



1701 MOUNTAIN INDUSTRIAL BOULEVARD, STONE MOUNTAIN, GEORGIA 30083

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

January 12, 2023

REQUEST FOR QUALIFICATIONS (RFQ) 23-02

INSURANCE DEFENSE LEGAL SERVICES

PROPOSAL SUBMISSION DEADLINE - 2:00 PM, Tuesday, February 7, 2023

PUBLIC PROPOSAL ACKNOWLEDGEMENT – 3:00 PM, Tuesday, February 7, 2023

PROPOSAL RESPONSES MUST BE RECEIVED IN THE CENTRAL PROCUREMENT OFFICE:

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

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

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

3:00 PM, Tuesday, February 7, 2023
DeKalb County School District
Finance Conference Room
1701 Mountain Industrial Blvd
Stone Mountain, Georgia 30083

RFP Contact Person is: Weyman Christopher, Purchasing Manager, at 678.676.1422

or email purchasing at solicitationquestions@dekalbschoolsga.org

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

COMPANY NAME _____

ADDRESS _____

AREA CODE, TELEPHONE NO., AND EXTENSION _____

OFFEROR FAX NUMBER _____

OFFEROR E-MAIL ADDRESS _____

PRINT CERTIFYING/ENGAGING COMPANY OFFICIAL'S NAME _____

SIGNATURE OF CERTIFYING/ENGAGING COMPANY OFFICIAL _____

TITLE OF CERTIFYING/ENGAGING COMPANY OFFICIAL _____

FEDERAL I.D. NUMBER _____

DATE _____

OFFEROR WEBADDRESS _____

Time is of the essence.

Approval by the DeKalb County Board of Education

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

Funding Provisions

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

Compliance With Requirements

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

Proposal is in complete compliance with proposal requirements.

Proposal deviates from stated requirements as follows:

Fiscal Year Funding Implications

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

Payment to Successful Vendor(s)

Payment for goods and services will be made by electronic funds transfer (EFT) or ACH Paymode. Vendor(s)/Supplier(s) doing business with DCSD are required to provide payment information when registering as a DCSD vendor at: <https://www.dekalbschoolsga.org/purchasing/>. Offerors must sign below acknowledging the above statement.

Signature of Engaging Official: _____

Date: _____
(Supplier Name / Certifying Official Signature)

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.

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

Conditional Proposals

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

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

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

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

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

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

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

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

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

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

RESPONSES RECEIVED BY FACSIMILE OR EMAIL WILL NOT BE ACCEPTED.

NOTICE TO OFFERORS

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

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

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

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



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

REQUEST FOR QUALIFICATIONS (RFQ)

RFQ 23-02

INSURANCE DEFENSE LEGAL SERVICES

THE SCHOOL CANNOT LIVE APART FROM THE COMMUNITY

COMPANY NAME/ CERTIFYING OFFICIAL SIGNATURE

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PART I

BACKGROUND AND INFORMATION

A. OBJECTIVES

Awarded offeror (“Service Provider”) shall provide services in accordance with the specifications, terms and conditions set forth in these proposal documents. 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 Insurance Defense Legal Services in accordance with the requirements of this RFQ.

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

B. GENERAL INFORMATION

DCSD is a metropolitan Atlanta public school system organized and existing under the Constitution and laws of the State of Georgia. DCSD is located in the fourth largest county in Georgia. DeKalb County is one of the most culturally diverse counties in the nation. DCSD has a student enrollment of approximately 100,000 students in pre-kindergarten through grade 12. With 139 schools and centers, DCSD educates the third largest pre-kindergarten through grade 12 student population in the State of Georgia. DCSD is the second largest employer in DeKalb County with over 15,500 full and part time employees.

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

DCSD includes approximately:

- 79 Elementary Schools
- 19 Middle Schools
- 20 High Schools
- 9 Start-up Charter Schools
- 2 Conversion Charter Schools
- 13 Specialized Learning Centers
- 8 Administrative Centers; and
- 5 Athletic Stadiums

Currently, DCSD has 112 Title I Schools. DCSD’s wide-area network connects instruction and administration sites to deliver technology and learning tools to every child. The main administrative offices are located at 1701 Mountain Industrial Boulevard, Stone Mountain, Georgia 30083. DCSD is governed by a seven-member Board of Education.

C. PROCUREMENT PROCESS

The procurement will be on a formally advertised basis. Proposals must be responsive to all aspects of this 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://dekalbschoolsqa.ionwave.net/Login.aspx>

E. PROPOSAL DEADLINES

Proposals in response to this RFQ must be received by the DCSD Procurement Department at 1701 Mountain Industrial Boulevard, Stone Mountain, Georgia 30083, no later than **2:00 PM, Tuesday, February 7, 2023.** Proposals received after the stated deadline will not be considered.

Proposals will be acknowledged publicly on **Tuesday, February, 2023 at 3:00 pm.**

F. SCHEDULE OF EVENTS

DATE

IonWave and GA Procurement Registry Postings	Thursday, January 12, 2023 and Thursday, January 19,, 2023
Deadline for Offerors to Submit Questions	Monday, January 23, 2023 12:00 Noon
Posted Responses to Questions	Friday, January 27, 2023 4:30 pm
RFQ Submission Deadline	Tuesday, February 7, 2023
RFQ Public Acknowledgment	Tuesday, February 7, 2023
Responses to questions will not be posted on official DCSD holidays or furlough days.	

G. FORMAT AND SUBMISSION OF PROPOSALS

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 Procurement Department according to the detailed instructions stated in this document.

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

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

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

•Responses shall be organized simply and economically. Emphasis must be placed on completeness and clarity. Proposals that do not include all required information may be disqualified.

•RFQ responses must be submitted in a sealed container plainly addressed as shown below. Containers not properly labeled as shown below will not be opened or considered.

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

SEE REQUIRED CONTENT / DOCUMENT CHECK LIST – PAGE 28.

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

SEALED PROPOSAL IDENTIFICATION LABEL:

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

SEALED PROPOSAL ADDRESS LABEL:

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

(SEALED PROPOSAL RESPONSE)
RFQ Number: RFQ 23-02
Insurance Defense Legal Services
RFQ Due Date: Tuesday, February 7, 2023 2:00PM
Company Name:

Company Mailing Address:

Contact Person Name:

Contact Telephone No.:
 (____) _____

(SEALED PROPOSAL RESPONSE)
 DeKalb County School District
 Procurement Department
 1701 Mountain Industrial Blvd
 Stone Mountain, GA 30083
 ATTN: Weyman Christopher

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

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

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

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

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

**Submit all responses to:
Weyman Christopher, Purchasing Manager
Procurement Department
DeKalb County School District
1701 Mountain Industrial Boulevard
Stone Mountain, Georgia 30083**

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

HAND DELIVERY SUBMISSION OF PROPOSALS: Prior to the submission deadline of Tuesday, February 7, 2023 at 2:00PM EST, an appointment must be scheduled with the Procurement Department by submitting an email request to solicitationquestions@dekalbschoolsga.org. Please enter "Proposal Submission Appointment - RFQ 23-02 Insurance Defense Legal Services" in the subject line of your email. All appointments must be scheduled on a Monday, Tuesday, Thursday or Friday between 9:00AM-12:00PM Noon, before the February 7, 2023 proposal deadline. A confirmation of the appointment will be sent via email.

VIRTUAL PUBLIC ACKNOWLEDGMENT: The public acknowledgment will be held virtually through Microsoft Teams on Tuesday, February 7, 2023 at 3:00PM EST. Those who would like to attend the acknowledgement, please register no later than Monday, February 6, 2023 by 4:00PM EST, by sending an email to solicitationquestions@dekalbschoolsga.org. Please enter "Public Acknowledgement – RFQ 23-02 Insurance Defense Legal Services" in the subject line of your email. An invitation will be sent to those participants no later than Tuesday, February 7, 2023 by 10:00AM EST.

H. RFQ CONTACT PERSON

The assigned contact person for offerors is Weyman Christopher, Purchasing Manager, for the Department of Procurement. Mr Christopher can be reached at 678.676.1422 or by email to solicitationquestions@dekalbschoolsga.org.

I. PROHIBITED CONTACTS

Except with the consent of the RFQ contact persons, all offerors, including any persons affiliated with or in any way related to the offeror, are strictly prohibited from contacting DeKalb County Board of Education members and DCSD employees or consultants on any matter having to do in any aspect with this RFQ, other than as provided herein. Any and all contacts with such persons associated with DCSD shall be in writing, in appropriate circumstances or cases, as directed by the contact person. Furthermore, no employee,

officer, or agent of the DeKalb County Board of Education or DCSD may participate in the selection, award or administration of a contract if he or she has a real or apparent conflict of interest.

Board Member Communication with Prospective Vendors

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

J. PRE-PROPOSAL CONFERENCE

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

K. QUESTIONS AND ANSWERS

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

The deadline to submit questions is **Monday, January 23, 2023 at Noon.**

Questions received after the deadline will not be considered. All questions received by Noon, January 23, 2023, shall be answered in writing and both the questions and answers will be posted to the following website on or before **Friday, January 27, 2023, 4:30 PM.** <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. CONTRACT TERMS

In the event DCSD determines that outsourcing these services are in its best interest, with the approval of the DeKalb County Board of Education, the successful offeror will be notified in writing. A contract confirming firm fixed price and other terms shall be signed by the parties. **Services are to begin on or about the Fall of 2023.** The initial contract duration shall be approximately one year from the date of execution. The contract may/may not contain up to **four (4) one (1) year renewal options** contingent upon DCSD's offer of such renewal, the successful offeror's acceptance and the approval of the DeKalb County Board of Education to extend the contract. The contract is subject to the approval of the DeKalb County Board of Education and to fiscal year funding limitations. The contract price must be held firm for the entire term of the contract. DCSD reserves the right to terminate any resulting contract for convenience. In the event of contract termination by DCSD, the DCSD will be responsible only for those services and deliverables that have been received and accepted. Any cancellation for convenience by DCSD shall be effective three (3) business days after receipt of the Notice of Cancellation for convenience from DCSD by the offeror. Non-performance of contract terms shall give sufficient cause for DCSD to cancel the contract. Non-performance shall be construed to include, but is not limited to, failure of the offeror to deliver equipment or perform services in the time specified or in the manner required.

A contract is attached which includes all of the terms and conditions that the offeror must affirm and comply. Refer to *Attachment G, 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.

H. 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.

I. 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

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

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

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

The Immigration and Security Certification, the Bidder E-Verify Affidavit, the Contractor Affidavit, the Subcontractor Affidavit and the Sub-Subcontractor Affidavit are found on pages 34-39 of this solicitation document. The Immigration and Security Certification, the Bidder E-Verify Affidavit, the

Contractor Affidavit, Subcontractor Affidavit and the Sub-Subcontractor Affidavit must be completed, notarized and submitted with your bid response.

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

_____ Please check here if the Illegal Immigration and Reform Act of 2011 **does not** apply to your solicitation, because it is one for items, commodities, or products. If this does not apply to any portion of the solicitation, then the bidder is not required to complete the Contractor Affidavit, the Subcontractor Affidavit and the Sub-Subcontractor Affidavit found on pages 37-39. **Please be advised that pages 34-36 must still be completed.**

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

J. INTERVIEWS

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

K. 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.

L. 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.

M. OWNERSHIP RIGHTS

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

N. 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.

O. 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.

Offeror must sign below acknowledging the above statement.

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

P. FINANCIAL STABILITY

1. Offeror shall provide a copy of their company's audited financial statements for the previous two (2) years – 2021 and 2022. **Provision of financial statements is required.**
2. Indicate here if your company is publicly traded or not publicly traded:
My company is publicly traded. _____/
My company is not publicly traded. _____/
3. If your company is a publicly traded company, provide a copy of your company's annual report for the previous two (2) years – 2021 and 2022.
4. List all civil and criminal proceedings your company has been the subject of, or named a party in, and provide the outcome of those proceedings. This list should include any lawsuits, administrative actions or litigation to which your company is currently a party or has been a party. Please explain the basis for all claims, your response to those claims and state whether a settlement was reached or a judgment entered.
5. State whether your company, or any affiliate currently or previously associated with your company, has ever filed a petition in bankruptcy, taken any actions with respect to insolvency, reorganization, receivership, moratoriums or assignment for the benefit of creditors, or otherwise sought relief from creditors.

COMPANY NAME/ CERTIFYING OFFICIAL SIGNATURE

6. State whether your company was the subject of any order, judgment or decree not subsequently reversed, suspended or vacated by any court permanently enjoining your company from engaging in any type of business practice.

Q. 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.

R. 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.

PART III SCOPE OF WORK

A. PROJECT OVERVIEW

DeKalb County School District (“DCSD”) is seeking qualifications for insurance defense legal services for DCSD from certified, competent and fully capable law firms with substantiated successful experience in insurance defense matters. These matters include, but are not limited to: workers’ compensation, general liability, automobile liability, personal and bodily injury, premise liability, property damage, subrogation, insurance coverage matters, and any other type of insurance defense issues DCSD may encounter in day-to-day business operation. This experience should, preferable, be with large scale educational institutions and/or public organizations.

DCSD anticipates entering into a one (1) year agreement with the selected, qualified law firm beginning on or about the **Fall of 2023** upon the approval of the Board of Education. The initial contract duration shall be through December 2, 2024. The contract will contain **four (4) one-year extension options** contingent upon DCSD’s offer of such extension, the successful Offeror’s acceptance and the approval of the DeKalb County Board of Education to extend the contract.

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

B. PROJECT SCOPE

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

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

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

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

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

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

- 1) Please describe in detail your law firm’s overall legal expertise and the law firm’s management and organizational capabilities, particularly regarding staff, resources and capacity to respond to critical time and complex scope requirements on short notice.

Respondents to this Request for Qualifications are required to demonstrate and include with their submissions to this RFQ, a full and complete law firm profile, to include, but not be limited to: the date of establishment, firm location mission statement, firm location, type and confirmation of your firm’s legal entity form, law firm’s organizational structure/chart, principals’ names and titles, firm size in relation to industry, number of employees, law firm’s history, financial position and all relevant current and past experience on similar projects.

- 2) Explain your legal expertise and experience in K-12 education for the most common areas of practice relating to public school districts, including but not limited to the list below. If your firm is not able to provide the full scope of services identified above, please indicate clearly which areas your firm can service and which it cannot.

The list below is representative but not exhaustive of the scope of services or areas of need in serving DCSD.

General Liability:

- Automobile Liability
- Personal and Bodily Injury Liability
- Premise Liability
- Property Damage Liability
- Transportation Liability
- Subrogation
- Wrongful Death

Workers’ Compensation:

- Defending work-related injury and death claims
- Handling hearings before an Administrative Law Judge
- Pursuing possible subrogation claims

- Pursuing possible Subsequent Injury Trust Fund claims
- Medicare Set Aside and Conditional Payment Issues
- Mediation and/or Arbitration

Insurance Coverage:

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

Overall:

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

C. COMPANY PROFILE

Offerors to this Request for Qualifications are required to demonstrate, and include with their submissions to this RFQ, a full and complete company profile, to include, but not be limited to: the date of establishment, mission statement, type and confirmation of company's legal entity form, company's organizational structure/chart, principals' names and titles, company size in relation to industry, number of employees, qualifications of employees, company history, financial position, and all relevant current and past experience on similar projects, including the firm's overall experience in providing Insurance Defense Legal Services for a large urban school district.

D. ORGANIZATIONAL QUALIFICATION

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

E. 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.

F. REFERENCES

Offeror must provide the names and contact phone numbers of at least three clients, preferably large urban school districts, for whom the offeror has provided (or is providing) Insurance Defense Legal Services. Refer to Attachment C, page 31.

G. ADDED VALUE

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

H. EVALUATION CRITERIA

DCSD advertises this RFQ as an opportunity for interested and qualified firms specializing in Legal Services 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 for Insurance Defense Legal Services for DCSD.

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

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

Staffing and Project Qualifications (25%)

Cost of Services (25%)

Experience (25%)

Organizational Qualifications (15%)

Quality of any Prior Service (5%)

References (5%)

Relative Weight	Evaluation Criteria	Score
25	Management and Project Qualifications (25%)	
25	Cost of Services (25%)	
25	Experience (25%)	
15	Organizational Qualifications (15%)	
5	Quality of any Prior Service (5%)	
5	References (5%)	
100	TOTAL SCORE	

I. TRANSITION PLAN

a. Transition on Commencement of Contract

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

b. Transition and Continuity of Service upon Expiration of Contract

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

3. Exercise best efforts and cooperation for an orderly and efficient transition to another legal services provider or to DCSD.
4. Negotiate a plan in good faith with successor to determine the nature and extent of the phase-in, phase-out services required. The plan shall specify a date for services described in the plan and shall be subject to approval by DCSD. The existing legal services provider shall provide sufficient experienced personnel during the phase-in and phase-out periods to ensure that the imperious services in the contract are maintained at the required level of need and proficiency.
5. 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.
6. 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.

J. BROCHURES, CATALOGS, MANUALS, WEBSITES, LITERATURE

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

K. REQUIRED CONTENT / DOCUMENT CHECKLIST

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

Refer to Part I, Section G, Page 10, for additional information on the format and submission of proposals. Offerors are required to submit **one (1) original, one (1) duplicate copy and (1) electronic copy (flash drive) of the proposal.** One (1) duplicate copy is required to be submitted with the original in a sealed package. It is recommended that the copies be made after the original is complete and fully executed (signed and initialed) by the offeror's authorized representative.

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

Responses must be submitted on 8 1/2" 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 23-02 – Insurance Defense Legal Service, MUST BE the first document in the submission); this document consists of 60 pages and is located at <https://dekalbschoolsga.ionwave.net/Login.aspx>

Please note the following requirements:

- Table of Contents for your submission
- Addenda – Each individual Addendum must be printed, signed and inserted immediately following the Table of Contents (Mandatory Requirement)
- Certificate of Insurance (Mandatory Requirement)
- Offeror's Client References (Mandatory Requirement)
- Company Financial Statements
- Attachment A – Fee Schedule (Mandatory Requirement)
- Attachment B - Critical Paragraphs (Mandatory Requirement)
- Attachment C - Offeror's Client Reference Form (Mandatory Requirement)
- Attachment D – Statement of Confidentiality (Mandatory Requirement)
- Attachment E – Suspension and Debarment (Mandatory Requirement)
- Attachment F – Immigration and Security Certification (Mandatory Requirement)
- Attachment H – Signature Page Mandatory Requirement)
- Company Profile
- Project Scope of Work
- Added Value
- Remember: one (1) original, one (1) duplicate copy and (1) electronic copy (flash drive) of the proposal., in three-ring binders with tabs separating the required sections. (Mandatory Requirements)

Attachment A

RFQ 23-02

INSURANCE DEFENSE LEGAL SERVICES

Fee Schedule

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 Insurance Defense Legal Services in accordance with the specifications, requirements and terms and conditions of this RFQ.

Include any value added services at "no cost."

Complete the following:

Company Name

Authorized Company Representative Name (please print)

Title

Authorized Company Representative Signature

Date

Address

Phone

Fax

Email

Attachment B

RFQ 23-02

INSURANCE DEFENSE LEGAL SERVICES

Critical Paragraphs

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

- 1) _____ 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.
D.
- 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, I, page 18.
- 5) _____ Offerors certify that they have not engaged in collusion and guarantee that their response is not made in conjunction with or on behalf of another party and that they have not been directly or indirectly induced or acted in any manner to result in restriction of trade or unfair advantage.
- 6) _____ The DCSD reserves the right to reject any and/or all responses submitted and to waive any technicalities or minor irregularities in responses received. DCSD reserves the right to award any resulting contract in the manner that is in the best interest of and most advantageous DCSD.
- 7) _____ Offeror understands that this solicitation requires Board of Education Approval.

Attachment C
RFQ 23-02
INSURANCE DEFENSE LEGAL 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.

 COMPANY NAME/ CERTIFYING OFFICIAL SIGNATURE

Attachment D

RFQ 23-02 INSURANCE DEFENSE LEGAL SERVICES

Statement of Confidentiality and Non-Disclosure

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

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

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

Offeror Company Name

Company Representative

Date

Attachment E

RFQ 23-02

INSURANCE DEFENSE LEGAL SERVICES

SUSPENSION AND DEBARMENT CERTIFICATION

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

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

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

The prospective offeror shall provide immediate written notice to the DCSD 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 F

RFQ 23-02 INSURANCE DEFENSE LEGAL SERVICES

IMMIGRATION & SECURITY CERTIFICATION

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

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

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

(a) _____ (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: _____

Solicitation Number (if applicable): _____

Name of Public Employer: DeKalb County School District

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

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

Signature of Authorized Officer or Agent _____

Printed Name and Title of Authorized Agent: _____

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

Notary Public _____

My Commission Expires: _____

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

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

Federal Work Authorization User Identification number: _____

Date of Authorization: _____

Name of Subcontractor: _____

Name of Project: _____

Solicitation Number (if applicable): _____

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

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

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

Signature of Authorized Officer or Agent _____

Printed Name and Title of Authorized Agent: _____

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

Notary Public _____

My Commission Expires: _____

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

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

Federal Work Authorization User Identification Number: _____

Date of Authorization: _____

Name of Subcontractor: _____

Name of Project: _____

Solicitation Number (if applicable): _____

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

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

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

Signature of Authorized Officer or Agent _____

Printed Name and Title of Authorized Agent: _____

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

Notary Public _____

My Commission Expires: _____

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

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

Federal Work Authorization User Identification Number: _____

Date of Authorization: _____

Name of Sub-subcontractor: _____

Name of Project: _____

Solicitation Number (if applicable): _____

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

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

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

Signature of Authorized Officer or Agent _____

Printed Name and Title of Authorized Agent: _____

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

Notary Public _____

My Commission Expires: _____

Attachment G

RFQ 23-02 INSURANCE DEFENSE LEGAL 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.: 23-02 Insurance Defense Legal 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. 23-02 (**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**;

COMPANY NAME/ CERTIFYING OFFICIAL SIGNATURE

- 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 and 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. _____

COMPANY NAME/ CERTIFYING OFFICIAL SIGNATURE

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: Weyman Christopher, Purchasing Manager, 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

COMPANY NAME/ CERTIFYING OFFICIAL SIGNATURE

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

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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.

COMPANY NAME/ CERTIFYING OFFICIAL SIGNATURE

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, Bodily Injury and Property Damage	\$1,000,000 per occurrence
Comprehensive Auto Liability	\$2,000,000 annual aggregate
Bodily Injury and Property Damage Covering Owned, Hired and Non-Owned Autos	\$1,000,000 per occurrence
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

COMPANY NAME/ CERTIFYING OFFICIAL SIGNATURE

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. 23-02

For

Insurance Defense Legal Services

COMPANY NAME/ CERTIFYING OFFICIAL SIGNATURE

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

COMPANY NAME/ CERTIFYING OFFICIAL SIGNATURE

SAMPLE - CONTRACT FOR PROFESSIONAL SERVICES

EXHIBIT "C"

DeKalb County Board of Education Directive

Signed by the Superintendent and dated _____

COMPANY NAME/ CERTIFYING OFFICIAL SIGNATURE

CONTRACT FOR PROFESSIONAL SERVICES

EXHIBIT "D"

Notice of Award dated _____

COMPANY NAME/ CERTIFYING OFFICIAL SIGNATURE

CONTRACT FOR PROFESSIONAL SERVICES

END OF EXHIBITS

COMPANY NAME/ CERTIFYING OFFICIAL SIGNATURE

Attachment H
RFQ 23-02
INSURANCE DEFENSE LEGAL SERVICES

SIGNATURE PAGE

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

 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