



Vendor Services Department
 1701 Mountain Industrial Boulevard
 Stone Mountain, Georgia 30083

REQUEST FOR QUALIFICATIONS (RFQ) 24-565

Athletic Trainer Services

Schedule of Events

EVENT	DATE(S)	TIME	LOCATION
Solicitation Posts	March 7, 2024		http://dekalbschoolsga.ionwave.net
Mandatory Pre-Proposal Conference (if applicable)	March 19, 2024	11:00 AM	Via Microsoft Teams (registration required)
Mandatory Site Visit (if applicable)	NA	NA	NA
IonWave Demo Virtual Session- (Optional)	March 19, 2024	11:00 AM	http://dekalbschoolsga.ionwave.net
Deadline to Submit Questions	March 20, 2024	12:00 PM	http://dekalbschoolsga.ionwave.net
Q & A Deadline Response	March 22, 2024	4:30 PM	http://dekalbschoolsga.ionwave.net
Submission Deadline	March 26, 2024	2:00 PM	http://dekalbschoolsga.ionwave.net
Virtual Public Proposal Acknowledgement	March 26, 2024	3:00 PM	Via Microsoft Teams (registration required)

SUBMISSIONS MUST BE RECEIVED ELECTRONICALLY VIA <https://dekalbschoolsga.ionwave.net>

DeKalb County School District Solicitation Contact Person:
Fred Christopher, Procurement Manager III, Non-Capital
 (678) 676- 0217 and/or email at solicitationquestions@dekalbschoolsga.org



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

REQUEST FOR QUALIFICATIONS

RFQ 24-565

Athletic Trainer Services

THE SCHOOL CANNOT LIVE APART FROM THE COMMUNITY

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DeKalb County School District (“DCSD”) extends this offer to submit a proposal for the possible purchase or lease of goods and/or services conforming to the following designated specifications, terms, and conditions. This solicitation will require DCSD Board of Education approval.

Format and Submission of Proposals

Submittal responses to this solicitation will be received electronically on the DeKalb County School District website at <https://dekalbschoolsga.ionwave.net/Login.aspx>.

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

- RFQ responses must be submitted electronically via <https://dekalbschoolsga.ionwave.net/Login.aspx>.
- Proposals must be presented in a PDF format. All attachments must be identified properly for easy recognition and association.
- Each page of the response must be numbered.
- Each proposal must contain a detailed Table of Contents and must be organized in the same order as the requirements are outlined in this RFQ document. Each separate bullet point must be addressed individually. A response that does not adhere to a “point-by-point” format may be disqualified.
- Responses shall be organized simply and economically. Emphasis must be placed on completeness and clarity. Proposals that do not include all the required information may be disqualified.

Approval by the DeKalb County Board of Education

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

Funding Provisions

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

Compliance With Requirements

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

___ Proposal is in complete compliance with proposal requirements.

___ Proposal deviates from stated requirements as follows:

Fiscal Year Funding Implications

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

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/>.

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.

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

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

Conditional Proposals

Qualifications submittals that are conditional and/or in any way qualify or vary the terms of these instructions, conditions, and scope 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.

Georgia Open Records Act

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

No Assignment of Award

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

The Laws of the State of Georgia

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

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).

Additional Terms

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

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

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

PART I

BACKGROUND AND INFORMATION

A. Objectives

The DeKalb County School District (DCSD) is seeking proposals from qualified offerors with professional qualifications, technical competence, and specialized experience to provide athletic trainer services as outlined in the scope of work in Part III of this RFQ.

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 provide athletic trainer services, in accordance with the requirements of this RFQ. There shall be no add-on charges of any kind. DCSD reserves the right to make multiple awards.

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 93,000 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 approximately 14,000 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:

- 77 Elementary Schools
- 19 Middle Schools
- 22 High Schools (is this correct)
- 8 Start-up Charter Schools
- 12 Specialized Learning Centers
- 6 Administrative Centers, and
- 5 Athletic Stadiums

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 responsible and responsive to all aspects of this RFQ.

D. Addenda

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

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

E. RFQ Contact Person

The assigned contact person for offerors is Fred Christopher, Procurement Manager III, Non-Capital, who can be reached via phone at 678.676.0217 or email at solicitationquestions@dekalbschoolsga.org.

F. Prohibited Contact(S)

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

Board Member Communication With Prospective Vendors

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

G. Virtual Session

The DeKalb County School District Vendor Services department is hosting a virtual session on how to submit an electronic bid via IonWave. The virtual session will be held through Microsoft Teams on Tuesday, March 19, 2024 at 11:00 AM.

Those who would like to attend the virtual session, please register no later than Monday, March 18, 2024, by 4:00PM EST, by sending an email to solicitationquestions@dekalbschoolsga.org.

Please enter “**Virtual Session - RFQ 24-565 Athletic Trainer Services**” in the subject line of your email.

An invitation will be sent via Microsoft Teams to those participants no later than Tuesday, March 19, 2024, by 10:00 AM EST.

H. Mandatory Virtual Pre-Proposal Conference

All prospective offerors are invited to attend the mandatory Virtual Pre-Proposal Conference. The pre-proposal conference will be held on Tuesday, March 19, 2024, at 11:00 AM EST via Microsoft Teams.

Offerors must pre-register to attend. When registering your attendance, please enter “Pre-Proposal Conference - RFQ 24-565 Athletic Trainer Services” in the subject line of your email.

Submit to solicitationquestions@dekalbschoolsga.org by 4:00 PM EST, Monday, March 18, 2024. The following information must be included in your request:

- Individual Name and Title
- Company Name
- Telephone Number
- Email Address

If more than one individual from your company is attending, please submit information on all attendees. The sign-in sheet for the pre-proposal conference will be compiled using this information and will be posted to the DCSD website within two (2) business days after the pre-proposal meeting. A link will be sent to all registrants to attend the virtual conference no later than 10:00 AM EST, Tuesday, March 19, 2024.

I. Proposal Submission Deadline

Submittals responses to this solicitation will be received electronically on the DeKalb County School District website at <https://dekalbschoolsga.ionwave.net/Login.aspx>.

All potential offerors must register as a vendor at <https://dekalbschoolsga.ionwave.net/Login.aspx>.

Proposals in response to this RFQ must be received by the DCSD Vendor Services Procurement via IonWave no later than 2:00PM, Tuesday, March 26, 2024. Proposals received after the stated deadline will not be considered.

J. Virtual Public Acknowledgment

The public acknowledgment will be held virtually through Microsoft Teams on Tuesday, March 26, 2024, at 3:00PM EST.

Those who would like to attend the acknowledgement, please register no later than Monday, March 26, 2024, by 4:00PM EST, by sending an email to solicitationquestions@dekalbschoolsga.org.

Please enter "Public Acknowledgement - RFQ 24-565 Athletic Trainer Services" in the subject line of your email.

An invitation will be sent via Microsoft Teams to those participants no later than Tuesday, March 26, 2024, by 10:00 AM EST.

K. Questions And Answers

It is intended that this ITB be adequate for any bidder to respond to DCSD's requirements. However, should bidders have questions, all questions shall be submitted electronically to:

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

Questions submitted to any other mailbox, voice mail or e-mail address will not be considered for response. The deadline to submit questions is March 20, 2024, 12:00 Noon.

Questions received after the deadline will not be considered. All questions received by Noon, March 20, 2024, shall be answered in writing and both the questions and answers will be posted to the following website on or before Friday, March 22, 2024, 4:30 PM.

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

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

PART II

GENERAL REQUIREMENTS

A. Offeror Performance

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

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

B. News Release

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

C. Non-Discrimination

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

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

D. Drug-Free Workplace

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

E. Smoke-Free Workplace

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

F. Costs Incurred

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

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

G. Insurance

Upload this documentation under the Response Attachment tab via IonWave titled "Certificate of Insurance."

The DCSD Risk Manager sets insurance and indemnification requirements for each Solicitation. Certificate of Insurance / Accord Form is required with solicitation submittal. **Provision of Certificate of Insurance is a mandatory requirement.** Proposals submitted with certificates of Insurance will be considered conditionally responsive to the insurance and indemnification requirement. Final award of this RFQ will be contingent upon receipt within 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 RFQ) from any claims for bodily injury, property damage, or personal injury which may arise out of offeror's operations under this agreement. The foregoing policies shall be obtained from insurance companies approved to do business in the State of Georgia and companies acceptable to DCSD. Offeror shall procure the insurance policy(ies) at the offeror's own expense and shall furnish to DCSD a certificate of insurance containing the following:

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

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

- 2) Offeror is required to maintain the following insurance coverage during the term of this agreement:
 - a) Workers Compensation Insurance in the amounts of the statutory limits 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 RFQ) for losses arising out of this agreement.
 - (iv) A severability of interest or cross liability clause or endorsement applies to commercial general liability and excess liability policies.
 - (v) Certificates of Insurance showing such coverage to be in force shall be filed with DCSD prior to commencement or continuation of any work under this agreement.
 - (vi) All such coverage shall remain in full force and effect during the term and any renewal or extension thereof.
- f) Under coverage and certificates required under Sections 2(a), 2(b), (c), and (d) above, policies shall be endorsed to include the following terms and conditions:
- (i) Minimum limits of \$1,000,000 per occurrence \$2,000,000 in the annual aggregate. Primary limits of coverage in the amount of \$1,000,000 per occurrence must be with insurers approved to conduct business in the State of Georgia. Excess or umbrella liability insurance 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 RFQ) for losses arising out of this agreement.

(v) A severability of interest or cross liability clause or endorsement applies to commercial general liability and excess liability policies.

(vi) Shall be primary and not excess to any other coverage provided by or available to the Indemnitees (as defined in Part II, Section H of this RFQ).

- 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

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

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

I. Illegal Immigration Reform And Enforcement Act Of 2011

Upload this documentation under the Response Attachment tab via IonWave titled "IMMIGRATION SECURITY DOCUMENTATION."

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

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

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

The Immigration and Security Certification, the Bidder E-Verify Affidavit, the Contractor Affidavit, Subcontractor Affidavit and the Sub-Subcontractor Affidavit must be completed, notarized and submitted with your bid response.

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

_____ Please check here if the Illegal Immigration and Reform Act of 2011 **does not** apply to your solicitation, because it is one for items, commodities, or products. If this does not apply to any portion of the solicitation, then the bidder is not required to complete the Contractor Affidavit, the Subcontractor Affidavit and the Sub-Subcontractor Affidavit.

J. Interviews

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

K. Contract Terms

In the event DCSD determines that outsourcing these services are in its best interest, with the approval of the DeKalb County Board of Education, the successful offeror will be notified in writing. A contract confirming firm fixed price and other terms shall be signed by the parties. Services are to begin on or about the May 2024. The initial contract duration shall be approximately one year from the date of execution.

The contract may/may not contain up to two (2) one (1) year renewal options contingent upon DCSD's offer of such renewal, the successful offeror's acceptance and the approval of the DeKalb County Board of Education to extend the contract. The contract is subject to the approval of the DeKalb County Board of Education and to fiscal year funding limitations. The contract price must be held firm for the entire term of the contract. DCSD reserves the right to terminate any resulting contract for convenience. In the event of contract termination by DCSD, the DCSD will be responsible only for those services and deliverables that have been received and accepted. Any cancellation for convenience by DCSD shall be effective three (3)

business days after receipt of the Notice of Cancellation for convenience from DCSD by the offeror. Non-performance of contract terms shall give sufficient cause for DCSD to cancel the contract. Non-performance shall be construed to include, but is not limited to, failure of the offeror to deliver equipment or perform services in the time specified or in the manner required.

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

L. Permits And Applicable Laws

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

M. Infringement

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

N. Ownership Rights

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

O. Non-Collusion

Upload this documentation under the Response Attachment tab via IonWave titled "NON-COLLUSION."

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

P. Conflict Of Interest

Upload this documentation under the Response Attachment tab via IonWave titled “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 Procurement 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 RFQ is impartial, at arms-length, and free of any conflict of interest at this time, unfair advantage, or personal benefit to any DCSD official.

Q. Financial Stability

Upload this documentation under the Response Attachment tab via IonWave titled “FINANCIAL STATEMENTS.”

1. Offeror shall provide a copy of their company's audited financial statements for the previous two (2) years – 2021 and 2022.
2. If your company is a publicly traded company, provide a copy of your company's annual report for the previous two (2) years – 2021 and 2022.
3. 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.
4. 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 or the benefit of creditors, or otherwise sought relief from creditors.
5. State whether your company was the subject of any order, judgment or decree not subsequently reversed, suspended or vacated by any court permanently enjoining your company from engaging in any type of business practice.

R. No Obligation/No Contract Guaranteed

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

S. Confidentiality And Non-Disclosure

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

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

T. Business License

Upload this documentation under the Response Attachment tab via IonWave titled “BUSINESS LICENSE”.

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

U. Protest Process

This section describes the mandatory administrative procedure whereby Offerors submitting sealed competitive bids/proposals (hereinafter referred to as “bidders”) to DCSD for proposals worth \$100,000 or more may challenge the solicitation process, and whereby bidders/Offerors on sealed competitive bids directly related to Vendor Services for proposals worth \$100,000 or more, may challenge contract awards.

1. **Protests.** A bidder may file a written protest challenging DCSD’s compliance with applicable procurement procedures subject to the bidder’s compliance with the provisions outlined below. Any such written protest will be resolved in accordance with these provisions:
 - a) appropriate identification of the solicitation;
 - b) a statement of reasons for the protest;
 - c) supporting exhibits, evidence, or documents to substantiate any claims unless not available within the filing time (in which case the Offeror must proceed to file the protest during the filing period identified below but state the expected availability of the material); and the desired remedy.
2. **Types of Challenges.** Any bidder interested in and capable of responding to a competitive solicitation may file a protest with respect to the competitive solicitation process including, but not limited to, a challenge to specifications or any events or facts arising during the solicitation process. Any bidder submitting a timely bid/proposal in response to a competitive solicitation may file a protest with respect to DCSD’s intended or actual contract award including, but not limited to, events or facts arising during the evaluation and/or negotiation process.
3. **Form of protest.** At a minimum, the written protest must include the following:
 - a) the name and address of the protestor;
 - b) appropriate identification of the solicitation;
 - c) a statement of reasons for the protest;
 - d) supporting exhibits, evidence, or documents to substantiate any claims unless not available within the filing time (in which case the Offeror must proceed to file the protest during the filing period identified below but state the expected availability of the material); and the desired remedy.

DCSD, at its discretion, may deem issues not raised in the initial protest as waived with prejudice by the protesting Offeror.

4. **Filing Protests.** A protest is considered to be properly filed when it is in writing, signed by a company officer authorized to sign contracts on behalf of the Offeror, and is received by the Vendor Services. The protest may be sent by any of the following means:

MAIL: Attention: Carla Smith

Executive Director
DeKalb County School District
Vendor Services
1701 Mountain Industrial Boulevard
Stone Mountain, Georgia 30083

Email: solicitationquestions@dekalbschoolsga.org

The Offeror must observe the following deadlines when filing a protest:

Type of Protest	Protest Filing Deadline
Challenge to Competitive Solicitation Process	Two (2) business days prior to the closing date and time of the solicitation as identified on the Invitation to Bid.
Challenge to an Intended or Actual Contract Award	In the event DCSD posts a Notice of Intent to Award ("NOIA"), the protest must be filed within ten (10) calendar days of the date the NOIA is posted.
	In the event DCSD does not post a NOIA, the protest must be filed within ten (10) calendar days of the date the Notice of Award ("NOA") is posted.

If a bidder fails to file a protest by the applicable deadline, such failure shall be deemed as a waiver with prejudice of any grounds the bidder may have for protest.

5. **Stay of procurement during protest review.** When a protest challenging the competitive solicitation process has been timely filed at least two (2) business days prior to the closing date and time, the solicitation shall not close until a final decision resolving the protest has been issued, unless the facilities management department makes a written determination that the closing of the solicitation without delay is necessary to protect the interests of DCSD.

When a protest challenging an intended contract award has been timely filed, DCSD shall not proceed to actual contract award unless the Vendor Services Department makes a written determination that the issuance of a contract or performance of the contract without delay is necessary to protect the interests of DCSD. If it is determined that it is necessary to proceed with contract performance without delay, the bidder/Offeror with this contingent contract may proceed with performance and receive payment for work performed in strict accordance with the terms of the contract. The provisions of this paragraph are not applicable to a protest pertaining to events or facts arising during the solicitation process.

6. **Protest Resolution.** The Vendor Services Department shall review and issue a written decision on the protest within seven (7) business days. This decision shall be deemed final. Available remedies for sustained protests are as follows:
- If a protest is sustained prior to the closing date and time of the solicitation, available remedies may include, but are not limited to, the following: modification of the solicitation

document including, but not limited to, specifications and terms and conditions; extension of the solicitation closing date and time (as appropriate); and cancellation of the solicitation.

- If a protest of the intended/actual contract award is sustained, available remedies may include but are not limited to, the following: revision or cancellation of the NOIA/NOA, re-evaluation and re-award, or re-solicitation with appropriate changes to the new solicitation.
7. **Costs.** In no event shall a bidder be entitled to recover any costs incurred in connection with the solicitation or protest process, including, but not limited to, the costs of preparing a bid/proposal, the costs of participating in the protest process, or any attorney fees.

PART III

SCOPE OF WORK

A. Project Overview

DCSD is seeking proposals from qualified offerors with professional qualifications, technical competence and specialized experience in athletic trainer services for the nineteen (19) high schools in accordance with the scope of work of this RFQ.

Awarded offeror shall provide equipment and services in accordance with the scope of work, 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 and in accordance with the requirements of this RFQ. There shall be no add-on charges of any kind.

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

DCSD reserves the right to add or remove DCSD facilities (schools, centers and portable classrooms) as needed.

DCSD reserves the right to make multiple awards.

B. Project Scope Of Work

Each Contractor shall provide all supervision, coordination, vehicles, labor, staff, drivers, materials, supplies, tools, insurance, permits, licenses, and all things and services necessary to provide DCSD athletic trainers for nineteen (19) high schools that participate in GHSA covered sports. See Attachment B for list of locations. All costs associated with meeting the requirements of this RFQ shall be the sole responsibility of the Contractor. The Contractor(s) will provide an individual who will manage all communications, scheduling, and coordination of athletic trainers.

The services to be provided are as follows:

- (a) Render first aid treatment of injuries to athletes of the District that occur during Covered Practices/Events (see Section j, below) for those injuries which are appropriately so treated by a qualified and certified athletic trainer including, but not limited to the evaluation and treatment of minor injuries; preventative taping and strapping of athletes; providing nutritional information to student athletes; providing information regarding the prevention of MRSA (methicillin resistant staph aureus) and other potentially communicable illnesses and conditions; and providing recommendations for exercise or other physical measures for minor injuries under the direction, supervision, and review of physician. Render emergency aid to athletes for health conditions which are appropriately treated by a qualified and certified athletic trainer including but not limited to life threatening allergic reactions, diabetic emergencies and seizures.
- (b) For injuries or health emergencies that require the services of a physician, render first aid treatment of an interim nature pending the arrival of an ambulance and/or physician and/or the transportation by the District or others of the injured athlete to a physician or hospital.

- (c) Complete and submit appropriate District reporting forms for any injury requiring the services of a physician or 911 transport to hospital within a twenty-four (24) hour period. All medical record data is the property of the District and will be left on site at each school at the end of the contract period.
 - (d) Maintain current medical records system for tracking athletic injuries at each school site. All medical record data is the property of the District and will be left on site at each school at the end of the contract period.
 - (e) Recommend a specific rehabilitation program for the injured athlete where such program is appropriate for the treatment of the injury involved and the injured athlete is not otherwise under the care of a physician for the injury.
 - (f) Perform follow-up evaluations of the remediation of the injury and consultation with athletic coaches and the injured athlete with respect to re-entry in athletic activity.
 - (g) Implement established District MRSA (methicillin resistant staph aureus) procedures.
 - (h) Implement established District concussion procedures.
 - (i) Communicate with the District coaches, athletic directors, physicians, school nurses, school principals, EMS personnel, and such persons as needed for them to provide consultation, treatment, and related services to the student-athletes (including establishing a plan of care for the individual in their capacity as both a student and an athlete).
 - (j) Covered Practices/Events:
 - I. District sports to which this agreement applies are all school sports (boys and girls) that are played on an inter-scholastic basis (herein referred to as the "Covered Sports") subject to the limitations and conditions set forth below.
 - II. All practices and/or events being covered by the trainer must be coordinated with the school's Athletic Director. In general, Practice and/or Events of the Covered Sports - See Attachment B for the list of Covered Sports.
 - III. At the high school level:
 - Practices, away games, and home games for each of the Covered Sports on a six (6) days per week basis. The services of one (1) full-time certified trainer is required to provide services as stated within this scope of work, as determined by the District, among the practices, away games and/or home games scheduled.
- In the event the assigned, certified trainer is not able to attend the scheduled events, a replacement of equal certification must be identified and available to provide the services. The provider must notify the Athletic Director of the replacement trainer in writing within forty-eight (48) hours.

- All games, whether home or away, for Covered Sports.(Added to above section; can delete here)
- All playoff games, whether home or away, for Covered Sports.
- Any other practices and/or games requested by Athletic Director with reasonable notice.
- A schedule for the athletic trainers will be created by the Athletic Director based on each school's needs. It is anticipated that the trainer providing the services will arrive:
 - one (1) hour prior, in the case of scheduled practice
 - one (1) to two (2) hours prior to the start of scheduled home games, dependent on the needs of the event or sport scheduled to play
 - and, in the case of away games, one (1) hour before the scheduled departure time for the team transportation to the game
- In general, the services to be provided will be rendered at high school facility or designated off-site practice or game location as determined by the District.

General Requirements:

- (a) Any and all athletic trainers assigned to the District, shall be required to provide current federal and state criminal background check reports as well as a current Act 151 child abuse report and will provide such reports to the District to the extent additional background check reports are required by law and/or District policy
- (b) Any and all athletic trainers assigned to the District, shall be required to meet license and certification requirements in accordance with Georgia state law, including but not limited to State Board of Medicine licensure, Board of Certification credentialing, CPR/AED/First Aid certifications and be trained in weight assessment. A copy of the license must be furnished for each trainer prior to the commencement of services.
- (c) Due to scheduling restrictions, provider will coordinate with Athletic Director during the duration of the contract to accommodate District observance of holidays and other unforeseen scheduling changes.

C. 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.

D. References

Upload this document under the Response Attachment tab via IonWave titled "References."

Offeror must provide the names and contact phone numbers of at least three **(3)** current references, preferably references comparable to DCSD, for whom the offeror is providing or has provided comparable services. Offeror's Reference Form, **References will be contacted.**

E. Brochures, Catalogs, Manuals, Websites, Literature

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

F. 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 RFQ responses. Attach and label as **"ADDED VALUE."**

G. Evaluation Criteria

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

All responsive offers will be carefully reviewed and evaluated for responsibility, capacity, business strength, qualifications, expertise, demonstrated experience in the provision of and implementation of public school districts, and highest and best value to DCSD with consideration to quality, approach, timeliness, dedicated personnel, and value added (if any). Proposal conformance to RFQ instructions, terms, conditions, and requirements is critical to offeror responsiveness.

DCSD may, at its sole discretion, select or reject all or portions of the service(s) proposed from responsive 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 RFQ response and upon other information that will be obtained by DCSD as it deems necessary. The technical proposal submitted may not necessarily be determined to be the most responsive and responsible proposal when all factors have been considered.

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

1. Firm's Overview (15 Points)

- a. Provide a full and complete company profile to include, but not limited to Firm's name, address, a headquarters and or branch office handling this project, as well as primary contact name, title, related telephone/fax numbers and email address.
- b. State how many years licensed to do business under the name stated above. Describe firm ownership structure and history.
- c. List the number of permanent employees and provide an organizational chart of the firm. Include management-level employee(s) the firm intends to assign to the project. Include a professional biographical summary including certifications and detailed outline of the role and responsibility of each employee that will be assigned to the project.

- d. Describe other qualifications that may be used to assess proposer's capabilities. Please note that the District recognizes that the information requested may not apply in full to the goods, services or systems in this RFP, but the highest point levels will be awarded to those proposals where the respondent has clearly described additional reasons that the District may consider in establishing an enhanced and more productive business partnership.

2. Scope of Services (30 points)

- a. Please provide your company's comprehensive and proposed strategy for providing athletic trainer services for DCSD. Please be very detailed and specific in your response to each requirement.
- b. Describe the company's experience, especially in dealing with organizations the size of the DCSD.
- c. Explain the company's capability to provide the specified services with the resources required in the Scope of Work.
- d. Describe in as much detail as possible, why the proposer's company should be selected to provide athletic trainers to the DCSD.
- e. Provide the name and telephone number of the individual(s) that can be contacted in case of an emergency or for services needed after hours, holidays or weekends.

3. Firm's Relevant Experience and Expertise (30 points)

- a. Briefly describe project experience specific to athletic trainer services that the company has provided, preferably for K-12 education or other governmental agencies, or related engagements that the company is currently engaged in or has completed within the past three (3) years.
- b. Describe your environmental, quality assurance/quality control, and safety programs that apply to managing potential risks associated with the provision of the athletic trainer services identified in this RFQ.
- c. Describe licensure and certifications in accordance with the laws of the State of Georgia, State Board of Medicine licensure, Board of Certification credentialing, CPR/AED/First Aid certification.
- d. Describe in detail your company training and education program for employees.

4. References (5 points)

- a. The company shall submit a minimum of three (3) written recommendations from previous owners. The recommendation must state actual examples of how the company had a positive working relationship with prior Owners and their cooperation with other Owners.
- b. DCSD reserves the option of contacting any of the references provided to confirm information provided.

5. Quality and completeness of proposal (5 points)

6. Cost of Services (15 points)

Relative Weight	Evaluation Criteria	Score
15	Firm's Overview	
30	Scope of Services	
30	Firm's Relevant Experience and Expertise	
5	References	
5	Quality and completeness of proposal	
15	Cost of Services	
100 points	TOTAL SCORE	

H. Transition Plan

1. Transition on Commencement of Contract

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

2. Transition and Continuity of Service upon Expiration of Contract

- a) Continuity of services is necessary to DCSD. The awarded offeror agrees to this philosophy and upon expiration of contract, agrees to:
- b) Exercise best efforts and cooperation for an orderly and efficient transition to existing provider or to DCSD.
- c) Negotiate a plan in good faith with successor to determine the nature and extent of the phase-in, phase-out services required.
- d) The plan shall specify a date for services described in the plan and shall be subject to approval by DCSD. The existing provider shall provide sufficient experienced personnel during the phase-in and phase-out periods to ensure that the services in the contract are maintained at the required level of need and proficiency.
- e) 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.
- f) 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.

I. REQUIRED CONTENT / DOCUMENT CHECKLIST

All potential respondents must register as a vendor at <https://dekalbschoolsga.ionwave.net/Login.aspx>.

IMPORTANT NOTICE: Submittals to this solicitation will be received electronically on the DeKalb County School District website at <https://dekalbschoolsga.ionwave.net/Login.aspx>.

IonWave will not accept a bid submission without the required documents listed below. Failure to upload the required information and/or documentation required in this solicitation may cause the submission to be declared non-responsive and rejected.

Offerors are required to upload **one (1) pdf. copy electronically via <https://dekalbschoolsga.ionwave.net/Login.aspx>** of their response. Responses must be submitted on 8 ½" x 11" single-sided stock. Offerors must reply in a narrative to each requirement and question. "Understand and comply" responses are not acceptable. All RFQ submissions must include the following items and attachments:

The Request for Qualifications document, RFQ 24- 565 Athletic Trainer Services (MUST BE the first document in the submission); this document is located at <http://www.dekalbschoolsga.org/solicitations>

Table of Contents for your submission

- Addenda – Each individual Addendum must be printed, signed, and inserted immediately following the Table of Contents (**Upload Required**)
- Audited Company Financial Statements/Company Annual Reports for 2021 and 2022 (**Upload Required**)
- Business License (**Upload Required**)
- Certificate of Insurance (**Upload Required**)
- Attachment A – Cost Proposal Form/Fee Schedule (**Upload Required**)
- Attachment B – GHSA Covered Sports List
- Attachment C – DCSD Locations
- Attachment D – Non-Collusion (**Upload Required**)
- Attachment E – Conflict of Interest (**Upload Required**)
- Attachment F – Critical Paragraphs (**Upload Required**)
- Attachment G – Offeror's Client References (**Upload Required**)
- Attachment H – Statement of Confidentiality and Non-Disclosure (**Upload Required**)
- Attachment I – Suspension and Debarment Certification (**Upload Required**)
- Attachment J – Immigration & Security Certification (**Upload Required**)
- Attachment K – Sample Agreement
- Attachment L – Signature Page (**Upload Required**)
- Project Scope of Services (**Upload Required**)
- Brochures, Catalogs, Manuals, Websites, Literature, and other marketing media
- Added Value

Attachment A
RFQ 24-565
ATHLETIC TRAINER SERVICES
Cost Proposal Form

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

DCSD is requesting an hourly rate for the athletic trainer services requested in the scope of work.

DCSD reserves the right to request price adjustments in the event sites/locations must be added and/or removed during the term of this contract.

**** DCSD reserves the right to request and negotiate a "best and Final" response from Offerors. ****
Complete the following:

Item	AthleticTrainer Services Hourly Rate
1.	

Complete the following:

 Company Name

 Authorized Company Representative Name (please print)

 Title

 Authorized Company Representative Signature

 Date

 Address

 Phone

 Fax

 Email

Attachment B

RFQ 24-565 ATHLETIC TRAINER SERVICES

GHSA Covered Sports

While not all school sites have all of the activities listed below, activities where trainers would be needed include the following:

1. Baseball
2. Basektball
3. Cheerleading
4. Cross Country
5. Dance
6. Flag Football
7. Football
8. Golf
9. Riflery
10. Soccer
11. Lacrosse
12. Softball
13. Swimming
14. Tennis
15. Track & Field
16. Volleyball
17. Wrestling

Attachment C

RFQ 24-565 ATHLETIC TRAINER SERVICES

DCSD High School (HS) Locations

School Name	Address	City	Zip Code
Arabia Mountain HS	6610 Browns Mill Road	Lithonia, GA	30038
Cedar Grove HS	2360 River Road	Ellenwood, GA	30294
Chamblee HS	3688 Chamblee Dunwoody Road	Atlanta, GA	30341
Clarkston HS	618 North Indian Creek Drive	Clarkston, GA	30021
Columbia HS	2106 Columbia Drive	Decatur, GA	30032
Cross Keys HS	1626 N Druid Hills Road NE	Atlanta, GA	30319
Druid Hills HS	1798 Haygood Drive NE	Atlanta, GA	30307
Dunwoody HS	5035 Vermack Road	Atlanta, GA	30338
Lakeside HS	3801 Briarcliff Road, NE	Atlanta, GA	30345
Lithonia HS	2440 Phillips Road	Lithonia, GA	30058
Martin Luther King, Jr. HS	3991 Snapfinger Road	Lithonia, GA	30038
Ronald McNair Sr. HS	1804 Bouldercrest Road, SE	Atlanta, GA	30316
Miller Grove HS	2645 DeKalb Medical Parkway	Lithonia, GA	30058
Redan HS	5247 Redan Road	Stone Mtn, GA	30088
Southwest DeKalb HS	2863 Kelley Chapel Road	Decatur, GA	30034
Stephenson HS	701 Stephenson Road	Stone Mtn, GA	30087
Stone Mountain HS	4555 Central Drive	Stone Mtn, GA	30083
Towers HS	3919 Brookcrest Circle	Decatur, GA	30032
Tucker HS	5036 Lavista Road	Tucker, GA	30084

Attachment D

RFQ 24-565 ATHLETIC TRAINER SERVICES

Non-Collusion

Upload this documentation under the Response Attachment tab via IonWave titled "NON-COLLUSION"

Bidders shall fully certify that they, as an individual or as an engaging official of a formal 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 bid. Further, bidders guarantee that their response are 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.

Bidder must sign below acknowledging the above statement.

Signature of Company Representative:

Company Name/Certifying Official Signature

Date: _____

Attachment E

RFQ 24-565 ATHLETIC TRAINER SERVICES

Conflict Of Interest

Upload this documentation under the Response Attachment tab via IonWave titled "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 RFQ is impartial, at arms-length, and free of any conflict of interest at this time, unfair advantage, or personal benefit to any DCSD official.

Signature of Company Representative:

Company Name/Certifying Official Signature

Date: _____

Attachment F

RFQ 24-565 ATHLETIC TRAINER SERVICES

Critical Paragraphs

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

- 1) ____ This RFQ does not commit DCSD to any offeror to this RFQ. DCSD is not liable for any costs incurred by an offeror in responding to this RFQ. There is no guarantee of any offeror receiving an award or contract as a result of submitting a response to this RFQ.
- 2) ____ Any news release or publicity pertaining to any phase of this RFQ will be the responsibility of DCSD and must be cleared through 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 RFQ. All addenda must be printed, signed by the certifying official and included in the RFQ submittals. Failure to do so will cause the offeror to be deemed non-responsive to the requirements of this RFQ.
- 4) ____ Offerors to the RFQ agree to fully indemnify DCSD as stated in the RFQ, Part II.
- 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.

Attachment G

**RFQ 24-565
ATHLETIC TRAINER SERVICES**

OFFEROR’S CLIENT REFERENCES

(You are requested to copy this form and use one form per reference.)

Attach and label “Respondent’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):

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

Attachment H

RFQ 24-565 ATHLETIC TRAINER SERVICES

Statement Of Confidentiality And Non-Disclosure

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

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

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

Offeror Company Name

Company Representative

Date

Attachment I

RFQ 24-565 ATHLETIC TRAINER SERVICES

Suspension And Debarment Certification

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

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

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

The prospective offeror shall provide immediate written notice to the DCSD Procurement 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 Procurement Department will check the EPLS website at <https://www.sams.gov/SAM/> to determine if the offeror is listed.

Attachment J

RFQ 24-565 ATHLETIC TRAINER SERVICES

Immigration & Security Certification

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

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

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

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

or

(b) _____ (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.

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 Date of Authorization

User Identification Number

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:

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 wn number and date of authorization are as follows:

Federal Work Authorization User Identification
number:

Date of Authorization:

Name of Project:

Athletic Trainer Services

Solicitation Number (if applicable):

RFQ 24-565

Name of Public Employer:

DeKalb County School District

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

Executed on _____, _____, 20____ 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 _____,
20__.

Notary Public

My Commission Expires:

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:

Athletic Trainer Services

Solicitation Number (if applicable):

RFQ 24-565

Name of Public Employer:

DeKalb County School District

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

Executed on _____, _____, 20____ 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 _____, 20____.

Notary Public

My Commission Expires:

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: Athletic Trainer Services

Solicitation Number (if applicable): RFQ 24-565

Name of Public Employer: DeKalb County School District

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

Executed on _____, _____, 20__ 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 _____, 20__.

Notary Public _____

My Commission Expires: _____

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

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

Federal Work Authorization User Identification Number: _____

Date of Authorization: _____

Name of Sub-subcontractor: _____

Name of Project: **Athletic Trainer Services**

Solicitation Number (if applicable): **RFQ 24-565**

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

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

Executed on _____, _____, 20____ 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 _____, 20____.

Notary Public _____

My Commission Expires: _____

Attachment K

RFQ 24-565
ATHLETIC TRAINER SERVICES

SAMPLE

STANDARD FORM AGREEMENT

FOR NON-CAPITAL PROFESSIONAL SERVICES

BETWEEN THE

DEKALB COUNTY SCHOOL DISTRICT

AND THE SERVICE CONTRACTOR

Service Contractor: _____
Project Name: _____
Address: _____

RFQ No.: 24-565 Athletic Trainer Services
Description: _____

Cost Code: _____

The contract for services, which includes this agreement (hereinafter "Agreement") and the below referenced documents attached as Exhibits (hereinafter the "Contract") is made and entered into by and between the DeKalb County School District (hereinafter the "Owner" or "DCSD") whose address is 1701 Mountain Industrial Boulevard, Stone Mountain, Georgia 30083 and the Offeror (hereinafter the "Service Contractor"), an _____ organized and existing under the laws of the State of _____, with offices in _____ County, _____, whose physical address is _____. DCSD and Service Contractor are referred to herein collectively as the "Parties" and individually as a "Party."

The term of this Agreement, and Contract, begins on the date executed by the last Party to execute below (hereinafter the "Effective Date"). The performance period for this Agreement, and Contract, is one (1) year from the Effective Date. 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 Agreement, and Contract, 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 Agreement, and Contract, by providing Service Contractor with thirty (30) days advance notice of termination prior to the end of the calendar year, subject to the other termination methods available to the Owner herein.

The Contract Documents consist of:

- a. This Agreement (Contract for Services);
- b. Request for Qualifications (RFQ) **No. 24-565 (Exhibit A)**;
- c. The Service Contractor's Proposal to the above-numbered RFQ, including pricing, and any applicable Scope of Services and any applicable Payment and Payment Terms Schedule attached except that objections or amendments by a Service Contractor that have not been explicitly accepted by DCSD in writing in this Agreement shall not be included in the Contract Documents or this 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 Agreement together with the aforementioned documents collectively forms **the Contract**. All prior and contemporaneous negotiations and agreements between the Parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement. 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 Contractor's liability or any other third party's liability, limitation of warranties, packaging, invoices, service catalog, brochure, technical data sheet, electronic disclosures, electronic agreements, or other document which attempts to impose any conditions at variance with or in addition to the terms and conditions of this Agreement and the Contract.

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

- a. First, by giving preference to the specific provisions of this Agreement and any change orders or modifications issued after execution of this Agreement;
- b. Second, by giving preference to the specific provisions of the RFQ attached hereto as **Exhibit A**;

- c. Third, by giving preference to the specific provisions of Service Contractor’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 a Service

Contractor that have not been explicitly accepted by DCSD in writing in this shall not be included in the Contract Documents or this Agreement and shall be given no weight or consideration.

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

ARTICLE 1

PARTIES TO THE CONTRACT

The Owner’s address and its contact person are:

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

Attention: _____

Phone: _____

Fax: _____

Email: _____

The Service Contractor’s contact information is:

Company Name: _____

Address: _____

Contact Person

Name & Title: _____

Phone No.: _____

Fax: _____

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 an shall be sent to DCSD or to the Service Contractor 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

PROGRAM AND SCOPE OF SERVICES

2.1 As used in this Agreement, the "Program" refers to the services provided to the Service Contractor to DCSD with respect to _____. The Service Contractor shall provide Services, as hereinafter particularly described below, on the Program, in accordance with Owner's Request for Proposal, attached hereto as Exhibit "A" and incorporated herein by reference, and the Service Contractor's response thereto, attached hereto as Exhibit "B" and incorporated herein by reference:

2.2 The Service Contractor represents to Owner that individuals that the Service Contractor shall utilize to fulfill and complete this Agreement and the Contract possess expertise in the following disciplines and possess the following accreditations or other credentials, if any:.

2.3 The Service Contractor shall provide the Owner the following Services with respect to the Program:

2.4 As part of its Services, the Service Contractor shall produce for and/or deliver to the Owner the following tangible products, goods or deliverables (ex.: reports, plans, financial estimates, parts, equipment, etc.):

ARTICLE 3

SCHEDULE

3.1 Service Start Date: The services shall begin on the Effective Date of this Agreement. _____

Incremental Service Date(s): The Renewal Term is the incremental service date.

Final Service Date or Completion Date: The completion date is at the close of each calendar year in which the Agreement was executed, as required by O.C.G.A. § 20-2-506, with automatic renewal unless DCSD terminates this Agreement. _____

ARTICLE 4**COMPENSATION**

4.1 Compensation under this Agreement, and Contract, shall be pursuant to the terms specified in Exhibit "A" and Exhibit "B," which are incorporated herein by this reference.

ARTICLE 5**WORKING RELATIONSHIP**

5.1 The Service Contractor will function in cooperation with the Owner's designated representative, which is set forth in Article 1 of this Agreement. The Service Contractor will consult with the Owner's representative before finalizing recommendations or taking action at Program milestones or other key decision points. The Service Contractor shall fully cooperate with the Owner and, if applicable, the Owner's representative or designee. Such cooperation shall include, without limitation, providing any requested information to the Owner's representative and advising, meeting with, consulting with, and coordinating with the Owner's representative.

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

5.3 For purposes of safety and otherwise, the Service Contractor, at all times, shall ensure its ability to thoroughly and clearly communicate, in any and all necessary languages, with the Owner representative and with the Service Contractor's employees, agents, representatives, and subcontractors. The Service Contractor agrees to employ one or more supervisory-level personnel capable of thoroughly and clearly communicating, in any and all necessary languages, with the Owner's representative and with the Service Contractor'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 Contract shall be performed.

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

ARTICLE 6**INVOICING AND CONTRACT PRICE**

6.1 All invoices shall be as set forth in Exhibit "A." All invoices shall be submitted by Service Contractor to: Ms. Carla Smith, Executive Director Vendor Services, DeKalb County School District, 1701 Mountain Industrial Boulevard, Stone Mountain, Georgia 30083.

6.2 Contract Price. The Owner shall pay, and the Contractor shall accept, as full and complete payment for the Contractor's timely performance of its obligations hereunder the fixed price of _____ Dollars (\$_____). The price set forth in this Paragraph 6.2 shall constitute the Contract 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 to DCSD, for approval, with substantiating proof to DCSD a minimum of ninety (90) days prior to taking effect.

ARTICLE 7

CANCELLATION OR TERMINATION BY OWNER

7.1 The Owner reserves the right to cancel or terminate this Agreement, and the Contract, at any time for any reason, with notice in writing to the Service Contractor. In the event of cancellation or termination, the Owner shall pay to the Service Contractor all compensation earned for actual services rendered. Any cancellation by Owner will be effective three (3) business days after receipt of the written notice from the Owner to the Service Contractor.

7.2 Within three (3) business days of such cancellation or termination, the Service Contractor shall: (i) comply with the requirements of Paragraph 6.3, above and (ii) produce, submit and deliver to the Owner all documents, material, data and information gathered or developed for the Program, including all of the items identified in Paragraphs 10.1, 10.2, and 10.3, below. Under no circumstances shall the Service Contractor assert any lien or other claim over or relating to any such documents, material, data and information.

7.3 The Owner may, without cause at any time for any reason, order the Service Contractor in writing to suspend, delay or interrupt the work or services covered by this Agreement, and the Contract, in whole or in part, for such period of time as the Owner may determine.

ARTICLE 8

INDEPENDENT CONTRACTOR

8.1 The Service Contractor and its employees shall perform as an independent contractor and not an employee or representative of the Owner. The Service Contractor retains sole and exclusive liability for all contributions, taxes or payments required to be made on account of the Service Contractor'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 Contractor shall maintain strict discipline among all personnel employed at any Program site, and no person under the influence of drugs or alcohol shall be allowed on the property of the Owner, 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 Contractor shall use any tobacco product while at any Program site, on any property owned by Owner or at any function or event sponsored by or held on behalf of Owner.

8.3 The Service Contractor agrees that the Service Contractor 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 Contractor agrees that the Service Contractor will be responsible for reporting requirements under the ACA and certifies that the Service Contractor has their own individual health plan

coverage. The Service Contractor agrees that the Service Contractor 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 Contractor acknowledges and agrees that:

- Service Contractor is responsible for filing Form 1094-C and Form 1095-C with respect to all assigned workers assigned to DCSD;
- Service Contractor 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 Contractor 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 Contractor 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 agreement; and
- In addition to any existing indemnification obligations set forth in Article 20, herein, Service Contractor 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 Contractor of its receipt of any notice of assessment of penalty or taxes under Code Section 4980H and Service Contractor 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 Agreement, and the Contract, the Service Contractor 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 Contractor shall be responsible for the accuracy of its Services and any error and/or omission made by the Service Contractor in any work under this Agreement, and Contract. Services performed by the Service Contractor shall be subject to review and acceptance in stages as required by the Owner. Acceptance shall not relieve the Service Contractor of its professional obligation to correct, at Service Contractor's own expense, any errors in the Program.

9.2 If Services performed by the Service Contractor fail to meet the standards set forth in Paragraph 9.1, the Owner may elect to have the Service Contractor re-perform, or cause to be re-performed, at no cost to the Owner any of the Services which fail to meet said standards where: (i) such failure appears during the

performance of the Service Contractor's Services or within one year from the date of completion of the Service Contractor's Services, and (ii) the Owner notifies Service Contractor 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 Owner to pursue and obtain any and all other remedies against the Service Contractor at law or in equity.

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

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

9.5 OWNER 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 Contractor in connection with its performance under this Agreement and Contract (the "Information") shall be the property of the Owner. In entering into this Agreement and Contract, the Service Contractor hereby transfers to the Owner 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 Owner. This provision shall not act to transfer rights of owners 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 Contractor shall be delivered to the Owner upon the completion, cancellation or termination of Services under this Agreement, or Contract, within three (3) business days of such completion, cancellation or termination. The Service Contractor 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 Contractor shall maintain a system of accounting and record keeping for all Services. Further, the Service Contractor will allow the Owner'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 Agreement and the Contract.

ARTICLE 12

COMPLIANCE WITH LAWS

12.1 The Service Contractor 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 Agreement, and the Contract, 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 Contractor 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 Contractor 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 Contractor represents that it has not employed and shall not employ any person other than its own principals and employees to solicit this Agreement, or Contract, or any contract with the Owner, 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 Agreement, or Contract, or any other contract with the Owner.

ARTICLE 15

SUBCONTRACTORS

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

15.2 All of the Service Contractor's Subcontractors shall be directly responsible to Service Contractor and shall be under the Service Contractor's direct supervision. The Service Contractor shall be as fully responsible and accountable to the Owner 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 Agreement, and the Contract, as the Service Contractor is for the acts and omissions of persons it directly employs. Other than the Owner being a third-party beneficiary to any agreement between the Service Contractor and its Subcontractors, no other contractual relationship between Owner and any subcontractor is created by any provision contained in this Agreement or the Contract.

15.3 If the Service Contractor utilizes Subcontractor(s) with respect to this Agreement, or the Contract, then the Service Contractor will require Subcontractor(s) to comply with all terms and conditions of this Contract 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 Contractor 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 Owner. 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 Contractor and all Subcontractors shall maintain insurance in the types and coverage amounts shown below, which insurance shall provide coverage for Service Contractor during the term of this Agreement and the Contract. On the date the Service Contractor signs this Agreement, the Service Contractor shall provide the Owner 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 Owner requests.

17.2 If the Service Contractor 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 Contract are:

Type of Insurance	Coverage Limits
Workers Compensation	\$1,000,000
Employer's Liability	\$1,000,000 annual aggregate
Comprehensive General Liability	\$2,000,000 annual aggregate
Including Contractual Liability,	\$1,000,000 per occurrence
Bodily Injury and Property Damage	
Comprehensive Auto Liability	\$2,000,000 annual aggregate
Bodily Injury and Property Damage	\$1,000,000 per occurrence
Covering Owned, Hired and Non-Owned Autos	
Professional Liability <i>(additional review and terms by DCSD's Risk Management)</i>	
Umbrella or Excess Insurance <i>(to be reviewed for additional terms by DCSD's Risk Management)</i>	

17.4 The Service Contractor waives all rights, including rights of subrogation, against the Owner 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 Contract;
- (b) Certificates to contain the location and operations to which the insurance applies;
- (c) Certificates are to be issued to:
DeKalb County School District

Attention: _____

- (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 Owner.
- (e) Service Contractor shall be responsible and have the financial wherewithal to cover any deductibles or retentions included on the certificate of insurance.
(additional review and terms will be inserted by DCDS's Risk Management)

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 DeKalb County School District Contracts for physical performance of services (i.e. public works contracts).

18.2 Service Contractor's compliance is set forth in Exhibit "B". The Service Contractor warrants and represents that evidence of the Service Contractor 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 ; and
- (d) Sub-Subcontractor Affidavit.

ARTICLE 19**TERMINATION FOR CAUSE**

19.1 Either Party hereto may terminate this Agreement, and the Contract, upon giving seven (7) days 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 Agreement for cause shall, as a condition precedent to the termination of this 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 Contractor agrees to hold harmless and indemnify the Owner, 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, 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 Contractor or any subcontractor(s), or as a result of defective Services under this Agreement and the Contract.

20.2 The Service Contractor 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 Contractor from events over which the Released Parties exercise no control. The Service Contractor 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 Agreement.

ARTICLE 21**CONTRACT ADMINISTRATION**

21.1 The Owner and the Service Contractor 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 Agreement and the Contract. The Owner's representative shall have no power or authority to change this Agreement, or Contract, or to execute or agree to any change orders. The Owner may change its representative or declare a designee by written notice to the Service Contractor.

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

21.3 Failure of the Owner or the Service Contractor to insist in any one or more instances on performance of any of the terms and conditions of this Agreement, or Contract, or to exercise any right or privilege contained in this Contract, or the waiver of any breach of the terms and conditions of this Agreement, and Contract, 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 Contractor and the Owner 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 Agreement, and Contract, shall be governed by the laws of the State of Georgia.

ARTICLE 22

FORCE MAJEURE

22.1 The Service Contractor will not be responsible or liable in any way for delay or failure to perform its obligations under this Agreement, and Contract, 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 23

CAPTIONS

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

ARTICLE 24

ENTIRE AGREEMENT

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

ARTICLE 25

MISCELLANEOUS

25.1 Unless otherwise expressly provided to the contrary in this Agreement, the term "day" shall mean calendar day.

25.2 Any claim, dispute or other matter in question arising out of or related to this Agreement, and Contract, 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 Contractor's services, the Service Contractor 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 Owner and Service Contractor 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 Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other Party to this Agreement, and Contract, 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 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.

25.3 The exclusive venue for any civil action arising out of or related to this 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 Agreement, the prevailing Party, in any such civil action shall be entitled to recover, in addition to any other relief awarded, its reasonable attorney fees and other costs, expenses and fees of every kind, incurred in connection with the lawsuit.

25.4 If any provision of this Agreement or the application thereof to any person or circumstance shall to any extent be held invalid, then the remainder of this 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 Agreement shall be valid and enforced to the fullest extent permitted by law.

25.5 This 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 Agreement. A scanned or photocopy of an original signature shall be deemed an original for purposes of this Agreement.

IN WITNESS WHEREOF, the Owner and the Service Contractor, 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 Agreement.

25.6 Service Contractor 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 Contractor, 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: Director of Communications, DeKalb County School District, 1701 Mountain Industrial Boulevard, Stone Mountain, GA 30083.

OWNER:

SERVICE CONTRACTOR:

DEKALB COUNTY SCHOOL DISTRICT

[Typed Name]

By: _____
[Signature]

By: _____ [SEAL]
[Signature]

[Printed Name, Title]

[Printed Name]

1701 Mountain Industrial Blvd
Stone Mountain, GA 30083

[Printed Address]

[Date of Execution]

[Date of Execution]

CONTRACT FOR PROFESSIONAL SERVICES

EXHIBIT "A"

DeKalb County School District RFQ No. 24-565

For

Athletic Trainer Services

CONTRACT FOR PROFESSIONAL SERVICES

EXHIBIT "B"

Service Contractor'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 Contractor that have not been explicitly accepted by DCSD in writing in this Agreement and Contract shall not be included in the

Contract Documents or this 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 dated _____

END OF EXHIBITS

Attachment L

RFQ 24-565 ATHLETIC TRAINER SERVICES

SIGNATURE PAGE

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

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 RFQ