



1701 MOUNTAIN INDUSTRIAL BOULEVARD, STONE MOUNTAIN, GEORGIA 30083

<http://www.dekalbschoolsga.org/solicitations>
<https://dekalbschoolsga.ionwave.net/Login.aspx>

March 3, 2022

**REQUEST FOR PROPOSALS (RFP) 22-490
INSURANCE PRODUCER SERVICES FOR
PROPERTY AND CASUALTY INSURANCE**

**PROPOSAL SUBMISSION DEADLINE - 2:00 PM, TUESDAY, MARCH 29, 2022
PUBLIC PROPOSAL ACKNOWLEDGEMENT - 3:00 PM, TUESDAY, MARCH 29, 2022**

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

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

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

3:00 PM, Tuesday, March 29, 2022

DeKalb County School District
Finance Conference Room
1701 Mountain Industrial Blvd.
Stone Mountain, Georgia 30083

**RFP Contact Person is: 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 RFP MUST BE LEGALLY AUTHORIZED TO BIND THE COMPANY.

COMPANY NAME _____

PRINT CERTIFYING/ENGAGING COMPANY OFFICIAL'S NAME

ADDRESS _____

SIGNATURE OF CERTIFYING/ENGAGING COMPANY OFFICIAL

TITLE OF CERTIFYING/ENGAGING COMPANY OFFICIAL

AREA CODE, TELEPHONE NO., AND EXTENSION _____

FEDERAL I.D. NUMBER _____

OFFEROR FAX NUMBER _____

DATE _____

OFFEROR E-MAIL ADDRESS _____

OFFEROR WEB ADDRESS _____

Time is of the essence. Specify your earliest _____ and latest _____ service commencement dates after receipt of award letter.

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:

Cancellation

Awards, contracts, and renewals may be canceled for convenience by the DeKalb County School District (DCSD) at any time. In the event of termination of contract by DCSD, the DCSD will be responsible only for those services that have been delivered and accepted according to the RFP requirements. Any cancellation for convenience by DCSD shall be effective three (3) business days after receipt of the Notice of Cancellation for convenience from DCSD by the Offeror.

Fiscal Year Funding Implications

The fiscal year for DCSD begins July 1 and ends June 30. This solicitation and any resulting contract(s) may contain renewal options. This solicitation, any resulting contract(s), and any renewal options shall terminate absolutely without further obligation on the part of DCSD at the end of the fiscal year in which this solicitation was issued and at each June 30 renewal anniversary date thereafter unless the successful offeror is notified otherwise and agrees in writing to the exercise of renewal options.

Payment to Successful Vendor(s)

Payment for goods and services will be made by electronic funds transfer (EFT) or ACH Paymode.

Vendor(s)/Supplier(s) doing business with DCSD are required to provide payment information when registering as a DCSD vendor at: <https://www.dekalbschoolsga.org/purchasing/>. Offerors must sign below acknowledging the above statement.

Signature of Engaging Official: _____

COMPANY NAME/ CERTIFYING OFFICIAL SIGNATURE

Date: _____
(Supplier Name / Certifying Official Signature)

Rights Reserved

DCSD reserves the right to accept or reject any and/or all parts of responsive proposals received and/or to reject all proposals submitted. DCSD reserves the right to award any resulting contract in the manner that is in the best interest of and most advantageous to DCSD. DCSD reserves the right to waive any technicalities or minor irregularities in responses received and to award the contract in the most beneficial manner for DCSD. 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.

Estimated Quantities

The quantities shown in this RFP document are estimates, which are provided for your information. However, actual quantities purchased by DCSD may vary.

Exclusions of Trade Usages

This RFP contains all of the terms, conditions and obligations to which the parties agree, and shall not be modified, controlled, explained, supplemented or affected in any way by any usage of trade not expressly included in this agreement.

No Obligation/No Award Guaranteed/Cost to Propose

The contract, if any, will be awarded to the offeror whose proposal offers the best value to DCSD in meeting the required scope of work described herein, if the appropriate funds are available and the contract is approved by the DeKalb County Board of Education. No obligation or commitment is incurred by the DeKalb County Board of Education from the receipt of any proposal, marketing materials, or presentations. There is no guarantee that any offeror will receive an award as a result of submitting a proposal. Any/all costs incurred by the offeror in preparation and submission of this proposal are the sole responsibility of the offeror. Expenses incurred by the offeror will not be reimbursed by DCSD or become a reason for contracting with the offeror. Offeror must sign below acknowledging the above statement:

Signature of Engaging Official: _____ Date: _____
(Company Name / Certifying Official Signature)

Conditional Proposals

Proposals that are conditional and/or in any way qualify or vary from the terms of these instructions, conditions, and specifications shall be considered non-responsive and disqualified.

Offeror Failure

COMPANY NAME/ CERTIFYING OFFICIAL SIGNATURE

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 RFP and subsequent agreement 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 IONWAVE DCSD WEBSITE, DEMAND STAR AND POSTED IN THE TEAM GEORGIA MARKETPLACE'S GEORGIA PROCUREMENT REGISTRY. Offerors are solely responsible for reviewing and making themselves aware of DCSD solicitations posted on the following website:

<https://dekalbschoolsga.ionwave.net/Login.aspx>

Proposal 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

COMPANY NAME/ CERTIFYING OFFICIAL SIGNATURE

PROPOSAL DEADLINE SHALL BE CONSIDERED RESPONSIVE AND ENTERED INTO THE PROPOSAL TABULATION.

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

<https://dekalbschoolsga.ionwave.net/Login.aspx>

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

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

PROPOSALS RECEIVED BY TELEGRAM, FACSIMILE, E-MAIL, OR TELEPHONE WILL NOT BE ACCEPTED.

COMPANY NAME/ CERTIFYING OFFICIAL SIGNATURE

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.

COMPANY NAME/ CERTIFYING OFFICIAL SIGNATURE



1701 MOUNTAIN INDUSTRIAL BLVD, STONE MOUNTAIN, GEORGIA 30083
<https://dekalbschoolsga.ionwave.net/Login.aspx>

REQUEST FOR PROPOSALS

RFP 22-490

INSURANCE PRODUCER SERVICES FOR PROPERTY AND CASUALTY INSURANCE

COMPANY NAME/ CERTIFYING OFFICIAL SIGNATURE

TABLE OF CONTENTS

DCSD Solicitation Boilerplate 1-6
 RFP Cover Page 7
 Table of Contents 8-9
 Attachments 33-81

PART I – BACKGROUND AND INFORMATION

A. Objectives 10
 B. General Information 10
 C. Procurement Process 11
 D. Addenda 11
 E. Proposal Deadlines 11
 F. Schedule of Events 11
 G. Format and Submission of Proposals 11-13
 H. Virtual Pre-Proposal Conference 13
 I. Proposal Contact Persons 13
 J. Prohibited Contacts 13
 K. Questions and Answers 14

PART II – GENERAL REQUIREMENTS

A. Offeror Performance 15
 B. News Release 15
 C. Non-Discrimination 15
 D. Drug Free Workplace 15
 E. Smoke Free Workplace 15
 F. Costs Incurred 15
 G. Insurance 16
 H. Indemnification 18
 I. Illegal Immigration Reform and Enforcement Act of 2011 19
 J. Interviews 20
 K. Contract Terms 20
 L. Permits and Applicable Laws 21
 M. Infringement 21
 N. Ownership Rights 21
 O. Non-Collusion 21
 P. Conflict of Interest 21
 Q. Financial Stability 22
 R. No Obligation/No Contract Guaranteed 22
 S. Confidentiality and Non-Disclosure 23

 COMPANY NAME/ CERTIFYING OFFICIAL SIGNATURE

TABLE OF CONTENTS (CONT'D)

PART III – SCOPE OF WORK

A. Purpose/Objective/Project Overview	23
B. Scope of Work.....	23-27
C. Company Profile.....	27
D. Background Check.....	27
E. References.....	27
F. Brochures, Catalogs, Manuals, Websites, Literature.....	27
G. Added Value.....	27
H. Authorization to Sell.....	28
I. Evaluation Criteria	28-30
J. Payments	30
K. Transition Plan	31
L. Required Content / Document Checklist.....	32

ATTACHMENTS

Attachment A – Cost Proposal Form.....	33-37
Attachment B – Insurance Producer Questionnaire.....	38-48
Attachment C - Information About DeKalb County School District’s Property Insurance.....	49
Attachment D - DeKalb County School District Insurance Policy Listings With Premiums.....	50-51
Attachment E - Critical Paragraphs.....	52
Attachment F – Offeror’s Client Reference Form.....	53
Attachment G – Statement of Confidentiality and Non-Disclosure.....	54
Attachment H – Suspension and Debarment Certification.....	55
Attachment I – Illegal Immigration Reform and Enforcement Act of 2011 Certification.....	56-61
Attachment J – Standard Form Agreement.....	62-80
Attachment K – Signature Page.....	81
Final Page.....	82

PART I BACKGROUND AND INFORMATION

A. OBJECTIVES

The DeKalb County School District (“DCSD”) is interested in obtaining and entering into a contract with an insurance producer to act as DCSD’s agent/broker (“Broker”) for its property and casualty insurance coverages/services. Due to DCSD’s unique and sophisticated insurance needs, it is critical that DCSD has a qualified Broker working on its risk management and insurance needs. The evaluation of the written proposals will be done by an evaluation committee selected specifically for this purpose.

The Broker will be selected based upon two criteria. The first is a review of their response to the attached questionnaire. The second is a review of their submission of competitive proposals from insurance companies for DCSD’s property and casualty insurance coverages.

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 100,000 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:

- 79 Elementary Schools
- 19 Middle Schools
- 20 High Schools
- 9 Start-up Charter Schools
- 2 Conversion Charter Schools
- 13 Specialized Learning Centers
- 8 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.

COMPANY NAME/ CERTIFYING OFFICIAL SIGNATURE

C. PROCUREMENT PROCESS

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

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, this is a **Mandatory Requirement**. All posted addenda must be printed, signed by the offeror, and included in the offeror's RFP submission. Click on the following link to the Purchasing Bulletin Board: <https://dekalbschoolsga.ionwave.net/Login.aspx>

E. PROPOSAL DEADLINES

Proposals in response to this RFP must be received by the DCSD Purchasing Department at 1701 Mountain Industrial Boulevard, Stone Mountain, Georgia 30083, no later than **2:00 PM, Tuesday, March 29, 2022**. Proposals received after the stated deadline will not be considered. Proposals will be acknowledged publicly on **Tuesday, March 29, 2022 at 3:00 PM**.

F. SCHEDULE OF EVENTS

1 st Consecutive Ad in Legal Organ	Thursday, March 3, 2022
2 nd Consecutive Ad in Legal Organ	Thursday, March 10, 2022
Deadline for Offerors to Submit Questions	Monday, March 14, 2022, 12:00 Noon
Posted Responses to Questions	Friday, March 18, 2022, 4:30 PM
RFP Submission Deadline	Tuesday, March 29, 2022, 2:00 PM
Virtual RFP Public Acknowledgment	Tuesday, March 29, 2022, 3:00 PM

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

G. FORMAT AND SUBMISSION OF PROPOSALS

The format requirements for RFP 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 RFP 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 RFP document. Each separate bullet point must be addressed individually. A response that does not adhere to a "point-by-point" format may be disqualified.

COMPANY NAME/ CERTIFYING OFFICIAL SIGNATURE

- 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.
- RFP 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.

SEE REQUIRED CONTENT / DOCUMENT CHECKLIST – PAGE 32.

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

SEALED PROPOSAL IDENTIFICATION LABEL:

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

<p>(SEALED PROPOSAL RESPONSE) RFP Number: RFP 22-490 Insurance Producer Services for Property and Casualty Insurance RFP Due Date: March 29, 2022 2:00 PM (EST) Company Name: _____ Company Mailing Address: _____ Contact Person Name: _____ Contact Telephone No.: (____) _____ Email _____ Address: _____</p>
--

SEALED PROPOSAL ADDRESS LABEL:

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

<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.

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

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

COMPANY NAME/ CERTIFYING OFFICIAL SIGNATURE

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

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

HAND DELIVERY SUBMISSION OF PROPOSALS: Prior to the submission deadline of Tuesday, March 29, 2022 at 2:00PM EST, an appointment must be scheduled with the Purchasing Department by submitting an email request to solicitationquestions@dekalbschoolsga.org. Please enter "Proposal Submission Appointment – RFP 22-490 Insurance Producer Services for Property and Casualty Insurance" in the subject line of your email. All appointments must be scheduled on a Monday, Tuesday, Thursday or Friday between 9:00AM-12:00PM Noon, before the March 29, 2022 proposal deadline. A confirmation of the appointment will be sent via email.

VIRTUAL PUBLIC ACKNOWLEDGMENT: The public acknowledgment will be held virtually through Microsoft Teams on Tuesday, March 29, 2022 at 3:00PM EST. Those who would like to attend the acknowledgement, please register no later than Monday, March 28, 2022 by 4:00PM EST, by sending an email to solicitationquestions@dekalbschoolsga.org. Please enter "Public Acknowledgement - RFP 22-490 Insurance Producer Services for Property and Casualty Insurance" in the subject line of your email. An invitation will be sent to those participants no later than Tuesday, March 29, 2022 by 10:00AM EST.

H. VIRTUAL PRE-PROPOSAL CONFERENCE

A pre-proposal conference is not scheduled for this RFP.

I. PROPOSAL CONTACT PERSONS

The assigned contact persons for offerors are Carla L. Smith, Purchasing Manager and Phyllis 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.

J. PROHIBITED CONTACTS

Except with the consent of the proposal contact person, 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 RFP, 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.

COMPANY NAME/ CERTIFYING OFFICIAL SIGNATURE

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.

K. QUESTIONS AND ANSWERS

It is intended that this RFP be adequate for any offeror to respond to DCSD's requirements. However, should offerors have questions all questions shall be submitted electronically to: Carla L. Smith at solicitationquestions@dekalbschoolsga.org. Questions submitted to any other mail box, voice mail or e-mail address will not be considered for response. **The deadline to submit questions is Monday, March 14, 2022 by 12 Noon**. Questions received after the deadline will not be considered. All questions received by 12 Noon, on Monday, March 14, 2022 will be answered in writing and both the questions and answers will be posted to the following website on or before Friday, March 18, 2022 4:30 PM. <https://dekalbschoolsga.ionwave.net/Login.aspx>.

COMPANY NAME/ CERTIFYING OFFICIAL SIGNATURE

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 RFP 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 RFP. The services shall not be delegated to subofferors or assigned to any third party.

B. NEWS RELEASE

Any news release or publicity pertaining to any phase of this project must be cleared through the DCSD Chief Communications and Community Relations Officer.

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 RFP, 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 RFP, 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 RFP or for any interview if requested. Any and all costs incurred by the offeror in preparing and/or submitting a response to this RFP 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 RFP.

COMPANY NAME/ CERTIFYING OFFICIAL SIGNATURE

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 RFP will be contingent upon receipt within six (6) 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 this agreement 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 I of this RFP) 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 established by the

COMPANY NAME/ CERTIFYING OFFICIAL SIGNATURE

General Assembly of the State of Georgia. Offeror shall have the 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 products and completed operations liability and 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 Auto 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 this agreement. 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 this agreement.

(d) 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 Auto Policies. Policy limits for the Commercial Umbrella or Excess Liability Policy shall have an annual aggregate limit not less than \$2,000,000.

(e) Under all coverage and certificates required hereunder, policies shall or be endorsed to include the following terms and conditions:

- (i) All policies and coverage 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 I of this RFP) 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 thereof.
- (f) Under coverage and certificates required under Sections 2(a), 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

COMPANY NAME/ CERTIFYING OFFICIAL SIGNATURE

may be placed with any insurer submitted by offeror, including 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 insured.

(iv) Shall waive all right of subrogation against Indemnitees (as defined in Part II, Section I of this RFP) 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 RFP).

(g) 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

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 RFP), 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.

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

COMPANY NAME/ CERTIFYING OFFICIAL SIGNATURE

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.

I. ILLEGAL IMMIGRATION REFORM AND ENFORCEMENT ACT OF 2011 (MANDATORY REQUIREMENT)

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).

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

1. Immigration and Security Certification
2. Offeror 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 Offeror E-Verify Affidavit, the Contractor Affidavit, the Subcontractor Affidavit and the Sub-Subcontractor Affidavit are found on pages 56-61 of this solicitation document. The Immigration and Security Certification, the Offeror E-Verify Affidavit, the Contractor Affidavit, Subcontractor Affidavit and the Sub-Subcontractor Affidavit must be completed, notarized and submitted with your proposal.

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 Offeror is not required to complete the Contractor Affidavit, the Subcontractor Affidavit and the Sub-Subcontractor Affidavit found on pages 59-61. **Please be advised that pages 56-58 must still be completed.**

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

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.

Offerors who are invited to one or more interviews will be required to provide a one (1) hour virtual presentation/demonstration of requested services.

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 firm fixed price and other terms shall be signed by the parties. **Services are to begin on or about the Spring of 2022.** The initial contract duration shall be approximately one year from the date of execution. The contract may/may not contain up to **four (4) one (1) year renewal options** contingent upon DCSD's offer of such renewal, the 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 for convenience by DCSD shall be effective three (3) business days after receipt of the Notice of Cancellation for convenience from DCSD by 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.

A contract is attached which includes all of the terms and conditions that the offeror must affirm and comply. Refer to *Attachment J, Standard Form Agreement for Non-Capital Professional Services*. Please review DCSD's attached contract terms and conditions prior to submitting a response to this RFP. Offerors should plan on the contract terms and conditions attached to this RFP being included in any award as a result of this RFP. Therefore, all costs associated with complying with these requirements should be included in any pricing quoted by the offeror.

By submitting a proposal, offeror acknowledges its acceptance of the RFP specifications and the contract terms and conditions without change except as otherwise expressly stated in the submitted proposal. If an offeror takes exception to a contract term or provision, the offeror must state the reason for the exception and state the specific contract language it proposes to include in place of the provision. Any exceptions to the contract must be submitted as an attachment to the offeror's response. Proposed exceptions must not conflict with or attempt to preempt mandatory requirements specified in the RFP.

COMPANY NAME/ CERTIFYING OFFICIAL SIGNATURE

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. If Offeror holds a professional certification which is licensed by the state of Georgia, Offeror shall submit a copy of their valid professional license. 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 RFP 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 RFP.

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 RFP. 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. Offeror must sign below acknowledging the above statement.

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

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 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

COMPANY NAME/ CERTIFYING OFFICIAL SIGNATURE

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 Engaging Official: _____ Date: _____
(Company Name / Certifying Official Signature)

Q. FINANCIAL STABILITY

1. Offerors shall provide a copy of their company’s financial statements for the previous two (2) years – for example 2020 and 2021.
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 – for example 2020 and 2021.
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 RFP does not commit DCSD to contract with any offeror to this RFP. There is no guarantee of any offeror receiving an award or contract as a result of submitting a response to this RFP.

Offeror must sign below acknowledging the above statement.

Signature of Engaging Official: _____ Date: _____
(Company Name / Certifying Official Signature)

S. CONFIDENTIALITY AND NON-DISCLOSURE (MANDATORY REQUIREMENT)

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

Offerors to this RFP 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.

COMPANY NAME/ CERTIFYING OFFICIAL SIGNATURE

Part III

SCOPE OF WORK AND REQUIREMENTS

A. PURPOSE / OBJECTIVE / PROJECT OVERVIEW

The DeKalb County School District (“DCSD”) is interested in obtaining and entering into a contract with an insurance producer to act as DCSD’s agent/broker (“Broker”) for its property and casualty insurance coverages/services. Due to DCSD’s unique and sophisticated insurance needs, it is critical that DCSD has a qualified Broker working on its risk management and insurance needs. The evaluation of the written proposals will be done by an evaluation committee selected specifically for this purpose.

The Broker will be selected based upon two criteria. The first is a review of their response to the attached questionnaire. The second is a review of their submission of competitive proposals from insurance companies for DCSD’s property and casualty insurance coverages.

With respect to the second criteria, due to the conceptual nature of submittals anticipated in response to this RFP, the insurance programs are not to be marketed by respondents at this time. Blocking or reserving insurers prior to award of this contract is prohibited. Brokers should not apply for insurance on behalf of the DCSD in a manner that would obligate the insurer to provide quotes exclusively to that Broker prior to award of a contract and the provision of insurance specifications. Failure to comply with the above referenced guidelines may be grounds for disqualification.

The relationship between the Broker and DCSD’s Risk Management Department is one of shared activities. The goal is the effective use of talents to achieve the most favorable results for DCSD.

The leadership of DCSD, and its residents, have an interest in assuring a fair, equitable relationship with the Broker. Therefore, it is in the best interest of DCSD to establish a reputation of professionalism and stability when managing DCSD’s insurance program.

With that in mind, after the award of the contract, the Broker must shop the market for competing insurance proposals every year. Additionally, DCSD reserves the right to negotiate directly with any insurance companies, underwriters or suppliers that are willing to do so. This is especially the case when there is an emergency need for coverage or when the anticipated premium for the coverage is so small as to not require or justify a formal solicitation between the competing firms.

COMPANY NAME/ CERTIFYING OFFICIAL SIGNATURE

Currently, DCSD purchases the following insurance policies and bond coverage: property and fine arts; excess workers' compensation and employers' liability reimbursement; student blanket professional liability; pipe organ, governmental crime; superintendent's bond; leased warehouse and leased parking lots; leased equipment, special events liability; and special purpose insurance policies. See Attachment "D," DeKalb County School District Insurance Policy Listings With Premiums (pages 50-51). That attachment is as of February 10, 2022, and provides information and history of insurance purchased since 2018.

B. SCOPE OF WORK

Offerors responding to this RFP are encouraged to be very specific and detailed in their responses to the following Scope of Work. Responses to this RFP will be evaluated for quality, comprehensiveness, and deliverables meeting the following scope of work and criteria. Please submit your response labeled: **Project Scope of Work**.

DCSD is interested in a Broker who will seek competitive, bindable insurance quotes for DCSD's major lines of property and casualty insurance business by soliciting insurance quotes and presenting proposals on DCSD's property and casualty insurance coverages/services. The Broker selected will depend on the quality of the proposal received and the areas of specialization. The Broker selected must have a local office that will provide personnel support and the bulk of services to DCSD. A national office, however, may support the local efforts.

First, the Broker will be evaluated based upon their responses to the attached questionnaire. The Broker should be qualified in the following three areas:

- Major property insurance,
- Casualty insurance having, net of commissions, anticipated premiums of \$100,000 or more, and
- Casualty insurance policies having, net of commissions, anticipated premiums of less than \$100,000.

Second, the Broker will then present competitive quotes for evaluation, from qualified insurance companies, that apply to DCSD's property and casualty insurance program needs. As a part of this second evaluation process, the Broker must not apply for insurance in a manner that would obligate the insurer to provide quotes exclusively to that Broker (or otherwise "block markets") before the formal release of a written request for the coverage. The primary objective is to obtain for DCSD, on a competitive basis, quality insurance coverage at a cost commensurate with the amount and quality of coverage.

Once the Broker is selected and a contract is executed, then the Broker will obtain, at the time needed, competitive quotes of a specific line or lines of coverage. Of course, after the contract between the Broker and DCSD is signed, then the Broker may approach the same insurance carriers for the coverages needed. After the contract is executed, if requested by an insurance carrier, the Broker will be provided with a "Broker of Record" letter.

COMPANY NAME/ CERTIFYING OFFICIAL SIGNATURE

Reservations of Rights: DCSD also purchases several smaller, special purpose policies through various vendors and with various renewal dates. Often these need to be procured on short notice. At times they are procured through associations or specialized programs to insure a specific type of risk exposure. These special-purpose policies (which include special events insurance, program-specific liability policies, and individual location policies, for example) are also covered by this RFP. DCSD, however, reserves the right to obtain these special-purpose policies outside this RFP relationship or, alternatively, to make arrangements with the selected Broker, as best suits the needs of DCSD at the time of procurement or renewal.

While it is expected, during this second stage of the evaluation, that the Broker will identify uninsured, under insured, and over insured risk exposures, should DCSD accept recommendations and attempt to secure additional insurance coverage for the exposures, DCSD reserves the right to seek competitive proposals from other sources. In addition, DCSD reserves the right to accept the proposal deemed to be in the best interest of the DCSD.

Services to be provided: In the solicitation of insurance quotes, the Broker will carry out the typical role of an insurance producer. Services will include, but are not limited to:

- Recommend, review, and understand DCSD's insurance specifications;
- Advise DCSD annually which insurance policies should be renewed through the existing insurer, and which should be renewed competitively in order to optimize stability and long-term premium costs;
- Provide DCSD annually with results of inquiries throughout the insurance marketplace of quotes for insurance even if the recommendation is to renew through the existing insurer;
- Consult with DCSD designated staff to formulate a marketing strategy that focuses on delivering a cost-effective risk management strategy and structure based on current market conditions;
- Work with DCSD staff on loss prevention and cost cutback plans;
- Agree upon and meet DCSD's schedules for submissions and other work products;
- Schedule work activities to procure quotes for expiring insurance policies in adequate time for them to be evaluated and properly approved in a timely fashion (*Special Note:* The Broker shall monitor the expiration date of existing insurance policies and provide DCSD's Risk Management with a formal report. The target date for submission of this formal report shall be three months in advance of the renewal date. If that is not feasible, the Broker must communicate in writing the reasons it is not feasible and must provide a firm commitment as to the date the report will be delivered.);
- Suggest innovative coverage and risk financing solutions to reduce DCSD's cost of risk;

COMPANY NAME/ CERTIFYING OFFICIAL SIGNATURE

- Identify and approach potential insurance markets that may be interested in quoting;
- Complete any necessary insurance applications, based on information and data provided by DCSD;
- Stay in contact with underwriters and DCSD's Risk Management Department to answer questions and to "sell" DCSD to the insurance company's underwriting unit;
- Obtain and document to DCSD all quotes and declinations the Broker receives;
- Analyze all quotes received;
- Prepare and present in writing and verbally a formal insurance proposal with the producer's top five received quotes. The proposal should include an analysis as to why the producer ranked the competitive quotes one through five;
- Following-up to bind coverage and obtain the policies that are accepted;
- Annually, by February 10 of each year, provide (based on current insurance market trends) an estimate for budgetary purposes of the anticipated renewal cost of each DCSD policy serviced by the firm;
- Identify risks faced by DCSD and formulation of suggested strategy for reduction of those risks by means other than the purchase of insurance;
- Provide mitigation of loss services to DCSD; and
- Assist, if requested, with claims submission on various insurance policies and with the tracking and record keeping of the claim outcome for future reference. DCSD will handle in-house the claims administration.

Additionally, the Broker awarded the contract will assist DCSD by reviewing DCSD's buildings and classifying, for those which have not yet been classified, according to standard ISO Construction Codes.

The Broker contracted should submit in advance of quote solicitations an insurance marketing plan.

When competitive proposals are obtained and submitted, the Broker should provide an analysis of each as to quality of the insurance policy and the cost effectiveness. The Broker should then recommend which of the offers would be most advantageous to DCSD.

The Broker should also submit a record of all insurance markets approached, the responses by each insurer, and the reason (if known) for all declinations.

Once a Broker has obtained a policy of insurance for DCSD, then any subsequent Broker will fulfill all the duties and responsibilities that are standard for the industry or required by insurance regulations.

COMPANY NAME/ CERTIFYING OFFICIAL SIGNATURE

Additionally, the subsequent Broker will provide any additional services that were offered in the original Broker proposal provided and accepted.

C. COMPANY PROFILE

Offerors to this Request for Proposal are required to demonstrate, and include with their submissions to this RFP, a full and complete company profile, to include, but not be limited to: the date of establishment, mission statement, type and confirmation of company's legal entity form, company's organizational structure/chart, principals' names and titles, company size in relation to industry, number of employees, company history, financial position, and all relevant current and past experience on similar projects in comparable K-12 school districts and references for those projects. The offeror should also include the educational background for staff that will be assigned to this project, including the company's overall experience in providing the requested services within this solicitation.

D. BACKGROUND CHECK

A criminal background check must be performed on all contractors, consultants, subcontractors, volunteers and vendors (hereinafter jointly referred to as "Individuals") who provide services on DCSD premises, supervise services on DCSD premises, or has contact with students. These Individuals shall undergo the same criminal background check, within the last 365 days, as required by DCSD employees. Such background checks will be performed by DCSD at the expense of the Individual at a cost of \$45.00 per individual. Additionally, any charges against the Individual, may be deemed unacceptable in DCSD's sole discretion regardless of whether dismissed, expunged, sealed, removed from the record, treated as a "first offender" or dead docketed. Upon receipt and evaluation of DCSD's background check results, DCSD may demand that the Individual have no contact with DCSD students or parents, or provide services to DCSD premises. Any failure of the contractor to obtain a criminal records background check through DCSD, as stated herein, may result in termination of any resulting contract between contractor and DCSD.

E. REFERENCES (MANDATORY REQUIREMENT)

Offeror must provide the names and contact phone numbers of at least three (3) current clients, preferably clients comparable to DCSD, for whom the offeror is providing or has provided services as defined within the scope of work. Refer to Attachment F – Offeror's Client Reference Form, (page 53). References will be contacted.

F. BROCHURES, CATALOGS, MANUALS, WEBSITES, LITERATURE

In addition to the formal response to this RFP, all offerors are encouraged to submit brochures, catalogs, manuals, website materials, industry literature, DVD's and any other marketing and informational media which will support and enhance their submission value.

G. ADDED VALUE

Offerors are encouraged to describe in detail all added value or additional services or benefits available and offered at no cost to DCSD in their RFP responses. Attach and label as "**ADDED VALUE.**"

COMPANY NAME/ CERTIFYING OFFICIAL SIGNATURE

H. AUTHORIZATION TO SELL

Offerors responding to this RFP must provide a Certificate of Authorization that authorizes offeror to sell the manufacturer's equipment, if applicable.

I. EVALUATION CRITERIA

DCSD advertises this RFP as an opportunity for interested and qualified firms specializing in providing services to submit responses consistent with the scope of work stated herein. Offerors to this RFP are encouraged to submit their most comprehensive, innovative and creative proposals for DCSD.

DCSD may, at its sole discretion, select or reject all or portions of the service(s) proposed from responsive and responsible offerors. As a part of the evaluation process, DCSD may find it necessary to evaluate the addition or deletion of components of an offeror's proposal in order to make equivalent comparisons to other proposals. DCSD will select the offeror whose proposal DCSD determines best meets the needs of DCSD, based on the requirements and evaluation criteria set forth herein.

The determination of the successful proposal will be based upon information supplied by the offeror in the RFP response and upon other information that will be obtained by DCSD as it deems necessary. Proposal conformance to RFP instructions, terms, conditions, and requirements is critical to offeror responsiveness.

The lowest-cost proposal submitted may not necessarily be determined to be the most responsive and responsible proposal when all factors have been considered. However, the quoted price is an important factor in the determination of the selected proposal.

All responsive offerors will be carefully reviewed and evaluated for responsibility, capacity, business strength, qualifications, expertise, demonstrated experience in providing insurance producer services for property and casualty insurance for large urban public school districts and highest and best value to DCSD with consideration to quality, approach, timeliness, dedicated personnel, and added value (if any). Proposal conformance to RFP instructions, terms, conditions, and requirements is critical to offeror responsiveness.

COMPANY NAME/ CERTIFYING OFFICIAL SIGNATURE

CRITERIA FOR SELECTION

Insurance Proposals will be evaluated based on qualifications and coverage proposals. The maximum total overall score is 200 points. The criteria are as follows:

First Criteria – Insurance Producer (“Broker”) Qualifications *(the purpose of this RFP)*

Relative Weight (Points)	Evaluation Criteria	Score
50	Agency and Personnel Qualifications <ul style="list-style-type: none"> • Qualifications and experience of Account Team including Support Staff • Size of Agency and ability to service DCSD’s needs; • Adequate insurance coverage; • In good standing with the Office of Insurance and Fire Safety Commissioner; • Convenience of Office location to DCSD headquarters; • References; and • Fees/Costs billed to DCSD 	
25	Marketing Services <ul style="list-style-type: none"> • Access to Excess & Surplus markets and Lloyds; • Knowledge of and experience with major rating plans and/or programs; and • Quality of Major Markets represented. 	
15	Special Insurance Needs <ul style="list-style-type: none"> • Exposure Identification; • Loss Control/Safety; • In-house based loss recording and analytical system; • Loss frequency and severity forecasts; • Loss development and trending analysis; • Property valuation; • Establish “Maximum Foreseeable Loss” and “Probable Maximum Loss” estimates; • Actuaries on staff; risk and loss control services; • Providing training in risk and loss control; and • Claims administration. 	
10	Quality of the written submission <ul style="list-style-type: none"> • Clearly written; • Responsiveness to instructions; • Brevity; and • Completeness. 	
100	TOTAL SCORE	

 COMPANY NAME/ CERTIFYING OFFICIAL SIGNATURE

Second Criteria – Broker’s Insurance Coverage Proposals (for future reference)

Relative Weight (Points)	Evaluation Criteria	Score
40	Coverage Quality	
60	<i>Net Cost</i> * to DCSD – including premiums, commissions, fees, and premium taxes.	
100	TOTAL SCORE	

DCSD prefers payment on a flat fee basis and anticipates that the Broker selected will be fully compensated on a *flat fee basis*. However, Brokers may propose to work on another basis when submitting the insurance proposals. In that case, please explain the basis (commission, fee for specific services, or some combination) on which you propose to be compensated for the services to be performed under the contract.

Answers to these questions will clarify the proposals submitted by the Broker: Are there limitations on the number of hours or the services that DCSD can access? What are the reasons for not submitting a proposal based upon a flat fee? If commission is contemplated, how is the commission determined? Will you agree to transparency with respect to all commissions paid? Please indicate clearly if any anticipated services will require additional compensation beyond the base commission or fee and, if so, the cost for such additional service.

* *Net Cost* will be determined on an item-by-item basis. The goal is to select one Broker to handle all the insurance needs of DCSD. There is no guarantee, however, that any one Broker will be awarded all lines of business. DCSD will entertain quotes for multiple lines of coverage but is under no obligation to accept any. As stated above, DCSD prefers payment to one Broker who is selected to handle all insurance needs on a flat fee basis that will be paid quarterly throughout the fiscal year.

J. PAYMENTS

Offerors must provide a firm fixed price for the entire project. By submitting a response to this Request for Professional Services, the successful offeror agrees that if the offeror does not complete the project on a mutually agreed terms, at DCSD’s sole election, DCSD may terminate any remaining obligation for performance under the agreement or contract; at DCSD’s sole election, any agreement or contract will be terminated without recourse. DCSD, at its sole option, will have the right to seek a new offeror to perform the required services.

COMPANY NAME/ CERTIFYING OFFICIAL SIGNATURE

K. TRANSITION PLAN

Transition on Commencement of Contract

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

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 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 service providers 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.

COMPANY NAME/ CERTIFYING OFFICIAL SIGNATURE

L. 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, Section G, Page 11, for additional information on the format and submission of proposals. Offerors are required to submit one (1) original, one (1) duplicate copy and one (1) electronic copy (flash drive) of the proposal of their response. Responses must be submitted on 8 1/2" x 11" single-sided stock.

All RFP submissions must include the following items and attachments.

The Request for Proposals document, RFP 22-490 Insurance Producer Services for Property and Casualty Insurance, **MUST BE** the first document in the submission; this document consists of 82 pages and is located at <https://dekalbschoolsqa.ionwave.net/Login.aspx1>

Table of Contents for your submission

- Addenda – Each individual Addendum must be printed, signed and inserted immediately following the Table of Contents **(Mandatory Requirement)**
- Certificate of Insurance **(Mandatory Requirement)**
- Company Financial Statements and Company Annual Reports
- Attachment A – Cost Proposal Form **(Mandatory)**
- Attachment B - Insurance Producer Questionnaire **(Mandatory)**
- Attachment E – Critical Paragraphs **(Mandatory Requirement)**
- Attachment F – Offeror's Client Reference Form **(Mandatory Requirement)**
- Attachment G - Statement of Confidentiality and Non-Disclosure **(Mandatory Requirement)**
- Attachment H – Suspension and Debarment Certification **(Mandatory Requirement)**
- Attachment I – Immigration & Security Certification **(Mandatory Requirement)**
- Attachment K – Signature Page **(Mandatory Requirement)**
- Company Profile
- Brochures, Catalogs, Manuals, Websites, Literature, DVDs and other marketing media
- Project Scope of Work
- Added Value

COMPANY NAME/ CERTIFYING OFFICIAL SIGNATURE

Attachment A
RFP 22-490
Insurance Producer Services for
Property and Casualty Insurance

Cost Proposal Form

The insurance producer offeror (“Broker”) must be willing to honor this fee proposal for up to 60 months after the DeKalb County Board of Education approval and acceptance of this RFP. The agreed upon fee will be reflected in the contract executed by DCSD and the Broker.

Each successful Broker responding to this RFP for Insurance Producer Services will furnish all labor, travel, resources, materials tools, equipment, and services required to satisfactorily complete the Scope of Services requested in this RFP for the total cost as stated below. Total cost 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 Insurance Producer Services for Property and Casualty Insurance, in accordance with the requirements of this RFP.

All costs listed below are inclusive. DCSD will not be responsible for charges that are not included on this Cost Proposal Form. DCSD prefers an annual fixed fee for services rendered; however, alternative cost proposals may be submitted as shown below.

Categories of Insurance Coverage Proposed for Qualification of Broker

Qualification of Brokers is preferred for all three categories below. Any combination, however, thereof will be considered:

- Major property insurance;
- Casualty insurance having, net of commissions, anticipated premiums of \$100,000 or more; and
- Casualty insurance policies having, net of commissions, anticipated premiums from \$50,000 through \$99,999.

Note: The premiums noted in Attachment “D,” DeKalb County School District Insurance Policy Listings with Premiums, are gross premiums. No fees are included on Attachment “D” for Broker services which are paid separately.

Check the category(ies) of Insurance Coverage for which you wish to be considered:

1. Major property insurance

COMPANY NAME/ CERTIFYING OFFICIAL SIGNATURE

- 2. Casualty insurance having, net of commissions, anticipated premiums of \$100,000 or more
- 3. Casualty insurance policies having, net of commissions, anticipated premiums of less than \$100,000.

Is your proposal contingent on your firm being the selected producer for two or more the categories above you have checked? _____ NO _____ YES

If you answered "YES", please state the Insurance Coverage categories that must be awarded together for your proposal to be valid:

Special Note: If you are proposing for two or three different categories of Insurance Coverage and not requiring that they all be awarded together for the proposal to be valid, then please attach a separate statement. That statement should indicate the discount (if any) off the Proposed Annual Fees stated below which you will offer DCSD if awarded more than one category of coverage.

If proposing an annual fixed fee for services as preferred by DCSD, then please complete the two blanks in each of the three categories below with the dollar amounts to be charged. The total annual fixed fee will be achieved by adding together the amounts listed in all three categories and should be listed by the Broker in number four below. If proposing some alternative cost structure, write on the first line "See Proposed Alternate Cost Structure Attached."

1. Major Property Insurance, Proposed Annual Fee:

\$ _____ (in figures)

Dollars (\$) _____ (in words)

2. Casualty Insurance having, net of commissions, Anticipated Premiums of \$100,000 or more; Proposed Annual Fee:

\$ _____ (in figures)

Dollars (\$) _____ (in words)

3. Casualty Insurance having, net of commissions, Anticipated Premiums of less than \$100,000; Proposed Annual Fee:

\$ _____ (in figures)

COMPANY NAME/ CERTIFYING OFFICIAL SIGNATURE

Dollars (\$) _____ (in words)

4. Total Proposed Annual Fee for all Insurance stated in 1 through 3 above:

\$ _____ (in figures)

Dollars (4) _____ (in words)

Proposed Fixed Cost Structure

If you proposed compensation above on a fixed fee for the Scope of Work described in the RFP. Please attach a statement to clarify the following points:

1. Please indicate clearly if there are any anticipated services will require additional compensation beyond the stated fixed fee and, if so, the cost for such additional services.
2. Kindly advise as to whether there are any limitations to the numbers of service hours DCSD will provided for these services?
3. The original annual contractual agreement may be for one year. That contract will allow DCSD to exercise and renewals for up to four (4) additional years. Explain for how many renewals the fixed annual fee will remain stable. If there is a limit of stability to less than four extensions, please state how will further renewal fees be determined?
4. On occasion, DCSD probably will need to procure some additional type of insurance coverage than those currently in place or for which Broker has not been assigned to provide. If your firm is asked to procure such insurance, are you willing for the specific policies in question to be compensated on the existing fixed fee bases reflected in the contract or will commission by the insurer be required?

Proposed Alternate Cost Structure

It is anticipated that the Broker whose proposal is accepted will be fully compensated on a *fee for services* basis. However, the Broker may propose to work on another basis when submitting the insurance proposals.

If that is the case, please explain the basis (commission, fee, or some combination) on which you propose to be compensated for the services to be performed under this contract. Are there limitations on the number of hours or the services that DCSD can access? If commission is contemplated, how is the commission determined? Will you agree to transparency with respect to all commissions paid? Please indicate clearly if any anticipated services will require additional compensation beyond the base commission or fee and, if so, the cost for such additional service.

COMPANY NAME/ CERTIFYING OFFICIAL SIGNATURE

The alternate cost structure must be clearly described to demonstrate advantages to DCSD versus a fixed cost structure. As stated above, DCSD prefers a fixed cost structure.

Proposed Fee Payment Schedule

Please attach a narrative that describes the frequency and the dollar amount of payments you wish to receive over a 12-month period. Bear in mind that DCSD prefers a quarterly payment of the total fixed fee made to the Broker over the fiscal year.

Please review and complete the following as part of the Cost Proposal Form.

Complete the following and submit with Cost Proposal Form.

Company Name

Authorized Company Representative Name (please print)

Title

Authorized Company Representative Signature

Date

Address

Phone

Fax

COMPANY NAME/ CERTIFYING OFFICIAL SIGNATURE

Special Additional Insurance Services Available

Below is a column listing “Additional Services” which DCSD may or may not need. These are services deemed to be beyond the minimum “Scope of Work” requirements. For each Additional Service listed, check if your firm can offer this service. If you do have the service available, check the appropriate column to indicate whether the service is included in your proposal at no additional cost or if it is available for purchases at an additional cost. Finally, provide as an attachment a brief narrative which describes the amount of service included in the proposed fees or the basis for calculation of any additional fees for these services. You may add up to three additional services if you wish.

Additional Services Possibly Needed	Check if Available	Check if included in the Cost Proposal at No added Cost	Check if Available but at an Additional Invoiced Cost	Descriptive Narrative attached
Exposure Identification	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Loss Control/ Safety	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
In-house based loss recording and analytical System	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Loss Development and trending analysis	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Property of Valuations	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Estimates of “Maximum Foreseeable Loss” and “Probable Maximum Loss”	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Actuaries on staff, risk, and loss control services	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

COMPANY NAME/ CERTIFYING OFFICIAL SIGNATURE

Providing training in risk and loss control	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Claims administration	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Other Services Offered:	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

 COMPANY NAME/ CERTIFYING OFFICIAL SIGNATURE

ATTACHMENT B
RFP 22-490
Insurance Producer Services for
Property and Casualty Insurance

INSURANCE PRODUCER QUESTIONNAIRE

Complete this questionnaire based on the activities of **your local office** unless the instructions provide otherwise. If expertise from other offices will be available and/or necessary in servicing our requirement, please specify these services, the offices, and personnel to be involved. Do not include the services of any insurance companies unless your agency owns the company or has a contract with the company to provide the services for clients such as DCSD. Include a copy of your annual report when returning this questionnaire, and any other material describing your services and organizations that you believe may be appropriate. Also, please include references as in the format shown in Attachment "F," Offeror's Client Reference Form.

Special note: It is anticipated and preferred that DCSD deal directly with one insurance producer ("Broker"), that will provide all the insurance services needed (especially the insurance marketing services) that are anticipated in the proposals submitted. The Broker selected will be qualified as evidenced by the response to this questionnaire. However, joint ventures; partnerships; and the use of subcontractors are not precluded from consideration. If such a multi-organization arrangement is proposed, such must be fully described in the proposal submitted, and each member firm of the total organization must be identified and evaluated for the services it is to provide. In that case, the lead organization must complete fully this Attachment "B," Insurance Producer Questionnaire, and each additional organization to be significantly participating in this project must also complete it to the extent that the items below apply to the services that Broker will be providing. Please mark as "N/A" all the items that do not apply to the services the specific partner in this proposal will provide.

The Broker selected pursuant to this RFP will be evaluated on two criteria. The completion of this questionnaire is needed for evaluation of the first criteria. For the second criteria, a review is conducted of the Broker's submission of competitive proposals from insurance companies for DCSD's property and casualty insurance coverages.

Date:

1. Name of Firm:

2. Categories of Insurance (Please note that the answer to question 2. and the response to the check list on the top of Attachment A, "Cost Proposal Form" (pages 33-37) should be the same.

COMPANY NAME/ CERTIFYING OFFICIAL SIGNATURE

In the event of a conflict between the Cost Proposal Form and the answer to this question 2, the signed Cost Proposal form shall prevail.)

Check all the categories of insurance you propose to pre-qualify to produce:

Major property insurance;

Casualty insurance having, net of commissions, anticipated premiums of \$100,000 or more;

Casualty insurance policies having, net of commissions, anticipated premiums of less than \$100,000.

Is your proposal contingent on your firm being selected producer for two or more of the categories that you have checked? Yes No

If you answered "Yes", please state the Insurance Coverage categories that must be awarded for your proposal to be valid:

Addresses and locations of all Offices (use separate sheets if necessary and identify the "home" office.)

Telephone Number of Local Office:

Fax Number of Local Office:

Date Firm Established:

3. Names of local office principals, their experience, and professional qualifications: (use separate sheets if necessary)

3.1

3.2

3.3

4. Names of personnel (including support staff) that will be assigned to the account:
Years with your firm and in the insurance industry (use separate sheet if necessary)

4.1

4.2

COMPANY NAME/ CERTIFYING OFFICIAL SIGNATURE

4.3

If selected, what type of guarantee can you give the DCSD Risk Management Unit that (excluding resignation, termination, promotion, or transfer) the personnel assigned to our account will continue to service our account?

5. How many employees in local office?

5.1 Number Designated CPCU _____ ARM _____ Other _____

6. Annual gross income of your local office regarding governmental entities:

6.1 Premiums (if applicable)

6.2 Commissions (if applicable)

6.3 Fees (if applicable)

6.4 Other

7. State the insurance coverages, limits, and current insurer your firm will carry during the duration of the contract to protect your company and your clients, as follows:

7.1 Insurance Producer Errors & Omissions

General Liability

Auto Liability

Employee Dishonesty Bond _____

Compensation _____

Workers'

(Please note that the limits must at least equal the minimum coverage specified elsewhere in this RFP. Consideration will be given to relevant insurance that exceeds the minimum required.)

7.2 Will you add the DCSD as additional insured to all the above policies except the insurance producer E&O, employee dishonesty bond, and workers' compensation?

Yes _____ No (Explain why not) _____

8. Have any of the agents/brokers currently in the local office ever had their insurance license suspended or revoked, or is any action currently pending with

COMPANY NAME/ CERTIFYING OFFICIAL SIGNATURE

the Georgia Insurance Department? (If yes, please explain

9. Do all the employees in your office meet the licensing requirements of the Georgia Insurance Department, if so required? (If no, please explain)

10. Based on your current knowledge of the DCSD, state the titles of the positions and your estimate of the number of days that will be required by your staff annually to meet the Scope of Work.

	<u>Title/Position</u>	<u>Estimated Maximum Number of Days</u>
TOTAL		

11. Exposure Identification Services:

11.1 Please describe your specific techniques and procedures which may be used to assist DCSD's Risk Management Unit in identifying current and anticipating new exposures to accidental loss and whether insurance provided by your firm covers these exposures.

11.2 Can Loss Control/Safety Inspections be made by your staff?

Yes _____ No _____

11.3 If you do not have in-house loss control/safety personnel, do you have an arrangement with an outside firm? _____ If so, please give their name and qualifications.

12. Risk Evaluation Services:

12.1 Although DCSD provides its own in-house claims

COMPANY NAME/ CERTIFYING OFFICIAL SIGNATURE

administration, do you have any claims staff that could assist, if needed, with the submission of a claim to an insurance carrier and the record keeping of those claims for future reference as needed for any renewal review?

- 12.2 Can your firm provide a claims audit of our workers' compensation and liability files? Note: This question is an inquiry as to Broker's capabilities to provide a claims audit. DCSD may or may not request actual audits depending on future circumstances.

Yes _____ No _____

Describe: _____

- 12.3 Can you provide loss frequency and severity forecasts?

Yes _____ No _____

Describe: _____

- 12.4 Can you provide loss development and trending analyses?

Yes _____ No _____

- 12.5. Do you provide property valuation services?

Yes _____ No _____

Describe: _____

- 12.6 Can you establish and/or review property "maximum foreseeable loss" and "probable maximum loss" estimates?

Yes _____ No _____

Describe: _____

13. Risk and loss control services:

- 13.1 Describe your internal loss prevention engineering capabilities, including number of specialists, their areas of expertise, their availability, and their cost. Specify any added services you offer to provide at no additional cost.

COMPANY NAME/ CERTIFYING OFFICIAL SIGNATURE

Fire Prevention

Boiler & Machinery

Personnel Safety

Industrial Safety

Industrial Hygiene

Commercial Auto Fleet Safety

Environmental Protection

Security

Police Services

Recreational Activity Safety

Cost Cut-Back Plans

Other

13.3 Can your staff provide training services in risk and loss control?

Yes _____ No _____

Describe: _____

14. Insurance Marketing Services:

14.1 Is your access to the excess or surplus lines market via:

(a) Your own organization?

_____, or

(b) An outside agency?

If external, which one(s)?

COMPANY NAME/ CERTIFYING OFFICIAL SIGNATURE

14.2 Which Lloyd's broker(s) do you use?

14.3 Describe your capabilities and experience in:

Wrap-Up Projects, Owner Controlled or Contractor Controlled Insurance programs

Self-Insurance Plans

Self-Insurance Pools

Layering of Insurance Coverages

Risk Retention Groups

15. Major insurance markets: (Please indicate the principal insurance companies used by your local office)

	Property Insurance Market	Estimated Annual Premium Volume December 31, 2020
1.		
2.		
3.		

	<u>Liability Insurance (Auto, General, Law & Educators' Legal Liability, D&O, EPLI)</u>	Estimated Annual Premium Volume December 31, 2020
1.		
2.		
3.		

	Excess Liability Insurance	Estimated Annual Premium Volume December 31, 2020
1.		
2.		
3.		

	Excess Workers' Compensation	Estimated Annual Premium Volume December 31, 2020
1.		
2.		
3.		

	Fiduciary Liability Insurance	Estimated Annual Premium Volume December 31, 2020
1.		
2.		
3.		

16. Please list the major insurance markets your company most frequently uses to provide quotes for the following types of coverage:

Property Insurance

1. _____
2. _____
3. _____

Fiduciary Liability Insurance

1. _____
2. _____
3. _____

SUPPLIER NAME/ CERTIFYING OFFICIAL SIGNATURE

Excess Liability Insurance

1. _____
2. _____
3. _____

Excess Workers' Compensation

1. _____
2. _____
3. _____

Crime Insurance

1. _____
2. _____
3. _____

17. Do you provide insurance producer services for any school districts that have over 10,000 employees and an operating budget over \$1,000,000,000? If so, how many?

17.1 Please list the school districts in Georgia that you provide insurance producer services, for any size or any operating budget.

17.2 For those school districts listed in response to 17.1 above, please provide a brief description of the types of insurance products you provide.

SUPPLIER NAME/ CERTIFYING OFFICIAL SIGNATURE

18. From time-to-time, DCSD or specific District facilities will need small insurance policies for specific, special purposes (special events, liability insurance to meet a specific landlord's needs, trip insurance, student blanket professional liability insurance, etc.). Describe any specialization you may have for providing small, commercial insurance policies. Is there a minimum premium per policy below which you do not wish to place insurance? Do you charge a policy service fee for small premium policies? If so, what is the fee and for what level of policy premiums is it charged?
19. What special experience, knowledge or resources might make your firm superior to other firms or how would your firm provide any unusual value to DCSD?
20. Based on your firm's knowledge of Georgia law, do you feel that Sovereign Immunity should be part of a defense under an insurance program at all levels of claims? Why or Why Not?
21. Does your firm have the capability to assist the School District in an evaluation of its Risk Management practices and operations?
- Yes _____ No _____
If yes, please describe your firm's capabilities including how your firm has assisted other clients.
22. What type of educational classes or material do you provide to your clients that can enhance their knowledge about insurance coverages, markets, or potential claims?
23. References: Please list three current references of organizations of similar size to DCSD. Use the form attached as Attachment "F", Offeror's Client Reference Form (page 53), and include the approximate annual premium (if not confidential).
24. References: Please list three references of organizations of similar size to DCSD whose business you lost in the last three years. Use the form attached as Attachment "F", Offeror's Client Reference Form and include the approximate annual premium (if not confidential).
25. If your firm is selected and awarded a line of coverage or several lines of coverage can you guarantee the County renewal pricing quotes at least 60 days in advance of the effective date?
- Yes _____ No _____
26. With that regard, please look at the chart contained in Attachment "D," DeKalb County School District Insurance Policy Listings with Premiums (pages 50-51).

For each policy with a current premium more than \$50,000; state how much lead time your firm would likely need to provide a quote at least 60 days in advance of the expiration. For the smaller

SUPPLIER NAME/ CERTIFYING OFFICIAL SIGNATURE

policies, state how much lead time would be needed for you to provide a quote at least 30 days in advance of expiration.

27. Describe how you will protect confidentiality of any claim reports and related information reported to your firm.

28. Describe how your firm designs, markets, and your philosophy of submitting the various lines of coverage that we purchase.

Signed: _____

Title: _____

Date: _____

ATTACHMENT C
RFP 22-490
Insurance Producer Services for
Property and Casualty Insurance

Information About DeKalb County School District's Property Insurance

The following is submitted for informational purposes only to provide insight into DeKalb County School District's current property insurance coverage. Refer to Part I.B, General Information (page 10) for the number of DCSD schools, centers, and stadiums.

The Property & Fine Arts premium covers DCSD property valued \$3,639,377,671. DCSD's property insurer for the period January 1, 2019, through January 1, 2021, was FM Global Insurance Company ("FM Global"). Notice was received in the fall of 2020 that FM Global would be imposing substantial premium increases, eliminating physical damage coverage for DCSD's vehicles, and increasing retention levels. Therefore, DCSD requested a comprehensive remarketing of its insurance program for insurers that have traditionally served large public school district property portfolios like DCSD's portfolio.

As a result of remarketing by the current Broker for DCSD, at its December 7, 2020, meeting, the DeKalb County Board of Education ("Board") approved the purchase of a semi-annual policy from Alliant Property Insurance Program ("APIP") for the period of January 1, 2021, through July 1, 2021. A semi-annual policy was purchased since the FM Global policy expired January 1, 2021, and since APIP had a common expiration date for all its members of July 1, 2021.

On July 1, 2021, the Board renewed DCSD's coverage with APIP for \$1,873,662.52. The renewal provided coverage for DCSD's Property, Equipment, Fine Arts, and Vehicles and Cyber Liability. The APIP program will also cover the District's vehicles for off road physical damage.

The APIP program also covered excess boiler coverage. This provides coverage for boiler explosion and machinery breakdown. Cyber liability coverage was also covered. This cyber liability coverage includes a \$500,000 aggregate limit of liability for breach response. This limit will increase to \$1,000,000 if Beazley Nominated Services Providers are used. The breach response coverage includes legal services, forensics, notification, credit monitoring and public relations/crisis management. First party coverage is also included. This provides coverage for business interruption, cyber extortion, data recovery, eCrime, cyrpto-jacking, reputation loss, criminal reward, computer hardware replacement costs and invoice manipulation. A history of the insurance premiums paid by DCSD since 2018 for property and fine arts is shown in Attachment D, DeKalb County School District Insurance Policy Listings with Premiums (pages 50-51).

SUPPLIER NAME/ CERTIFYING OFFICIAL SIGNATURE

Attachment D
RFP 22-490
INSURANCE PRODUCER SERVICES FOR PROPERTY AND CASUALTY INSURANCE

DeKalb County School District Insurance Policy Listings With Premiums

Policy	2018-19 Premium	2019-20 Premium	2020-21 Premium	2021-22 Premium
Excess Workers' Compensation	\$224,843.00	\$237,926.00	\$235,276.00	\$268,875.00 <i>(estimate)</i>
Directors & Officers, EPLI, ELL	\$228,043.00	\$198,500.00	<i>Non-Renewed</i>	<i>N/A</i>
Property & Fine Arts	\$1,186,449.00	\$1,360,178.00	\$1,501,456.00	\$1,873,633.00
Student Athletic Catastrophic	\$5,384.00	\$5,384.00	<i>Non-Renewed</i>	<i>N/A</i>
Student Catastrophic	\$76,922.00	<i>Non-Renewed</i>	<i>N/A</i>	<i>N/A</i>
Government Crime	\$27,000.00	\$27,000.00	\$29,099.00	\$31,580.00
Student Blanket Professional Liability	\$6,855.00	\$10,650.00	\$10,505.00	\$10,505.00
Pipe Organ	\$1,120.00	\$1,120.00	\$1,120.00	\$1,350.00
Event Liability for Graduation	\$12,728.64	\$12,265.00	<i>Not Purchased</i>	<i>Not Purchased</i>
Leased Warehouse and Leased Parking Lots	\$1,574.56	\$1,469.52	\$1,016.98	\$1,087.84

SUPPLIER NAME/ CERTIFYING OFFICIAL SIGNATURE

Superintendent Bond	\$3,500.00	\$3,500.00	\$7,150.00	<i>Paid through 7/1/2023</i>
Leased Equipment	\$351.00	\$1,110.00	\$2,315.00	\$2,439.00

SUPPLIER NAME/ CERTIFYING OFFICIAL SIGNATURE

ATTACHMENT E
RFP 22-490
Insurance Producer Services for
Property and Casualty Insurance

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) ____ This RFP does not commit DCSD to any offeror to this RFP. DCSD is not liable for any costs incurred by an offeror in responding to this RFP. There is no guarantee of any offeror receiving an award or contract as a result of submitting a response to this RFP.
- 2) ____ Any news release or publicity pertaining to any phase of this RFP will be the responsibility of DCSD and must be cleared through the DCSD'S Chief Communications and Community Relations Officer.
- 3) ____ 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 RFP. All addenda must be printed, signed by the certifying official and included in the RFP submittals. Failure to do so will cause the offeror to be deemed non-responsive to the requirements of this RFP.
- 4) ____ Offerors to the RFP agree to fully indemnify DCSD as stated in the RFP, Part II, H, page 18.
- 5) ____ 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) ____ 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) ____ Offeror understands that this solicitation requires Board of Education Approval.

SUPPLIER NAME/ CERTIFYING OFFICIAL SIGNATURE

ATTACHMENT F
RFP 22-490
Insurance Producer Services for
Property and Casualty Insurance

OFFEROR'S CLIENT REFERENCES
(Please copy this form and use one form per reference.)

Attach and label "Offeror's Client References."

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):

Time Period of Project or Contact _____

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

SUPPLIER NAME/ CERTIFYING OFFICIAL SIGNATURE

ATTACHMENT G
RFP 22-490
Insurance Producer Services for
Property and Casualty Insurance

Statement of Confidentiality and Non-Disclosure

Any non-public information made available to the offeror by DCSD in relation to this RFP shall be used only for those purposes outlined in the RFP 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 RFP, the offeror shall consult with the DCSD RFP contact person as identified in the RFP 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.

Offeror Company Name

Company Representative

Date

SUPPLIER NAME/ CERTIFYING OFFICIAL SIGNATURE

ATTACHMENT H
RFP 22-490
Insurance Producer Services for
Property and Casualty Insurance

SUSPENSION AND DEBARMENT CERTIFICATION

By submitting this RFP, 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 RFP, 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 RFP 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 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: _____ **Date:** _____
(Offeror Company Name/Certifying Official Signature)

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

SUPPLIER NAME/ CERTIFYING OFFICIAL SIGNATURE

ATTACHMENT I
RFP 22-490
Insurance Producer Services for
Property and Casualty Insurance

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 ensure 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) _____ **(Initial here)**: 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) _____ **(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) _____ **(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) _____ **(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.

SUPPLIER NAME/ CERTIFYING OFFICIAL SIGNATURE

- 4) _____ **(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) _____ **(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

Date

EEV/Basic Pilot Program
User Identification Number

Date of Authorization

Firm Name: _____

Street/Mailing Address: _____

City, State, Zip Code: _____

Telephone Number: _____

Email Address: _____

SUBSCRIBED AND SWORN

BEFORE ME ON THIS THE

_____ DAY OF _____, 20_____

Notary Public

My Commission Expires: _____

SUPPLIER NAME/ CERTIFYING OFFICIAL 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 authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification number: _____

Date of Authorization: _____

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: _____

SUPPLIER NAME/ CERTIFYING OFFICIAL 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: _____

SUPPLIER NAME/ CERTIFYING OFFICIAL 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: _____

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: _____

SUPPLIER NAME/ CERTIFYING OFFICIAL SIGNATURE

ATTACHMENT J
SERVICE AGREEMENT
BETWEEN THE
DEKALB COUNTY SCHOOL DISTRICT
AND _____

Service Provider: _____
Project Name: _____
Address: _____

RFP No.: 22-490
Description: Insurance Producer Services for
Property and Casualty Insurance

THIS SERVICES AGREEMENT and the below referenced documents attached as Exhibits (hereinafter the "Service Agreement") is made and entered into by and between the DeKalb County School District (hereinafter the "DCSD") whose address is 1701 Mountain Industrial Boulevard, Stone Mountain, Georgia 30083 and _____ (hereinafter the "Service Provider") whose physical address is _____. DCSD and Service Provider are referred to herein collectively as the "Parties" and individually as a "Party."

WHEREAS, DCSD desires to retain the services of a competent and qualified Service Provider to provide _____ services; and

WHEREAS, the DCSD has solicited for these services via an advertised request for proposals and has received numerous responsive proposals thereto; and

WHEREAS, after review and consideration of all responsive proposals, DCSD intends to engage the Service Provider to provide _____ services; and

WHEREAS, the Service Provider remains agreeable to provide DCSD the _____ services and represents that it is competent, qualified, capable, and prepared to do so according to the terms and conditions stated herein;

The Service Agreement consist of:

- a. This Service Agreement (Agreement for Services);
- b. Request for Proposal (RFP) No. 22-490 (**Exhibit A**);
- c. The Service Provider's Proposal to the above-numbered RFP, including pricing, and any applicable Scope of Services and any applicable Payment and Payment Terms Schedule attached except that objections or amendments by Service Provider that have not been explicitly accepted by DCSD in writing in this Service Agreement shall not be included in this Service Agreement and shall be given no weight or consideration; (**Exhibit B**);
- d. Board Directive Signed by the Superintendent and dated _____ (**Exhibit C**); and
- e. Notice of Award dated _____ (**Exhibit D**).

This Service Agreement together with the aforementioned exhibits collectively forms **the Service Agreement**. All prior and contemporaneous negotiations and Service Agreements between the Parties on the matters contained in this Service Agreement are expressly merged into and superseded by this Service Agreement. DCSD shall not be bound by any additional terms and conditions, including but not limited to, terms and conditions related to any provided service or good, limitations of the Service Provider's liability or any other third party's liability, limitation of warranties, packaging, invoices, service catalog, brochure, technical data sheet, electronic disclosures, electronic Service Agreements, or other document which attempts to impose any conditions at variance with or in addition to the terms and conditions of this Service Agreement.

Any inconsistency or conflict among the specific provisions of this Service Agreement shall be resolved as follows:

- a. First, by giving preference to the specific provisions of this Service Agreement and any change orders or modifications issued after execution of this Service Agreement;
- b. Second, by giving preference to the specific provisions of the RFP attached hereto as **Exhibit "A"**;
- c. Third, by giving preference to the specific provisions of Service Provider's Proposal, including pricing and any applicable Scope of Services and any applicable Payment and Payment Terms Schedule attached hereto as **Exhibit "B"**, except that objections or amendments by Service Provider that have not been explicitly accepted by DCSD in writing in this shall not be included in this Service Agreement and shall be given no weight or consideration.

NOW, THEREFORE, in consideration of the mutual promises, covenants and Service Agreements stated herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged by the Parties, DCSD and the Service Provider agree as follows:

ARTICLE 1

PARTIES TO THE SERVICE AGREEMENT

The DCSD’s address and its contact person are:

DeKalb County School District
1701 Mountain Industrial Blvd.
Stone Mountain, GA 30083

Attention: _____

Phone: _____

Fax: _____

Email: _____

With a copy to:

DeKalb County School District
1701 Mountain Industrial Boulevard
Stone Mountain, Georgia 30083

Attention: Mrs. Cheryl Watson-Harris, Superintendent

The Service Provider’s contact information is:

Company Name: _____

Address: _____

Contact Person: _____

Title: _____

Phone No. Office: _____

Email: _____

Any notice or consent required to be given by or on behalf of any Party hereto to any other Party hereto shall be in writing and shall be sent to DCSD or to the Service Provider by (a) registered or certified United States mail, return receipt requested, postage prepaid, (b) personal delivery, or (c) overnight courier service. All notices sent to the above addresses shall be binding unless said address is changed, and provided in writing to the other Party, no less than fourteen days before such notice is sent.

ARTICLE 2

DURATION OF AGREEMENT

2.1 **Agreement Term.** The term of this Service Agreement begins on the date executed by the last Party to

COMPANY NAME/ CERTIFYING OFFICIAL SIGNATURE

execute below (hereinafter the "Effective Date"). The performance period for this Service Agreement is one (1) year from the Effective Date.

2.2 **Agreement Renewal.** In addition to the base period of one (1) year, there are four (4) one-year optional renewal terms (each a "Renewal Term") to be exercised at the sole discretion and approval of DCSD. Additionally, as required by O.C.G.A. § 20-2-506, this Service Agreement shall terminate absolutely and without further obligation on the part of DCSD at the close of the calendar year in which it was executed and at the close of each succeeding calendar year for which it may be renewed, but shall be automatically renewed for each subsequent calendar year during the term unless DCSD terminates this Service Agreement, by providing Service Provider with thirty (30) days advance notice of termination prior to the end of the calendar year. Renewal will depend upon the best interests of the DCSD, funding, and Service Provider's performance subject to the other termination methods available to the DCSD herein.

2.3 **Total Obligation.** Pursuant to O.C.G.A § 20-2-506(b), DCSD's total obligation under this Agreement is as follows:

2019 \$ _____

ARTICLE 3

SCOPE OF SERVICES

3.1 DCSD does hereby retain Service Provider to furnish those services and to perform those tasks (collectively, the "Services") as further described in (i) the DCSD's Request for Proposal _____, to include all attachments and addenda, attached hereto as Exhibit "A" and incorporated herein by reference; and (ii) the Service Provider's final responsive thereto, attached hereto as Exhibit "B" and incorporated into this Agreement by this reference. A complete copy of the Scope of Work section of RFP #_____, to include the Service Provider's final responsive proposal, is attached as Exhibit "B" and made a part of this Service Agreement.

3.2 Service Provider shall be solely responsible for the professional quality, accuracy, competence, methodology, and the coordination of all Services performed pursuant to this Agreement.

3.3 DCSD's review, approval, or acceptance of any of the Service Provider's Services shall not be construed to: (i) operate as a waiver of any rights the DCSD possesses under this Agreement; or (ii) waive or release any claim or cause of action arising out of the Service Provider's performance or nonperformance of this Agreement. The Service Provider shall always remain liable to the DCSD in accordance with applicable law for any and all damages to the DCSD caused by the Service Provider's breach of this Agreement.

ARTICLE 4

COMPENSATION

4.1 The Service Provider agrees that the compensation for all services under this Service Agreement shall be the specific price set forth in the attached Exhibit "A" and Exhibit "B." There shall be no add-on charges of any kind.

ARTICLE 5

WORKING RELATIONSHIP

5.1 The Service Provider will function in cooperation with the DCSD's designated representative, which is set forth in Article 1 of this Service Agreement. The Service Provider will consult with the DCSD's representative before finalizing

COMPANY NAME/ CERTIFYING OFFICIAL SIGNATURE

recommendations or taking action at Program milestones or other key decision points. The Service Provider shall fully cooperate with the DCSD and, if applicable, the DCSD's representative or designee. Such cooperation shall include, without limitation, providing any requested information to the DCSD's representative and advising, meeting with, consulting with, and coordinating with the DCSD's representative.

5.2 The DCSD shall have the right, at its sole discretion, to demand and require the Service Provider to remove any employee or subcontractor working for the Service Provider on the Program and to replace the employee or subcontractor without cost or liability to the DCSD.

5.3 For purposes of safety and otherwise, the Service Provider, at all times, shall ensure its ability to thoroughly and clearly communicate, in any and all necessary languages, with the DCSD representative and with the Service Provider's employees, agents, representatives, and subcontractors. The Service Provider agrees to employ one or more supervisory-level personnel capable of thoroughly and clearly communicating, in any and all necessary languages, with the DCSD's representative and with the Service Provider's employees, agents, representatives, and subcontractors, and that such supervisory-level and language-capable personnel shall be stationed at and assigned to the location(s) or site(s) where, and at all times when, any and all work or services under this Service Agreement shall be performed.

5.4 The Service Provider shall ensure that any and all electronic devices, computers, software, hardware, equipment and other similar and related items that are utilized by the Service Provider, or any entity or person under the Service Provider's supervision or control, do not harm, or allow harm, to the DCSD's computers, systems, networks, and technology. The Service Provider shall take any and all measures possible to protect the DCSD's computers, systems, networks, and technology from viruses and other malicious codes.

ARTICLE 6

INVOICING AND AGREEMENT PRICE

6.1 **Invoices.** The Service Provider shall submit invoices, to DCSD, for services rendered pursuant to the attached Exhibit "A" and Exhibit "B." Invoices will be paid by DCSD within thirty (30) days after receipt of the invoice from the Service Provider. All invoices shall be submitted by Service Provider shall be submitted to: Ms. Carla Smith, Purchasing Manager III, DeKalb County School District, 1701 Mountain Industrial Boulevard, Stone Mountain, Georgia, 30083.

6.2 **Agreement Price.** DCSD shall pay, and the Service Provider shall accept, as full and complete payment for the Contractor's timely performance of its obligations hereunder the fixed price listed in Section 2.3. The price set forth in Paragraph 2.3 shall constitute the Agreement Price, which shall not be modified except where evidence acceptable to DCSD of changed market conditions and indices is produced. Any such proposed price escalation /de-escalation must be presented in writing with substantiating proof to DCSD, for approval, a minimum of ninety (90) days prior to taking effect.

ARTICLE 7

CANCELLATION OR TERMINATION BY DCSD

7.1 DCSD reserves the right to cancel or terminate this Service Agreement at any time for any reason, with notice in writing to the Service Provider. In the event of cancellation or termination, the DCSD shall pay to the Service Provider all compensation earned for actual services rendered. Any cancellation or termination by DCSD shall be effective within thirty (30) business days of the receipt of such cancellation or termination to Service Provider by DCSD.

7.2 Upon termination of this Service Agreement, the Service Provider shall:

7.2.1 Cease work under the Service Agreement and take all necessary or appropriate steps to limit disbursements and minimize costs

- 7.2.2 Immediately cease using and return to the DCSD, any personal property or materials, whether tangible or intangible, provided by the DCSD to the Service Provider
- 7.2.3 Cooperate in good faith with the DCSD and its employees, agents and contractors during the transition period between the notification of termination and the substitution of any replacement contractor(s); and
- 7.2.4 Immediately return to the DCSD any payments made by the DCSD for Services that were not delivered or rendered by the Service Provider.

ARTICLE 8

INDEPENDENT CONTRACTOR

8.1 The Service Provider and its employees shall perform as an independent contractor and not an employee or representative of the DCSD. The Service Provider retains sole and exclusive liability for all contributions, taxes or payments required to be made on account of the Service Provider's employees under federal or state income tax laws, unemployment and workers' compensation acts, social security acts, and all other legislation requiring employer contributions or withholdings.

8.2 The Service Provider shall maintain strict discipline among all personnel employed at DCSD, nor shall any person employed on any Program site have in his or her possession any drugs, alcohol or firearms. Unprofessional conduct, including but not limited to horseplay, wrestling, and fighting, shall not be permitted or allowed. No employee, subcontractor or representative of the Service Provider shall use any tobacco product while at any Program site, on any property owned by DCSD or at any function or event sponsored by or held on behalf of DCSD.

8.3 The Service Provider agrees that the Service Provider is not an employee of DCSD for purposes of the Patient Protection and Affordable Care Act, 42 U.S.C. § 18001, et seq. ("ACA"), or for any other purpose. The Service Provider agrees that the Service Provider will be responsible for reporting requirements under the ACA and certifies that the Service Provider has their own individual health plan coverage. The Service Provider agrees that the Service Provider shall make the necessary federal, state, and local filings and returns as required by law at the appropriate times, including, but not limited to, federal, state, and local income tax (including estimates), filings and returns required by the Self-Employment Contribution Act, and any other filing or return, required by federal, state, or local government. With respect to ACA compliance obligations, Service Provider acknowledges and agrees that:

- Service Provider is responsible for filing Form 1094-C and Form 1095-C with respect to all assigned workers assigned to DCSD;
- Service Provider is responsible for compliance with Internal Revenue Code Section 4980H with respect to assigned workers;
- If requested by DCSD in connection with any governmental audit or inquiry, Service Provider will cooperate in furnishing DCSD with detailed information on assigned workers as reasonably needed for DCSD to respond to such audit or inquiry, and at no additional charge;
- Service Provider will offer health plan coverage to assigned workers (and their dependents) that complies with the ACA's minimum value and affordability requirements and, during the term of their staffing Service Agreement; and
- In addition to any existing indemnification obligations set forth in Article 20, herein, Service Provider agrees to reimburse DCSD for any penalty or tax imposed against DCSD with respect to any assigned worker, and to indemnify and hold harmless DCSD against all liabilities,

penalties and fees that may be imposed upon DCSD, under Internal Revenue Code Section 4980H(a) or (b); *provided* that DCSD will provide prompt notice to Service Provider of its receipt of any notice of assessment of penalty or taxes under Code Section 4980H and Service Provider will cooperate fully with DCSD in contesting such assessment and accepting responsibility for its assigned workers.

ARTICLE 9

RESPONSIBILITY FOR SERVICES

9.1 In the performance of this Service Agreement, the Service Provider warrants that it shall consistently render its best efforts and shall exercise that degree of skill and care which others would exercise in like circumstances and that its Services will be performed without errors or omissions. Service Provider shall be responsible for the accuracy of its Services and any error and/or omission made by the Service Provider in any work under this Service Agreement. Services performed by the Service Provider shall be subject to review and acceptance in stages as required by the DCSD. Acceptance shall not relieve the Service Provider of its professional obligation to correct, at Service Provider's own expense, any errors in the S.

9.2 If Services performed by the Service Provider fail to meet the standards set forth in Paragraph 9.1, the DCSD may elect to have the Service Provider re-perform, or cause to be re-performed, at no cost to the DCSD any of the Services which fail to meet said standards where: (i) such failure appears during the performance of the Service Provider's Services or within one year from the date of completion of the Service Provider's Services, and (ii) the DCSD notifies Service Provider of any such failure within sixty (60) days of the time that the failure becomes apparent. This Paragraph 9.2 shall not be interpreted to limit the right of the DCSD to pursue and obtain any and all other remedies against the Service Provider at law or in equity.

9.3 Service Provider warrants that any goods to be produced to or delivered to DCSD during the course and scope of work for this Program will be of merchantable quality, free from defects in materials and workmanship.

9.4 DCSD acknowledges that the Service Provider shall be entitled to rely on the accuracy and currency of information supplied by the DCSD or by any of the DCSD's contractors or consultants, or available from generally accepted reputable sources.

9.5 DCSD MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED.

ARTICLE 10

OWNERSHIP OF WORK PRODUCT

10.1 Any reports, recommendations, estimates, specifications, drawings, technical data, sketches, computer software, and all other information developed, created, procured or requested by the Service Provider in connection with its performance under this Service Agreement (the "Information") shall be the property of the DCSD. In entering into this Service Agreement, the Service Provider hereby transfers to the DCSD all right, title, and interest, including the copyright, in and to the Information.

10.2 Any reports, recommendations, estimates, specification, drawings, technical data, sketches, computer software, and all other information developed by equipment vendors or other third parties that relate to the Program shall be the property of the DCSD. This provision shall not act to transfer rights of DCSDs of standard software or specification packages for which copyright is retained by the developer.

10.3 All original technical data, evaluations, reports and other work product of the Service Provider shall be delivered to the DCSD upon the completion, cancellation or termination of Services under this Service Agreement within three (3) business days of such completion, cancellation or termination. The Service Provider may retain one (1) copy of all documents produced by the Contractor for its permanent file.

ARTICLE 11

ACCOUNTING AND RECORDS

11.1 The Service Provider shall maintain a system of accounting and record keeping for all Services. Further, the Service Provider will allow the DCSD's inspection of necessary supporting receipts and documentation for audit purposes for a period of six (6) years after completion of Services provided under this Service Agreement.

ARTICLE 12

COMPLIANCE WITH LAWS

12.1 The Service Provider shall comply with all federal, state and local laws, regulations, ordinances, and DeKalb County Board of Education policies that are in any way applicable to the performance of its Services under this Service Agreement including but not limited to laws governing health, safety, the protection or preservation of the environment, and occupational licensing.

ARTICLE 13

EQUAL EMPLOYMENT OPPORTUNITY

13.1 The Service Provider will not discriminate against any worker, employee or applicant for employment because of race, color, religion, sex, national origin, age, citizenship status, veteran status, sexual orientation or handicap. The Service Provider will take affirmative action to ensure that applicants are employed, and that workers are treated during employment, without regard to their race, color, religion, sex, national origin, age, citizenship status, veteran status, sexual orientation or handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

ARTICLE 14

CONTINGENCY FEES

14.1 The Service Provider represents that it has not employed and shall not employ any person other than its own principals and employees to solicit this Service Agreement or any contract with the DCSD, and that it has not and shall not pay any person other than its own principals and employees any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Service Agreement or any other contract with the DCSD

ARTICLE 15

SUBCONTRACTORS

15.1 Service Provider shall manage all work and Services performed under this Service Agreement. Upon the DCSD's prior written consent, the Service Provider may subcontract all or part of the Services to be provided. In such event, the rights and obligations of the Service Provider and the DCSD will not be diminished.

15.2 All of the Service Provider's Subcontractors shall be directly responsible to Service Provider and shall be under the Service Provider's direct supervision. The Service Provider shall be as fully responsible and accountable to the DCSD for the acts and omissions of its Subcontractors and of persons either directly or indirectly employed by Subcontractors in the performance of Services under this Service Agreement as the Service Provider is for the acts and omissions of persons it directly employs. Other than the DCSD being a third-party beneficiary to any Service Agreement between the Service Provider and its

Subcontractors, no other contractual relationship between DCSD and any subcontractor is created by any provision contained in this Service Agreement.

15.3 If the Service Provider utilizes Subcontractor(s) with respect to this Service Agreement then the Service Provider will require Subcontractor(s) to comply with all terms and conditions of this Service Agreement including, but not limited to the insurance requirements. The Contractor shall require all Subcontractors to supply a certificate of insurance as required herein before the Subcontractor commences any work.

ARTICLE 16

SUCCESSORS AND ASSIGNS

16.1 The Service Provider shall not assign its rights hereunder, excepting its right to payment, nor shall it delegate any of its duties hereunder without the written consent of the DCSD. Subject to the provisions of the immediately preceding sentence, each Party hereto binds itself, its successors, assigns and legal representatives to the other and to the successors, assigns and legal representatives of such other Party.

ARTICLE 17

INSURANCE

17.1 The Service Provider and all Subcontractors shall maintain insurance in the types and coverage amounts shown below, which insurance shall provide coverage for Service Provider during the term of this Service Agreement. Prior to the date the Service Provider signs this Service Agreement, the Service Provider shall provide the DCSD with (i) an endorsement from the insurer naming the DeKalb County School District and The DeKalb County Board of Education as an additional insured under the liability policies and (ii) certificate(s) verifying that these insurance coverages and limits are in force. Additional certificates of insurance shall be provided whenever individual policies are renewed (or replaced) on their anniversary date and at such other times as the DCSD requests.

17.2 If the Service Provider is a joint venture involving two (2) or more entities, then each independent entity shall satisfy the limits and coverages specified below or the joint venture will be a named insured under each respective policy specified.

17.3 The insurance requirements of this Service Agreement are:

Type of Insurance	Coverage Limits
Workers Compensation	\$1,000,000
Employer’s Liability	\$1,000,000 annual aggregate
Comprehensive General Liability Including Contractual Liability, Bodily Injury and Property Damage	\$2,000,000 annual aggregate \$1,000,000 per occurrence
Comprehensive Auto Liability Bodily Injury and Property Damage Covering Owned, Hired and Non-Owned Autos	\$3,000,000 per accident
Professional Liability	
Umbrella or Excess Insurance	\$5,000,000 annual aggregate

17.4 The Service Provider waives all rights, including rights of subrogation, against the DCSD and its respective directors, officers, partners, Board Members, officials, agents, insurers, subcontractors, consultants and employees for damages covered by any type of insurance during and after the completion of the Work.

17.5 Certificates of Insurance must be executed with the following provisions:

- (a) Certificates to contain policy number, policy limits, and policy expiration date of all policies issued in accordance with this Service Agreement;
- (b) Certificates to contain the project number, location of property, name of property and operations information to which the insurance applies;
- (c) Certificates are to be issued to:
DeKalb County School District
DeKalb County Board of Education
1701 Mountain Industrial Blvd.
Stone Mountain, GA 30083
Attention: Risk Management Department
- (d) Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least sixty (60) days prior written notice to the DCSD.
- (e) Service Provider shall be responsible and have the financial wherewithal to cover any deductibles or retentions included on the certificate of insurance.

ARTICLE 18

ILLEGAL IMMIGRATION REFORM AND ENFORCEMENT ACT OF 2011

18.1 The Illegal Immigration Reform and Enforcement Act of 2011 applies to and is a requirement for all DCSD Contracts for physical performance of services (i.e. public works contracts).

18.2 Service Provider's compliance is set forth in Exhibit "B". The Service Provider warrants and represents that evidence of the Service Provider and their subcontractor(s)' compliance by completing the following forms is included in Exhibit "B" and incorporated herein as reference:

- (a) Immigration and Security Certification
- (b) Contractor Affidavit
- (c) Subcontractor Affidavit
- (d) Sub-Subcontractor Affidavit

ARTICLE 19

TERMINATION FOR CAUSE

19.1 Either Party hereto may terminate this Service Agreement upon giving seven (7) days prior written notice to the other Party in the event that such other Party substantially fails to perform its material obligations set forth herein. Any Party seeking to terminate this Service Agreement for cause shall, as a condition precedent to the termination of this Service Agreement, provide the other Party written notice specifically describing its failure to perform its material obligations and allow that Party thirty (30) days after receipt of the notice in which to cure any performance deficiency.

ARTICLE 20

INDEMNIFICATION

20.1 The Service Provider agrees to hold harmless and indemnify the DCSD, its Board, officers, employees and representatives (herein “Released Parties”) from and against any and all liability, claims, actions, causes of action, losses, damages, demands, suits, judgments, costs and expenses arising out of bodily injury (including death) to persons, damage to property, or financial loss, including, but not limited to, any and all costs, expenses, legal fees and liabilities, incurred in and about investigation, defense or prosecution thereof, to the extent caused in whole or in part by a negligent act, error or omission of the Service Provider or any subcontractor(s), or as a result of defective Services under this Service Agreement.

20.2 The Service Provider further agrees to release, indemnify, defend and hold harmless the Released Parties from any and all claims, demands, rights, liabilities and causes of action inuring to the Service Provider from events over which the Released Parties exercise no control. The Service Provider further agrees to indemnify, defend and hold harmless the Released Parties from any and all claims, demands, rights, liabilities and causes of action arising out of DCSD’s performance under this Service Agreement.

ARTICLE 21

AGREEMENT ADMINISTRATION

21.1 DCSD and the Service Provider have each appointed certain individuals whose names and phone numbers appear in Article 1 to be their respective representatives in the administration and performance of this Service Agreement. The DCSD’s representative shall have no power or authority to change this Service Agreement, or to execute or agree to any change orders. The DCSD may change its representative or declare a designee by written notice to the Service Provider.

21.2 To be binding against the DCSD, and as a condition precedent thereto, any addition, deletion or modification to the terms of this Service Agreement must be in writing and signed by the DCSD. The Service Provider acknowledges that the DCSD does not, and will not be deemed to, waive this condition precedent under any circumstances.

21.3 Failure of the DCSD or the Service Provider to insist in any one or more instances on performance of any of the terms and conditions of this Service Agreement, or to exercise any right or privilege contained in this Service Agreement or the waiver of any breach of the terms and conditions of this Service Agreement, shall not be considered as creating or constituting a waiver of any such terms, conditions, rights or privileges, and the same shall continue and remain in force and effect.

21.4 The Service Provider and the DCSD will adhere to all applicable health and safety laws, rules and regulations including Occupational Safety and Health Administration’s (“OSHA”) Rules and Regulations effective at the time the work was performed.

21.5 This Service Agreement shall be governed by the laws of the State of Georgia.

ARTICLE 22

PUBLIC RECORDS

22.1 The laws of the State of Georgia, including the Georgia Open Records Act, as provided in O.C.G.A. Section 50-18-70 et seq., require procurement records and other records to be made public unless otherwise provided by law.

ARTICLE 23

FORCE MAJEURE

23.1 The Service Provider will not be responsible or liable in any way for delay or failure to perform its obligations under this Service Agreement during any period which performance is prevented or hindered by conditions reasonably beyond its control, acts of God, fire, flood, and other unusually adverse weather conditions, war, embargo, explosions, riots, laws, rules, regulations and order of any governmental authority.

ARTICLE 24

CAPTIONS

24.1 The headings in this Service Agreement are for the convenience of the Parties hereto and shall in no way affect the construction or interpretation of this Service Agreement or any part hereof.

ARTICLE 25

ENTIRE SERVICE AGREEMENT

25.1 This Service Agreement constitutes the entire and exclusive Service Agreement between the Parties with reference to the Services and supersedes any and all prior communications, discussions, negotiations, understandings, or Service Agreements. This Service Agreement may be amended only by a writing signed by both the DCSD and the Service Provider. The signature of Service Provider below, represents to DCSD that he/she is duly authorized to execute and deliver this Service Agreement on behalf of Service Provider.

ARTICLE 26

MISCELLANEOUS

26.1 Unless otherwise expressly provided to the contrary in this Service Agreement, the term “day” shall mean calendar day.

26.2 Any claim, dispute or other matter in question arising out of or related to this Service Agreement shall be subject to mediation as a condition precedent to the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Service Provider’s services, the Service Provider may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation. The DCSD and Service Provider shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other Party to this Service Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a civil action but, in such event, mediation shall proceed in advance of legal or equitable proceedings, which may be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by Service Agreement of the parties or a court order. The Parties shall share the mediator’s fee and any filing fees equally. The mediation shall be held in the place where the Program is located, unless another location is mutually agreed upon. Subject to the express approval of the DeKalb County Board of Education, agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

26.3 The exclusive venue for any civil action arising out of or related to this Service Agreement shall be in the federal, superior, or state courts of DeKalb County, Georgia. If any civil action is instituted to interpret, enforce or rescind this

Service Agreement, the prevailing party in such lawsuit shall be entitled to recover, in addition to any other relief awarded, its reasonable attorney fees and other fees, costs, and expenses of every kind, incurred in connection with the lawsuit.

26.4 If any provision of this Service Agreement or the application thereof to any person or circumstance shall to any extent be held invalid, then the remainder of this Service Agreement or the application of such provision to persons or circumstances, other than those as to which it is held invalid, shall not be affected thereby, and each provision of this Service Agreement shall be valid and enforced to the fullest extent permitted by law.

26.5 This Service Agreement may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same Service Agreement. A scanned or photocopied of an original signature shall be deemed an original for purposes of this Service Agreement.

26.6 Service Provider, and all personnel of Service Provider, agree to a background check. The Service Provider, and all personnel of Contractor, shall undergo the same criminal background check, within the last 365 days, as required by DCSD employees. Such background checks will be performed by DCSD at the expense of the Service Provider. Additionally, any charges against the Service Provider, or personnel, may be deemed unacceptable in DCSD's sole discretion regardless of whether dismissed, expunged, sealed, removed from the record, treated as a "first offender" or dead docketed. Upon receipt and evaluation of DCSD's background check results, DCSD may demand that the personnel named in the check result, not provide services to DCSD premises. Any failure of the Service Provider, or personnel, to obtain a criminal records background check through DCSD, as stated herein, may result in termination of any resulting contract between Service Provider and DCSD. Confirmation of background checks must be submitted in writing prior to commencement of any services to DCSD to: Ms. Carla Smith, Purchasing Manager III, DeKalb County School District, 1701 Mountain Industrial Boulevard, Stone Mountain, Georgia, 30083.

26.7 Service Provider shall obtain prior written approval from DCSD's Department of Communications before the distribution of any news, press release or any marketing materials, by Service Provider, which mentions DCSD, DeKalb County Board of Education, or any of the schools or centers within DCSD, or uses DCSD's logo or trademark. All requests for prior written approval shall be sent to: Communications Department, DeKalb County School District, 1701 Mountain Industrial Blvd., Stone Mountain, Georgia, 30083.

IN WITNESS WHEREOF, the DCSD and the Service Provider, agreeing to the above terms and conditions and intending to be legally bound and each acting through persons duly authorized, have placed their signatures on duplicate original copies of this Service Agreement.

DCSD:

SERVICE PROVIDER:

DEKALB COUNTY SCHOOL DISTRICT

By: _____

[Signature]

By: _____

[Signature]

[SEAL]

Mrs. Cheryl Watson-Harris, Superintendent

Print Name: _____

Title: _____

1701 Mountain Industrial Blvd
Stone Mountain, GA 30083

Address

[Date of Execution]

[Date of Execution]

EXHIBIT "A"

DeKalb County School District RFP No. _____

For

_____ Services

COMPANY NAME/ CERTIFYING OFFICIAL SIGNATURE

EXHIBIT "B"

Service Provider's Proposal including pricing
and any applicable Scope of Services
and any applicable Payment and Payment Terms Schedule
attached except that objections or amendments by the
Service Provider that have not been explicitly accepted by DCSD in Writing In this Service
Agreement and Contract shall not be included in the Contract Documents Or this
Service Agreement and shall be given no weight or consideration

EXHIBIT "C"

DeKalb County Board of Education Directive

Signed by the Superintendent and dated _____

COMPANY NAME/ CERTIFYING OFFICIAL SIGNATURE

EXHIBIT "D"

Notice of Award Letter Dated _____

COMPANY NAME/ CERTIFYING OFFICIAL SIGNATURE

END OF EXHIBITS

**ATTACHMENT K
RFP 22-490
INSURANCE PRODUCER SERVICES FOR
PROPERTY AND CASUALTY INSURANCE**

SIGNATURE PAGE

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

Printed Name/Engaging Authorized
Company Official

Position/Title

Offeror's Company Name

Signature/Engaging Authorized
Company Official

E-mail address

Telephone Number

Date

COMPANY NAME/ CERTIFYING OFFICIAL SIGNATURE

END OF RFP