



Signature Routing Form

COS Initials: _____

For Superintendent's Approval/Signature

Date: 5/30/2024

Division Head: Erick Hofstetter (Operations)

Initials: EH

Purpose: Superintendent's Approval/Signature

Other: Click here to enter text.

Title of Document: District Wide Moving Services (Beltman Relocation Group)

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.

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. 61475

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 8:59 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>; Devonya Brown (Finance) <Devonya_Brown@dekalbschoolsga.org>

📎 5 attachments (10 MB)

Dekalb County School District - new.pdf; DCSD service agreement signed.pdf; Exhibit D- Beltmann_Relocation_Signed_Acceptance.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 Beltman Relocation Group

 [Exhibit B- Beltmann_Relocation_Vendor_Response.pdf](#)

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

CONFIDENTIALITY NOTICE: This electronic message, including attachment(s) contains information of a confidential nature, which may also include privileged Attorney-Client communication. If you are not the intended recipient, or authorized designee of the recipient, you are prohibited from reading, printing, reproducing, using, or otherwise disseminating the information contained in, and or attached to this message. If you have received this message in error, please advise the sender by reply e-mail, and destroy the original and all copies in your possession.

From: Charlie Shockley <Charlie.Shockley@beltmann.com>

Sent: Friday, May 3, 2024 10:48 AM

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

Cc: Daniel Denton (Finance) <Daniel_Denton@dekalbschoolsga.org>; Weyman Christopher (Finance)

<Weyman_F_Christopher@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>; Deborah Reynolds (Facilities & Operation)

<Deborah_Reynolds@dekalbschoolsga.org>

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

ALERT/ATTENTION: This email originated from outside the DeKalb County School District. Do not click links, open attachments or reply unless you recognize the sender and know the content is safe. **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.

Ms. Brown, Please find the signed copy of the agreement and a new certificate of Insurance the original one was expired. Please let me know if you need anything else.

Best regards

Charlie Shockley
Beltmann Relocation Group | Workplace Services
4897 Lewis RD
Stone Mountain GA 30083
O-678-328-2520 | C 770-652-9479
charlie.shockley@beltmann.com



HOME | OFFICE | LOGISTICS





From: Devonya Brown (Finance) <Devonya_Brown@dekalbschoolsga.org>
Sent: Thursday, May 2, 2024 12:31 PM
To: Charlie Shockley <Charlie.Shockley@beltmann.com>
Cc: Daniel Denton (Finance) <Daniel_Denton@dekalbschoolsga.org>; Weyman Christopher (Finance) <Weyman_F_Christopher@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>; Deborah Reynolds (Facilities & Operation) <Deborah_Reynolds@dekalbschoolsga.org>
Subject: RFP 24-556 District Wide Moving Services


External email, use extreme caution opening attachments or clicking on links. ###
Greetings,


My name is DeVonya Brown and I am a contract specialist for DeKalb County School District. As a result of Beltmann Relocation Group 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.

Respectfully,

 [Exhibit D-Beltmann Relocation Signed Acceptance.pdf](#)

 [Exhibit B- Beltmann Relocation Vendor Response.pdf](#)

 [Exhibit C - Board Directive RFP 24 556 District Wide Moving Services \(4\).pdf](#)

 [Beltmann Relocation COI \(1\).pdf](#)

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
BELTMANN RELOCATION GROUP**

**Service Provider: Beltmann Relocation Group
Project Name: District Wide Moving Services**

**Address: 4897 Lewis Rd
Stone Mountain, GA 30083**

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 Beltmann Relocation Group (hereinafter the "Service Provider") whose physical address is 4897 Lewis Rd, Stone Mountain, GA 30083. 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: Beltmann Relocation Group

Address: 4897 Lewis Rd
Stone Mountain, GA 30083

Contact Person: Charlie Shockley
Title: Account Executive
Phone: 770-652-9479
Email: charlie.shockley@beltmann.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 December 11, 2024.
- 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 Including Contractual Liability, Bodily Injury and Property Damage	\$2,000,000 annual aggregate \$1,000,000 per occurrence
Comprehensive Auto Liability Bodily Injury and Property Damage Covering Owned, Hired and Non-Owned Autos	\$3,000,000 per accident
Professional Liability	
Umbrella or Excess Insurance	\$5,000,000 annual aggregate

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

of the Work.

- 17.5 Certificates of Insurance must be executed with the following provisions:
- (a) Certificates to contain policy number, policy limits, and policy expiration date of all policies issued in accordance with this Service Agreement;
 - (b) Certificates to contain the project number, location of property, name of property and operations information to which the insurance applies;
 - (c) Certificates are to be issued to:
DeKalb County School District
DeKalb County Board of Education
1701 Mountain Industrial Blvd.
Stone Mountain, GA 30083
Attention: Risk Management Department
 - (d) Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least 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: Devon Q. Horton
[Signature]

Dr. Devon Q. Horton, Superintendent

1701 Mountain Industrial Blvd

Stone Mountain, Georgia 30083

SERVICE PROVIDER:

BELTMANN RELOCATION GROUP

By: Charlie Shockley
[Signature]

Charlie Shockley, Account Executive

4897 Lewis Rd

Stone Mountain, GA 30083

[Date of Execution]

5/3/24
[Date of Execution]



Finance

December 19, 2023

Charlie.shockley@beltmann.com

Beltmann Relocation Group

4897 Lewis Rd.

Stone Mountain, GA 3083

ATTN: Charlie Shockley, Account Executive

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

Dear Mr. Shockley:

The DeKalb County School District Board of Education has awarded the above referenced RFP to . The purpose of this letter is to obtain Beltmann Relocation Group'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@dekalbschoolsga.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

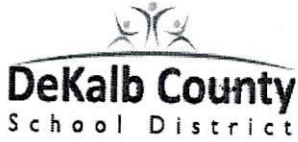
Beltmann Relocation Group hereby accepts DeKalb County School District's offer of award of RFP 24-556, District Wide Moving Services at the same prices, terms and conditions as stated in original solicitation document and understands an Agreement of Professional Services will follow.


Authorized Signatory

1/5/24
Date

CHARLES SHOCKLEY
Name (Typed or Printed)

ACCOUNT EXECUTIVE
Title of Authorized Signatory



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- (Optional)	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



1701 MOUNTAIN INDUSTRIAL BLVD, STONE MOUNTAIN, GEORGIA 30083

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

REQUEST FOR PROPOSAL

RFP 24-556

DISTRICT WIDE MOVING SERVICES

TABLE OF CONTENTS

Title Page	2
Table of Contents	3-4
Submittal Terms	5-7
Attachments	30-65

PART I – BACKGROUND AND INFORMATION

A.	Objectives	8
B.	General Information	8
C.	Procurement Process	8
D.	Addenda	8
E.	Proposal Contact Persons	9
F.	Prohibited Contacts	9
G.	Virtual Session	9
H.	Mandatory Virtual Pre-Proposal Conference	9
I.	Proposal Submission Deadline	10
J.	Virtual Public Acknowledgement	10
K.	Questions and Answers	10

PART II – GENERAL REQUIREMENTS

A.	Offeror Performance	11
B.	News Release	11
C.	Non-Discrimination	11
D.	Drug Free Workplace	11
E.	Smoke Free Workplace	11
F.	Costs Incurred	11
G.	Insurance	11
H.	Indemnification	14
I.	Illegal Immigration Reform and Enforcement Act of 2011	14
J.	Interviews	15
K.	Contract Terms	15
L.	Permits and Applicable Laws	16
M.	Infringement	16
N.	Ownership Rights	16
O.	Non-Collusion	16
P.	Conflict of Interest	16
Q.	Financial Stability	17
R.	No Obligation/No Contract Guaranteed	17
S.	Confidentiality and Non-Disclosure	17
T.	Business License	17
U.	Protest Process	18

TABLE OF CONTENTS (CONT'D)

PART III – SCOPE OF WORK

A.	Purpose / Project Overview	20
B	Project Scope of Work.....	20
C.	Company Profile	26
E.	References	26
F.	Brochures, Catalogs, Manuals, Websites, Literature.....	26
G.	Added Value.....	26
H.	Evaluation Criteria	27
I.	Transition Plan.....	28
J.	Required Content / Document Checklist.....	29

ATTACHMENTS

Attachment A – Fee Schedule (Cost Proposal Form)	30
Attachment B – Facility Address List.....	32
Attachment C – Critical Paragraphs	36
Attachment D – Offeror's Client Reference Form.....	37
Attachment E – Confidentiality and Non-Disclosure	38
Attachment F – Suspension and Debarment	39
Attachment G – Illegal Immigration Reform and Enforcement Act of 2011 Certification	40-45
Attachment H – Sample Service Agreement.....	46-64
Attachment I – Signature Page	65
Final Page.....	66

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 _____ and latest _____ service commencement dates after receipt of award letter.

Approval by the DeKalb County Board of Education

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

Funding Provisions

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

Compliance with Requirements

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

___ Proposal is in complete compliance with proposal requirements.

___ Proposal deviates from stated requirements as follows:

Cancellation

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

Fiscal Year Funding Implications

The fiscal year for DCSD begins July 1 and ends June 30. This solicitation and any resulting contract(s) may contain renewal and extension options.

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

Payment to Successful Vendor(s)

Payment for goods and services will be made by electronic funds transfer (EFT). Vendor(s) doing business with DCSD are required to provide EFT payment information when registering as a DCSD vendor at:

<https://www.dekalbschoolsga.org/purchasing/>.

Rights Reserved

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

DCSD reserves the right to request and negotiate a "best and final" response from offerors.

Taxes

Purchases made by DCSD are not subject to federal, state, or local sales tax. A Sales Tax Exemption Certificate will be furnished upon request.

F.O.B. Delivery

All prices are to be F.O.B. delivery to various DCSD locations.

Estimated Quantities

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

Exclusions of Trade Usages

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

Conditional Proposals

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

Offeror Failure

In the event services to be furnished by the successful offeror should for any reason fail to conform to the scope of work contained herein, DCSD reserves the right to reject the services and further reserves the right to terminate the contract.

Failure of the successful offeror to perform contracted services may also result in the removal of that offeror from doing business with DCSD for a period of not less than one year.

Georgia Open Records Act

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

No Assignment of Award

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

The Laws of the State of Georgia

This RFP and subsequent agreement are subject to the laws of the State of Georgia.

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

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

Additional Terms

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

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

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

PART 1 BACKGROUND AND INFORMATION

A. Objectives

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

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

B. General Information

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

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

DCSD includes approximately:

- 76 Elementary Schools
- 19 Middle Schools
- 22 High Schools
- 9 Start-up Charter Schools
- 2 Conversion Charter Schools
- 13 Specialized Learning Centers
- 6 Administrative Centers, and
- 5 Athletic Stadiums

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

C. Procurement Process

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

D. Addenda

It is the responsibility of offerors to frequently check for any addenda, questions, and answers posted on the Purchasing Bulletin Board on the DCSD website. Failure on the part of offerors to make themselves aware of and comply with addenda requirements will not relieve them of this obligation.

All posted addenda must be printed, signed by the offeror, and included in the offeror's RFP submission. Click on the following link to the Purchasing Bulletin Board:

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

E. Proposal Contact Person

The assigned contact person for offerors is Carla L. Smith, Vendor Services Executive Director. Ms. Smith can be reached at (678) 676-0120 or by email to **solicitationquestions@dekabschoolsga.org**.

F. Prohibited Contact(s)

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

Board Member Communication with Prospective Vendors

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

G. Virtual Session

The DeKalb County School District Vendor Services department is hosting a virtual session on how to submit an electronic bid via IonWave. The virtual session will be held through Microsoft Teams on **Thursday, June 29, 2023, at 3:00 PM EST.**

Those who would like to attend the virtual session, must register no later than **Wednesday, June 28, 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, June 29, 2023, by 3:00 PM EST.** (*Attendance is not mandatory.*)

H. Mandatory 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, June 29, 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, June 28, 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 **12:00 PM EST, Thursday, June 29, 2023.**

I. Proposal Submission Deadline

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

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

Proposals in response to this RFP must be received by the DCSD Vendor Services Procurement via IonWave no later than **2:00PM, Tuesday, July 18, 2023**. Proposals received after the stated deadline will not be considered.

J. Virtual Public Acknowledgement

The public acknowledgment will be held virtually through **Microsoft Teams on Tuesday, July 18, 2023, at 3:00PM EST**. Those who would like to attend the acknowledgement, please register no later than **Monday, July 17, 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 18, 2023, by 10:00AM EST**.

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 to include the **Solicitation Title** in the subject of the 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 3, 2023, 12:00 Noon**. Questions received after the deadline will not be considered. All questions received by **Noon, July 3, 2023**, shall be answered in writing and both the questions and answers will be posted to the following website on or before **Friday, July 7, 2023, 4:30 PM**.

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

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

PART II GENERAL REQUIREMENTS

A. **Offeror Performance**

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

DCSD will look to the offeror and his/her identified personnel to coordinate and deliver the services described in this RFP. The services shall not be delegated to sub-offerors or assigned to any third party.

B. **News Release**

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

C. **Non-Discrimination**

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

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

D. **Drug-Free Workplace**

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

E. **Smoke-Free Workplace**

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

F. **Costs Incurred**

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

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

G. **Insurance**

Certificate of Insurance and/or ACORD Form is required with solicitation submittal upon award. Upload this documentation under the Response Attachment tab via IonWave titled "Certificate of Insurance".

The DCSD Director of Risk Management sets insurance and indemnification requirements for each Solicitation.

Certificate of Insurance / Accord Form is required with solicitation submittal upon award. **Provision of Certificate of Insurance is a mandatory requirement.** Proposals submitted with certificates of insurance will be considered conditionally responsive to the insurance and indemnification requirement. Final award of this RFP will be contingent upon receipt within six (6) business days of request for insurance documentation complete with the following requirements and fully acceptable to the DCSD Risk Manager. No work will commence / no purchases will be made without the written statement of approval of insurance coverage from the DCSD Risk Manager. In the event the awarded offeror cannot produce insurance coverage acceptable to the Risk Manager within the time provided, DCSD reserves the right to award this solicitation to the first runner-up.

(1) The successful Offeror shall procure and maintain throughout the term of this agreement a policy or policies of insurance providing coverage as set forth below that shall protect the offeror and the Indemnitees (as defined in Part II, Section I of this RFP) from any claims for bodily injury, property damage, or personal injury which may arise out of offeror's operations under this agreement. The foregoing policies shall be obtained from insurance companies approved to do business in the State of Georgia and companies acceptable to DCSD. Offeror shall procure the insurance policy(ies) at the offeror's own expense and shall furnish to DCSD a certificate of insurance containing the following:

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

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

(2) Offeror is required to maintain the following insurance coverage during the term of this agreement:

- (a) Workers Compensation Insurance in the amounts of the statutory limits established by The General Assembly of the State of Georgia. Offeror shall have the ability to self-insure its required workers' compensation coverage if offeror is an approved self-insurer in the State of Georgia.
- (b) Commercial General Liability Policy, or equivalent coverage, to include products and completed operations liability and contractual liability. The Commercial General Liability Policy shall have dollar limits sufficient to insure that there is no gap in coverage between this policy and any excess or Commercial Umbrella Policy described below.
- (c) Automobile Liability Policy to include but not be limited to liability coverage on any

owned, non-owned and hired vehicle used by offeror or offeror's personnel in the performance of this agreement. The Comprehensive Automobile Policy shall have dollar limits sufficient to insure that there is no gap in coverage between this policy and the excess or Commercial Umbrella Policy required under this agreement.

(d) Commercial Umbrella or Excess Liability Policy, which must provide the same or broader coverage than those provided for in the above Comprehensive General Liability and Business Auto Policies. Policy limits for the Commercial Umbrella or Excess Liability Policy shall have an annual occurrence and annual aggregate limit not less than \$2,000,000 per claim.

(e) Professional Liability or Errors & Omissions coverage with limits not less than \$2,000,000 per claim/\$2,000,000 aggregate. The deductible shall not exceed \$10,000 per claim.

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

(i) All policies and coverage shall be on an "occurrence" not "claims made" basis (excepting (e) above)

(ii) The foregoing policies shall contain a provision that coverage afforded under the policies will not be canceled, or not renewed, allowed to lapse for any reason until at least thirty (30) days prior written notice has been given to DCSD.

(iii) Shall waive all right of subrogation against Indemnitees (as defined in Part II, Section I of this RFP) for losses arising out of this agreement.

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

(v) Certificates of Insurance showing such coverage to be in force shall be filed with DCSD prior to commencement or continuation of any work under this agreement.

(vi) All such coverage shall remain in full force and effect during the term and any renewal or extension thereof.

(g) Under coverage and certificates required under Sections 2(a), 2(b), (c), and (d) above, policies shall be endorsed to include the following terms and conditions:

(i) Minimum limits of \$1,000,000 per occurrence \$2,000,000 in the annual aggregate. Primary limits of coverage in the amount of \$1,000,000 per occurrence must be with insurers approved to conduct business in the State of Georgia. Excess or umbrella liability insurance may be placed with any insurer submitted by offeror, including captive or self-insured programs, with the prior written approval of DCSD.

(ii) Contractual liability coverage, specifically referencing this agreement and its Indemnity applies to liability assumed by the named insured.

(iii) Shall include Indemnitees as additional insured except on coverages (2) (a) and (2)(e).

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

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

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

(h) Offeror shall require any and all subofferors performing work under this agreement to carry insurance of the types and with limits of liability as offeror shall deem appropriate and adequate for the work being performed. However, the obligations of the offeror to the Indemnitees assumed in Sections of Indemnification, and Insurance shall not be reduced or diminished by the standards set for the subofferors. Further, offeror agrees that their obligations to indemnify and insure the Indemnitees shall pertain to all losses arising out of the subofferor's acts or negligence in the same manner and to the same extent as if committed by the offeror. Offeror shall obtain and make available for inspection by DCSD, current certificates of insurance evidencing insurance coverage by such subofferors.

H. Indemnification

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

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

I. Illegal Immigration Reform and Enforcement Act of

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

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

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

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

5) Sub-Subcontractor Affidavit (Sub-Subcontractor Only)

The Immigration and Security Certification, the Offeror E-Verify Affidavit, the Contractor Affidavit, the Subcontractor Affidavit and the Sub-Subcontractor Affidavit are found on pages **40-45** of this solicitation document. The Immigration and Security Certification, the Offeror E-Verify Affidavit, the Contractor Affidavit, Subcontractor Affidavit and the Sub-Subcontractor Affidavit must be completed, notarized and submitted with your bid response.

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

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

J. Interviews

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

K. Contract Terms

In the event DCSD determines that outsourcing these services are in its best interest, with the approval of the DeKalb County Board of Education, the successful offeror will be notified in writing. A contract confirming firm fixed price and other terms shall be signed by the parties. **Services will begin on or about October 2023. The initial contract duration shall be through June 30, 2024.** The contract may contain **four (4) years extension options** contingent upon DCSD's offer of such extension, the successful offeror's acceptance and the approval of the DeKalb County Board of Education to extend the contract. The contract is subject to the approval of the DeKalb County Board of Education and to fiscal year funding limitations. The contract price must be held firm for the entire term of the contract.

DCSD reserves the right to terminate any resulting contract for convenience. In the event of contract termination by DCSD, the DCSD will be responsible only for those services and deliverables that have been received and accepted. Any cancellation for convenience by DCSD shall be effective three (3) business days after receipt of the Notice of Cancellation for convenience from DCSD by the offeror. Non-performance of contract terms shall give sufficient cause for DCSD to cancel the contract. Non-performance shall be construed to include, but is not limited to, failure of the offeror to deliver equipment or perform services in the time specified or in the manner required.

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

L. Permits and Applicable Laws

By submitting a proposal, offeror acknowledges its acceptance of the RFP specifications and the contract terms and conditions without change except as otherwise expressly stated in the submitted proposal.

If an offeror takes exception to a contract term or provision, the offeror must state the reason for the exception and state the specific contract language it proposes to include in place of the provision. Any exceptions to the contract must be submitted as an attachment to the offeror's response. Proposed exceptions must not conflict with or attempt to preempt mandatory requirements specified in the RFP.

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

M. Infringement

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

N. Ownership Rights

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

O. Non-Collusion

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

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

P. Conflict of Interest

Upload this documentation under the Response Attachment tab via IonWave titled "Conflict of Interest".

Offeror shall use its best efforts to disclose with their proposal the name of any officer, director, or agent who also is a DCSD employee, agent, representative, contractor, immediate family member (spouse, child, sibling, or parent or the spouse of a child, sibling or parent) or DeKalb County Board of Education member. Offerors shall also disclose the name of any DCSD employee, agent, representative, contractor, immediate family member or board member who owns, directly or indirectly, an interest in five percent or more in the Offeror's company or any of its branches. In the event the Offeror was aware of a conflict of interest prior to the award of the contract and did not disclose the conflict DCSD may, at its discretion, terminate the contract for default. The Offeror further agrees that, if after award, a conflict of interest is discovered, an immediate and full disclosure in writing must be made to the DCSD Purchasing Department which must include a description of the action which the Offeror has taken or proposes to take to avoid or mitigate such conflicts. If a conflict of interest is determined to exist, DCSD may, at its discretion, cancel the contract. Offerors shall certify that their response to this RFP is impartial, at arms-length, and free of any conflict of interest at this time, unfair advantage, or personal benefit to any DCSD official.

Q. Financial Stability

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

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

R. No Obligation/No Award Guaranteed/Cost to Propose

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

S. Confidentiality and Non-Disclosure

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

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

T. Business License

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

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

U. Protest Process

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

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

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

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

MAIL: Attention: Carla Smith, Executive Director
DeKalb County School District
Vendor Services
1701 Mountain Industrial Boulevard
Stone Mountain, Georgia 30083
Email: solicitationquestions@dekalbschoolsga.org

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

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

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

5. Stay of procurement during protest review.

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

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

6. Protest Resolution.

The Vendor Services Department shall review and issue a written decision on the protest within seven (7) business days. This decision shall be deemed final. Available remedies for sustained protests are as follows:

- If a protest is sustained prior to the closing date and time of the solicitation, available remedies may include, but are not limited to, the following: modification of the solicitation document including, but not limited to, specifications and terms and conditions; extension of the solicitation closing date and time (as appropriate); and cancellation of the solicitation.
- If a protest of the intended/actual contract award is sustained, available remedies may include but are not limited to, the following: revision or cancellation of the NOIA/NOA, re-evaluation and re-award, or re-solicitation with appropriate changes to the new solicitation.

7. Costs

In no event shall a bidder be entitled to recover any costs incurred in connection with the solicitation or protest process, including, but not limited to, the costs of preparing a bid/proposal, the costs of participating in the protest process, or any attorney fees.

PART III SCOPE OF WORK

A. *Purpose/Project Overview*

DCSD is seeking proposals from qualified offerors with professional qualifications, technical competence and specialized experience in moving services to provide district wide on-call services at DCSD facilities, in accordance with the scope of work of this RFP.

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

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

DCSD currently operates 180 calendar school days during the school year. DCSD serves approximately 101,000 students, 139 schools and centers, and 15,500 employees.

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

DCSD Operations Department reserves the right to make multiple awards and will be responsible for administration of this contract.

B. *Project Scope of Work*

Each Contractor shall provide all supervision, coordination, vehicles, labor, staff, drivers, materials, supplies, tools, steel deck dollies, stand mule carts, hydraulic jacks, fork lifts, handling equipment, roll off containers, insurance, permits, licenses, registrations and fees, loading, transport, unloading, placing, packing, moving, assembly, set-up and placement of furniture, machinery, equipment tools, materials or supplies, incidentals, gratuities, and all things and services necessary to provide DCSD moving services. All costs associated with meeting the requirements of this RFP shall be the sole responsibility of the Contractor. The Contractor(s) will provide an individual who will manage all communications, scheduling, and coordination of moving services. The coordinator will review the existing District location to evaluate the scope of the move.

1. STAFFING

Each Contractor shall provide a staffing formula with their response that includes staff required to accomplish the scope of services in this RFP. Staffing formula shall include, but is not limited to, the supervisors as center point of contact.

Awarded Contractor(s) shall comply with the following requirements:

- a. DCSD requires trained, professional movers. All work shall be professionally done in a careful manner pursuant with current acceptable moving industry standards and as required by the Department of Motor Vehicle Safety.
- b. Contractor shall have full control of all its personnel employed in association with the work. Contractor shall remove or cause to be removed from the premises any of its personnel or its subcontractor's personnel, who, in the judgment of the DCSD representative are detrimental to the progress of the work, or who act in an unprofessional manner.
- c. Provide a minimum of one (1) supervisor to every ten (10) employees or (10) member crew.
- d. Contractor shall provide current contact information of one individual, as the central point of contact person, for all moves to the DCSD project representative or designee. Current contact information shall include but not be limited to name, title, office phone number, cell phone number and email address. Current contact information shall be maintained in the DCSD, Business Services, Operations Division always during the term of the contract. It is the responsibility of the Contractor to maintain and provide updated contact information to DCSD representatives.
- e. Emergency contact information for Contractor's crew shall be made available to the central point of contact for your company. The Contractor's central point of contact must be available by phone when work is in progress at any DCSD site.

2. MINIMUM REQUIREMENTS

The awarded Contractor(s) will be required to meet with a DCSD representative, at no additional cost, for the purpose of discussing scope and movement plans for projects.

The awarded Contractor(s) shall perform certain services in preparation for a move. These activities shall include, but are not limited, to the following:

- a. Conduct a pre-planning walk-through, at no additional cost, at the DCSD location with dates and times to be determined by DCSD representative, who will define location moving services project requirements.
- b. Attend planning meetings, at no additional costs, with the DCSD representative to address all issues prior to the move.
- c. Develop a written specific moving services project plan to execute for each location move, giving consideration to building, stairs or other conditions inherent to the facility, i.e., what size crew will be required and approximately how long to load, transport, unload and place.
- d. Inspect and verify the nature of the materials, as well as the sequence and timing of the move to ensure a smooth, integrated transition.
- e. Identify any site/building constraints that could affect the move, (i.e., push distance, site accessibility etc.)
- f. Estimate the number of four-wheel dollies, carts and other handling equipment required for the specific moving project.
- g. Conduct a confirmation walk-through three (3) days prior to the date of the move. This walk-through shall be held at the origin of the move and at its destination for the purpose of

identifying any changes to the project scope since the date of the last planning meeting. Any scope changes that result in cost changes must be communicated to DCSD representative in writing within 24 hours of the confirmation walkthrough. The DCSD representative shall be notified immediately if any such changes occur during the move. The Contractor must provide written substantiation of costs to DCSD within 48 hours. Additional costs shall be automatically rejected by DCSD if the above procedures are not followed.

h. Submit daily time sheets or daily bill of lading of the work performed for signature and approval by the DCSD project coordinator or designee. Time sheets shall contain start and finish times, total hours worked and total number of employees that worked.

i. The Contractor(s) will provide portable communications between its crews during all move activities, and if required, provide portable communication devices for District representatives.

j. The Contractor(s) will have its offices, equipment yards and dispatchers accessible during the move to provide additional staffing and equipment, if needed.

3. MINIMUM REQUIREMENTS FOR RELOCATION OF EQUIPMENT AND MOVING SERVICES

Each Contractor shall accomplish the purpose and objectives of this RFP and shall meet satisfactory

performance standards as required by DCSD. Awarded Contractor(s) shall:

a. Coordinate all work through with the designated DCSD representatives.

b. Meet with DCSD representative, at no additional cost, for the purpose of discussing scope and movement plans for any and all projects.

c. Provide all supervision, vehicles, labor, staff, crew, materials, supplies tools, dollies, carts, handling equipment, insurance, permits, licenses, registrations and fees, loading, transport, unloading, placing, and all things and services necessary to provide DCSD moving services.

4. MOVING SERVICES SHALL INCLUDE, BUT NOT LIMITED TO THE FOLLOWING

a. Visit the required sites to review the work to be performed and provide estimates for such work.

b. Perform moving services in accordance with DCSD specifications, instructions from the DCSD representative or designee, and according to the schedule that meets the needs of DCSD.

c. Furnish all coordination necessary to perform the services contemplated herein in an orderly, timely and efficient manner.

d. Provide moving services consisting of all supervision, vehicles, labor, staff, crew, materials, supplies tools, dollies, carts, handling equipment, insurance, permits, licenses, registrations and fees, loading, transport, unloading, placing, packing, moving, assembly, set-up and placement of furniture, machinery, equipment, tools, materials or supplies, incidentals, gratuities, and all things and services necessary as specified by DCSD.

- e. Provide written estimates for additional services or materials such as packing, unpacking, storage, packing materials or containers to the DCSD project coordinator or designee. All such estimates shall be binding.
- f. Start and complete the moving services project in accordance with a schedule that meets the needs of DCSD.
- g. Any Contractor who cannot meet the DCSD scheduled requirements will be relieved of its responsibility for that project. DCSD reserves the right to use another Contractor if the approved Contractor cannot meet the schedule.
- h. Provide unloading of trucks, movement of material and other required services to designated locations as determined by DCSD.
- i. Deliver items or perform the work at required DCSD destinations.
- j. Provide assembly and light work consisting of but not limited to putting casters on carts, inserting wheels into a base, assembly of 4 "slide in" legs onto student open front desks and adjusting to designated height, assembly of four (4) legs on teacher desks, assembly of four (4) legs on different size tables.

5. MINIMUM REQUIREMENTS FOR PACKING MATERIALS

It is essential that the right type of packing materials, including boxes, be provided. Boxes and packing materials shall be commercial grade and in accordance with the moving industry specifications. Upon request, awarded Contractor(s) shall provide:

- a. Boxes for moving. The types of boxes to be provided are book, legal tote, medium, large, dish pack, mirror, picture, wardrobe box with metal bar, and record box with lid 15"x12.5"x12.5.
- b. Miscellaneous packing materials, such as tape (PVC or re-enforced), wrapping material (newsprint paper, tissue paper, shrink wrap, bubble wrap, Styrofoam peanuts and labels).

6. CLEAN UP AND REMOVAL OF DEBRIS

Awarded Contractor(s) shall:

- a. Remove and properly dispose of all cardboard, packaging materials, pallets, debris and other items used to perform the work from DCSD property.
- b. Clean all areas of work upon completion of the workday.
- c. Do not use DCSD waste containers for disposal of packing and cleaning items.

7. PERMITS, LICENSES AND REGISTRATIONS

Awarded Contractor(s) shall provide the current, appropriate licenses, in accordance with the United State Department of Transportation, the State of Georgia Department of Transportation, or the Interstate Commerce Commission.

8. SAFETY

All contractors and subcontractors performing services for DCSD are required and shall comply with Occupational Safety and Health Administration (OSHA), State Safety and Health Standards, and any other applicable rules for the safety of their employees.

a. Safety shall be observed at all times. The Contractor shall be in compliance with all local, state and federal health and safety regulations throughout the course of the work. It is the responsibility of the Contractor to acquire familiarity with all applicable health and safety regulations.

b. Hard hats, safety glasses, long pants, hard shoes or other protective items may be required at some sites. When required, it is the Contractor's responsibility to provide these items for the crew at no additional cost to DCSD.

9. SECURITY

The awarded Contractor(s) shall:

a. Provide each employee with proper identification that includes both the name of the awarded Contractor and the employee. The identification must be worn on the outer garment of the employee at all times when on DCSD premises.

b. Provide all employees with uniforms or like clothing that readily identifies the Contractor's employees or subcontractors.

c. All moving service provider's employees shall meet with the approval of the DCSD representative or designee. The awarded Contractor (s) shall remove or cause to be removed any employee that the DCSD representative or designee deems unsuitable.

d. Criminal background checks must be performed on all Contractor's employees and are the responsibility of the Contractor.

10. DAMAGE, THEFT, ILLEGAL OR INAPPROPRIATE CONDUCT

During the confirmation walk-through, the awarded Contractor(s) shall provide to the DCSD project representative or designee, a detailed list of existing property damage. Any damages not noted prior to the move shall be the responsibility of the Contractor.

a. Contractor and/or subcontractors shall not damage DCSD property. Damage to DCSD property by the Contractor shall be reimbursed based on replacement cost as determined by DCSD.

b. Awarded Contractor(s) shall reimburse any costs incurred by DCSD due to illegal or inappropriate conduct by the Contractor's employees. Such costs shall include, but are not limited to the following:

- Payment to DCSD for the repair of damage to school property.
- Reimbursement for the replacement of DCSD furniture damaged due to Contractor's neglect.
- Payments to law enforcement agencies or security companies for investigations of conduct that prove an employee's inappropriate or illegal conduct; replacement costs of items missing or damaged, due to an employee's conduct.

- Payment or reimbursement checks shall be made out to DeKalb County School District and submitted to:

***DeKalb County School District
Business Services, Operations Division
1780 Montreal Road
Tucker, Georgia 30084***

- c. If payment/reimbursement is not received within thirty (30) days, DCSD reserves the right to deduct funds from any payment due to the Contractor.

11. WORK HOURS

- a. The Contractor is advised that DCSD's core mission is student instruction. Contractor shall be required to perform moving services so as not to disrupt DCSD operations. The normal hours of operations are 7:30am to 3:30pm EST, Monday through Friday.
- b. Each DCSD facility is an active community property. As such, there are regularly scheduled events that occur that will require planning and scheduling. The Contractor is to understand this and work with the schedule provided by DCSD when events are scheduled.
- c. The Contractor shall be prepared to perform DCSD moving services after normal hours of operation or during weekends if required.
- d. DCSD will provide a current school calendar to the awarded Contractor(s).

12. REVIEW AND INSPECTION

- a. All work shall be inspected and approved by the DCSD representative or designee for satisfactory completion.
- b. All work condemned for poor workmanship or for unacceptable delays will not be billed. DCSD will not pay overtime charges.
- c. All work performed under the contract is subject to inspection by DCSD at any time during the contract period. DCSD reserves the right to inspect moving services randomly and periodically.
- d. Persistent or excessive instances of less than satisfactory performance shall be cause for DCSD to terminate the contract under its contract termination procedures.

C. Company Profile

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

Provide your business solutions, background information, history, mission, business partners, core business solutions and services offered, organizational structure, number of employees, and operation locations.

Compliance Information:

Companies must meet minimum criteria as specified to receive further consideration. Proposals shall include the following:

The submitting company must be licensed by the State of Georgia to provide all services specified in this RFP and all documents must be in the name of the submitting company.

All employees of the submitting company that are assigned to this project must be licensed by the State of Georgia. Company must submit copies of all employees' licenses that will be assigned to this project.

The submitting company **must** have a degreed entomologist on staff or **must** have one as a consultant used on a regular basis. Please provide a copy the degree with your proposal.

Litigation Information (Y/N):

Identify and briefly discuss any instances in the past five (5) years where your contract was terminated, with or without cause. Provide Owner name, project name and Owner Project Representative Name and Number. For joint ventures responding to this RFP, provide the above information as it pertains, to the joint venture and for each partner or entity creating said joint venture. **If there is no failure or failures to complete a contract, please include a statement that the Firm has never failed to complete a contract or contracts or have defaulted or have been declared in default on any contract.**

Identify any legal actions that have been filed against your company for services rendered in connection with pest control services in the past (5) years. Provide a brief explanation for each occurrence and the outcome/disposition. **If there have been no legal actions filed against your company, please include a statement that the Company has not had any legal actions filed against them in the past five (5) years.**

D. References

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

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

E. Brochures, Catalogs, Manuals, Websites, Literature

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

F. Added Value

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

G. Evaluation Criteria

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

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

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

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

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

1. Firm's Overview (15 Points)

- a. Provide a full and complete company profile to include, but not limited to Firm's name, address, a headquarters and or branch office handling this project, as well as primary contact name, title, related telephone/fax numbers and email address.
- b. State how many years licensed to do business under the name stated above. Describe firm ownership structure and history.
- c. List the number of permanent employees and provide an organizational chart of the firm. Include management-level employee(s) the firm intends to assign to the project. Include a professional biographical summary including certifications and detailed outline of the role and responsibility of each employee that will be assigned to the project.
- d. Describe other qualifications that may be used to assess proposer's capabilities. Please note that the District recognizes that the information requested may not apply in full to the goods, services or systems in this RFP, but the highest point levels will be awarded to those proposals where the respondent has clearly described additional reasons that the District may consider in establishing an enhanced and more productive business partnership.

2. Scope of Services (30 points)

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

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

- a. Briefly describe project experience specific to Moving Services that the company has provided for preferably K-12 education or other governmental agencies, or related engagements that the company is currently engaged in or has completed within the past three (3) years.

- b. Describe your environmental, quality assurance/quality control, and safety programs that apply to managing potential risks associated with the provision of the pest control services identified in this RFP.
- c. Describe in detail your company training and education program for employees.

4. References (5 points)

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

5. Quality and completeness of proposal (5 points)

6. Cost of Services (15 points)

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

H. Transition Plan/Transition on Commencement of Contract

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

Transition and Continuity of Service upon Expiration of Contract

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

- Exercise best efforts and cooperation for an orderly and efficient transition to another provider or to DCSD.
- Negotiate a plan in good faith with successor to determine the nature and extent of the phase-in, phase-out services required. The plan shall specify a date for services described in the plan and shall be subject to approval by DCSD. The existing moving service provider shall provide sufficient experienced personnel during the phase-in and phase-out periods to ensure that the imperious services in the contract are maintained at the required level of need and proficiency.
- All DCSD property (including but not limited to, students and DCSD records, parts, equipment, facilities, keys and materials) shall be returned to DCSD upon expiration of contract. Offeror shall include in their response any DCSD or any subsequent contractor requirements, if offeror is awarded this contract and does not retain this contract upon its expiration.

I. REQUIRED CONTENT / DOCUMENT CHECKLIST

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

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

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

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

The Request for Proposals document, RFP 24-556 District Wide Moving Services (MUST BE the first document in the submission); this document is located at <http://www.dekalbschoolsga.org/solicitations>

Table of Contents for your submission

- Addenda – Each individual Addendum must be printed, signed, and inserted immediately following the Table of Contents (**Upload Required**)
- Audited Company Financial Statements/Company Annual Reports for 2021 and 2022
- Business License (**Upload Required**)
- Attachment A – Cost Proposal Form/Fee Schedule (**Upload Required**)
- Attachment B – Facility Address List
- Attachment C – Critical Paragraphs (**Upload Required**)
- Attachment D – Offeror's Client Reference Form (**Upload Required**)
- Attachment E – Statement of Confidentiality and Non-Disclosure (**Upload Required**)
- Attachment F – Suspension and Debarment Certification (**Upload Required**)
- Attachment G – Immigration & Security Certification (**Upload Required**)
- Attachment H – Sample Service Agreement
- Attachment I – Signature Page (**Upload Required**)
- Company Profile (**Upload Required**)
- Brochures, Catalogs, Manuals, Websites, Literature, DVDs and other marketing media
- Project Scope of Work (**Upload Required**)
- Added Value

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 \$	_____ (1)
STANDARD TRUCK PLUS (3) PERSONNEL \$	_____ (2)
STANDARD TRUCK PLUS (4) PERSONNEL \$	_____ (3)
STANDARD TRUCK PLUS (5) PERSONNEL \$	_____ (4)
STAFF	FIRM FIXED HOURLY RATE
SUPERVISOR	_____ (5)
DRIVER	_____ (6)
HELPER	_____ (7)
TRUCKS AND VANS	UNIT COST PER MOVE
STANDARD TRUCK	_____ (8)
TRACTOR	_____ (9)
CARGO VAN	_____ (10)
TRAVEL FEE	_____ (11)
PACKAGE MATERIALS	UNIT COST
LARGE BOXES 24" x 18"x18" (EACH)	_____ (12)
MEDIUM BOXES 28"x18"x16" (each)	_____ (13)
SMALL BOXES 16.5"x12.5"x12.5" (each)	_____ (14)

PACKING TAPE (per roll) \$	_____ (15)
PACKAGE MATERIALS (continued)	UNIT COST
SHRINK WRAP (per roll)	_____ (16)
BUBBLE WRAP (per roll)	_____ (17)
RECORD BOX WITH LID 15"x12"x10" (each)	_____ (18)
SPECIAL EQUIPMENT	
LOAD ROLLERS	_____ (19)
STEEL DECK DOLLY	_____ (20)
RIGGING HOISTS	_____ (21)
CRANES (various sizes)	_____ (22)
HYDRAULIC JACKS	_____ (23)
FORK LIFTS	_____ (24)
STANDARD MULE CART	_____ (25)

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

Complete the following:

 Company Name

 Authorized Company Representative Name (please print) Title

 Authorized Company Representative Signature Date

 Address

 Phone

 Email

ATTACHMENT B
RFP 24-556
DISTRICT WIDE MOVING SERVICES
DCSD FACILITY ADDRESS LIST

School Name	Address	City	Zip Code
Adams Stadium Facility	2383 N. Druid Hills Road	Atlanta, GA	30329
Allgood ES	659 Allgood Road	Stone Mtn, GA	30083
Arabia Mountain HS	6610 Browns Mill Road	Lithonia, GA	30038
Ashford Park ES	2968 Cravenridge Drive NE	Atlanta, GA	30319
Austin ES	5435 Roberts Drive	Atlanta, GA	30338
Austin ES (New)	5321 Roberts Drive	Atlanta, GA	30338
Avondale ES	8 Lakeshore Drive	Avondale Estates, GA	30002
Avondale High Facility	1192 Clarendon Avenue	Avondale Estates, GA	30002
Avondale Stadium Facility	1192 Clarendon Avenue	Avondale Estates, GA	30002
Barack H. Obama EMST	3132 Clifton Church Road SE	Atlanta, GA	30316
Bethune, Mary McLeod MS	5200 Covington Highway	Decatur, GA	30035
Bob Mathis ES	3505 Boring Road	Decatur, GA	30034
Bouie, Edward L. Sr. Theme ES	5100 Rock Springs Road	Lithonia, GA	30038
Briar Vista ES	1131 Briar Vista Terrace NE	Atlanta, GA	30324
Briarlake ES	3590 Lavista Road	Decatur, GA	30033
Brockett ES	1855 Brockett Road	Tucker, GA	30084
Browns Mill ES	4863 Browns Mill Road	Lithonia, GA	30038
Canby Lane ES	4150 Green Hawk Trail	Decatur, GA	30035
Cary Reynolds ES	3498 Pine Street	Atlanta, GA	30340
Cedar Grove ES	2330 River Road	Ellenwood, GA	30294
Cedar Grove HS	2360 River Road	Ellenwood, GA	30294
Cedar Grove MS	2300 Wildcat Road	Decatur, GA	30034
Chamblee HS	3688 Chamblee Dunwoody Road	Atlanta, GA	30341
Chamblee MS	3601 Sexton Woods Drive	Atlanta, GA	30341
Champion Theme MS	5265 Mimosa Drive	Stone Mtn, GA	30083
Chapel Hill ES	3536 Radcliffe Blvd	Decatur, GA	30034
Chapel Hill MS	3535 Dogwood Farm Road	Decatur, GA	30034
Chesnut ES	4576 N Peachtree Road	Atlanta, GA	30338
Clarkston HS	618 North Indian Creek Drive	Clarkston, GA	30021
Columbia ES	3230 Columbia Woods Drive	Decatur, GA	30032
Columbia HS	2106 Columbia Drive	Decatur, GA	30032
Columbia MS	3001 Columbia Drive	Decatur, GA	30034
Coralwood Education Facility	2477 Coralwood Dr.	Decatur, GA	30033
Cross Keys HS	1626 N Druid Hills Road NE	Atlanta, GA	30319
DeKalb Alternative School	5855 Memorial Drive	Stone Mtn, GA	30083

School Name	Address	City	Zip Code
DeKalb Early College Academy	1701 Mountain Industrial Blvd.	Stone Mtn, GA	30083
DeKalb ES of the Arts	3131 Old Rockbridge Rd.	Avondale Estates, GA	30002
DeKalb HS of Technology-South	3303 Panthersville Road	Decatur, GA	30034
Eagle Woods Academy/GNETS Facility	5931 Shadow Rock Drive	Lithonia, GA	30058
DeKalb Rockdale GNETS at Shadow Rock Facility	1040 Kingway Drive	Lithonia, GA	30058
DeKalb School of the Arts	1192 Clarendon Avenue	Avondale Estates, GA	30002
District Central Offices at AIC Facility	1701 Mountain Industrial Blvd	Stone Mtn, GA	30083
Doraville Administrative Facility	3932 Flowers Rd	Atlanta, GA	30338
Dresden ES	2449 Dresden Drive	Atlanta, GA	30341
Druid Hills HS	1798 Haygood Drive NE	Atlanta, GA	30307
Druid Hills MS	3100 Mount Olive Drive	Decatur, GA	30033
Dunaire ES	651 S Indian Creek Drive	Stone Mtn, GA	30083
Dunwoody ES	1923 Womack Rd	Dunwoody, GA	30338
Dunwoody HS	5035 Vermack Road	Atlanta, GA	30338
E. L. Miller ES	919 Martin Rd	Stone Mtn, GA	30088
Early Learning Academy (at Terry Mill Facility)	797 Fayetteville Road, SE	Atlanta, GA	30316
East Campus #1 Alternative Facility	5831 Memorial Drive	Stone Mtn, GA	30083
East Campus #2/Transportation Facility	5809 Memorial Drive	Stone Mtn, GA	30083
East Dekalb SpEd Campus	5831 Memorial Drive	Stone Mtn, GA	30083
East Dekalb SpEd Facilities	5831 Memorial Drive	Stone Mtn, GA	30083
East DeKalb State School Students	5831 Memorial Drive	Stone Mtn, GA	30083
Elizabeth Andrews HS	1701 Mountain Industrial Blvd	Stone Mtn, GA	30083
Environmental Studies Center Facility	2390 Wildcat Rd	Decatur, GA	30034
Evansdale ES	2914 Evans Woods Drive	Atlanta, GA	30340
Fairington ES	5505 Phillip Bradley Drive	Lithonia, GA	30038
Fernbank ES	157 Heaton Park Drive, NE	Atlanta, GA	30307
Fernbank Science Center	156 Heaton Park Drive, NE	Atlanta, GA	30307
Flat Rock ES	4603 Evans Mill Road	Lithonia, GA	30038
Flat Shoals ES	3226 Flat Shoals Road	Decatur, GA	30034
Freedom MS	505 South Hairston Road	Stone Mtn, GA	30088
Hallford, James R. Stadium Facility	3789 Memorial College Ave.	Clarkston, GA	30021
Hambrick ES	1101 Hambrick Road	Stone Mtn, GA	30083
Hawthorne ES	2535 Caladium Drive, NE	Atlanta, GA	30345
Henderson Mill ES	2408 Henderson Mill Road, NE	Atlanta, GA	30345
Henderson MS	2830 Henderson Mill Road	Atlanta, GA	30341
Hightower ES	4236 Tilly Mill Road	Atlanta, GA	30360
Huntley Hills ES	2112 Seaman Circle	Atlanta, GA	30341
Idlewood ES	1484 Idlewood Road	Tucker, GA	30084
Indian Creek ES	724 N Indian Creek Drive	Clarkston, GA	30021
International Intensive English Program	3318 Midway Road	Decatur, GA	30032
School Name	Address	City	Zip Code

Redan HS	5247 Redan Road	Stone Mtn, GA	30088
Redan MS	1775 Young Road	Lithonia, GA	30058
Robert Shaw Theme ES	385 Glendale Road	Scottdale, GA	30079
Rock Chapel ES	1130 Rock Chapel Road	Lithonia, GA	30058
Rockbridge ES	445 Halwick Way	Stone Mtn, GA	30083
Rowland ES	1317 S Indian Creek Drive	Stone Mtn, GA	30083
Sagamore Hills ES	1865 Alderbrook Road	Atlanta, GA	30345
Salem MS	5333 Salem Road	Lithonia, GA	30038
Sam A. Moss Service Facility	1780 Montreal Rd.	Tucker, GA	30084
Sequoyah MS	3456 Aztec Road	Atlanta, GA	30340
Shadow Rock ES	1040 Kingway Drive	Lithonia, GA	30058
Smoke Rise ES	1991 Silver Hill Road	Stone Mtn, GA	30087
Snapfinger ES	1365 Snapfinger Road	Decatur, GA	30032
Southwest DeKalb HS	2863 Kelley Chapel Road	Decatur, GA	30034
Special Education Pre-Testing Eligibility	5831 Memorial Drive	Stone Mtn, GA	30083
Stephenson HS	701 Stephenson Road	Stone Mtn, GA	30087
Stephenson MS	922 Stephenson Road	Stone Mtn, GA	30087
Stone Mill ES	4900 Sheila Lane	Stone Mtn, GA	30083
Stone Mountain ES	6720 James B. Rivers Dr	Stone Mtn, GA	30083
Stone Mountain HS	4555 Central Drive	Stone Mtn, GA	30083
Stone Mountain MS	4301 Sarr Parkway	Stone Mtn, GA	30083
Stoneview ES	2629 Huber Street	Lithonia, GA	30058
Toney ES	2701 Oakland Terrace	Decatur, GA	30032
Towers HS	3919 Brookcrest Circle	Decatur, GA	30032
Tucker HS	5036 Lavista Road	Tucker, GA	30084
Tucker MS	2160 Idlewood Road	Tucker, GA	30084
Vanderlyn ES	1877 Vanderlyn Drive	Atlanta, GA	30338
Wadsworth Magnet	3039 Santa Monica Drive	Decatur, GA	30032
Warren Technical School	3075 Alton Road	Atlanta, GA	30341
William "Buck" Godfrey Stadium Facility	2817 Clifton Springs Road	Decatur, GA	30079
William Bradley Bryant Center Facility	2652 Lawrenceville Hwy.	Decatur, GA	30033
Woodridge ES	4120 Cedar Ridge Trail	Stone Mtn, GA	30083
Woodward ES	3034 Curtis Drive, NE	Atlanta, GA	30319
Wynbrooke Theme ES	440 Wicksbury Way	Stone Mtn, GA	30087

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) _____ This RFP does not commit DCSD to any offeror to this RFP. DCSD is not liable for any costs incurred by an offeror in responding to this RFP. There is no guarantee of any offeror receiving an award or contract as a result of submitting a response to this RFP.
- 2) _____ Any news release or publicity pertaining to any phase of this RFP will be the responsibility of DCSD and must be cleared through DCSD's Department of Communications and Community Relations.
- 3) _____ It is the responsibility of offerors to make themselves aware of and to comply with any addenda, questions and answers posted to the DCSD website in relation to this RFP. All addenda must be printed, signed by the certifying official and included in the RFP submittals. Failure to do so will cause the offeror to be deemed non-responsive to the requirements of this RFP.
- 4) _____ Offerors to the RFP agree to fully indemnify DCSD as stated in the RFP, Part II, H, page 14.
- 5) _____ Offerors certify that they have not engaged in collusion and guarantee that their response is not made in conjunction with or on behalf of another party and that they have not been directly or indirectly induced or acted in any manner to result in restriction of trade or unfair advantage.
- 6) _____ The DCSD reserves the right to reject any and/or all responses submitted and to waive any technicalities or minor irregularities in responses received. DCSD reserves the right to award any resulting contract in the manner that is in the best interest of and most advantageous DCSD.
- 7) _____ Offeror understands that this solicitation requires Board of Education Approval.

Attachment 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."

Company Name Providing Reference

Address City/State/Zip

Name of Contact Person

Telephone Number of Contact Person

Email Address of Contact Person

Date/Duration of Service Relationship

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

Important! This is a vital part of your 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.

Offeror Company Name

Company Representative

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: _____ Date: _____
 (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) _____ (**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) _____ (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) _____ (Initial here) Offeror agrees to provide the DeKalb County School District with all affidavits of compliance as required by O.C.G.A. § 13-10-90 et seq. and Georgia Department of Labor Rules 300-10-1-.01, et seq within five (5) business days of receipt.

Signature

Date

EEV/Basic Pilot Program
User Identification Number

Date of Authorization

Firm Name: _____

Street/Mailing Address: _____

City, State, Zip Code: _____

Telephone Number: _____

Email Address: _____

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
_____ DAY OF _____, 20____

Notary Public
My Commission Expires: _____

DEKALB COUNTY SCHOOL DISTRICT
Offeror E-Verify Affidavit

By executing this affidavit, the undersigned Offeror verifies its compliance with **Immigration Reform and Control Act of 1986 (IRCA), Pub.L. 99-603**, stating affirmatively that the individual firm or corporation which is engaged in services on behalf of the **DeKalb County School District** has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established by federal law and regulation. Furthermore, the undersigned Offeror will continue to use the federal work authorization program throughout the contract period. Offeror hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification number: _____

Date of Authorization: _____

Name of Project: 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 _____, _____, 202__ in _____, _____
(city) (state)

Signature of Authorized Officer or Agent _____

Printed Name and Title of Authorized Agent: _____

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE _____ DAY OF _____, 20__.

Notary Public _____

My Commission Expires: _____

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

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

Federal Work Authorization User Identification number: _____

Date of Authorization: _____

Name of Subcontractor: _____

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 _____, _____, 202__ in _____, _____
(city) (state)

Signature of Authorized Officer or Agent _____

Printed Name and Title of Authorized Agent: _____

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE _____ DAY OF _____, 20__.

Notary Public _____

My Commission Expires: _____

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

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

Federal Work Authorization User Identification Number: _____

Date of Authorization: _____

Name of Subcontractor: _____

Name of Project: _____

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 _____, _____, 202__ in _____, _____
(city) (state)

Signature of Authorized Officer or Agent _____

Printed Name and Title of Authorized Agent: _____

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE _____ DAY OF _____, 20__.

Notary Public _____

My Commission Expires: _____

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

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

Federal Work Authorization User Identification Number: _____

Date of Authorization: _____

Name of Sub-subcontractor: _____

Name of Project: _____

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 ____, ____, 202__ in _____, _____ (city), _____ (state)

Signature of Authorized Officer or Agent _____

Printed Name and Title of Authorized Agent: _____

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE _____ DAY OF _____, 20__.

Notary Public _____

My Commission Expires: _____

ATTACHMENT H

SAMPLE SERVICE AGREEMENT

BETWEEN THE

DEKALB COUNTY SCHOOL DISTRICT

AND _____

Service Provider: _____
Project Name: _____
Address: _____

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 _____ (hereinafter the "Service Provider") whose physical address is _____. DCSD and Service Provider are referred to herein collectively as the "Parties" and individually as a "Party."

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

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

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

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

The Service Agreement consist of:

- a. This Service Agreement (Agreement for Services);
- b. Request for Proposal (RFP) No. 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 Signed by the Superintendent and dated _____ (**Exhibit C**); and
- e. Notice of Award dated _____ (**Exhibit D**).

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

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

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

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

ARTICLE 1

PARTIES TO THE SERVICE AGREEMENT

The DCSD's address and its contact person are:

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

Attention: _____

Phone: _____

Fax: _____

Email: _____

With a copy to:

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

Attention: Dr. Vasanne S. Tinsley, Interim Superintendent

The Service Provider's contact information is:

Company Name: _____

Address: _____

Contact Person: _____

Title: _____

Phone No. Office: _____

Email: _____

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

ARTICLE 2

DURATION OF AGREEMENT

2.1 **Agreement Term.** The term of this Service Agreement begins on the date executed by the last Party to execute below (hereinafter the "Effective Date"). The performance period for this Service Agreement is one (1) year from the Effective Date.

2.2 **Agreement Renewal.** In addition to the base period of one (1) year, there are four (4) one-year optional renewal terms (each a "Renewal Term") to be exercised at the sole discretion and approval of DCSD. Additionally, as required by O.C.G.A. § 20-2-506, this Service Agreement shall terminate absolutely and without further obligation on the

part of DCSD at the close of the calendar year in which it was executed and at the close of each succeeding calendar year for which it may be renewed, but shall be automatically renewed for each subsequent calendar year during the term unless DCSD terminates this Service Agreement, by providing Service Provider with thirty (30) days advance notice of termination prior to the end of the calendar year. Renewal will depend upon the best interests of the DCSD, funding, and Service Provider's performance subject to the other termination methods available to the DCSD herein.

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

FY 2024 \$ _____

ARTICLE 3

SCOPE OF SERVICES

3.1 DCSD does hereby retain Service Provider to furnish those services and to perform those tasks (collectively, the "Services") as further described in (i) the DCSD's Request for Proposal _____, to include all attachments and addenda, attached hereto as Exhibit "A" and incorporated herein by reference; and (ii) the Service Provider's final responsive thereto, attached hereto as Exhibit "B" and incorporated into this Agreement by this reference. A complete copy of the Scope of Work section of RFP #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 Program milestones or other key decision points. The Service Provider shall fully cooperate with the DCSD and, if applicable, the DCSD's representative or designee. Such cooperation shall include, without limitation, providing any requested information to the DCSD's representative and advising, meeting with, consulting with, and coordinating with the DCSD's representative.

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

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

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

ARTICLE 6

INVOICING AND AGREEMENT PRICE

6.1 **Invoices.** The Service Provider shall submit invoices, to DCSD, for services rendered pursuant to the attached Exhibit "A" and Exhibit "B." Invoices will be paid by DCSD within thirty (30) days after receipt of the invoice from the Service Provider. All invoices shall be submitted by Service Provider shall be submitted to: Ms. Carla Smith, Vendor Services Executive Director, 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. Price modification requests may only be made once annually and, if approved, will only become effective upon the next renewal of the Agreement. Any such proposed price escalation /de-escalation must be presented in writing with substantiating proof to DCSD, for approval, a minimum of ninety (90) days prior to taking effect at the next renewal of the Agreement.

ARTICLE 7

CANCELLATION OR TERMINATION BY DCSD

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

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

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

7.2.2 Immediately cease using and return to the DCSD, any personal property or materials, whether tangible or intangible, provided by the DCSD to the Service Provider

7.2.3 Cooperate in good faith with the DCSD and its employees, agents and contractors during the transition period between the notification of termination and the substitution of any replacement contractor(s); and

- 7.2.4 Immediately return to the DCSD any payments made by the DCSD for Services that were not delivered or rendered by the Service Provider.

ARTICLE 8

INDEPENDENT CONTRACTOR

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

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

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

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

ARTICLE 9**RESPONSIBILITY FOR SERVICES**

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

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

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

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

9.5 DCSD MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED.

ARTICLE 10**OWNERSHIP OF WORK PRODUCT**

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

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

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

ARTICLE 11**ACCOUNTING AND RECORDS**

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

ARTICLE 12**COMPLIANCE WITH LAWS**

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

ARTICLE 13**EQUAL EMPLOYMENT OPPORTUNITY**

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

ARTICLE 14**CONTINGENCY FEES**

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

ARTICLE 15**SUBCONTRACTORS**

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

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

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

ARTICLE 16

SUCCESSORS AND ASSIGNS

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

ARTICLE 17

INSURANCE

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

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

17.3 The insurance requirements of this Service Agreement are:

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

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

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

- (a) Certificates to contain policy number, policy limits, and policy expiration date of all policies issued in accordance with this Service Agreement;
- (b) Certificates to contain the project number, location of property, name of property and operations information to which the insurance applies;
- (c) Certificates are to be issued to:

DeKalb County School District
DeKalb County Board of Education
1701 Mountain Industrial Blvd.
Stone Mountain, GA 30083
Attention: Risk Management Department

- (d) Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least sixty (60) days prior written notice to the DCSD.
- (e) Service Provider shall be responsible and have the financial wherewithal to cover any deductibles or retentions included on the certificate of insurance.

ARTICLE 18

ILLEGAL IMMIGRATION REFORM AND ENFORCEMENT ACT OF 2011

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

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

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

ARTICLE 19

TERMINATION FOR CAUSE

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

ARTICLE 20

INDEMNIFICATION

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

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

ARTICLE 21**AGREEMENT ADMINISTRATION**

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

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

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

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

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

ARTICLE 22**PUBLIC RECORDS**

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

ARTICLE 23**FORCE MAJEURE**

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

ARTICLE 24**CAPTIONS**

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

ARTICLE 25

ENTIRE SERVICE AGREEMENT

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

ARTICLE 26

MISCELLANEOUS

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

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

e. 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.

f. 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.

g. 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, Purchasing Manager III, DeKalb County School District, 1701 Mountain Industrial Boulevard, Stone Mountain, Georgia, 30083.

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

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

DCSD:

SERVICE PROVIDER:

DEKALB COUNTY SCHOOL DISTRICT

By: _____
[Signature]

By: _____ [SEAL]
[Signature]

Dr. Vasanne S. Tinsley, Interim Superintendent

Print Name: _____

Title: _____

1701 Mountain Industrial Blvd
Stone Mountain, GA 30083

Address

[Date of Execution]

[Date of Execution]

EXHIBIT "A"

DeKalb County School District RFP No. 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

Signed by the Superintendent and dated _____

EXHIBIT "D"

Notice of Award Letter Dated _____

END OF EXHIBITS

Attachment I

RFP 24-556

DISTRTRICT 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.

Printed Name/Engaging Authorized
Company Official

Position/Title

Offeror's Company Name

Signature/Engaging Authorized
Company Official

E-mail address

Telephone Number

Date

END OF RFP