



Signature Routing Form

COS Initials: _____

For Superintendent's Approval/Signature

Date: 5/30/2024

Division Head: Erick Hofstetter (Operations)

Initials: EAH

Purpose: Superintendent's Approval/Signature

Other: Click here to enter text.

Title of Document: District Wide Moving Services (Armstrong Transfer & Storage Co., Inc.)

From (if other than Division Head): Click here to enter name & department.

Legal Review: NO YES

BOE Approval: NO YES

Charge Code: Enter charge code here.

Notes: The vendor has agreed to provide moving service to the DCSD. The Board approved the contract during the December 2023 meeting.

7

DEADLINE and DUE BY AREAS ARE FOR URGENT ITEMS ONLY

Deadline: Choose an item.

Due by: Click here to enter a date.

Return documents to: Click here to enter name and extension.

Kea Arthur
Ext 11475

For Superintendent's Office Use Only

Date received: 6-4-24

Date returned: 6-11-24

Processor's Initials: SMC



Robert R. Freeman Administrative Complex
1701 Mountain Industrial Boulevard
Stone Mountain, GA 30083

MEMORANDUM

TO: Mr. Erick Hofstetter, Chief Operating Officer
Division of Operations

FROM: Dr. Devon Q. Horton, Superintendent
Office of the Superintendent

DATE: December 11, 2023

RE: RFP 24-556 District Wide Moving Services - Atlanta Cargo Transportation Co., Atlanta Peachtree Movers, Beltmann Relocation Group, AVS Lines Services Inc., The Armstrong Group, for a term through December 11, 2027 (Not to exceed \$450,000)

At its business meeting on Monday, December 11, 2023, the DeKalb Board of Education approved the contract 24-556 for district wide moving services to Atlanta Cargo Transportation Co., Atlanta Peachtree Movers, Beltmann Relocation Group, AVS Lines Services Inc., The Armstrong Group, for a term through December 11, 2027, not to exceed amount of \$450,000.

Please take the appropriate action to affect this directive of the Board.

DQH:cm

c: Ms. Carla Smith, Executive Director, Vendor Services, Division of Finance
Ms. Latrice Brown-Shropshire, Purchasing Assistant, Vendor Services, Division of Finance

Fw: [EXTERNAL]Re: RFP 24-556 District Wide Moving Services

Daniel Denton (Finance) <Daniel_Denton@dekalbschoolsga.org>

Fri 5/10/2024 9:03 AM

To: Lekeisha Duffy (Facilities & Operation) <Lekeisha_Duffy@dekalbschoolsga.org>

Cc: Kea Arthur (Facilities & Operation) <Kea_Arthur@dekalbschoolsga.org>; Bobby Moncrief (Facilities & Operation) <Bobby_Moncrief@dekalbschoolsga.org>

📎 6 attachments (8 MB)

copier@goarmstrong.com_20240416_134620.pdf; Exhibit D-Armstrong_Acceptance_Signed_Acceptance.pdf; Exhibit B-Armstrong_Company_Vendor_Response.pdf; Armstrong_Company_COI.pdf; Exhibit C - Board Directive RFP_24_556_District_Wide_Moving_Services.pdf; Exhibit A - RFP_24_556_District_Wide_Moving_Services_Original_Solicitation.pdf;

The attached RFP 24-556 service agreement with Armstrong Transfer & Storage Co., Inc. is approved as to form. Please prepare the cover sheet and submit for superintendent signature.

Daniel Denton, Esq.

Contract Administrator

Vendor Services, Finance Department

DeKalb County School District

1701 Mountain Industrial Boulevard

Stone Mountain, GA 30083

678-676-0108

Daniel_Denton@dekalbschoolsga.org

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From: Fuquan Harper <fharper@goarmstrong.com>

Sent: Tuesday, April 16, 2024 3:21 PM

To: Devonya Brown (Finance) <Devonya_Brown@dekalbschoolsga.org>

Cc: Daniel Denton (Finance) <Daniel_Denton@dekalbschoolsga.org>; Weyman Christopher (Finance) <Weyman_F_Christopher@dekalbschoolsga.org>; Sierra McGhee-Adams (Finance) <Sierra_McGhee-Adams@dekalbschoolsga.org>; Lakesia Watkins (Finance) <Lakesia_Watkins@dekalbschoolsga.org>; Latrice Brown-Shropshire (Finance) <Latrice_Brown@dekalbschoolsga.org>; Sharmaine Greenland (Finance) <sharmaine_greenland@dekalbschoolsga.org>; Bobby Moncrief (Facilities & Operation) <Bobby_Moncrief@dekalbschoolsga.org>

Subject: [EXTERNAL]Re: RFP 24-556 District Wide Moving Services

You don't often get email from fharper@goarmstrong.com. [Learn why this is important](#)

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Please use the Junk/Phishing reporting feature in your Outlook Email to report any suspicious emails so that an investigation can be started if needed.

Please see the attached and let me know if you need anything further.

Fuquan Harper

Senior Vice President

The Armstrong Company

6059 Relocation Way

Ooltewah, TN 37363

Office: (423) 643-3704

Cell: (423) 710-7908

goarmstrong.com

From: Devonya Brown (Finance) <Devonya_Brown@dekalbschoolsga.org>

Sent: Tuesday, April 16, 2024 12:54 PM

To: Fuquan Harper <fharper@goarmstrong.com>

Cc: Daniel Denton (Finance) <Daniel_Denton@dekalbschoolsga.org>; Weyman Christopher (Finance) <Weyman_F_Christopher@dekalbschoolsga.org>; Sierra McGhee-Adams (Finance) <Sierra_McGhee-Adams@dekalbschoolsga.org>; Lakesia Watkins (Finance) <Lakesia_Watkins@dekalbschoolsga.org>; Latrice Brown-Shropshire (Finance) <Latrice_Brown@dekalbschoolsga.org>; Sharmaine Greenland (Finance) <sharmaine_greenland@dekalbschoolsga.org>; Bobby Moncrief (Facilities & Operation) <Bobby_Moncrief@dekalbschoolsga.org>

Subject: RFP 24-556 District Wide Moving Services

Greetings,

My name is DeVonya Brown and I am a contract specialist for DeKalb County School District. As a result of Armstrong Company being awarded RFP 24-556 District Wide Moving Services, I have attached a copy of the Service Agreement along with all relevant exhibits for your company's review and signature. After your review, please return a copy complete with your signature. Once the Superintendent provides his signature, I will send a fully executed copy for your records. If you have any additional questions or concerns, feel free to contact me.

Kind Regards,

DeVonya N. Brown

Contract Compliance Specialist II

DeKalb County School District

Division of Finance

Vendor Services

Devonya_Brown@dekalbschoolsga.org

1701 Mountain Industrial Boulevard

Stone Mountain, Georgia 30083

678.676.0286/Direct

678.676.0059/Fax

SERVICE AGREEMENT

BETWEEN THE

DEKALB COUNTY SCHOOL DISTRICT

AND

ARMSTRONG TRANSFER & STORAGE CO. INC

Service Provider: Armstrong Transfer & Storage Co. Inc

Project Name: District Wide Moving Services

**Address: 6059 Relocation Way
Ooltewah, TN 37363**

RFP No.: 24-556

Description: District Wide Moving Services

THIS SERVICES AGREEMENT and the below referenced documents attached as Exhibits (hereinafter the "Service Agreement") is made and entered into by and between the DeKalb County School District (hereinafter the "DCSD") whose address is 1701 Mountain Industrial Boulevard, Stone Mountain, Georgia 30083 and Armstrong Transfer & Storage Co. Inc(hereinafter the "Service Provider") whose physical address is 6059 Relocation Way, Ooltewah, TN 37363. DCSD and Service Provider are referred to herein collectively as the "Parties" and individually as a "Party."

WHEREAS, DCSD desires to retain the services of a competent and qualified Service Provider to provide District Wide Moving Services; and

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

WHEREAS, after review and consideration of all responsive proposals, DCSD intends to engage the Service Provider to provide District Wide Moving Services; and

WHEREAS, the Service Provider remains agreeable to provide District Wide Moving Services and represents that it is competent, qualified, capable, and prepared to do so according to the terms and conditions stated herein;

The Service Agreement consist of:

- a. This Service Agreement (Agreement for Services);
- b. Request for Proposals (RFP) No. **24-556 (Exhibit A)**;
- c. The Service Provider's Proposal to the above-numbered RFP, including pricing, and any applicable Scope of Services and any applicable Payment and Payment Terms Schedule attached except that objections or amendments by Service Provider that have not been explicitly accepted by DCSD in writing in this Service Agreement shall not be included in this Service Agreement and shall be given no weight or consideration; **(Exhibit B)**;
- d. Board Directive originally dated **December 11, 2023 (Exhibit C)**; and
- e. Notice of Award dated **December 19, 2023 (Exhibit D)**.

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

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

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

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

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

ARTICLE 1

PARTIES TO THE SERVICE AGREEMENT

The DCSD's address and its contact person are:

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

Attention: Ms. Carla Smith, Chief Financial Officer

Phone: 678-676-0133

Email: Carla_Smith@dekalbschoolsga.org

With a copy to:

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

Attention: Dr. Devon Q. Horton, Superintendent

The Service Provider's contact information is:

Company Name: Armstrong Transfer & Storage Co. Inc

Address: 6059 Relocation Way
Ooltewah, TN 37363

Contact Person: Fuquan Harper
Title: Senior Vice President
Phone: 423-643-3704
Email: fharper@goarmstrong.com

Any notice or consent required to be given by or on behalf of any Party hereto to any other Party hereto shall be in writing and shall be sent to DCSD or to the Service Provider by (a) registered or certified United States mail, return receipt requested, postage prepaid, (b) personal delivery, or (c) overnight courier

service. All notices sent to the above addresses shall be binding unless said address is changed, and provided in writing to the other Party, no less than fourteen days before such notice is sent.

ARTICLE 2

DURATION OF AGREEMENT

- 2.1 **Agreement Term.** The term of this Service Agreement begins on the date executed by the last Party to execute below (hereinafter the "Effective Date"). The performance period for this Service Agreement shall terminate on June 30, 2025.
- 2.2 **Agreement Renewal.** In addition to the base period, there are four (4) one-year optional renewal terms (each a "Renewal Term") to be exercised at the sole discretion and approval of DCSD. Additionally, as required by O.C.G.A. § 20-2-506, this Service Agreement shall terminate absolutely and without further obligation on the part of DCSD at the close of the calendar year in which it was executed and at the close of each succeeding calendar year for which it may be renewed, but shall be automatically renewed for each subsequent calendar year during the term unless DCSD terminates this Service Agreement, by providing Service Provider with thirty (30) days advance notice of termination prior to the end of the calendar year. Renewal will depend upon the best interests of the DCSD, funding, and Service Provider's performance subject to the other termination methods available to the DCSD herein. Any respective obligations of Service Provider or DCSD hereunder which by their nature would continue beyond the termination, cancellation or expiration of this Agreement shall survive such termination, cancellation or expiration.
- 2.3 **Total Obligation.** Pursuant to O.C.G.A § 20-2-506(b), it is agreed and understood that the Board of Education of DeKalb County has established a not-to-exceed amount for all Work to be performed under RFP 24-556, which includes an award to multiple vendors. Authorization for specific Work under the RFP to specific vendors who have been awarded work under the RFP shall be at the sole discretion of DCSD. The combined spend for the RFP across all of the awarded vendors shall not exceed the annual spend authorization set by the Board of Education of DeKalb County for the RFP. It is further agreed and understood that no work under this Agreement shall be authorized at such time that the collective spend under the RFP exceeds the total authorized not-to-exceed amount pursuant to the RFP. No work shall commence under this Agreement until the assigned vendor receives express written authorization from DCSD to commence its work to include a statement of estimated costs and date of completion of the subject work.

ARTICLE 3

SCOPE OF SERVICES

- 3.1 DCSD does hereby retain Service Provider to furnish those services and to perform those tasks (collectively, the "Services") as further described in (i) the DCSD's Request for Proposal 24-556, to include all attachments and addenda, attached hereto as Exhibit "A" and incorporated herein by reference; and (ii) the Service Provider's final responsive thereto, attached hereto as Exhibit "B" and incorporated into this Agreement by this reference. A complete copy of the Scope of Work section of RFP 24-556, to include the Service Provider's final responsive proposal, is attached as Exhibit "B" and made a part of this Service Agreement.
- 3.2 Service Provider shall be solely responsible for the professional quality, accuracy, competence, methodology, and the coordination of all Services performed pursuant to this Agreement.
- 3.3 DCSD's review, approval, or acceptance of any of the Service Provider's Services shall

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

ARTICLE 4

COMPENSATION

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

ARTICLE 5

WORKING RELATIONSHIP

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

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

5.3 For purposes of safety and otherwise, the Service Provider, at all times, shall ensure its ability to thoroughly and clearly communicate, in any and all necessary languages, with the DCSD representative and with the Service Provider's employees, agents, representatives, and subcontractors.

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

ARTICLE 6

INVOICING AND AGREEMENT PRICE

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

6.2 **Agreement Price.** DCSD shall pay, and the Service Provider shall accept, as full and complete payment for the Contractor's timely performance of its obligations hereunder the fixed price listed in section 2.3. The price set forth in Paragraph 2.3 shall constitute the Agreement Price, which shall not be modified except where evidence acceptable to DCSD of changed market conditions and indices is produced. Such modification may only be made once per year and shall only become effective upon the renewal of the Agreement at the start of the subsequent year. 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 DCSD

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

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

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

ARTICLE 8

INDEPENDENT CONTRACTOR

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

8.2 The Service Provider shall maintain strict discipline among all personnel employed at DCSD, nor shall any person employed on any Services site have in his or her possession any drugs, alcohol or firearms. Unprofessional conduct, including but not limited to horseplay, wrestling, and fighting, shall not be permitted or allowed. No employee, subcontractor or representative of the Service Provider

shall use any tobacco product while at any Services site, on any property owned by DCSD or at any function or event sponsored by or held on behalf of DCSD.

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

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

ARTICLE 9

RESPONSIBILITY FOR SERVICES

9.1 In the performance of this Agreement, the Service Provider warrants that it shall consistently render its best efforts and shall exercise that degree of skill and care which others would exercise in like circumstances and that its Services will be performed without errors or omissions. Service Provider shall be responsible for the accuracy of its Services and any error and/or omission made by the Service Provider in any work under this Agreement, and Contract. Services performed by the Service

Provider shall be subject to review and acceptance in stages as required by DCSD. Acceptance shall not relieve the Service Provider of its professional obligation to correct, at Service Provider's own expense, any errors in the Services.

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

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

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

9.5 DCSD MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED.

ARTICLE 10

OWNERSHIP OF WORK PRODUCT

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

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

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

ARTICLE 11

ACCOUNTING AND RECORDS

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

ARTICLE 12

COMPLIANCE WITH LAWS

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

ARTICLE 13

EQUAL EMPLOYMENT OPPORTUNITY

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

ARTICLE 14

CONTINGENCY FEES

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

ARTICLE 15

SUBCONTRACTORS

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

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

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

ARTICLE 16

SUCCESSORS AND ASSIGNS

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

ARTICLE 17

INSURANCE

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

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

17.3 The insurance requirements of this 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 Bodily Injury and Property Damage Covering Owned, Hired and Non-Owned Autos	\$3,000,000 per accident
Professional Liability	
Umbrella or Excess Insurance	\$5,000,000 annual aggregate

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

- 17.5 Certificates of Insurance must be executed with the following provisions:
- (a) Certificates to contain policy number, policy limits, and policy expiration date of all policies issued in accordance with this Service Agreement;
 - (b) Certificates to contain the project number, location of property, name of property and operations information to which the insurance applies;
 - (c) Certificates are to be issued to:
DeKalb County School District
DeKalb County Board of Education
1701 Mountain Industrial Blvd.
Stone Mountain, GA 30083
Attention: Risk Management Department
 - (d) Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least thirty (30) days prior written notice to the DCSD.
 - (e) Service Provider shall be responsible and have the financial wherewithal to cover any deductibles or retentions included on the certificate of insurance.

ARTICLE 18

ILLEGAL IMMIGRATION REFORM AND ENFORCEMENT ACT OF 2011

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

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

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

ARTICLE 19

TERMINATION FOR CAUSE

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

ARTICLE 20

INDEMNIFICATION

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

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

ARTICLE 21

AGREEMENT ADMINISTRATION

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

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

21.3 Failure of the DCSD or the Service Provider to insist in any one or more instances on performance of any of the terms and conditions of this Service Agreement, or to exercise any right or privilege contained in this Service Agreement or the waiver of any breach of the terms and conditions of

this Service Agreement, shall not be considered as creating or constituting a waiver of any such terms, conditions, rights or privileges, and the same shall continue and remain in force and effect.

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

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

ARTICLE 22

PUBLIC RECORDS

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

ARTICLE 23

FORCE MAJEURE

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

ARTICLE 24

CAPTIONS

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

ARTICLE 25

ENTIRE SERVICE AGREEMENT

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

ARTICLE 26

MISCELLANEOUS

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

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

26.3 The exclusive venue for any civil action arising out of or related to this Service Agreement shall be in the federal, superior, or state courts of DeKalb County, Georgia. If any civil action is instituted to interpret, enforce or rescind this Service Agreement, the prevailing party in such lawsuit shall be entitled to recover, in addition to any other relief awarded, its reasonable attorney fees and other fees, costs, and expenses of every kind, incurred in connection with the lawsuit.

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

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

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

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

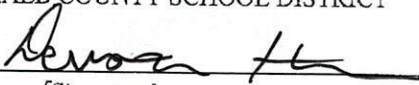
Communications Department, DeKalb County School District, 1701 Mountain Industrial Blvd., Stone Mountain, Georgia, 30083.

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

DCSD:

DEKALB COUNTY SCHOOL DISTRICT

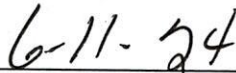
By:


[Signature]

Dr. Devon Q. Horton, Superintendent

1701 Mountain Industrial Blvd

Stone Mountain, Georgia 30083

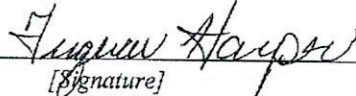


[Date of Execution]

SERVICE PROVIDER:

ARMSTRONG TRANSFER & STORAGE CO. INC

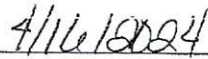
By:


[Signature]

Fuquan Harper, Senior Vice President

6059 Relocation Way

Ooltewah, TN 37363



[Date of Execution]

EXHIBIT "A"

DeKalb County School District RFP No. 24-556

For

District Wide Moving Services

EXHIBIT "B"

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

EXHIBIT "C"

DeKalb County Board of Education Directive

Originally dated December 11, 2023

EXHIBIT "D"

Notice of Award Letter and Acceptance Dated December 19, 2023

END OF EXHIBITS



Finance

December 19, 2023

fharper@goarmstrong.com

The Armstrong Company

6059 Relocation Way

Ooltewah, TN 37363

ATTN: Fuquan Harper, Senior Vice President

Reference: RFP 24-556, District Wide Moving Services – Notice of Award

Dear Mr. Harper:

The DeKalb County School District Board of Education has awarded the above referenced RFP to The purpose of this letter is to obtain The Armstrong Company's acceptance of DeKalb County School District's ("DCSD") award offer of RFP 24-556, District Wide Moving Services.

All DeKalb County School District vendors are required to register through the Vendor Self Service Portal to submit the mandatory documents listed below:

- Immigration and Security Form
- Contractor Affidavit and Agreement Form
- Subcontractor Affidavit and Agreement Form (if applicable)
- W9

The Vendor Self Service Portal is located at <https://dekalb.munisselfservice.com/default.aspx>. The vendor registration application must be completed to comply with the Illegal Reform and Enforcement Act of 2011 requirements. The above documentation will be verified through the Vendor Self Service Portal.

Insurance policy or policies must be maintained throughout the term of this agreement and DCSD shall be listed as additionally insured. It is the responsibility of the award vendor to submit a current copy of insurance renewals. Please submit a copy of your company's proof of insurance reflecting the coverage (s) included with this offer of award. A copy of the insurance requirements for the referenced solicitation has been included for convenience.

If these terms are acceptable, please sign the acknowledgement below, email the acknowledgment to Lakesia.Watkins@dekalbschools.ga.org and complete the vendor registration process to upload the required Immigration and Security Certification documents no later than Wednesday, January 3, 2024.

THIS LETTER IS ONLY A NOTIFICATION OF BID AWARD AND IS NOT AN ORDER. Purchase orders will be directed to you as these items and/or services may be requested by the various schools/departments within the DeKalb County School District.

Thank you for your interest and cooperation on behalf of the DeKalb County School District.

Sincerely,

Carla L. Smith

Carla L. Smith
Executive Director, Vendor Services

Enclosure: Insurance Requirements

c: Mr. Erick Hofstetter
Mr. Keith Singleton
Mr. Weyman F. Christopher
CLS/lw

ACKNOWLEDGMENT

The Armstrong Company hereby accepts DeKalb County School District's offer of award of RFP 24-556, District Wide Moving Services at the same prices, terms, and conditions as stated in the original solicitation document and understands an Agreement of Professional Services will follow.

Fugan Harper
Authorized Signatory

1/21/2024
Date

Fugan Harper
Name (Typed or Printed)

Vice President
Title of Authorized Signatory



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/20/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Stephens Insurance, LLC 111 Center Street, Suite 100 Little Rock, AR 72201 www.stephensinsurance.com		CONTACT NAME: Felecia Prince PHONE (A/C, No, Ext): 501-377-8459 FAX (A/C, No): E-MAIL ADDRESS: felecia.prince@stephens.com															
INSURED Armstrong Transfer & Storage Company, Inc./ Armstrong Relocation Company, Chattanooga, TN 6059 Relocation Way Ooltewah TN 37363		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Travelers Property Casualty Co of Amer</td> <td>25674</td> </tr> <tr> <td>INSURER B: AXIS Surplus Insurance Company</td> <td>26620</td> </tr> <tr> <td>INSURER C: Travelers Casualty and Surety Co of Amer</td> <td>31194</td> </tr> <tr> <td>INSURER D: National Fire & Marine Insurance Co</td> <td>20079</td> </tr> <tr> <td>INSURER E: Steadfast</td> <td>26387</td> </tr> <tr> <td>INSURER F: Great American Assurance Company</td> <td>26344</td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Travelers Property Casualty Co of Amer	25674	INSURER B: AXIS Surplus Insurance Company	26620	INSURER C: Travelers Casualty and Surety Co of Amer	31194	INSURER D: National Fire & Marine Insurance Co	20079	INSURER E: Steadfast	26387	INSURER F: Great American Assurance Company	26344
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INSURER F: Great American Assurance Company	26344																

COVERAGES **CERTIFICATE NUMBER: 77833440** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Includes Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	TC2JGLSA-0T011562-TIL-23	4/1/2023	4/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 Retention \$ 500,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	TC2JCAP-0T011574-TIL-23	4/1/2023	4/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Retention \$ 500,000
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	P-001-000090609-05	4/1/2023	4/1/2024	EACH OCCURRENCE \$ 5,000,000
D	DED RETENTION \$			42-XSF-327475-01	4/1/2023	4/1/2024	AGGREGATE \$ 5,000,000 Occurrence/Aggregate \$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	UB-1T533301-23-51-K - AOS SEE REMARKS Retention \$250,000	4/1/2023	4/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Crime			105577055	7/31/2023	7/31/2024	Limit \$2,250,000-Retention \$150,000
A	Cargo & Logistics/Legal/Warehousemen Warehousemen Unscheduled loc: \$5M			QT-660-4T551871-TIL-23	7/31/2023	7/31/2024	Transit In/On Land Vehicle/Cont. \$2M Any Railroad/Aircraft \$2M Ded. \$10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Work Comp only applies to Named Insured's Employees- Work Comp Coverage for Independent Contractors no longer provided DeKalb County School Board, the DeKalb County School District, DCSD, and their officials, officers, employees, agents, volunteers, and assigns are included as additional insured with respect to the general liability, auto liability & excess liability when required by written contract. Waiver of subrogation applies to the general liability, auto liability, excess liability, and workers compensation when required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

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

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Ted Grace

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The ACORD name and logo are registered marks of ACORD

ACORD 25 (2016/03)

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY Stephens Insurance, LLC		NAMED INSURED Armstrong Transfer & Storage Company, Inc./ Armstrong Relocation Company, Chattanooga, TN 6059 Relocation Way Ooltewah TN 37363	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE	(Empty)	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability (03/16)

HOLDER: Dekalb County School District

ADDRESS: 1701 Mountain Industrial Blvd. Stone Mountain GA 30083

Excess Layers:

Steadfast- \$5MX\$10M - Policy# AEC 7967251-00 - 04/01/2023 - 04/01/2024
 Great American Assurance- \$5M X \$15M - Policy# EXC 4901585 - 04/01/2023 - 04/01/2024
 HDI Specialty Insurance Company -#5M X \$20M - Policy# TBD -- 04/01/2023 - 04/01/2024

Retro WC Travelers UB1T532758-23-51R - MA,WI 04/01/2023 - 04/01/2024
 WC Retention \$250,000

ERISA Coverage- Travelers Policy#105577055, 07/31/2023 - 07/31/2024- Limit \$2,000,000, \$0 Retention, Crime Coverage Limit: \$2,250,000- Retention \$150,000 (includes theft of Client Property)

Professional E & O - Great American Policy# TER4495266 - 03/31/2023 - 03/31/2024- Limit Each Claim/Aggregate \$10,000,000- Retention \$50,000

Cyber- Travelers - Policy# 105577055 - 07/31/2023 - 07/31/2024 Limit: \$5,000,000 Each Claim/Aggregate (includes 3rd party)

Example- Employee / Independent Contractor: For the employee, the company withholds income tax, Social Security, and Medicare from wages paid. For the independent contractor, the company does not withhold taxes.

Definition of Employee: a person employed for wages or salary, especially at nonexecutive level

Definition of Independent Contractor: An independent contractor is a self-employed person or entity contracted to perform work for-or provide services to-another entity as a non-employee.

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY Stephens Insurance, LLC		NAMED INSURED Armstrong Transfer & Storage Company, Inc./ Armstrong Relocation Company, Chattanooga, TN 6059 Relocation Way Ooltewah TN 37363	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability (03/16)

HOLDER: Dekalb County School District

ADDRESS: 1701 Mountain Industrial Blvd. Stone Mountain GA 30083

Automatic Additional Insured -Owner, Manager or Lessor of premises at which you are performing or have performed moving operations Form#CGD7650614.

Blanket Additional Insured is included as respects General Liability, including completed ops and primary noncontributory basis, and Automobile Liability on a primary and non-contributory basis, if required by written contract and subject to policy terms and conditions.

Blanket Waiver of Subrogation is included as respects General Liability, Automobile Liability, and Workers' Compensation, if required by written agreement or contract, and subject to policy terms and conditions.

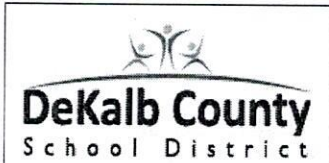
The Excess policy shown on the certificate of insurance provides coverage over the following

"underlying policies" subject to policy terms, conditions, and exclusions: General Liability, Automobile Liability, and Employer's Liability

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions, per 30-day Notice of Cancellation to

Third Parties endorsement(s).

Endorsements available upon request



Vendor Services Department

Procurement

1701 Mountain Industrial Boulevard
Stone Mountain, Georgia 30083

REQUEST FOR PROPOSAL (RFP) 24-556

District Wide Moving Services

Schedule of Events

EVENT	DATE(S)	TIME	LOCATION
Solicitation Posts	June 22, 2023		https://dekalbschoolsga.ionwave.net
Mandatory Pre-Proposal Conference	June 29, 2023	3:00 PM	Via Microsoft Teams (registration required)
Mandatory Site Visit (if applicable)	N/A	N/A	N/A
IonWave Demo Virtual Session- <i>(Optional)</i>	June 29, 2023	3:00 PM	Via Microsoft Teams (registration required)
Deadline to Submit Questions (Q&A)	July 3, 2023	12:00 PM	solicitationquestions@dekalbschoolsga.org
Q&A Deadline Responses	July 7, 2023	4:30 PM	https://dekalbschoolsga.ionwave.net
Submission Deadline	July 18, 2023	2:00 PM	https://dekalbschoolsga.ionwave.net
Virtual Public Acknowledgement	July 18, 2023	3:00 PM	Via Microsoft Teams (Registration required)

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

DeKalb County School District Solicitation Contact Person:

Carla L. Smith, Vendor Services Executive Director

(678) 676- 0120 and/or email at solicitationquestions@dekalbschoolsga.org

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

Format and Submission of Proposals

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

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

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

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

Time is of the essence. Specify your earliest 8/7/2023 and latest 12/31/2024 service commencement dates after receipt of award letter.

Approval by the DeKalb County Board of Education

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

Funding Provisions

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

Compliance with Requirements

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

- Proposal is in complete compliance with proposal requirements.
- Proposal deviates from stated requirements as follows:

Table of Contents

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Attachment I – Signature Page.....	46
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Armstrong One Sheet - Business.....	53
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1701 MOUNTAIN INDUSTRIAL BOULEVARD, STONE MOUNTAIN, GA 30083

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

June 23, 2023

TO: ALL BIDDERS UNDER BID NO. 24-556 DISTRICT WIDE MOVING SERVICES

FROM: Procurement Department, DeKalb County School District

ADDENDUM NO. 1

Bid No. 24-556, District Wide Moving Services, is hereby amended as follows:

1. The *RFP 24-556 Solicitation Document* is hereby revised:
 - a. Part I- Background and Information, Section A- Objectives, Paragraph 2
 - b. Part III- Scope of Work, Section C- Company Profile, Paragraph 1
 - c. Part III- Scope of Work, Section G- Evaluation Criteria, Paragraph 1
2. The virtual pre-proposal conference is **mandatory** for Thursday, June 29, 2023 and all vendors must register via email at solicitationquestions@dekalbschoolsga.org and include the subject RFP number and title in the subject prior to Wednesday, June 28, 2023 at 4 PM EST.
3. All other conditions remain in full force and effect.
4. If a response has been submitted and anything in this Addendum causes the offeror to change the item offered or to increase or decrease the bid price, the new price and/or change(s) will be inserted below.

5. All offerors under ***Bid No. 24-556, District Wide Moving Services***, are kindly requested to acknowledge receipt of this Addendum by signing the page below and returning with your proposal.

The Armstrong Company *Juguan Hoynes*
 COMPANY NAME/ CERTIFYING OFFICIAL SIGNATURE
 Addendum No. 1 to Bid No. 24-556 District Wide Moving Services



1701 MOUNTAIN INDUSTRIAL BOULEVARD, STONE MOUNTAIN, GA 30083

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

June 28, 2023

TO: ALL OFFERORS UNDER RFP 24-556, District Wide Moving Services
FROM: Purchasing Department, DeKalb County School District

ADDENDUM NO. 2

RFP 24-556, District Wide Moving Services, is hereby amended as follows:

1. Page 9, Section G, Virtual Session -

Virtual Session

The DeKalb County School District Vendor Services department is hosting a virtual session on how to submit an electronic bid via IonWave. The virtual session will be held through Microsoft Teams on **Thursday, July 6, 2023, at 3:00 PM EST.**

Those who would like to attend the virtual session, must register no later than **Wednesday, July 5, 2023, by 4:00PM EST**, by sending an email to solicitationquestions@dekalbschoolsga.org. Please enter "**Virtual Session – RFP 24-556 District Wide Moving Services**" in the subject line of your email. An invitation will be sent via Microsoft Teams to those participants no later than **Thursday, July 6, 2023, by 11:00 AM EST.**

(Attendance is not mandatory.) #

2. Page 9, Section H, Mandatory Virtual Pre-Proposal Conference -

Virtual Pre-Proposal Conference#

All prospective offerors are invited to attend a Virtual Pre-Proposal Conference. The pre-proposal conference will be held on **Thursday, July 6, 2023, at 3:00 PM EST via Microsoft Teams.#**

Offerors must pre-register to attend. When registering your attendance, please enter "**Pre-Proposal Conference - RFP 24-556 District Wide Moving Services**" in the subject line of your email.#

Submit to solicitationquestions@dekalbschoolsga.org by **4:00 PM EST, Wednesday, July 5, 2023.#**

The following information must be included in your request:#

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

If more than one individual from your company is attending, please submit information on all attendees. The sign-in sheet for the pre-proposal conference will be compiled using this information and will be posted to the DCSD website within two (2) business days after the pre-proposal meeting. A link will be sent to all registrants to attend in the virtual conference no later than **11:00 AM EST, Thursday, July 6, 2023.**

The Armstrong Company

COMPANY NAME/ CERTIFYING OFFICIAL SIGNATURE
 Addendum No. 2 - RFP 24-556 District Wide Moving Services

3. Page 10, Section I, Proposal Submission Deadline -

Proposal Submission Deadline

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

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

Proposals in response to this RFP must be received by the DCSD Vendor Services Procurement via IonWave no later than **2:00PM, Tuesday, July 25, 2023**. Proposals received after the stated deadline will not be considered.

4. Page 10, Section J, Virtual Public Acknowledgement –

Virtual Public Acknowledgement

The public acknowledgment will be held virtually through Microsoft Teams on **Tuesday, July 25, 2023, at 3:00PM EST**. Those who would like to attend the acknowledgment, please register no later than Monday, July 24, 2023, by 4:00PM EST, by sending an email to solicitationquestions@dekalbschoolsga.org. Please enter "**Public Acknowledgement - RFP 24-556 District Wide Moving Services**" in the subject line of your email. An invitation will be sent via Microsoft Teams to those participants no later than **Tuesday, July 25, 2023, by 10:00AM EST**.

5. Page 10, Section K, Questions and Answers –

It is intended that this RFP be adequate for any offeror to respond to DCSD's requirements. However, should offerors have questions, all questions shall be submitted electronically to: solicitationquestions@dekalbschoolsga.org. Please enter "**Questions - RFP 24-556 District Wide Moving Services**" in the subject line of your email. Questions submitted to any other mailbox, voice mail or e-mail address will not be considered for response. The deadline to submit questions is **July 10, 2023, 12:00 Noon**. Questions received after the deadline will not be considered. All questions received by **Noon, July 10, 2023**, shall be answered in writing and both the questions and answers will be posted to the following website on or before **Thursday, July 13, 2023, 4:30 PM**.

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

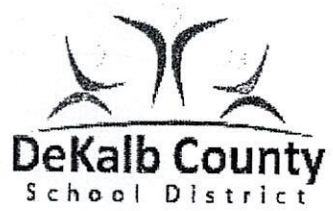
<https://dekalbschoolsga.ionwave.net/Login.aspx>

6. All other conditions remain in full force and effect.

7. If a response has been submitted and anything in this Addendum causes the offeror to change the item offered or to increase or decrease the bid price, the new price and/or change(s) will be inserted below.

8. All offerors under RFP 24-556, District Wide Moving Services, are kindly requested to acknowledge receipt of this Addendum by signing the page below and returning with your proposal.

The Armstrong Company
 COMPANY NAME/ CERTIFYING OFFICIAL SIGNATURE
 Addendum No. 2 - RFP 24-556 District Wide Moving Services



1701 MOUNTAIN INDUSTRIAL BOULEVARD, STONE MOUNTAIN, GA 30083

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

July 6, 2023

TO: ALL OFFERORS UNDER RFP 24-556, District Wide Moving Services

FROM: Purchasing Department, DeKalb County School District

ADDENDUM NO. 3

RFP 24-556, District Wide Moving Services, is hereby amended as follows:

1. Page 9, Section G, Virtual Session -

Virtual Session

The DeKalb County School District Vendor Services department is hosting a virtual session on how to submit an electronic bid via IonWave. The virtual session will be held through Microsoft Teams on **Tuesday, July 11, 2023, at 3:00 PM EST.**

Those who would like to attend the virtual session, must register no later than **Monday, July 10, 2023, by 4:00PM EST**, by sending an email to solicitationquestions@dekalbschoolsga.org. Please enter **"Virtual Session – RFP 24-556 District Wide Moving Services"** in the subject line of your email. An invitation will be sent via Microsoft Teams to those participants no later than **Tuesday, July 11, 2023, by 11:00 AM EST.**
(Attendance is not mandatory.)

2. Page 9, Section H. Mandatory Virtual Pre-Proposal Conference -

Virtual Pre-Proposal Conference

All prospective offerors are invited to attend a Virtual Pre-Proposal Conference. The pre-proposal conference will be held on **Tuesday, July 11, 2023, at 3:00 PM EST via Microsoft Teams.**

Offerors must pre-register to attend. When registering your attendance, please enter **"Pre-Proposal Conference - RFP 24-556 District Wide Moving Services"** in the subject line of your email.

Submit to solicitationquestions@dekalbschoolsga.org by **4:00 PM EST, Monday, July 10, 2023.**

The following information must be included in your request:

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

If more than one individual from your company is attending, please submit information on all attendees. The sign-in sheet for the pre-proposal conference will be compiled using this information and will be posted to the DCSD website within two (2) business days after the pre-proposal meeting. A link will be sent to all registrants to attend in the virtual conference no later than **11:00 AM EST, Tuesday, July 11, 2023.**

The Armstrong Company *Guyon Alexander*

COMPANY NAME/ CERTIFYING OFFICIAL SIGNATURE

Addendum No. 3 - RFP 24-556 District Wide Moving Services

3. Page 10, Section I, Proposal Submission Deadline -

Proposal Submission Deadline

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

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

Proposals in response to this RFP must be received by the DCSD Vendor Services Procurement via IonWave no later than **2:00PM, Tuesday, August 1, 2023**. Proposals received after the stated deadline will not be considered.

4. Page 10, Section J, Virtual Public Acknowledgement –

Virtual Public Acknowledgement

The public acknowledgment will be held virtually through Microsoft Teams on **Tuesday, August 1, 2023, at 3:00PM EST**. Those who would like to attend the acknowledgment, please register no later than Monday, July 31, 2023, by 4:00PM EST, by sending an email to solicitationquestions@dekalbschoolsga.org. Please enter **"Public Acknowledgement - RFP 24-556 District Wide Moving Services"** in the subject line of your email. An invitation will be sent via Microsoft Teams to those participants no later than **Tuesday, August 1, 2023, by 10:00AM EST**.

5. Page 10, Section K, Questions and Answers –

It is intended that this RFP be adequate for any offeror to respond to DCSD's requirements. However, should offerors have questions, all questions shall be submitted electronically to: solicitationquestions@dekalbschoolsga.org. Please enter **"Questions - RFP 24-556 District Wide Moving Services"** in the subject line of your email. Questions submitted to any other mailbox, voice mail or e-mail address will not be considered for response. The deadline to submit questions is **July 17, 2023, 12:00 Noon**. Questions received after the deadline will not be considered. All questions received by **Noon, July 17, 2023**, shall be answered in writing and both the questions and answers will be posted to the following website on or before **Thursday, July 20, 2023, 4:30 PM**.

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

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

6. All other conditions remain in full force and effect.

7. If a response has been submitted and anything in this Addendum causes the offeror to change the item offered or to increase or decrease the bid price, the new price and/or change(s) will be inserted below.

8. All offerors under RFP 24-556, District Wide Moving Services, are kindly requested to acknowledge receipt of this Addendum by signing the page below and returning with your proposal.

The Armstrong Company 
COMPANY NAME / CERTIFYING OFFICIAL SIGNATURE
Addendum No. 3 - RFP 24-556 District Wide Moving Services

ARMSTRONG TRANSFER & STORAGE CO., INC./
ARMSTRONG RELOCATION COMPANY, MEMPHIS
AND AFFILIATED COMPANIES

FINANCIAL STATEMENTS - COMBINED

Year Ended December 31, 2021

**Deweese
Howell &
Associates, PC**
Certified Public Accountants

5050 Poplar Ave, Suite 415
Memphis, Tennessee 38157-0415
901.761.4335 • 901.767.4751 Fax

INDEPENDENT ACCOUNTANT'S COMPILATION REPORT

To the Board of Directors and Stockholders of
Armstrong Transfer and Storage Co., Inc./Armstrong Relocation Company, Memphis
Memphis, Tennessee

Management is responsible for the accompanying combined financial statements of Armstrong Transfer and Storage Co., Inc./Armstrong Relocation Company, Memphis and affiliated companies, which comprise the combined balance sheet as of December 31, 2021, and the related combined statement of income and owners' investment and combined schedule of operating expenses for the year then ended in accordance with accounting principles generally accepted in the United States of America. We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the combined financial statements nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on these combined financial statements.

Management has elected to omit substantially all of the disclosures and the combined statement of cash flows required by accounting principles generally accepted in the United States of America. If the omitted disclosures and the statement of cash flows were included in the financial statements, they might influence the user's conclusions about the Company's combined financial position, results of operations, and cash flows. Accordingly, the financial statements are not designed for those who are not informed about such matters.

Accounting principles generally accepted in the United States of America state that consolidated financial statements should be presented when one enterprise has a controlling interest in affiliated companies. Accordingly, investments in affiliated companies and other intercompany transactions should be eliminated from the amounts reported in the consolidated financial statements. The investments in affiliated companies and other intercompany transactions have not been eliminated in the accompanying combined financial statements, and the effects of this departure from accounting principles generally accepted in the United States of America on the Company's financial position and results of operations has not been determined.

Deweese Howell & Associates, PC

June 2, 2022

ARMSTRONG TRANSFER & STORAGE CO., INC./
 ARMSTRONG RELOCATION COMPANY, MEMPHIS
 AND AFFILIATED COMPANIES
 BALANCE SHEET - COMBINED
 December 31, 2021

ASSETS

CURRENT ASSETS

Cash	\$	10,135,774
Notes rec.-officer, stkhldr, emp		1,439,677
Notes rec.-affil. companies		2,997,639
Accts. rec.-affil. companies		256,120
Accts. rec.-trade		41,806,797
Accts. rec.-officr, stkhldr, emp		450,377
Accts. rec.-United Van Lines		9,605,659
Prepaid taxes and licenses		368,797
Prepaid rents		1,155,212
Miscellaneous prepayments		3,157,071
Materials and supplies		<u>854,978</u>

TOTAL CURRENT ASSETS 72,228,101

PROPERTY AND EQUIPMENT, at cost

Land		807,364
Building		10,281,183
Accum. depr.-building		(3,922,833)
Revenue equipment		21,100,808
Accum. depr.-revenue equip.		(17,029,305)
Service cars and equipment		2,503,290
Accum. depr.-svc. cars & equip		(2,051,281)
Furniture and office equip.		2,861,661
Accum. depr.-furn/office equip		(2,569,676)
Warehouse equipment		9,861,068
Accum. depr.-warehouse equip		(8,294,967)
Improvements to leaseholds		2,944,767
Accum. amort.-leasehld imprv		(1,880,342)
Non-carrier property		3,240,346
Accum. depr.-non-carrier prop		<u>(2,442,094)</u>

15,409,989

OTHER ASSETS

State certificates		73,623
Common stock-affil. companies		98,838
Note rec.-affiliate companies		955,579
Common stock-other		7,089
Other investments		5,365,918
Deferred income tax benefit		<u>310,996</u>

6,812,043

\$ 94,450,133

ARMSTRONG TRANSFER & STORAGE CO., INC./
 ARMSTRONG RELOCATION COMPANY, MEMPHIS
 AND AFFILIATED COMPANIES
 BALANCE SHEET - COMBINED
 December 31, 2021

LIABILITIES AND STOCKHOLDERS' EQUITY

CURRENT LIABILITIES

Notes payable-affil. companies	\$	121,079
Accts. pay.-affil. companies		102,332
Accts pay.-officer, stkhldr, emp		1,304,158
Accts. pay.-emp. withholding		301
Accts. pay.-other		20,035,002
Accrued payroll and mgmt fee		18,318,039
Accrued property taxes		9,960
Accrued social security taxes		306,642
Accrued other taxes		51,567
Accrued federal income taxes		63,902
Accrued state income taxes		69,633
Accrued other liabilities		1,910,067
Current portion-long term debt		13,254,687
Accrued profit sharing payable		<u>253,154</u>

TOTAL CURRENT LIABILITIES 55,800,523

LONG-TERM DEBT, less current portion 10,680,259

DEFERRED LIABILITIES

Deferred rent	518,453
Deferred income taxes	284,450
Estimated driver liabilities	<u>1,328,155</u>

2,131,058

68,611,840

EQUITY

Members' equity	1,390,590
Common stock	87,671
Additional paid-in capital	341,485
Retained earnings	24,031,299
Less treasury stock, at cost	<u>(12,752)</u>

25,838,293

\$ 94,450,133

ARMSTRONG TRANSFER & STORAGE CO., INC./
 ARMSTRONG RELOCATION COMPANY, MEMPHIS
 AND AFFILIATED COMPANIES
 STATEMENT OF INCOME & OWNERS' INVESTMENT-COMBINED
 Year Ended December 31, 2021

REVENUES	
Moving revenue -intercity	\$ 3,756,757
Moving revenue -international	1,821,940
Moving revenue -local	59,220,875
Moving revenue -other carriers	56,305,218
Containers, packg, unpackg svc	31,363,203
Supplementary trans. services	22,364,560
Warehousing revenue	34,406,449
Commission revenue	22,613,583
Other operating revenue	<u>1,331,190</u>
	233,183,775
OPERATING EXPENSES (Schedule)	<u>231,281,459</u>
	INCOME FROM OPERATIONS 1,902,316
OTHER INCOME	
Non-carrier operations-net	881,704
Interest income	255,773
Lease of distinct oper. units	(462,137)
Interest expense	<u>(919,295)</u>
	TOTAL OTHER INCOME <u>(243,955)</u>
	INCOME BEFORE TAXES 1,658,361
INCOME TAXES	
Federal income taxes	165,785
State income taxes	92,800
Provision for deferred taxes	<u>37,315</u>
	<u>295,900</u>
	NET INCOME 1,362,461
BEGINNING OWNERS' INVESTMENT	24,096,206
Dividends paid	(29,544)
Member distributions	<u>(7,234)</u>
	ENDING OWNERS' INVESTMENT \$ <u>25,421,889</u>

See accountant's compilation report.

ARMSTRONG TRANSFER & STORAGE CO., INC./
 ARMSTRONG RELOCATION COMPANY, MEMPHIS
 AND AFFILIATED COMPANIES
 SCHEDULE OF OPERATING EXPENSES - COMBINED
 Year Ended December 31, 2021

Salaries	\$	45,844,739
Operating wages-transportation		5,006,294
Fringe benefits		4,961,700
Payroll taxes		3,334,897
Transport. fuel and motor oil		2,074,231
Tires and tubes		610,426
Other vehicle supplies		577,218
Repair materials - other		961,526
Printing and office supplies		849,203
Pack/crating material & supply		6,706,616
Purchased transportation		2,970,136
Outside service-vehicle repair		2,807,436
Other outside services		16,140,626
Utilities		1,784,781
Communications services		791,455
Purchased labor and transport.		97,497,680
Travel expenses-drivers		704,318
Travel and entertainment		513,221
General expenses		2,143,340
Depreciation		2,953,215
Amortization		290,387
Rent		19,418,178
Taxes and licenses		2,005,325
Insurance		9,531,008
Provision for claims		1,072,302
Uncollectible revenue		141,240
Loss(gain) disposal-opr. asset		(410,039)
	\$	<u>231,281,459</u>

See accountant's compilation report.

ARMSTRONG TRANSFER & STORAGE CO., INC./
ARMSTRONG RELOCATION COMPANY, MEMPHIS
AND AFFILIATED COMPANIES

FINANCIAL STATEMENTS - COMBINED

Year Ended December 31, 2022

**Deweese
Howell &
Associates, PC**
Certified Public Accountants

5050 Poplar Ave, Suite 415
Memphis, Tennessee 38157-0415
901.761.4335 • 901.767.4751 Fax

INDEPENDENT ACCOUNTANT'S COMPILATION REPORT

To the Board of Directors and Stockholders of
Armstrong Transfer and Storage Co., Inc./Armstrong Relocation Company, Memphis
Memphis, Tennessee

Management is responsible for the accompanying combined financial statements of Armstrong Transfer and Storage Co., Inc./Armstrong Relocation Company, Memphis and affiliated companies, which comprise the combined balance sheet as of December 31, 2022, and the related combined statement of income and owners' investment and combined schedule of operating expenses for the year then ended in accordance with accounting principles generally accepted in the United States of America. We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the combined financial statements nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on these combined financial statements.

Management has elected to omit substantially all of the disclosures and the combined statement of cash flows required by accounting principles generally accepted in the United States of America. If the omitted disclosures and the statement of cash flows were included in the financial statements, they might influence the user's conclusions about the Company's combined financial position, results of operations, and cash flows. Accordingly, the financial statements are not designed for those who are not informed about such matters.

Accounting principles generally accepted in the United States of America state that consolidated financial statements should be presented when one enterprise has a controlling interest in affiliated companies. Accordingly, investments in affiliated companies and other intercompany transactions should be eliminated from the amounts reported in the consolidated financial statements. The investments in affiliated companies and other intercompany transactions have not been eliminated in the accompanying combined financial statements, and the effects of this departure from accounting principles generally accepted in the United States of America on the Company's financial position and results of operations has not been determined.

Accounting principles generally accepted in the United States of America require the Company to record leases in accordance with requirements primarily codified in FASB Accounting Standards Codification section 842 which generally require that all leases be classified as either operating or financing type leases and that right-of-use assets and offsetting lease liabilities be recorded on the balance sheet. Management has not applied this accounting standard and, therefore, information about the nature, amount, timing, and uncertainty of leases, right-of-use assets and lease liabilities may be misstated. The effects of this departure on financial position and results of operations have not been determined.

Deweese Howell & Associates, PC

June 14, 2023

ARMSTRONG TRANSFER & STORAGE CO., INC./
 ARMSTRONG RELOCATION COMPANY, MEMPHIS
 AND AFFILIATED COMPANIES
 BALANCE SHEET - COMBINED
 December 31, 2022

ASSETS

CURRENT ASSETS

Cash	\$	9,045,902
Notes rec.-officer, stkhldr, emp		2,736,759
Notes rec.-affil. companies		2,499,631
Accts. rec.-affil. companies		509,618
Accts. rec.-trade		57,334,903
Accts. rec.-officer, stkhldr, emp		103,289
Accts. rec.-United Van Lines		11,996,052
Prepaid taxes and licenses		236,732
Prepaid rents		1,572,927
Miscellaneous prepayments		1,842,462
Materials and supplies		<u>889,778</u>

TOTAL CURRENT ASSETS 88,768,053

PROPERTY AND EQUIPMENT, at cost

Land		807,364
Building		10,216,865
Accum. depr.-building		(4,120,360)
Revenue equipment		22,837,689
Accum. depr.-revenue equip.		(17,622,220)
Service cars and equipment		2,655,896
Accum. depr.-svc. cars & equip		(1,884,730)
Furniture and office equip.		7,369,508
Accum. depr.-furn/office equip		(2,388,193)
Warehouse equipment		9,963,344
Accum. depr.-warehouse equip		(8,449,875)
Improvements to leaseholds		2,974,238
Accum. amort.-leasehld imprv		(1,958,404)
Non-carrier property		3,315,851
Accum. depr.-non-carrier prop		<u>(2,541,635)</u>

21,175,338

OTHER ASSETS

State certificates		2,000
Common stock-affil. companies		98,838
Note rec.-affiliate companies		704,486
Common stock-other		7,089
Other investments		5,257,994
Deferred income tax benefit		<u>147,114</u>

6,217,521

\$ 116,160,912

See accountant's compilation report.

ARMSTRONG TRANSFER & STORAGE CO., INC./
 ARMSTRONG RELOCATION COMPANY, MEMPHIS
 AND AFFILIATED COMPANIES
 BALANCE SHEET - COMBINED
 December 31, 2022

LIABILITIES AND STOCKHOLDERS' EQUITY

CURRENT LIABILITIES

Notes payable-affil. companies	\$	29,219
Accts. pay.-affil. companies		4,704
Accts pay.-officer, stkhldr, emp		37,721
Accts. pay.-other		34,383,261
Accrued payroll and mgmt fee		19,522,266
Accrued property taxes		197,348
Accrued social security taxes		476,752
Accrued other taxes		12,967
Accrued federal income taxes		33,264
Accrued state income taxes		86,678
Accrued other liabilities		793,711
Current portion-long term debt		16,093,072
Accrued profit sharing payable		<u>475,204</u>

TOTAL CURRENT LIABILITIES 72,146,167

LONG-TERM DEBT, less current portion 13,115,127

DEFERRED LIABILITIES

Deferred rent	641,597
Deferred income taxes	572,761
Estimated driver liabilities	<u>1,339,632</u>

2,553,990

87,815,284

EQUITY

Members' equity	2,989,416
Common stock	87,671
Additional paid-in capital	341,485
Retained earnings	24,939,808
Less treasury stock, at cost	<u>(12,752)</u>

28,345,628

\$ 116,160,912

See accountant's compilation report.

ARMSTRONG TRANSFER & STORAGE CO., INC./
 ARMSTRONG RELOCATION COMPANY, MEMPHIS
 AND AFFILIATED COMPANIES
 STATEMENT OF INCOME & OWNERS' INVESTMENT-COMBINED
 Year Ended December 31, 2022

REVENUES	
Moving revenue -intercity	\$ 14,174,943
Moving revenue -local	52,345,611
Moving revenue -other carriers	71,538,292
Containers, packg, unpackg svc	29,726,618
Supplementary trans. services	10,196,118
Warehousing revenue	56,657,179
Commission revenue	21,201,844
Other operating revenue	<u>12,030,714</u>
	267,871,319
OPERATING EXPENSES (Schedule)	<u>257,751,288</u>
	INCOME FROM OPERATIONS
	10,120,031
OTHER INCOME	
Non-carrier operations-net	(6,328,892)
Interest income	234,129
Interest expense	<u>(1,369,866)</u>
	TOTAL OTHER INCOME
	<u>(7,464,629)</u>
	INCOME BEFORE TAXES
	2,655,402
INCOME TAXES	
Federal income taxes	63,045
State income taxes	145,666
Provision for deferred taxes	<u>452,193</u>
	<u>660,904</u>
	NET INCOME
	1,994,498
BEGINNING OWNERS' INVESTMENT	
Dividends paid	25,978,706
Member distributions	(29,544)
	<u>(14,436)</u>
	ENDING OWNERS' INVESTMENT
	\$ <u>27,929,224</u>

See accountant's compilation report.

ARMSTRONG TRANSFER & STORAGE CO., INC./
ARMSTRONG RELOCATION COMPANY, MEMPHIS
AND AFFILIATED COMPANIES
SCHEDULE OF OPERATING EXPENSES - COMBINED
Year Ended December 31, 2022

Salaries	\$	59,898,408
Fringe benefits		4,022,058
Payroll taxes		3,660,357
Transport. fuel and motor oil		2,800,055
Tires and tubes		738,608
Other vehicle supplies		1,672,225
Vehicle repair parts		1,760,643
Printing and office supplies		1,874,820
Pack/crating material & supply		7,075,154
Other outside services		11,079,342
Utilities		3,840,954
Communications services		1,046,479
Purchased labor and transport.		111,239,074
Travel and entertainment		2,011,150
General expenses		2,460,941
Depreciation		3,721,434
Amortization		54,940
Rent		22,009,442
Taxes and licenses		2,182,222
Insurance		12,255,019
Provision for claims		1,295,688
Uncollectible revenue		1,524,244
Loss(gain) disposal-opr. asset		<u>(471,969)</u>
	\$	<u>257,751,288</u>

See accountant's compilation report.



To whom it may concern,

The Armstrong Company is a certified Common Carrier operating under ICC operating authority MC-76574. According to Section 67-4-708 of the Tennessee Tax code, The Armstrong Company is exempt from Business Tax as a public utility. Section 65-4-101 Includes' all other common carriers as part of the definition of a public utility.

Please let me know if you have any questions.

Sincerely,

Fuquan Harper

Senior Vice President



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/18/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Stephens Insurance, LLC 111 Center Street, Suite 100 Little Rock, AR 72201 www.stephensinsurance.com		CONTACT NAME: PHONE (A/C, No, Ext): 1-800-643-9691 FAX (A/C, No): 501-377-2317 E-MAIL: ADDRESS:															
INSURED Armstrong Transfer & Storage Company, Inc./ Armstrong Relocation Company, Chattanooga, TN 6059 Relocation Way Ooltewah TN 37363		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Travelers Property Casualty Co of Amer</td> <td>25674</td> </tr> <tr> <td>INSURER B : AXIS Surplus Insurance Company</td> <td>26620</td> </tr> <tr> <td>INSURER C : Travelers Casualty and Surety Co of Amer</td> <td>31194</td> </tr> <tr> <td>INSURER D : National Fire & Marine Insurance Co</td> <td>20079</td> </tr> <tr> <td>INSURER E : Steadfast</td> <td>26387</td> </tr> <tr> <td>INSURER F : Great American Assurance Company</td> <td>26344</td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Travelers Property Casualty Co of Amer	25674	INSURER B : AXIS Surplus Insurance Company	26620	INSURER C : Travelers Casualty and Surety Co of Amer	31194	INSURER D : National Fire & Marine Insurance Co	20079	INSURER E : Steadfast	26387	INSURER F : Great American Assurance Company	26344
INSURER(S) AFFORDING COVERAGE	NAIC #																
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INSURER F : Great American Assurance Company	26344																

COVERAGES **CERTIFICATE NUMBER: 75351555** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Includes Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	TC2JGLSA-0T011562-TIL-23	4/1/2023	4/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 Retention \$ 500,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	TC2JCAP-0T011574-TIL-23	4/1/2023	4/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Retention \$ 500,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	P-001-000090609-05	4/1/2023	4/1/2024	EACH OCCURRENCE \$ 5,000,000
D	DED RETENTION \$			42-XSF-327475-01	4/1/2023	4/1/2024	AGGREGATE \$ 5,000,000 Occurrence/Aggregate \$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	UB-1T533301-23-51-K - AOS SEE REMARKS Retention \$250,000	4/1/2023	4/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Crime			105577055	7/31/2022	7/31/2023	Limit \$2,250,000-Retention \$150,000 Transit In/On Land Vehicle/Cont. \$2M Any Railroad/Aircraft \$2M Ded. \$5,000
A	Cargo & Logistics/Legal/Warehousemen Warehousemen Unscheduled loc: \$5M			QT-660-4T551871-TIL-22	7/31/2022	7/31/2023	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Work Comp only applies to Named Insured's Employees- Work Comp Coverage for Independent Contractors no longer provided
DeKalb County School District is included as additional insureds with respect to the general liability, auto liability, and excess liability when required by written contract. Waiver of subrogation applies to the general liability, auto liability, excess liability, and workers compensation when required by written contract.

CERTIFICATE HOLDER Dekalb County School District 1701 Mountain Industrial Boulevard Stone	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Ted Grace <i>Shedden A. Grace</i>
---------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY Stephens Insurance, LLC		NAMED INSURED Armstrong Transfer & Storage Company, Inc./ Armstrong Relocation Company, Chattanooga, TN 6059 Relocation Way Ooltewah TN 37363	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability (03/16)
HOLDER: Dekalb County School District
ADDRESS: 1701 Mountain Industrial Boulevard Stone

Excess Layers:
 Steadfast- \$5MX\$10M - Policy# AEC 7967251-00 - 04/01/2023 - 04/01/2024
 Great American Assurance- \$5M X \$15M - Policy# EXC 4901585 - 04/01/2023 - 04/01/2024
 HDI Specialty Insurance Company -#5M X \$20M - Policy# TBD -- 04/01/2023 - 04/01/2024

Retro WC Travelers UB1T532758-23-51R - MA,WI 04/01/2023 - 04/01/2024
 WC Retention \$250,000

ERISA Coverage- Travelers Policy#105577055, 07/31/2022 - 07/31/2023- Limit \$2,000,000, \$0 Retention, Crime Coverage Limit: \$2,250,000- Retention \$150,000 (includes theft of Client Property)

Professional E & O - Great American Policy# TER4495266 - 03/31/2023 - 03/31/2024- Limit Each Claim/Aggregate \$10,000,000- Retention \$50,000

Cyber- Travelers - Policy# 105577055 - 07/31/2022 - 07/31/2023 Limit: \$5,000,000 Each Claim/Aggregate (includes 3rd party)

Example- Employee / Independent Contractor: For the employee, the company withholds income tax, Social Security, and Medicare from wages paid. For the independent contractor, the company does not withhold taxes.

Definition of Employee: a person employed for wages or salary, especially at nonexecutive level

Definition of Independent Contractor: An independent contractor is a self-employed person or entity contracted to perform work for-or provide services to-another entity as a non-employee.

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY Stephens Insurance, LLC		NAMED INSURED Armstrong Transfer & Storage Company, Inc./ Armstrong Relocation Company, Chattanooga, TN 6059 Relocation Way Ooltewah TN 37363	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability (03/16)

HOLDER: Dekalb County School District

ADDRESS: 1701 Mountain Industrial Boulevard Stone

Automatic Additional Insured -Owner, Manager or Lessor of premises at which you are performing or have performed moving operations Form#CGD7650614.

Blanket Additional Insured is included as respects General Liability, including completed ops and primary noncontributory basis, CGD1440219 and Automobile Liability CAT4740216 on a primary and non-contributory basis, if required by written contract and subject to policy terms and conditions.

Blanket Waiver of Subrogation is included as respects General Liability, CG24040509 Automobile Liability, CAT3400215 and Workers' Compensation, if required by written agreement or contract, and subject to policy terms and conditions.

The Excess policy shown on the certificate of insurance provides coverage over the following "underlying policies" subject to policy terms, conditions, and exclusions: General Liability, Automobile Liability, and Employer's Liability

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions, per 30-day Notice of Cancellation to Third Parties endorsement(s).

Endorsements available upon request

TC2JGLSA-0T011562-23

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY

ISSUE DATE: 04/01/2023

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNER, MANAGER OR LESSOR
OF PREMISES AT WHICH YOU ARE PERFORMING OR
HAVE PERFORMED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE OF ADDITIONAL INSUREDS

Person Or Organization:

Any owner, manager or lessor of premises at which you are performing moving operations.

Project Or Location Of Covered Operations:

PROVISIONS

The following is added to **SECTION II – WHO IS AN INSURED:**

1. Any person or organization shown in the Schedule Of Additional Insureds that is a premises owner, manager or lessor of premises at which you are performing or have performed operations is an insured, but only:

- a. With respect to liability for "bodily injury" or "property damage"; and
- b. If, and only to the extent that, the "bodily injury" or "property damage" is caused by acts or omissions of you or your subcontractor in the performance of "your work" on or for the project, or at the location, shown in the Schedule Of Additional Insureds. The person

COMMERCIAL GENERAL LIABILITY

or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

2. The insurance provided to such person or organization does not apply to "bodily injury" or "property damage" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
 - b. Supervisory, inspection, architectural or engineering activities.
3. As a condition of coverage provided to the additional insured:
 - a. The additional insured must give us written notice as soon as practicable of an "occurrence" which may result in a claim. To the extent possible, such notice should include:
 - (1) How, when and where the "occurrence" took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the "occurrence".
 - b. If a claim is made or "suit" is brought against the additional insured, the additional insured must:
 - (1) Immediately record the specifics of the claim or "suit" and the date received; and
 - (2) Notify us as soon as practicable.

The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.
 - c. The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
 - d. The additional insured must tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover the additional insured for a loss we cover under this insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BLANKET ADDITIONAL INSURED – PRIMARY AND
NON-CONTRIBUTORY WITH OTHER INSURANCE**

This endorsement modifies insurance provided under the following:
BUSINESS AUTO COVERAGE FORM

PROVISIONS

- 1. The following is added to Paragraph A.1.c., **Who Is An Insured**, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

- 2. The following is added to Paragraph B.5., **Other Insurance** of SECTION IV – BUSINESS AUTO CONDITIONS:

Regardless of the provisions of paragraph a. and paragraph d. of this part 5. **Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

TC2JGLSA0T011562-23

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
ISSUE DATE: 04/01/2023

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

Any person or organization that you have agreed in a written contract or agreement to waive your right of recovery against, but only for payments we make because of:

1. "Bodily injury" or "property damage" that occurs; or
2. "Personal and advertising injury" caused by an offense committed; subsequent to the signing of that contract or agreement.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or

damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.



Endorsement Number	Effective Date of Endorsement	Policy Number	Premium
1	12:01 a.m. on 04/01/2023	P-001-000090609-04	N/A

AMENDATORY ENDORSEMENT – NON-CONTRIBUTORY CLAUSE

The Other Insurance condition set forth in the CONDITIONS section of the policy shall not apply when a contract, in which you have entered, requires the Commercial General Liability Policy shown in the Schedule of Underlying Insurance to be primary. However, this exception to the Other Insurance Condition applies only as respects liability arising out of your operations, **your work**, or premises owned or rented to you. Additionally, this condition will not apply to insurance specifically written as excess over this policy.

All other provisions of the policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:


AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

The following replaces Paragraph A.5., **Transfer of Rights Of Recovery Against Others To Us**, of the **CONDITIONS** Section:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent

required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

TRAVELERS 
ONE TOWER SQUARE
HARTFORD CT 06183

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 00 03 13 (00) - 001

POLICY NUMBER: UB-1T533301-22-51-K

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED
BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS
WAIVER.

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

DATE OF ISSUE: 04-01-23

ST ASSIGN:

PAGE 1 OF 1

Attachment A
RFP 24-556
District Wide Moving Services
COST PROPOSAL FORM

Offeror must provide an itemized list of all costs to DCSD associated with the proposal. A breakout of pricing must be submitted on this form. You may include attachments so long as they are a page-numbered part of your RFP submittal. Include added value services/items at "no cost." Prices must be held firm for annual extension options, if exercised.

STANDARD TRUCKS	FIRM FIXED HOURLY RATE
STANDARD TRUCK PLUS (2) PERSONNEL \$	\$ 208.00 (1)
STANDARD TRUCK PLUS (3) PERSONNEL \$	\$ 250.00 (2)
STANDARD TRUCK PLUS (4) PERSONNEL \$	\$ 300.00 (3)
STANDARD TRUCK PLUS (5) PERSONNEL \$	\$ 350.00 (4)
STAFF	FIRM FIXED HOURLY RATE
SUPERVISOR	\$ 70.00 (5)
DRIVER	\$ 60.00 (6)
HELPER	\$ 60.00 (7)
TRUCKS AND VANS	UNIT COST PER MOVE
STANDARD TRUCK	\$ 450.00 (8)
TRACTOR	\$ 450.00 (9)
CARGO VAN	\$ 300.00 (10)
TRAVEL FEE	\$ 250.00 (11)
PACKAGE MATERIALS	UNIT COST
LARGE BOXES 24" x 18" x 18" (EACH)	\$ 1.25 (12)
MEDIUM BOXES 28" x 18" x 16" (each)	\$ 3.50 (13)
SMALL BOXES 16.5" x 12.5" x 12.5" (each)	\$ 3.00 (14)

PACKING TAPE (per roll) \$	<u>\$ 7.60</u>	(15)
PACKAGE MATERIALS (continued)	UNIT COST	
SHRINK WRAP (per roll)	<u>\$ 30.00</u>	(16)
BUBBLE WRAP (per roll)	<u>\$ 60.00</u>	(17)
RECORD BOX WITH LID 15"x12"x10" (each)	<u>\$ 3.50</u>	(18)
SPECIAL EQUIPMENT		
LOAD ROLLERS	<u>\$ 175.00</u>	(19)
STEEL DECK DOLLY	<u>\$ 150.00</u>	(20)
RIGGING HOISTS	<u>\$ 350.00</u>	(21)
CRANES (various sizes)	<u>\$ 400.00</u>	(22)
HYDRAULIC JACKS	<u>\$ 180.00</u>	(23)
FORK LIFTS	<u>\$ 180.00</u>	(24)
STANDARD MULE CART	<u>\$ 200.00</u>	(25)

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

Complete the following:

Company Name The Armstrong Company

Authorized Company Representative Name (please print)

Title

Fuguan Harper

Senior Vice President

Authorized Company Representative Signature

Date

Fuguan Harper

7/18/2023

Address

6059 Relocation Way, Dottieva, TN 37363

Phone

(423) 643-3704

Email

fharper@gcarmstrong.com

Attachment C

RFP 24-556 DISTRICT WIDE MOVING 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 with the requirement, stipulations, terms and conditions. Attach and label "Critical Paragraph."

- 1) FH This RFP does not commit DCSD to any offeror to this RFP. DCSD is not liable for any costs incurred by an offeror in responding to this RFP. There is no guarantee of any offeror receiving an award or contract as a result of submitting a response to this RFP.
- 2) FH Any news release or publicity pertaining to any phase of this RFP will be the responsibility of DCSD and must be cleared through DCSD's Department of Communications and Community Relations.
- 3) FH It is the responsibility of offerors to make themselves aware of and to comply with any addenda, questions and answers posted to the DCSD website in relation to this RFP. All addenda must be printed, signed by the certifying official and included in the RFP submittals. Failure to do so will cause the offeror to be deemed non-responsive to the requirements of this RFP.
- 4) FH Offerors to the RFP agree to fully indemnify DCSD as stated in the RFP, Part II, H, page 14.
- 5) FH 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) FH 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) FH Offeror understands that this solicitation requires Board of Education Approval.

Attachment D

RFP 24-556 DISGRICT WIDE MOVING SERVICES

Attach and label "Offeror's Client References."

OFFEROR'S CLIENT REFERENCES

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

Attach and label "Offeror's Client References."

Hamilton County Government
Company Name Providing Reference

6135 Heritage Park Drive Chattanooga, TN 37416
Address City/State/Zip

Jerald Carpenter
Name of Contact Person

(423) 209-6355
Telephone Number of Contact Person

geraldc@hamiltontn.gov
Email Address of Contact Person

Sept 2009 - Current
Date/Duration of Service Relationship

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

Provide all moving services for the county of hamilton's scope provided but not limited to office moving, personal, automobile moving, staffing of major events, new furniture receiving installation, desk and furniture donation and disposal, Property clean out and cleanings, Cubicle installations and take down.

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

Attachment D

RFP 24-556
DISGRICT WIDE MOVING SERVICES

Attach and label "Offeror's Client References."
OFFEROR'S CLIENT REFERENCES
 (Please copy this form and use one form per reference.)

Attach and label "Offeror's Client References."

University of Tennessee at Chattanooga
 Company Name Providing Reference

400 Palmetto Street Chattanooga, TN 37403
 Address City/State/Zip

Brandon Pratt
 Name of Contact Person

(423) 425-2675
 Telephone Number of Contact Person

brandon-pratt@utc.edu
 Email Address of Contact Person

August 2018 to current
 Date/Duration of Service Relationship

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

All University campus moves. Satellite and main campuses. New furniture installs and old furniture takedown, disposal, and donations. Medical equipment moving, storage, recycling. Facility moves across multiple campuses.

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

Attachment D

RFP 24-556 DISGRICT WIDE MOVING SERVICES

Attach and label "Offeror's Client References."
OFFEROR'S CLIENT REFERENCES
(Please copy this form and use one form per reference.)

Attach and label "Offeror's Client References."

The Baylor School
Company Name Providing Reference

171 Baylor School Rd Chattanooga, TN 37363
Address City/State/Zip

Howard Johnson
Name of Contact Person

(423) 309-3971
Telephone Number of Contact Person

hjohnson@baylor-school.org
Email Address of Contact Person

January 2017 - Current
Date/Duration of Service Relationship

Describe in Detail Services Provided (use additional sheets if necessary):
Conduct all on and off site facilities moves. Borders move ins and out.
On and off campus moves. New furniture installs. Apartment move ins and
out. Classroom remodels. Facilitates staff support. Testing Area setup
and take downs.

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

Attachment E

RFP 24-556 DISTRICT WIDE MOVING SERVICES

Statement of Confidentiality and Non-Disclosure

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

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

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

The Armstrong Company
Offeror Company Name

Fuguan Harper
Company Representative

7/24/2023
Date

Attachment F

RFP 24-556 DISTRICT WIDE MOVING SERVICES

SUSPENSION AND DEBARMENT CERTIFICATION

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

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

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

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

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

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

Signature of Engaging Official: Tracy Armstrong Company / Truman Hanson Date: 7/24/2023
(Offeror Company Name/Certifying Official Signature)

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

Attachment G

RFP 24-556

DISTRICT WIDE MOVING 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) FH (Initial here): order to comply with the Act; is authorized to use and uses the federal authorization program under the federal work authorization user identification number issued on the date of authorization below; will continue to use the authorization program throughout the contract period; Offeror further warrants and agrees Offeror shall execute and return any and all affidavits required by the Act and the rules and regulations issued by the Georgia Department of Labor as set forth at Rule 300-10-1-.01 et. Seq. [Offerors who initial (a) must attach and return a signed, notarized Contractor Affidavit and Agreement with the Contract if awarded];

or

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

or

- 3) I _____ (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.
- 4) _____ (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.

5) FH (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.

6) FH (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.

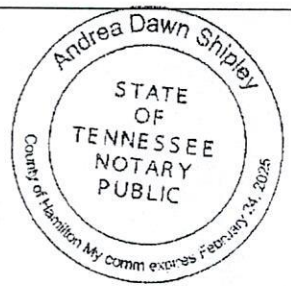
F. Harper
 Signature
416264
 EEV/Basic Pilot Program
 User Identification Number

7/25/2023
 Date
MAY 08 2011
 Date of Authorization

Firm Name: Armstrong Relocation
 Street/Mailing Address: 6059 Relocation Way
 City, State, Zip Code: OLDTOWN TN 37363
 Telephone Number: 423.643.3720
 Email Address: F.Harper@g0armstrong.com

SUBSCRIBED AND SWORN
 BEFORE ME ON THIS THE
25th DAY OF July, 2023

Andrea Shipley
 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 work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification number: 416264
Date of Authorization: May 8, 2011
Name of Project: DISTRICT WIDE MOVING SERVICES
Solicitation Number (if applicable): RFP 24-556
Name of Public Employer: DeKalb County School District

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

Executed on 25, ~~May~~ July 2023 in Chattanooga, TN
(city) (state)

Signature of Authorized Officer or Agent: Fugan Harper

Printed Name and Title of Authorized Agent: Fugan Harper SR Vice President

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 25th DAY OF July, 2023

Notary Public: Andrea Shipley

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:

416264

Date of Authorization:

May 8, 2011

Name of Subcontractor:

The Armstrong Company
DISTRICT WIDE MOVING SERVICES

Name of Project:

RFP 24-556

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 25 July, 2023 in Chattanooga

(city)

TN

(state)

Signature of Authorized Officer or Agent

Fuguan Harper

Printed Name and Title of Authorized Agent:

Fuguan Harper Sr. Vice President

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

25th

DAY OF July, 2023

Notary Public

Andrea Shipley

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 The Armstrong Company 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: 416264

Date of Authorization: May 8 2011

Name of Subcontractor: The Armstrong Company

Name of Project: _____

Solicitation Number (if applicable): DISTRICT WIDE MOVING SERVICES
RFP 24-556

Name of Public Employer: DeKalb County School District

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

Executed on 05, July, 2011 in Chattanooga, TN
(city) (state)

Signature of Authorized Officer or Agent: Fugina Harper

Printed Name and Title of Authorized Agent: Fugina Harper SR Vice President

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 25th DAY OF July, 2011

Notary Public: Andrea Shipley

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:

416264

Date of Authorization:

May 8, 2011

Name of Sub-subcontractor:

The Armstrong Company

Name of Project:

DISTRICT WIDE MOVING SERVICES

Solicitation Number (if applicable):

RFP 24-556

Name of Public Employer:

DeKalb County School District

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

Executed on 25 July, 2023 in Chattanooga, TN
(city) (state)

Signature of Authorized Officer or Agent

Fuguan Harper

Printed Name and Title of Authorized Agent:

Fuguan Harper SR. Vice President

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 25th DAY OF July, 2023

Notary Public

Andrea Shipley

My Commission Expires:



Attachment I

RFP 24-556

DISTRICT WIDE MOVING SERVICES

SIGNATURE PAGE

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

Fuguan Harper
Printed Name/Engaging Authorized
Company Official

SR. Vice President
Position/Title

The Armstrong Company
Offeror's Company Name

Fuguan Harper
Signature/Engaging Authorized
Company Official

fharper@qarmstrong.com
E-mail address

(423) 643-3704
Telephone Number

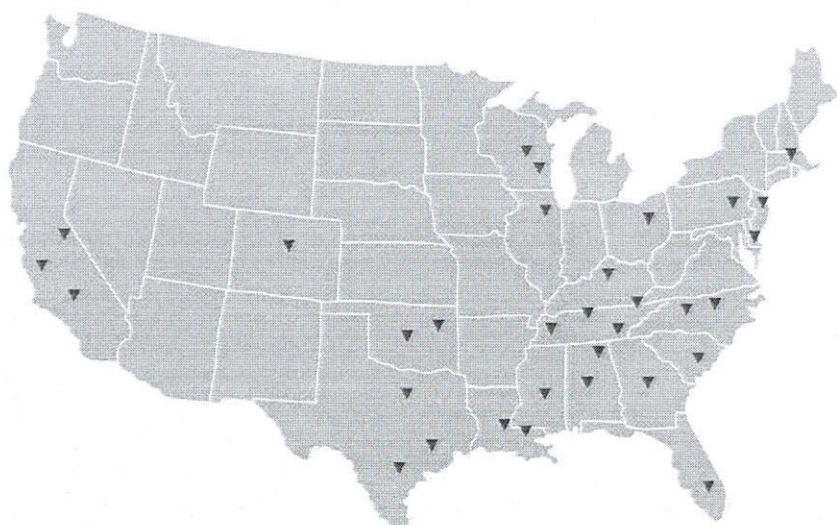
7/28/2023
Date

Company Profile

The Armstrong family of companies has provided moving services since 1922, operating under the name of Armstrong Transfer and Storage, until 1957. Under the leadership of Clyde Springer and Jim Watson, the current ownership group took control of Armstrong Transfer and Storage Co., Inc. /Armstrong Relocation Company, Memphis in 1957, doing business as Armstrong Relocation Company since that time. In 2023, Armstrong rebranded to be known as The Armstrong Company.

Headquartered in Memphis, TN, Armstrong is a respected industry leader as the nation's largest, asset-based commercial services provider. As a large business, Armstrong owns and operates 32 moving locations in 19 states across the country with more than 4 million sq. ft. of U.S. domestic warehouse space, and over 1,400 full-time employees and owner-operators delivering services nationwide. Armstrong's 65 consecutive years of profitability facilitate its ability to continue to expand its footprint, capacity and capabilities.

A founding member of the Commercial Relocation Network (CRN), Armstrong has a nationwide alliance with over 65 leading commercial relocation companies across all van lines. CRN brings best-in-class servicing and leading-edge approaches to commercial relocation that Armstrong in turn shares with its clients. Additionally, Armstrong is an active member of the Building Owners and Managers Association (BOMA), International Facilities Management Association (IFMA), CoreNet, American Transportation Association (ATA) and the Worldwide Employee Relocation Council (ERC). Armstrong has also been awarded a contract on the GSA Federal Supply Schedule for commercial moving and related services.



goarmstrong.com

19
states

32
markets
nationwide

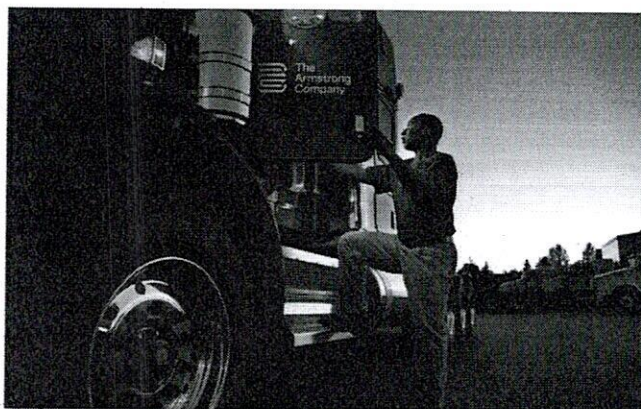
Confidential

Vision & Mission

Armstrong's vision is to continually build the Armstrong family of companies into the pre-eminent global supplier of moving, relocation and logistics services.

Armstrong's foundational DNA elements are:

- Unity: We are stronger together
- Integrity: Do the right thing
- Attitude: Be positively passionate
- Value: Customers define it, we deliver it
- Relationships: Value them above all
- Communication: Listen, learn, and respond
- Generosity: Succeed and share



66 years
of excellence



32
markets



19
states



475
drivers

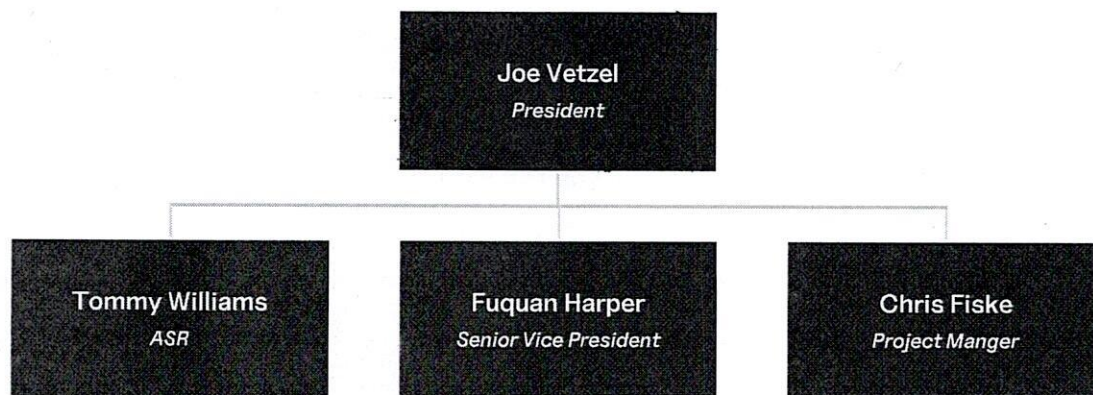


4M sq. ft.
of warehouse space



Highly-trained
background-checked drivers & crew

Organization and Staffing



Joe Vetzel, President

Joe is a third-generation mover whose grandfather was active in the moving industry for 60 years. He began his moving career at the age of eight. His work in the warehouse and on the trucks gave him valuable, practical experience. Joe moved through the ranks and in 1996 was named president of Armstrong's Chattanooga location. A company principal and owner, Joe manages his team of 40 team members in the Chattanooga office.

Tommy Williams, ASR

Tommy has been in the moving industry for 25+ years. He started as labor help and worked his way up to not just being a driver/crew leader, but also being one of Armstrong's top drivers for years. With his success over the road and moving safely, Tommy is an asset who oversees our entire safety operations.

Fuquan Harper, SR Vice President

Originating from the transportation world, Fuquan has been in the moving industry for six years and heavily involved in sales, operations and project management.

Chris Fiske, Project Manger

Chris has been in the moving/storage industry for 34 years, starting as a laborer and working his way up to a driver/crew leader. Chris has also been a great asset on the project management side on multi-phase projects. He is a key player in our warehousing success. Chris is married with three children and 5 grandchildren.

Compliance & Litigation Information

Armstrong's Chattanooga and Atlanta companies are both licensed by the State of Georgia to provide all services specified in the RFP. See the provided, *C. Company Profile – Business License*.

In addition, Armstrong has a degreed entomologist with whom we partner as needed. See the provided, *C. Company Profile – Entomologist Degree*.

Armstrong has not failed to complete a contract or contracts, defaulted or been declared a default on any contract.

Armstrong has had no legal actions filed against the company in the past five years.

Scope of Work & Solutions

Armstrong has been relying on our staffing formula we inherited from AMSA (American Moving and storage association) since the early 1990's. This formula states that one person can move 4,000 pounds safely per day. So, for us planning is key to success. One of our project managers will be involved in the walkthrough and/or planning process so that we can get an understanding of what the requirements are to make the project go with little to no hiccups. All employees that will be on any of the projects will have been trained in countless hours of video content and on-the-job training and background checked. Our normal crew sizes all depend on the job size. Normally our crews consist of one supervisor to five movers only because at that point the crew leader has more control over situations that come up.

The University of Kansas

Office of the University Registrar

Lawrence, Kansas

This is to certify that:

Stylianos Chatzimanolis

*has graduated from this University
as of Sunday, May 23, 2004.*

with the degree

Doctor of Philosophy

with a major in Entomology

Cindy Derritt

Cindy Derritt
University Registrar



We're in the business of moving yours forward.

Whether we're moving your **household**, your **business**, or your **product**, our expert team will partner with you to make the process as easy as it should be. With decades of experience and an ironclad commitment to customer success, we do what it takes to get your goods where they need to go, across the block or around the globe.



66

years of excellence



475

drivers



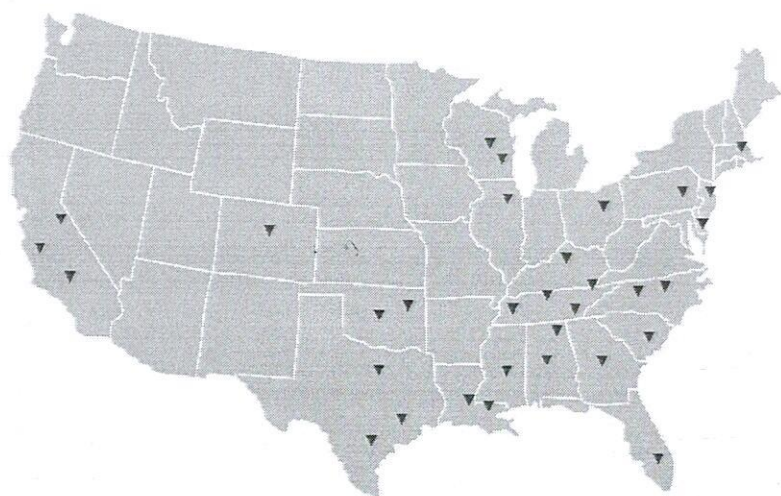
4M

sq. ft. of warehouse space



32

markets



- Birmingham, Ala.
- Huntsville, Ala.
- Los Angeles, Calif.
- Sacramento, Calif.
- San Francisco, Calif.
- Denver, Col.
- Wilmington, Del.
- Ft. Lauderdale, Fla.
- Atlanta, Ga.
- Chicago, Ill.
- Louisville, Ky.
- Baton Rouge, La.
- New Orleans, La.
- Boston, Mass.
- Jackson, Miss.
- Randolph, N.J.
- Charlotte, N.C.
- Raleigh, N.C.
- Akron, Ohio
- Oklahoma City, Okla.
- Tulsa, Okla.
- Lancaster, Penn.
- Charleston, S.C.
- Chattanooga, Tenn.
- Knoxville, Tenn.
- Memphis, Tenn.
- Nashville, Tenn.
- Dallas, Texas
- Houston, Texas
- San Antonio, Texas
- Madison, Wis.
- Milwaukee, Wis.



Business Services

We've built our business on moving yours forward. Our wide range of commercial services includes everything you need to get up and running quickly, from moving and installation to technical support and decommissioning. No matter what or where you're moving, your project will be led by a team with deep industry expertise. It's our way of making sure your next move is your best move.



COMMERCIAL RELOCATION

- Office relocation
- Laboratory relocation
- Packing services
- IT disconnect and reconnect
- File and record storage
- Move management
- Furniture configuration
- Debris removal
- Lease surrender services



LOGISTICS

- Cross-docking and transloading
- Final mile deliveries
- Asset inventory and control
- Project management
- Consolidation
- Order tracking
- Receiving and storage
- Lift gate deliveries



WAREHOUSING

- 24-hour monitored security
- Inventory management
- Asset tagging
- Barcode scanning
- Dock receiving
- Client access
- Record storage management
- Asset management
- Just-in-time deliveries

Project Scope of Work

- A.) Armstrong's strategy for servicing Dekalb County School District is to make sure that we have a clear understanding from the directors of the task that needs to be completed in a given timeframe. We will then gameplan to determine the number of crews and crew members required to service the project.

As the largest asset-based commercial moving company in the U.S., we have the ability to lean on our additional Armstrong offices, including those based in Atlanta, Huntsville and Birmingham, among other locations. We will treat each project uniquely and use our expertise in multi-phase facility moves to ensure the highest quality of service. This includes but not limited to moving, packing, furniture installation and cleanout services.

- B.) Armstrong has been servicing multiple school districts and states governments for decades. We pride ourselves on making sure that each phase or project is a priority. We service one of Chattanooga's largest school districts from small one desk/one chair moves to full school relocations, as well as a small, northern Georgia school district.

Working closely with the builders, contractors and school staff ensures we work in alignment to maximize the time allotted for our services. We understand the timeliness factor and work to minimize any downtime.

- C.) With our manpower, owned-trucks and collaborative planning with the directors, we have the capacity to service multiple projects at one time. We will have a third-party elevator specialist come into service, inspect, and maintain any elevators that are assigned to us.
- D.) Project Manager Fuquan Harper will be available at any time (423.710.7908) to address needs or concerns.