receive the contract. To the CIO and other senior officials, who the School District entrusts to make these kinds of difficult decisions, there was no question that the total cost of doing business with Technology Integration Group ("TIG"), the highest scoring Xirrus solutions provider and second highest scoring solutions provider overall, was going to be considerably less than it would be if the School District decided instead simply to go by the numbers and award the contract mechanically to the highest scoring vendor, SmartWave. Between these two vendors, it was obvious that the runner up was the only realistic choice.

USAC's approach was much more simplistic. It did not dispute the School District's contention that it was in the School District's best interest to award this contract to TIG, rather than to SmartWave, because TIG's proposal was the more cost effective of the two. In USAC's opinion, the issue was black and white – the School District did not

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<sup>3</sup> The facts surrounding this procurement have been set forth and described multiple times in detailed narratives, along with supporting exhibits, that the School District provided to USAC staff reviewers and directly to the president of the Schools and Libraries Division. *See, e.g.,* Exhibits 2 and 3.

<sup>4</sup> *See* [www.cosn.org/Initiatives/ClassroomTotalCostofOwnership/AboutTCO/tabid/5134/Default.aspx](http://www.cosn.org/Initiatives/ClassroomTotalCostofOwnership/AboutTCO/tabid/5134/Default.aspx) for a general discussion of total cost of ownership considerations in K-12 technology purchasing.

award its contract to the vendor with the highest point score; ergo, the School District violated program rules.<sup>5</sup> This is exactly what USAC had to say:

SmartWave Technologies LLC received nearly five points more than Technology Integration Group, a Xirrus reseller, and in spite of that outcome you did not select SmartWave as the winning bid, which is a violation of program rules. SmartWave was not disqualified from the bid, and therefore, after receiving the most points in the evaluation, and in accordance with program rules, should have been awarded the contract.

### **III. DISCUSSION**

#### **A. Request For Review**

The School District is a very large public school system. It serves an urban student population that comes predominantly from economically disadvantaged households. Until just recently, the School District's funding had been held up by USAC for 12 long years, trapped without recourse in what numerous commentators call the E-rate program's "black hole." Students in this public school system have gone from first grade through graduation without their school district ever receiving one single dollar of E-rate support. USAC should not have penalized the School District further because of the good faith efforts of administrators to protect the School District from costly, inefficient contracting.

The E-rate program was designed to enable and encourage schools and libraries to purchase eligible services as cost effectively and intelligently as possible. We cannot believe, therefore, that when an applicant has a choice between an intelligent, cost effective, long-term solution on the one hand and a higher scoring proposal on the other that is objectively less cost effective and generally less beneficial, that the applicant has no choice but to choose the latter. In very plain and simple terms, that makes no sense.

Granted, some of the losing vendors were upset by the outcome of the solicitation, but that is a normal byproduct of many a procurement process. That is why there are protest procedures. But concerns are not facts, and whatever concerns anyone might have had cannot alter the fact that this solicitation was fair, and, what's more, the lengthy

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<sup>5</sup> See Exhibit 1, FCDL.

application review process proves that. Afterwards, only two basic concerns were raised. We have already addressed the primary one, which arose out of the School District's decision to award this contract to the vendor whose proposal had not received the highest score, conduct which, quite frankly, some people considered suspicious. But there was absolutely nothing suspicious or anti-competitive about it, and the School District explained why repeatedly, credibly and convincingly.

The second issue is one that USAC raised in its decision, namely, whether using information from a manufacturer's website to help prepare an RFP has an anti-competitive impact. More specifically, USAC noted that the School District's RFP included a wireless design guide in its RFP that appeared to be copied from Xirrus' website and in some other instances included language that seemed to mirror language that appeared on that same manufacturer's website. Copying from a manufacturer's website, USAC cautioned, is problematic because it sends signals to bidders that the applicant conducting the solicitation "may have already reached a conclusion about the outcome of the competitive bidding process before it has run."

USAC's concern in this regard is completely unfounded, and here is why. Let's assume that an applicant has decided beforehand that its preference is to continue purchasing a particular brand of equipment on which it has already standardized. It is well established that there is nothing wrong with that. On the other hand, if that applicant made up its mind beforehand to purchase that particular brand of equipment from a specific reseller, THAT would be a violation of program rules -- as it is the resellers, not the manufacturers, who are going to be competing against each other for the applicant's business. Consequently, simply copying from a manufacturer's website could not possibly signal to anyone that the "outcome" of a competition among resellers has been preordained.

In the instant matter, the Xirrus brand of equipment was not sold exclusively by only one vendor, and indeed the record shows that more than one vendor actually did

submit a proposal that included Xirrus equipment.<sup>6</sup> It is impossible to see, therefore, how the networking information that USAC is concerned about, even if it was copied or derived from Xirrus' website, could possibly taint the School District's entire solicitation. If that were the case, it would be like throwing out the baby with the bath water.

Another important thing to note is that applicants are perfectly free to specify in their RFPs that they are in the market for a certain brand of equipment "or the equivalent." It follows logically therefore that copying information from a manufacturer's website into an RFP, without even mentioning the manufacturer by name, could not possibly be the source of an inappropriate signal.

Finally, it is completely unrealistic of USAC to expect schools and libraries to craft completely original RFPs, as the vast majority of them have neither the time nor the expertise to do so. "Cutting and pasting" technical information of general application from a manufacturer's or any other website, without anything more damning than that, cannot possibly raise anti-competitive concerns. If it does, then inquiries into inappropriate copying and the funding request denials that are sure to follow will wind up plaguing the program in no time. There are, to be sure, some very serious and substantial anti-competitive practices that occur. Those are the ones that USAC should be devoting its resources to ferreting out and putting an end to.

Accordingly, for all of the above reasons, the School District respectfully requests that the Commission reverse USAC's decision and instruct it to fund the numerous FRNs in issue.

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<sup>6</sup> MCS of Tampa, Inc. included Xirrus equipment in its proposal and received the third highest number of points.

## **B. Request For Waiver**

With respect to the School District's request, in the alternative, for waiver, the issue essentially comes down to this. The School District could have crafted its RFP better. It realizes that now. It should have made it much more obvious to the evaluation team and to the public just how important it considered total cost of ownership factors to be. Unfortunately, it did not. Drafting an RFP to reflect exactly what a school district's networking needs are, especially when the project is as large and complex as the School District's was, is a far more difficult and daunting task than many people, including USAC staff, realize.

Because of inartful drafting, the vendor that wound up with the most points from the evaluation committee turned out to be a vendor whose wireless solution was obviously not going to be the most cost effective one. School District's administrators all agreed that it would be an enormous mistake to start down that pothole-riddled path. So rather than taking the easy way out and simply accepting the proposal with the highest score, a result that was totally unacceptable, they took a different tack. They recommended that the School District award the contract to the vendor who they believed, in good faith and based on objective evidence, had the most viable, cost effective long-term, wireless networking solution to offer. And that's exactly what the School District did. There was no anti-competitive conduct, no fraud or abuse, just an honest effort to purchase E-rate eligible products and services in a manner that complied with program rules and served the best interests of the School District. In these circumstances, we submit, a waiver of the Commission's rules is certainly warranted.<sup>7</sup>

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<sup>7</sup> Generally, the Commission's rules may be waived if good cause is shown. 47 C.F.R. § 1.3. The Commission may exercise its discretion to waive a rule where the particular facts make strict compliance inconsistent with the public interest. *Northeast Cellular Telephone Co. v. FCC*, 897 F.2d 1164, 1166 (D.C. Cir. 1990) (*Northeast Cellular*). In addition, the Commission may take into account considerations of hardship, equity, or more effective implementation of overall policy on an individual basis. *WAIT Radio v. FCC*, 418 F.2d 1153, 1159 (D.C. Cir. 1969); *Northeast Cellular*, 897 F.2d at 1166. Waiver of the Commission's rules is appropriate only if both (i) special circumstances warrant a deviation from the general rule, and (ii) such deviation will serve the public interest. *NetworkIP, LLC v. FCC*, 548 F.3d 116, 125-128 (D.C. Cir. 2008); *Northeast Cellular*, 897 F.2d at 1166.

Accordingly, the School District respectfully requests, in the alternative, that the Commission waive its rules and instruct USAC to fund all the FRNs in issue.

Respectfully submitted  
*on behalf Atlanta Public Schools*

*/s/ John D. Harrington*

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John D. Harrington  
Chief Executive Officer  
Funds For Learning, LLC  
2575 Kelley Pointe Parkway – Suite 200  
Edmond, OK 73013  
405-341-4140  
jharrington@fundsforlearning.com

March 2, 2012

# Exhibit 1

# USAC

Universal Service Administrative Company

Schools and Libraries Division

Correspondence Unit

30 Lanidex Plaza West

PO Box 685

Parsippany, NJ 07054-0685

**TIME SENSITIVE MATERIAL**

00022  
Randall Sellers  
Atlanta Public Schools  
130 Trinity Avenue S.W.  
Atlanta, GA 30303



Universal Service Administrative Company

Schools and Libraries Division

**FUNDING COMMITMENT DECISION LETTER**  
(Funding Year 2010: 07/01/2010 - 06/30/2011)

January 5, 2012

Randall Sellers  
Atlanta Public Schools  
130 Trinity Avenue S.W.  
Atlanta, GA 30303

Re: Form 471 Application Number: 762323  
Billed Entity Number (BEN): 127319  
Billed Entity FCC RN: 0011961349  
Applicant's Form Identifier: AT10-47102

Thank you for your Funding Year 2010 application for Universal Service Support and for any assistance you provided throughout our review. The current status of the funding request(s) in the Form 471 application cited above and featured in the Funding Commitment Report(s) (Report) at the end of this letter is as follows.

- The amount, \$1,166,873.40 is "Approved."
- The amount, \$2,281,165.81 is "Denied."

Please refer to the Report following this letter for specific funding request decisions and explanations. The Universal Service Administrative Company (USAC) is also sending this information to your service provider(s) so preparations can begin for implementing your approved discount(s) after you file FCC Form 486, Receipt of Service Confirmation Form. A guide that provides a definition for each line of the Report is available in the Reference Area of our website.

**NEXT STEPS**

- Work with your service provider to determine if you will receive discounted bills or if you will request reimbursement from USAC after paying your bills in full
- Review technology planning approval requirements
- Review CIPA requirements
- File Form 486
- Invoice USAC using the Form 474 (service provider) or Form 472 (Billed Entity applicant) - as products and services are being delivered and billed

**TO APPEAL THIS DECISION:**

You have the option of filing an appeal with the SLD or directly with the Federal Communications Commission (FCC).

If you wish to appeal a decision in this letter to USAC, your appeal must be received by USAC or postmarked within 60 days of the date of this letter. Failure to meet this requirement will result in automatic dismissal of your appeal. In your letter of appeal:

1. Include the name, address, telephone number, fax number, and (if available) email address for the person who can most readily discuss this appeal with us.
2. State outright that your letter is an appeal. Include the following to identify the letter and the decision you are appealing:
  - Appellant name,
  - Applicant name and service provider name, if different from appellant,
  - Applicant BEN and Service Provider Identification Number (SPIN),
  - Form 471 Application Number 762323 as assigned by USAC,
  - "Funding Commitment Decision Letter for Funding Year 2010," AND

- The exact text or the decision that you are appealing.
3. Please keep your letter to the point, and provide documentation to support your appeal. Be sure to keep a copy of your entire appeal, including any correspondence and documentation.
  4. If you are the applicant, please provide a copy of your appeal to the service provider(s) affected by USAC's decision. If you are the service provider, please provide a copy of your appeal to the applicant(s) affected by USAC's decision.
  5. Provide an authorized signature on your letter of appeal.

To submit your appeal to USAC by email, email your appeal to [appeals@sl.universalservice.org](mailto:appeals@sl.universalservice.org). USAC will automatically reply to incoming emails to confirm receipt.

To submit your appeal to USAC by fax, fax your appeal to (973) 599-6542.

To submit your appeal to USAC on paper, send your appeal to:

Letter of Appeal  
Schools and Libraries Division - Correspondence Unit  
30 Lanidex Plaza West  
PO Box 685  
Parsippany, NJ 07054-0685

If you wish to appeal a decision in this letter to the FCC, you should refer to CC Docket No. 02-6 on the first page of your appeal to the FCC. Your appeal must be received by the FCC or postmarked within 60 days of the date of this letter. Failure to meet this requirement will result in automatic dismissal of your appeal. We strongly recommend that you use the electronic filing options described in the "Appeals Procedure" posted in the Reference Area of our website. If you are submitting your appeal via United States Postal Service, send to: FCC, Office of the Secretary, 445 12th Street SW, Washington, DC 20554.

#### OBLIGATION TO PAY NON-DISCOUNT PORTION

Applicants are required to pay the non-discount portion of the cost of the products and/or services to their service provider(s). Service providers are required to bill applicants for the non-discount portion. The FCC stated that requiring applicants to pay their share ensures efficiency and accountability in the program. If USAC is being billed via the FCC Form 474, the service provider must bill the applicant at the same time it bills USAC. If USAC is being billed via the FCC Form 472, the applicant pays the service provider in full (the non-discount plus discount portion) and then seeks reimbursement from USAC. If you are using a trade-in as part of your non-discount portion, please refer to our website for more information.

#### NOTICE ON RULES AND FUNDS AVAILABILITY

Applicants' receipt of funding commitments is contingent on their compliance with all statutory, regulatory, and procedural requirements of the Schools and Libraries Program. Applicants who have received funding commitments continue to be subject to audits and other reviews that USAC and/or the FCC may undertake periodically to assure that funds that have been committed are being used in accordance with all such requirements. USAC may be required to reduce or cancel funding commitments that were not issued in accordance with such requirements, whether due to action or inaction, including but not limited to that by USAC, the applicant, or the service provider. USAC, and other appropriate authorities (including but not limited to the FCC), may pursue enforcement actions and other means of recourse to collect improperly disbursed funds. The timing of payment of invoices may also be affected by the availability of funds based on the amount of funds collected from contributing telecommunications companies.

Schools and Libraries Division  
Universal Service Administrative Company

FUNDING COMMITMENT REPORT  
Billed Entity Name: Atlanta Public Schools  
BEN: 127319  
Funding Year: 2010

Comment on RAL corrections: The applicant did not submit any RAL corrections.

Form 471 Application Number: 762323  
Funding Request Number: 2059352  
Funding Status: Not Funded  
Category of Service: Basic Maintenance of Internal Connection  
Form 470 Application Number: 725030000763016  
SPIN: 143006183  
Service Provider Name: PC Specialists, Inc  
Contract Number: 100109  
Billing Account Number: N/A  
Multiple Billing Account Numbers: N  
Service Start Date: 07/01/2010  
Service End Date: N/A  
Contract Award Date: 12/22/2009  
Contract Expiration Date: 12/31/2011  
Shared Worksheet Number: 1254140  
Number of Months Recurring Service Provided in Funding Year: 12  
Annual Pre-discount Amount for Eligible Recurring Charges: \$71,324.04  
Annual Pre-discount Amount for Eligible Non-recurring Charges: \$.00  
Pre-discount Amount: \$71,324.04  
Discount Percentage Approved by the USAC: 90%  
Funding Commitment Decision: \$0.00 - Selective - Contract Violation  
Funding Commitment Decision Explanation: MR: The Contract Expiration Date was changed from 12/13/14 to 12/31/11 to agree with documentation. <><><><><> DR: FCC rules mandate fair and open competition and that the winning vendor should be selected with price of the eligible goods and services given the most weight. Even though that process was followed, the winning vendor was not selected in accordance with the process listed in the vendor selection documentation provided during the review, which violates program rules. After scoring all bids, you did not select the bid that received the most points, SmartWave. SmartWave Technologies LLC received nearly five points more than Technology Integration Group, a Xirrus reseller, and in spite of outcome you did not select SmartWave as the winning bid, which is a violation of program rules. SmartWave was not disqualified from the bid, and therefore, after receiving the most points in the evaluation, and in accordance with program rules, should have been awarded the contract. Applicants have significant latitude in developing the bid evaluation criteria, as long as price of the eligible goods and services is the primary factor. However, after determining those criteria and scoring the bids, the applicant must abide by the outcome of that review process and cannot then change the outcome at will even if, as you stated, you believed that the decision to change the award was in the best interest of the district. Furthermore, the RFP for these requests mirrors language taken from the Xirrus website. Specifically, RFP Section 3.3 titled Priorities is a near exact copy of the Guide for Designing a Wi-Fi Network from the Xirrus website. Copying the RFP requirements from a vendor's website signals to other bidders that the district may have already reached a conclusion about the outcome of the competitive bidding process before it has run, and compromises the fair and open competitive bidding process required by FCC rules. Accordingly, the FRN is denied.

FCDL Date: 01/05/2012

Wave Number: 080

Last Allowable Date for Delivery and Installation for Non-Recurring Services: 09/30/2012

FUNDING COMMITMENT REPORT  
Billed Entity Name: Atlanta Public Schools  
BEN: 127319  
Funding Year: 2010

Comment on RAL corrections: The applicant did not submit any RAL corrections.

Form 471 Application Number: 762323  
Funding Request Number: 2059353  
Funding Status: Not Funded  
Category of Service: Basic Maintenance of Internal Connection  
Form 470 Application Number: 725030000763016  
SPIN: 143006183  
Service Provider Name: PC Specialists, Inc  
Contract Number: 100109  
Billing Account Number: N/A  
Multiple Billing Account Numbers: N  
Service Start Date: 07/01/2010  
Service End Date: N/A  
Contract Award Date: 12/22/2009  
Contract Expiration Date: 12/31/2011  
Site Identifier: 32981  
Number of Months Recurring Service Provided in Funding Year: 12  
Annual Pre-discount Amount for Eligible Recurring Charges: \$1,620.96  
Annual Pre-discount Amount for Eligible Non-recurring Charges: \$.00  
Pre-discount Amount: \$1,620.96  
Discount Percentage Approved by the USAC: 80%  
Funding Commitment Decision: \$0.00 - Selective - Contract Violation  
Funding Commitment Decision Explanation: MR: The Contract Expiration Date was changed from 12/13/14 to 12/31/11 to agree with documentation. <><><><><> DR: FCC rules mandate fair and open competition and that the winning vendor should be selected with price of the eligible goods and services given the most weight. Even though that process was followed, the winning vendor was not selected in accordance with the process listed in the vendor selection documentation provided during the review, which violates program rules. After scoring all bids, you did not select the bid that received the most points, SmartWave. SmartWave Technologies LLC received nearly five points more than Technology Integration Group, a Xirrus reseller, and in spite of outcome you did not select SmartWave as the winning bid, which is a violation of program rules. SmartWave was not disqualified from the bid, and therefore, after receiving the most points in the evaluation, and in accordance with program rules, should have been awarded the contract. Applicants have significant latitude in developing the bid evaluation criteria, as long as price of the eligible goods and services is the primary factor. However, after determining those criteria and scoring the bids, the applicant must abide by the outcome of that review process and cannot then change the outcome at will even if, as you stated, you believed that the decision to change the award was in the best interest of the district. Furthermore, the RFP for these requests mirrors language taken from the Xirrus website. Specifically, RFP Section 3.3 titled Priorities is a near exact copy of the Guide for Designing a Wi-Fi Network from the Xirrus website. Copying the RFP requirements from a vendor's website signals to other bidders that the district may have already reached a conclusion about the outcome of the competitive bidding process before it has run, and compromises the fair and open competitive bidding process required by FCC rules. Accordingly, the FRN is denied.

FCDL Date: 01/05/2012  
Wave Number: 080

Last Allowable Date for Delivery and Installation for Non-Recurring Services: 09/30/2012

FUNDING COMMITMENT REPORT  
Billed Entity Name: Atlanta Public Schools  
BEN: 127319  
Funding Year: 2010

Comment on RAL corrections: The applicant did not submit any RAL corrections.

Form 471 Application Number: 762323  
Funding Request Number: 2059354  
Funding Status: Funded  
Category of Service: Internal Connections  
Form 470 Application Number: 211720000677456  
SPIN: 143022163  
Service Provider Name: DISYS Solutions, Inc  
Contract Number: 100608  
Billing Account Number: N/A  
Multiple Billing Account Numbers: N  
Service Start Date: 07/01/2010  
Service End Date: N/A  
Contract Award Date: 01/27/2009  
Contract Expiration Date: 06/30/2011  
Site Identifier: 33148  
Number of Months Recurring Service Provided in Funding Year: 12  
Annual Pre-discount Amount for Eligible Recurring Charges: \$.00  
Annual Pre-discount Amount for Eligible Non-recurring Charges: \$108,688.00  
Pre-discount Amount: \$108,688.00  
Discount Percentage Approved by the USAC: 90%  
Funding Commitment Decision: \$97,819.20 - FRN approved; modified by SLD  
Funding Commitment Decision Explanation: The Contract Expiration Date was changed from 6/30/14 to 6/30/11 to agree with the applicant documentation.

FCDL Date: 01/05/2012

Wave Number: 080

Last Allowable Date for Delivery and Installation for Non-Recurring Services: 09/30/2012

FUNDING COMMITMENT REPORT  
Billed Entity Name: Atlanta Public Schools  
BEN: 127319  
Funding Year: 2010

Comment on RAL corrections: The applicant did not submit any RAL corrections.

Form 471 Application Number: 762323  
Funding Request Number: 2059355  
Funding Status: Funded  
Category of Service: Internal Connections  
Form 470 Application Number: 211720000677456  
SPIN: 143022163  
Service Provider Name: DISYS Solutions, Inc  
Contract Number: 100608  
Billing Account Number: N/A  
Multiple Billing Account Numbers: N  
Service Start Date: 07/01/2010  
Service End Date: N/A  
Contract Award Date: 01/27/2009  
Contract Expiration Date: 06/30/2011  
Site Identifier: 33026  
Number of Months Recurring Service Provided in Funding Year: 12  
Annual Pre-discount Amount for Eligible Recurring Charges: \$.00  
Annual Pre-discount Amount for Eligible Non-recurring Charges: \$133,460.00  
Pre-discount Amount: \$133,460.00  
Discount Percentage Approved by the USAC: 90%  
Funding Commitment Decision: \$120,114.00 - ERN approved; modified by SLD  
Funding Commitment Decision Explanation: The Contract Expiration Date was changed from 6/30/14 to 6/30/11 to agree with the applicant documentation.

FCDL Date: 01/05/2012

Wave Number: 080

Last Allowable Date for Delivery and Installation for Non-Recurring Services: 09/30/2012

FUNDING COMMITMENT REPORT  
Billed Entity Name: Atlanta Public Schools  
BEN: 127319  
Funding Year: 2010

Comment on RAL corrections: The applicant did not submit any RAL corrections.

Form 471 Application Number: 762323  
Funding Request Number: 2059357  
Funding Status: Funded  
Category of Service: Internal Connections  
Form 470 Application Number: 211720000677456  
SPIN: 143022163  
Service Provider Name: DISYS Solutions, Inc  
Contract Number: 100608  
Billing Account Number: N/A  
Multiple Billing Account Numbers: N  
Service Start Date: 07/01/2010  
Service End Date: N/A  
Contract Award Date: 01/27/2009  
Contract Expiration Date: 06/30/2011  
Site Identifier: 211368  
Number of Months Recurring Service Provided in Funding Year: 12  
Annual Pre-discount Amount for Eligible Recurring Charges: \$.00  
Annual Pre-discount Amount for Eligible Non-recurring Charges: \$153,004.00  
Pre-discount Amount: \$153,004.00  
Discount Percentage Approved by the USAC: 90%  
Funding Commitment Decision: \$137,703.60 - FRN approved; modified by SLD  
Funding Commitment Decision Explanation: The Contract Expiration Date was changed from 6/30/14 to 6/30/11 to agree with the applicant documentation.

FCDL Date: 01/05/2012

Wave Number: 080

Last Allowable Date for Delivery and Installation for Non-Recurring Services: 09/30/2012

FUNDING COMMITMENT REPORT  
Billed Entity Name: Atlanta Public Schools  
BEN: 127319  
Funding Year: 2010

Comment on RAL corrections: The applicant did not submit any RAL corrections.

Form 471 Application Number: 762323  
Funding Request Number: 2059358  
Funding Status: Funded  
Category of Service: Internal Connections  
Form 470 Application Number: 211720000677456  
SPIN: 143022163  
Service Provider Name: DISYS Solutions, Inc  
Contract Number: 100608  
Billing Account Number: N/A  
Multiple Billing Account Numbers: N  
Service Start Date: 07/01/2010  
Service End Date: N/A  
Contract Award Date: 01/27/2009  
Contract Expiration Date: 06/30/2011  
Site Identifier: 33152  
Number of Months Recurring Service Provided in Funding Year: 12  
Annual Pre-discount Amount for Eligible Recurring Charges: \$.00  
Annual Pre-discount Amount for Eligible Non-recurring Charges: \$188,272.00  
Pre-discount Amount: \$188,272.00  
Discount Percentage Approved by the USAC: 90%  
Funding Commitment Decision: \$169,444.80 - FRN approved; modified by SLD  
Funding Commitment Decision Explanation: The Contract Expiration Date was changed from 6/30/14 to 6/30/11 to agree with the applicant documentation.

FCDL Date: 01/05/2012

Wave Number: 080

Last Allowable Date for Delivery and Installation for Non-Recurring Services: 09/30/2012

FUNDING COMMITMENT REPORT  
Billed Entity Name: Atlanta Public Schools  
BEN: 127319  
Funding Year: 2010

Comment on RAL corrections: The applicant did not submit any RAL corrections.

Form 471 Application Number: 762323  
Funding Request Number: 2059359  
Funding Status: Funded  
Category of Service: Internal Connections  
Form 470 Application Number: 211720000677456  
SPIN: 143022163  
Service Provider Name: DISYS Solutions, Inc  
Contract Number: 100608  
Billing Account Number: N/A  
Multiple Billing Account Numbers: N  
Service Start Date: 07/01/2010  
Service End Date: N/A  
Contract Award Date: 01/27/2009  
Contract Expiration Date: 06/30/2011  
Site Identifier: 32965  
Number of Months Recurring Service Provided in Funding Year: 12  
Annual Pre-discount Amount for Eligible Recurring Charges: \$.00  
Annual Pre-discount Amount for Eligible Non-recurring Charges: \$55,364.00  
Pre-discount Amount: \$55,364.00  
Discount Percentage Approved by the USAC: 90%  
Funding Commitment Decision: \$49,827.60 - FRN approved; modified by SLD  
Funding Commitment Decision Explanation: The Contract Expiration Date was changed from 6/30/14 to 6/30/11 to agree with the applicant documentation.

FCDL Date: 01/05/2012

Wave Number: 080

Last Allowable Date for Delivery and Installation for Non-Recurring Services: 09/30/2012

FUNDING COMMITMENT REPORT  
Billed Entity Name: Atlanta Public Schools  
BEN: 127319  
Funding Year: 2010

Comment on RAL corrections: The applicant did not submit any RAL corrections.

Form 471 Application Number: 762323  
Funding Request Number: 2059360  
Funding Status: Funded  
Category of Service: Internal Connections  
Form 470 Application Number: 211720000677456  
SPIN: 143022163  
Service Provider Name: DISYS Solutions, Inc  
Contract Number: 100608  
Billing Account Number: N/A  
Multiple Billing Account Numbers: N  
Service Start Date: 07/01/2010  
Service End Date: N/A  
Contract Award Date: 01/27/2009  
Contract Expiration Date: 06/30/2011  
Site Identifier: 33057  
Number of Months Recurring Service Provided in Funding Year: 12  
Annual Pre-discount Amount for Eligible Recurring Charges: \$.00  
Annual Pre-discount Amount for Eligible Non-recurring Charges: \$141,744.00  
Pre-discount Amount: \$141,744.00  
Discount Percentage Approved by the USAC: 90%  
Funding Commitment Decision: \$127,569.60 - FRN approved; modified by SLD  
Funding Commitment Decision Explanation: The Contract Expiration Date was changed from 6/30/14 to 6/30/11 to agree with the applicant documentation.

FCDL Date: 01/05/2012

Wave Number: 080

Last Allowable Date for Delivery and Installation for Non-Recurring Services: 09/30/2012

FUNDING COMMITMENT REPORT  
Billed Entity Name: Atlanta Public Schools  
BEN: 127319  
Funding Year: 2010

Comment on RAL corrections: The applicant did not submit any RAL corrections.

Form 471 Application Number: 762323  
Funding Request Number: 2059361  
Funding Status: Funded  
Category of Service: Internal Connections  
Form 470 Application Number: 211720000677456  
SPIN: 143022163  
Service Provider Name: DISYS Solutions, Inc  
Contract Number: 100608  
Billing Account Number: N/A  
Multiple Billing Account Numbers: N  
Service Start Date: 07/01/2010  
Service End Date: N/A  
Contract Award Date: 01/27/2009  
Contract Expiration Date: 06/30/2011  
Site Identifier: 33019  
Number of Months Recurring Service Provided in Funding Year: 12  
Annual Pre-discount Amount for Eligible Recurring Charges: \$.00  
Annual Pre-discount Amount for Eligible Non-recurring Charges: \$101,932.00  
Pre-discount Amount: \$101,932.00  
Discount Percentage Approved by the USAC: 90%  
Funding Commitment Decision: \$91,738.80 - FRN approved; modified by SLD  
Funding Commitment Decision Explanation: The Contract Expiration Date was changed from 6/30/14 to 6/30/11 to agree with the applicant documentation.

FCDL Date: 01/05/2012

Wave Number: 080

Last Allowable Date for Delivery and Installation for Non-Recurring Services: 09/30/2012

FUNDING COMMITMENT REPORT  
Billed Entity Name: Atlanta Public Schools  
BEN: 127319  
Funding Year: 2010

Comment on RAL corrections: The applicant did not submit any RAL corrections.

Form 471 Application Number: 762323  
Funding Request Number: 2059362  
Funding Status: Funded  
Category of Service: Internal Connections  
Form 470 Application Number: 211720000677456  
SPIN: 143022163  
Service Provider Name: DISYS Solutions, Inc  
Contract Number: 100608  
Billing Account Number: N/A  
Multiple Billing Account Numbers: N  
Service Start Date: 07/01/2010  
Service End Date: N/A  
Contract Award Date: 01/27/2009  
Contract Expiration Date: 06/30/2011  
Site Identifier: 32975  
Number of Months Recurring Service Provided in Funding Year: 12  
Annual Pre-discount Amount for Eligible Recurring Charges: \$.00  
Annual Pre-discount Amount for Eligible Non-recurring Charges: \$89,908.00  
Pre-discount Amount: \$89,908.00  
Discount Percentage Approved by the USAC: 90%  
Funding Commitment Decision: \$80,917.20 - FRN approved; modified by SLD  
Funding Commitment Decision Explanation: The Contract Expiration Date was changed from 6/30/14 to 6/30/11 to agree with the applicant documentation.

FCDL Date: 01/05/2012

Wave Number: 080

Last Allowable Date for Delivery and Installation for Non-Recurring Services: 09/30/2012

FUNDING COMMITMENT REPORT  
Billed Entity Name: Atlanta Public Schools  
BEN: 127319  
Funding Year: 2010

Comment on RAL corrections: The applicant did not submit any RAL corrections.

Form 471 Application Number: 762323  
Funding Request Number: 2059363  
Funding Status: Funded  
Category of Service: Internal Connections  
Form 470 Application Number: 211720000677456  
SPIN: 143022163  
Service Provider Name: DISYS Solutions, Inc  
Contract Number: 100608  
Billing Account Number: N/A  
Multiple Billing Account Numbers: N  
Service Start Date: 07/01/2010  
Service End Date: N/A  
Contract Award Date: 01/27/2009  
Contract Expiration Date: 06/30/2011  
Site Identifier: 33021  
Number of Months Recurring Service Provided in Funding Year: 12  
Annual Pre-discount Amount for Eligible Recurring Charges: \$.00  
Annual Pre-discount Amount for Eligible Non-recurring Charges: \$152,964.00  
Pre-discount Amount: \$152,964.00  
Discount Percentage Approved by the USAC: 90%  
Funding Commitment Decision: \$137,667.60 - FRN approved; modified by SLD  
Funding Commitment Decision Explanation: The Contract Expiration Date was changed  
from 6/30/14 to 6/30/11 to agree with the applicant documentation.  
FCDL Date: 01/05/2012  
Wave Number: 080  
Last Allowable Date for Delivery and Installation for Non-Recurring Services: 09/30/2012

FUNDING COMMITMENT REPORT  
Billed Entity Name: Atlanta Public Schools  
BEN: 127319  
Funding Year: 2010

Comment on RAL corrections: The applicant did not submit any RAL corrections.

Form 471 Application Number: 762323  
Funding Request Number: 2059365  
Funding Status: Funded  
Category of Service: Internal Connections  
Form 470 Application Number: 211720000677456  
SPIN: 143022163  
Service Provider Name: DISYS Solutions, Inc  
Contract Number: 100608  
Billing Account Number: N/A  
Multiple Billing Account Numbers: N  
Service Start Date: 07/01/2010  
Service End Date: N/A  
Contract Award Date: 01/27/2009  
Contract Expiration Date: 06/30/2011  
Site Identifier: 32976  
Number of Months Recurring Service Provided in Funding Year: 12  
Annual Pre-discount Amount for Eligible Recurring Charges: \$.00  
Annual Pre-discount Amount for Eligible Non-recurring Charges: \$89,526.00  
Pre-discount Amount: \$89,526.00  
Discount Percentage Approved by the USAC: 90%  
Funding Commitment Decision: \$80,573.40 - ERN approved; modified by SLD  
Funding Commitment Decision Explanation: The Contract Expiration Date was changed  
from 6/30/14 to 6/30/11 to agree with the applicant documentation.  
FCDL Date: 01/05/2012  
Wave Number: 080  
Last Allowable Date for Delivery and Installation for Non-Recurring Services: 09/30/2012

FUNDING COMMITMENT REPORT  
Billed Entity Name: Atlanta Public Schools  
BEN: 127319  
Funding Year: 2010

Comment on RAL corrections: The applicant did not submit any RAL corrections.

Form 471 Application Number: 762323  
Funding Request Number: 2059366  
Funding Status: Funded  
Category of Service: Internal Connections  
Form 470 Application Number: 211720000677456  
SPIN: 143022163  
Service Provider Name: DISYS Solutions, Inc  
Contract Number: 100608  
Billing Account Number: N/A  
Multiple Billing Account Numbers: N  
Service Start Date: 07/01/2010  
Service End Date: N/A  
Contract Award Date: 01/27/2009  
Contract Expiration Date: 06/30/2011  
Site Identifier: 33056  
Number of Months Recurring Service Provided in Funding Year: 12  
Annual Pre-discount Amount for Eligible Recurring Charges: \$.00  
Annual Pre-discount Amount for Eligible Non-recurring Charges: \$81,664.00  
Pre-discount Amount: \$81,664.00  
Discount Percentage Approved by the USAC: 90%  
Funding Commitment Decision: \$73,497.60 - ERN approved; modified by SLD  
Funding Commitment Decision Explanation: The Contract Expiration Date was changed from 6/30/14 to 6/30/11 to agree with the applicant documentation.

FCDL Date: 01/05/2012

Wave Number: 080

Last Allowable Date for Delivery and Installation for Non-Recurring Services: 09/30/2012

FUNDING COMMITMENT REPORT  
Billed Entity Name: Atlanta Public Schools  
BEN: 127319  
Funding Year: 2010

Comment on RAL corrections: The applicant did not submit any RAL corrections.

Form 471 Application Number: 762323  
Funding Request Number: 2059367  
Funding Status: Not Funded  
Category of Service: Internal Connections  
Form 470 Application Number: 725030000763016  
SPIN: 143006183  
Service Provider Name: PC Specialists, Inc  
Contract Number: 100109  
Billing Account Number: N/A  
Multiple Billing Account Numbers: N  
Service Start Date: 07/01/2010  
Service End Date: N/A  
Contract Award Date: 12/22/2009  
Contract Expiration Date: 12/31/2011  
Site Identifier: 33148  
Number of Months Recurring Service Provided in Funding Year: 12  
Annual Pre-discount Amount for Eligible Recurring Charges: \$ .00  
Annual Pre-discount Amount for Eligible Non-recurring Charges: \$88,274.00  
Pre-discount Amount: \$88,274.00  
Discount Percentage Approved by the USAC: 90%  
Funding Commitment Decision: \$0.00 - Selective - Bidding Violation  
Funding Commitment Decision Explanation: MR: The Contract Expiration Date was changed from 12/13/14 to 12/31/11 to agree with documentation. <><><><><> DR: FCC rules mandate fair and open competition and that the winning vendor should be selected with price of the eligible goods and services given the most weight. Even though that process was followed, the winning vendor was not selected in accordance with the process listed in the vendor selection documentation provided during the review, which violates program rules. After scoring all bids, you did not select the bid that received the most points, SmartWave. SmartWave Technologies LLC received nearly five points more than Technology Integration Group, a Xirrus reseller, and in spite of outcome you did not select SmartWave as the winning bid, which is a violation of program rules. SmartWave was not disqualified from the bid, and therefore, after receiving the most points in the evaluation, and in accordance with program rules, should have been awarded the contract. Applicants have significant latitude in developing the bid evaluation criteria, as long as price of the eligible goods and services is the primary factor. However, after determining those criteria and scoring the bids, the applicant must abide by the outcome of that review process and cannot then change the outcome at will even if, as you stated, you believed that the decision to change the award was in the best interest of the district. Furthermore, the RFP for these requests mirrors language taken from the Xirrus website. Specifically, RFP Section 3.3 titled Priorities is a near exact copy of the Guide for Designing a Wi-Fi Network from the Xirrus website. Copying the RFP requirements from a vendor's website signals to other bidders that the district may have already reached a conclusion about the outcome of the competitive bidding process before it has run, and compromises the fair and open competitive bidding process required by FCC rules. Accordingly, the FRN is denied.

FCDL Date: 01/05/2012  
Wave Number: 080  
Last Allowable Date for Delivery and Installation for Non-Recurring Services: 09/30/2012

FUNDING COMMITMENT REPORT  
Billed Entity Name: Atlanta Public Schools  
BEN: 127319  
Funding Year: 2010

Comment on RAL corrections: The applicant did not submit any RAL corrections.

Form 471 Application Number: 762323  
Funding Request Number: 2059369  
Funding Status: Not Funded  
Category of Service: Internal Connections  
Form 470 Application Number: 725030000763016  
SPIN: 143006183  
Service Provider Name: PC Specialists, Inc  
Contract Number: 100109  
Billing Account Number: N/A  
Multiple Billing Account Numbers: N  
Service Start Date: 07/01/2010  
Service End Date: N/A  
Contract Award Date: 12/22/2009  
Contract Expiration Date: 12/31/2011  
Site Identifier: 33026  
Number of Months Recurring Service Provided in Funding Year: 12  
Annual Pre-discount Amount for Eligible Recurring Charges: \$.00  
Annual Pre-discount Amount for Eligible Non-recurring Charges: \$88,274.00  
Pre-discount Amount: \$88,274.00  
Discount Percentage Approved by the USAC: 90%  
Funding Commitment Decision: \$0.00 - Selective - Bidding Violation  
Funding Commitment Decision Explanation: MR: The Contract Expiration Date was changed from 12/13/14 to 12/31/11 to agree with documentation. <><><><><> DR: FCC rules mandate fair and open competition and that the winning vendor should be selected with price of the eligible goods and services given the most weight. Even though that process was followed, the winning vendor was not selected in accordance with the process listed in the vendor selection documentation provided during the review, which violates program rules. After scoring all bids, you did not select the bid that received the most points, SmartWave. SmartWave Technologies LLC received nearly five points more than Technology Integration Group, a Xirus reseller, and in spite of outcome you did not select SmartWave as the winning bid, which is a violation of program rules. SmartWave was not disqualified from the bid, and therefore, after receiving the most points in the evaluation, and in accordance with program rules, should have been awarded the contract. Applicants have significant latitude in developing the bid evaluation criteria, as long as price of the eligible goods and services is the primary factor. However, after determining those criteria and scoring the bids, the applicant must abide by the outcome of that review process and cannot then change the outcome at will even if, as you stated, you believed that the decision to change the award was in the best interest of the district. Furthermore, the RFP for these requests mirrors language taken from the Xirus website. Specifically, RFP Section 3.3 titled Priorities is a near exact copy of the Guide for Designing a Wi-Fi Network from the Xirus website. Copying the RFP requirements from a vendor's website signals to other bidders that the district may have already reached a conclusion about the outcome of the competitive bidding process before it has run, and compromises the fair and open competitive bidding process required by FCC rules. Accordingly, the FRN is denied.

FCDL Date: 01/05/2012

Wave Number: 080

Last Allowable Date for Delivery and Installation for Non-Recurring Services: 09/30/2012

FUNDING COMMITMENT REPORT  
Billed Entity Name: Atlanta Public Schools  
BEN: 127319  
Funding Year: 2010

Comment on RAL corrections: The applicant did not submit any RAL corrections.

Form 471 Application Number: 762323

Funding Request Number: 2059370

Funding Status: Not Funded

Category of Service: Internal Connections

Form 470 Application Number: 725030000763016

SPIN: 143006183

Service Provider Name: PC Specialists, Inc

Contract Number: 100109

Billing Account Number: N/A

Multiple Billing Account Numbers: N

Service Start Date: 07/01/2010

Service End Date: N/A

Contract Award Date: 12/22/2009

Contract Expiration Date: 12/31/2011

Site Identifier: 211368

Number of Months Recurring Service Provided in Funding Year: 12

Annual Pre-discount Amount for Eligible Recurring Charges: \$.00

Annual Pre-discount Amount for Eligible Non-recurring Charges: \$88,274.00

Pre-discount Amount: \$88,274.00

Discount Percentage Approved by the USAC: 90%

Funding Commitment Decision: \$0.00 - Selective - Bidding Violation

Funding Commitment Decision Explanation: MR: The Contract Expiration Date was changed from 12/13/14 to 12/31/11 to agree with documentation. <><><><><> DR: FCC rules mandate fair and open competition and that the winning vendor should be selected with price of the eligible goods and services given the most weight. Even though that process was followed, the winning vendor was not selected in accordance with the process listed in the vendor selection documentation provided during the review, which violates program rules. After scoring all bids, you did not select the bid that received the most points, SmartWave. SmartWave Technologies LLC received nearly five points more than Technology Integration Group, a Xirrus reseller, and in spite of outcome you did not select SmartWave as the winning bid, which is a violation of program rules. SmartWave was not disqualified from the bid, and therefore, after receiving the most points in the evaluation, and in accordance with program rules, should have been awarded the contract. Applicants have significant latitude in developing the bid evaluation criteria, as long as price of the eligible goods and services is the primary factor. However, after determining those criteria and scoring the bids, the applicant must abide by the outcome of that review process and cannot then change the outcome at will even if, as you stated, you believed that the decision to change the award was in the best interest of the district. Furthermore, the RFP for these requests mirrors language taken from the Xirrus website. Specifically, RFP Section 3.3 titled Priorities is a near exact copy of the Guide for Designing a Wi-Fi Network from the Xirrus website. Copying the RFP requirements from a vendor's website signals to other bidders that the district may have already reached a conclusion about the outcome of the competitive bidding process before it has run, and compromises the fair and open competitive bidding process required by FCC rules. Accordingly, the FRN is denied.

FCDL Date: 01/05/2012

Wave Number: 080

Last Allowable Date for Delivery and Installation for Non-Recurring Services: 09/30/2012

FUNDING COMMITMENT REPORT  
Billed Entity Name: Atlanta Public Schools  
BEN: 127319  
Funding Year: 2010

Comment on RAL corrections: The applicant did not submit any RAL corrections.

Form 471 Application Number: 762323  
Funding Request Number: 2059371  
Funding Status: Not Funded  
Category of Service: Internal Connections  
Form 470 Application Number: 725030000763016  
SPIN: 143006183  
Service Provider Name: PC Specialists, Inc  
Contract Number: 100109  
Billing Account Number: N/A  
Multiple Billing Account Numbers: N  
Service Start Date: 07/01/2010  
Service End Date: N/A  
Contract Award Date: 12/22/2009  
Contract Expiration Date: 12/31/2011  
Site Identifier: 33152  
Number of Months Recurring Service Provided in Funding Year: 12  
Annual Pre-discount Amount for Eligible Recurring Charges: \$.00  
Annual Pre-discount Amount for Eligible Non-recurring Charges: \$88,274.00  
Pre-discount Amount: \$88,274.00  
Discount Percentage Approved by the USAC: 90%  
Funding Commitment Decision: \$0.00 - Selective - Bidding Violation  
Funding Commitment Decision Explanation: MR: The Contract Expiration Date was changed from 12/13/14 to 12/31/11 to agree with documentation. <><><><><> DR: FCC rules mandate fair and open competition and that the winning vendor should be selected with price of the eligible goods and services given the most weight. Even though that process was followed, the winning vendor was not selected in accordance with the process listed in the vendor selection documentation provided during the review, which violates program rules. After scoring all bids, you did not select the bid that received the most points, SmartWave. SmartWave Technologies LLC received nearly five points more than Technology Integration Group, a Xirrus reseller, and in spite of outcome you did not select SmartWave as the winning bid, which is a violation of program rules. SmartWave was not disqualified from the bid, and therefore, after receiving the most points in the evaluation, and in accordance with program rules, should have been awarded the contract. Applicants have significant latitude in developing the bid evaluation criteria, as long as price of the eligible goods and services is the primary factor. However, after determining those criteria and scoring the bids, the applicant must abide by the outcome of that review process and cannot then change the outcome at will even if, as you stated, you believed that the decision to change the award was in the best interest of the district. Furthermore, the RFP for these requests mirrors language taken from the Xirrus website. Specifically, RFP Section 3.3 titled Priorities is a near exact copy of the Guide for Designing a Wi-Fi Network from the Xirrus website. Copying the RFP requirements from a vendor's website signals to other bidders that the district may have already reached a conclusion about the outcome of the competitive bidding process before it has run, and compromises the fair and open competitive bidding process required by FCC rules. Accordingly, the FRN is denied.

FCDL Date: 01/05/2012  
Wave Number: 080  
Last Allowable Date for Delivery and Installation for Non-Recurring Services: 09/30/2012

FUNDING COMMITMENT REPORT  
Billed Entity Name: Atlanta Public Schools  
BEN: 127319  
Funding Year: 2010

Comment on RAL corrections: The applicant did not submit any RAL corrections.

Form 471 Application Number: 762323  
Funding Request Number: 2059372  
Funding Status: Not Funded  
Category of Service: Internal Connections  
Form 470 Application Number: 725030000763016  
SPIN: 143006183  
Service Provider Name: PC Specialists, Inc  
Contract Number: 100109  
Billing Account Number: N/A  
Multiple Billing Account Numbers: N  
Service Start Date: 07/01/2010  
Service End Date: N/A  
Contract Award Date: 12/22/2009  
Contract Expiration Date: 12/31/2011  
Site Identifier: 32965  
Number of Months Recurring Service Provided in Funding Year: 12  
Annual Pre-discount Amount for Eligible Recurring Charges: \$.00  
Annual Pre-discount Amount for Eligible Non-recurring Charges: \$88,274.00  
Pre-discount Amount: \$88,274.00  
Discount Percentage Approved by the USAC: 90%  
Funding Commitment Decision: \$0.00 - Selective - Bidding Violation  
Funding Commitment Decision Explanation: MR: The Contract Expiration Date was changed from 12/13/14 to 12/31/11 to agree with documentation. <><><><><> DR: FCC rules mandate fair and open competition and that the winning vendor should be selected with price of the eligible goods and services given the most weight. Even though that process was followed, the winning vendor was not selected in accordance with the process listed in the vendor selection documentation provided during the review, which violates program rules. After scoring all bids, you did not select the bid that received the most points, SmartWave. SmartWave Technologies LLC received nearly five points more than Technology Integration Group, a Xirrus reseller, and in spite of outcome you did not select SmartWave as the winning bid, which is a violation of program rules. SmartWave was not disqualified from the bid, and therefore, after receiving the most points in the evaluation, and in accordance with program rules, should have been awarded the contract. Applicants have significant latitude in developing the bid evaluation criteria, as long as price of the eligible goods and services is the primary factor. However, after determining those criteria and scoring the bids, the applicant must abide by the outcome of that review process and cannot then change the outcome at will even if, as you stated, you believed that the decision to change the award was in the best interest of the district. Furthermore, the RFP for these requests mirrors language taken from the Xirrus website. Specifically, RFP Section 3.3 titled Priorities is a near exact copy of the Guide for Designing a Wi-Fi Network from the Xirrus website. Copying the RFP requirements from a vendor's website signals to other bidders that the district may have already reached a conclusion about the outcome of the competitive bidding process before it has run, and compromises the fair and open competitive bidding process required by FCC rules. Accordingly, the FRN is denied.

FCDL Date: 01/05/2012  
Wave Number: 080  
Last Allowable Date for Delivery and Installation for Non-Recurring Services: 09/30/2012

FUNDING COMMITMENT REPORT  
Billed Entity Name: Atlanta Public Schools  
BEN: 127319  
Funding Year: 2010

Comment on RAL corrections: The applicant did not submit any RAL corrections.

Form 471 Application Number: 762323  
Funding Request Number: 2059374  
Funding Status: Not Funded  
Category of Service: Internal Connections  
Form 470 Application Number: 725030000763016  
SPIN: 143006183  
Service Provider Name: PC Specialists, Inc  
Contract Number: 100109  
Billing Account Number: N/A  
Multiple Billing Account Numbers: N  
Service Start Date: 07/01/2010  
Service End Date: N/A  
Contract Award Date: 12/22/2009  
Contract Expiration Date: 12/31/2011  
Site Identifier: 33057  
Number of Months Recurring Service Provided in Funding Year: 12  
Annual Pre-discount Amount for Eligible Recurring Charges: \$.00  
Annual Pre-discount Amount for Eligible Non-recurring Charges: \$88,274.00  
Pre-discount Amount: \$88,274.00  
Discount Percentage Approved by the USAC: 90%  
Funding Commitment Decision: \$0.00 - Selective - Bidding Violation  
Funding Commitment Decision Explanation: MR: The Contract Expiration Date was changed from 12/13/14 to 12/31/11 to agree with your documentation. <><><><><> DR: FCC rules mandate fair and open competition and that the winning vendor should be selected with price of the eligible goods and services given the most weight. Even though that process was followed, the winning vendor was not selected in accordance with the process listed in the vendor selection documentation provided during the review, which violates program rules. After scoring all bids, you did not select the bid that received the most points, SmartWave. SmartWave Technologies LLC received nearly five points more than Technology Integration Group, a Xirrus reseller, and in spite of outcome you did not select SmartWave as the winning bid, which is a violation of program rules. SmartWave was not disqualified from the bid, and therefore, after receiving the most points in the evaluation, and in accordance with program rules, should have been awarded the contract. Applicants have significant latitude in developing the bid evaluation criteria, as long as price of the eligible goods and services is the primary factor. However, after determining those criteria and scoring the bids, the applicant must abide by the outcome of that review process and cannot then change the outcome at will even if, as you stated, you believed that the decision to change the award was in the best interest of the district. Furthermore, the RFP for these requests mirrors language taken from the Xirrus website. Specifically, RFP Section 3.3 titled Priorities is a near exact copy of the Guide for Designing a Wi-Fi Network from the Xirrus website. Copying the RFP requirements from a vendor's website signals to other bidders that the district may have already reached a conclusion about the outcome of the competitive bidding process before it has run, and compromises the fair and open competitive bidding process required by FCC rules. Accordingly, the FRN is denied.

FCDL Date: 01/05/2012

Wave Number: 080

Last Allowable Date for Delivery and Installation for Non-Recurring Services: 09/30/2012

FUNDING COMMITMENT REPORT  
Billed Entity Name: Atlanta Public Schools  
BEN: 127319  
Funding Year: 2010

Comment on RAL corrections: The applicant did not submit any RAL corrections.

Form 471 Application Number: 762323  
Funding Request Number: 2059376  
Funding Status: Not Funded  
Category of Service: Internal Connections  
Form 470 Application Number: 725030000763016  
SPIN: 143006183  
Service Provider Name: PC Specialists, Inc  
Contract Number: 100109  
Billing Account Number: N/A  
Multiple Billing Account Numbers: N  
Service Start Date: 07/01/2010  
Service End Date: N/A  
Contract Award Date: 12/22/2009  
Contract Expiration Date: 12/31/2011  
Site Identifier: 33019  
Number of Months Recurring Service Provided in Funding Year: 12  
Annual Pre-discount Amount for Eligible Recurring Charges: \$.00  
Annual Pre-discount Amount for Eligible Non-recurring Charges: \$88,274.00  
Pre-discount Amount: \$88,274.00  
Discount Percentage Approved by the USAC: 90%  
Funding Commitment Decision: \$0.00 - Selective - Bidding Violation  
Funding Commitment Decision Explanation: MR: The Contract Expiration Date was changed from 12/13/14 to 12/31/11 to agree with documentation. <><><><><> DR: FCC rules mandate fair and open competition and that the winning vendor should be selected with price of the eligible goods and services given the most weight. Even though that process was followed, the winning vendor was not selected in accordance with the process listed in the vendor selection documentation provided during the review, which violates program rules. After scoring all bids, you did not select the bid that received the most points, SmartWave. SmartWave Technologies LLC received nearly five points more than Technology Integration Group, a Xirrus reseller, and in spite of outcome you did not select SmartWave as the winning bid, which is a violation of program rules. SmartWave was not disqualified from the bid, and therefore, after receiving the most points in the evaluation, and in accordance with program rules, should have been awarded the contract. Applicants have significant latitude in developing the bid evaluation criteria, as long as price of the eligible goods and services is the primary factor. However, after determining those criteria and scoring the bids, the applicant must abide by the outcome of that review process and cannot then change the outcome at will even if, as you stated, you believed that the decision to change the award was in the best interest of the district. Furthermore, the RFP for these requests mirrors language taken from the Xirrus website. Specifically, RFP Section 3.3 titled Priorities is a near exact copy of the Guide for Designing a Wi-Fi Network from the Xirrus website. Copying the RFP requirements from a vendor's website signals to other bidders that the district may have already reached a conclusion about the outcome of the competitive bidding process before it has run, and compromises the fair and open competitive bidding process required by FCC rules. Accordingly, the FRN is denied.

ECDL Date: 01/05/2012

Wave Number: 080

Last Allowable Date for Delivery and Installation for Non-Recurring Services: 09/30/2012

FUNDING COMMITMENT REPORT  
Billed Entity Name: Atlanta Public Schools  
BEN: 127319  
Funding Year: 2010

Comment on RAL corrections: The applicant did not submit any RAL corrections.

Form 471 Application Number: 762323  
Funding Request Number: 2059377  
Funding Status: Not Funded  
Category of Service: Internal Connections  
Form 470 Application Number: 725030000763016  
SPIN: 143006183  
Service Provider Name: PC Specialists, Inc  
Contract Number: 100109  
Billing Account Number: N/A  
Multiple Billing Account Numbers: N  
Service Start Date: 07/01/2010  
Service End Date: N/A  
Contract Award Date: 12/22/2009  
Contract Expiration Date: 12/31/2011  
Site Identifier: 32975  
Number of Months Recurring Service Provided in Funding Year: 12  
Annual Pre-discount Amount for Eligible Recurring Charges: \$.00  
Annual Pre-discount Amount for Eligible Non-recurring Charges: \$88,274.00  
Pre-discount Amount: \$88,274.00  
Discount Percentage Approved by the USAC: 90%  
Funding Commitment Decision: \$0.00 - Selective - Bidding Violation  
Funding Commitment Decision Explanation: MR: The Contract Expiration Date was changed from 12/13/14 to 12/31/11 to agree with documentation. <><><><><> DR: FCC rules mandate fair and open competition and that the winning vendor should be selected with price of the eligible goods and services given the most weight. Even though that process was followed, the winning vendor was not selected in accordance with the process listed in the vendor selection documentation provided during the review, which violates program rules. After scoring all bids, you did not select the bid that received the most points, SmartWave. SmartWave Technologies LLC received nearly five points more than Technology Integration Group, a Xirrus reseller, and in spite of outcome you did not select SmartWave as the winning bid, which is a violation of program rules. SmartWave was not disqualified from the bid, and therefore, after receiving the most points in the evaluation, and in accordance with program rules, should have been awarded the contract. Applicants have significant latitude in developing the bid evaluation criteria, as long as price of the eligible goods and services is the primary factor. However, after determining those criteria and scoring the bids, the applicant must abide by the outcome of that review process and cannot then change the outcome at will even if, as you stated, you believed that the decision to change the award was in the best interest of the district. Furthermore, the RFP for these requests mirrors language taken from the Xirrus website. Specifically, RFP Section 3.3 titled Priorities is a near exact copy of the Guide for Designing a Wi-Fi Network from the Xirrus website. Copying the RFP requirements from a vendor's website signals to other bidders that the district may have already reached a conclusion about the outcome of the competitive bidding process before it has run, and compromises the fair and open competitive bidding process required by FCC rules. Accordingly, the FRN is denied.

FCDL Date: 01/05/2012

Wave Number: 080

Last Allowable Date for Delivery and Installation for Non-Recurring Services: 09/30/2012

FUNDING COMMITMENT REPORT  
Billed Entity Name: Atlanta Public Schools  
BEN: 127319  
Funding Year: 2010

Comment on RAL corrections: The applicant did not submit any RAL corrections.

Form 471 Application Number: 762323  
Funding Request Number: 2059378  
Funding Status: Not Funded  
Category of Service: Internal Connections  
Form 470 Application Number: 725030000763016  
SPIN: 143006183  
Service Provider Name: PC Specialists, Inc  
Contract Number: 100109  
Billing Account Number: N/A  
Multiple Billing Account Numbers: N  
Service Start Date: 07/01/2010  
Service End Date: N/A  
Contract Award Date: 12/22/2009  
Contract Expiration Date: 12/31/2011  
Site Identifier: 33021  
Number of Months Recurring Service Provided in Funding Year: 12  
Annual Pre-discount Amount for Eligible Recurring Charges: \$.00  
Annual Pre-discount Amount for Eligible Non-recurring Charges: \$88,274.00  
Pre-discount Amount: \$88,274.00  
Discount Percentage Approved by the USAC: 90%

Funding Commitment Decision: \$0.00 - Selective - Bidding Violation  
Funding Commitment Decision Explanation: MR: The Contract Expiration Date was changed from 12/13/14 to 12/31/11 to agree with documentation. <><><><><> DR: FCC rules mandate fair and open competition and that the winning vendor should be selected with price of the eligible goods and services given the most weight. Even though that process was followed, the winning vendor was not selected in accordance with the process listed in the vendor selection documentation provided during the review, which violates program rules. After scoring all bids, you did not select the bid that received the most points, SmartWave. SmartWave Technologies LLC received nearly five points more than Technology Integration Group, a Xirrus reseller, and in spite of outcome you did not select SmartWave as the winning bid, which is a violation of program rules. SmartWave was not disqualified from the bid, and therefore, after receiving the most points in the evaluation, and in accordance with program rules, should have been awarded the contract. Applicants have significant latitude in developing the bid evaluation criteria, as long as price of the eligible goods and services is the primary factor. However, after determining those criteria and scoring the bids, the applicant must abide by the outcome of that review process and cannot then change the outcome at will even if, as you stated, you believed that the decision to change the award was in the best interest of the district. Furthermore, the RFP for these requests mirrors language taken from the Xirrus website. Specifically, RFP Section 3.3 titled Priorities is a near exact copy of the Guide for Designing a Wi-Fi Network from the Xirrus website. Copying the RFP requirements from a vendor's website signals to other bidders that the district may have already reached a conclusion about the outcome of the competitive bidding process before it has run, and compromises the fair and open competitive bidding process required by FCC rules. Accordingly, the FRN is denied.

FCDL Date: 01/05/2012  
Wave Number: 080  
Last Allowable Date for Delivery and Installation for Non-Recurring Services: 09/30/2012

FUNDING COMMITMENT REPORT  
Billed Entity Name: Atlanta Public Schools  
BEN: 127319  
Funding Year: 2010

Comment on RAL corrections: The applicant did not submit any RAL corrections.

Form 471 Application Number: 762323  
Funding Request Number: 2059379  
Funding Status: Not Funded  
Category of Service: Internal Connections  
Form 470 Application Number: 725030000763016  
SPIN: 143006183  
Service Provider Name: PC Specialists, Inc  
Contract Number: 100109  
Billing Account Number: N/A  
Multiple Billing Account Numbers: N  
Service Start Date: 07/01/2010  
Service End Date: N/A  
Contract Award Date: 12/22/2009  
Contract Expiration Date: 12/31/2011  
Site Identifier: 32976  
Number of Months Recurring Service Provided in Funding Year: 12  
Annual Pre-discount Amount for Eligible Recurring Charges: \$.00  
Annual Pre-discount Amount for Eligible Non-recurring Charges: \$88,274.00  
Pre-discount Amount: \$88,274.00  
Discount Percentage Approved by the USAC: 90%  
Funding Commitment Decision: \$0.00 - Selective - Bidding Violation  
Funding Commitment Decision Explanation: MR: The Contract Expiration Date was changed from 12/13/14 to 12/31/11 to agree with documentation. <><><><><> DR: FCC rules mandate fair and open competition and that the winning vendor should be selected with price of the eligible goods and services given the most weight. Even though that process was followed, the winning vendor was not selected in accordance with the process listed in the vendor selection documentation provided during the review, which violates program rules. After scoring all bids, you did not select the bid that received the most points, SmartWave. SmartWave Technologies LLC received nearly five points more than Technology Integration Group, a Xirrus reseller, and in spite of outcome you did not select SmartWave as the winning bid, which is a violation of program rules. SmartWave was not disqualified from the bid, and therefore, after receiving the most points in the evaluation, and in accordance with program rules, should have been awarded the contract. Applicants have significant latitude in developing the bid evaluation criteria, as long as price of the eligible goods and services is the primary factor. However, after determining those criteria and scoring the bids, the applicant must abide by the outcome of that review process and cannot then change the outcome at will even if, as you stated, you believed that the decision to change the award was in the best interest of the district. Furthermore, the RFP for these requests mirrors language taken from the Xirrus website. Specifically, RFP Section 3.3 titled Priorities is a near exact copy of the Guide for Designing a Wi-Fi Network from the Xirrus website. Copying the RFP requirements from a vendor's website signals to other bidders that the district may have already reached a conclusion about the outcome of the competitive bidding process before it has run, and compromises the fair and open competitive bidding process required by FCC rules. Accordingly, the FRN is denied.

FCDL Date: 01/05/2012

Wave Number: 080

Last Allowable Date for Delivery and Installation for Non-Recurring Services: 09/30/2012

FUNDING COMMITMENT REPORT  
Billed Entity Name: Atlanta Public Schools  
BEN: 127319  
Funding Year: 2010

Comment on RAL corrections: The applicant did not submit any RAL corrections.

Form 471 Application Number: 762323  
Funding Request Number: 2059380  
Funding Status: Not Funded  
Category of Service: Internal Connections  
Form 470 Application Number: 725030000763016  
SPIN: 143006183  
Service Provider Name: PC Specialists, Inc  
Contract Number: 100109  
Billing Account Number: N/A  
Multiple Billing Account Numbers: N  
Service Start Date: 07/01/2010  
Service End Date: N/A  
Contract Award Date: 12/22/2009  
Contract Expiration Date: 12/31/2011  
Site Identifier: 33056  
Number of Months Recurring Service Provided in Funding Year: 12  
Annual Pre-discount Amount for Eligible Recurring Charges: \$.00  
Annual Pre-discount Amount for Eligible Non-recurring Charges: \$88,274.00  
Pre-discount Amount: \$88,274.00  
Discount Percentage Approved by the USAC: 90%  
Funding Commitment Decision: \$0.00 - Selective - Bidding Violation  
Funding Commitment Decision Explanation: MR: The Contract Expiration Date was changed from 12/13/14 to 12/31/11 to agree with documentation. <><><><><> DR: FCC rules mandate fair and open competition and that the winning vendor should be selected with price of the eligible goods and services given the most weight. Even though that process was followed, the winning vendor was not selected in accordance with the process listed in the vendor selection documentation provided during the review, which violates program rules. After scoring all bids, you did not select the bid that received the most points, SmartWave. SmartWave Technologies LLC received nearly five points more than Technology Integration Group, a Xirrus reseller, and in spite of outcome you did not select SmartWave as the winning bid, which is a violation of program rules. SmartWave was not disqualified from the bid, and therefore, after receiving the most points in the evaluation, and in accordance with program rules, should have been awarded the contract. Applicants have significant latitude in developing the bid evaluation criteria, as long as price of the eligible goods and services is the primary factor. However, after determining those criteria and scoring the bids, the applicant must abide by the outcome of that review process and cannot then change the outcome at will even if, as you stated, you believed that the decision to change the award was in the best interest of the district. Furthermore, the RFP for these requests mirrors language taken from the Xirrus website. Specifically, RFP Section 3.3 titled Priorities is a near exact copy of the Guide for Designing a Wi-Fi Network from the Xirrus website. Copying the RFP requirements from a vendor's website signals to other bidders that the district may have already reached a conclusion about the outcome of the competitive bidding process before it has run, and compromises the fair and open competitive bidding process required by FCC rules. Accordingly, the FRN is denied.

FCDL Date: 01/05/2012  
Wave Number: 080  
Last Allowable Date for Delivery and Installation for Non-Recurring Services: 09/30/2012

FUNDING COMMITMENT REPORT  
Billed Entity Name: Atlanta Public Schools  
BEN: 127319  
Funding Year: 2010

Comment on RAL corrections: The applicant did not submit any RAL corrections.

Form 471 Application Number: 762323  
Funding Request Number: 2059381  
Funding Status: Not Funded  
Category of Service: Internal Connections  
Form 470 Application Number: 725030000763016  
SPIN: 143006183  
Service Provider Name: PC Specialists, Inc  
Contract Number: 100109  
Billing Account Number: N/A  
Multiple Billing Account Numbers: N  
Service Start Date: 07/01/2010  
Service End Date: N/A  
Contract Award Date: 12/22/2009  
Contract Expiration Date: 12/31/2011  
Site Identifier: 32981

Number of Months Recurring Service Provided in Funding Year: 12  
Annual Pre-discount Amount for Eligible Recurring Charges: \$.00  
Annual Pre-discount Amount for Eligible Non-recurring Charges: \$88,274.00  
Pre-discount Amount: \$88,274.00

Discount Percentage Approved by the USAC: 80%

Funding Commitment Decision: \$0.00 - Selective - Bidding Violation

Funding Commitment Decision Explanation: MR: The Contract Expiration Date was changed from 12/13/14 to 12/31/11 to agree with documentation. <><><><><> DR: FCC rules mandate fair and open competition and that the winning vendor should be selected with price of the eligible goods and services given the most weight. Even though that process was followed, the winning vendor was not selected in accordance with the process listed in the vendor selection documentation provided during the review, which violates program rules. After scoring all bids, you did not select the bid that received the most points, SmartWave. SmartWave Technologies LLC received nearly five points more than Technology Integration Group, a Xirrus reseller, and in spite of outcome you did not select SmartWave as the winning bid, which is a violation of program rules. SmartWave was not disqualified from the bid, and therefore, after receiving the most points in the evaluation, and in accordance with program rules, should have been awarded the contract. Applicants have significant latitude in developing the bid evaluation criteria, as long as price of the eligible goods and services is the primary factor. However, after determining those criteria and scoring the bids, the applicant must abide by the outcome of that review process and cannot then change the outcome at will even if, as you stated, you believed that the decision to change the award was in the best interest of the district. Furthermore, the RFP for these requests mirrors language taken from the Xirrus website. Specifically, RFP Section 3.3 titled Priorities is a near exact copy of the Guide for Designing a Wi-Fi Network from the Xirrus website. Copying the RFP requirements from a vendor's website signals to other bidders that the district may have already reached a conclusion about the outcome of the competitive bidding process before it has run, and compromises the fair and open competitive bidding process required by FCC rules. Accordingly, the FRN is denied.

FCDL Date: 01/05/2012

Wave Number: 080

Last Allowable Date for Delivery and Installation for Non-Recurring Services: 09/30/2012

FUNDING COMMITMENT REPORT  
Billed Entity Name: Atlanta Public Schools  
BEN: 127319  
Funding Year: 2010

Comment on RAL corrections: The applicant did not submit any RAL corrections.

Form 471 Application Number: 762323  
Funding Request Number: 2059382  
Funding Status: Not Funded  
Category of Service: Internal Connections  
Form 470 Application Number: 725030000763016  
SPIN: 143006183  
Service Provider Name: PC Specialists, Inc  
Contract Number: 100109  
Billing Account Number: N/A  
Multiple Billing Account Numbers: N  
Service Start Date: 07/01/2010  
Service End Date: N/A  
Contract Award Date: 12/22/2009  
Contract Expiration Date: 12/31/2011  
Shared Worksheet Number: 1254141  
Number of Months Recurring Service Provided in Funding Year: 12  
Annual Pre-discount Amount for Eligible Recurring Charges: \$.00  
Annual Pre-discount Amount for Eligible Non-recurring Charges: \$1,412,384.00  
Pre-discount Amount: \$1,412,384.00  
Discount Percentage Approved by the USAC: 90%  
Funding Commitment Decision: \$0.00 - Selective - Bidding Violation  
Funding Commitment Decision Explanation: MR: The Contract Expiration Date was changed from 12/13/14 to 12/31/11 to agree with documentation. <><><><><> DR: FCC rules mandate fair and open competition and that the winning vendor should be selected with price of the eligible goods and services given the most weight. Even though that process was followed, the winning vendor was not selected in accordance with the process listed in the vendor selection documentation provided during the review, which violates program rules. After scoring all bids, you did not select the bid that received the most points, SmartWave. SmartWave Technologies LLC received nearly five points more than Technology Integration Group, a Xirrus reseller, and in spite of outcome you did not select SmartWave as the winning bid, which is a violation of program rules. SmartWave was not disqualified from the bid, and therefore, after receiving the most points in the evaluation, and in accordance with program rules, should have been awarded the contract. Applicants have significant latitude in developing the bid evaluation criteria, as long as price of the eligible goods and services is the primary factor. However, after determining those criteria and scoring the bids, the applicant must abide by the outcome of that review process and cannot then change the outcome at will even if, as you stated, you believed that the decision to change the award was in the best interest of the district. Furthermore, the RFP for these requests mirrors language taken from the Xirrus website. Specifically, RFP Section 3.3 titled Priorities is a near exact copy of the Guide for Designing a Wi-Fi Network from the Xirrus website. Copying the RFP requirements from a vendor's website signals to other bidders that the district may have already reached a conclusion about the outcome of the competitive bidding process before it has run, and compromises the fair and open competitive bidding process required by FCC rules. Accordingly, the FRN is denied.

FCDL Date: 01/05/2012

Wave Number: 080

Last Allowable Date for Delivery and Installation for Non-Recurring Services: 09/30/2012

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RETURN SERVICE REQUESTED



30303

# Exhibit 2

# Special Review Compliance Review (SRIR) Funding Year 2010

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Applicant Name:	<b>Atlanta Public Schools</b>
Billed Entity Number:	<b>127319</b>
Form 471 Application Number:	<b>765738, 762323</b>
Date Submitted:	<b>July 28, 2010</b>

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**Item 3**

471 762323, all PC Specialists/Technology Integration Group FRNS:

Based on the documentation you provided during the Selective Review, all PC Specialists/Technology Integration Group FRNS will be denied because the winning vendor was not selected in accordance with the process listed in the vendor selection documentation provided during the review. Although price was given the highest points, the vendor selected was not the one with the highest total score overall. You did not adhere to your own criteria in the vendor selection process. Applicants must select the most cost-effective provider of the desired products or services eligible for support, with price as the primary factor.

**Item 3 Response**

The District does not agree that this funding request should be denied. Please find attached the District's response supporting the vendor selection process.

Jessica Olsen  
Selective Reviewer  
USAC, Schools and Libraries Division  
jolsen@sl.universalservice.org

Re: E-Rate Special Compliance Review Information Request Funding Year 2010  
TIG Wireless Network Equipment-RFP #100109/ FRN 471 762323

Ms. Olsen:

This letter shall serve as a response to your July 7, 2010 facsimile to Randall Sellers of Atlanta Public Schools (“APS”), in which you seek alternative information to support FRN 471 762323. In addition to the information previously provided on June 25, 2010, conferences with staff and a review of documentation relating to the selection of Technology Integration Group (“TIG”) reveal that APS followed USAC’s E-Rate guidelines, including Step 4 under “Schools and Libraries Applicants” on USAC’s website.

According to Step 4 under USAC’s guidelines, “applicants must select the most cost-effective provider of the desired products or services eligible for support, with price as the primary factor.” (See attachment A). As such, (1) price must be the primary criteria evaluated during APS’s evaluation of bid proposals, and (2) cost-effectiveness must also be assessed for each service provider.

While price may be easily compared and evaluated among bid proposals, the cost-effectiveness of specific goods and services comprising Information Technology (“IT”) is more difficult to measure. APS therefore considered (1) information about the technical impact of services and programs, (2) their associated costs, and (3) the potential expenses related to technical and administrative risks of such goods and services (such as the life expectancy of equipment, reduced training costs and management of service repairs, and potential disruptions). These three pieces of information constitute a “complete” analysis of cost-effectiveness.

As more specifically set forth below, and as required by USAC guidelines, APS considered the price and cost-effectiveness of each bid proposal, first and foremost, in its selection of TIG as the successful bidder. USAC is therefore urged to reconsider its proposed denial of FRN 471 762323.

#### Selection of the TIG Wireless Proposal - RFP #100109/ FRN 471 762323

In its selection of TIG, APS adhered to the E-Rate program rules which require that the cost of E-Rate eligible goods and services be given the greatest weight in the vendor selection process. (See attachment B, § 7.6 of the RFP). Price was allocated 40 points in RFP # 100109, which was a higher value than any other single category used for the evaluation.

APS also used the cost-effectiveness analysis in evaluating RFP # 100109 with the goal of reducing costs on a long-term basis. Because this project required the selected vendor to be completed within 18 months from the date of the award--and given the number, size, and complexity of APS's various sites--the factors for evaluating cost-effectiveness were very complex. APS looked at several factors, including cost; phased approach implementation; density coverage; performance coverage; single access and multiple access coverage; security detection and coverage; IT management; hardware/software resiliency; powering options; hardware/software upgradeability; APS maintenance and technical support; cabling specifications; required licenses and certifications; training and implementation service levels; company qualifications; company experiences; methodology; and operations. This analysis provided significant information about the relative value of the submitted proposals, and TIG ultimately represented the most cost-efficient vendor. More specifically, TIG provided:

**Best Value** – The TIG proposal represented the best value to APS. Monitoring and management solutions were already in place; therefore, no additional costs, training or efforts were necessary to support the proposal. This not only presented an option for the district to save money but also to save time, thereby reducing the total cost of ownership.

**Company qualifications and experience**—TIG outscored all other respondents in this category. Their experience with other K-12 school districts, their certified personnel, their past industry experience and their recognition as a best-in-class service and solutions integrator resulted in higher scores in this category.

**Methodology/Operations**—TIG clearly outpaced all other respondents with their superior strategic approach to deployment. The approach outlined in the response minimized interruption to APS instructional and business environments by offering a solution which required a minimum number of access points. TIG also provided a well prepared post-implementation plan to ensure that all staff and students could seamlessly and securely access the wireless network. This resulted in superior scores in this category.

**Known Solution / Reduced Risk** – The solution proposed by TIG was consistent with systems already installed in the district. The solution is known to work effectively. Much IT risk is a result of the complex nature of technology. While risk cannot be totally avoided, simplifying the infrastructure through minimizing the variety of systems to be supported reduces risk. The consistency of the proposal resulted in higher evaluation scores in this category.

Further, APS selected TIG as the most cost effective vendor because of its unique ability to provide multiple array high gain antennas, the high-performing central management console, and the built-in spectrum analyzer, key technological components of APS's wireless program. In addition to the advanced wireless technology, TIG's service options with respect to installation, training, repair, and maintenance supported long-term cost-effectiveness for APS.

Again, although APS did not select the vendor with the highest score, APS used its discretion under APS's procurement policy (see attachment C), to select the vendor with the second

highest score (see attachment D), because of the IT department's long-term cost-efficiency considerations. The final decision of selecting TIG was based on price, long-term cost-effectiveness related to this specific type of technology and the department's budget, as USAC guidance requires. APS used long-term price as the final overarching consideration, as USAC guidance requires, when selecting TIG for RFP # 100109.

In summary, APS did not violate the competitive bidding process in selecting TIG. All bidders were treated the same; no bidder had advanced knowledge of the project information; and neither vendor possessed any secrets in the process. APS stands by its selection of TIG because long-term price and cost-efficiencies were used as the primary factors in the evaluation process in accordance with USAC's mission and guidelines under the E-Rate program. We remain committed to ensuring the integrity of the program.

If you are in need of additional information or supplemental documentation, please let me know.

*ATL 17,669,642v2 7-28-10*



#### Step 4: Select the Most Cost-Effective Service Provider

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Applicants must select the most cost-effective provider of the desired products or services eligible for support, with price as the primary factor.

**Waiting Period.** At the conclusion of the 28-day waiting period after the *Description of Services Requested and Certification Form* (Form 470) is posted on the USAC website, the applicant may select a vendor for tariffed or month-to-month services or execute a contract for new contractual services.

**Bid Evaluation.** Applicants must construct an evaluation for consideration of bids received in response to the posting of the Form 470 that makes price the primary factor in the selection of a vendor.

**Contract Guidance.** Applicants may also choose vendors from a State Master Contract, execute multi-year contracts pursuant to a Form 470, and enter into voluntary contract extensions, but certain additional contract requirements apply. In all cases, applicants must comply with state and local procurement laws.

**Document Retention.** Applicants must save all documentation pertaining to the competitive bidding process and vendor selection for five years. Applicants must certify and acknowledge on the Form 470 and the *Services Ordered and Certification Form* (Form 471) that they may be audited and that they must retain all records that can verify the accuracy of information provided.

Step 3    Open a Competitive bidding Process

Step 5    Calculate the Discount Level

Last modified on 2/22/2008

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**ATLANTA PUBLIC SCHOOLS  
WIRELESS NETWORK SERVICES**

**7.0 EVALUATION**

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

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

7.4.1 Vendors who are in the competitive range will be required to provide additional pricing on specific APS sites. Vendors in the competitive range may also be required to provide a product demonstration if requested by APS.

7.5 Pricing Formula:

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

7.6 Proposals will be evaluated on the following criteria:

- Company qualifications and experience 15
- Methodology / operations 20
- Technical Questionnaire 20
- Price 40
- Value-added benefits 5

**Note:** E-Rate program rules require that the cost of E-Rate eligible goods and services be given the highest weighting in the vendor selection process.

**8.0 AWARD**

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

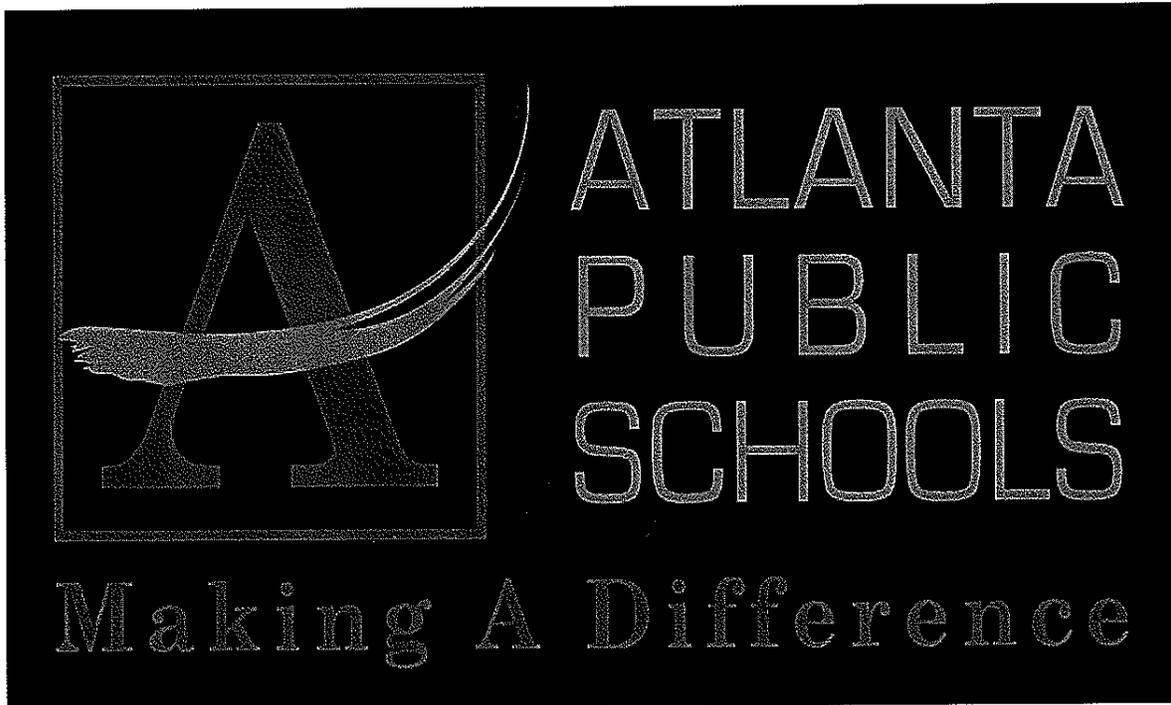
8.2 This contract shall be for one (1) base year with four (4) one-year available options to renew at the sole discretion of the Superintendent of APS. The contract will be conditional upon the Offeror's ability to comply with requirements set forth in the solicitation documents.

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

8.4 APS has selected as its owner's representative, IT Director of Operational Technology and Telecom. The owner's representative or his/her designee will perform supervision of the contract.

Atlanta Public schools

Procurement services



Purchasing Procedures manual

evaluating request for proposals

1. Develop Evaluation Criteria based on the items listed in the Solicitation
  - Develop score sheet based on the evaluation criteria allowing for a maximum of 100 points. (Criteria should be identified in the solicitation)
  - Price should always be the single highest scoring component
  - All points should be based on the factors identified in the solicitation
2. Review and approve evaluation document
3. Select the evaluation team with assistance of contract owner and concurrence of Director of Procurement Services
  - The evaluation team should consist of three to five members
  - Seek the involvement of school-based personnel
  - Team members should have some expertise in some subject matter related to the evaluation
  - Director of Procurement Services concurrence must be in writing
4. Develop a bid tabulation scoring matrix template
  - Include the assigned number of each evaluator at the top of the spreadsheet
  - Indicate scoring criteria at the left of the spreadsheet.
5. Establish evaluation date after consultation with the Purchasing Director, and notify each member of the evaluation team
6. Convene evaluation meeting
  - Each member of the evaluation team must sign a confidentiality statement prior to beginning evaluation
  - Verbally discuss evaluation guidelines with total group. Guideline discussion to include:
    - a) Confidentiality
    - b) dependent ratings
  - Provide copies of evaluation form for each member
  - Provide each member with a copy of the solicitation and of each response to solicitation
  - Provide each member with a copy of the solicitation protocol (see solicitation protocol attachment)
  - Assign each evaluator a number and instructs that evaluator number be placed on each rating sheet.
  - Agent makes a roster of all evaluators and their assigned numbers
  - Purchasing Agent collect all notes and materials related to evaluation
7. The purchasing assistants will transfer the exact scores into the bid tab template
  - Add each column horizontally and vertically and obtain totals (Totals are required for each evaluator and each category)
  - Print spreadsheet. The purchasing agent and assistant will sign the spreadsheet as a verification of accuracy.

8. Prepare an evaluation summary by determining lowest responsive and responsible bidder and make recommendation to the Director of Procurement Services
  - Determine who has the lowest cost
  - Determine who received the highest scores if applicable
  - Determine if the individual/firm can actually perform the work
9. Review evaluation summary and forward to Owners Representative for a recommendation

Attachment 2

**SOLICITATION PROTOCOL**  
For APS Employees and Consultants

**Applicability:** applicable to all APS employees and APS consultants working on behalf of APS in the preparation of formal or informal solicitations.

**Authority:** Board Policy DJEA, Purchasing Authority, paragraph entitled “*Implementing Regulations*”

1. No staff person shall speak with any vendor or individual regarding a solicitation that is being developed or out for consideration unless at a pre-bid conference scheduled by the Purchasing Department or to obtain information for the preparation of a solicitation. Obviously, one continues to manage projects with existing vendors for current work. This restriction applies to the new solicitation which is not to be discussed with the existing vendor
2. Once an end-user provides specifications to Purchasing an automatic “quiet period” immediately commences and remains in effect until after the execution of a contract resulting from that solicitation.
3. Any end user that is contacted by a vendor/offeror must inform the vendor of the district protocol that all questions must and only be posed to the assigned purchasing agent of the director of purchasing. They must also notify the Assigned Purchasing Agent of this contact immediately.
4. Purchasing will receive all bids and coordinate the tabulation and/or evaluation of all bids. Non-employees may not participate in meetings regarding solicitations (evaluations of such) without the express written permission of the purchasing director.
5. Once bids are evaluated and/or tabulated, the budget center manager will be notified of the results and their recommendation for award will be requested.
6. The Budget center manager will send a recommendation to purchasing in writing. With the concurrence of the Director of Procurement Services, an action item will be developed for submittal to the Chief Financial Officer, and Superintendent, who has the responsibility for making a recommendation to the Atlanta Board of Education for approval.
7. Once the Board of Education authorizes the superintendent to enter into a contract, the appropriate documentation will be submitted to the General Counsel’s office for the development and or review of a formal contract if appropriate.

The Assigned Purchasing Agent will schedule a **Purchase Order AWARD** meeting within 10 days of approval and a subsequent **NOTICE TO PROCEED** meeting will be scheduled after the formal signing of all contractual documents if required.

## Vendor Selection Summary

Solicitation Number 100109

Atlanta Public Schools selected the vendor to provide Wireless Network Services based on the criteria listed below.

### Vendor Evaluation Rubric

Description	Points
Company Qualifications & Experience	15
Methodology / Operations	20
Technical Questionnaire	20
Pricing	40
Value Add Benefits	5

100

### Vendor Evaluation Point Summary

Vendor Name	Points Awarded
Athena Wireless Communications, Inc.	24.76
AT&T Corporation	34.05
Hayes Security Services, Inc.	33.18
International Business Machines Corp.	57.80
MCS of Tampa, Inc.	70.73
Smartwave Technologies, LLC	76.21
→ Technology Integration Group ←	71.44

← Winning Bidder

# Exhibit 3

Excluding RFP responses due to file size and confidentiality

# 2010 Special Review

## Atlanta Public Schools

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### Item 7

#### Request

Copy of all documentation regarding APS's competitive bidding process for FY10 Wireless Internet RFP.

#### Response Documents

1. APS Narrative Response
2. Vendor Selection Summary
3. RFP, Bid Responses, and Bid Evaluations

APS Narrative Response

**Item #7**

**TOTAL COST OF OWNERSHIP (“TCO”) FACTORS FOR SOLICITATION #100109**

After the bid evaluations were tabulated in the Second Solicitation, Smartwave Technologies was the highest-rated vendor; TIG was the second-highest vendor. (See Exhibit A). Upon further review of the bid evaluation scores, the vendors, and the goals of the IT department, Mr. David Williamson, APS’s Chief Information Officer, selected TIG as the vendor for the wireless contract. Mr. Williamson’s decision to select TIG, even though it was not the highest rated vendor overall, was based upon the cost-effectiveness of TIG’s proposal. A major component of this cost-effectiveness analysis centered on the TCO factors intrinsic to the district-wide wireless solution.

As set forth below, TCO was based on APS’s prior hardware investments, power savings, hidden costs, training, system management and spectrum analyzer:

**1. PRIOR HARDWARE INVESTMENTS.**

APS’s prior investments in hardware were considerable factors in selecting the new wireless vendor given the District’s desire for one, district-wide wireless system. Replacing already existing hardware based on either a new wireless system plus support and maintenance costs, or finding another system that would be compatible with the existing wireless system already in place at the 8 schools was a major cost consideration. The table below itemizes the number of Xirrus Wi-Fi arrays installed and the individual school expenditures of existing wireless infrastructure at the 8 locations as a result of the First Solicitation.

<b>Location</b>	<b>XN4</b>	<b>XN8</b>	<b>Total \$</b>
Crim HS	14	3	78,220.00
Herndon ES	8	2	42,160.00
Hope ES	4	3	33,280.00
Boyd ES	5	-	18,725.00
Scott ES	9	-	33,705.00
Inman MS	13	3	66,985.00
Brandon ES	5	2	30,925.00
Mays HS	19	2	83,355.00
<b>Total</b>	<b>77</b>	<b>15</b>	<b>\$387,355.00</b>

**2. ESTIMATED POWER SAVINGS.**

APS anticipated that the ratio of Xirrus Wi-Fi arrays installed to the number of devices competing wireless technologies would have needed to complete the project was approximately 1:4. Therefore, using a wireless technology compatible with the existing wireless infrastructure would decrease the number of devices required for internet connection by 75%. As a result, for every 1,000 Xirrus Wi-Fi arrays installed throughout APS, there would be a reduction in hardware of 3,000 additional access points and 3,000 switch ports. The reduction of devices yields an estimated power savings of 45 watts per access point and switch port.

Selecting a vendor who provided a wireless solution to APS with reduced access points and switch ports would realize a minimum electrical savings of 150,000 kWh per year. APS pays \$0.07997/kWh which is an approximate annual cost savings of \$12,000.

**3. Hidden Costs.** In addition to the cost of the access points required to install the wireless technology solution, various additional components were needed for proper installation of the new wireless solution including:

**a. Switch Ports.** Each Wi-Fi array must be hardwired to a network switch port. The Xirrus solution presented APS with more cost-efficiencies than the competing wireless solutions. One Xirrus Wi-Fi array provided better coverage than four access points offered by the other wireless competitors. Based on this ratio, Xirrus Wi-Fi offered a 75% reduction of switch ports necessary to complete the project. When comparing Xirrus' technology to its competitors for a project of this magnitude, an elimination of 3,000 additional switch ports also eliminates the need for 125 24-port Power-over-Ethernet switches, at a minimum. The Ethernet switch port costs are approximately \$4,560 each, representing a cost savings of \$570,000 for APS.

**b. Cable Runs.** The installation of each access point requires a cable run. The Xirrus solution, based on the 75% reduction of Wi-Fi arrays, presented APS with more cost-efficiencies with respect to cable runs because it eliminated the need for 3,000 additional cable runs. The average cost of an average cable run is \$250; thus, the elimination of 3,000 cable runs presents a cost savings of \$750,000 for APS.

**c. Power.** The installation of each access point requires power from an electrical outlet or a Power-over-Ethernet feature. A reduction in the number of access points used to implement the wireless solution yields a reduction in the power requirements. The 75% reduction in wireless hardware also yields a savings associated with power costs. A conservative estimate as described above in item #2 is a savings of \$12,000.

**d. Security Appliance.** The security appliance limits access to the network so that only authorized individuals or devices can use the network. It allows us to keep sensitive information safe and secure. The security appliance as a minimum would be a Radius Server with software. It may also be a specialty device provided by another solution provider. Wireless data is broadcast just like AM / FM radio is broadcasted. If it is not properly secured, anyone will be able to intercept it and data information would not be secure. If we chose a wireless solution that was incompatible with the already existing Xirrus security hardware, additional security hardware would have been required to provide the same level of functionality. The other wireless solutions did not offer compatibility. Therefore, depending upon the appliance selected, the purchase price for additional hardware could range from \$20,000-\$50,000.

**e. Maintenance.** All equipment requires maintenance. Wireless equipment requires upgrades to hardware, software, and miscellaneous parts. The average maintenance costs are 20% of the listed price of the particular part. Several of the alternative wireless solutions were incompatible with the existing wireless infrastructure in the 8 schools and would require purchases of additional access ports and/or switch ports. Savings by APS on a incompatible wireless solution that did not require additional switch port purchases for proper wireless installation alone is estimated at \$114,000/year.

**4. Training.** Training costs are integral to the proper functionality of any wireless technology solution. Training was provided for the installation of Xirrus technology in the 8 schools that were renovated. APS invested 15 man-days in Xirrus training, which required 5 people, for 3 days each. Any new wireless infrastructure would require a similar investment, at a minimum. The staff costs are approximately \$35/hr per person to conduct trainings. The sunk training costs associated with the Xirrus installation for APS totaled \$4,200.

**5. System Management.** The Xirrus solution provided a management console as a part of the solution. Introducing a second vendor that was incompatible with the existing management console would have required a second management console and would have required additional costs and increased the management of wireless policy across the District.

**6. Spectrum Analyzer.** The Xirrus wireless solution included a built-in spectrum analyzer, which analyzes various broadcast signals and determines what kinds of signals are being transmitted and provides information regarding the best way to configure the wireless for installation. The Xirrus wireless solution's analyzer is built into the Xirrus system and makes "intelligent" decisions based upon the type of signals it receives. For other competing wireless systems, we would need an analyzer and a staff member to operate it.. If a competing wireless solution did not include a built-in spectrum analyzer, a spectrum analyzer would cost between \$20,000-30,000. Attached are the retail prices of an analyzer; however, as a public entity, it is our experience that we could negotiate retail prices downward by about 30%.

These additional TCO considerations were key in selecting TIG.

*ATL 17,740,078v1 9-9-10*

**Item 7**

**Exhibit A**

## Vendor Selection Summary

Solicitation Number 100109

Atlanta Public Schools selected the vendor to provide Wireless Network Services based on the criteria listed below.

### Vendor Evaluation Rubric

Description	Points
Company Qualifications & Experience	15
Methodology / Operations	20
Technical Questionnaire	20
Pricing	40
Value Add Benefits	5

100

### Vendor Evaluation Point Summary

Vendor Name	Points Awarded
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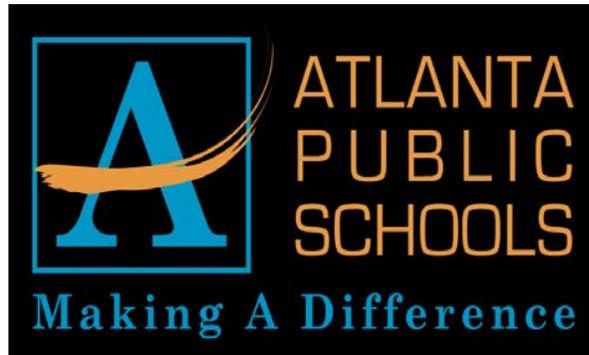
Memo to: Randall Sellers  
Procurement Director

From: David Williamson  
Chief Information Officer

Subject: Selection of the TIG Wireless Proposal - RFP #100109

Conferences with staff and a review of documentation relating to the selection of the TIG proposal reveal the following items were taken into consideration during the selection process:

- Best Value – The TIG proposal represented the best value to APS. Monitoring and management solutions were already in place; therefore, no additional costs, training or efforts were necessary to support the proposal. This not only presented an option for the district to save money but also to save time, thereby reducing the total cost of ownership.
- Company qualifications and experience—TIG outscored all other respondents in this category. Their experience with other K-12 school districts, their certified personnel, their past industry experience and their recognition as a best-in-class service and solutions integrator resulted in higher scores in this category.
- Methodology/Operations—TIG clearly outpaced all other respondents with their superior strategic approach to deployment. The approach outlined in the response minimized interruption to APS instructional and business environments by offering a solution which required a minimum number of access points. TIG also provided a well prepared post-implementation plan to ensure that all staff and students could seamlessly and securely access the wireless network. This resulted in superior scores in this category.
- Known Solution / Reduced Risk – The solution proposed by TIG was consistent with systems already installed in the district. The solution is known to work effectively. Much IT risk is a result of the complex nature of technology. While risk cannot be totally avoided, simplifying the infrastructure through minimizing the variety of systems to be supported reduces risk. The consistency of the proposal resulted in higher evaluation scores in this category.



**ATLANTA PUBLIC SCHOOLS**  
**Procurement Services**  
130 Trinity Avenue, S.W.  
5<sup>th</sup> Floor  
Atlanta, Georgia 30303

## **Request for Proposal**

**For**

**Wireless Network Services**

**September 2, 2009**

**Solicitation Number:** 100109-Wireless

**Due Date:** October 1, 2009

**ATLANTA PUBLIC SCHOOLS  
WIRELESS NETWORK SERVICES**

**ADVERTISEMENT FOR REQUEST FOR PROPOSAL**

NOTICE TO PROPOSER:

Atlanta Public Schools invites proposals for **“Wireless Network 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>

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

A pre-proposal conference will be held on Tuesday, September 15, 2009, 10:00 am EST, at 130 Trinity Avenue, Atlanta, GA 30303, Auditorium 3 on the 2<sup>nd</sup> floor. Attendance is not mandatory but is strongly encouraged.

Proposals shall be received in the Office of Procurement Services of the Atlanta Public Schools, 130 Trinity Ave. S.W., 5<sup>th</sup> Floor Atlanta, Georgia 30303 up to 10:00 a.m. EST (as determined by the time stamp clock in the APS Procurement Services Department) on Thursday, October 1, 2009.

**ATLANTA PUBLIC SCHOOLS**

**Randall Sellers  
Director, Procurement Services**

**TENTATIVE TIMELINE**

September 2, 2009:	Release RFP to the marketplace
September 15, 2009:	Pre-proposal conference, 10:00 a.m. EST
September 16, 2009:	Deadline for written questions 1:00 p.m. via email
September 18, 2009:	Response to questions to be posted to the APS web by close of business
October 1, 2009:	RFP due in Procurement Services by 10:00 a.m. EST
October 2, 2009:	Evaluation
November 9, 2009:	Recommendations to the APS Board of Education.

**ATLANTA PUBLIC SCHOOLS  
WIRELESS NETWORK SERVICES**

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Offeror Affirmation Form	pg. 17
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Joint Venture Affidavit	pg. 19
Solicitation Checklist	pg. 22
Atlanta Public Schools Contract	pg. 23
Proposal Form (pricing)	separate Excel spreadsheet A
Technical Questionnaire	separate Excel spreadsheet B
List of Facilities	separate Excel spreadsheet C

# **ATLANTA PUBLIC SCHOOLS WIRELESS NETWORK SERVICES**

## **1.0 PURPOSE**

1.1 Atlanta Public Schools is requesting proposals from qualified vendors to provide equipment and installation of wireless services throughout the school district.

1.2 Our vision is to strategically place a single of point of radiation (i.e. antenna or tower) per school site or administrative building to provide wireless service throughout that respective location. Based upon a site's construction, construction materials, and/or building design, we understand that it may be necessary, in some cases, to augment this preferred network design with a few strategically placed access points (APs) to provide complete and maximum coverage.

1.3 In using this method for solicitation, we are requesting your best effort in seeking the best value for our requirements. To be entitled to consideration, sealed proposals shall be presented in accordance with the instructions of this solicitation and within the timeframe specified. It shall be the responsibility of the selected offeror to meet all specifications and guidelines set forth herein. The Atlanta Independent School System (hereinafter, "Atlanta Public Schools" or "APS"), 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 As of the end of the 2008-2009 school year, Atlanta Public Schools had an active enrollment of 51,000 students. These students attended 88 schools, distributed as follows: 59 elementary schools (K through 5), 18 middle schools (6-8), 22 high schools (9-12), and 2 alternative high schools. The school district also supports community evening schools and 1 adult learning center. Of the 59 elementary schools indicated above, 3 operate on a year-round basis, while 41 offer extended-day programs. A list of schools and other facilities requiring the goods and services specified in this solicitation is included in a separate Excel spreadsheet (attachment C).

### **2.2 APS Wireless Infrastructure**

A combination of Lucent, Proxim, HP and Cisco authorized access points (AP's) comprise the wireless infrastructure. The AP's are connected using CAT 5e and CAT 6 Ethernet cabling attached to Power over Ethernet (PoE) switch blades inside Cisco 6500 switches. These AP's allow wireless notebooks, PDA's, and other wireless devices to transmit data across the network.

## **3.0 SCOPE OF WORK**

It is APS's intent to enter into an agreement with the selected vendor for a program to include those services necessary to assist APS to achieve its primary goal as outlined in this solicitation. The selected vendor will provide a solution that strategically places a single of point of radiation (i.e. antenna or tower) at each school site or administrative building (see attachment C) that will provide wireless service throughout that respective location. It may be necessary to augment this preferred network design with a few strategically placed access points (AP's) to provide complete and maximum coverage. Vendor will provide network designs that limit the number of single access points while still providing maximum wireless signal strength.

### **3.1 Wireless Service Requirements**

3.1.1 The vendor's pricing shall reflect a complete end-to-end solution for the specifications contained herein, while requiring minimum additions, expansions, upgrades, etc., in order to fulfill the specifications of this RFP.

3.1.2 The solution offered shall include all software updates, all hardware updates, and all firmware updates for the period of the contract. Vendors should confirm that they understand and accept this term and condition.

## ATLANTA PUBLIC SCHOOLS WIRELESS NETWORK SERVICES

### 3.2 Phased Approach

The project must be completed within 18 months from the date of award. Given the number, size, and complexity of the district’s various sites, vendors shall propose a phased implementation (e.g., July-Aug—Middle Schools and Administrative Buildings; Sept.-Oct.—Elementary Schools; Nov.-Dec.—High Schools), based on the priorities and specifications of this RFP. Vendors should state how they would subdivide implementation into phases, what elements would be in each phase, and provide high-level time lines and project staffing for each phase.

### 3.3 Priorities

The following priorities are defined for this work:

Category	Criteria	Requirements
<b>Density</b>	<ul style="list-style-type: none"> <li>• Pervasive campus-wide high density coverage</li> <li>• Support Laptop Carts</li> <li>• Eliminate need for dedicated computer labs</li> <li>• 50 - 200 concurrent Student machines associations per device</li> <li>• Multiple Wi-Fi video projectors and cameras per device</li> </ul>	<ul style="list-style-type: none"> <li>• Multiple radios per device (4/8/16)</li> <li>• Ability to Utilize additional channels in 5GHz (802.11a/n)</li> <li>• Automatic user load balancing among radios</li> </ul>
<b>Performance</b>	<ul style="list-style-type: none"> <li>• Multiple Mbps real TCP/UDP throughput per user</li> <li>• Real-time applications – voice, video</li> <li>• Segmentation by students, staff, guests, devices, etc.</li> </ul>	<ul style="list-style-type: none"> <li>• Multiple radios per device (4/8/16)</li> <li>• Utilize 7X channel bandwidth in 5GHz (802.11a/n)</li> <li>• Local processing/switching/control at the AP</li> <li>• Gigabit Ethernet uplinks</li> <li>• QoS: WMM, 802.1p/Q</li> <li>• Fast and seamless Roaming</li> </ul>
<b>Coverage</b>	<ul style="list-style-type: none"> <li>• Multiple classrooms per device</li> <li>• Flexible control of coverage area</li> <li>• Full Campus Coverage</li> <li>• Access will be for 10 acres per site, maximum</li> </ul>	<ul style="list-style-type: none"> <li>• High gain directional antennas</li> <li>• Automatic or manual control of coverage area</li> <li>• Ability to sharply define coverage boundaries for privacy</li> </ul>
<b>Security</b>	<ul style="list-style-type: none"> <li>• Rogue AP and threat detection</li> <li>• Authentication and encryption</li> <li>• Filtering/firewalling</li> </ul>	<ul style="list-style-type: none"> <li>• Integrated threat sensor</li> <li>• Proactive threat mitigation</li> <li>• RADIUS authentication with WPA2 encryption</li> <li>• Integrated rules-based stateful firewall</li> <li>• Station-to-station traffic blocking</li> </ul>
<b>Management</b>	<ul style="list-style-type: none"> <li>• Element management</li> <li>• RF management</li> </ul>	<ul style="list-style-type: none"> <li>• Common local and centralized management</li> <li>• Real-time RF coverage monitoring and control</li> <li>• Automatic channel selection</li> <li>• Location-based asset identification</li> <li>• Leverage existing management tools (syslog, SNMP, etc.)</li> </ul>

**ATLANTA PUBLIC SCHOOLS  
WIRELESS NETWORK SERVICES**

Category	Criteria	Requirements
<b>Resiliency</b>	<ul style="list-style-type: none"> <li>• Hardware resiliency</li> <li>• Software resiliency</li> <li>• High availability</li> </ul>	<ul style="list-style-type: none"> <li>• Multiple radios with 50% coverage overlap</li> <li>• Dual Gigabit Ethernet uplinks</li> <li>• Dual software images with rollback</li> <li>• Configuration auditing and backup</li> <li>• Active service health check with self correction</li> </ul>
<b>Enclosures</b>	<ul style="list-style-type: none"> <li>• Flexible, secure installation options</li> </ul>	<ul style="list-style-type: none"> <li>• Securable, drop ceiling/surface mount indoor enclosures</li> <li>• Environmentally controlled outdoor enclosures</li> </ul>
<b>Power</b>	<ul style="list-style-type: none"> <li>• Flexible powering options</li> </ul>	<ul style="list-style-type: none"> <li>• AC and Power over Ethernet/Gigabit Ethernet options</li> <li>• Redundant power</li> </ul>
<b>Upgradeability</b>	<ul style="list-style-type: none"> <li>• Multi-generational hardware platform</li> <li>• Future proof for 802.11n</li> </ul>	<ul style="list-style-type: none"> <li>• Modular hardware and software for in-field upgrades</li> <li>• Hardware headroom for future requirements, performance boost</li> <li>• Design for 802.11n today – expandable to Cellular, Zigbee</li> </ul>

**3.4 Cabling Specifications**

3.4.1 The basic parameters of wiring systems specified for APS are based upon requirements and recommendations of the IEEE, ANSI, EIA/TIA 568/569 and TSB 36 & 40, and BICSI for horizontal premise wiring. All products used must be UL listed and meet applicable local and state codes.

3.4.2 Copper Cable: Unshielded Twisted Pair (UTP) with a 24 AWG cabling must be used for the horizontal wiring from the MDF, IDF, or CP to the individual communications outlets. The UTP cable used must be capable of operation at 1000 Mbps data speeds and be certified to UL Level V or EIA/TIA Category 6 and EIA/TIA TSB-36. The UTP cable must meet NFPA 262 and UL-910 standards and be marked type CMP, MPP, or Plenum (UL).

3.4.3 Each cable must be permanently labeled at both ends indicating the originating and terminating location of each end. Markers may not be used.

**3.5 Licenses and Certifications**

Vendor must provide certification that they at least have minimum certification in CWNA or CCNA wireless. If vendor has additional applicable certifications, please provide those as well.

**3.6 Schedule**

3.6.1 All work must be completed within 18 months from the date of award. The date of award will be the date the final contract is executed.

3.6.2 Vendor must submit a proposed implementation schedule for all work. APS reserves the right to review, revise and approve the schedule.

3.6.3 Because of teaching schedules and the availability of staff to open facilities, the selected vendor will be required to make all installations Monday through Friday, between the hours of 2:30 p.m. and 10 p.m.

3.6.4 Work during holidays is NOT permitted. Holidays may be viewed on the APS web site under calendar.

## ATLANTA PUBLIC SCHOOLS WIRELESS NETWORK SERVICES

3.6.5 All work must be coordinated with the designated APS representative.

3.6.6 Upon completion of work at each site, vendor must remove all work related debris.

### 3.7 Service Level Agreement

#### 3.7.1 Performance Based Service

The objective of the performance-based service contracting approach is to emphasize work objectives rather than the manner in which the work is performed. This gives the vendor the leverage to determine how best to meet APS standards in the performance of their duties while meeting APS goals for service. It also ensures that appropriate performance quality levels are achieved, and that a portion of the fee is made only for services that meet these performance objectives. These metrics represent the APS desired goals and are non-negotiable. Any modification on the agreed upon metric will require a detailed plan on the actions proposed and the schedule to achieve that goal. Technology will change during the life of the contract. It is expected that some technology metrics will change based upon the vendor refining and implementing new processes and procedures. Any performance changes must be presented and approved by the appropriate APS personnel. Listed below are the performance metrics:

Service Level Class	Qualifying Attributes For Class	Time Allowed to Call Back	Time Allowed to Provide Telephone Support	Time to Be Onsite If Unresolved by Phone	Onsite Work To Complete (Y/N)	Maximum Time For Resolution	Summary of Remedy For Failure to Comply
<b>I Catastrophic</b>	Extremely rare, catastrophic event that has a crippling impact on the operations of a school or building within the APS environment, including senior and expanded cabinet members.	5 min of arrival in main queue	Immediate until the problem is resolved.	30 min after phone call.	If yes, within a 4 hour target window.	Beginning of next business day	Failure to comply is grounds for refund in funds or services at the rate of one business day per outage hour. Failure to comply repeatedly is ground for contract termination. (In excess of four events in a quarter denotes repeatedly.)
<b>II Critical</b>	A mission critical function is unavailable or unable to be performed by multiple workgroups, causing an immediate and high level of impact on the end users, financial health, or critical operations.	30 min of arrival in main queue	45 min	1 hour after phone call	If yes, within an 8 hour target window.	12 hours	Failure to comply is grounds for refund in funds or services at the rate of one business day per outage hour.
<b>III Major</b>	An incident that affects multiple end users, department, or classroom that has the potential to have a major affect on instruction or business operations. The incident presents	1 Hour	1 Hour	2 hours after phone call	If yes, within a 16 hour target window.	24 hours	Failure to comply is grounds for refund in funds or services at the rate of one business day per outage hour.

**ATLANTA PUBLIC SCHOOLS  
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Service Level Class	Qualifying Attributes For Class	Time Allowed to Call Back	Time Allowed to Provide Telephone Support	Time to Be Onsite If Unresolved by Phone	Onsite Work To Complete (Y/N)	Maximum Time For Resolution	Summary of Remedy For Failure to Comply
	no alternate method for accomplishing tasks.						
<b>IV Routine</b>	An incident that has an immediate and moderate level of impact. Problem is localized and an alternate method can be temporarily put in place to accomplish tasks.	4 Hour	8 Hours	16 hours after phone call	If yes, within a 24 hour target window	32 hours	Failure to comply is grounds for refund in funds or services at the rate of one business day per outage hour.
<b>V Minor</b>	An incident that has a low impact on the instructional and operational environment. Typically, involves one end user and has little or no business impact.	8 hour	16 Hours	24 hours after phone call	If yes, within a 32 hour target windows	48 hours	Failure to comply is grounds for refund in funds or services at the rate of one business day per outage hour.

**4.0 GENERAL INFORMATION:**

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

4.2 Questions or requests for clarification must be sent by email to [mhawks@atlantapublicschools.us](mailto:mhawks@atlantapublicschools.us)

4.3 By submitting a response to this request, the offeror accepts the responsibility for downloading, reading and abiding by the terms and conditions set forth in the General Terms and Conditions found on the APS web site at: [http://www.atlanta.k12.ga.us/content/purch\\_solicit.aspx](http://www.atlanta.k12.ga.us/content/purch_solicit.aspx)

4.4 The offeror will accept the General Terms and Conditions set forth in the contract template herein unless otherwise modified in an attached redline or another contract submitted with this bid.

4.5 It is anticipated that some or all of the Board’s costs under this agreement shall be eligible for the “E-Rate” discount under the Federal Communications Commission (FCC) Universal Services Provision (FCC 97-157). Accordingly, if so, and contingent upon the Board’s receipt of a funding commitment from SLD/USAC, the vendor shall institute a two-tier billing system and shall be required to recover up to ninety percent (90%) of its compensation for such eligible services directly from the Schools and Libraries Division (SLD) of the Universal Services Administration (USAC).

4.6 The vendor shall separately itemize the cost of E-Rate eligible and E-Rate ineligible products and/or services. To determine which items are eligible, visit the E-Rate Eligible Services List at [http://www.usac.org/res/documents/sl/pdf/ESL\\_archive/EligibleServicesList\\_112108.pdf](http://www.usac.org/res/documents/sl/pdf/ESL_archive/EligibleServicesList_112108.pdf) or call the SLD at 888-203-8100.

Please see the notes regarding the E-Rate Program under Additional Terms and Conditions in the Vendor Requirements section, below.

## **ATLANTA PUBLIC SCHOOLS WIRELESS NETWORK SERVICES**

4.7 A list of APS facilities covered by this solicitation is in a separate Excel spreadsheet (attachment C).

4.8 No payment will be made until an authorized representative of APS makes final inspection of each site.

### **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 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 vendor will provide on-site basic and routine preventative maintenance functions, including but not limited to, adjustments, and alignments to the E-Rate eligible wireless hardware, software, security, and protocol components. The selected vendor must provide 24 / 7 repair and technical support. When applicable, there should be no longer than a four-hour response time to any of the school sites and/or administrative buildings regarding routine service problems, emergency repairs, and hardware replacements. The maintenance plan must also include a toll-free telephone number to the selected vendor's repair and technical support department. Any request(s) must be identified with a unique tracking identifier number (TIN) for records purposes. In cases requiring an on-site visit, the TIN must include an estimated-time-of- arrival (ETA) for the technician and be updated with an estimated-time-of-repair (ETR) within 1 hour of the technician arriving on-site.

### **5.3 Additional Terms and Conditions – E-Rate Participation, Products, and Services**

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

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

5.3.3 It is anticipated that some or all of the Board's costs under this Agreement shall be eligible for the "E-Rate" discount under the Federal Communications Commission (FCC) Universal Service Provision (FCC 97-157). Accordingly, contingent upon the APS' receipt of a funding commitment decision letter (FCDL) from SLD/USAC and both APS' and vendors' compliance with all the SLD/USAC guidelines, vendor shall offer an SLD/USAC discounted invoice payment option in addition to the standard Net 30 payment option. In providing the two-tier billing system or discounted invoice payment option, vendor will be required to recover its compensation for the approved E-Rate eligible discounted services, which can be from twenty percent (20%) up to ninety percent (90%), directly from the Schools and Libraries Division ("SLD") of the Universal Service Administration Company ("USAC") in accordance with procedures established by the FCC and SLD/ USAC. The vendor's invoices will itemize/breakdown the costs of all E-Rate eligible products and/or services from all non-E-Rate eligible products and /or services. To determine which items are eligible, visit the FY 2009 E-Rate Eligible Services List at: [http://www.usac.org/\\_res/documents/sl/pdf/ESL\\_archive/EligibleServicesList\\_112108.pdf](http://www.usac.org/_res/documents/sl/pdf/ESL_archive/EligibleServicesList_112108.pdf) or call the SLD at 888-203-8100.

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

### 5.4 Exclusion of Liability for E-Rate Funding

5.4.1 The Board shall have no liability for the E-Rate Portion of any costs incurred by the vendor and/or any contractor’s invoice if one of the following occurs:

- Products or services billed to the SLD are deemed ineligible pursuant to any event, including but not limited to an audit, after the SLD has reimbursed the Offeror for products or services that were previously considered eligible.
- The vendor fails to adhere properly to SLD guidelines (e.g., missing a filing deadline for invoicing to the SLD), or is subject to the FCC “Red Light Rule” and subsequently is not paid by the SLD.

### 5.5 Other Terms and Conditions Associated with E-Rate Funding

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

5.6 The vendor agrees to ship and/or deliver goods and/or equipment in accordance with the contract’s Service Terms, which will begin after the final contract is executed.

5.7 The vendor agrees to, at the District’s request, either (a) provide an itemized invoice to the District only for the non-discounted amounts due on E-rate-approved transactions and simultaneously invoice the Universal Service Administrative Company (“USAC”) for the discounted balance, or (b) provide an itemized (E-Rate eligible and non E-Rate eligible) invoice to the District for the full balance (BEAR Process).

5.8 The vendor shall separately itemize the cost of E-Rate eligible and ineligible products and/or services. To determine which items are eligible, visit the E-Rate Eligible Services List at: [http://www.usac.org/\\_res/documents/sl/pdf/ESL\\_archive/EligibleServicesList\\_112108.pdf](http://www.usac.org/_res/documents/sl/pdf/ESL_archive/EligibleServicesList_112108.pdf) or call the SLD at 888-203-8100.

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

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

5.11 Once installed at a school site, no equipment can be transferred to another location without first obtaining written permission from APS. Any equipment moved from its initial installation site without

## **ATLANTA PUBLIC SCHOOLS WIRELESS NETWORK SERVICES**

the express permission of APS will be returned to its original location at the expense of the service provider. Equipment moves or transfers related to maintenance services must be properly recorded and new equipment installed to replace malfunctioning equipment should be labeled accordingly.

### 5.12 Licenses and Certifications

Vendor must provide certification that they at least have minimum certification in CWNA or CCNA wireless. If vendor has additional applicable certifications, please provide those as well.

## **6.0 SUBMISSION REQUIREMENTS**

6.1 The entire proposal shall be submitted on (5) separate CD-ROMs and two (2) hard copies. Identify one of the hard copies as "ORIGINAL". Failure to submit the required number of CD-ROMs and hard copies requested may cause the proposal to be deemed non-responsive.

6.2 Proposals, in the formats requested in 6.1, shall be submitted together in a sealed package with the following information labeled on the outside of the package:

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

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

6.4 APS will not accept any proposals after the designated time and date due.

6.5 Proposals cannot be withdrawn after they are delivered to the APS, unless bidder makes a request in writing to the Director of Procurement Services prior to 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 bids.

6.6 Proposals that 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.

6.7 APS reserves the right to waive any minor informality or error in the proposal or offerors response that will not adversely affect competition.

6.8 By submitting a response the offeror certifies: "that this proposal is made without prior understanding, agreement or connection with any corporation, company or person submitting a bid for the same service and is in all respects fair and without collusion or fraud; that collusive pricing is understood to be a violation of State and Federal law and can result in fines, prison sentences and civil damage awards." Offeror further certifies that it shall abide by all conditions contained in the solicitation, notice to proceed and/or purchase order of APS and that the person signing the bid is authorized to bid on behalf of the offeror.

6.9 Offeror shall submit with proposal the Offeror Information Form found in this solicitation. Failure to provide the information requested in complete and accurate detail may result in rejection of the bid. If further information is required of the offeror (such as providing copies of licenses, certificates, permits, etc.), the offeror will be notified in writing and given seven (7) days from notification to comply.

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

**ATLANTA PUBLIC SCHOOLS  
WIRELESS NETWORK SERVICES**

6.11 Offeror shall complete and submit Promise of Non-discrimination form with the proposal.

6.12 Offeror shall provide a copy of its current business license with the proposal.

6.13 Offeror must accept the APS contract template provisions unless modifications to these provisions are proposed in red-lined format and returned to APS with the proposal. If offeror desires modifications to the provisions of the APS contract template, failure to submit the proposed modifications with the proposal may result in the offeror's waiver of the opportunity to modify the contract.

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

**Section 1 – Company Qualifications and Experience**

6.15.1 Provide a brief history of the company including the number of years in business providing the goods or services specified in this solicitation.

6.15.2 Provide an organizational chart with position titles expected to used for this project.

6.15.3 Indicate the names and addresses and degree of utilization of any and all subcontractors, which would be used in the performance of this contract.

6.15.4 Provide resumes of key personnel which include qualifications, certifications, education and responsibilities expected to be assigned to this project.

6.15.5 Provide documentation that company has at least minimum certification in CWNA or CCNA wireless. If vendor has additional applicable certifications, provide documentation.

6.15.6 Provide a copy of your current business license.

6.15.7 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 and number of locations where services are being provided.

**Section 2 – Methodology / Operations**

6.16.1 Provide a copy of implementation plan and approach (see section 3.2).

6.16.2 Describe the post implementation support available to APS.

6.16.3 Provide sample reports and describe your monitoring capabilities for your wireless solution.

6.16.4 Provide a training plan that details how key users will be trained. We anticipate 2 – 7 APS personnel to trained initially before implementation begins, during installation including knowledge transfer and once a year for the life of the contract at an APS site.

6.16.5 Describe your hiring process including recruiting, screening and training.

6.16.6 Provide a brief statement about how much experience you have had working with the Schools and Libraries Division of USAC.

**ATLANTA PUBLIC SCHOOLS  
WIRELESS NETWORK SERVICES**

6.16.7 Please designate how many staff members have received E-Rate training and the source of that training.

6.16.8 Please describe how you plan to keep up to date on new E-Rate rules and modifications to existing ones.

6.16.9 Per section 5.3.4, please provide your Service Provider Identification Number (SPIN).

6.16.10 The SLD’s definition of eligible maintenance and technical support is listed in the table below. Please describe what type of E-Rate Eligible Services you provide and please separately itemize the pricing for these services (i.e. basic maintenance pricing for E-Rate Eligible Wireless equipment and basic maintenance pricing for Non-E-Rate Eligible Wireless Equipment).

Maintenance and Technical Support of Internal Connections	<p>Necessary basic maintenance services are defined as follows: “but for the maintenance at issue, the connection would not function and serve its intended purpose with the degree of reliability ordinarily provided in the marketplace to entities receiving such services without E-rate discounts.” The following maintenance services are eligible:</p> <ul style="list-style-type: none"> <li>• Repair and upkeep of eligible hardware</li> <li>• Wire and cable maintenance</li> <li>• Basic technical support</li> <li>• Configuration changes</li> </ul> <p>Basic maintenance is eligible for discount only if it is a component of a maintenance agreement or contract for eligible components. The agreement or contract must specifically identify the eligible components covered, including product name, model number, and location.</p>
Ineligible Basic Maintenance of Internal Connections	<p>The following products and services are <b>NOT ELIGIBLE</b>:</p> <ul style="list-style-type: none"> <li>• On-site technical support (<i>i.e.</i>, contractor duty station at the applicant site) when off-site technical support can provide basic maintenance on an as-needed basis.</li> <li>• Services such as network management and 24-hour network monitoring.</li> <li>• Help desks that provide a comprehensive level of support beyond basic maintenance of only eligible components.</li> <li>• Technical support contracts that are more than basic maintenance.</li> </ul> <p>In addition, software <a href="#">Client Access Licenses</a> are not eligible as Basic Maintenance. Eligible basic maintenance does not include services to maintain ineligible equipment, to enhance the utility of equipment beyond the transport of information, or to provide diagnostic services in excess of those necessary to maintain the equipment’s ability to transport information.</p>

**NOTE:** This definition is taken from the FY2009 E-Rate eligible services list [http://www.usac.org/\\_res/documents/sl/pdf/ESL\\_archive/EligibleServicesList\\_112108.pdf](http://www.usac.org/_res/documents/sl/pdf/ESL_archive/EligibleServicesList_112108.pdf). The FY2010 eligible services list has not yet been released. Once released, the definition of Maintenance and Technical Support in the FY2010 eligible services list will need to replace the definition listed above. Vendor is responsible for periodically going to <http://www.usac.org/sl/tools/eligible-services-list.aspx> and obtaining and utilizing the current definition/description of services once it becomes available.

## **ATLANTA PUBLIC SCHOOLS WIRELESS NETWORK SERVICES**

### **Section 3 – Technical Questionnaire**

6.17 Complete and return with your proposal the Technical Questionnaire that is a separate Excel spreadsheet. You must provide an answer (yes or no) on each line (except #23). A yes indicates that you can comply with the requirement. A no indicates that you cannot comply with the requirement.

### **Section 4 – Pricing**

6.18 The vendor's pricing shall be based on the parameters defined in this section. It shall reflect a complete end-to-end solution for the specifications contained herein, while requiring minimum additions, expansions, upgrades, etc., in order to fulfill the specifications of this RFP. Further, the solution offered shall include all software updates, all hardware updates, and all firmware updates for the period of the contract.

6.18.1 APS will define a hypothetical site that constitutes a worse case scenario for pricing purposes. By this, we mean a scenario that is expected not to be exceeded within the actual world in terms of its size, difficulty, and cost. APS will use this pricing to create a competitive range, from which the participants in the second phase of evaluations shall be selected.

6.18.2 Pricing for the hypothetical site should be based on the following information:

- Pricing shall be for a single antenna solution for the site.
- Pricing shall be for complete coverage of the site which is ten (10) acres in size.
- For pricing purposes, vendors should assume that no more than fifteen (15) percent of the site shall be below ground or otherwise constitute a more difficult than normal coverage area.
- Every effort shall be made to keep the number of access points on the site to the minimum required for complete and effective coverage. Indicate on the proposal form the number of access points you are proposing for the hypothetical site.

6.18.2.5 Provide pricing on the APS proposal form (attachment A). Please include a copy of your completed spreadsheet as a separate file/document on each of the five (5) CD-ROMs and with the two (2) hard copies.

6.18.2.6 All pricing (w/hard copies) must be submitted in a separate sealed package.

6.18.2.7 **Important Note:** Please make sure that ALL pricing is itemized and clearly reflects E-Rate eligible and non E-Rate eligible products and services.

### **Section 5 – Value Added Benefits**

6.20.1 Atlanta Public Schools is interested in maximizing the value of expenditures by achieving additional value that would further benefit the Atlanta Public Schools and its operations, students, as well as its community of citizens and its tax-based funding. Offerors are encouraged to consider, develop and propose value-added concepts, programs, and components (such as cost-avoidance and efficiency measures, useful additional services and capabilities not mentioned in the solicitation, and value maximization) that would further enhance the quality and value of the proposed acquisition related to this solicitation.

6.20.2 Please complete the identified "Value Added Benefits" section of the electronic Proposal Form and include a separate section within the hardcopy responses, also entitled "Value Added Benefits". Here you will list and describe, in detail and with itemized pricing, any optional value-added benefits your firm can offer the Atlanta Public Schools.

**ATLANTA PUBLIC SCHOOLS  
WIRELESS NETWORK SERVICES**

**7.0 EVALUATION**

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

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

7.4.1 Vendors who are in the competitive range will be required to provide additional pricing on specific APS sites. Vendors in the competitive range may also be required to provide a product demonstration if requested by APS.

7.5 Pricing Formula:

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

7.6 Proposals will be evaluated on the following criteria:

- Company qualifications and experience 15
- Methodology / operations 20
- Technical Questionnaire 20
- Price 40
- Value-added benefits 5

**Note:** E-Rate program rules require that the cost of E-Rate eligible goods and services be given the highest weighting in the vendor selection process.

**8.0 AWARD**

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

8.2 This contract shall be for one (1) base year with four (4) one-year available 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 Procurement Services Department.

8.4 APS has selected as its owner's representative, IT Director of Operational Technology and Telecom. The owner's representative or his/her designee will perform supervision of the contract.

**ATLANTA PUBLIC SCHOOLS  
WIRELESS NETWORK SERVICES  
NON-SUBMITTAL RESPONSE FORM**

Atlanta Public Schools  
Procurement Services  
130 Trinity Ave., S. W.  
Atlanta, Georgia 30303

RFP Name: Wireless Network Services  
RFP Number: 100109-Wireless

**NOTE TO VENDOR:**

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

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

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

- Unable to meet requirements for this solicitation.
- Unable to provide the goods or services specified in this solicitation
- Unable to meet time frame established for start and or completion of project.
- Received too late to submit a bid.
- 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  
WIRELESS NETWORK SERVICES**

**OFFEROR AFFIRMATION FORM**

Company Name: \_\_\_\_\_  
RFP Name: Wireless Network Services  
RFP Number: 100109-Wireless

After careful examination of the solicitation document in its entirety, Wireless Network Services 100109-Wireless 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 offeror, (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 forth in the contract template attached hereto, unless otherwise modified in an attached red line.

If notified in writing by mail or delivery of the acceptance of the award, the undersigned agrees to furnish and deliver to the assigned Purchasing Agent within seven (7) days of the request, a certificate of insurance indicating the coverages specified within this solicitation.

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

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

Respectfully submitted,

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Authorized Official Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

( \_\_\_\_\_ )  
Business Telephone Number

( \_\_\_\_\_ )  
Fax

\_\_\_\_\_  
E-mail Address

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

\_\_\_\_\_

The legal name of the bidder is: \_\_\_\_\_

**ATLANTA PUBLIC SCHOOLS  
WIRELESS NETWORK SERVICES**

**OFFEROR INFORMATION FORM**

RFP Name: Wireless Network Services  
RFP Number: 100109-Wireless

**This form must be completed and returned with your bid.**

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

**ATLANTA PUBLIC SCHOOLS  
WIRELESS NETWORK SERVICES**

**JOINT VENTURE AFFIDAVIT (If Applicable)**

Solicitation Name: Wireless Network Services

Solicitation Number: 100109-Wireless

State of: \_\_\_\_\_

County of: \_\_\_\_\_

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

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

**Joint Venture Company "A"**

Company Name \_\_\_\_\_ Federal ID No. \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Check all that apply:

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

**Joint Venture Company "B"**

Company Name \_\_\_\_\_ Federal ID No. \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Check all that apply:

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

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

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

**ATLANTA PUBLIC SCHOOLS  
WIRELESS NETWORK SERVICES**

**JOINT VENTURE AFFIDAVIT**

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

The Joint Venture shall be known as: \_\_\_\_\_

Principal Office Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: ( \_\_\_\_\_ ) \_\_\_\_\_ Fax: ( \_\_\_\_\_ ) \_\_\_\_\_

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

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**JOINT VENTURE AFFIDAVIT**

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

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

Subscribed and sworn before me

this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

(A) \_\_\_\_\_  
Name of Contractor/Company A

My commission expires: \_\_\_\_\_ By: \_\_\_\_\_ (L.S.)

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Print Name

Subscribed and sworn before me

this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

(B) \_\_\_\_\_  
Name of Contractor/Company B

My commission expires: \_\_\_\_\_ By: \_\_\_\_\_ (L.S.)

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Print Name

**ATLANTA PUBLIC SCHOOLS  
WIRELESS NETWORK SERVICES**

**SOLICITATION CHECKLIST**

RFP Name: Wireless Network Services

RFP Number: 100109-Wireless

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

Submitted

Yes	No	Description
-----	----	-------------

- |                          |                          |   |
|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | Received addendum(s) if applicable.   |
| <input type="checkbox"/> | <input type="checkbox"/> | Two (2) hard copies and five (5) CD's of the proposal.  |
| <input type="checkbox"/> | <input type="checkbox"/> | Offeror affirmation form.   |
| <input type="checkbox"/> | <input type="checkbox"/> | Offeror information form.   |
| <input type="checkbox"/> | <input type="checkbox"/> | Submitted a copy of current business license.   |
| <input type="checkbox"/> | <input type="checkbox"/> | Read and completed all applicable forms in the General Terms and Conditions (Promise of non-discrimination is mandatory). |
| <input type="checkbox"/> | <input type="checkbox"/> | Review and accept the General Terms and Conditions  |
| <input type="checkbox"/> | <input type="checkbox"/> | Joint Venture Affidavit (if applicable).  |
| <input type="checkbox"/> | <input type="checkbox"/> | Review the contract template and submitted with response a red line   |

How did you hear about this bid?

- |                          |                              |
|--------------------------|------------------------------|
| <input type="checkbox"/> | APS Website                  |
| <input type="checkbox"/> | Fulton Daily Report          |
| <input type="checkbox"/> | Georgia Procurement Registry |
| <input type="checkbox"/> | Other (please list) _____    |

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature of Authorized Company Representative

\_\_\_\_\_  
Date

**COMPLETE THIS CHECKLIST AND SUBMIT WITH YOUR PROPOSAL**

**ATLANTA PUBLIC SCHOOLS  
WIRELESS NETWORK SERVICES**

**AGREEMENT BETWEEN**

**ATLANTA INDEPENDENT SCHOOL SYSTEM**

**AND**

**[VENDOR]**

**FOR**

**WIRELESS NETWORK SERVICES  
SOLICITATION NO.: \_\_\_\_\_**

**STATE OF GEORGIA  
COUNTY OF FULTON**

This agreement ("Agreement") is made and entered into as of the \_\_\_ day of \_\_\_\_\_, 2009 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 \_\_\_\_\_;

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

**1.2 Inconsistency.**

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

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

**1.3 Intent of References to Bid Documents.**

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

**ARTICLE II. SCOPE OF CONTRACT**

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

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

**ARTICLE III. TERM**

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

**3.1 Commencement Term.**

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The "Commencement Term" of this agreement shall begin on the \_\_\_\_ day of \_\_\_\_\_, in the year 2009, (the "Starting Date") and shall end absolutely and without further obligation on the part of the District on the 31st day of December 2009. 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 1<sup>st</sup> day of January, 2010 and shall end no later than the \_\_\_\_ day of \_\_\_\_\_, 2010. If the District chooses not to exercise an Optional Renewal Term as provided in this Section, then the Subsequent Term shall also be deemed the "Ending Term" with no further obligation on the party of either party.

**3.3 Optional Renewal Terms.**

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

**3.4 Events of Termination.**

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

**3.5 Same Terms.**

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

**3.6 Statutory Compliance Regarding Purchase Contracts.**

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

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manner consistent with such statute.

**ARTICLE IV. CONTRACTOR SERVICES AND RESPONSIBILITIES**

**4.1 Performance.**

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

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

**4.2 Contractor's Responsibilities.**

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

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

**4.3 Contractors Responsibilities – Personnel.**

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

Contractor may, at APS' request provide personnel to provide \_\_\_\_\_ services to APS. Persons assigned by Contractor to provide \_\_\_\_\_ services to APS must possess all licenses, training and certifications required

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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 incorporated herein by reference.

**5.2 Compensation and Payment.**

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

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

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

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

**5.3 Payments Withheld.**

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

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

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

**5.4 Final Payment.**

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

**5.5 Accounting Records.**

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

**5.6 Risk of Loss for Delivery of Goods**

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

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

**5.7 Rejection or Revocation of Acceptance of the Goods**

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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
- 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

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

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

**ARTICLE VII. TERMINATION**

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

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

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

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

c. If the Contractor is adjudged bankrupt, or if it makes a general assignment for the benefit of its creditors or if a receiver is appointed on account of its insolvency, or if it persistently

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disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or fails to comply with any term or condition of this Agreement, then APS may, without prejudice to any right or remedy, and after giving notice as required by this Section, terminate this Agreement by giving ten (10) days prior written notice of such termination specifying its effective date. In the event that Contractor has committed any illegal act or fails to maintain proper licensing or obtain proper permits, then APS may, without prejudice to any right or remedy, terminate this agreement by giving forty-eight hour (48) notice.

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

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

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

**ARTICLE VIII. INSURANCE**

**8.1 General Insurance Requirements.**

The following general insurance requirements apply to any and all work under this contract by all Contractors and Subcontractors of any tier:

a. Contractor shall provide insurance as required by the Contract Documents. Any and all insurance required by this contract shall be maintained during the entire length of this contract, including any extensions thereto, and until all work has been completed to the satisfaction of APS. Any and all insurance must be on an occurrence basis. No Contractor or Subcontractor shall commence any work of any kind under a contract until all insurance requirements contained within the solicitation have been complied

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with, and until evidence of all insurance requirements in each and every contract, with each and every Subcontractor of any tier, and shall require the same to comply with all such requirements.

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

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

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

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

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

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

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

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

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<u>Workers' Compensation</u>	Statutory
<u>Employer's Liability</u>	
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.

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

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

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

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

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

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

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

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

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

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

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

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

**ARTICLE XII. Sales Tax.**

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

**ARTICLE XIII. No Warranty Disclaimer**

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

**ARTICLE XIV. GENERAL TERMS AND CONDITIONS**

**14.1 Assignment and Modification.**

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

**14.2 Subcontractors.**

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

**14.3 Third Party Beneficiaries.**

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

**14.4 Ownership.**

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

**14.5 Indemnification.**

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

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

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

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

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

**14.6 Disputes.**

In the event of any controversy, claim, dispute or other matter in question arising out of or relating to this Agreement or the breach thereof or otherwise with the Agreement which has not been resolved or waived pursuant to other conditions of this Agreement (hereinafter referred to as the "dispute"), the

**ATLANTA PUBLIC SCHOOLS  
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Contractor, prior to pursuing any legal action, shall appeal the dispute to the Director of Purchasing via APS' Purchasing Dispute Resolution Provisions.

**14.7 No Waiver of Legal Rights.**

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

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

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

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

**14.8 Obligation to Perform.**

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

**14.9 Rights and Remedies.**

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

**14.10 Organization, Licenses, and Regulations.**

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

**ATLANTA PUBLIC SCHOOLS  
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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<sup>th</sup> Floor  
                             Atlanta, GA 30303

                             Santhia Curtis, Deputy General Counsel  
                             Atlanta Independent School System  
                             130 Trinity Avenue, SW, 8<sup>th</sup> Floor  
                             Atlanta, GA 30303

**ATLANTA PUBLIC SCHOOLS  
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**14.12 Publicity.**

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

**14.13 Extent of Agreement.**

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

**14.14 Venue & Governing Law.**

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

**14.15 Force Majeure.**

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

**14.16 Severability.**

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

**ATLANTA PUBLIC SCHOOLS  
WIRELESS NETWORK SERVICES**

**14.17 Multiple Counterparts.**

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

**14.18 Section Headings.**

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

**14.19 Number and Gender.**

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

**14.20 Rights and Remedies Cumulative.**

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

**14.21 Time Is Of The Essence.**

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

**14.22 Relationship Among Parties.**

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

**14.23 Rules of Construction.**

**ATLANTA PUBLIC SCHOOLS  
WIRELESS NETWORK SERVICES**

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.

**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:** \_\_\_\_\_

**Its:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_



**PROCUREMENT SERVICES**

September 11, 2009

ADDENDUM NO. 1

Solicitation No. 100109-Wireless

**Solicitation : Wireless Network Services**

**Due: Thursday, October 1, 2009**

**10:00 a.m.**

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**Replace:**

**Replace: Technical Questionnaire Spreadsheet B**

**with**

**Technical Questionnaire Revised Spreadsheet B.**

**THE BOARD OF EDUCATION OF THE CITY OF ATLANTA**

**Randall Sellers,  
Director, Procurement Services**

B  
 Technical Questionnaire

Atlanta Public Schools  
 Wireless Network Services  
 Solicitation #100109-Wireless

#	Decision Criteria	Place an X in the appropriate column on each line	
		Yes	No
	<b>Company Name:</b>		
	<b>WAN Service Requirements</b>		
1	Does the vendor have the ability to utilize or improve upon the Metro Ethernet fiber circuits, equipment, and services currently in place at most all APS sites?		
2	Does the vendor have the ability to perform Configuration Management for all MDF/IDF equipment as well as for the CLL core switches and router configurations at the beginning of the contract and quarterly there after?		
3	Does the Vendor have the ability to offer 30% or higher discounts on all networking services and equipment purchases?		
	The vendor must provide APS with monthly reports. Can vendor provide:		
4	Bandwidth Utilization Report		
5	Per Site Availability Report		
6	Per Site Circuit Latency Report		
7	Outage Durations Report		
8	Mean Time To Repair (MTTR) stats Report		
9	Detailed Billing Per Site Report		
10	Traffic Analysis Report		
11	Is the vendor able to perform troubleshooting of WAN circuits, cabling, software, routers, switches, and other hardware components and ensure that all outages are restored within the agreed upon Service Level Agreements (SLA's)?		
12	Is the vendor able to provide technical support for the timely resolution of unscheduled network outages and disaster recovery?		
13	Is the vendor able to install WAN communication cabling and equipment?		
14	Is the vendor able to install new WAN equipment and services, and software as required? This must include re-configuring and replacing network devices to original state.		
15	Is the vendor able to notify APS personnel of network accessibility and availability issues and their resolution within established SLA's?		
16	Is the vendor able to review and recommend yearly opportunities to improve service and/or reduce costs?		
17	Is the vendor able to schedule outages for network maintenance, expansions, and modifications during hours that meet the operational needs of the appropriate APS IT staff?		
18	Is the vendor able to provide and maintain network documentation?		
19	Is the vendor able to contact appropriate APS IT staff when system outages occur?		
20	Is the vendor able to monitor network trends and ensure correction of recurring problems by performing and communicating root cause analysis results to APS IT staff?		
21	Is the vendor able to provide on-site service and technical support Monday through Friday between the hours of 7:30am and 5 pm, and to provide on-call crisis service and technical support during non-office hours (5:01pm – 7:29am, M-F), and on a 24-hour basis during the weekend (5:01pm – 7:29pm F-S), holidays or in the case of a disaster and recovery mode of operations?		
22	Is the vendor able to assign one project manager to the APS account?		
23	Is the vendor able to assign a technical engineer to the APS account?		

Atlanta Public Schools  
 Wireless Network Services  
 Solicitation #100109-Wireless

#	Company Name:	Place an X in the appropriate column on each line	
		Yes	No
	Can all service Technicians perform the following:		
24	Sign the Technology book at the front desk at all locations upon arrival at a site?		
25	Be professional and courteous to the client.		
26	Clean up behind themselves and not leave any trash behind in any MDF/IDF closet.		
27	Communicate with the APS Network Operations Center upon dispatch to a site.		
28	Can the vendor communicate with the IT Network Manager before installing or disconnecting a sites circuit?		
29	Can the vendor provide at no additional cost all of the software/firmware upgrades occurring during the life of any product(s) purchased under this bid, as well as any costs associated with installing said software/firmware?		
	<b>Onsite Services</b>		
30	Can the vendor submit all changes to the APS Change Control Board at least (1) week or more prior to when the change is expected to occur (work with APS Network Support team to obtain appropriate documentation)?		
31	Can the vendor control changes to ensure the stability of all production environments? This includes ensuring that incomplete or unsuccessful changes are backed-out completely with no residual effects on the environment.		
32	Can the vendor schedule and implement installations, moves, changes, and disposals with the following APS groups: Client Support Center, Change Control Board & Network Operations Center and any other relevant personnel?		
	<b>Software Services</b>		
33	Can the vendor maintain all system software required for proper functioning of the WAN?		
34	Can the vendor also distribute and install new IOS software releases to all switches and routers as required to maintain at most one revision behind the current code release unless a critical release is mandated by the hardware vendor?		
35	Can the vendor implement and maintain software patches at appropriate levels?		
36	Will the vendor be available to consult with the APS Contract Administrator regarding any aspect of the Program while it is in effect?		
37	Will the vendor include provisions for APS options to either include or exclude equipment items from the Program or handle its equipment maintenance and repair through some other means?		
38	Will the Vendor describe plans to provide APS with a Program which supports the APS primary goal of cost savings on an on-going basis?		
39	Will the vendor provide Line item cost, indication of Universal Service Fund eligibility for each item listed in the attached Excel Pricing Spreadsheet, and a justification (based on published FCC documentation or SLD guidelines) of the assessment? The proposal breakdown shall include "a complete bill of materials: as required by the Universal Services Fund that includes: Make and Model Numbers of all materials, equipment, and services.		
40	Will the vendor describe its plan for operations and customer service to include the following: Its capacity of analyzing APS' current equipment maintenance situation and making recommendations concerning equipment maintenance, cost savings, replacements, etc.?		
41	Will the vendor describe its procedures for investigators wishing either to add or delete an equipment item from the Program?		
42	Will the vendor describe its procedures for routine and emergency requests for equipment service?		

Atlanta Public Schools  
 Wireless Network Services  
 Solicitation #100109-Wireless

#	Decision Criteria	Place an X in the appropriate column on each line	
		Yes	No
	<b>Company Name:</b>		
43	Will the vendor describe its procedures for customer complaint resolution?		
44	Will the vendor provide a complete Program implementation and maintenance schedule, addressing both warranty and non-warranty services required for maintenance?		
<b>Maintenance and Technical Support</b>			
45	Can the vendor provide E-Rate eligible telecommunications hardware, software, and protocol components?		
46	Can the vendor provide E-Rate eligible Internet access, hosting, and security equipment?		
47	Can the vendor provide E-Rate eligible wireless communications and networking devices?		
48	Can the vendor provide upgrade services for E-Rate eligible Internetworking equipment?		
49	Can the vendor provide quality of service guarantees, assurances, and reporting?		
50	Can the vendor provide network maintenance documentation?		
51	Can the vendor provide E-Rate eligible maintenance?		
52	Does the vendor provide all of the E-Rate eligible maintenance described in section 3.4.8 of the RFP?		
53	Can the vendor provide the following: 24 hours by 7 days-a- week repair and technical support; when applicable, no longer than a four-hour response time to any of the school sites and/or administrative buildings regarding routine service problems, emergency repairs, and hardware replacements; a toll-free telephone number to the selected vendor's repair and technical support department; identify all requests with unique tracking identifier numbers (TIN) for records purposes; for cases requiring an on-site visit, include in the TIN an estimated-time-of-arrival (ETA) for the technician; and update the record with an estimated-time-of-repair (ETR) within 1 hour of the technician arriving on-site?		
<b>Training and Implementation</b>			
54	Can the vendor provide training to select members of the APS technical staff on set-up/configuration, installation, basic troubleshooting, and operation of accompanying equipment and management application?		
55	Is the vendor aware that E-Rate Eligibility includes Installation, activation, and initial configuration of eligible components, if they are part of a contract or bid for those eligible components; and that such eligible services may include basic design and engineering costs and basic project management costs, if these services are provided as an integral component part coincident with installation?		
56	Is the vendor aware that on-site training is E-Rate Eligible as a part of installation services only if it is basic instruction on the use of eligible equipment, directly associated with equipment installation, and a part of the contract or agreement for the equipment; and that training must occur concurrently or within a reasonable time after installation?		
57	Is the vendor aware that end user training, such as training of teachers and staff in the use of covered services in their programs of instruction or for professional development, is <b>NOT</b> eligible for discount; and that the vendor needs to provide separate pricing for E-Rate Eligible training and another quote for additional training that may not be E-rate Eligible?		



## PROCUREMENT SERVICES

September 8, 2010

ADDENDUM NO. 2

Solicitation No. 100109-Wireless

**Solicitation : Wireless Network Services**

**Due: Thursday, October 1, 2009**

**10:00 a.m.**

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### Questions:

Question 1: What band do the existing Wi-Fi video projectors and camera currently support?  
802.11a/b/g/n?

Answer: **802.11n**

Question 2: Will existing Lucent, Proxim, HP and Cisco APs be removed or required to co-exist with the new wireless solution implementation?

Answer: **Removed**

Question 3: Do you require multiple virtual networks (separate SSIDs/VLANs) for staff, student and guest access?

Answer: **No**

Question 4: Can you identify network usage capacity by user (Staff, Student, Guest) for example does your staff use more bandwidth than the students?

Answer:

Question 5: Can you identify network usage capacity by traffic types (Data, Voice, Video)?

Answer:

Question 6: What types of wireless equipment will be on the wireless LAN, such as Dell Laptop with Windows XP or Apple MAC OS X, VoWiFi phones?

Answer: **HP Laptops, MacBooks, iMac's, Ipods, IBM Laptops, PDA's, VOIP Phones and Cellphones with Wi-Fi capacity.**

Question 7: Does Atlanta Public Schools prefer to have trained engineers from the wireless equipment manufacture proposed in the responding firms proposal – conduct the site-survey, installation, training, and post installation site-survey services at no additional cost to the district?

**ATLANTA PUBLIC SCHOOLS  
WIRELESS NETWORK SERVICES  
ADDENDUM #2**

Question 6: What types of wireless equipment will be on the wireless LAN, such as Dell Laptop with Windows XP or Apple MAC OS X, VoWiFi phones?

Answer: **HP Laptops, MacBooks, IMac's, Ipods, IBM Laptops, PDA's, VOIP Phones and Cellphones with Wi-Fi capacity.**

Question 7: Does Atlanta Public Schools prefer to have trained engineers from the wireless equipment manufacture proposed in the responding firm's proposal – conduct the site-survey, installation, training, and post installation site-survey services at no additional cost to the district?

Answer: **Yes, this is a preference and should be identified under the Value-Added portion of the pricing sheet.**

Question 8: Can each vendor add a column to the right of the [Y/N] columns in the document "Wireless Network Services Technical Questionnaire Revised Spreadsheet B.xls" and add detail to their Y/N response to each technical question?

Answer: **No, this was stated in the pre-bid conference**

Question 9: For the pricing exercise – can we be provided with a typical school (floor-plan) or possibly one each (elementary, middle, and high school) floor-plans – and be asked to provide the vendors best assessment of device placement, total equipment and quantities required, and turn-key installed price to Atlanta Public School. This will allow for clear apples to apples assessment between respondent vendors. Please also show on the floor-plan the numbers of users (density) that should be supported in the different areas of the school (e.g. office, Gym, Classrooms, Computer Labs, etc.) so that the vendor can accurately and honestly build a network capable of delivering that level of performance to all intended users.

Answer: **A site visit will be held at Douglass High School and site plans are posted online as a part of this addendum for those who can't make the visit to the school.**

Question 10: Is it Atlanta Public Schools intention to use this wireless network to simply augment the wired network (Hot Spot – light data only usage) – or is it the vision and intention to eventually replace a significant portion of the wired edge infrastructure with performance and capacity capable Wi-Fi as the primary edge network connection to students and staff?

Answer: **Initially it will be used to augment the wired network, but it will evolve into the primary means of network connectivity for students and staff.**

Question 11: What are the performance expectations of these wireless networks?

Answer: **Seamless mobility throughout a school's campus.**

Question 12: Is "connectivity" sufficient?

Answer: **Yes**

**ATLANTA PUBLIC SCHOOLS  
WIRELESS NETWORK SERVICES  
ADDENDUM #2**

Question 13: Are there minimum bandwidth requirements for users located at the "fringe" of the coverage area?

Answer: **Yes, > 4 Mbps**

Question 14: What are the true priorities of APS with this project?

Answer: **The implementation of a minimal number of high performing access points or arrays that provide the highest quality and value at the lowest cost to the district.**

Question 15: How would APS rate the importance of these three variables: Current AP reduction, Total cost of ownership and Performance of wireless network?

Answer: **Performance, AP reduction, TCO**

Question 16: Within section 3.3, under Security Category, please elaborate as to APS's requirements and expectations for rogue AP and threat detection.

Answer: **The proposed solution must be able to accurately identify rogues and provide options for addressing them, such as: allow, block, restrict: by time; bandwidth; # users; VLAN; etc.**

Question 17: Should intrusion protection include a dedicated full time sensor providing 24 x 7 monitoring?

Answer: **We have not decided upon a specific model for intrusion protection.**

Question 18: Since federal and state funds will be utilized, how will APS factor in the financial viability of the manufacturers evaluated in the decision process?

Answer: **Page 18 item 20, vendors are asked for their D&B (Dunn & Bradstreet) number.**

Question 19: Is a CCNA wireless or CWNA certification mandatory? Would you accept CWTS (certified wireless technology specialist) certification as well? We do have technical folks that have the experience but do not have the certifications.

Answer: **CCNA and or CWNA certification will be accepted.**

Question 20: For eligible E-rate services, would a supplier of wireless equipment need to participate in the E-Rate program?

Answer: **5.3.2 The Supplier must participate in the E-Rate Program and also has a responsibility to educate itself about the Program requirements and timelines. The Schools and Libraries Division (SLD) of USAC will hold Service Providers to the statements made in applications, registration, certification and invoice forms. For more information on E-Rate participation and procedures go to [www.sl.universalservice.org](http://www.sl.universalservice.org).**

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WIRELESS NETWORK SERVICES  
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Question 21: Section 3.3 Priorities states: "Multiple radios per device (4/8/16)" Will solutions with fewer radios per device be considered?

Answer: **Yes**

Question 22: Section 3.3 Priorities states: "Local processing/switching/control at the AP" Will solutions with controller based architecture be considered?

Answer: **Yes**

Question 23: Is the 50% coverage overlap to be assumed for all locations?

Answer: **Yes, that is the level of redundancy and continuity of service that is desired.**

Question 24: Section 3.3 Priorities states "Design for 802.11n today" Does this mean that the network must support 802.11n?

Answer: **While 802.11n may not be an immediate need the wireless technology must be capable of supporting that standard without additional equipment or cost.**

Question 25: What wireless client devices are to be supported?

Answer: **There are no client limitations.**

Question 26: Section 3.3 Priorities states that real-time voice and video applications are priorities. Is real-time voice a requirement for the network?

Answer: **Yes, within the allowable tolerances for voice applications such as VOIP.**

Question 27: Is real-time video a requirement for the network?

Answer: **Yes**

Question 28: Approximately what percentage of wireless client traffic stays local to the facility and approximately what percentage crosses the WAN to reach its destination?

Answer: **Up to 80% of wireless traffic may need to cross the WAN.**

Question 29: Please explain the types of wireless data flows that must be supported.

Answer: **All commonly supported data types (e.g. – Ethernet (encrypted and unencrypted); Voice; Video; etc.) utilizing all known communication protocols (e.g. – IP; TCP; UDP; FTP; SMTP; SNMP; HTTP; PPTP; 3270; Telnet; BGP; EIGRP; ICMP; etc.) over various carrier services (Metro-E; ATM; Frame Relay; SONET; etc) should be supported. Access to centralized business applications such as: Email, Student Information System, Lawson, IEP, SharePoint and internal/external web apps and the Internet.**

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Question 30: Are all applications to be supported equally in all areas (indoor and outdoor) of a given ten acre campus?

Answer: **Yes**

Question 31: What type and capacity of wide area network (WAN) connectivity exists between the facilities?

Answer: **100 Mbps Metro-Ethernet**

Question 32: Does the WAN support QoS?

Answer: **Yes**

Question 33: Would a solution be considered that uses the WAN for some of its control and data connectivity?

Answer: **All solutions meeting the minimum requirements as outlined in the RFP will be considered.**

Question 34: Is a Data Center available for hosting of some solution components?

Answer: **Yes**

Question 35: Do the current LAN's at the facilities support QoS?

Answer: **Yes**

Question 36: Many of the "Decision Criteria" listed in the Technical Questionnaire are specific to WAN Service Requirements. Is "Not Applicable" a satisfactory answer for those items in this spreadsheet that are specific to WAN Service Requirements?

Answer: **Please refer to the Technical Questionnaire currently posted on the APS website.**

Question 37: Is APS submitting e-rate requests as an entire district, or as individual school sites?

Answer: **Our applications are filed on a district basis.**

Question 38: What is the funding level of district, and/or individual school site? Historically, what has been the success rate of the district for securing e-rate funding?

Answer: **The district's and individual school's funding level fluxuates each year depending on student enrollment and student participation in the Free & Reduced Lunch Program. The district has not been awarded E-Rate funding since 2001. We have E-Rate funding applications pending for: 2002, 2004, 2005, 2006, 2007, 2008, and 2009.**

Question 39: Has site survey been conducted at each location?

Answer: **No**

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Question 40: What is time frame for bid? When will additional pricing be required, outlined on page 15, 7.4.1?

Answer: **Between the evaluation and recommendation to the APS Board of Education**

Question 41: Is bidder responsible for installing all cabling (page 6, 3.4)?

Answer: **Yes**

Question 42: Will APS proceed with this project if e-rate funding is not available? How will that be determined, and when?

Answer: **Yes**

Question 43: Will the district agree to partial payments for equipment/services throughout life of project, subject to acceptance, with split billing requirements met? Will each school funding level be different?

Answer: **Payment terms will be discussed with the awarded vendor.**

Question 44: Will the district utilize the BEAR invoicing process?

Answer: **APS utilizes the Net 30. However, if there are incentives for early payment, please provide in details.**

Question 45: Is it the intent of the district to also apply for basic maintenance for support services?

Answer: **Yes**

Question 46: Is it the intent of the district to install within one e-rate funding performance period, of 18 months? Or are the four year extensions outlined on page 15, 8.2 for the additional basic maintenance?

Answer: **It is the district's desire to have the awarded wireless solution installed as soon as possible after the executed contract. The 18 months has been allotted as a maximum time for installation. Yes, the vendor is expected to provide basic maintenance for the duration of the contract.**

Question 47: Does the district have appropriate asset tagging required for subsequent e-rate audits?

Answer: **Yes**

Question 48: Can we utilize the light posts for mounting and to power the access points?

Answer: **No (see answer to question 50).**

Question 49: Can we get an average campus size and building layout?

Answer: **See site visit**

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ADDENDUM #2**

Question 50: Can we get a list of structures that are available to mount the access points inside and outside?

Answer: **Inside: Walls & Ceilings - Outside: Vendor supplied structures**

Question 51: Is security available for the listed times on the RFP for every school?

Answer: **Yes**

Question 52: Are there any coring restrictions with the buildings? Historical or otherwise?

Answer: **In most cases No, but should be considered on a site by site basis.**

Question 53: If the light poles can be utilized do they have continues power or are they on a timer?

Answer: **These should not be considered**

Question 54: Will APS be able to supply the needed switch ports in the MDF/IDF or will we need to quote switches as well?

Answer: **Yes**

Question 55: Will a site survey be needed upon completion of each school? If so how would you like the data (hardcopy/softcopy?).

Answer: **Both**

Question 56: Would APS like the Access Points to be in a secure housing for both inside and outside to ensure the physical safety of each Access Point?

Answer: **If secure housings are available please identify the additional cost if any for such enclosures. If APs are designed to be tamper-resistant please state the tolerances and extremes to which they have been tested.**

Question 57: What is the history of the internal connections requests, and if this request complies with the 2-out-of-5 internal connection rules?

Answer: **All of our current internal connections applications are pending. Yes, the district's requests will be in compliance with the 2-out-of-5 internal connections rules.**

Question 58: Is this a WiFi (WiMax) or wireless solution that enhances your existing infrastructure?

Answer: **A new Wireless solution that enhances the existing infrastructure.**

Question 59: Who will be responsible for wiring of all access points located on a campus of all schools along with the AC power to these access points?

Answer: **The awarded vendor.**

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Question 60: Please provide us a detailed listing of any school that has an in-building wireless system and if so, what type?

Answer: **All sites listed under the “List of Facilities” document may have some form of legacy wireless solutions that will be disabled and/or replaced with the new solution.**

Question 61: Please provide a site survey and specifications (drawings) for all schools?

Answer: **See site visit information on page 15.**

Question 62: Please grant an extension for the due date and further questions.

Answer: **See due date change on page 1.**

Question 63: Would APS consider extending the due date to allow for more time to incorporate answered questions into our response

Answer: **See due date change on page 1.**

Question 64: 802.11n is a stated requirement. Is actual 802.11n certification under Draft 2.0 and fully ratified specification required? (Section 3.3, Density)

Answer: **No**

Question 65: QoS with WMM, 802.1p/Q, is a stated requirement. Is industry certification of WMM required? (Section 3.3, Performance)

Answer: **Yes**

Question 66: Additional channel utilization in 5 GHz with 802.11a/n is stated as a requirement. Products certified with FCC/DFS can enable up to 23x 20MHz (or 11x 40MHz) channels in the 5GHz band what number of additional channels are required? (Section 3.3 Performance) What criterion was used to determine the maximum number needed?

Answer: **Channel allocation is a fixed factor based on the frequency as determined by IEEE and the FCC; channel availability is a function of software designed to sense and manage channel assignment for wireless devices. Proposals should include the manner used for determining what channels are available and dynamically managing the utilization of those channels.**

Question 67: Real-time voice and video are stated criteria, section. Does the proposed solution need to be certified with 802.11a/b/g handsets? Does the system, per radio, need to support both voice and data, simultaneously?

Answer: **No**

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Question 68: Does the system need to support the convergence of dual mode devices such as WiFi enabled voice and data handset, so that both voice and data operate, simultaneously?

Answer: **That would be a value added system, but not required**

Question 69: For locations with the need for more than one device, do your requirements allow for a central device to provide consolidated views and control of RF coverage.

Answer: **Yes**

Question 70: In section 3, Security, it is stated as a requirement the solution must have an integrated rules-based stateful firewall. As the primary source of WLAN security for each APS school must this device be ICSA certified? (Section 3.3 Performance)

Answer: **Conformity with industry standards is required, independent 3<sup>rd</sup> party certification may be a value added benefit.**

Question 71: A stated requirement, Section 3.3 Performance, is fast and seamless roaming. Please detail the specifications for minimum roaming “speed” and the devices APS expects to be roaming in these environments (laptops, WiFi mobile carts, scanners, voice handsets, dual mode (voice and data handsets)?)

Answer: **> 4 Mbps / Laptops, iPods, Mobile carts, VoIP Phones**

Question 72: The deployment timeframe is stated to be 18 months or less. Is integrated management of the existing WLAN environment and proposed solution during this timeframe important to APS? Would APS desire to manage the existing environment with the management system of the new, proposed system?

Answer: **No, selected company will be responsible for the new system management solution only.**

Question 73: Section 3.3, Management. With respect to management please provide additional clarification as to the type of management and reporting that is required? What type of reports and alerts (what are the specific triggers) are required? Will APS require both real time and historical reporting? Will APS require or do they desire to track individual users and devices (WiFi phones, etc.)?

Answer: **Management should include the ability to monitor ALL components of the wireless infrastructure from a single console as well as to update configuration and firmware for all components. Reports should include a dashboard type global view of all system components and their status as well as the capacity to drill down to a single component for details. Real-time and historical reporting should be available along with the ability to track connected users and devices. Alerts should be available for component failure; rouge detection; configuration changes; maximum # connections; etc.**

Question 74: Are multiple VLANs per device required or desired to limit the broadcast domains seen by users? Is VLAN pooling required or desired to support this function? Are multiple VLANs required when trunking the required multiple Gigabit Uplinks?

Answer: **Multiple VLANs per device are desired not required, other options around VLAN support (e.g. – pooling, trunking, etc.) will be considered upon evaluation.**

**ATLANTA PUBLIC SCHOOLS  
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Question 75: Is it a requirement that for multiple radio devices those repairs be made without disruption of service for the other radios in the array and their clients?

Answer: **Any features that minimize disruption of service should be highlighted in the proposal.**

Question 76: Please detail the actions desired to be taken against rouge APs and/or clients once identified by the system? (Section 3.3 Security)

Answer: **The proposed solution must be able to accurately identify rogues and provide options for addressing them, such as: allow, block, restrict: by time; bandwidth; # users; VLAN; etc.**

Question 77: Are Floor Plans and Campus Plats available for review with the following data:  
location of MDF's, and IDF's  
locations of light poles and current towers  
cabling diagrams of current cable paths and conduit

Answer: **No**

Question 78: Is there currently a network diagram available for review?

Answer: **No**

Question 79: To accurately estimate the costs of facilities build out, floor plans are required. This data can be gathered through a detailed onsite assessment. However, if floor plans can be made available cost containment can be managed.

Answer: **See site visit and site plans for Frederick Douglass High School**

Question 80: Is there currently power and data switching connectivity from School Data Center or MDF to remote facilities?  
football facility  
baseball facilities  
remote maintenance facilities

Answer: **In some locations**

Question 81: Have RF Surveys been completed? If so, are heat maps of propagation points available for review? If surveys have been completed

Answer: **No**

Question 82: What is the age of the buildings on each campus?

Answer: **Existing facilities were built between: 1900 and 2009.**

**ATLANTA PUBLIC SCHOOLS  
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Question 83: What are the buildings made of? (Cinderblock, Concrete, etc...) This affects penetration and propagation rates.

**Answer: APS buildings are constructed of various materials depending upon the timeframe in which the facility was built or renovated and what was common practice at that time. Existing facilities were built between: 1900 and 2009.**

Question 84: Will APS be managing the RF internally, or open to a bundled maintenance/management solution?

**Answer: We would like the capability of managing the RF ourselves but we are open to discussions of alternatives.**

Question 85: Will APS require full As-built documentation as a part of acceptance?

**Answer: Yes, the awarded vendor will receive floor plans and APS requires the red lined as-built's back denoting the location of each Access Point.**

Question 86: What is the minimum signal strength required?

**Answer: -70db at the fringe**

Question 87: How will faculty authenticate?

**Answer: Active Directory**

Question 88: How will students authenticate?

**Answer: Active Directory**

Question 89: Cat 6 is much more expensive than 5e. Will pricing 5e as an option be considered to evaluate cost savings?

**Answer: APS has standardized on CAT 6.**

Question 90: Is it the intent of the RFP to award this RFP to a pre-determined technology manufacturer?

**Answer: No.**

Question 91: Who was responsible for creating this RFP?

- a. APS Staff (names not requested)
  - i. Title
  - ii. Experience with wireless
    - 1. Technical skills
    - 2. Project experience
- b. Outside Contributors, i.e. non-APS employees (names not requested)
  - i. Company
  - ii. Title
  - iii. Experience with wireless

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1. Technical skills
2. Project experience
- c. Were there any others who provided content to this RFP?

**Answer: APS Staff. All RFPs are guided by the procurement guideline in accordance to Board Policy.**

Question 92: Has Atlanta Public Schools conducted any wireless pilots (i.e. testing of any wireless manufacturers) in the past 6 months?

- d. Has a site survey(s) been conducted by this pilot vendor at any APS locations?
- e. Has preliminary/budgetary pricing from this pilot vendor been shared with APS?

**Answer: No**

Question 93: Why is Financial Stability not part of the selection criteria, page 15, section 7.6? Past APS e-rate RFP's have had point ranges of 15-25 for Financial Stability.

**Answer: This is a new solicitation. Each solicitation is developed based on scope.**

Question 94: Why is the table from Page 5, section 3.3 virtually an exact match to the same table from the pilot vendor's design guide?

**Answer: No pilot was conducted**

Question 95: Why is the document, "Wireless\_Network\_Services\_Technical\_Questionnaire\_WITH\_IT\_EDITS\_08\_24\_2009", almost an exact match to a table from the pilot vendor's design guide?

**Answer: No pilot was conducted**

Question 96: In regards to the wireless pilot conducted within the past 6 months:

- a. How was the vendor selected for the pilot?
- b. What were the selection criteria?
- c. Who created the selection criteria?
- d. What were the pilot's metrics?
- e. Who created the pilot's metrics?
- f. Why was only one vendor selected for a pilot?
- g. How was the equipment for the pilot procured?
  - i. Purchased by APS?
  - ii. Loaned by pilot vendor?
    - i. Given by pilot vendor?

**Answer: No pilot was conducted**

**ATLANTA PUBLIC SCHOOLS  
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Question 97: Where is/was the pilot deployed? Is the pilot on going? What was the beginning and, if applicable, end dates of this pilot?

Answer: **No pilot was conducted**

Question 98: Is equipment from pilot vendor still installed and/or in use?

Answer: **No pilot was conducted**

Question 99: On page 4, section 1.2, the RFP states, "Our vision is to strategically place a single of point of radiation (i.e. antenna or tower) per school site or administrative building to provide wireless service throughout that respective location." How many access points are/were deployed by the pilot vendor in their pilot and where were they deployed?

Answer: **No pilot was conducted**

Question 100: What type of access points are/were deployed?

Answer: N/A

Question 101: Why was none of this information related to this pilot disclosed? In the section 2.2, page 4 of the RFP, entitled APS Wireless Infrastructure?

Answer: **No pilot was conducted**

**THE BOARD OF EDUCATION OF THE CITY OF ATLANTA**

**Randall Sellers,  
Director, Procurement Services**

**ATLANTA PUBLIC SCHOOLS  
WIRELESS NETWORK SERVICES  
ADDENDUM #2**

**Site Visit Information**

Location: Frederick Douglass High School  
225 Hamilton E. Holmes Drive  
Atlanta, GA 30318

Date: October 1, 2009

Time: 4:00 p.m. EST to 5:30 p.m. EST

Parking: You may park wherever there is a vacant space.

Sign In: Report to the main lobby of the school.

We will do a walking tour of the property so you can familiarize yourself with the site.

**Proposal Form**

**Section 4 – Pricing, revised**

6.18 The vendor's pricing shall be based on the parameters defined in this section. It shall reflect a complete end-to-end solution for the specifications contained herein, while requiring minimum additions, expansions, upgrades, etc., in order to fulfill the specifications of this RFP. Further, the solution offered shall include all software updates, all hardware updates, and all firmware updates for the period of the contract.

6.18.1 Vendor shall submit pricing for wireless network services at Frederick Douglass High School, 225 Hamilton E. Holmes Drive, Atlanta, GA 30318. APS will use this pricing to create a competitive range, from which the participants in the second phase of evaluations shall be selected.

6.18.2 Pricing for Frederick Douglass High School should be based on the following information:

- Pricing shall be for a single antenna solution for the site.
- Pricing shall be for complete coverage of the site.
- Every effort shall be made to keep the number of access points on the site to the minimum required for complete and effective coverage. Indicate on the proposal form the number of access points you are proposing for the hypothetical site.

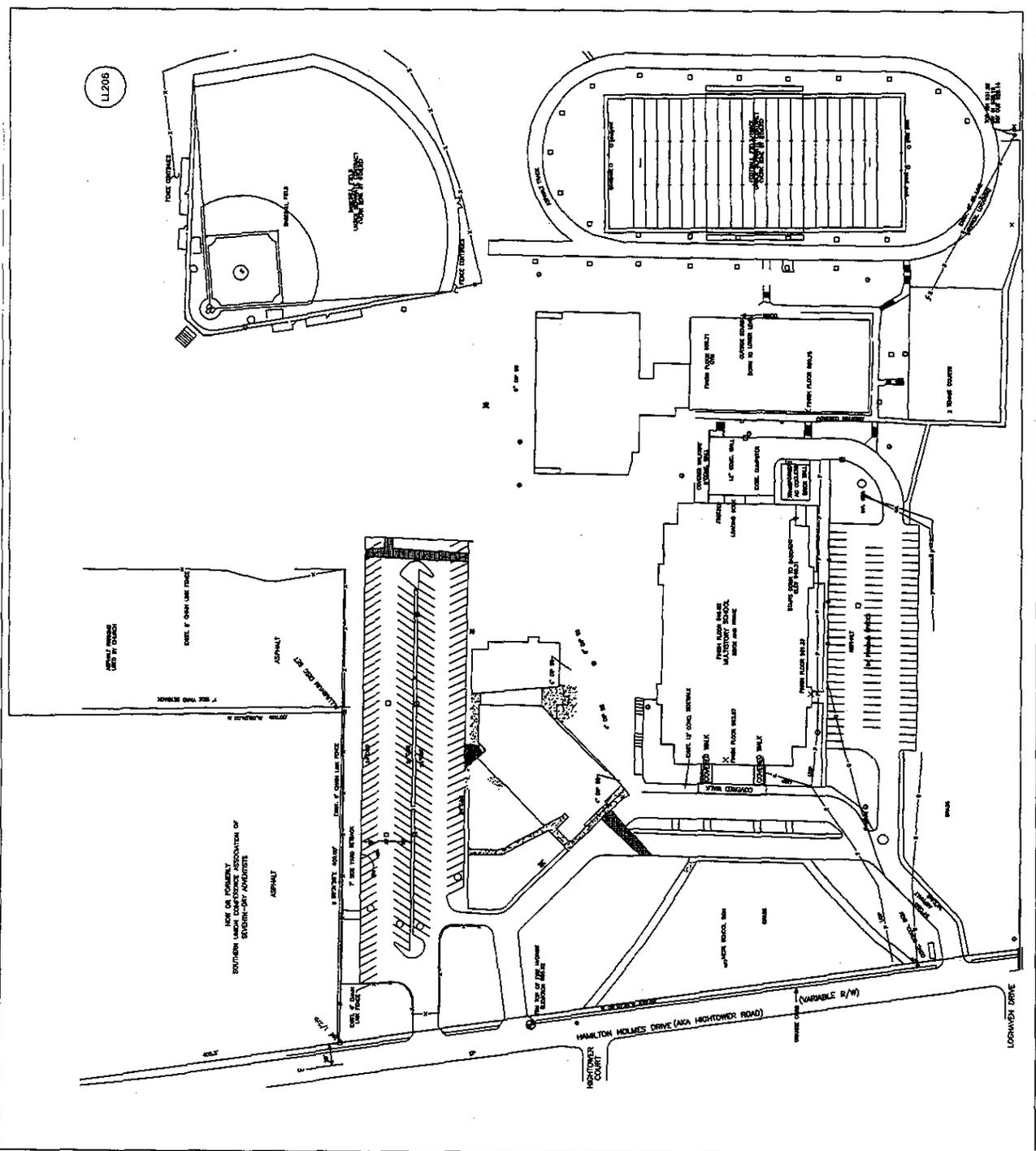
DATE	PROJECT	DESCRIPTION	DATE	PROJECT	DESCRIPTION

DOUGLASS HIGH SCHOOL  
 225 H. E. HOLMES DR.  
 ATLANTA, GA. 30318

P.L.C. No. \_\_\_\_\_  
 A.P.S. No. \_\_\_\_\_  
 SHEET 1 OF 7  
 PAGE



SITE PLAN

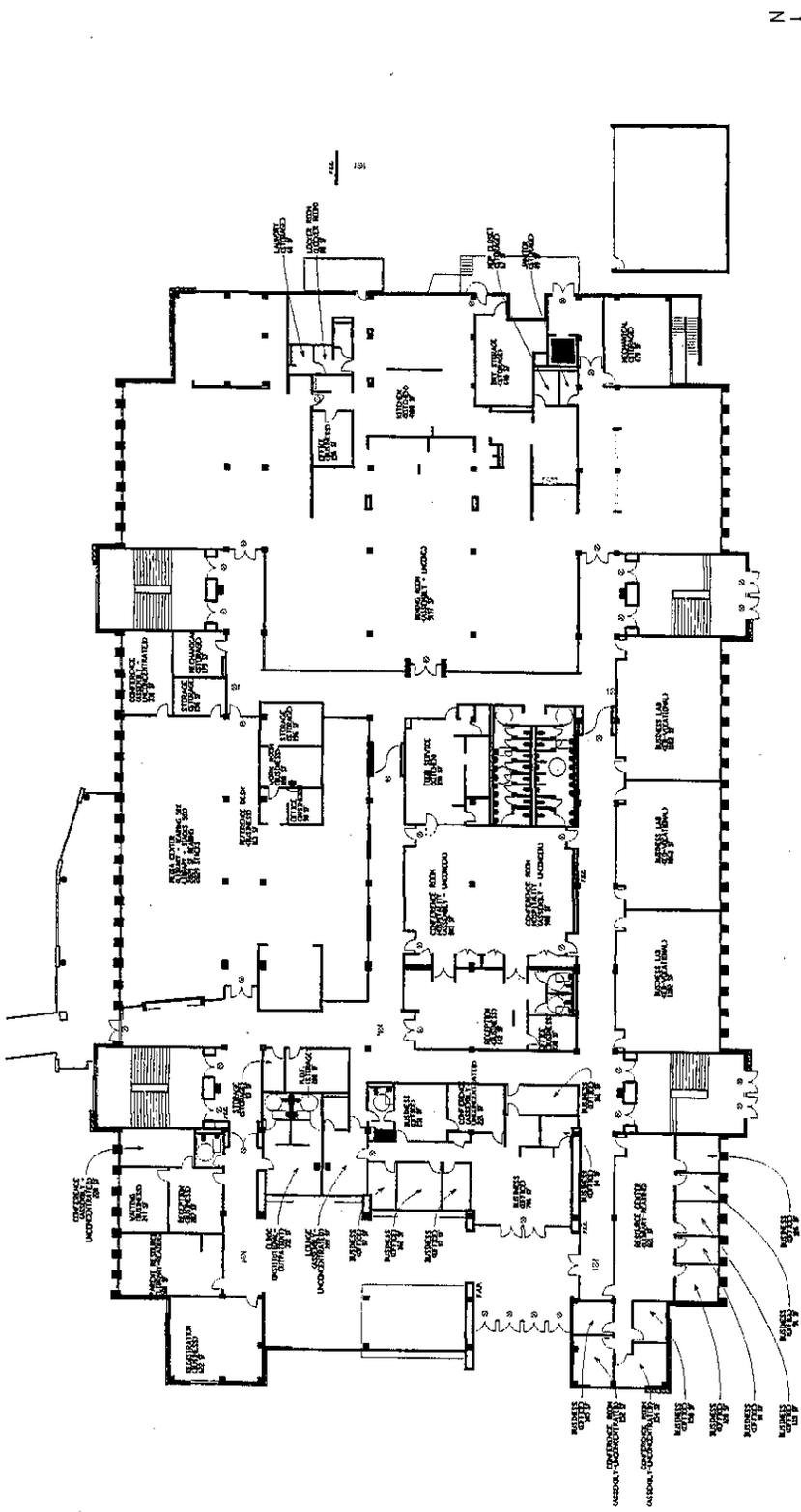


DATE	PROJECT	DESCRIPTION	DATE	PROJECT	DESCRIPTION

DOUGLASS HIGH SCHOOL  
 225 H. E. HOLMES DR.  
 ATLANTA, GA. 30318

P.O.C. NO.  
 A.P.O.S. NO.  
 SHEET

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FIRST FLOOR PLAN

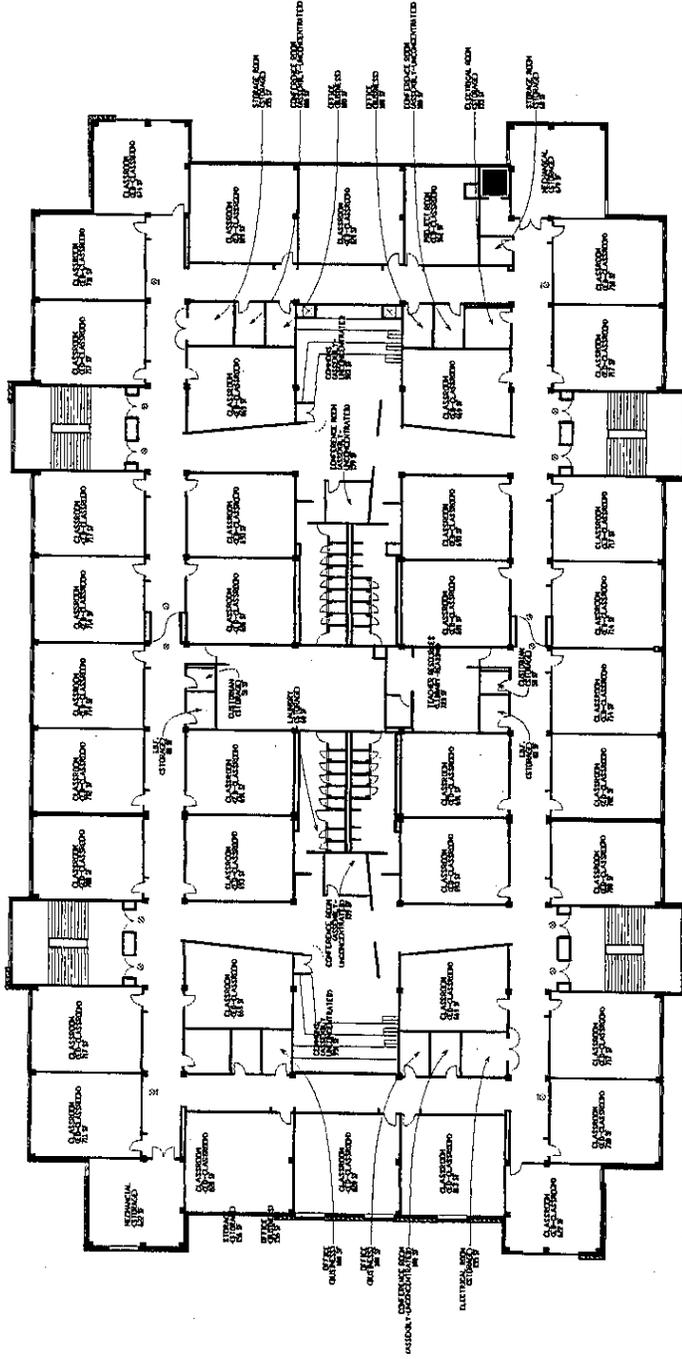
DATE	PROJECT	DESCRIPTION	DATE	PROJECT	DESCRIPTION

DOUGLASS HIGH SCHOOL  
 225 H. E. HOLMES DR.  
 ATLANTA, GA. 30318

P.A.C. No.  
 A.P.S. No.  
 SHEET

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SECOND FLOOR PLAN





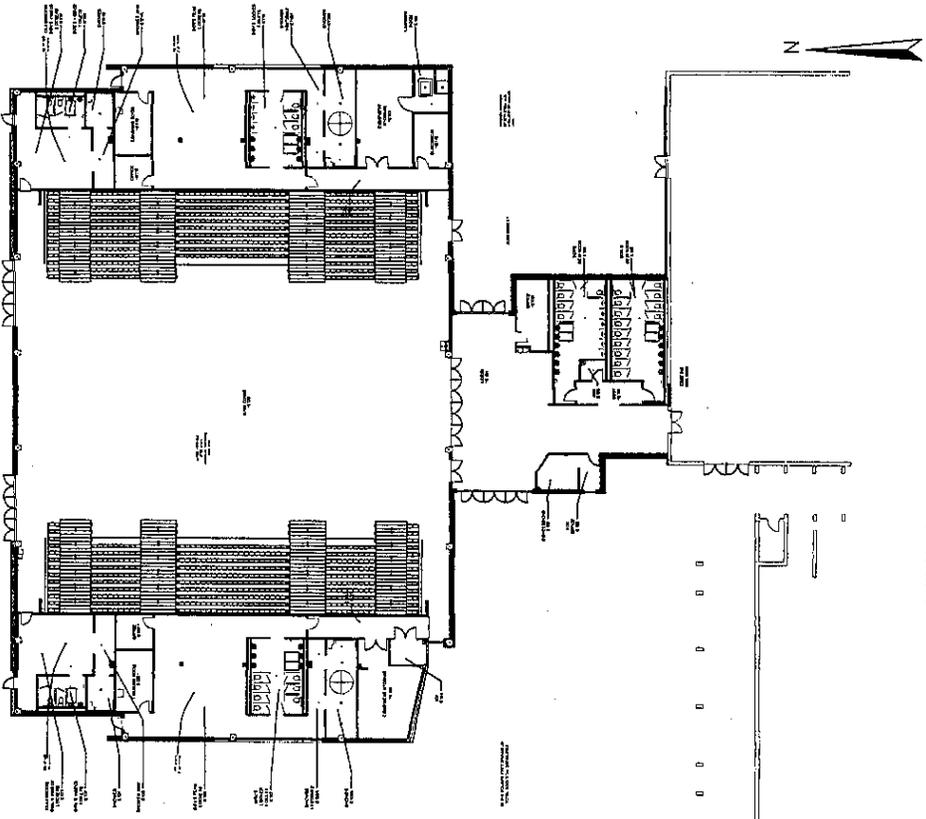


DATE	PROJECT	DESCRIPTION

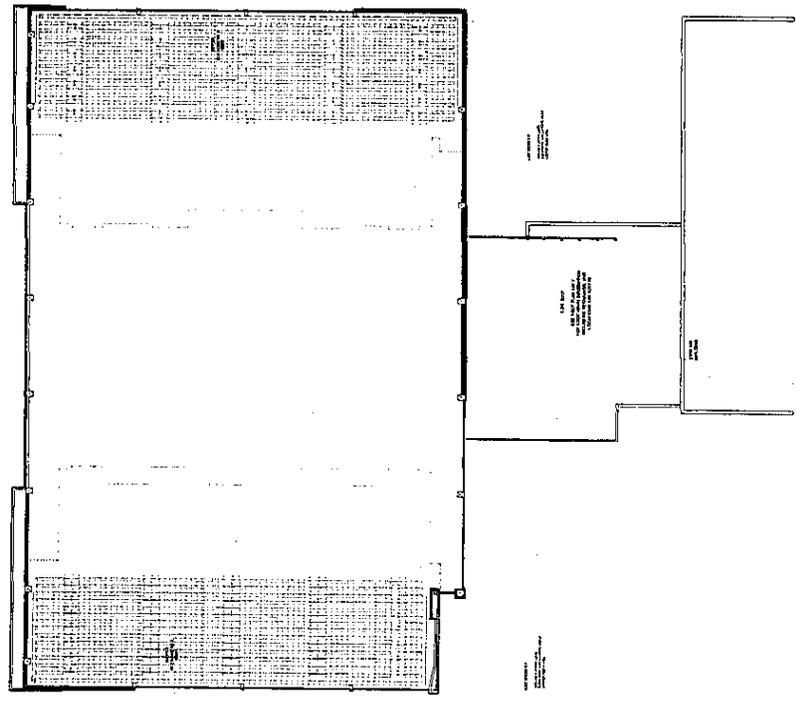
DOUGLASS HIGH SCHOOL  
 225 H. E. HOLMES DR.  
 ATLANTA, GA 30318

P.A.C. NO.  
 A.P.S. NO.  
 SHEET

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0TH (GROUND) FLOOR PLAN



0TH (UPPER) FLOOR PLAN

**ORIGINAL**

**AGREEMENT BETWEEN**

**ATLANTA INDEPENDENT SCHOOL SYSTEM**

**AND**

**PC SPECIALISTS, INC. d/b/a TECHNOLOGY  
INTERGRATION GROUP**

**FOR**

**WIRELESS NETWORK SERVICES**

**SOLICITATION NO.: 100109**

**STATE OF GEORGIA  
COUNTY OF FULTON**

This agreement ("Agreement") is made and entered into as of the 22<sup>nd</sup> day of December, 2009 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, **PC Specialists, Inc. d/b/a Technology Integration Group** a company organized and existing under the laws of the state of California with offices located at 6649 Peachtree Industrial Boulevard, Norcross, Georgia 30092 (hereinafter referred to as the "**Contractor**").

**WITNESSETH**

**WHEREAS, APS** sought proposals from vendors to provide wireless networking services in **Solicitation No. 100109**; 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 investigative services to APS; and

**WHEREAS,** at its December 7, 2009 legislative meeting, the Board of Education authorized this Agreement with Contractor, a copy of said authorization being attached hereto and made a part hereof by reference.

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

**ARTICLE I. DEFINITIONS**

**1.1 Contract Documents.**

The Contract Documents relative to this Agreement consist of:

- a. This APS-Contractor Agreement and all Exhibits below;
- b. Solicitation No. 100109 (Exhibit A);
- c. The Contractor's Response to the above numbered Solicitation (Exhibit B);
- d. Board Authorization Report No. 0910-1165 dated December 7, 2009 (Exhibit C); and
- e. The Official Award Letter dated December 16, 2009 (Exhibit D).

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

## **1.2 Inconsistency.**

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

- a. First, by giving preference to the specific provisions of this Agreement; any accepted amendments; any applicable Scope(s) of Services; and any applicable Payment and Payment Terms Schedule;
- b. Second, by giving preference to the specific provisions of the Solicitation;
- c. Third, by giving preference to the specific provisions of Contractor's Response, 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 wireless network services to the district.

**2.2** Contractor will provide the services in Section 3.0 of the Solicitation No. 100109 attached hereto and incorporated herein by reference in the manner specified in Contractor's response at the time specified in a directive or

Purchase Order issued by APS whereby any such directive or Purchase Order is incorporated into this Agreement by reference.

### **ARTICLE III. TERM**

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

#### **3.1 Commencement Term.**

The "Commencement Term" of this agreement shall begin on the 22nd day of December 2009, (the "Starting Date") and shall end absolutely and without further obligation on the part of the District on the 31<sup>st</sup> day of December 2009. 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 1<sup>st</sup> day of January of 2010 and shall end no later than the last day of that same calendar year. If the District chooses not to exercise an Optional Renewal Term as provided in this Section, then the Subsequent Term shall also be deemed the "Ending Term" with no further obligation on the party of either party.

#### **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 four (4) one-year "Optional Renewal Terms". All Optional Renewal Terms for this Agreement shall be exercised by the parties executing a written renewal letter which shall be incorporated herein by reference. All Optional Renewal Terms are subject to the Events of Termination as defined within this Section.

#### **3.4 Events of Termination.**

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

### **3.5 Same Terms.**

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

### **3.6 Statutory Compliance Regarding Purchase Contracts.**

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

## **ARTICLE IV. CONTRACTOR SERVICES AND RESPONSIBILITIES**

### **4.1 Performance.**

APS hereby engages Contractor for the purposes outlined in Section 3.0 of Solicitation No. 100109 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. 100109, the Request for Proposal, General Conditions, Special Conditions, all Other Contract Documents and special attachments and exhibits hereto. The Contractor is expected to make every effort to support the mission and duties of the Atlanta Public Schools.

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

immediate termination of this contract and termination of employment with the Atlanta Public Schools.

#### **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.

Once a person is assigned to perform services under this Agreement, Contractor will pay the wages of the person and will be responsible for withholding and remitting all income and social security taxes from their wages and for paying workers' compensation insurance premiums, state and federal unemployment insurance taxes and the employer's share of social security taxes on their behalf.

Contractor recognizes that personnel who are assigned to the premises may have access to certain information 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 payment schedule as set forth in the Contractor's Response, attached hereto and incorporated herein by reference.

### **5.2 Compensation and Payment.**

APS shall pay Contractor for the satisfactory performance of the work or satisfactory delivery of goods solicited, approved and accepted under this Agreement in accordance with the pricing set forth in Contractor's Response to the Solicitation and Contractor's Best and Final Offer attached hereto as Exhibit B and incorporated herein by reference. 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. 100109 that are satisfactorily provided and meet APS' required specifications.

Contractor further acknowledges and agrees that value of this contract shall in the initial contract year shall not exceed **\$2,500,000.00** and in each renewal year shall not exceed **\$2,000,000.00**. The Contractor, however, 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.

#### **5.2 (a) E-Rate**

It is anticipated that some or all of the Board's costs under this Agreement shall be eligible for the "E-Rate" discount under the Federal Communications Commission (FCC) Universal Service Provision (FCC 97-157). Accordingly, contingent upon the Board's receipt of a funding commitment from SLD/USAC, Contractor shall offer a discount a discounted invoice payment option in addition to the standard Net 30 payment option. Vendor will institute a two-tier billing system which will require that they recover up to ninety percent (90%) of the invoiced costs for E-Rate eligible services directly from the Schools

and Libraries Division of the Universal Service Administration Company in accordance with procedures established by the FCC and SLD/ USAC.

Contractor must participate in the E-rate Program and also has a responsibility to educate itself about the Program requirements and timelines. Contractor agrees to comply with FCC requirements applicable to the E-rate Program.

Contractor shall obtain and provide APS with a valid E-rate Service Provider Identification Number (SPIN)

### **5.3 Payments Withheld.**

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

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

### **5.4 Final Payment.**

The acceptance of final payment shall, after the date of completion of the Services required under this Agreement, constitute a release and a waiver of all claims by the Contractor for payment for Services relating to or arising out of, in any way, this Agreement (and any amendments thereto) against the Board of Education of the City of Atlanta, Atlanta Public Schools, Atlanta Independent School System, and their respective agents, representatives, administrators,

employees, officers, directors, attorneys, successors and assigns of and from any and all claims, actions or causes of actions, charges, damages, liabilities, responsibilities, demands, liens, judgments or suits of any kind or nature whatsoever, whether in law or equity, for damages of every kind, character or description, as well as all costs, expenses, including attorney fees and cost of litigation, compensation, consequential damages, or any other claim which Contractor has, may have, or claims to have in the future, whether known or unknown, relating to or arising out of in any way this Agreement (and any amendments thereto) between APS and Contractor.

#### **5.5 Accounting Records.**

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

#### **5.6 Risk of Loss for Delivery of Goods**

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

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

#### **5.7 Rejection or Revocation of Acceptance of the Goods**

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

### **ARTICLE VI. CONFIDENTIALITY**

#### **6.1 Definition**

Confidential information is defined as follows:

- a. Any information about the Atlanta Independent School

System or its business that is:

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

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

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

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

## **6.2 Contractor's Obligation Regarding Confidential Information**

During and after the term of this Agreement, Contractor shall take all commercially reasonable measures necessary to keep the Confidential Information confidential, including, without limitation, all measures it takes to protect its confidential information of a similar nature. Without limiting the effect of the preceding sentence, Contractor will take commercially reasonable actions, legal or otherwise, necessary to cause its Representatives to comply

with the provisions of this Agreement and to prevent any disclosure of the Confidential Information by any of them.

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

### **6.3 Breach of Confidentiality**

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

### **6.4 Georgia Public Records.**

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

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

Contractor shall comply with all provisions of the Georgia Open Records Act ("ORA") (O.C.G.A. Section 50-18-70, *et. seq.*) and make records pertaining to the performance of services or functions under this contract available for public inspection upon request, unless otherwise exempt under other provisions of the ORA.

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

## **ARTICLE VII. TERMINATION**

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

- a. In the event Contractor fails to fulfill its contract obligations, APS shall give written notice to the Contractor of the Contractor's

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

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

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

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

permits, then APS may, without prejudice to any right or remedy, terminate this agreement by giving forty-eight hour (48) notice.

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

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

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

## **ARTICLE VIII. INSURANCE**

### **8.1 General Insurance Requirements.**

The following general insurance requirements apply to any and all work under this contract by all Contractors and Subcontractors of any tier:

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

b. APS shall be covered as an Additional Insured under any and all insurance required by this contract. Confirmation of this shall

appear on all Certificates of Insurance and on any and all applicable policies.

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

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

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

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

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

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

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

<u>Workers' Compensation</u>	Statutory
<u>Employer's Liability</u>	
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 require under this contract.

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

**9.1** Contractor warrants that all persons assigned to perform the Services under this Agreement are either lawful employees of Contractor or lawful employees of a Subcontractor authorized by APS. All of Contractor's or any subcontractor's personnel shall comply with the confidentiality requirements of

the Agreement and the security requirements of APS while on school property or at a school related function. In the event that any of Contractor's or subcontractor's personnel do not comply with such confidentiality and security requirements, APS may have the personnel removed from the premises.

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

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

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

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

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

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

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

**11.1** Contractor and all Subcontractors, if any, shall not manufacture, sell, distribute, dispense, possess or use controlled substances or marijuana, as

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

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

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

**ARTICLE XII. Sales Tax.**

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

**ARTICLE XIII. No Warranty Disclaimer**

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

**ARTICLE XIV. GENERAL TERMS AND CONDITIONS**

**14.1 Assignment and Modification.**

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

**14.2 Subcontractors.**

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

### **14.3 Third Party Beneficiaries.**

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

### **14.4 Ownership.**

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

### **14.5 Indemnification.**

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

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

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

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

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

### **14.6 Disputes.**

In the event of any controversy, claim, dispute or other matter in question arising out of or relating to this Agreement or the breach thereof or otherwise

with the Agreement which has not been resolved or waived pursuant to other conditions of this Agreement (hereinafter referred to as the "dispute"), the Contractor, prior to pursuing any legal action, shall appeal the dispute to the Director of Purchasing via APS' Purchasing Dispute Resolution Provisions.

#### **14.7 No Waiver of Legal Rights.**

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

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

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

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

#### **14.8 Obligation to Perform.**

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

#### **14.9 Rights and Remedies.**

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

#### **14.10 Organization, Licenses, and Regulations.**

The Contractor must be organized under the laws of the State of Georgia, or otherwise registered to do business in the State of Georgia. 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: Jim Hindy  
Technology Integration Group  
6649 Peachtree Industrial Boulevard  
Norcross, Georgia 30092

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<sup>th</sup> Floor  
Atlanta, GA 30303

Santhia Curtis, Deputy General Counsel  
Atlanta Independent School System  
130 Trinity Avenue, SW, 8<sup>th</sup> Floor  
Atlanta, GA 30303

**14.12 Publicity.**

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

**14.13 Extent of Agreement.**

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

**14.14 Venue & Governing Law.**

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

**14.15 Force Majeure.**

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

**14.16 Severability.**

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

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

**14.17 Multiple Counterparts.**

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

**14.18 Section Headings.**

The section heading of this Agreement are for the convenience of the parties only and in now way alter, modify, amend, limit, or restrict the contractual obligations of the parties.

**14.19 Number and Gender.**

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

**14.20 Rights and Remedies Cumulative.**

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

**14.21 Time Is Of The Essence.**

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

**14.22 Relationship Among Parties.**

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

except as may from time to time be provided by written instrument signed by both parties.

**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.

**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**

**PC Specialists, Inc., d/b/a  
Technology Integration Group**

By: Beverly L. Hall  
**Superintendent**

By: [Signature]

**Its: Chief Financial Officer**

Date: 12/22/09

Date: 12/22/09

*Approved as to legal form:  
[Signature] 12/22/09*

## Agenda Item

### 3.08 REPORT NO. 09/10-1165 - AUTHORIZATION TO ENTER INTO AND EXECUTE A CONTRACT TO PROVIDE WIRELESS NETWORK SERVICES

Meeting: 12/07/2009 COMMITTEE OF THE WHOLE MEETING  
Category: 3. Consent - Finance  
Agenda Type: Action (Consent)  
Fiscal Impact: Yes  
Dollar \$0.00  
Amount:

Preferred Date:  
Absolute Date:  
Budgeted:

Budget Source: Funds are available in general fund account number 10-259-430 and capital projects fund account number 35-149-734.

#### Agenda Item Content

#### THE SUPERINTENDENT REPORTS:

The Atlanta Public Schools purchasing department solicited vendors to provide wireless network services to the school district. Seven (7) proposals were received and evaluated (list of bidders attached).



Wireless Network Services 12 14 09.pdf

**RECOMMENDATION:** That the superintendent be authorized to enter into and execute a contract with Technology Integration Group, Inc. to provide wireless network services to the school district. This contract shall be for one (1) year with four (4) one-year available options to be exercised at the discretion of the superintendent. This contract is conditional upon the firm's ability to comply with requirements set forth in the solicitation document.

**REASON:** To provide wireless network services to the school district.

**FINANCIAL IMPLICATIONS:** The estimated annual cost of this contract is \$2,500,000, each subsequent year is \$2,000,000.

**FUNDING SOURCE:** Funds are available in general fund account number 10-259-430 and capital projects fund account number 35-149-734.

**Action Agenda Details**  
**Recommended Action:**

**SOLICITATION NO. 100109-Wireless  
Wireless Network Services**

Recommended Vendor:	Technology Integration Group
Other Respondents:	AT & T Corp Athena Wireless Communications, Inc. Hayes Security Services, Inc. International Business Machines Corp. MCS of Tampa, Inc. Smartwave Technologies, LLC
Total Number of Respondents:	Seven (7)

This is to certify that this is a true and correct copy of the tabulation of bids received and evaluated.
<b>The Board of Education of the City of Atlanta</b>
Randall Sellers
Director, Procurement Services



Purchasing and Supply Services

**Randall Sellers**

Director of Procurement Services

Phone: 404-802-1568

Fax: 404-802-1506

December 16, 2009

Technology Integration Group  
Mr. Jim Hindy  
6649 Peachtree Industrial Blvd. Suite A  
Norcross, Ga. 30092

Re: Solicitation Number- 100109-Wireless Solicitation Name- Wireless Network Services

Dear Mr. Hindy:

This letter serves as official notification of the Atlanta Public Schools' intent to enter into contract negotiations with your company to provide the service requested in Solicitation no. 100109-Wireless. Please do not start any work on this project until we have negotiated and executed a contract or purchase order.

In compliance with APS requirements, you may now proceed in acquiring and providing within three (3) business days, insurance requirements as **outlined in the Proposal Conditions**. Please include the following requirements immediately:

1. Copies of Worker's Compensation Insurance
2. Commercial General Liability Insurance to protect the Atlanta Public Schools, the Contractor and each Sub-Contractor
3. Automobile Insurance Coverage
4. Certificate of Insurance shall indicate Atlanta Public Schools as Additional insured

Please forward the requested documents to:

Mark Hawks  
Atlanta Public Schools  
Procurement Services Department  
130 Trinity Avenue, S.W.  
Atlanta, Georgia 30303-3624

We look forward to successfully working with you and thank you for your willingness to provide quality goods and services to the students of Atlanta Public Schools.

Sincerely,

Randall Sellers, Director of Procurement Services

Cc: Owners Representative



# CERTIFICATE OF LIABILITY INSURANCE

OP ID HR  
TECHN-1

DATE (MM/DD/YYYY)

10/27/09

<b>PRODUCER</b> Marrs Maddocks & Associates Insurance Svcs, Inc. #0818269 1903 Wright Place, Suite #280 Carlsbad CA 92008 Phone: 760-804-0402 Fax: 760-804-0942		<b>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.</b>	
<b>INSURED</b> P.C. Specialists, Inc. dba: Technology Integration Group Entre, BTG, a TIG Company Attn: Tom Janacek 7810 Trade Street San Diego CA 92121		<b>INSURERS AFFORDING COVERAGE</b>	<b>NAIC #</b>
		INSURER A: OneBeacon America Insurance	20621
		INSURER B: AIG Hawaii Insurance Co., Inc.	28487
		INSURER C:	
		INSURER D:	
		INSURER E:	

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

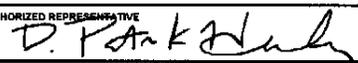
INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A		<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	711008985-0003	10/31/09	10/31/10	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A		<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS	711008985-0003	10/31/09	10/31/10	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$
B		<input checked="" type="checkbox"/> SCHEDULED AUTOS	NBA3054735-3 (HAWAII ORG.)	10/31/09	10/31/10	BODILY INJURY (Per person) \$
A		<input checked="" type="checkbox"/> HIRED AUTOS	711008985-3AMB3054735-03	10/31/09	10/31/10	BODILY INJURY (Per accident) \$
A		<input checked="" type="checkbox"/> NON-OWNED AUTOS	711008985-3AMB3054735-03	10/31/09	10/31/10	PROPERTY DAMAGE (Per accident) \$
A		<input checked="" type="checkbox"/> <b>Comp Ded: \$1,000</b> <input checked="" type="checkbox"/> <b>Coll Ded: \$1,000</b>	711008985-3AMB3054735-03	10/31/09	10/31/10	
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
A		<b>EXCESS / UMBRELLA LIABILITY</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ Nil	711008985-0003	10/31/09	10/31/10	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
A		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	406019491-0002	10/31/09	10/31/10	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A		<b>OTHER</b> <input checked="" type="checkbox"/> Property away from Premises	711008985-0003	10/31/09	10/31/10	Limit: \$200,000 Ded: \$1,000

### DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

With respects to operations of the insured performed on their behalf.  
 \*15 days notice of cancellation in the event of non-payment of premium.

## CERTIFICATE HOLDER

## CANCELLATION

<b>EVIDENCE</b>  Evidence of Coverages in Place	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <b>*60</b> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
	AUTHORIZED REPRESENTATIVE 

ACORD 25 (2009/01)

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# CERTIFICATE OF LIABILITY INSURANCE

OP ID HR  
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DATE (MM/DD/YYYY)

10/27/09

<b>PRODUCER</b> Marrs Maddocks & Associates Insurance Svcs, Inc. #0818269 1903 Wright Place, Suite #280 Carlsbad CA 92008 Phone: 760-804-0402 Fax: 760-804-0942		<b>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.</b>	
<b>INSURED</b> P.C. Specialists, Inc. dba: Technology Integration Group Attn: Tom Janecek 7810 Trade Street San Diego CA 92121		<b>INSURERS AFFORDING COVERAGE</b> INSURER A: <b>Hudson Specialty Insurance</b> INSURER B: INSURER C: INSURER D: INSURER E:	<b>NAIC #</b>

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
		<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$	
		<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$	
		<b>EXCESS / UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$	
		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$	
A		<b>Professional Liab. Claims Made</b>	EMH311160	10/31/09	10/31/10	Per Claim \$5,000,000 Aggregate \$5,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
 \*10 Days Notice for Non-Payment of Premium.

## CERTIFICATE HOLDER

BLANK\*\*

Evidence of Professional Liability coverage in place

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION

DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL

\*30 DAYS WRITTEN

NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL

IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR

REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

*D. Frank Huly*