



1701 MOUNTAIN INDUSTRIAL BOULEVARD, STONE MOUNTAIN, GEORGIA 30083

<http://www.dekalb.k12.ga.us/solicitations>

REQUEST FOR PROPOSALS (RFP) 17-487

Disaster Recovery as a Service (DRaaS)

March 31, 2016

MANDATORY PRE-PROPOSAL CONFERENCE – 11:00AM, Tuesday, April 12, 2016

PROPOSAL SUBMISSION DEADLINE - 2:00 PM, Tuesday, May 10, 2016

PUBLIC PROPOSAL ACKNOWLEDGEMENT - 2:00 PM, Wednesday, May 11, 2016

PROPOSAL RESPONSES MUST BE RECEIVED IN THE **CENTRAL PURCHASING OFFICE:**

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

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

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

2:00 PM, Wednesday, May 11, 2016

DeKalb County School District
Finance Conference Room
1701 Mountain Industrial Blvd
Stone Mountain, Georgia 30083

RFP Contact Persons are:

Carla L. Smith at carla_l_smith@dekalbschoolsga.org and 678.676.0120
Phyllis D. Jones at phyllis_d_jones@dekalbschoolsga.org and 678.676.0285

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

COMPANY NAME _____

ADDRESS _____

AREA CODE, TELEPHONE NO., AND EXTENSION _____

OFFEROR FAX NUMBER _____

OFFEROR E-MAIL ADDRESS _____

PRINT CERTIFYING/ENGAGING COMPANY OFFICIAL'S NAME _____

SIGNATURE OF CERTIFYING/ENGAGING COMPANY OFFICIAL _____

TITLE OF CERTIFYING/ENGAGING COMPANY OFFICIAL _____

FEDERAL I.D. NUMBER _____

DATE _____

OFFEROR WEB ADDRESS _____

Time is of the essence. Specify your earliest _____ and latest _____ service commencement dates after receipt of award letter.

Approval by the DeKalb County Board of Education

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

Funding Provisions

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

Compliance With Requirements

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

___ Proposal is in complete compliance with proposal requirements.

___ Proposal deviates from stated requirements as follows:

Cancellation

Awards, contracts, and 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 by Owner will be effective three (3) business days after receipt of the written notice from the Owner to the Service Contractor.

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.

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.

COMPANY NAME/ CERTIFYING OFFICIAL SIGNATURE

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.

Inside Delivery Required

Equipment must be delivered, set in place, and functionality must be demonstrated to DCSD staff.

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.

Brand Name or Catalog Number

Any manufacturer name, trade name, brand name or catalogue number used in these specifications are for the purpose of describing and establishing general performance and quality levels. Such references are not intended to be restrictive or to eliminate competing articles of equal quality. Offerors are at liberty to quote on substitutions so long as the quality or performance of the proposed product meets or exceeds the quality of the specifications listed for any item.

No Obligation/No Award Guaranteed/Cost to Propose

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

Offeror must sign below acknowledging the above statement:

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

Conditional Proposals

Proposals that are conditional and/or in any way qualify or vary 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.

COMPANY NAME/ CERTIFYING OFFICIAL SIGNATURE

Georgia Open Records Act

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

No Assignment of Award

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

The Laws of the State of Georgia

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

Additional Terms

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

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

<http://www.dekalb.k12.ga.us/solicitations>

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

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

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

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

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

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

<http://www.dekalb.k12.ga.us/solicitations>

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

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

BIDS RECEIVED BY TELEGRAM, FACSIMILE, E-MAIL, OR TELEPHONE WILL NOT BE ACCEPTED.

COMPANY NAME/ CERTIFYING OFFICIAL SIGNATURE

NOTICE TO OFFERORS

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

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

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

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



1701 MOUNTAIN INDUSTRIAL BLVD, STONE MOUNTAIN, GEORGIA 30083
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REQUEST FOR PROPOSALS

RFP 17-487

DISASTER RECOVERY AS A SERVICE (DRaaS)

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PART I BACKGROUND AND INFORMATION

A. OBJECTIVES

The DeKalb County School District (DCSD) requests proposals from highly qualified, professional, experienced, capable and responsible firms experienced in disaster recovery, for a Disaster Recovery as a Service (DRaaS) solution and to, ultimately, implement the DRaaS solution proposed.

Awarded offeror shall furnish all necessary services, management, personnel, training, materials, equipment, uniforms, licenses, forms, printing, phones and vehicles for the performance of disaster recovery as a service (DRaaS).

Awarded offeror shall furnish and 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 Disaster Recovery as a Service (DRaaS) in accordance with the requirements of this RFP.

This RFP documents DCSD's Disaster Recovery objectives and expectations and their solution, support and pricing requirements.

The DCSD Data Center is located in the William Bradley Bryant Center for Technology in Decatur, GA which is one of the district's three Wide Area Network (WAN) core sites. Additional servers are located at the other two core sites as well as at fourteen school based sites.

As our data centers are in the Greater Atlanta Area it is critical that the chosen offerors hosting site is NOT located in any of the southeastern states.

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 second largest county in Georgia. DeKalb County is one of the most culturally diverse counties in the nation. DCSD has a student enrollment of approximately 99,000 students in pre-kindergarten through grade 12. With 136 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 14,000 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:

- 77 Elementary Schools
- 19 Middle Schools
- 24 High Schools
- 10 Start-up Charter Schools
- 5 Conversion Charter Schools
- 9 Specialized Learning Centers
- 4 Administrative Centers
- 5 Athletic Stadiums

Currently, DCSD has 103 Title I schools (101 Schoolwide and 2 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:

<http://www.dekalb.k12.ga.us/solicitations>

E. PROPOSAL DEADLINES

Proposals in response to this RFP must be received by the DCSD Purchasing Department at 1701 Mountain Industrial Boulevard, Stone Mountain, Georgia 30083, no later than **2:00 pm, Tuesday, May 10, 2016**. Proposals received after the stated deadline will not be considered.

Proposals will be acknowledged publicly on **Wednesday, May 11, 2016 at 2:00 pm**.

F. SCHEDULE OF EVENTS

1st Consecutive Ad in Legal Organ	Thursday – March 31, 2016
2nd Consecutive Ad in Legal Organ	Thursday – April 7, 2016, 2016
Mandatory Pre-Proposal Conference	Tuesday, April 12, 2016, 11:00 am
Deadline for Offerors to Submit Questions	Friday, April 22, 2016, 12:00 noon
Posted Responses to Questions*	Friday, April 29, 2016, 4:30 pm
RFP Submission Deadline	Tuesday, May 10, 2016, 2:00 pm
RFP Public Acknowledgment	Wednesday, May 11, 2016, 2:00 pm

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

G. FORMAT AND SUBMISSION OF PROPOSALS

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

- Proposals must be presented in a three-ring binder with tabs separating the required sections. All attachments must be identified properly for easy recognition and association.
Each page of the response must be numbered, and the offeror's company name must appear in the lower right-hand corner of each page.
- Each proposal must contain a detailed Table of Contents and must be organized in the same order as the requirements are outlined in this RFP document. Each separate bullet point must be addressed individually. A response that does not adhere to a "point-by-point" format may be disqualified.
- Responses shall be organized simply and economically. Emphasis must be placed on completeness and clarity. Proposals that do not include all required information may be disqualified.
- RFP responses must be submitted in a sealed container plainly addressed as shown below. Containers not properly labeled as shown below will not be opened or considered.

SEE REQUIRED CONTENT / DOCUMENT CHECK LIST – PAGE 31.

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

SEALED PROPOSAL IDENTIFICATION LABEL:

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

<p>(SEALED PROPOSAL RESPONSE) RFP Number: RFP 17-487 RFP Name: Disaster Recovery as a Service (DRaaS) RFP Due Date: May 10, 2016, 2:00 PM Company Name:</p> <p>_____</p> <p>Company Mailing Address:</p> <p>_____</p> <p>Contact Person Name:</p> <p>_____</p> <p>Contact Telephone No.: (____) _____</p>
--

SEALED PROPOSAL ADDRESS LABEL:

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

<p>(SEALED PROPOSAL RESPONSE) DeKalb County School District Purchasing Department 1701 Mountain Industrial Blvd Stone Mountain, GA 30083 ATTN: Carla L. Smith</p>

 COMPANY NAME/ CERTIFYING OFFICIAL SIGNATURE

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

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

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

Offerors are required to submit **one (1) original, one (1) electronic copy and five (5) copies of the proposal.** **Five (5)** duplicate copies are required to be submitted with the original in a sealed package. It is recommended that copies be made after the original is complete and fully executed (signed and initialed) by the offeror's authorized representative.

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

Submit all responses to:
Carla L. Smith, Purchasing Manager
Purchasing Department
DeKalb County School District
1701 Mountain Industrial Boulevard
Stone Mountain, Georgia 30083

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

H. MANDATORY PRE-PROPOSAL CONFERENCE

All prospective offerors are required to attend a **Mandatory** Pre-Proposal Conference. The mandatory pre-proposal conference will be held on Tuesday, April 12, 2016 at 11:00am, in AIC Training Room M201, 1701 Mountain Industrial Boulevard, Stone Mountain, GA 30083.

I. PROPOSAL CONTACT PERSONS

The assigned contact persons for offerors are Carla L. Smith, Purchasing Manager and Phyllis D. Jones, Buyer, for the Department of Purchasing.

Ms. Smith can be reached at 678.676.0279 or by email to carla_l_smith@dekalbschoolsga.org.

Ms. Jones can be reached at 678.676.0285 or by email to phyllis_d_jones@dekalbschoolsga.org.

J. PROHIBITED CONTACTS

Except with the consent of the proposal contact person, all offerors, including any persons affiliated with or in any way related to the offeror, are strictly prohibited from contacting DeKalb County Board of Education members and DCSD employees or consultants on any matter having to

do in any aspect with this RFP, other than as provided herein. Any and all contacts with such persons associated with DCSD shall be in writing, in appropriate circumstances or cases, as directed by the contact person.

Board Member Communication with Prospective Offerors

Offerors 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 an offeror violates this prohibition during this timeframe, consideration for the offeror for award shall be invalidated. Board members shall be notified of possible violations and actions taken.

K. QUESTIONS AND ANSWERS

It is intended that this RFP be adequate for any offeror to respond to DCSD's requirements. However, should offerors have questions all questions shall be submitted electronically to: **Carla L. Smith at solicitationquestions@dekalbschoolsga.org**. Questions submitted to any other mail box, voice mail or e-mail address will not be considered for response. The deadline to submit questions is **Friday, April 22, 2016 at Noon. Questions received after the deadline will not be considered.** All questions received by Noon, April 22, 2016 shall be answered in writing and both the questions and answers will be posted to the following website on or before **Friday, April 29, 2016 4:30 PM.**

<http://www.dekalb.k12.ga.us/solicitations>

PART II GENERAL REQUIREMENTS

A. OFFEROR PERFORMANCE

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

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

B. NEWS RELEASE

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

C. NON-DISCRIMINATION

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

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

D. DRUG-FREE WORKPLACE

By submission of a response to this 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.

COMPANY NAME/ CERTIFYING OFFICIAL SIGNATURE

G. INSURANCE

The DCSD Risk Manager sets insurance and indemnification requirements for each solicitation.

Certificate of Insurance / Accord Form is required with solicitation submittal. **Provision of Certificate of Insurance is a mandatory requirement.** Proposals submitted with certificates of insurance will be considered conditionally responsive to the insurance and indemnification requirement. Final award of this RFP will be contingent upon receipt within three (3) 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

COMPANY NAME/ CERTIFYING OFFICIAL SIGNATURE

- of Georgia.
- (b) Comprehensive General Liability Policy, or equivalent coverage, to include contractual liability. The Comprehensive General Liability Policy shall have dollar limits sufficient to insure that there is no gap in coverage between this policy and any excess or Commercial Umbrella Policy described below.
 - (c) Comprehensive Auto Policy to include but not be limited to liability coverage on any owned, non-owned and hired vehicle used by offeror or offeror's personnel in the performance of this agreement. The Comprehensive Automobile Policy shall have dollar limits sufficient to insure that there is no gap in coverage between this policy and the excess or Commercial Umbrella Policy required under this agreement.
 - (d) Commercial Umbrella or Excess Liability Policy, which must provide the same or broader coverage than those provided for in the above Comprehensive General Liability and Business Auto Policies. Policy limits for the Commercial Umbrella or Excess Liability Policy shall have an annual aggregate limit not less than \$2,000,000.
 - (e) Under all coverage and certificates required hereunder, policies shall or be endorsed to include the following terms and conditions:
 - (i) All policies and coverage shall be on an "occurrence" not "claims made" basis.
 - (ii) The foregoing policies shall contain a provision that coverage afforded under the policies will not be canceled, or not renewed, allowed to lapse for any reason until at least sixty (60) days prior written notice has been given to DCSD.
 - (iii) Shall waive all right of subrogation against Indemnitees (as defined in Part II, Section I of this RFP) for losses arising out of this agreement.
 - (iv) A severability of interest or cross liability clause or endorsement applies to commercial general liability and excess liability policies.
 - (v) Certificates of Insurance showing such coverage to be in force shall be filed with DCSD prior to commencement or continuation of any work under this agreement.
 - (vi) All such coverage shall remain in full force and effect during the term and any renewal or extension thereof.
 - (f) Under coverage and certificates required under Sections 2(b), (c), and (d) above, policies shall be endorsed to include the following terms and conditions:
 - (i) Minimum limits of \$1,000,000 per occurrence \$2,000,000 in the annual aggregate. Primary limits of coverage in the amount of \$1,000,000 per occurrence must be with insurers approved to conduct business in the State of Georgia. Excess or umbrella liability insurance may be placed with any insurer submitted by offeror, including captive or self-insured programs, with the prior written approval of DCSD.
 - (ii) Contractual liability coverage, specifically referencing this agreement and its Indemnity, applies to liability assumed by the named insured.
 - (iii) Shall include Indemnitees as additional insured.
 - (iv) Shall waive all right of subrogation against Indemnitees (as defined in Part II, Section I of this 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 I of this RFP).
 - (g) Offeror shall require any and all subofferors performing work under this agreement to

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

H. INDEMNIFICATION

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

I. *Illegal Immigration Reform and Enforcement Act of 2011*

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

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

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

The Immigration and Security Certification, the Bidder E-Verify Affidavit, the Contractor Affidavit, the Subcontractor Affidavit and the Sub-Subcontractor Affidavits are found on pages 48-53 of this solicitation document. The Immigration and Security Certification, the Bidder E-Verify Affidavit, the Contractor Affidavit, Subcontractor Affidavit and the Sub-Subcontractor Affidavit must be completed, notarized and submitted with your bid response.

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

_____ Please check here if the Illegal Immigration and Reform Act of 2011 **does not** apply to your solicitation, because it is one for items, commodities, or products. If this does not apply to any portion of the solicitation, then the bidder is not required to complete the Contractor Affidavit, the Subcontractor Affidavit and the Sub-Subcontractor Affidavit found on pages 51-53. **Please be advised that pages 48-51 must still be completed.**

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

J. INTERVIEWS

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

K. 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 price and other terms shall be signed by the parties. **Services will begin on or about July 1, 2016.** The initial contract duration shall be through June 30, 2017. The contract will contain **two (2) one-year extension options** contingent upon DCSD's offer of such extension, the successful offeror's acceptance and the approval of the DeKalb County Board of Education to extend the contract. This RFP 17-487 and the Offerors' submission will be attached to, and become a part of, the final contract documents. If they are not attached, then the Offeror, by submitting a proposal, agrees to the terms, requirements and conditions contained in this RFP 17-487. 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. 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. DCSD makes no commitment in or by virtue of this RFP 17-487, to purchase anything from any supplier. The receipt of any Offeror's proposal shall not place DCSD under any obligation to award the contract to the Offeror.

A sample contract is attached which includes some, but not all of the terms and conditions that the Offeror must affirm and comply. Refer to Attachment J, *Standard Form Agreement for Non-Capital Professional Services*, pages 54-72.

L. PERMITS AND APPLICABLE LAWS

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

M. INFRINGEMENT

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

N. OWNERSHIP RIGHTS

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

O. NON-COLLUSION

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

Offeror must sign below acknowledging the above statement.

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

P. CONFLICT OF INTEREST

Offerors shall disclose with their proposal the name of any officer, director, or agent who also is a DCSD employee or DeKalb County Board of Education member. Offerors shall also disclose the name of any DCSD employee 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. Offerors shall certify that their response to this

COMPANY NAME/ CERTIFYING OFFICIAL SIGNATURE

RFP is impartial, at arms-length, and free of any conflict of interest, unfair advantage, or personal benefit to any DCSD official.

Offeror must sign below acknowledging the above statement.

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

Q. FINANCIAL STABILITY

1. Offerors shall provide a copy of their company's audited financial statements for the previous two (2) years – 2013 and 2014. **Provision of financial statements is a mandatory requirement.**
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 – 2013 and 2014.
4. List all civil and criminal proceedings your company has been the subject of, or named a party in, and provide the outcome of those proceedings. This list should include any lawsuits, administrative actions or litigation to which your company is currently a party or has been a party. Please explain the basis for all claims, your response to those claims and state whether a settlement was reached or a judgment entered.
5. State whether your company, or any affiliate currently or previously associated with your company, has ever filed a petition in bankruptcy, taken any actions with respect to insolvency, reorganization, receivership, moratoriums or assignment for the benefit of creditors, or otherwise sought relief from creditors.
6. State whether your company was the subject of any order, judgment or decree not subsequently reversed, suspended or vacated by any court permanently enjoining your company from engaging in any type of business practice.

R. NO OBLIGATION/NO CONTRACT GUARANTEED

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

Offeror must sign below acknowledging the above statement.

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

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.

COMPANY NAME/ CERTIFYING OFFICIAL SIGNATURE

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

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. **Provision of copy of business license is a mandatory requirement.**

PART III

SCOPE OF WORK

A. PURPOSE / PROJECT OVERVIEW

The DeKalb County School District (DCSD) requests proposals from highly qualified, professional, experienced, capable and responsible firms experienced in disaster recovery, for a Disaster Recovery as a Service (DRaaS) solution and to, ultimately, implement the DRaaS solution proposed.

Awarded offeror shall furnish all necessary services, management, personnel, training, materials, equipment, uniforms, licenses, forms, printing, phones and vehicles for the performance of disaster recovery as a service (DRaaS).

Awarded offeror shall furnish and 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 Disaster Recovery as a Service (DRaaS) in accordance with the requirements of this RFP.

This RFP documents DCSD's Disaster Recovery objectives and expectations and their solution, support and pricing requirements.

The DCSD Data Center is located in the William Bradley Bryant Center for Technology in Decatur, GA which is one of the district's three Wide Area Network (WAN) core sites. Additional servers are located at the other two core sites as well as at fourteen school based sites.

As our data centers are in the Greater Atlanta Area it is critical that the chosen offerors hosting site is NOT located in any of the southeastern states.

B. SCOPE

The scope of this proposal is to encompass a DRaaS environment that includes:

- DCSD access, as needed, to the DRaaS site (This would be used for facility inspection and audit requirements)
- Data storage and replication
- DCSD's ability to remotely configure and monitor assigned environments
- The requisite tools and support required to configure and monitor the environment. NOTE: DCSD is a VMWare shop and will be looking for DRaaS models that utilize the VMWare toolset. Offerors that utilize a different toolset are encouraged submit RFP responses so we can weigh those options.
- Pricing models and detail that show basic charges for connectivity, tools, storage, processing, etc.

This RFP makes no attempt to dictate what the offeror infrastructure configuration should be to meet DCSD requirements. The expectation is that the responding offerors will propose adequate solutions and options to DCSD and the awarded offeror will include a discovery phase in their project plan to determine suitable configurations at the hosted site.

C. MINIMUM REQUIREMENTS

This section documents DCSD's minimum requirements and expectations for a DRaaS solution.

Offeror is requested to consider and provide detailed responses to all questions, requirements and statements. In addition, offerors shall complete the Security Questionnaire in Attachment C (pages 36-41) and return with your response.

C.1 Considerations

The information below should assist with the sizing and structure of services for the RFP response. Refer to Section D, Existing Data Center / Discovery, below, for an overview of DCSD's current data center environment.

1. DCSD utilizes VMWare for virtualization and wishes to find a DRaaS service that utilizes this tool set [Non VMware offerors are welcome and encouraged to bid]
2. The offeror shall clearly document how their DRaaS solution functions
3. The offeror shall clearly document how data is replicated to the DRaaS service
4. The offeror shall clearly document the type of connectivity offered as part of their solution
5. The offeror shall clearly document how additional connectivity/bandwidth usage is managed/ handled when DCSD needs to utilize the DRaaS solution
6. The offeror shall clearly document how their own Disaster Recovery procedures and solution operates and what, if any, are the potential impacts to DCSD's DRaaS service
7. Offeror shall document all service tiers, along with associated Recovery Time Objective (RTO) and Recovery Point Objective (RPO) targets, tier pricing and daily resource usage charges.
8. Offeror must prove scalability of their services and that they can support any changing and growing needs DCSD may have. Confirmation and documentation shall be included in the offeror's response.
9. Offeror shall be forthright about the size of their existing production customer base and the number of actual declarations that the offeror has supported over the past year.

C.2 Meeting Requirements and Minimum Expectations

The RFP response must address all of DCSD's requirements and expectations documented in this section. Please provide quantifiable details of your proposed solution along with any associated processes, procedures and protocols. Copies of these documents should be provided if available.

If a requirement cannot be met please indicate the performance level offered or an alternative option.

The solutions proposed will be evaluated across all responding offerors and will be subject to scoring.

C.3. Support / Procedures

- a. Offeror's proposal shall allow for support of no less than four DR tests per year at the discretion of DCSD (please provide supporting processes and procedures). DCSD would expect that testing should last no longer than 12 hours.
- b. Offeror shall describe the timing and processes in place that provide sufficient time to make infrastructure resources available to spin up the necessary DR environment. NOTE: It is not expected that the offeror will have a full reserved/dedicated minimum infrastructure on standby.
- c. Offeror must express their own DR procedures and capabilities in the event the offerors hosting/data center site encounters a disaster. This shall include mitigating measures for network, power, cooling, etc.
- d. Offeror shall describe the procedures for DCSD to unilaterally execute fail over into the DRaaS location.
- e. Offeror shall provide details if they are not solely responsible for elements of the solution including procurement, configuration, management, operation, monitoring, maintenance and alerting of all hosting systems.
- f. Offeror shall describe access requests and procedures, tools and applications that are required so DCSD resources can configure application and data changes using either the offeror's service portal or a request ticket.
- g. Offeror shall provide a single point of contact for all incident, problem issues on a 7/24/365 basis.
- h. Offeror shall be solely responsible for managing any incident, problem and changes that occur to the DRaaS infrastructure.
- i. Offeror shall provide the process for how requests, approval and validation processes are communicated and managed.
- j. Offeror shall provide details on the offeror's role in managing operations failback from the cloud data center back to DCSD's production data center.
- k. Offeror shall provide details on how relevant infrastructure and/or tool set changes will be communicated to DCSD (sufficient time for DCSD to review and to provide input needs to be made available prior to implementation).

- l. Offeror shall provide the processes and management for notification of both scheduled and emergency maintenance and/or down time to DCSD.
 - DCSD will expect adequate time to assess potential impacts and implement mitigating measures in the event of an emergency during an offeror outage.
- m. Offeror shall detail the fault tolerance, monitoring, alerting and notification processes for any hardware and power solutions that may affect DCSD (e.g., UPS, battery and server clustering). Detail how DCSD can access said monitoring.
- n. Offeror's proposal shall express the time limit (if any) for DCSD to use the provided infrastructure once a disaster is declared; as well the incremental costs for recurring use
- o. Offeror shall provide details on the extent which the offeror trains the customer's support staff in the use and management of the service.
- p. Offeror shall provide details of all financial institution/government regulations they must adhere to such as SOX, GLBA, FFIEC. DCSD is required to adhere to FERPA and HIPAA regulations.

C.4 Security (Refer to Security Questionnaire, Attachment C (pages 36-41))

- a. Offeror shall describe the provisions made for secure transfer of data from DCSD's primary site to the DRaaS site (with any associated costs/schedules)
- b. Offeror shall describe the offeror's policy with regard to data breach notification and follow-on mitigation.

C.5 Storage

- a. Offeror shall detail tiered pricing and availability for data storage solution between DCSD's primary site and the DRaaS location with intermittent write access and transaction logging
- b. Offeror shall describe how the offeror solution will make sufficient storage continually available for incremental data replication from the primary site to the DR site; including the offeror's storage backup (DR) strategy

C.6 Network

- a. Offeror shall describe how circuits between sites are fail safe and of sufficient bandwidth to handle 100% of DCSD peak demand.
- b. Circuits into and out of the offeror location should support DCSD's existing environment and be described in detail (type, bandwidth, etc.) Include; how they are managed, monitored and how alerts are communicated to DCSD when appropriate.

- c. Offeror shall describe circuit scalability should DCSD needs grow.
- d. Offeror shall describe how the offeror solution will allow for DCSD to unilaterally deploy configuration changes once the DRaaS infrastructure has been provisioned
- e. Provide details of the availability schema for DCSD to have network access assurance - the offeror solution should provide continuous availability of the network and DR site at all times

C.7 Infrastructure

- a. Offeror shall provide a complete description of the proposed infrastructure including; quantities, configuration and models of equipment, applications, types of data storage, memory, CPU/servers, network, storage used to support the DRaaS solution.
- b. Offeror shall provide a sufficient infrastructure environment that will allow DCSD to build a suitable DR environment to support business processes
- c. Offeror shall describe their excess infrastructure capacity in the event all clients of the offeror execute simultaneously and put 100% demand on the offeror's infrastructure
- d. Offeror shall provide details of expected performance and any degradation DCSD would experience should the offerors customers stress their environment to 100% of server capacity, storage capacity, and/or network capacity

C.8 Tools/Applications

- a. Offeror shall provide details of any hardware/software tools required by DCSD to fully integrate to the offeror's hosting environment including; name, version, quantity, pricing.
- b. Offeror shall provide details of any offeror application or toolsets required to allow DCSD access to the DRaaS site to configure the servers, applications, memory and networks. Include versions/configuration details and associated costs. Also, the proposal must state if the they will be provided by the offeror or if DCSD must furnish and install.
- c. Provide details of the virtual environment deployed and the tools/applications used.
- d. Describe the options for conversion or accommodating DCSDs tools if the offeror does not utilize DCSD's VMware tools

D. EXISTING DATA CENTER / DISCOVERY

D.1 Data Center Overview

Below is a summary of the current data center environment. This information is provided to allow responding offerors the ability to price accordingly and understand the size and scope of the DCSD production Data Center and satellite sites.

The Primary data center environment is comprised of VMware & NetApp infrastructure with adequate storage for production data.

Data Center Environment	Notes
NETWORK	
Two ISPs, with circuits coming in at WBBC Data Center and AIC Core Site Cogent 10Gb circuit terminates at AIC Two 6.5Gb circuits to PeachNet terminate at WBBC 40Gb between Core Sites	Routing between circuits is BGP, with Cogent preferred
Cogent Circuit is DCSD owned fiber direct to 56 Marietta PeachNet Circuits are AT&T fiber with OSPF routing to PeachNet.	Utilization on all circuits is less than 25% at this time. Lightspeed appliance may be capping available bandwidth.
CPU/SERVERS	
3 Physical Domain Controllers	
1 Commvault backup server	
57 Physical ESX hosts Core Locations (9) (each has two 8 core CPUs) Head End Locations(48) (each has single 6 core CPU's)	3 ESX hosts per each site
335 Virtual servers in production	Core Site resource utilization Average CPU/Memory – 26%/57% Head End Site resource utilization Average CPU/Memory – 26%/57%
5 Physical SQL servers	
1 IBM Power7 Model 8205 (OS400 V7R1) Native Applications: <ul style="list-style-type: none"> • CrossPointe/GUI • DB2 for i (RDBMS) 	Partition 1 2 Processors (35% Typ), 36 GB RAM, 5674 GB Storage (78%) Partition 2 1 Processor (30% Typ), 16 GB RAM, 2837 GB Storage (79%) Partition 3 1 Processor (20% Typ), 10 GB RAM, 18159 GB Storage (68%)
Approximately 450 total servers in production	
STORAGE	

Approximately 175 TB usable storage (virtual storage) Approximately 150 TB (Commvault Backup) Approximately 25 TB (NetApp) Approximately 25TB (SQL, Local Storage, etc.)	Growth rate approximately 5% per year
MEMORY	
2,160 GB pre-allocated RAM	Reservation of RAM for the virtual servers is not uniform
Each physical server has 16 – 128 GB of 1866MHz RAM	
Hosts RAM utilization - 62%	

D.2 Data Center Discovery

It is expected that the awarded offeror along with DCSD will do a complete discovery of the DCSD Data Center and satellite sites. Discovery shall include but not be limited to:

- Application Process Analysis
- Logical Data Connections Analysis
- Data Center Configuration Analysis
- Data Network Analysis
- Data Storage and Replication Analysis

E. SERVICE LEVEL AGREEMENTS (SLA)

Offeror shall include their standard Service Levels Agreement (SLA) as part of this proposal and describe how it will be measured and reported with an example. Final SLA's will be determined as part of contract negotiations. Offeror shall detail customer compensation for unmet SLAs in Attachment A, Cost Table (page 33).

F. COST TABLE (Attachment A, page 33)

Expectations for pricing and contract options are outlined below. Offeror shall explain the following in detail and shall summarize all items in Attachment A, Cost Table, (page 33):

1. If applicable, clearly document contract termination options and charges.
2. Complete "packaged" pricing for infrastructure provisioning and services in the event DCSD declares a disaster, must be described and outlined in detail. Include costs to DCSD to completely configure and operate the in DRaaS environment. Pricing shall be provided as "per DR event" and include 100% of costs
3. Storage costs must be clearly outlined and stated.

4. Standard DRaaS pricing for base services must be clearly documented, along with the costs associated with spinning up servers (the Pay-as-You-Go or Pay-as-You-Use model)
5. Provide tiered pricing for the various services offered in a DRaaS model where available
6. Separate pricing for DR testing on a “per test” basis should also be provided
7. Complete network access and use pricing shall be detailed in Attachment A, Cost Table, including any and all costs associated with variable bandwidth (burst) usage with minimum/maximum bandwidth pricing tiers
8. Operational pricing shall be expressed as baseline minimums with incremental tiered cost for increased consumption of infrastructure to accommodate growth.

G. COMPANY PROFILE

Offeror's 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 the company's legal entity form, company's organizational structure/chart, principals' names and titles, company size in relation to the industry, number of employees, company history, financial position, and all relevant current and past experience on similar projects focusing on the company's overall experience as a managed print service provider.

All offerors shall include the following information in their proposal response:

1. A brief outline of the offeror's company and services offered, including but not limited to:
 - Full legal name of the company
 - Year business was established
 - Number of people currently employed
 - A description of geographic reach and market penetration
 - An outline of partnerships and relationships to date
2. Information on current clients, including but not limited to:
 - Total number of current clients and industries served
 - A list of clients with DRaaS
 - Evidence of at least five (5) years' experience providing successful DRaaS hosted solutions for medium to large corporations or government agencies
3. Key Staff Resumes & Biographies

Offerors are requested to supply additional information related to the qualifications and experience of persons who will be available to provide services for the DRaaS design, implementation and operation for DCSD. This may include, but is not limited to; resumes, documentation of accreditation, and/or

letters of reference. Include only executive/management staff, and any staff or sub-contractors that will be assigned to manage the DRaaS environment for DCSD.

Any personal information requested from offeror shall only be used to consider the qualification of individuals performing DRaaS services for DCSD, and to confirm that the expectations for performance are consistent with these qualifications.

It is the responsibility of each offeror to obtain the consent of such individuals or contracted firm(s) prior to providing their information. DCSD will consider that the appropriate consents have been obtained for the disclosure to and use of the information for the purposes described.

DCSD reserve the right to perform background checks on all persons servicing the DCSD account.

H. REFERENCES

Offeror must provide the names and contact phone numbers of at least five (5) client. A minimum of two (2) references must be from educational institutions of a similar size or larger than DCSD, for whom the Offeror is providing or has provided Disaster Recovery as a Service (DRaaS). In addition, if possible, the Offeror shall provide a list of all school districts in the State of Georgia for whom the Offeror has supplied Disaster Recovery as a Service (DRaaS), within the past five (5) years. Refer to Attachment F – Offeror’s Reference Form, page 45. **References will be contacted.**

I. 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.

J. 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.**”

K. EVALUATION CRITERIA

DCSD advertises this RFP as an opportunity for interested and qualified companies specializing in Disaster Recovery as a Service (DRaaS) to submit responses consistent with the scope of work stated herein. Offerors to this RFP are encouraged to submit their most comprehensive, innovative, and creative proposals for Disaster Recovery as a Service (DRaaS) for DCSD.

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

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

The determination of the successful proposal will be based upon information supplied by the offeror in the RFP response and upon other information that will be obtained by DCSD as it deems necessary. The lowest-cost proposal submitted may not necessarily be determined to be the most responsive and responsible proposal when all factors have been considered. However, price is an important factor in the determination of the selected proposal.

L. TRANSITION PLAN

a. 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.

b. Transition and Continuity of Service upon Expiration of Contract

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

- Exercise best efforts and cooperation for an orderly and efficient transition to another Disaster Recovery as a Service (DRaaS) 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 Disaster Recovery as a Service (DRaaS) 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.

M. REQUIRED CONTENT / DOCUMENT CHECKLIST

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

Refer to Part I, Section G, Page 10, for additional information on the format and submission of proposals. Offerors are required to submit one (1) original and ten (10) copies 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 17-487, Disaster Recovery as a Service (DRaaS) MUST BE the first document in the submission); this document consists of 75 Pages and is located at <http://www.dekalb.k12.ga.us/solicitations>

Table of Contents for your submission

- Addenda – Each individual Addendum must be printed, signed and inserted immediately following the Table of Contents (pages 7-8) **(Mandatory Requirement)**
- Certificate of Insurance (page 15) **(Mandatory Requirement)**
- Offeror's Client References (References, page 30, and Attachment F, page 45) **(Mandatory Requirement)**
- Audited Company Financial Statements and Company Annual Reports for 2013 and 2014 (page 20) **(Mandatory Requirement)**
- Business License (page 21) **(Mandatory Requirement)**
- Attachment A – Cost Table (page 33)
- Attachment B – Mandatory Service and Support Requirements (pages 34-35)
- Attachment C – Security Audit Questionnaire (pages 36-41)
- Attachment D – Offeror Disclosure Form and Questionnaire (pages 42-43)
- Attachment E – Critical Paragraphs (page 44)
- Attachment F – Offeror's Client Reference Form (page 45) **(Mandatory Requirement)**
- Attachment G - Statement of Confidentiality and Non-Disclosure (page 46) **(Mandatory Requirement)**
- Attachment H – Suspension and Debarment Certification (page 47) **(Mandatory Requirement)**
- Attachment I – Immigration & Security Certification (pages 48-53) **(Mandatory Requirement)**
- Attachment J – Standard Form Agreement for Non-Capital Professional Services (pages 54-72)
- Attachment K – Signature Page (page 73) **(Mandatory Requirement)**
- Company Profile (page 29)
- Brochures, Catalogs, Manuals, Websites, Literature, DVDs and other marketing media (page 30)
- Project Scope of Work (pages 22-29)
- Added Value (page 30)
- Remember: Offerors are required to submit one (1) original, one (1) electronic and five (5) copies of the proposal all in three-ring binders with tabs separating the required sections. **(Mandatory Requirement)**

ATTACHMENT A

RFP 17-487

Disaster Recovery as a Service (DRaaS)

The Offeror must provide a Cost Table that includes the following items and all items outlined in Part III, Scope of Work.

Offerors must be willing to honor this cost proposal and additional components cost for up to 60 months after Board approval and acceptance of the RFP.

COST TABLE

Item	Description	Price
G.3	Complete “packaged” Pricing (Describe Details Here)	
G.4	Storage Pricing (Describe levels/options here)	
G.5	Standard DRaaS Base Services Pricing (Describe Details Here)	
G.6	Tiered Pricing Options (Describe levels/options here)	
G.7	DR Testing Pricing (if applicable)	
G.8	Network Access Pricing (Describe levels/options here)	
G.9	Operational Pricing (Describe levels/options here)	

ATTACHMENT B

RFP 17-487

Disaster Recovery as a Service (DRaaS)

Mandatory Service and Support Requirements

The following services and support requirements are mandatory:

- Ordering and Billing
- Support Personnel
- Service

The following charts explain the minimum mandatory ordering and installation, support personnel and warranty service requirements. By signing your initials in the “Yes” box, offeror is agreeing to provide the services listed in that particular box.

Blanks will be considered as “No” responses. Use additional pages where detailed responses are required. Please reference the appropriate item number on any additional pages. Attach and label “Service and Support Requirements”.

ORDERING AND BILLING REQUIREMENTS		YES	NO
1	The offeror will prepare individual quotes for projects as required by DCSD to facilitate budgeting and purchasing requirements of DCSD.		
2	All purchase orders will be issued to the awarded offeror. No third party purchase orders will be issued.		
3	The offeror will send invoices to the DCSD purchase order “Ship To” address as well as the “Bill To” department. All invoices must include the DCSD item description and DCSD purchase order number. Invoices must be submitted without any shipping costs, taxes or late fees.		
SUPPORT PERSONNEL REQUIREMENTS		YES	NO
1	The offer will provide experienced personnel to perform all services. DCSD reserves the right to reject any personnel from working on specified projects.		
2	The offeror’s personnel working in DCSD facilities must be bonded and insured by the offeror.		
3	DCSD requires a local Project Manager as the single point of contact from the awarded offeror to meet face to face with DCSD weekly or as		

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	needed. It is unacceptable for the offer to attend meetings via teleconference. The primary function of the Project Manager will be to ensure all deliverables are met. Include Project Manager credentials with the proposal. Attach and label Project Management Outline.		
4	The offeror will assign a dedicated billing liaison capable of resolving billing issues in a timely manner. This person will be the offeror's primary point of contact for billing matters.		
	SERVICE REQUIREMENTS	YES	NO
1	The offeror must be able to integrate with the DCSD Call Management System (BMC Footprints).		
2	Offeror will provide a single point of contact for all incident, problem issues 7/24/365.		
3	Offeror will provide 4 tests per year at no additional cost to DCSD.		

ATTACHMENT C

RFP 17-487

Disaster Recovery as a Service (DRaaS)

Security Audit Questionnaire

Item No.	SECURITY AUDIT QUESTIONNAIRE	Comply (Yes)	Do Not Comply (No)	Other (explain in remarks)	Remarks/Comments
PS	Personnel Security/Auditing				
PS-1	Do you provide background/credit/education/drug screening of employees involved in the delivery of your service?				
PS-2	Do your personnel sign non-disclosure and confidentiality agreements?				
PS-3	Does an internal security awareness policy exist for employees?				
PS-4	Does the information security program include a policy on:				
PS-4a	<ul style="list-style-type: none"> • Data encryption 				
PS-4b	<ul style="list-style-type: none"> • Data handling (secure use, storage, and destruction of sensitive data) 				
PS-4c	<ul style="list-style-type: none"> • Data classification 				
PS-4d	<ul style="list-style-type: none"> • Physical access 				
PS-4e	<ul style="list-style-type: none"> • Electronic access 				
PS-4f	<ul style="list-style-type: none"> • Data retention 				
PS-4g	<ul style="list-style-type: none"> • Security configuration standards for networks and operating systems 				
PS-4h	<ul style="list-style-type: none"> • Security patching 				
PS-4i	<ul style="list-style-type: none"> • Vulnerability management 				
PS-4j	<ul style="list-style-type: none"> • Prevention of computer viruses 				
PS-4k	<ul style="list-style-type: none"> • Alternate site plan 				
PS-4l	<ul style="list-style-type: none"> • Disaster recovery plan 				

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Item No.	SECURITY AUDIT QUESTIONNAIRE	Comply (Yes)	Do Not Comply (No)	Other (explain in remarks)	Remarks/Comments
PS-5	How are employees kept abreast of changes to the security policy?				
PS-6	Are employees aware of the process for reporting security incidents?				
PS-7	Is there an internal audit group responsible for reviewing the information security environment?				
PS-8	Do contracts with your offerors require a minimum level of security from the offeror?				
PS-9	When an employee leaves the company, are access privileges immediately revoked?				
PS-10	Are visitors required to sign-in, be issued an identification badge, and be escorted while on the premises?				
PS-11	Are access logs for the facility maintained for 30 days? Are the logs accessible by Customer's?				
PS-12	Does the company have policies on removable media in the data center?				
PS-13	Do third parties have physical access to data center space where your cloud infrastructure is located?				
PS-14	Are the facilities premises separated into different control areas such as data center floor, loading/delivery areas and others?				
PS-15	What are the hours of operation of the security facilities at the data center?				
PS-16	Is there CCTV monitoring the data center floor?				
PS-17	Are loading dock or delivery areas monitored by CCTV?				
PS-18	What is the retention policy on CCTV feeds?				
PS-19	How is the cage space for your cloud environment separated from other data center DCSDs? (only applicable if your offering include CoLo and DRaaS)				
PS-20	Describe the fire suppression solution used in the data center.				

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Item No.	SECURITY AUDIT QUESTIONNAIRE	Comply (Yes)	Do Not Comply (No)	Other (explain in remarks)	Remarks/Comments
PS-21	Are temperature and humidity controls in the data center restricted to authorized personnel only and separated from the rest of the facility?				
PS-22	Are there procedures in place to control the removal of property from the facility?				
PS-23	Is there a holding area for deliveries at the data center where internal doors can be secured while external doors are open?				
PS-24	How are power and communications cables physically separate?				
PS-25	Are there locked/alarmed conduit boxes?				
PS-26	Are inventory records maintained of all hardware?				
PS-27	Do you sweep for unauthorized devices attached to cables?				
PS-28	Does the facility include the following physical security elements?				
PS-28a	<ul style="list-style-type: none"> • Electronic access control 				
PS-28b	<ul style="list-style-type: none"> • CCTV monitoring 				
PS-28c	<ul style="list-style-type: none"> • Alarm systems, windows, doors, server areas, etc. 				
PS-28d	<ul style="list-style-type: none"> • On-site security guards 				
PS-28e	<ul style="list-style-type: none"> • Building specifications 				
PS-28f	<ul style="list-style-type: none"> • Identity badge procedures 				
PS-28g	<ul style="list-style-type: none"> • Logging of site access 				
PS-28h	<ul style="list-style-type: none"> • Power and network redundancy 				
PS-28i	<ul style="list-style-type: none"> • Power surge protection 				
PS-28j	<ul style="list-style-type: none"> • Fire suppression systems 				
PS-28k	<ul style="list-style-type: none"> • Heating/air conditioning 				
LS	Logical Security/Auditing				
LS-1	Please provide a copy of your information security policy.				

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Item No.	SECURITY AUDIT QUESTIONNAIRE	Comply (Yes)	Do Not Comply (No)	Other (explain in remarks)	Remarks/Comments
LS-2	Does a separation of duties exist between individuals who authorize access, personnel who enable access, and personnel who verify access to your infrastructure?				
LS-3	Are all critical system clocks and times synchronized, and do logs include a date and time stamp?				
LS-4	Is it standard for you to have the development/test systems segregated from the production systems to ensure segmented access control between diverse environments?				
LS-5	Do access control logs contain successful/unsuccessful login attempts and access to audit logs?				
LS-6	Do audit trails include a record of individual or process identity, date, time, function performed and the resource(s) accessed?				
LS-7	Does a formal log review process exist?				
LS-8	Are system logs unalterable (e.g. use write-once technology or equivalent protection)?				
LS-9	Are all activities on the networking infrastructure performed by personnel with unique logins and are logged?				
LS-10	Do you provide two-factor authentication?				
LS-11	Are installation and offeror-default passwords provided with new hardware, system software, etc. reset before they go into production?				
LS-12	Do administrators and remote users have individually assigned user identities and passwords?				
LS-13	Do systems notify users of their last successful login to their account?				
LS-14	Are all activities on the virtualization layer performed by personnel with unique logins and are logged?				
LS-15	Are access scripts with embedded passwords prohibited?				
LS-16	Are system administrators the only people who have administrative privileges?				
LS-17	Are your support representatives able to access DCSD data?				
LS-18	Is an automatic computer screen locking facility enabled for system administrators? This would lock the screen when the computer is left unattended for a certain period.				

Item No.	SECURITY AUDIT QUESTIONNAIRE	Comply (Yes)	Do Not Comply (No)	Other (explain in remarks)	Remarks/Comments
LS-19	What type of operating system hardening does your company have experience in?				
LS-20	Do you periodically check your network to ensure that no unauthorized equipment has been attached to it?				
LS-21	Does the company have the appropriate controls in place to cooperate with investigations by law enforcement officials? Do collection of evidence policies and procedures exist?				
LS-22	Do you have access to the DCSD's VM OS admin passwords?				
LS-23	Does your underlying portal management systems ensure that DCSDs cannot access networks and systems owned by other DCSDs, and does it present no ability to bypass the management interface to the underlying infrastructure?				
MR	Monitoring/Request Management				
MR-1	What controls does your company have in place to monitor the cloud infrastructure capacity?				
MR-2	Do your clients have access to a monitoring portal?				
MR-3	Is there an option to receive alerts directly from your monitoring solution?				
MR-4	Do you have the ability to monitor logs for specific event codes or error codes?				
MR-5	What process would we follow to request support assistance?				
MR-6	Can your ticketing system integrate with ours? (BMC Footprints)				
MR-7	Do you provide trending reports on capacity and performance?				
DR	Data backup/business continuity/disaster recovery				
DR-1	Does your company have a formal written business continuity policy?				
DR-2	Is the distance between the backup recovery facility and the primary location adequate to ensure that one incident does not affect both facilities?				
DR-3	Does the recovery location use different power and telecommunications grids from those used by the primary site?				
DR-4	Do you have insurance coverage for business interruptions or general service interruptions, regardless of the reason?				
DR-5	Does your company carry cyber-insurance? Does this cover identity theft, cyber-extortion, cyber-terrorism, information asset network security and network business interruptions?				
DR-6	Is there a communication plan in place for notifying DCSDs that a major event has occurred and could potentially impact service delivery?				

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Item No.	SECURITY AUDIT QUESTIONNAIRE	Comply (Yes)	Do Not Comply (No)	Other (explain in remarks)	Remarks/Comments
DR-7	Do you have established recovery time objectives in the event of a disaster?				
DR-8	What is the retention scheme for standard server backups?				
DR-9	Do you have an auto or self- provisioned backup solution for your public cloud? If so please describe the features it offers based on previous questions asked about backups.				
DR-10	Would the recovery location use different power and telco grids from those at the primary site?				
VI	Vulnerability/intrusion detection				
VI-1	Please describe your general network security and intrusion detection system/intrusion protection system (IDS/IPS)?				
VI-2	How does your company prevent Denial of Service (DoS) and Distributed Denial of Service (DDoS) attacks?				
VI-3	Are third party vulnerability assessments conducted?				
VI-4	Are penetration tests conducted?				
VI-5	Describe your incident response procedures.				
VI-6	Are tools in place to monitor and manage file integrity?				
VI-7	Is vulnerability assessment management in place?				
	Compliance/Certifications				
CC-1	Does the company comply with existing US Department of Commerce Safe Harbor registrations and certifications and EU Data Privacy regulations?				
CC-2	Does your company comply with FERPA?				
CC-3	Does your company comply with HIPAA?				
CC-4	Does your company comply with additional data privacy and security standards? Please indicate which ones.				
CC-5	Are your facilities and/or environments PCI certified?				
CC-4	When was the most recent SSAE 16 review performed?				

ATTACHMENT D

RFP 17-487

Disaster Recovery as a Service (DRaaS)

Offeror Disclosure Form and Questionnaire

Offerors shall fully answer all questions below. Questionnaire shall be submitted with proposal and shall be included as a part of the proposal.

For the purposes of this questionnaire:

“Offeror” means, each offeror and its constituent members, firms, partners, joint venturers and first tier subconsultants.

“Affiliate” means any legal entity that directly or indirectly through one or more intermediate legal entities, controls, or is controlled by or is under common control with the Offeror or a member of Offeror.

“Control” means that the controlling entity: (i) possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of the controlled entity, whether through the ownership of voting securities or by contract or otherwise; or (ii) has direct or indirect ownership in the aggregate of fifty-one percent (51%) or more of any class or voting or equity interests in the controlled entity.

Provide the following information:

1. Provide names and business address(es) of Offeror and each of Offeror’s officers, directors, affiliates or other employees, agents or representatives for this project: RFP 17-487 Disaster Recovery as a Service (DRaaS). Describe accurately, fully and completely their respective relationships with the Offeror, including their ownership interests and their anticipated role in the management and operations of the Offeror.
2. Describe the general development of Offeror’s business during the past ten (10) years, or such shorter period of time that the Offeror has been in business.
3. List any lawsuits, administrative actions or litigation to which Offeror is currently a party or has been a party (either as a plaintiff or defendant) during the past ten (10) years based upon fraud, theft, breach of contract, misrepresentation, safety, wrongful death or other similar conduct. For each suit, list all parties and indicate whether any party was a bonding company, insurance company, an owner, or otherwise. State the project giving rise to the lawsuit, administrative action or litigation, explain the basis for all claims and state whether a settlement was reached or a judgment was entered, identifying each party against whom a judgment was entered.

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4. Provide details if Offeror has been charged with a criminal offense within the last ten (10) years.
5. Describe any citation or notices of violation which Offeror received from any government agency in connection with any of Offeror's work during the past ten (10) years. Include Occupational Health and Safety Administration (OSHA) violations.
6. State whether any of the following events have occurred in the last ten (10) years with respect to the Offeror. If any answer is yes, fully explain the circumstances surrounding the subject matter:
 - (a) Whether Offeror, or affiliate currently or previously associated with Offeror, has ever filed a petition in bankruptcy, taken any actions with respect to insolvency, reorganization, receivership, moratorium or assignment for the benefit of creditors, or otherwise sought relief from creditors.
 - (b) Whether Offeror was subject of any order, judgment or decree not subsequently reversed, suspended or vacated by any court permanently enjoining Offeror from engaging in any type of business practice; and
 - (c) Whether Offeror was the subject of any civil or criminal proceeding in which there was a final adjudication adverse to Offeror which directly arose from activities conducted by Offeror which submitted a bid or proposal for the subject matter.
7. State whether any employee, agent or representative of Offeror who is or will be directly involved in the project, in the last ten (10) years,
 - (a) Has or had, directly or indirectly, a business relationship with DCSD;
 - (b) Directly or indirectly has received revenues from DCSD; or
 - (c) Directly or indirectly has received revenues from conducting business on DCSD property or pursuant to any contract with DCSD.
8. State whether any employee, agent or representative of Offeror who is or will be directly involved in the project has or had within the last ten (10) years a direct or indirect business relationship with any elected or appointed DCSD Board Member or official or with any DCSD employee.

NOTE: In addition to providing narrative answers to the questions posed in this disclosure form and questionnaire, Offeror may attach any other documents that may provide information responsible to the subjects in this disclosure form and questionnaire.

ATTACHMENT E

RFP 17-487

Disaster Recovery as a Service (DRaaS)

Critical Paragraphs

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

- 1) _____ This RFP does not commit DCSD to any offeror to this RFP. DCSD is not liable for any costs incurred by an offeror in responding to this RFP. There is no guarantee of any offeror receiving an award or contract as a result of submitting a response to this RFP.
- 2) _____ Any news release or publicity pertaining to any phase of this RFP will be the responsibility of DCSD and must be cleared through the Chief of Staff of DCSD.
- 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 17.
- 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 F
RFP 17-487
Disaster Recovery as a Service (DRaaS)

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.

 COMPANY NAME/ CERTIFYING OFFICIAL SIGNATURE

ATTACHMENT G

RFP 17-487

Disaster Recovery as a Service (DRaaS)

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

COMPANY NAME/ CERTIFYING OFFICIAL SIGNATURE

ATTACHMENT H

RFP 17-487

Disaster Recovery as a Service (DRaaS)

SUSPENSION AND DEBARMENT CERTIFICATION

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

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

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

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

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

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

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

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

ATTACHMENT I

RFP 17-487

Disaster Recovery as a Service (DRaaS)

IMMIGRATION & SECURITY CERTIFICATION

Part I-To be completed by all Offerors desiring to conduct business with the DeKalb County School District

In order to insure compliance with the **Immigration Reform and Control Act of 1986 (IRCA), Pub.L. 99-603** and the **Illegal Immigration Reform and Enforcement Act of 2011, O.C.G.A. § 13-10-90 et. seq.**, Offeror must initial one of the sections below:

_____ Offeror has 500 or more employees and Offeror warrants that Offeror has complied with the Immigration Reform and Control Act of 1986 (IRCA) Pub.L. 99-603 by registering at <https://www.vis-dhs.com/EmployerRegistration> and verifying information of all new employees (eVerify).

_____ Offeror has 100 or more employees and Offeror warrants that Offeror has complied with the Immigration Reform and Control Act of 1986 (IRCA) Pub.L. 99-603 by registering at <https://www.vis-dhs.com/EmployerRegistration> and verifying information of all new employees (eVerify).

_____ Offeror has 99 or fewer employees and Offeror warrants that Offeror has complied with the Immigration Reform and Control Act of 1986 (IRCA) Pub. L. 99-603 by registering at <https://vis-dhs.com/EmployerRegistration> and verifying information of all new employees(eVerify).

Part II- Only to be completed by all DeKalb County School District Contractor and Subcontractor Offerors in connection with the physical performance of services within the State of Georgia, pursuant to O.C.G.A. § 13-10-90 et. seq. Please initial where appropriate.

A. Contractor acknowledges and agrees that compliance with the requirements of O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02 are conditions of this Solicitation. _____

B. In order to insure compliance with the **Immigration Reform and Control Act of 1986 (IRCA), Pub.L. 99-603** and the **Illegal Immigration Reform and Enforcement Act of 2011, O.C.G.A. § 13-10-90 et. seq.**, Contractor must initial one of the sections below:

_____ Contractor has 500 or more employees and Contractor warrants that Contractor has complied with the Immigration Reform and Control Act of 1986 (IRCA) Pub.L. 99-603 and the Illegal Immigration Reform and Enforcement Act of 2011 by registering at <https://www.vis-dhs.com/EmployerRegistration> and verifying information of all new employees; and by executing any affidavits required by the rules and regulations issued by the Georgia Department of Labor set forth at Rule 300-10-1-.01 et. seq.

_____ Contractor has 100 or more employees and Contractor warrants that Contractor has complied with the Immigration Reform and Control Act of 1986 (IRCA) Pub.L. 99-603 and the Illegal Immigration

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Reform and Enforcement Act of 2011 by registering at <https://www.vis-dhs.com/EmployerRegistration> and verifying information of all new employees; and by executing any affidavits required by the rules and regulations issued by the Georgia Department of Labor set forth at Rule 300-10-1-.01 et. seq.

_____ Contractor has 99 or fewer employees and Contractor warrants that Contractor has complied with the Immigration Reform and Control Act of 1986 (IRCA) Pub. L. 99-603 and the Illegal Immigration Reform and Enforcement Act of 2011 by registering at <https://vis-dhs.com/EmployerRegistration> and verifying information of all new employees; and by executing any affidavits required by the rules and regulations issued by the Georgia Department of Labor set forth at Rule 300-10-1-.01 et. seq.

C. Contractor acknowledges and agrees that, in the event the Contractor employs or contracts with any subcontractors in connection with a covered contract under O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02, the Contractor will secure from the subcontractor(s) such subcontractor’s indication of the employee-number category applicable to the subcontractor. _____

D. Contractor acknowledges and agrees that Contractor’s compliance with the requirements of O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02 shall be attested by the execution of the Contractor Affidavit (attached hereto), or a substantially similar affidavit, which shall be provided to the DeKalb County School System. _____

E. Contractor acknowledges and agrees that, in the event the Contractor employs or contracts with any subcontractor(s) in connection with a covered contract under O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02, the Contractor will secure from such subcontractor(s) attestation of the subcontractor(s) compliance with O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02 by execution of the Subcontractor Affidavit (attached hereto), or a substantially similar affidavit, and maintain records of such attestation for inspection by the DeKalb County School District at any time.

Signature / Printed Name Title

By signing above you are certifying that the representations made herein are true and correct.

Firm Name: _____
Street/Mailing Address: _____
City, State, Zip Code: _____
Telephone Number: _____ / email: _____

Sworn to and subscribed before
me this _____ day of _____

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: _____

Solicitation Number (if applicable): _____

Name of Public Employer: DeKalb County School District

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

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

Signature of Authorized Officer or Agent _____

Printed Name and Title of Authorized Agent: _____

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

Notary Public _____

My Commission Expires: _____

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

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

Federal Work Authorization User Identification number: _____

Date of Authorization: _____

Name of Subcontractor: _____

Name of Project: _____

Solicitation Number (if applicable): _____

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

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

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

Signature of Authorized Officer or Agent _____

Printed Name and Title of Authorized Agent: _____

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

Notary Public _____

My Commission Expires: _____

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

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

Federal Work Authorization User Identification Number: _____

Date of Authorization: _____

Name of Subcontractor: _____

Name of Project: _____

Solicitation Number (if applicable): _____

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

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

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

Signature of Authorized Officer or Agent _____

Printed Name and Title of Authorized Agent: _____

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

Notary Public _____

My Commission Expires: _____

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

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

Federal Work Authorization User Identification Number: _____

Date of Authorization: _____

Name of Sub-subcontractor: _____

Name of Project: _____

Solicitation Number (if applicable): _____

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

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

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

Signature of Authorized Officer or Agent _____

Printed Name and Title of Authorized Agent: _____

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

Notary Public _____

My Commission Expires: _____

**ATTACHMENT J
RFP 17-487
Disaster Recovery as a Service (DRaaS)**

**STANDARD FORM AGREEMENT
FOR NON-CAPITAL PROFESSIONAL SERVICES
BETWEEN THE
DEKALB COUNTY SCHOOL DISTRICT
AND THE SERVICE CONTRACTOR**

Service Contractor: _____
Project Name: _____
Address: _____

RFP No.: _____
Description _____

Cost Code: _____

CONTRACT FOR PROFESSIONAL SERVICES

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

The term of this Agreement, and Contract, begins on the date executed by the last Party to execute below (effective date). The performance period for this Agreement, and Contract, is one (1) year from the effective date. In addition to the base period of one (1) year, there are four (4) one-year optional renewal terms (each a "Renewal Term") to be exercised at the sole discretion and approval of DCSD. Additionally, as required by O.C.G.A. § 20-2-506, this Agreement, and Contract, shall terminate absolutely and without further obligation on the part of DCSD at the close of the calendar year in which it was executed and at the close of each succeeding calendar year for which it may be renewed, but shall be automatically renewed for each subsequent calendar year during the term unless DCSD terminates the contract by providing Service Contractor with thirty (30) days advance notice of termination prior to the end of the calendar year, subject to the other termination methods available to the Owner herein.

The Contract Documents consist of:

- a. This Agreement (Contract for Services);
- b. Request for Proposal (RFP) No. _____ (**Exhibit A**);
- c. The Service Contractor'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 a Service Contractor that have not been explicitly accepted by DCSD in writing in this Agreement shall not be included in the Contract Documents or this Agreement and shall be given no weight or consideration; (**Exhibit B**);
- d. Board Directive Signed by the Superintendent and dated _____ (**Exhibit C**); and
- e. Notice of Award dated _____ (**Exhibit D**).

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

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

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

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

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

ARTICLE 1

PARTIES TO THE CONTRACT

The Owner's address and its contact person are:

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

Attention: _____
 Phone: _____
 Fax: _____
 Email: _____

The Service Contractor's contact information is:

Company Name: _____
 Address: _____

 Contact Person
 Name & Title: _____
 Phone No.: _____
 Fax: _____
 Email: _____

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

 COMPANY NAME/ CERTIFYING OFFICIAL SIGNATURE

ARTICLE 2

PROGRAM AND SCOPE OF SERVICES

2.1 The Service Contractor shall provide Services, as hereinafter particularly described below, on the Program, in accordance with Owner’s Request for Proposal, attached hereto as Exhibit “A” and incorporated herein by reference, and the Service Contractor’s response thereto, attached hereto as Exhibit “B” and incorporated herein by reference:

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

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

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

ARTICLE 3

SCHEDULE

3.1 Service Start Date: _____
Incremental Service Date(s): _____
Final Service Date or Completion Date: _____

ARTICLE 4

COMPENSATION

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

ARTICLE 5**WORKING RELATIONSHIP**

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

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

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

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

ARTICLE 6**INVOICING AND CONTRACT PRICE**

6.1 All invoices shall be as set forth in Exhibit "A."

6.2 Contract Price. The Owner shall pay, and the Contractor shall accept, as full and complete payment for the Contractor's timely performance of its obligations hereunder the fixed price of _____ Dollars (\$_____). The price set forth in this Paragraph 6.2 shall constitute the Contract Price, which shall not be modified except where evidence acceptable to DCSD of changed market conditions and indices is produced. Any such proposed price escalation /de-escalation must be presented in writing with substantiating proof to DCSD a minimum of ninety (90) days prior to taking effect.

ARTICLE 7**CANCELLATION OR TERMINATION BY OWNER**

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

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

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

ARTICLE 8**INDEPENDENT CONTRACTOR**

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

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

8.3 The Service Contractor agrees that the Service Contractor is not an employee of DCSD for purposes of the Patient Protection and Affordable Care Act, 42 U.S.C. § 18001, et seq. (“ACA”), or for any other purpose. The Service Contractor agrees that the Service Contractor will be responsible for reporting requirements under the ACA and certifies that the Service Contractor has their own individual health plan coverage. The Service Contractor agrees that the Service Contractor shall make the necessary federal, state, and local filings and returns as required by law at the appropriate times, including, but not limited to, federal, state, and local income tax (including

estimates), filings and returns required by the Self-Employment Contribution Act, and any other filing or return, required by federal, state, or local government.

ARTICLE 9

RESPONSIBILITY FOR SERVICES

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

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

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

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

9.5 OWNER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED.

ARTICLE 10

OWNERSHIP OF WORK PRODUCT

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

10.2 Any reports, recommendations, estimates, specification, drawings, technical data, sketches, computer software, and all other information developed by equipment vendors or other third parties that relate to

the Program shall be the property of the Owner. This provision shall not act to transfer rights of owners of standard software or specification packages for which copyright is retained by the developer.

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

ARTICLE 11

ACCOUNTING AND RECORDS

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

ARTICLE 12

COMPLIANCE WITH LAWS

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

ARTICLE 13

EQUAL EMPLOYMENT OPPORTUNITY

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

ARTICLE 14

CONTINGENCY FEES

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

ARTICLE 15**SUBCONTRACTORS**

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

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

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

ARTICLE 16**SUCCESSORS AND ASSIGNS**

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

ARTICLE 17**INSURANCE**

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

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

17.3 The insurance requirements of this Contract are:

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

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

- 17.5 Certificates of Insurance must be executed with the following provisions:
- (a) Certificates to contain policy number, policy limits, and policy expiration date of all policies issued in accordance with this Contract;
 - (b) Certificates to contain the location and operations to which the insurance applies;
 - (c) Certificates are to be issued to:
DeKalb County School District

Attention: _____
 - (d) Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least sixty (60) days prior written notice to the Owner.
 - (e) Service Contractor shall be responsible and have the financial wherewithal to cover any deductibles or retentions included on the certificate of insurance.
(additional review and terms will be inserted by DCDS’s Risk Management)

ARTICLE 18**ILLEGAL IMMIGRATION REFORM AND ENFORCEMENT ACT OF 2011**

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

18.2 Service Contractor's compliance is set forth in Exhibit "B". Evidence of the Service Contractor and their subcontractor(s)' compliance by completing the following forms is included in Exhibit "B" and incorporated herein as reference:

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

ARTICLE 19**TERMINATION FOR CAUSE**

19.1 Either Party hereto may terminate this Agreement, and the Contract, upon giving seven (7) days written notice to the other Party in the event that such other Party substantially fails to perform its material obligations set forth herein.

ARTICLE 20**INDEMNIFICATION**

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

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

ARTICLE 21**CONTRACT ADMINISTRATION**

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

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

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

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

21.5 This Agreement, and Contract, shall be governed by the laws of the State of Georgia.

ARTICLE 22

FORCE MAJEURE

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

ARTICLE 23

CAPTIONS

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

ARTICLE 24

ENTIRE AGREEMENT

24.1 This Agreement, and Contract, constitutes the entire and exclusive agreement between the Parties with reference to the Program and supersedes any and all prior communications, discussions, negotiations, understandings, or agreements. This Agreement may be amended only by a writing signed by both the Owner and the Service Contractor.

ARTICLE 25**MISCELLANEOUS**

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

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

25.3 The exclusive venue for any civil action arising out of or related to this Agreement shall be in the federal, superior, or state courts of DeKalb County, Georgia.

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

25.5 This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same Agreement.

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

OWNER:

SERVICE CONTRACTOR:

DEKALB COUNTY SCHOOL DISTRICT
[Typed Name]

By: _____
[Signature]

By: _____ [SEAL]
[Signature]

Dr. R. Stephen Green, CEO and Superintendent
[Printed Name, Title]

[Printed Name]

1701 Mountain Industrial Blvd
Stone Mountain, GA 30083

[Printed Address]

[Date of Execution]

[Date of Execution]

EXHIBIT "A"

DeKalb County School District RFP No. 17-487

for

Disaster Recovery as a Service (DRaaS)

EXHIBIT "B"

Service Contractor's Proposal including pricing
and any applicable Scope of Services
and any applicable Payment and Payment Terms Schedule
and evidence of Service Contractor's compliance with the
Illegal Immigration Reform and Enforcement Act of 2011

EXHIBIT "C"

DeKalb County Board of Education Directive

Signed by the Superintendent and dated _____

EXHIBIT "D"

Notice of Award dated _____

END OF EXHIBITS

ATTACHMENT K

RFP 17-487

Disaster Recovery as a Service (DRaaS)

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