



1701 MOUNTAIN INDUSTRIAL BOULEVARD, STONE MOUNTAIN, GEORGIA 30083
<http://www.dekalbschoolsga.org/solicitations/>

REQUEST FOR QUALIFICATIONS (RFQ) 19-01
District Wide Legal Services

PROPOSAL SUBMISSION DEADLINE - 2:00 PM, August 21, 2018
PUBLIC PROPOSAL ACKNOWLEDGEMENT - 2:00 PM, August 22, 2018

PROPOSAL RESPONSES MUST BE RECEIVED IN THE **CENTRAL PURCHASING OFFICE:**

DeKalb County School District
Purchasing/Finance Department
1701 Mountain Industrial Boulevard
Stone Mountain, Georgia 30083

PROPOSALS RECEIVED **AFTER DEADLINE** SHALL BE CONSIDERED NON-RESPONSIVE AND REJECTED.

PROPOSALS TO BE ACKNOWLEDGED PUBLICLY AT THE FOLLOWING TIME/LOCATION:

2:00 PM, Wednesday, August 22, 2018
DeKalb County School District
Finance Conference Room
1701 Mountain Industrial Blvd
Stone Mountain, Georgia 30083

RFQ Contact Persons are Carla L. Smith at 678.676.0120 or Phyllis Jones at 678.676.0285
or email Purchasing at solicitationquestions@dekalbschoolsga.org.

THE PERSON SIGNING THIS RFQ MUST BE LEGALLY AUTHORIZED TO BIND THE COMPANY.

COMPANY NAME Swift, Currie, McGhee and Hiers, LLP
ADDRESS 1355 Peachtree Street, NE, Suite 300
Atlanta, GA, 30309
404-874-8800
AREA CODE, TELEPHONE NO., AND EXTENSION
404-888-6199
OFFEROR FAX NUMBER
OFFEROR E-MAIL ADDRESS terry.brantley@swiftcurrie.com

Terry O. Brantley
PRINT CERTIFYING/ENGAGING COMPANY OFFICIAL'S NAME

SIGNATURE OF CERTIFYING/ENGAGING COMPANY OFFICIAL
Managing Partner
TITLE OF CERTIFYING/ENGAGING COMPANY OFFICIAL
58 - 0955936
FEDERAL I.D. NUMBER
DATE 08/20/18
OFFEROR WEB ADDRESS www.swiftcurrie.com

Time is of the essence.

Approval by the DeKalb County Board of Education

Official approval by the DeKalb County Board of Education is required for this procurement. No contract shall be construed to be formed without the advance official approval of the DeKalb County Board of Education. **The successful offeror will be notified after DeKalb County Board of Education approval.**

Funding Provisions

No award or contract will be made if funding is not approved by the DeKalb County Board of Education.

Compliance With Requirements

Offeror must indicate below whether or not their proposal is in complete compliance with the stated requirements. If there are any deviations from these requirements, offeror must indicate in writing what the exact deviations are and what actual services will be provided. Attach and label additional sheets if necessary.

Proposal is in complete compliance with proposal requirements.

Proposal deviates from stated requirements as follows:

Fiscal Year Funding Implications

The fiscal year for the DeKalb County School District ("DCSD") begins July 1 and ends June 30.

Rights Reserved

DCSD reserves the right to accept or reject any and/or all parts of any responsive qualifications submission received, to accept the entire qualifications submission received from a single respondent, to accept portions of qualifications submissions from multiple respondents and/or to reject all qualifications submissions received. DCSD reserves the right to waive any technicalities or minor irregularities related to the qualifications responses received. The decision of DCSD shall be final.

DCSD reserves the right to request and negotiate a "best and final" response from offerors.

Taxes

Purchases made by DCSD are not subject to federal, state, or local sales tax. A Sales Tax Exemption Certificate will be furnished upon request.

F.O.B. Delivery

All prices are to be F.O.B. delivery to various DCSD locations.

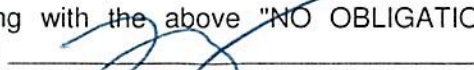
No Obligation/No Order(s) Guaranteed/Cost to Propose

This document is a request for qualifications with no obligation for acquisition on the part of DCSD as a result of any qualifications submission received. The acquisition of any program, product, service or element is subject to the approval and funding of the DeKalb County Board of Education and no obligation or commitment is incurred by the DeKalb County Board of Education from the receipt of any qualifications submissions. There is no guarantee of any respondent receiving an order as a result of this request for qualifications. Any/all costs incurred, including but not limited to sample submission (if required) by the respondent in preparation and



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submission of this request for qualifications are the sole responsibility of the respondent. Expenses incurred by the respondent will not be reimbursed by DCSD or become a reason for placing an order with the respondent.

Respondent must sign below acknowledging and agreeing with the above "NO OBLIGATION/ORDER(S) GUARANTEED/COST TO PROPOSE" statement. Signature: 

Conditional Proposals

Qualifications submittals that are conditional and/or in any way qualify or vary the terms of these instructions, conditions, and scope may be considered non-responsive and disqualified.

Offeror Failure

In the event services to be furnished by the successful offeror should for any reason fail to conform to the scope of work contained herein, DCSD reserves the right to reject the services and further reserves the right to terminate the contract.

Failure of the successful offeror to perform contracted services may also result in the removal of that offeror from doing business with DCSD for a period of not less than one year.

Georgia Open Records Act

All proposals submitted in response to DCSD solicitations may be subject to the Georgia Open Records Act, which permits any member of the public to inspect and/or copy documents prepared and maintained or received in the course of the operation of the public office or agency.

No Assignment of Award

The successful offeror may not assign the award or contract to or subcontract with another party without the express written permission of DCSD.

The Laws of the State of Georgia

This RFQ and qualifications submissions are subject to the laws of the State of Georgia.

Additional Terms

In the event an award is made to an offeror, the resulting contract shall not depart from this document unless agreed to in writing by DCSD and the successful offeror. DCSD shall not be bound by additional terms and conditions and/or extraneous language added to this document by offerors.

ALL SOLICITATIONS ISSUED BY DCSD ARE ADVERTISED IN THE LEGAL SECTION OF THE CHAMPION NEWSPAPER, (404) 373-7779, POSTED ON THE DCSD WEBSITE, AND POSTED IN THE TEAM GEORGIA MARKETPLACE'S GEORGIA PROCUREMENT REGISTRY. Offerors are solely responsible to review and make themselves aware of DCSD solicitations posted on the following website:

<http://www.dekalbschoolsga.org/solicitations/>


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Statement of Qualification responses will be received in the Purchasing Office between the hours of 8:30 AM and 4:30 PM only, Monday through Friday, excluding DCSD holidays, furlough days, and inclement weather closings.

DCSD is not responsible for misdirected mail, mail not received, and/or mail delivered late by designated carriers.

PROPOSALS RECEIVED IN THE PURCHASING OFFICE AFTER THE STATED DEADLINE DATE AND TIME SHALL BE CONSIDERED NON-RESPONSIVE AND REJECTED.

PROPOSALS DELIVERED TO ANY SCHOOL OR LOCATION OTHER THAN THE DCSD PURCHASING DEPARTMENT SHALL BE CONSIDERED NON-RESPONSIVE AND REJECTED.

PROPOSALS THAT ARE DELIVERED BY EXPRESS CARRIER (e.g., FEDEX, UPS) AND RECEIVED IN THE DCSD MAILROOM WITH VERIFYING SIGNATURE BEFORE THE SCHEDULED PROPOSAL DEADLINE SHALL BE CONSIDERED RESPONSIVE AND ENTERED INTO THE PROPOSAL TABULATION.

LABELS WITH THE PROPER IDENTIFICATION INFORMATION ARE PROVIDED IN YOUR REQUEST FOR QUALIFICATION PACKAGE FOR YOUR CONVENIENCE AND USE. YOU MAY ALSO DOWNLOAD LABELS FROM THE DCSD WEBSITE BY CHOOSING ATTACHMENT 1 AT:

<http://www.dekalbschoolsga.org/solicitations/>

SEALED PROPOSAL RESPONSES MUST BE CORRECTLY ADDRESSED AS SHOWN ON THE REQUEST FOR QUALIFICATION COVER SHEET.

BOXES OR EXPRESS CARRIER PACKAGES CONTAINING SEALED PROPOSALS MUST BE CORRECTLY ADDRESSED AS WELL.

RESPONSES RECEIVED BY FACSIMILE OR EMAIL WILL NOT BE ACCEPTED.



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NOTICE TO OFFERORS

FOR SECURITY REASONS, ALL OFFERORS ATTENDING THE PUBLIC PROPOSAL ACKNOWLEDGEMENT MUST REGISTER AT THE FIRST FLOOR FRONT DESK AT 1701 MOUNTAIN INDUSTRIAL BOULEVARD, STONE MOUNTAIN, GEORGIA 30083, BEFORE ATTENDING THE PROPOSAL ACKNOWLEDGEMENT.

ALL OFFERORS SUBMITTING SEALED PROPOSALS IN PERSON TO THE PURCHASING DEPARTMENT MUST HAVE THEIR SEALED PROPOSALS STAMPED WITH THE DATE AND TIME BY A PURCHASING DEPARTMENT REPRESENTATIVE AND MUST LEAVE THEIR SEALED PROPOSALS IN THE CARE OF A PURCHASING DEPARTMENT REPRESENTATIVE. PURCHASING DEPARTMENT REPRESENTATIVES WILL ISSUE RECEIPTS FOR SEALED PROPOSALS IF REQUESTED.

SEALED PROPOSALS LEFT RANDOMLY AT THE BUILDING, THE DIVISION OF FINANCE OR THE PURCHASING DEPARTMENT WITHOUT BEING DATE AND TIME STAMPED OR WITHOUT ENSURING A PURCHASING DEPARTMENT REPRESENTATIVE TAKES POSSESSION OF SAME SHALL BE CONSIDERED NON-RESPONSIVE AND REJECTED.

ANY CLAIM BY PROPOSING ENTITY OF ERROR IN THEIR PROPOSAL MUST BE MADE BEFORE PROPOSALS ARE OPENED, OR THE CLAIM SHALL BE DEEMED WAIVED. ANY PROPOSING ENTITY MAY WITHDRAW THEIR PROPOSAL AT ANY TIME BEFORE THE TIME AT WHICH PROPOSALS ARE DUE AND THE REQUEST FOR PROPOSALS IS CLOSED AND, HAVING DONE SO, NO PROPOSING ENTITY WILL BE PERMITTED TO RESUBMIT A PROPOSAL.



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<http://www.dekalbschoolsqa.org/solicitations/>

REQUEST FOR QUALIFICATIONS (RFQ)

RFQ 19-01

DISTRICT WIDE LEGAL SERVICES

THE SCHOOL CANNOT LIVE APART FROM THE COMMUNITY



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TABLE OF CONTENTS

DCSD Solicitation Boilerplate..... 1-5
 RFQ Cover Page.....6
 Table of Contents..... 7-8
 Attachments..... 32-43

PART I – BACKGROUND AND INFORMATION

A. Objectives 9
 B. General Information.....9
 C. Procurement Process 9
 D. Addenda 10
 E. Proposal Deadlines..... 10
 F. Schedule of Events 10
 G. Format and Submission of Proposals 10
 H. RFQ Contact Person 12
 I. Prohibited Contacts 12
 J. Questions and Answers 13

PART II – GENERAL REQUIREMENTS

A. Offeror Performance 14
 B. News Release 14
 C. Non-Discrimination 14
 D. Drug Free Workplace 14
 E. Smoke Free Workplace 14
 F. Costs Incurred 14
 G. Insurance..... 15
 H. Indemnification 17
 I. Illegal Immigration Reform and Enforcement Act of 2011..... 18
 J. Interviews 18
 K. Contract Terms..... 18
 L. Permits and Applicable Laws 19
 M. Infringement 19
 N. Ownership Rights 19
 O. Non-Collusion..... 19
 P. Conflict of Interest..... 19
 Q. Financial Stability.....20
 R. No Obligation/No Contract Guaranteed.....20
 S. Confidentiality and Non-Disclosure..... 20
 T. Business License.....21
 U. Organizational Qualification.....21



 LAW FIRM AUTHORIZED SIGNATURE

TABLE OF CONTENTS (CONT'D)

PART III – SCOPE OF WORK

A. Option 1 - Project Overview.....22

B. Option 1 - Scope of Work.....22-25

C. Option 2 - Project Overview..... 26

D. Option 2 - Scope of Work.....26-29

E. Brochures, Catalogs, Manuals, Websites, Literature.....29

F. Transition Plan30

G. Required Content/Document Checklist.....31

ATTACHMENTS

Attachment A – Fee Schedule32

Attachment B – Critical Paragraphs 33

Attachment C – Offeror’s Client Reference Form.....34

Attachment D – Statement of Confidentiality.....35

Attachment E – Suspension and Debarment.....36

Attachment F – Illegal Immigration Reform and Enforcement Act of 2011
Certification.....37-42

Attachment G - Signature Page.....43

Final Page.....44



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PART I

BACKGROUND AND INFORMATION

A. OBJECTIVES

The DeKalb County School District (DCSD) is seeking qualified and experienced offerors of legal services to provide qualifications for District Wide Legal Services. DCSD requests responses from competent and fully capable firms with documented successful experience in various disciplines as described herein with large scale educational institutions and organizations, in accordance with the requirements of this RFQ.

B. GENERAL INFORMATION

DCSD is a metropolitan Atlanta public school system organized and existing under the Constitution and laws of the State of Georgia. DCSD is located in the fourth largest county in Georgia. DeKalb County is one of the most culturally diverse counties in the nation. DCSD has a student enrollment of approximately 101,000 students in pre-kindergarten through grade 12. With 139 schools and centers, DCSD educates the third largest pre-kindergarten through grade 12 student population in the State of Georgia. DCSD is the second largest employer in DeKalb County with over 15,500 full and part time employees.

DCSD is dedicated to giving every student the best possible education through an intensive core curriculum and specialized, challenging instructional and career programs. DCSD is striving to become the premier K-12 school system of choice and desires to significantly improve leadership, teaching, and student learning to fulfill its mission as an organization for public education.

DCSD includes approximately:

- 76 Elementary Schools
- 19 Middle Schools
- 22 High Schools
- 9 Start-up Charter Schools
- 2 Conversion Charter Schools
- 13 Specialized Learning Centers
- 6 Administrative Centers; and
- 5 Athletic Stadiums

Currently, DCSD has 113 Title I Schools (110 Schoolwide and 3 Targeted Assisted). DCSD's wide-area network connects instruction and administration sites to deliver technology and learning tools to every child. The main administrative offices are located at 1701 Mountain Industrial Boulevard, Stone Mountain, Georgia 30083. DCSD is governed by a seven-member Board of Education.

C. PROCUREMENT PROCESS

The procurement will be on a formally advertised basis. Proposals must be responsive and responsible to all aspects of this RFQ.



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D. ADDENDA

It is the responsibility of offerors to frequently check for any addenda, questions, and answers posted on the Purchasing Bulletin Board on the DCSD website. Failure on the part of offerors to make themselves aware of and comply with addenda requirements will not relieve them of this obligation. All posted addenda must be printed, signed by the offeror, and included in the offeror's RFQ submission. Click on the following link to the Purchasing Bulletin Board:

<http://www.dekalbschoolsqa.org/solicitations/>

E. PROPOSAL DEADLINES

Proposals in response to this RFQ must be received by the DCSD Purchasing Department at 1701 Mountain Industrial Boulevard, Stone Mountain, Georgia 30083, no later than **2:00 pm, Tuesday, August 21, 2018**. Proposals received after the stated deadline will not be considered.

Proposals will be acknowledged publicly on Wednesday, August 22, 2018 at 2:00 pm.

F. SCHEDULE OF EVENTS**DATE**

1 st Consecutive Ad in Legal Organ	Thursday, July 26, 2018
2 nd Consecutive Ad in Legal Organ	Thursday, August 2, 2018
Deadline for Offerors to Submit Questions	Wednesday, August 8, 2018, Noon
Posted Responses to Questions	Monday, August 13, 2018, 4:30 PM
RFQ Submission Deadline	Tuesday, August 21, 2018, 2:00 PM
RFQ Public Acknowledgment	Wednesday, August 22, 2018, 2:00 PM

Responses to questions will not be posted on official DCSD holidays or furlough days.

G. FORMAT AND SUBMISSION OF QUALIFICATION STATEMENTS

The format requirements for RFQ responses are designed to ensure uniformity in the responses, provide the information necessary to understand each offeror's proposal, and facilitate an efficient and comprehensive evaluation of all responses. Proposals must comply with the specifications and detailed instructions stated in this RFQ document, be signed by the certifying company official, and be presented to the DCSD Purchasing Department according to the detailed instructions stated in this document.

- Proposals must be presented in a three-ring binder with tabs separating the required sections. All attachments must be identified properly for easy recognition and association.

Each page of the response must be numbered, and the offeror's company name must appear in the lower right-hand corner of each page.

- Each proposal must contain a detailed Table of Contents and must be organized in the same order as the requirements are outlined in this RFQ document. Each separate bullet point must be addressed individually. A response that does not adhere to a "point-by-point" format may be disqualified.



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- Responses shall be organized simply and economically. Emphasis must be placed on completeness and clarity. Proposals that do not include all required information may be disqualified.
- RFQ responses must be submitted in a sealed container plainly addressed as shown below. Containers not properly labeled as shown below will not be opened or considered.
 - RFQ responses must be organized in the following order:
 - Table of Contents,
 - Cover letter of no more than two pages,
 - Written summary of your firm's qualifications (no more than 10 pages),
 - All attachments that are required to be completed and attached,
 - Any additional attachments needed to clarify your ability to complete the Scope of Work for the areas of service you propose to provide, and
 - All other attachments required in this RFQ.

SEE REQUIRED CONTENT / DOCUMENT CHECK LIST – PAGE 31.

Proposals must be sealed and clearly labeled and addressed as shown below:

SEALED PROPOSAL IDENTIFICATION LABEL:

This information must appear in the lower LEFT corner of your sealed proposal container (whether envelope, box, express carrier package, etc.)

<p>(SEALED PROPOSAL RESPONSE) RFQ Number: RFQ 19-01 RFQ Name: District Wide Legal Services RFQ Due Date: August 21, 2018, 2:00 PM Company Name: _____ Company Mailing Address: _____ Contact Person Name: _____ Contact Telephone No.: (____) _____</p>
--

SEALED PROPOSAL ADDRESS LABEL:

This information must appear in the mailing address area of your sealed proposal container (whether envelope, box, express carrier package, etc.)

<p>(SEALED PROPOSAL RESPONSE) DeKalb County School District Purchasing Department 1701 Mountain Industrial Blvd Stone Mountain, GA 30083 ATTN: Carla L. Smith</p>
--

Boxes, express carrier packages and any other containers enclosing sealed proposals must ALSO be clearly labeled as shown above.

Sealed proposals **MUST** be received by the DCSD Purchasing Department by the **DEADLINE** stated in this solicitation. **Offerors submitting proposals in person must have the date and time stamped on their sealed proposals by a Purchasing Department representative.** Sealed proposals must be placed in the care of a Purchasing Department representative.

Failure to follow these sealed proposal label and submission requirements may cause proposals to be declared non-responsive and rejected.



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Offerors are required to submit **one (1) original, five (5) duplicate copies and one (1) pdf (CD or flash drive) of the proposal.** Five (5) duplicate copies are required to be submitted with the original in a sealed package. It is recommended that copies be made after the original is complete and fully executed (signed and initialed) by the Offeror's authorized representative.

The electronic copy shall be submitted in pdf format and organized in the same format as the original submission with each Chapter or Section of the original having a corresponding Electronic File.

Submit all responses to:
Carla L. Smith, Purchasing Manager
Purchasing Department
DeKalb County School District
1701 Mountain Industrial Boulevard
Stone Mountain, Georgia 30083

RFQ responses will NOT be accepted at any other DCSD location.

H. RFQ CONTACT PERSONS

The assigned contact persons for offerors are Carla L. Smith, Purchasing Manager, and Phyllis D. Jones, Buyer, for the Department of Purchasing. Ms. Smith can be reached at 678.676.0120 or by email at solicitationquestions@dekalbschoolsga.org. Ms. Jones can be reached at 678.676.0285.

I. PROHIBITED CONTACTS

Except with the consent of the RFQ contact persons, all offerors, including any persons affiliated with or in any way related to the offeror, are strictly prohibited from contacting DeKalb County Board of Education members and DCSD employees or consultants on any matter having to do in any aspect with this RFQ, other than as provided herein. Any and all contacts with such persons associated with DCSD shall be in writing, in appropriate circumstances or cases, as directed by the contact person. Furthermore, no employee, officer, or agent of the DeKalb County Board of Education or DCSD may participate in the selection, award or administration of a contract if he or she has a real or apparent conflict of interest.

Board Member Communication with Prospective Vendors

Vendors shall not contact Board members individually for the purpose of soliciting a purchase or contract between the time a request for proposal is formally released and a recommendation is made by the administration to the Board. If a vendor violates this prohibition during this timeframe, consideration for the vendor for award shall be invalidated. Board members shall be notified of possible violations and actions taken.



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K. QUESTIONS AND ANSWERS

It is intended that this RFQ be adequate for any offeror to respond to DCSD's requirements. However, should offerors have questions all questions shall be submitted electronically to solicitationquestions@dekalbschoolsga.org.

The deadline to submit questions is **Wednesday, August 8, 2018 at Noon**. Questions received after the deadline will not be considered. All questions received by Noon, Wednesday, August 8, 2018, shall be answered in writing and both the questions and answers will be posted to the following website on or before Wednesday, August 13, 2018, 4:30 PM.

<http://www.dekalbschoolsga.org/solicitations/>



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PART II GENERAL REQUIREMENTS

A. OFFEROR PERFORMANCE

The successful offeror is required to perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of this RFQ document and any negotiated contract(s). Specifications contained herein and in the successful response will become contractual obligations, if an award ensues. Failure of the offeror to fully perform these obligations may result in cancellation of the award and contract.

DCSD will look to the offeror and his/her identified personnel to coordinate and deliver the services described in this RFQ.

B. NEWS RELEASE

Any news release or publicity pertaining to any phase of this project must be cleared through the DCSD Executive Director of Communications.

C. NON-DISCRIMINATION

DCSD does not discriminate on the basis of race, color, religion, sex, national origin, age, or disability in any of its employment practices, education programs, services or activities.

DCSD supports an open, fair, and impartial free-market system which maximizes competition and seeks to include all responsible businesses and to provide ample opportunities for business growth and development. Minority businesses are encouraged and given the opportunity to bid on various projects; however, all responses will be evaluated on the same criteria. It is not the intention or desire of DCSD to restrict or impede competition, nor to increase the cost of the work.

D. DRUG-FREE WORKPLACE

By submission of a response to this RFQ, the offeror certifies that he/she and his/her employees shall not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of controlled substance or drugs during the performance of the contract.

E. SMOKE-FREE WORKPLACE

By submission of a response to this RFQ, the offeror certifies that he/she and his/her employees shall not use tobacco products on DCSD property at any time during the performance of this contract.

F. COSTS INCURRED

DCSD is not liable for any costs incurred by an offeror in preparing and/or submitting a response to this RFQ or for any interview if requested. Any and all costs incurred by the offeror in preparing and/or submitting a response to this RFQ and interviewing with DCSD (if requested) shall be the sole responsibility of the offeror and shall not be reimbursed by DCSD.

There is no guarantee of any offeror receiving an award as a result of submitting a response to this RFQ.



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G. INSURANCE

The DCSD Risk Manager sets insurance and indemnification requirements for each solicitation.

Certificate of Insurance / Accord Form is required with solicitation submittal. **Provision of Certificate of Insurance is a mandatory requirement.** Proposals submitted with certificates of insurance will be considered conditionally responsive to the insurance and indemnification requirement. Final award of this RFQ will be contingent upon receipt within three (3) business days of request for insurance documentation complete with the following requirements and fully acceptable to the DCSD Risk Manager. No work will commence / no purchases will be made without the written statement of approval of insurance coverage from the DCSD Risk Manager. In the event the awarded Offeror cannot produce insurance coverage acceptable to the Risk Manager within the time provided, DCSD reserves the right to award this solicitation to the first runner-up.

- (1) The successful Offeror shall procure and maintain throughout the term of as agreement with DCSD a policy or policies of insurance providing coverage as set forth below that shall protect the Offeror and the Indemnitees (as defined in Part II, Section H of this RFQ) from any claims for bodily injury, property damage, or personal injury which may arise out of Offeror's operations under this agreement.

The foregoing policies shall be obtained from insurance companies approved to do business in the State of Georgia and companies acceptable to DCSD. Offeror shall procure the insurance policy(ies) at the Offeror's own expense and shall furnish to DCSD a certificate of insurance containing the following:

- (a) Name and address of authorized agent;
- (b) Name and address of insured;
- (c) Name of insurance company;
- (d) Description of coverage in standard terminology;
- (e) Policy period;
- (f) Policy Number;
- (g) Limits of liability;
- (h) Name and address of certificate holder;
- (i) Acknowledgment to the DCSD of notice of expiration or cancellation;
- (j) Signature of authorized agent;
- (k) Telephone number of authorized agent; and
- (l) Details of policy exclusions applicable to this agreement in comments section of insurance certificate.

All certificates evidencing primary and excess layers shall be renewed and kept current and up to date on an annual basis.

- (2) Offeror is required to maintain the following insurance coverage during the term of this agreement:
 - (a) Workers Compensation Insurance in the amounts of the statutory limits currently established by the General Assembly of the State of Georgia, but limits must be in the minimum \$1,000,000.00 each accident and \$1,000,000.00 per employee for each case of disease and \$1,000,000.00 for all diseases in the aggregate. Offeror shall have the



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- ability to self-insure its required workers compensation coverage if Offeror is an approved self-insurer in the State of Georgia.
- (b) Comprehensive General Liability Policy, or equivalent coverage, to include contractual liability. The Comprehensive General Liability Policy shall have dollar limits sufficient to insure that there is no gap in coverage between this policy and any excess or Commercial Umbrella Policy described below.
 - (c) Comprehensive Automobile Policy to include but not be limited to liability coverage on any owned, non-owned and hired vehicle used by Offeror or Offeror's personnel in the performance of any agreement entered into with DCSD. The Comprehensive Automobile Policy shall have dollar limits sufficient to insure that there is no gap in coverage between this policy and the excess or Commercial Umbrella Policy required under any agreement entered into with DCSD. Minimum limits of \$1,000,000.00 per occurrence \$2,000,000.00 in the annual aggregate on automobiles other than buses. Primary limits of coverage in the amount of \$1,000,000.00 per occurrence must be with insurers approved to conduct business in the State of Georgia.
 - (d) Professional Liability ("Errors and Omissions") Insurance covering the professional services to be rendered with minimum limits of \$1,000,000 per occurrence and \$2,000,000 in the annual aggregate.
 - (e) Medical Payments coverage shall be included in the Comprehensive General Liability and the Comprehensive Automobile Policies to include a medical payment limit of not less than \$5,000.00. .
 - (f) Commercial Umbrella or Excess Liability Policy, which must provide the same or broader coverage than those provided for in the above Comprehensive General Liability and Business Automobile Policies. Primary limits of coverage in the amount of \$5,000,000.00 per occurrence must be with insurers approved to conduct business in the State of Georgia. Excess or umbrella liability insurance may be placed with any insurer submitted by Offeror, including captive or self-insured programs, with the prior written approval of DCSD.
 - (g) Under all coverage and certificates required hereunder, policies shall or be endorsed to include the following terms and conditions:
 - (i) All policies and coverage (except Professional Liability) shall be on an "occurrence" not "claims made" basis.
 - (ii) The foregoing policies shall contain a provision that coverage afforded under the policies will not be canceled, or not renewed, allowed to lapse for any reason until at least sixty (60) days prior written notice has been given to DCSD.
 - (iii) Shall waive all right of subrogation against Indemnitees (as defined in Part II, Section H of this RFQ) for losses arising out of this agreement.
 - (iv) A severability of interest or cross liability clause or endorsement applies to commercial general liability and excess liability policies.
 - (v) Certificates of Insurance showing such coverage to be in force shall be filed with DCSD prior to commencement or continuation of any work under this agreement.
 - (vi) All such coverage shall remain in full force and effect during the term and any renewal or extension thereof.
 - (h) Under coverage and certificates required under Sections 2(b), (c), and (d) above, policies shall be endorsed to include the following terms and conditions:
 - (i) Minimum limits of \$1,000,000 per occurrence \$2,000,000 in the annual aggregate. Primary limits of coverage in the amount of \$1,000,000 per occurrence must be with insurers approved to conduct business in the State of Georgia. Excess or umbrella liability insurance may be placed with any insurer submitted by Offeror, including



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- captive or self-insured programs, with the prior written approval of DCSD.
- (ii) Contractual liability coverage, specifically referencing this agreement and its Indemnity, applies to liability assumed by the named insured.
 - (iii) Shall include Indemnitees as additional insureds.
 - (iv) Shall waive all right of subrogation against Indemnitees (as defined in Part II, Section H of this RFQ) for losses arising out of this agreement.
 - (v) A severability of interest or cross liability clause or endorsement applies to commercial general liability and excess liability policies.
 - (vi) Shall be primary and not excess to any other coverage provided by or available to the Indemnitees (as defined in Part II, Section H of this RFQ).
- (i) Offeror shall require any and all subofferors performing work under this agreement to carry insurance of the types and with limits of liability as Offeror shall deem appropriate and adequate for the work being performed. However, the obligations of the Offeror to the Indemnitees assumed in Sections of Indemnification, and Insurance shall not be reduced or diminished by the standards set for the subofferors. Further, Offeror agrees that their obligations to indemnify and insure the Indemnitees shall pertain to all losses arising out of the subofferor's acts or negligence in the same manner and to the same extent as if committed by the Offeror. Offeror shall obtain and make available for inspection by DCSD, current certificates of insurance evidencing insurance coverage by such subofferors.

H. INDEMNIFICATION

- 1) The successful Offeror shall indemnify, defend, and hold harmless the DeKalb County School Board, the DeKalb County School District, DCSD, and their officials, officers, employees, agents, volunteers, and assigns (all of whom may collectively be referred to as "Indemnitees" throughout this RFQ), from any and all claims, demands, suits, actions, legal or administrative proceedings, losses, liabilities, costs, interest, and damages of every kind and description, including any attorneys' fees and/or litigation and investigative expenses, for bodily injury, personal injury, (including but not limited to Offeror's employees), or loss or destruction of property (including loss of use, damage or destruction of DCSD owned property) to the extent that any such claim or suit was caused by, arose out of, or contributed to, in whole or in part, by reason of any act, omission, professional error, fault, mistake, or negligence whether active, passive or imputed, of the Offeror its employees, agents, representatives, or their employees, agents, or representatives in connection with or incidental to Offeror's performance of the agreed-upon services regardless of whether such liability, claim, damage, loss, cost or expense is caused in part by an Indemnitee.
- 2) The successful Offeror shall also indemnify, defend, and hold harmless the Indemnitees from any and all costs, expenses, claims, demands, rights, liabilities and causes of action inuring to Offeror from events over which the Indemnitees exercise no control, such as Acts of God, strikes or government restrictions.

Offeror's obligation to indemnify any Indemnitee shall survive the completion, expiration, or termination of Offeror's agreed-upon services for any reason.



LAW FIRM AUTHORIZED SIGNATURE

I. ILLEGAL IMMIGRATION REFORM AND ENFORCEMENT ACT OF 2011

The Illegal Immigration Reform and Enforcement Act of 2011 applies to and is a requirement for all DeKalb County School District solicitations for physical performance of services (i.e. public works contracts). **The Illegal Immigration Reform and Enforcement Act of 2011 does not apply to solicitations for items, commodities and products.**

Bidders must complete and/or have their subcontractors complete the following forms:

- 1) Immigration and Security Certification
- 2) Bidder E-Verify Affidavit
- 3) Contractor Affidavit (Contractor Only)
- 4) Subcontractor Affidavit (Subcontractor Only); and
- 5) Sub-Subcontractor Affidavit (Sub-Subcontractor Only)

The Immigration and Security Certification, the Bidder E-Verify Affidavit, the Contractor Affidavit, the Subcontractor Affidavit and the Sub-Subcontractor Affidavit are found on pages 37-42 of this solicitation document. The Immigration and Security Certification, the Bidder E-Verify Affidavit, the Contractor Affidavit, Subcontractor Affidavit and the Sub-Subcontractor Affidavit must be completed, notarized and submitted with your bid response.

I acknowledge the Illegal Immigration Reform and Enforcement Act of 2011 requirements for service providers and confirm by my signature below that the Immigration and Security Certification, the Contractor Affidavit, the Subcontractor Affidavit and the Sub-Subcontractor Affidavit are each completed, notarized and made a part of this solicitation response package. I also acknowledge that all items or services furnished to DCSD must comply with applicable federal and state immigration laws, and regulation.

_____ Please check here if the Illegal Immigration and Reform Act of 2011 **does not** apply to your solicitation, because it is one for items, commodities, or products. If this does not apply to any portion of the solicitation, then the bidder is not required to complete the Contractor Affidavit, the Subcontractor Affidavit and the Sub-Subcontractor Affidavit found on pages 40-42. **Please be advised that pages 37-39 must still be completed.**

Signature of Engaging Official: _____ Date: **08/20/18**
(Company Name / Certifying Official Signature)

J. INTERVIEWS

DCSD reserves the right to require offerors to participate in one or more interviews with DCSD board members and/or staff. Offerors must be prepared to discuss the salient points of their proposal within two (2) normal working days of being asked to participate in interviews. There are to be no presentations, individually or collectively, without such invitation.

K. CONTRACT TERMS

In the event DCSD determines that outsourcing these services are in its best interest, with the approval of the DeKalb County Board of Education, the successful Offeror will be notified in writing. A contract confirming price and other terms shall be signed by the parties. **Services will begin on or about Fall 2018.** The initial contract duration shall be through December 31, 2018. The contract will contain **four (4) one-year extension options** contingent upon DCSD's offer of such extension, the

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successful Offeror's acceptance and the approval of the DeKalb County Board of Education to extend the contract. The contract is subject to the approval of the DeKalb County Board of Education and to fiscal year funding limitations. The contract price must be held firm for the entire term of the contract. DCSD reserves the right to terminate any resulting contract for convenience. In the event of contract termination by DCSD, the DCSD will be responsible only for those services and deliverables that have been received and accepted. Any cancellation by DCSD will be effective three (3) business days after receipt of the written notice from DCSD to the Offeror. Non-performance of contract terms shall give sufficient cause for DCSD to cancel the contract. Non-performance shall be construed to include, but is not limited to, failure of the Offeror to deliver equipment or perform services in the time specified or in the manner required.

L. PERMITS AND APPLICABLE LAWS

Offerors shall at their own expense obtain all necessary permits, certifications, and licenses and shall comply with all applicable local, state, and federal laws, ordinances, rules, and regulations necessary to the full execution of the requirements stated herein. Offerors shall maintain all such permits, licenses, certifications, and compliances in a current status throughout the course of the contract. Offerors shall submit copies of permits, licenses, and certifications evidencing proof of the aforementioned immediately upon request of DCSD. Offerors shall be in compliance with registration with the Georgia Secretary of State's office as applicable.

M. INFRINGEMENT

Offeror shall fully indemnify Indemnitees against any claims of infringement of any patent, copyright, trade secret, trademark, or other intellectual property rights related to the offeror's response to this RFQ or services performed upon contract award. Offeror's obligation to indemnify any Indemnitee shall survive the completion, expiration, or termination of offeror's agreed-upon services for any reason.

N. OWNERSHIP RIGHTS

DCSD shall retain ownership rights to the contents of all documents, supporting literature, and data submitted by offerors to this RFQ.

O. NON-COLLUSION

Offerors shall fully certify that they, as individuals or as officials of a business entity, have not entered into any agreement, participated in collusion, or otherwise taken any action in restraint of free and competitive responses to this RFQ. Further, offerors guarantee that their response is not made in conjunction with or on behalf of another party and that they have not been directly or indirectly induced in any manner or taken any action to result in a restriction of trade or in an unfair advantage.

P. CONFLICT OF INTEREST

Offeror shall use its best efforts to disclose with their proposal the name of any officer, director, or agent who also is a DCSD employee, agent, representative, contractor, immediate family member (spouse, child, sibling, or parent or the spouse of a child, sibling or parent) or DeKalb County Board of Education member. Offerors shall also disclose the name of any DCSD employee, agent, representative, contractor, immediate family member or board member who owns, directly or indirectly, an interest in five percent or more in the Offeror's company or any of its branches. In the event the Offeror was aware of a conflict of interest prior to the award of the contract and did not



LAW FIRM AUTHORIZED SIGNATURE

disclose the conflict DCSD may, at its discretion, terminate the contract for default. The Offeror further agrees that, if after award, a conflict of interest is discovered, an immediate and full disclosure in writing must be made to the DCSD Purchasing Department which must include a description of the action which the Offeror has taken or proposes to take to avoid or mitigate such conflicts. If a conflict of interest is determined to exist, DCSD may, at its discretion, cancel the contract. Offerors shall certify that their response to this RFP is impartial, at arms-length, and free of any conflict of interest at this time, unfair advantage, or personal benefit to any DCSD official.

Offeror must sign below acknowledging the above statement

Signature of Company Representative: _____ Date: 08/20/18
(Company Name/Certifying Official Signature)

Q. FINANCIAL STABILITY

1. Offeror shall provide a copy of their company's audited financial statements for the previous two (2) years – 2015 and 2016.
2. Indicate here if your company is publicly traded or not publicly traded:
My company is publicly traded. _____/
My company is not publicly traded. _____/
3. If your company is a publicly traded company, provide a copy of your company's annual report for the previous two (2) years – 2015 and 2016.
4. List all civil and criminal proceedings your company has been the subject of, or named a party in, and provide the outcome of those proceedings. This list should include any lawsuits, administrative actions or litigation to which your company is currently a party or has been a party. Please explain the basis for all claims, your response to those claims and state whether a settlement was reached or a judgment entered.
5. State whether your company, or any affiliate currently or previously associated with your company, has ever filed a petition in bankruptcy, taken any actions with respect to insolvency, reorganization, receivership, moratoriums or assignment for the benefit of creditors, or otherwise sought relief from creditors.
6. State whether your company was the subject of any order, judgment or decree not subsequently reversed, suspended or vacated by any court permanently enjoining your company from engaging in any type of business practice.

R. NO OBLIGATION/NO CONTRACT GUARANTEED

This RFQ does not commit DCSD to contract with any offeror to this RFQ. There is no guarantee of any offeror receiving an award or contract as a result of submitting a response to this RFQ.

S. CONFIDENTIALITY AND NON-DISCLOSURE

Information made available to offerors by DCSD shall be used only for purposes related to responding to this RFQ and shall not be used for any other purpose without the express written permission of DCSD.

Offerors to this RFQ unequivocally agree to assume responsibility for protecting and Safeguarding the confidentiality of DCSD records that are not public information. Such information may include, but is not limited to student and human resource file contents.

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T. BUSINESS LICENSE

Offerors shall submit with their proposal, a copy of their valid company business license. If the offeror is a Georgia corporation, offeror shall submit a valid county or city business license. If the offeror is not a Georgia corporation, offeror shall submit a certificate of authority to transact business in the state of Georgia and a copy of their valid business license issued by their home jurisdiction. If offeror holds a professional certification which is licensed by the state of Georgia, offeror shall submit a copy of their valid professional license. Any license submitted in response to this requirement shall be maintained by the offeror for the duration of the contract.

U. ORGANIZATIONAL QUALIFICATION

Offeror shall submit with their proposal, an organizational staffing chart confirming that offeror has the capability and capacity to meet the size and scope needs of DCSD. Include resumes of key personnel.



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PART III

Offerors may propose on Option 1 only, Option 2 only or both Options.

Option 1:

REQUESTED INFORMATION AND QUALIFICATIONS

A. PROJECT OVERVIEW

DeKalb County School District ("DCSD") is seeking qualifications for district wide legal services for DCSD from certified, competent and fully capable firms with substantiated successful experience in various disciplines as described herein with large scale educational institutions and/or organizations.

DCSD anticipates entering into a one (1) year agreement with the selected, qualified law firm beginning on or about Fall, 2018 upon the approval of the Board of Education. The initial contract duration shall be through December 31, 2018. The contract will contain **four (4) one-year extension options** contingent upon DCSD's offer of such extension, the successful Offeror's acceptance and the approval of the DeKalb County Board of Education to extend the contract.

DeKalb County School District is divided into eleven (11) operational areas. These operational areas are a direct report function to the Superintendent: Finance, Human Capital Management, Curriculum & Instruction, Student Support & Intervention, Communications, Information Technology, Facilities & Operations, Office of Accountability, Office of Legal Affairs, Internal Audits and Regional Superintendents Offices. The Regional Superintendents represent seven (7) regional boundaries of schools and centers.

B. PROJECT SCOPE

The selected law firm will be expected to provide specialized professional legal services to DCSD during the entire year on an as needed basis and to attend Board of Education meetings and other DCSD meetings as needed. The selection process will include an assessment of the firm's experience, expertise and ability to address the following areas.

Various issues arise during the normal course of business involving matters that will require guidance and advice from legal counsel. Because such services, at times, represent emergency situations, legal counsel will be expected to return a phone call to the School District without undue delay. Furthermore, the DeKalb County School District is large and it would not be unusual for more than one department of the District to request legal services at the same time.



LAW FIRM AUTHORIZED SIGNATURE

The law firm will be expected to meet all the legal needs of the system during the course of a school day.

Legal counsel will also be expected to be available to provide advice to the Superintendent and the Board of Education during non-business hours including the attendance at "scheduled" and "called" meetings when requested.

An award will be made to one selected law firm.

Invoices for the services will only be accepted from the awarded law firm. Payment for services under the contract shall be made to the awarded firm.

The District reserves the right to negotiate fees with the selected law firm.

- 1) Please describe in detail your law firm's overall legal expertise and the law firm's management and organizational capabilities, particularly regarding staff, resources and capacity to respond to critical time and complex scope requirements on short notice. Respondents to this Request for Qualifications are required to demonstrate and include with their submissions to this RFQ, a full and complete law firm profile, to include, but not be limited to: the date of establishment, firm location mission statement, firm location, type and confirmation of your firm's legal entity form, law firm's organizational structure/chart, principals' names and titles, firm size in relation to industry, number of employees, law firm's history, financial position and all relevant current and past experience on similar projects.
- 2) Explain your legal expertise and experience in K-12 education for the most common areas of practice relating to public school districts, including but not limited to the list below. If your firm is not able to provide the full scope of services identified above, please indicate clearly which areas your firm can service and which it cannot.

The list below is representative but not exhaustive of the scope of services or areas of need in serving a public school district.

SCHOOL LAW:

- Georgia Charter School law
- Every Student Succeeds Act / Elementary & Secondary Education Act (ESEA)
- Student discipline law
- Family Educational Rights & Privacy Act (FERPA)
- Religion and right of access in public schools
- Open Meetings Act and Open Records Act
- Titles I, III, VI, XI, et al
- Title 20 of the Official Code of Georgia Annotated, regulations of the Georgia Board of Education and all related state and federal statutes and regulations affecting Georgia school districts



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- School District governance, development of Board policies and administrative regulations
- In-service education for Board, administrators and staff on pertinent areas of school law
- Proficiency in parliamentary procedures
- Intellectual Property Issues
- Copyright
- School Nutrition
- SPLOST Law
- Other legal services, as requested by DCSD

FINANCE:

- School finance issues and SPLOST requirements
- Tax Allocation Districts
- Intergovernmental contracts and relations
- Non-Profit Organization (501c)
- Government Bonds
- 403(b) and 457(b) plans
- Tax Anticipation Notes (TANS)
- Competitive bidding process, including protests
- Investment of public funds

EMPLOYMENT:

- Fair Dismissal Act, employment contracts, employment discrimination and other related employment and personnel matters
- Americans with Disabilities Act, as Amended (ADAAA) Section 504 and other state and federal laws relating to discrimination and accommodation in public schools (Employees)
- Civil Rights, free speech and other state and federal constitutional law issues

DISABILITY:

- Americans with Disabilities Act, as Amended (ADAAA) Section 504 and other state and federal laws relating to discrimination and accommodation in public schools (Students)



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- Individuals with Disabilities Education Act
- Individuals with Disabilities Education IDEA (Special Education)
- FMLA

CONSTRUCTION & REAL PROPERTY:

- Georgia Department of Education regulations and codes on construction procurement.
- Transactional Services including
 - Contract drafting
 - Contract negotiations
 - Surety Bonds
 - Construction Insurance
 - Errors & Omissions Insurance
 - Architect Copyright
- Real Estate
 - Property Transactions
 - Eminent Domain Law
 - Deed/Title Search and Restrictions
- Annexation and City Incorporation Matters
 - Mediation of annexation issues
 - Encroachment
 - Municipalities, Cities and County entities
 - Lobbying efforts
- Other
 - Environmental
 - Hazardous Waste
 - Mechanics Liens
 - Occupational Safety (OHSA)
 - Common Construction Practices (State of Georgia)
 - Davis Bacon Act

OVERALL:

Litigation for all areas listed above, and at all levels of state and federal courts and administrative proceedings. This includes alternative forms of dispute resolution including but not limited to mediation, arbitration and negotiation.



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PART III

Offerors may propose on Option 1 only, Option 2 only or both Options.

**Option 2: Insurance Defense
(Primarily Workers' Compensation and Personal Injury Motor Vehicle)**

REQUESTED INFORMATION AND QUALIFICATIONS

C. PROJECT OVERVIEW

DeKalb County School District ("DCSD") is seeking qualifications for insurance defense legal services from a competent and fully capable firm with substantiated successful experience in insurance defense matters that include but are not limited to: workers' compensation, general liability, automobile liability, personal and bodily injury, premise liability, property damage, subrogation, insurance coverage matters, and any other type of insurance defense issues the school district may encounter while from day to day business operations.

DCSD anticipates entering into a one (1) year agreement with the selected, qualified law firm beginning on or about Fall, 2018 upon the approval of the Board of Education. The initial contract duration shall be through December 31, 2018. The contract will contain **four (4) one-year extension options** contingent upon DCSD's offer of such extension, the successful Offeror's acceptance and the approval of the DeKalb County Board of Education to extend the contract.

DeKalb County School District is divided into eleven (11) operational areas. These operational areas are a direct report function to the Superintendent: Finance, Human Capital Management, Curriculum & Instruction, Student Support & Intervention, Communications, Information Technology, Facilities & Operations, Office of Accountability, Office of Legal Affairs, Internal Audits and Regional Superintendents Offices. The Regional Superintendents represent seven (7) regional boundaries of schools and centers.

D. PROJECT SCOPE

The selected law firm will be expected to provide specialized insurance defense legal services to DCSD during the entire year on an as needed basis and to attend Board of Education meetings and other DCSD meetings as needed. The selection process will include an assessment of the firm's experience, expertise and ability to comprehensively address all insurance issues the DCSD may encounter.



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Various insurance issues arise during the normal course of business involving matters that will require guidance and advice from legal counsel. Because such services, at times, represent emergency situations, legal counsel will be expected to return a phone call to the School District without undue delay. Furthermore, the DeKalb County School District is large and it would not be unusual for more than one department of the District to request legal services at the same time. The law firm will be expected to meet all the legal needs of the system during the course of a school day.

Legal counsel will also be expected to be available to provide advice to the Superintendent and the Board of Education during non-business hours including the attendance at "scheduled" and "called" meetings when requested.

An award will be made to one selected law firm for insurance defense services.

Invoices for insurance defense services will only be accepted from the awarded law firm. Payment for services under the contract shall be made to the awarded firm.

The District reserves the right to negotiate fees with the selected law firm.

- 1) Please describe in detail your law firm's overall legal expertise and the law firm's management and organizational capabilities, particularly regarding staff, resources and capacity to respond to critical time and complex scope requirements on short notice. Respondents to this Request for Qualifications are required to demonstrate and include with their submissions to this RFQ, a full and complete law firm profile, to include, but not be limited to: the date of establishment, firm location mission statement, firm location, type and confirmation of your firm's legal entity form, law firm's organizational structure/chart, principals' names and titles, firm size in relation to industry, number of employees, law firm's history, financial position and all relevant current and past experience on similar projects.
- 2) Explain your legal expertise and experience in providing insurance defense services relating to public school districts with self-insured and purchased insurance programs, including but not limited to the list below. If your firm is not able to provide the full scope of services identified above, please indicate clearly which areas your firm can service and which it cannot.

The list below is representative but not exhaustive of the scope of insurance defense services or areas of need in serving a public school district.

General Liability:

- Automobile Liability
- Personal and Bodily Injury Liability
- Premise Liability
- Property Damage Liability
- Transportation Liability



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- Subrogation
- Wrongful Death

Workers' Compensation:

- Defending work-related injury and death claims
- Pursuing possible subrogation claims
- Pursuing possible Subsequent Injury Trust Fund claims
- Medicare Set Aside and Conditional Payment Issues
- Mediation

Insurance Coverage:

- Coverage Opinions
- Reservation of Rights
- Coverage Disclaimers
- Coverage Litigation and Arbitration

OVERALL:

Litigation for all areas listed above, and at all levels of state and federal courts and administrative proceedings. This includes alternative forms of dispute resolution including but not limited to mediation, arbitration and negotiation.

DISCLOSURE

Outstanding Legal Claims

The DeKalb County School District has been engaged in complex litigation for several years involving a tax sheltered annuity plan for some of its employees. It is anticipated that this complex case will remain with current counsel. The District has also hired outside counsel to handle annexation matters involving other school districts. The successful vendor may be asked to assume this annexation work.

- 3) Please provide an overview of your firm including the number of years the members of your firm have been providing legal services for public school districts in Georgia. Provide an overview of your firm's legal service philosophy and guiding principle including unique accomplishments, examples of excellence, and proactive services provided.
- 4) Describe your firm's ability to provide services in a timely fashion. Provide an organizational flowchart mapping each professional proposed to serve the DeKalb School District's account. Describe your firm's familiarity with the services required by a large



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Georgia school district. Provide the overall capabilities, qualifications, training and areas of expertise and resumes for each of the professionals of the firm that may be assigned to work with the School District. Include all attorney's, admission to the State Bar of Georgia. Provide a certification that the legal firm has no conflict of interest in representing the DeKalb County Board of Education and DCSD.

Depth and breadth of experience and expertise possessed by the members of the legal firm and the stability of the firm;

Accessibility of the attorneys and their capability to perform legal services promptly and in a manner that permits the DeKalb County School District and staff to meet established deadlines and to operate in an effective and efficient manner;

Degree to which firm and individual attorneys stay current through continued professional development and active communication with members of the school law field.

Provide copies of bar licenses, certifications and membership documents for each individual attorney to be assigned to DeKalb County School District.

Trial and appellate level experience and results.

- 5) List as references (names, address, contact persons and toll-free phone numbers) a minimum of three clients of similar nature to DeKalb County Board of Education for which services were provided within the last three years. A brief description of the services provided shall accompany each reference. Refer to Attachment C, Respondent's Client Reference Form (page 34).
- 6) The DeKalb School District will require the firm with which a contract is established, prior to commencement of work, to provide evidence of appropriate professional liability insurance, errors and omissions insurance, and workers compensation insurance coverage as needed. Describe how you would provide same and in what coverage amounts.
- 7) Submit a detailed fee schedule with cost to perform all services, including a schedule of all specific expenses for which firm will claim reimbursement from the District, including type and unit rate (i.e. rate for mileage, reproduction of documents, travel expenses, conference registration, etc.).

E. BROCHURES, CATALOGS, MANUALS, WEBSITES, LITERATURE

It is incumbent upon all respondents to this Request for Qualifications to provide the DeKalb County School District the most complete, comprehensive and potentially beneficial response. In addition to the formal submission to this Request for Qualifications, all respondents are encouraged to submit brochures, literature, catalogs, manuals, references to websites, DVD's and any other marketing and informational media which will support and enhance their submission value.


LAW FIRM AUTHORIZED SIGNATURE

F. TRANSITION PLAN**a. Transition on Commencement of Contract**

The awarded offeror shall assume full services in accordance with the award of the RFQ. The awarded offeror shall coordinate and cooperate with DCSD's existing provider(s) to ensure a smooth and orderly transition with uninterrupted services.

b. Transition and Continuity of Service upon Expiration of Contract

Continuity of services is necessary to DCSD. The awarded offeror agrees to this philosophy and upon expiration of contract, agrees to:

- Exercise best efforts and cooperation for an orderly and efficient transition to another service provider or to DCSD.
- Negotiate a plan in good faith with successor to determine the nature and extent of the phase-in, phase-out services required. The plan shall specify a date for services described in the plan and shall be subject to approval by DCSD. The existing services provider shall provide sufficient experienced personnel during the phase-in and phase-out periods to ensure that the imperious services in the contract are maintained at the required level of need and proficiency.
- All DCSD property (including but not limited to, students and DCSD records, parts, equipment, facilities, keys and materials) shall be returned to DCSD upon expiration of contract.
- Offeror shall include in their response any DCSD or any subsequent contractor requirements, if offeror is awarded this contract and does not retain this contract upon its expiration.



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G. Required Content / Document Checklist

IMPORTANT NOTICE: Failure to provide the information and/or documentation required in this solicitation may cause the submission to be declared non-responsive and rejected.

Refer to Part I, Page 10, for additional information on the format and submission of proposals. Offerors are required to submit **one (1) original, five (5) duplicate copies and one (1) pdf (CD or flash drive) of the proposal.** Responses must be submitted on 8 ½" x 11" single-sided stock. Offerors must reply in a narrative to each requirement and question. "Understand and comply" responses are not acceptable. All RFQ submissions must include the following items and attachments.

The Request for Qualifications document, RFQ 19-01, District Wide Legal Services, MUST BE the first document in the submission); this document consists of Pages 1-44 and is located at <http://www.dekalbschoolsga.org/solicitations/>

RFQ Responses Must Be Organized In The Following Order:

- Table of Contents
- Cover letter of no more than two pages,
- Written summary of your firm's qualifications (no more than 10 pages),
- All attachments that are required to be completed and attached,
- Any additional attachments needed to clarify your ability to complete the Scope of Work for the areas of service you propose to provide, and
- All other attachments required in this RFQ.

Please note the following requirements:

- Addenda – Each individual Addendum must be printed, signed and inserted immediately following the Table of Contents
- Certificate of Insurance
- Offeror's Client References (References, and Attachment C)
- Company Financial Statements
- Business License
- Attachment A – Fee Schedule
- Attachment B – Critical Paragraphs
- Attachment C – Offeror's Client Reference Form
- Attachment D – Statement of Confidentiality
- Attachment E – Suspension and Debarment
- Attachment F – Immigration and Security Certification
- Attachment G – Signature Page
- Remember: **one (1) original, five (5) duplicate copies and one (1) pdf (CD or flash drive) of the proposal,** in three-ring binders with tabs separating the required sections. **(Mandatory Requirement)**


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Attachment A

RFQ 19-01

DISTRICT WIDE LEGAL SERVICES

Fee Schedule

Offerors may propose on Option 1 only, Option 2 only or both Options.

Offerors must clearly identify in their Fee Schedule if proposal is for Option 1, Option 2 or both Options.

Services shall include all labor, materials, tools, specialized equipment, supplies, trained personnel, insurance, travel and per diem, direct and indirect administrative costs, overhead, any other charges, and all things and services necessary to provide District Wide Legal Services in accordance with the specifications, requirements and terms and conditions of this RFQ.

Include any value added services at "no cost."

JCSD reserves the right to make multiple awards.

Complete the following:

Swift, Currie, McGhee & Hiers, LLP

Company Name		
Terry O. Brantley	Managing Partner	
Authorized Company Representative Name (please print)		Title
		08/20/18
Authorized Company Representative Signature		Date
1355 Peachtree Street, NE Suite 300 Atlanta, GA 30309		
Address		
404-874-8800	404-888-6199	terry.brantley@swiftcurrie.com
Phone	Fax	Email



 LAW FIRM AUTHORIZED SIGNATURE

Attachment B

RFQ 19-01

DISTRICT WIDE LEGAL SERVICES

Critical Paragraphs

Offerors ***must put their initials in the space provided in front of each critical paragraph and sign below. Initials signify that the information has been read and the offeror agrees to comply to the requirement, stipulations, terms and conditions. Attach and label "Critical Paragraph."***

- 1) JS This RFQ does not commit DCSD to any offeror to this RFQ. DCSD is not liable for any costs incurred by an offeror in responding to this RFQ. There is no guarantee of any offeror receiving an award or contract as a result of submitting a response to this RFQ.
- 2) JS Any news release or publicity pertaining to any phase of this RFQ will be the responsibility of DCSD and must be cleared through the Board of Education of DCSD.
- 3) JS It is the responsibility of offerors to make themselves aware of and to comply with any addenda, questions and answers posted to the DCSD website in relation to this RFQ. All addenda must be printed, signed by the certifying official and included in the RFQ submittals. Failure to do so will cause the offeror to be deemed non-responsive to the requirements of this RFQ.
- 4) JS Offerors to the RFQ agree to fully indemnify DCSD as stated in the RFQ, Part II, I, page 17
- 5) JS Offerors certify that they have not engaged in collusion and guarantee that their response is not made in conjunction with or on behalf of another party and that they have not been directly or indirectly induced or acted in any manner to result in restriction of trade or unfair advantage.
- 6) JS The DCSD reserves the right to reject any and/or all responses submitted and to waive any technicalities or minor irregularities in responses received. DCSD reserves the right to award any resulting contract in the manner that is in the best interest of and most advantageous DCSD.
- 7) JS Offeror understands that this solicitation requires Board of Education Approval.



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Attachment C

RFQ 19-01

DISTRICT WIDE LEGAL SERVICES

OFFEROR'S CLIENT REFERENCES

(Please copy this form and use one form per reference.)

Attach and label "Offeror's Customer References."

Swift, Currie, McGhee & Hiers, LLP

(Firm Name)

1. List three current references of organizations of similar size to DCSD. Use this form and include the approximate annual premium (if not confidential).
2. List three references of organizations of similar size to DCSD whose business you lost in the last three years. Use this form and include the approximate annual premium (if not confidential).

Company Name Providing Reference

Address City/State/Zip

Name of Contact Person


Telephone Number of Contact Person

Email Address of Contact Person

Date/Duration of Service Relationship

Describe in Detail Services Provided (use additional sheets if necessary):

Important! This is a vital part of your RFQ submission. DCSD will verify client references. It is advisable that you inform your reference contact person that you have listed them for reference.



LAW FIRM AUTHORIZED SIGNATURE

Attachment D
RFQ 19-01
DISTRICT WIDE LEGAL SERVICES
Statement of Confidentiality and Non-Disclosure

Any non-public information made available to the offeror by DCSD in relation to this RFQ shall be used only for those purposes outlined in the RFQ document and shall not be used in any other way without the written permission of the DCSD.

If the offeror is uncertain about the proposed use of information provided in relation to this RFQ, the offeror shall consult with the DCSD RFQ contact person as identified in the RFQ document for clarification.

The offeror agrees to assume full responsibility for protecting the confidentiality of DCSD records that are not public information. Such information may include, but is not limited to student and employee data and other written and oral information of a personal and/or confidential nature, which shall be safeguarded by the offeror to ensure that it is not improperly disclosed.

Swift, Currie, McGhee & Hiers, LLP

Offeror Company Name

Terry O. Brantley

Company Representative

8/20/18

Date



LAW FIRM AUTHORIZED SIGNATURE

Attachment E

RFQ 19-01

DISTRICT WIDE LEGAL SERVICES

SUSPENSION AND DEBARMENT CERTIFICATION

By submitting this RFQ, the offeror certifies that the proposing company and/or its principals have not been suspended, excluded, disqualified, debarred, proposed for debarment, declared ineligible or voluntarily excluded from participation in any transaction by any federal or state department or agency and that the offeror complies with all applicable orders, rules and regulations related thereto.

Further, by submitting this RFQ, the offeror certifies that all lower tier participating individuals and/or company(s) and all respective principals of lower tier participants have not been suspended, excluded, disqualified, debarred, proposed for debarment, declared ineligible or voluntarily excluded from participation in any transaction by any federal or state department or agency and that the offeror complies with all applicable orders, rules and regulations related thereto.

The certification placed herein is a material representation of fact upon which reliance will be placed as RFQ submissions are evaluated and any transaction is entered into. If it is later determined that the prospective offeror has knowingly rendered an erroneous certification, the DCSD may pursue all available remedies, including but not limited to suspension and/or debarment.

The prospective offeror shall provide immediate written notice to the DCSD Purchasing Department if at any time the prospective offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

The prospective offeror agrees by submitting this form that, should the proposed transaction be entered into, the prospective offeror shall not knowingly enter into any lower tier transaction with a person or entity that is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this transaction.

By signing and submitting this form, the offeror is providing the certification set out above.

Signature of Engaging Official: Swift, Currie, McGhee & Hiers, LLP Date: 8/20/18
(Offeror Company Name/Certifying Official Signature)

Further, the DCSD's Purchasing Department will check the EPLS website at <http://sams.gov> to determine if the offeror is listed.



LAW FIRM AUTHORIZED SIGNATURE

Attachment F

RFQ 19-01 DISTRICT WIDE LEGAL SERVICES

IMMIGRATION & SECURITY CERTIFICATION

If you are providing service, performing work or delivering goods to the DeKalb County Board of Education/DeKalb County School District including, but not limited to schools, warehouses and central offices, the applicable Georgia Security and Immigration Compliance documents found here must be completed, signed, notarized and submitted with your bid/proposal. Failure to provide this document with your bid/proposal will result in the disqualification of the bid/proposal.

1) Offeror/Bidder (the "Offeror") shall at all times comply with the Georgia Security and Immigration Compliance Act, as amended, O.C.G.A. § 13-10-90 et. seq.

2) In order to insure compliance with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act, as amended by the Illegal Immigration Reform Act of 2011, O.C.G.A. § 13-10-90 et. seq. (collectively the "Act"), the Offeror MUST INITIAL the statement applicable to Offeror below:

(a) JS (Initial here): Offeror declares under penalties of perjury that, Offeror has registered at <https://e-verify.uscis.gov/enroll/> to verify information of all new employees in order to comply with the Act; is authorized to use and uses the federal authorization program under the federal work authorization user identification number issued on the date of authorization below; will continue to use the authorization program throughout the contract period; Offeror further warrants and agrees Offeror shall execute and return any and all affidavits required by the Act and the rules and regulations issued by the Georgia Department of Labor as set forth at Rule 300-10-1-.01 et. seq. [Offerors who initial (a) must attach and return a signed, notarized Contractor Affidavit and Agreement with the Contract if awarded]; or

(b) NA (Initial here): Offeror warrants that he/she does not employ any other persons, and he/she does not intend to hire any employees or to perform the Contract. [Offerors who initial (b) must attach and return a signed, notarized Affidavit of Exception with the Contract if awarded]; or

(c) JS (Initial here) Offeror is an individual who is licensed pursuant to Title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for services to be rendered by such individual and thus does not have to provide an affidavit.

3) NA (Initial here) Offeror will not employ or contract with any subcontractor in connection with a covered contract unless the subcontractor is registered, authorized to use, and uses the federal work authorization program; and provides Offeror with all affidavits required by the Act and the rules and regulations issued by the Georgia Department of Labor as set forth at Rule 300-10-1-.01 et. seq.


LAW FIRM AUTHORIZED SIGNATURE

4) MA (Initial here) Offeror agrees that, if Offeror employs or contracts with any sub-contractor in connection with the covered contract under the Act and DOL Rules 300-10-1-.01, et seq that Offeror will secure from each sub-contractor at the time of the contract the sub-contractor's name and address, the employee-number applicable to the sub-contractor, the date the authorization to use the federal work authorization program was granted to sub-contractor; the subcontractor's attestation of the subcontractor's compliance with the Act and Georgia Department of Labor Rule 300-10-1-.01, et seq.; and the subcontractor's agreement not to contract with sub-subcontractors unless the sub-subcontractor is registered, authorized to use, and uses the federal work authorization program; and provides subcontractor with all affidavits required by the Act and the rules and regulations issued by the Georgia Department of Labor as set forth at Rule 300-10-1-.01 et. seq.

5) MA (Initial here) Offeror agrees to provide the DeKalb County School District with all affidavits of compliance as required by O.C.G.A. § 13-10-90 et seq. and Georgia Department of Labor Rules 300-10-1-.01, et seq within five (5) business days of receipt.

[Signature]

 Signature Date

08/20/18

EEV/Basic Pilot Program Date of Authorization 03/04/14

User Identification Number 949991

Firm Name: Swift, Currie, McGhee & Hiers, LLP

Street/Mailing Address: 1355 Peachtree Street, NE, Suite 300

City, State, Zip Code: Atlanta, GA 30309

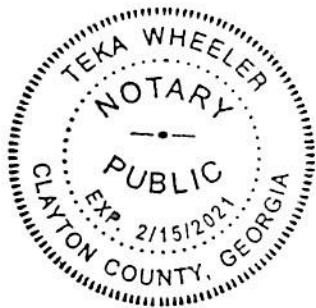
Telephone Number: 404-874-8800

Email Address: terry.brantley@swiftcurrie.com

SUBSCRIBED AND SWORN
 BEFORE ME ON THIS THE
20th DAY OF August, 2018

Notary Public [Signature]

My Commission Expires:



[Signature]

 LAW FIRM AUTHORIZED SIGNATURE

DEKALB COUNTY SCHOOL DISTRICT
Offeror E-Verify Affidavit

By executing this affidavit, the undersigned Offeror verifies its compliance with **Immigration Reform and Control Act of 1986 (IRCA), Pub.L. 99-603**, stating affirmatively that the individual firm or corporation which is engaged in services on behalf of the **DeKalb County School District** has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established by federal law and regulation. Furthermore, the undersigned Offeror will continue to use the federal work authorization program throughout the contract period. Offeror hereby attests that its federal work number and date of authorization are as follows:

Federal Work Authorization User Identification number: 949991

Date of Authorization: 03/04/14

Name of Project: _____

Solicitation Number (if applicable): _____

Name of Public Employer: DeKalb County School District

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

Executed on 08, 20, 2018 in Atlanta, GA
(city) (state)


Signature of Authorized Officer or Agent 

Printed Name and Title of Authorized Agent: Terry O. Brantley, Managing Partner

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE _____ DAY OF _____, 201__.

Notary Public _____

My Commission Expires: _____


LAW FIRM AUTHORIZED SIGNATURE

**DEKALB COUNTY SCHOOL DISTRICT
Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)**

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

Federal Work Authorization User Identification number: _____

Date of Authorization: _____

Name of Subcontractor: _____

Name of Project: _____

Solicitation Number (if applicable): _____

Name of Public Employer: DeKalb County School District

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

Executed on _____, _____, 201__ in _____, _____
(city) (state)


Signature of Authorized Officer or Agent _____

Printed Name and Title of Authorized Agent: _____

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE _____ DAY OF _____, 201__.

Notary Public _____

My Commission Expires: _____



LAW FIRM AUTHORIZED SIGNATURE

**DEKALB COUNTY SCHOOL DISTRICT
Subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(3)**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with _____ on behalf of the **DeKalb County School District** has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five (5) business days of receipt. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number: _____

Date of Authorization: _____

Name of Subcontractor: _____

Name of Project: _____

Solicitation Number (if applicable): _____

Name of Public Employer: **DeKalb County School District**

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

Executed on _____, _____, 201__ in _____, _____
(city) (state)


Signature of Authorized Officer or Agent _____

Printed Name and Title of Authorized Agent: _____

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE _____ DAY OF _____, 201__.

Notary Public _____

My Commission Expires: _____



LAW FIRM AUTHORIZED SIGNATURE

DEKALB COUNTY SCHOOL DISTRICT

Sub-subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(4)

By executing this affidavit, the undersigned sub-subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract for _____ and _____ on behalf of the **DeKalb County School District** has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned sub-subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned sub-subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the sub-subcontractor with information required by O.C.G.A §13-10-91(b). The undersigned sub-subcontractor shall submit, at the time of such contract, this affidavit to _____. Additionally, the undersigned sub-subcontractor will forward notice of the receipt of any affidavit from a sub-subcontractor to the contractor within five (5) business days of receipt. Sub-subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number: _____

Date of Authorization: _____

Name of Sub-subcontractor: _____

Name of Project: _____

Solicitation Number (if applicable): _____

Name of Public Employer: **DeKalb County School District**

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

Executed on ____, ____, 201__ in _____, _____ (city) _____ (state)


Signature of Authorized Officer or Agent _____

Printed Name and Title of Authorized Agent: _____

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE _____ DAY OF _____, 201__.

Notary Public _____

My Commission Expires: _____



LAW FIRM AUTHORIZED SIGNATURE

Attachment G

RFQ 19-01

DISTRICT WIDE LEGAL SERVICES

SIGNATURE PAGE

I certify that I have read this RFQ document in its entirety and agree to conform to and comply with the terms, conditions and requirements of this RFQ. I also certify that I am a duly appointed official of the offering company with the authority to authorize and engage this RFQ submittal. Further, I certify that the contents of the response to this RFQ are true, accurate and complete.

Terry O. Brantley

Printed Name/Engaging Authorized
Company Official

Managing Partner

Position/Title

Swift, Currie, McGhee & Hiers, LLP

Offeror's Company Name

Signature/Engaging Authorized
Company Official

terry.brantley@swiftcurrie.com

E-mail address

404-888-6160

Telephone Number

8/20/18

Date

LAW FIRM AUTHORIZED SIGNATURE

END OF RFQ

LAW FIRM AUTHORIZED SIGNATURE

A handwritten signature in blue ink, consisting of several loops and a long horizontal stroke extending to the right, positioned above the signature line.