



1701 MOUNTAIN INDUSTRIAL BOULEVARD, STONE MOUNTAIN, GEORGIA 30083

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

September 1, 2022

REQUEST FOR PROPOSALS (RFP) 23-542 COMPREHENSIVE FINANCIAL AUDIT OF CARES/ESSER SPENDING

PROPOSAL SUBMISSION DEADLINE - 2:00 PM, TUESDAY, SEPTEMBER 27, 2022
VIRTUAL PUBLIC PROPOSAL ACKNOWLEDGEMENT - 3:00 PM, TUESDAY, SEPTEMBER 27, 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, September 27, 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: _____

Date: _____
(Supplier Name / Certifying Official Signature)

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

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.

SUPPLIER NAME/ CERTIFYING OFFICIAL SIGNATURE

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.

2 CFR 200.322(a)**§ 200.322 Domestic preferences for procurements.**

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, or other manufactured products).

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

SUPPLIER 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.

SUPPLIER 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.

SUPPLIER NAME/ CERTIFYING OFFICIAL SIGNATURE



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

REQUEST FOR PROPOSALS

RFP 23-542

COMPREHENSIVE FINANCIAL AUDIT OF CARES/ESSER SPENDING

SUPPLIER NAME/ CERTIFYING OFFICIAL SIGNATURE

TABLE OF CONTENTS

DCSD Solicitation Boilerplate.....	1-6
RFP Cover Page	7
Table of Contents.....	8-9
Attachments	29-61

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
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	20
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	22

TABLE OF CONTENTS (CONT'D)

PART III – SCOPE OF WORK

A. Purpose/Project Overview.....	23
B. Scope of Work.....	23-26
C. Company Profile.....	26
D. Background Check.....	26
E. References.....	26
F. Brochures, Catalogs, Manuals, Websites, Literature.....	26
G. Added Value.....	26
H. Authorization to Sell.....	26
I. Evaluation Criteria	26
J. Payments	27
K. Transition Plan	28
L. Required Content / Document Checklist.....	29

ATTACHMENTS

Attachment A – Description of Qualifications and Experience.....	30
Attachment B – Cost Proposal Form.....	31
Attachment C - Critical Paragraphs.....	32
Attachment D – Offeror’s Client Reference Form.....	33
Attachment E – Statement of Confidentiality and Non-Disclosure.....	34
Attachment F – Suspension and Debarment Certification.....	35
Attachment G – Illegal Immigration Reform and Enforcement Act of 2011 Certification.....	36-41
Attachment H – Standard Form Agreement.....	42-60
Attachment I – Signature Page.....	61
Final Page.....	62

PART I BACKGROUND AND INFORMATION

A. OBJECTIVES

CARES (Coronavirus Aid, Relief and Economic Security) and ESSER (Elementary and Secondary School Emergency Relief) funds were released for use in the wake of the COVID-19 outbreak. The DeKalb County School District (DCSD) is seeking highly qualified, capable and professional entities with experience with K-12 school districts comparable to DCSD, to perform an audit of DCSD CARES/ESSER Spending.

Awarded offeror shall provide services in accordance with the specifications, requirements and terms and conditions stated herein. Services shall include all labor, materials, tools, specialized equipment, supplies, electricity utilized, venue security cost for specialized equipment and supplies/materials belonging to the offeror, trained personnel, insurance, travel, per diem, direct and indirect administrative costs, overhead, tolls, parking, fuel, lodging, food, all other cost and charges, and all things and services necessary to provide Audit of CARES/ESSER Spending in accordance with the requirements of this RFP. There shall be no add-on charges of any kind.

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

SUPPLIER NAME/ CERTIFYING OFFICIAL SIGNATURE

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

C. PROCUREMENT PROCESS

The procurement will be on a formally advertised basis. Proposals must be responsive 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, September 27, 2022**. Proposals received after the stated deadline will not be considered. Proposals will be acknowledged publicly on **Tuesday, September 27, 2022 at 3:00 PM**.

F. SCHEDULE OF EVENTS

1 st Consecutive Ad in Legal Organ	Thursday, September 1, 2022
2 nd Consecutive Ad in Legal Organ	Thursday, September 8, 2022
Deadline for Offerors to Submit Questions	Tuesday, September 13, 2022, 12:00 Noon
Posted Responses to Questions	Friday, September 16, 2022, 4:30 PM
RFP Submission Deadline	Tuesday, September 27, 2022, 2:00 PM
Virtual RFP Public Acknowledgment	Tuesday, September 27, 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.
- 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 28.

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 23-542 Audit of CARES/ESSER Spending RFP Due Date: September 27, 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.

SUPPLIER NAME/ CERTIFYING OFFICIAL SIGNATURE

Submit all responses to:
Carla L. Smith, Executive Director Vendor Services
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, September 27, 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 23-542 Audit of CARES-ESSER Spending" must be scheduled on a Monday, Tuesday, Thursday or Friday between 9:00AM-12:00PM Noon, before the September 27, 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, September 27, 2022 at 3:00PM EST. Those who would like to attend the acknowledgement, please register no later than Monday, September 26, 2022 by 4:00PM EST, by sending an email to solicitationquestions@dekalbschoolsga.org. Please enter "Public Acknowledgement - RFP 23-542 Audit of CARES-ESSER Spending" in the subject line of your email. An invitation will be sent to those participants no later than Tuesday, September 27, 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, Executive Director Vendor Services and Phyllis Jones, Buyer, for the Department of Procurement. 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.

SUPPLIER 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 Tuesday, September 13, 2022.** Questions received after the deadline will not be considered. All questions received by 12 Noon, on September 13, 2022 will be answered in writing and both the questions and answers will be posted to the following website on or before Friday, September 16, 2022 at 4:30 PM. <https://dekalbschoolsga.ionwave.net/Login.aspx>.

SUPPLIER 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.

SUPPLIER NAME/ CERTIFYING OFFICIAL SIGNATURE

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

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:

SUPPLIER NAME/ CERTIFYING OFFICIAL SIGNATURE

- (a) Workers Compensation Insurance in the amounts of the statutory limits established by the 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

SUPPLIER NAME/ CERTIFYING OFFICIAL SIGNATURE

approved to conduct business in the State of Georgia. Excess or umbrella liability insurance may be placed with any insurer submitted by offeror, including captive or self-insured programs, with the prior written approval of DCSD.

- (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

SUPPLIER 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 36-41 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 39-41. **Please be advised that pages 36-38 must still be completed.**

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

SUPPLIER 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 Fall 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 H, 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.

SUPPLIER 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 may, at its discretion, cancel the contract. Offerors shall certify that their response to this RFP is

 SUPPLIER NAME/ CERTIFYING OFFICIAL SIGNATURE

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 content.

SUPPLIER NAME/ CERTIFYING OFFICIAL SIGNATURE

PART III

SCOPE OF WORK AND REQUIREMENTS

A. PURPOSE / PROJECT OVERVIEW

CARES (Coronavirus Aid, Relief and Economic Security) and ESSER (Elementary and Secondary School Emergency Relief) funds were released for use in the wake of the COVID-19 outbreak. The DeKalb County School District (DCSD) is seeking highly qualified, capable and professional entities with experience with K-12 school districts comparable to DCSD, to perform a comprehensive financial audit of DCSD CARES/ESSER Spending.

Awarded offeror shall provide services in accordance with the specifications, requirements and terms and conditions stated herein. Services shall include all labor, materials, tools, specialized equipment, supplies, electricity utilized, venue security cost for specialized equipment and supplies/materials belonging to the offeror, trained personnel, insurance, travel, per diem, direct and indirect administrative costs, overhead, tolls, parking, fuel, lodging, food, all other cost and charges, and all things and services necessary to provide an audit of CARES/ESSER spending in accordance with the requirements of this RFP. There shall be no add-on charges of any kind.

DCSD at its discretion, determines the criteria and process whereby bids are evaluated and awarded. No damages shall be recoverable by any challenger as a result of these determinations or decisions by DCSD.

Within the context of this RFP, DCSD hereby defines “comprehensive” to mean that all areas of Cares/Esser in-depth spending, are to be completely assessed, including all detailed elements or aspects thereof. Offeror shall affirm and comply with DCSD’s definition of “comprehensive.”

Funding for this project is available. DCSD intends to make an award the project.

Touchpoint is currently being used as the District’s Enterprise Resource Planning software.

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**.

The selected offeror will review and provide a comprehensive financial audit of DCSD CARES/ESSER spending. All spending areas are to be included.

1. Successful offeror shall audit the entire CARES/ESSER spending up to and including date of analysis. Date of analysis will be determined by DCSD and the successful offeror.

SUPPLIER NAME/ CERTIFYING OFFICIAL SIGNATURE

2. Successful offeror shall subsequently audit additional spending through the end of CARES/ESSER funding, as directed by DCSD.
3. Offeror shall confirm in the Technical Proposal, timeline for services as stated above.
4. DCSD will provide accounts access and additional necessary information to the successful offeror.

1. Submittals

The selected offeror must submit the following:

- a. A detailed methodology to complete the audit. The methodology should include, but not be limited to:
 1. Discussion of planned data collection procedures;
 2. Sample of documents to be used; and
 3. Procedures to ensure the confidentiality of DCSD data.
 - b. Established, accurate data and benchmarks that consist of compliance requirements and a list of external data sources
 - c. A concise plan of action to confirm that the review is consistent with current review criteria standards and practices of DCSD CARES/ESSER spending and all local, state and federal guidelines.
 - d. Applicable contract language for future use to avoid misunderstandings.
 - e. Applicable oversight procedures for the future management of funding received by DCSD.
 - f. Recommendations regarding necessary standardized forms for future use to achieve consistent records management for additional similar funding.
2. The audit results must provide the following answers:
- a. Did DCSD spend CARES/ESSER funding in accordance with established rules guidelines, including standards and practices of DCSD and all local, state and federal guidelines.
 - b. Do the expenses match the established budget for each project? Compare “as planned purchase” vs. “as purchased.”
 - c. Did DCSD achieve the desired outcome of “as purchased” items?
 - d. What did DCSD buy, and was spending performed in compliance with what DCSD said it was going to do? This includes a review of whether end project (or work-to date) matches the contract (if one exists); whether the contract matched the DeKalb County Board of Education (BOE) authorization and whether the BOE authorization match what was stated in the CARES/ESSER guidelines. This should include but not be limited to scope, cost and schedule.
 - e. Has CARES/ESSER funding been managed according to DCSD Board Policy regarding budget allocation, procurement, contract and change order execution, expenditures, and reporting?
 - f. Were CARES/ESSER funds expended efficiently and economically, so as to secure to DCSD the maximum possible benefit from the provided funds?
 - g. Were available CARES/ESSER funds disbursed in a fiscally responsible manner?
 - h. Were adequate administrative controls established to ensure the proper management of the CARES/ESSER funds received by DCSD?
 - i. Were DCSD’s project expenditures comparable to other School Districts’ expenditures in the metro Atlanta area?

- j. Were DCSD's technological expenditures reasonable considering the volatile market environment for these products?
- k. Has the use of CARES/ESSER funds that was received by DCSD been conducted in a sound fiscal manner?
- l. Is the public reporting of CARES/ESSER funds accurate and complete?

3. DELIVERABLES / TIMELINE

Offeror shall provide in the technical response, a milestone schedule for the completion of the comprehensive financial audit report for CARES/ESSER Spending. Describe and explain timeline. (Refer to Section B, above.)

A quarterly status report must be provided to the DCSD Board of Education each quarter during the term of the contract. Status meetings will be held with successful offeror at the request of DCSD.

The selected offeror is required to present a separate, written, final report to the DeKalb County Board of Education for CARES/ESSER spending.

4. Experience and Qualifications.

Offeror must complete Attachment A, Description of Qualifications and Experience (page 30).

5. Employee Identification

Successful offeror shall provide each employee with proper identification with both the name of the offeror and the employee. All Offeror employees are required to obtain a DCSD Contractor's Badge at Offeror's expense. This identification must be worn on the outer garment of the employee at all times when on DCSD premises.

6. Deliverables/Timeline

A preliminary report must be provided to the BOE no later than the fourth quarter of 2022.

7. Cost/Fee

Offerors must provide a firm fixed fee price for the review. Refer to Attachment B, Cost Proposal Form (page 31).

8. 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

SUPPLIER NAME/ CERTIFYING OFFICIAL SIGNATURE

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.

9. 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.

10. 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 D – Offeror's Reference Form, (page 33). **References will be contacted.**

11. 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.

12. 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.**"

13. 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.

14. 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.

SUPPLIER NAME/ CERTIFYING OFFICIAL SIGNATURE

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 audits for Cares/Esser spending 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.

An Evaluation Committee will evaluate the proposals using the following criteria:

Relative Weight	Evaluation Criteria	Score
35%	Approach to the Project (includes Methodology)	
30%	Corporate Qualifications and Experience	
20%	Cost	
15%	Capacity (includes ability to meet DCSD requirements and staff credentials assigned to project and similar experience with other comparable K-12 school districts)	
100%	TOTAL SCORE	

15. 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.

SUPPLIER NAME/ CERTIFYING OFFICIAL SIGNATURE

16. 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.

SUPPLIER NAME/ CERTIFYING OFFICIAL SIGNATURE

17. 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 ½" x 11" single-sided stock.

All RFP submissions must include the following items and attachments.

The Request for Proposals document, RFP 23-542, Audit of CARES/ESSER Spending **MUST BE** the first document in the submission; this document consists of 62 pages and is located at <https://dekalbschoolsga.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 – Description of Qualifications and Experience **(Mandatory)**
- Attachment B – Cost Proposal Form **(Mandatory)**
- Attachment C – Critical Paragraphs **(Mandatory Requirement)**
- Attachment D – Offeror's Client Reference Form **(Mandatory Requirement)**
- Attachment E - Statement of Confidentiality and Non-Disclosure **(Mandatory Requirement)**
- Attachment F – Suspension and Debarment Certification **(Mandatory Requirement)**
- Attachment G – Immigration & Security Certification **(Mandatory Requirement)**
- Attachment I – Signature Page **(Mandatory Requirement)**
- Company Profile
- Brochures, Catalogs, Manuals, Websites, Literature, DVDs and other marketing media
- Project Scope of Work
- Added Value

SUPPLIER NAME/ CERTIFYING OFFICIAL SIGNATURE

Attachment A
RFP 23-542
Comprehensive Financial Audit of CARES/ESSER Spending

Description of Qualifications and Experience

Provide detail information for the sections below. Submit copies of related certification certificates for each support technician proposed to work on this project. *Additional pages may be added as necessary.*

Company Qualifications and Experience

1. Provide a brief history of the company including the number of years in business; provide firm's qualifications and experience in handling contracts of similar scope in terms.
2. Provide list of personnel that will be dedicated to performing the services to DCSD. The list of personnel must identify each individual by name, title, qualifications, certification, and experience with audit of CARES/ESSER Spending.

Methodology and Operations

1. Provide your company's methodology to provide an audit of CARES/ESSER Spending, as outlined in the Scope of Work.
2. Provide your entity's list of equipment resources that will be dedicated to performing the services requested as outlined in the Scope of Work.
3. Provide your company's quality assurance/quality control process, and sample copies of previous review reports.

SUPPLIER NAME/ CERTIFYING OFFICIAL SIGNATURE

ATTACHMENT B
RFP 23-542
Comprehensive Financial Audit of CARES/ESSER Spending

Cost Proposal Form

The undersigned Offeror agrees to the following total firm fixed fee for an audit of CARES/ESSER Spending as provided within this solicitation.

Awarded offeror shall provide services in accordance with the specifications, requirements and terms and conditions stated herein. Services shall include all labor, materials, tools, specialized equipment, supplies, trained personnel, insurance, travel, per diem, direct and indirect administrative costs, overhead, tolls, parking, fuel, lodging, all other cost and charges, and all things and services necessary to evaluate services in accordance with the requirements of this RFP. There shall be no add-on charges of any kind.

Total Firm Fixed Fee for Comprehensive Financial Audit of CARES/ESSER Spending

_____ Dollars) (\$_____)

Entity Name

Authorized Entity Representative Name (please print)

Title

Authorized Entity Representative Signature

Date

SUPPLIER NAME/ CERTIFYING OFFICIAL SIGNATURE

ATTACHMENT C
RFP 23-542
Comprehensive Financial Audit of CARES/ESSER Spending

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 Department of Communications and Community Relations.
- 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 D
RFP 23-542
Comprehensive Financial Audit of CARES/ESSER Spending**

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 E
RFP 23-542
Comprehensive Financial Audit of CARES/ESSER Spending
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

RFP 23-542
Comprehensive Financial Audit of CARES/ESSER Spending

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 into any lower tier transaction with a person or entity that is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this transaction.

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

Signature of Engaging Official: _____ **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 G
RFP 23-542
Comprehensive Financial Audit of CARES/ESSER Spending

IMMIGRATION & SECURITY CERTIFICATION

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

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

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

(a) _____ **(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: _____

SUPPLIER NAME/ CERTIFYING OFFICIAL SIGNATURE

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

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

Federal Work Authorization User Identification Number: _____

Date of Authorization: _____

Name of Sub-subcontractor: _____

Name of Project: _____

Solicitation Number (if applicable): _____

Name of Public Employer: DeKalb County School District

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

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

Signature of Authorized Officer or Agent _____

Printed Name and Title of Authorized Agent: _____

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

Notary Public _____

My Commission Expires: _____

SUPPLIER NAME/ CERTIFYING OFFICIAL SIGNATURE

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

Service Provider: _____
Project Name: _____
Address: _____

RFP No.: 23-542
Description: Comprehensive Financial Audit of CARES/ESSER Spending

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. 23-542 (**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: Dr. Vasanne S. Tinsley, Interim 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

COMPANY NAME/ CERTIFYING OFFICIAL SIGNATURE

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 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, Executive Director Vendor Services, 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	\$3,000,000 per accident

COMPANY NAME/ CERTIFYING OFFICIAL SIGNATURE

Bodily Injury and Property Damage
Covering Owned, Hired and Non-Owned Autos

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 photocopy 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, Executive Director Vendor Services, 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: _____ [SEAL]
[Signature]

Dr. Vasanne S. Tinsley, Interim 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

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 _____

EXHIBIT "D"

Notice of Award Letter Dated _____

END OF EXHIBITS

ATTACHMENT I
RFP 23-542
Comprehensive Financial Audit of CARES/ESSER Spending

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

END OF RFP