



1701 MOUNTAIN INDUSTRIAL BOULEVARD, STONE MOUNTAIN, GEORGIA 30083

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

April 14, 2022

**REQUEST FOR PROPOSALS (RFP) 23-539
INDEPENDENT THIRD PARTY
REVIEW OF CAPITAL PROGRAMS**

PROPOSAL SUBMISSION DEADLINE - 2:00 PM, TUESDAY, MAY 10, 2022
VIRTUAL PUBLIC PROPOSAL ACKNOWLEDGEMENT - 3:00 PM, TUESDAY, MAY 10, 2022

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

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

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

3:00 PM, Tuesday, May 10, 2022

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

**RFP Contact Person is: Carla L. Smith at 678.676.0120 or Phyllis Jones at 678.676.0285
or email purchasing at solicitationquestions@dekalbschoolsga.org**

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

COMPANY NAME Elliott Davis, LLC
ADDRESS 355 South Main Street
Greenville, SC 29601
864.235.8815
AREA CODE, TELEPHONE NO., AND EXTENSION
864.232.7161
OFFEROR FAX NUMBER
OFFEROR E-MAIL ADDRESS jay.brietz@elliottdavis.com

Elliott Davis, LLC
PRINT CERTIFYING/ENGAGING COMPANY OFFICIAL'S NAME
Robert G. Brietz
SIGNATURE OF CERTIFYING/ENGAGING COMPANY OFFICIAL
Principal
TITLE OF CERTIFYING/ENGAGING COMPANY OFFICIAL
57 038582
FEDERAL I.D. NUMBER
05/19/2022
DATE
OFFEROR WEB ADDRESS elliottdavis.com

Time is of the essence. Specify your earliest 7/1/2022 and latest 11/1/2022 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 renewals may be canceled for convenience by the DeKalb County School District (DCSD) at any time. In the event of termination of contract by DCSD, the DCSD will be responsible only for those services that have been delivered and accepted according to the RFP requirements. Any cancellation for convenience by DCSD shall be effective three (3) business days after receipt of the Notice of Cancellation for convenience from DCSD by the Offeror.

Fiscal Year Funding Implications

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

Payment to Successful Vendor(s)

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

Signature of Engaging Official: Robert G. Brumfiel

Date: 5/19/2022 Elliott Davis, LLC
 (Supplier Name / Certifying Official Signature)

Elliott Davis, LLC / Robert G. Brumfiel
 SUPPLIER NAME/ CERTIFYING OFFICIAL SIGNATURE

Rights Reserved

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

Taxes

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

F.O.B. Delivery

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

Estimated Quantities

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

Exclusions of Trade Usages

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

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: Robert G. Brumfiel Date: 5/19/2022
(Company Name / Certifying Official Signature)

Conditional Proposals

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

Elliott Davis, LLC / Robert G. Brumfiel
SUPPLIER 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.

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

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

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

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

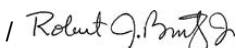
Proposal responses will be received in the Purchasing Office between the hours of 8:30 AM and 4:30 PM only, Monday through Friday, excluding DCSD holidays, furlough days, and inclement weather closings.

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

Elliott Davis, LLC / 

SUPPLIER NAME/ CERTIFYING OFFICIAL SIGNATURE

PROPOSAL DEADLINE SHALL BE CONSIDERED RESPONSIVE AND ENTERED INTO THE PROPOSAL TABULATION.

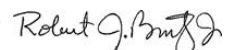
LABELS WITH THE PROPER IDENTIFICATION INFORMATION ARE PROVIDED IN YOUR REQUEST FOR PROPOSAL PACKAGE FOR YOUR CONVENIENCE AND USE. YOU MAY ALSO DOWNLOAD LABELS FROM THE DCSD WEBSITE BY CHOOSING ATTACHMENT 1 AT:

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

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

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

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

Elliott Davis, LLC / 

SUPPLIER NAME/ CERTIFYING OFFICIAL SIGNATURE

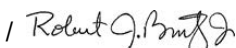
NOTICE TO OFFERORS

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.

Elliott Davis, LLC / 

SUPPLIER NAME/ CERTIFYING OFFICIAL SIGNATURE



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

REQUEST FOR PROPOSALS

RFP 23-539

INDEPENDENT THIRD PARTY REVIEW OF CAPITAL PROGRAMS

Elliott Davis, LLC / *Robert G. Brumby*

SUPPLIER NAME/ CERTIFYING OFFICIAL SIGNATURE

TABLE OF CONTENTS

DCSD Solicitation Boilerplate.....	1-6
RFP Cover Page	7
Table of Contents.....	8-9
Attachments	29-60

PART I – BACKGROUND AND INFORMATION

A. Objectives	10
B. General Information	10
C. Procurement Process.....	11
D. Addenda	11
E. Proposal Deadlines.....	11
F. Schedule of Events	11
G. Format and Submission of Proposals	11
H. Virtual Pre-Proposal Conference	13
I. Proposal Contact Persons	13
J. Prohibited Contacts.....	13
K. Questions and Answers	14

PART II – GENERAL REQUIREMENTS

A. Offeror Performance	15
B. News Release	15
C. Non-Discrimination	15
D. Drug Free Workplace	15
E. Smoke Free Workplace	15
F. Costs Incurred	15
G. Insurance	16
H. Indemnification.....	18
I. Illegal Immigration Reform and Enforcement Act of 2011	19
J. Interviews	19
K. Contract Terms.....	20
L. Permits and Applicable Laws	20
M. Infringement.....	21
N. Ownership Rights.....	21
O. Non-Collusion	21
P. Conflict of Interest.....	21
Q. Financial Stability.....	22
R. No Obligation/No Contract Guaranteed	22
S. Confidentiality and Non-Disclosure	22

Elliott Davis, LLC / *Robert G. Brumby*

SUPPLIER NAME/ CERTIFYING OFFICIAL SIGNATURE

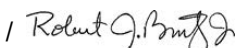
TABLE OF CONTENTS (CONT'D)

PART III – SCOPE OF WORK

A. Purpose/Project Overview.....	23
B. Scope of Work.....	23-24
C. Company Profile.....	25
D. Background Check.....	25
E. References.....	26
F. Brochures, Catalogs, Manuals, Websites, Literature.....	25
G. Added Value.....	25
H. Authorization to Sell.....	26
I. Evaluation Criteria.....	26
J. Payments.....	27
K. Transition Plan.....	28
L. Required Content / Document Checklist.....	29

ATTACHMENTS

Attachment A – Description of Qualifications and Experience.....	29
Attachment B – Cost Proposal Form.....	30
Attachment C - Critical Paragraphs.....	31
Attachment D – Offeror’s Client Reference Form.....	32
Attachment E – Statement of Confidentiality and Non-Disclosure.....	33
Attachment F – Suspension and Debarment Certification.....	34
Attachment G – Illegal Immigration Reform and Enforcement Act of 2011 Certification.....	35-40
Attachment H – Standard Form Agreement.....	41-59
Attachment I – Signature Page.....	60
Appendix 1 - <i>Monthly Status Report for the Capital Improvement Program 2017-2022 for the Period Ending February 28, 2022</i>	61
Final Page.....	62

Elliott Davis, LLC / 

SUPPLIER NAME/ CERTIFYING OFFICIAL SIGNATURE

PART I BACKGROUND AND INFORMATION

A. OBJECTIVES

The DeKalb County School District (DCSD) is seeking highly qualified, capable and professional entities with experience with K-12 school districts comparable to DCSD, to perform an independent third party review of DCSD SPLOST IV and V Capital Programs.

The special purpose local option sales tax (SPLOST) is revenue to support the Capital Improvements Plan for DeKalb County Schools. The DCSD Capital Improvements Plan consists of new schools, school replacement, new additions, existing building modifications, renovations, ancillary facility modification or renovations, facility expansions or consolidation, capital renewal, technology improvements as well as other capital needs.

Awarded offeror shall provide services in accordance with the specifications, requirements and terms and conditions stated herein. Services shall include all labor, materials, tools, specialized equipment, supplies, electricity utilized, venue security cost for specialized equipment and supplies/materials belonging to the offeror, trained personnel, insurance, travel, per diem, direct and indirect administrative costs, overhead, tolls, parking, fuel, lodging, food, all other cost and charges, and all things and services necessary to provide Independent Third Party Review of Capital Programs in accordance with the requirements of this RFP. There shall be no add-on charges of any kind.

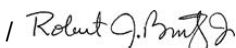
B. GENERAL INFORMATION

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

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

DCSD includes approximately:

- 79 Elementary Schools
- 19 Middle Schools
- 20 High Schools
- 9 Start-up Charter Schools
- 2 Conversion Charter Schools
- 13 Specialized Learning Centers

Elliott Davis, LLC / 

SUPPLIER NAME/ CERTIFYING OFFICIAL SIGNATURE

- 8 Administrative Centers; and
- 5 Athletic Stadiums

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

C. PROCUREMENT PROCESS

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

D. ADDENDA

It is the responsibility of offerors to frequently check for any addenda, questions, and answers posted on the Purchasing Bulletin Board on the DCSD website. Failure on the part of offerors to make themselves aware of and comply with addenda requirements will not relieve them of this obligation, this is a **Mandatory Requirement**. All posted addenda must be printed, signed by the offeror, and included in the offeror's RFP submission. Click on the following link to the Purchasing Bulletin Board: <https://dekalbschoolsga.ionwave.net/Login.aspx>

E. PROPOSAL 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, 2022**. Proposals received after the stated deadline will not be considered. Proposals will be acknowledged publicly on **Tuesday, May 10, 2022 at 3:00 PM**.

F. SCHEDULE OF EVENTS

1st Consecutive Ad in Legal Organ	Thursday, April 14, 2022
2nd Consecutive Ad in Legal Organ	Thursday, April 21, 2022
Deadline for Offerors to Submit Questions	Monday, April 25, 2022, 12:00 Noon
Posted Responses to Questions	Friday, April 29, 2022, 4:30 PM
RFP Submission Deadline	Tuesday, May 10, 2022, 2:00 PM
Virtual RFP Public Acknowledgment	Tuesday, May 10, 2022, 3:00 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.

Elliott Davis, LLC / *Robert G. Brumfiel*

SUPPLIER NAME/ CERTIFYING OFFICIAL SIGNATURE

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 CHECKLIST – PAGE 29.

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

SEALED PROPOSAL IDENTIFICATION LABEL:

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

SEALED PROPOSAL ADDRESS LABEL:

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

<p>(SEALED PROPOSAL RESPONSE) RFP Number: RFP 23-539, Independent Third Party Review of Capital Programs RFP Due Date: May 10, 2022 2:00 PM (EST) Company Name: Elliott Davis, LLC</p> <hr/> <p>Company Mailing Address: 355 S. Main Street, Ste 500 Greenville, SC 29601</p> <p>Contact Person Name: Anne Stein</p> <p>Contact Telephone No.: (864) 275-0197</p> <p>Email: anne.stein@elliottdavis.com</p>	<table border="1"> <tr> <td> <p>(SEALED PROPOSAL RESPONSE) DeKalb County School District Purchasing Department 1701 Mountain Industrial Blvd Stone Mountain, GA 30083 ATTN: Carla L. Smith</p> </td> </tr> </table>	<p>(SEALED PROPOSAL RESPONSE) DeKalb County School District Purchasing Department 1701 Mountain Industrial Blvd Stone Mountain, GA 30083 ATTN: Carla L. Smith</p>
<p>(SEALED PROPOSAL RESPONSE) DeKalb County School District Purchasing Department 1701 Mountain Industrial Blvd Stone Mountain, GA 30083 ATTN: Carla L. Smith</p>		

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

Elliott Davis, LLC / *Robert G. Brown*

SUPPLIER NAME/ CERTIFYING OFFICIAL SIGNATURE

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

Submit all responses to:
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.

HAND DELIVERY SUBMISSION OF PROPOSALS: Prior to the submission deadline of Tuesday, May 10, 2022 at 2:00PM EST, an appointment must be scheduled with the Purchasing Department by submitting an email request to solicitationquestions@dekalbschoolsga.org. Please enter "Proposal Submission Appointment – RFP 23-539 Independent Third Party Review of Capital Programs" in the subject line of your email. All appointments must be scheduled on a Monday, Tuesday, Thursday or Friday between 9:00AM-12:00PM Noon, before the May 10, 2022 proposal deadline. A confirmation of the appointment will be sent via email.

VIRTUAL PUBLIC ACKNOWLEDGMENT: The public acknowledgment will be held virtually through Microsoft Teams on Tuesday, May 10, 2022 at 3:00PM EST. Those who would like to attend the acknowledgement, please register no later than Monday, May 9, 2022 by 4:00PM EST, by sending an email to solicitationquestions@dekalbschoolsga.org. Please enter "Public Acknowledgement - RFP 23-539 Independent Third Party Review of Capital Programs" in the subject line of your email. An invitation will be sent to those participants no later than Tuesday, May 10, 2022 by 10:00AM EST.

H. VIRTUAL PRE-PROPOSAL CONFERENCE

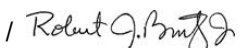
A pre-proposal conference is not scheduled for this RFP.

I. PROPOSAL CONTACT PERSONS

The assigned contact persons for offerors are Carla L. Smith, Purchasing Manager and Phyllis Jones, Buyer, for the Department of Purchasing. Ms. Smith can be reached at 678.676.0120 or by email at solicitationquestions@dekalbschoolsga.org. Ms. Jones can be reached at 678.676.0285.

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. Furthermore, no employee, officer, or agent of the DeKalb County Board of Education or DCSD may participate in the selection, award or administration of a contract if he or she has a real or apparent conflict of interest.

Elliott Davis, LLC / 

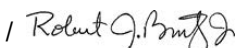
SUPPLIER NAME/ CERTIFYING OFFICIAL SIGNATURE

Board Member Communication with Prospective Vendors

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

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 Monday, April 25, 2022**. Questions received after the deadline will not be considered. All questions received by 12 Noon, on April 25, 2022 will be answered in writing and both the questions and answers will be posted to the following website on or before Friday, April 29, 2022 at 4:30 PM. <https://dekalbschoolsga.ionwave.net/Login.aspx>.

Elliott Davis, LLC / 

SUPPLIER NAME/ CERTIFYING OFFICIAL SIGNATURE

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 Chief Communications and Community Relations Officer.

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

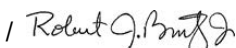
By submission of a response to this RFP, the offeror certifies that he/she and his/her employees shall not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of controlled substance or drugs during the performance of the contract.

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.

Elliott Davis, LLC / 

SUPPLIER NAME/ CERTIFYING OFFICIAL SIGNATURE

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

G. INSURANCE

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

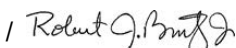
Certificate of Insurance / Accord Form is required with solicitation submittal. **Provision of Certificate of Insurance is a mandatory requirement.** Proposals submitted with certificates of insurance will be considered conditionally responsive to the insurance and indemnification requirement. Final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

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

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

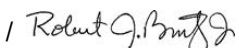
All certificates evidencing primary and excess layers shall be renewed and kept current and up to date on an annual basis.

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

Elliott Davis, LLC / 

SUPPLIER NAME/ CERTIFYING OFFICIAL SIGNATURE

- (a) Workers Compensation Insurance in the amounts of the statutory limits established by the General Assembly of the State of Georgia. Offeror shall have the ability to self-insure its required workers compensation coverage if offeror is an approved self-insurer in the State of Georgia.
- (b) Comprehensive General Liability Policy, or equivalent coverage, to include products and completed operations liability and contractual liability. The Comprehensive General Liability Policy shall have dollar limits sufficient to insure that there is no gap in coverage between this policy and any excess or Commercial Umbrella Policy described below.
- (c) Comprehensive Auto Policy to include but not be limited to liability coverage on any owned, non-owned and hired vehicle used by offeror or offeror's personnel in the performance of this agreement. The Comprehensive Automobile Policy shall have dollar limits sufficient to insure that there is no gap in coverage between this policy and the excess or Commercial Umbrella Policy required under this agreement.
- (d) Commercial Umbrella or Excess Liability Policy, which must provide the same or broader coverage than those provided for in the above Comprehensive General Liability and Business Auto Policies. Policy limits for the Commercial Umbrella or Excess Liability Policy shall have an annual aggregate limit not less than \$2,000,000.
- (e) Under all coverage and certificates required hereunder, policies shall or be endorsed to include the following terms and conditions:
- (i) All policies and coverage shall be on an "occurrence" not "claims made" basis.
- (ii) The foregoing policies shall contain a provision that coverage afforded under the policies will not be canceled, or not renewed, allowed to lapse for any reason until at least sixty (60) days prior written notice has been given to DCSD.
- (iii) Shall waive all right of subrogation against Indemnitees (as defined in Part II, Section I of this 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 thereof.
- (f) Under coverage and certificates required under Sections 2(a), 2(b), (c), and (d) above, policies shall be endorsed to include the following terms and conditions:
- (i) Minimum limits of \$1,000,000 per occurrence \$2,000,000 in the annual aggregate. Primary limits of coverage in the amount of \$1,000,000 per occurrence must be with insurers

Elliott Davis, LLC / 

SUPPLIER NAME/ CERTIFYING OFFICIAL SIGNATURE

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 H 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

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.

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

Elliott Davis, LLC / *Robert G. Brumfiel*

SUPPLIER NAME/ CERTIFYING OFFICIAL SIGNATURE

events over which the Indemnitees exercise no control, such as Acts of God, strikes or government restrictions.

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

I. ILLEGAL IMMIGRATION REFORM AND ENFORCEMENT ACT OF 2011 (MANDATORY REQUIREMENT)

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).

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

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

The Immigration and Security Certification, the Offeror E-Verify Affidavit, the Contractor Affidavit, the Subcontractor Affidavit and the Sub-Subcontractor Affidavit are found on pages 35-40 of this solicitation document. The Immigration and Security Certification, the Offeror E-Verify Affidavit, the Contractor Affidavit, Subcontractor Affidavit and the Sub-Subcontractor Affidavit must be completed, notarized and submitted with your proposal.

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

_____ Please check here if the Illegal Immigration and Reform Act of 2011 **does not** apply to your solicitation, because it is one for items, commodities, or products. If this does not apply to any portion of the solicitation, then the Offeror is not required to complete the Contractor Affidavit, the Subcontractor Affidavit and the Sub-Subcontractor Affidavit found on pages 37-40. **Please be advised that pages 35-36 must still be completed.**

Signature of Engaging Official: Robert G. Brumfiel Date: 5/19/2022
(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

Elliott Davis, LLC / Robert G. Brumfiel
SUPPLIER NAME/ CERTIFYING OFFICIAL SIGNATURE

two (2) normal working days of being asked to participate in interviews. There are to be no presentations, individually or collectively, without such invitation.

Offerors who are invited to one or more interviews will be required to provide a one (1) hour virtual presentation/demonstration of requested services.

K. CONTRACT TERMS

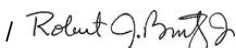
In the event DCSD determines that outsourcing these services are in its best interest, with the approval of the DeKalb County Board of Education, the successful offeror will be notified in writing. A contract confirming firm fixed price and other terms shall be signed by the parties. **Services are to begin on or about the Summer of 2022.** The initial contract duration shall be approximately one year from the date of execution. The contract may/may not contain up to **four (4) one (1) year renewal options** contingent upon DCSD's offer of such renewal, the successful offeror's acceptance and the approval of the DeKalb County Board of Education to extend the contract. The contract is subject to the approval of the DeKalb County Board of Education and to fiscal year funding limitations. The contract price must be held firm for the entire term of the contract. DCSD reserves the right to terminate any resulting contract for convenience. In the event of contract termination by DCSD, the DCSD will be responsible only for those services and deliverables that have been received and accepted. Any cancellation for convenience by DCSD shall be effective three (3) business days after receipt of the Notice of Cancellation for convenience from DCSD by the offeror. Non-performance of contract terms shall give sufficient cause for DCSD to cancel the contract. Non-performance shall be construed to include, but is not limited to, failure of the offeror to deliver equipment or perform services in the time specified or in the manner required.

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

By submitting a proposal, offeror acknowledges its acceptance of the RFP specifications and the contract terms and conditions without change except as otherwise expressly stated in the submitted proposal. If an offeror takes exception to a contract term or provision, the offeror must state the reason for the exception and state the specific contract language it proposes to include in place of the provision. Any exceptions to the contract must be submitted as an attachment to the offeror's response. Proposed exceptions must not conflict with or attempt to preempt mandatory requirements specified in the RFP.

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. If Offeror holds a professional certification which is licensed by the state of Georgia, Offeror shall submit a copy of their valid professional license. 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

Elliott Davis, LLC / 

SUPPLIER NAME/ CERTIFYING OFFICIAL SIGNATURE

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 Engaging Official: Elliott Davis, LLC / Robert G. Brumfiel Date: 5/19/2022
(Company Name / Certifying Official Signature)

P. CONFLICT OF INTEREST

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

Offeror must sign below acknowledging the above statement.

Signature of Engaging Official: Elliott Davis, LLC / Robert G. Brumfiel Date: 5/19/2022
(Company Name / Certifying Official Signature)

Elliott Davis, LLC / Robert G. Brumfiel
SUPPLIER NAME/ CERTIFYING OFFICIAL SIGNATURE

Q. FINANCIAL STABILITY

1. Offerors shall provide a copy of their company's financial statements for the previous two (2) years – for example 2020 and 2021.
2. Indicate here if your company is publicly traded or not publicly traded:
My company is publicly traded. _____/
My company is not publicly traded. X /
3. If your company is a publicly traded company, provide a copy of your company's annual report for the previous two (2) years – for example 2020 and 2021.
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 Engaging Official: Elliott Davis, LLC / Robert G. Brumfiel Date: 5/19/2022
(Company Name / Certifying Official Signature)

S. CONFIDENTIALITY AND NON-DISCLOSURE (MANDATORY REQUIREMENT)

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

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

Elliott Davis, LLC / Robert G. Brumfiel
SUPPLIER NAME/ CERTIFYING OFFICIAL SIGNATURE

PART III

SCOPE OF WORK AND REQUIREMENTS

A. PURPOSE / PROJECT OVERVIEW

The DeKalb County School District (DCSD) is seeking highly qualified, capable and professional entities with experience with K-12 school districts comparable to DCSD, to perform an independent third party review of DCSD SPLOST IV and V capital programs..

The special purpose local option sales tax (SPLOST) is revenue to support the Capital Improvements Plan for DeKalb County Schools. The DCSD Capital Improvements Plan consists of new schools, school replacement, new additions, existing building modifications, renovations, ancillary facility modification or renovations, facility expansions or consolidation, capital renewal, technology improvements as well as other capital needs.

Awarded offeror shall provide services in accordance with the specifications, requirements and terms and conditions stated herein. Services shall include all labor, materials, tools, specialized equipment, supplies, electricity utilized, venue security cost for specialized equipment and supplies/materials belonging to the offeror, trained personnel, insurance, travel, per diem, direct and indirect administrative costs, overhead, tolls, parking, fuel, lodging, food, all other cost and charges, and all things and services necessary to provide an independent third party review of capital programs in accordance with the requirements of this RFP. There shall be no add-on charges of any kind.

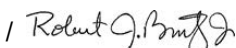
DCSD at its discretion, determines the criteria and process whereby bids are evaluated and awarded. No damages shall be recoverable by any challenger as a result of these determinations or decisions by DCSD.

B. SCOPE OF WORK:

Offerors responding to this RFP are encouraged to be very specific and detailed in their responses to the following Scope of Work. Responses to this RFP will be evaluated for quality, comprehensiveness, and deliverables meeting the following scope of work and criteria. Please submit your response labeled: **Project Scope of Work**.

The focus will be the construction components. The selected offeror will review and provide an in-depth, detailed review to assure that the organization has performed in compliance with what DCSD said it was going to do. This includes a review of whether end project (or work-to date) matches the contract; whether the contract matched the DeKalb County Board of Education (BOE) authorization and whether the BOE authorization match what was stated in the SPLOST referendum.

1. The awarded offeror's review will detail the following construction component areas:
 - a. New Facilities and Additions
 - b. Facility Condition Improvements
 - c. Technology Improvements (network infrastructure projects)

Elliott Davis, LLC / 

SUPPLIER NAME/ CERTIFYING OFFICIAL SIGNATURE

Projects to be reviewed include all construction, renovation, and infrastructure (including telecommunication upgrades) projects identified in the *Monthly Status Report for the Capital Improvement Program 2017-2022 for the Period Ending February 28, 2022* with an individual project budget of Three Million Dollars (\$3M) or greater. Refer to Appendix 1 for the *Monthly Status Report for the Capital Improvement Program 2017-2022 for the Period Ending February 28, 2022*. Appendix 1 is uploaded as a separate file.

2. Submittals:

The selected offeror must submit the following:

- a. A detailed methodology to complete the review. The methodology should include, but not be limited to:
 1. Discussion of planned data collection procedures;
 2. Sample of documents to be used; and
 3. Procedures to ensure the confidentiality of DCSD data.
- b. Established, accurate data and benchmarks that consist of compliance requirements and a list of external data sources
- c. A concise plan of action to confirm that the review is consistent with current review criteria standards and practices of the DCSD capital program and all local, state and federal guidelines.
- d. Applicable contract language for future use to avoid misunderstandings.
- e. Applicable oversight procedures for the future management of the DCSD capital program.
- f. Recommendations regarding necessary standardized forms for future use to achieve consistent records management of the DCSD capital program.

3. Experience and Qualifications.

Offeror must complete Attachment A, Description of Qualifications and Experience (page 29).

4. Employee Identification

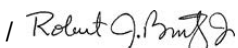
Successful offeror shall provide each employee with proper identification with both the name of the offeror and the employee. All Offeror employees are required to obtain a DCSD Contractor's Badge at Offeror's expense. This identification must be worn on the outer garment of the employee at all times when on DCSD premises.

5. Deliverables/Timeline

A preliminary report must be provided to the BOE no later than the fourth quarter of 2022.

6. Cost/Fee

Offerors must provide a firm fixed fee price for the review. Refer to Attachment B, Cost Proposal Form (page 30).

Elliott Davis, LLC / 

SUPPLIER NAME/ CERTIFYING OFFICIAL SIGNATURE

C. COMPANY PROFILE

Offerors to this Request for Proposal are required to demonstrate, and include with their submissions to this RFP, a full and complete company profile, to include, but not be limited to: the date of establishment, mission statement, type and confirmation of company's legal entity form, company's organizational structure/chart, principals' names and titles, company size in relation to industry, number of employees, company history, financial position, and all relevant current and past experience on similar projects in comparable K-12 school districts and references for those projects. The offeror should also include the educational background for staff that will be assigned to this project, including the company's overall experience in providing the requested services within this solicitation.

D. BACKGROUND CHECK

A criminal background check must be performed on all contractors, consultants, subcontractors, volunteers and vendors (hereinafter jointly referred to as "Individuals") who provide services on DCSD premises, supervise services on DCSD premises, or has contact with students. These Individuals shall undergo the same criminal background check, within the last 365 days, as required by DCSD employees. Such background checks will be performed by DCSD at the expense of the Individual at a cost of \$45.00 per individual. Additionally, any charges against the Individual, may be deemed unacceptable in DCSD's sole discretion regardless of whether dismissed, expunged, sealed, removed from the record, treated as a "first offender" or dead docketed. Upon receipt and evaluation of DCSD's background check results, DCSD may demand that the Individual have no contact with DCSD students or parents, or provide services to DCSD premises. Any failure of the contractor to obtain a criminal records background check through DCSD, as stated herein, may result in termination of any resulting contract between contractor and DCSD.

E. REFERENCES (MANDATORY REQUIREMENT)

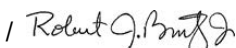
Offeror must provide the names and contact phone numbers of at least three (3) current clients, preferably clients comparable to DCSD, for whom the offeror is providing or has provided services as defined within the scope of work. Refer to Attachment D – Offeror's Reference Form, (page 32). **References will be contacted.**

F. 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.

G. ADDED VALUE

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

Elliott Davis, LLC / 

SUPPLIER NAME/ CERTIFYING OFFICIAL SIGNATURE

H. AUTHORIZATION TO SELL

Offerors responding to this RFP must provide a Certificate of Authorization that authorizes offeror to sell the manufacturer's equipment, if applicable.

I. EVALUATION CRITERIA

DCSD advertises this RFP as an opportunity for interested and qualified firms specializing in providing services 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 DCSD.

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

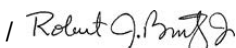
The determination of the successful proposal will be based upon information supplied by the offeror in the RFP response and upon other information that will be obtained by DCSD as it deems necessary. Proposal conformance to RFP instructions, terms, conditions, and requirements is critical to offeror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

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

All responsive offerors will be carefully reviewed and evaluated for responsibility, capacity, business strength, qualifications, expertise, demonstrated experience in Independent Third Party Reviews of Capital Programs for large urban public school districts and highest and best value to DCSD with consideration to quality, approach, timeliness, dedicated personnel, and added value (if any). Proposal conformance to RFP instructions, terms, conditions, and requirements is critical to offeror responsiveness.

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

Relative Weight	Evaluation Criteria	Score
35%	Approach to the Project (includes Methodology)	
30%	Corporate Qualifications and Experience	
20%	Cost	
15%	Capacity (includes ability to meet DCSD requirements and staff credentials assigned to project and similar experience with other comparable K-12 school districts)	
100%	TOTAL SCORE	

Elliott Davis, LLC / 

SUPPLIER NAME/ CERTIFYING OFFICIAL SIGNATURE

J. PAYMENTS

Offerors must provide a firm fixed price for the entire project. By submitting a response to this Request for Professional Services, the successful offeror agrees that if the offeror does not complete the project on a mutually agreed terms, at DCSD's sole election, DCSD may terminate any remaining obligation for performance under the agreement or contract; at DCSD's sole election, any agreement or contract will be terminated without recourse. DCSD, at its sole option, will have the right to seek a new offeror to perform the required services.

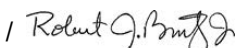
K. TRANSITION PLAN

Transition on Commencement of Contract

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

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

- Exercise best efforts and cooperation for an orderly and efficient transition to another provider or to DCSD.
- Negotiate a plan in good faith with successor to determine the nature and extent of the phase-in, phase-out services required. The plan shall specify a date for services described in the plan and shall be subject to approval by DCSD. The existing service providers 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.

Elliott Davis, LLC / 

SUPPLIER NAME/ CERTIFYING OFFICIAL SIGNATURE

L. REQUIRED CONTENT / DOCUMENT CHECKLIST

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

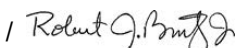
Refer to Part I, Section G, Page 11, for additional information on the format and submission of proposals. Offerors are required to submit one (1) original, one (1) duplicate copy and one (1) electronic copy (flash drive) of the proposal of their response. Responses must be submitted on 8 ½" x 11" single-sided stock.

All RFP submissions must include the following items and attachments.

The Request for Proposals document, RFP 23-539, Independent Third Party Review of Capital Programs **MUST BE** the first document in the submission; this document consists of 62 pages and is located at <https://dekalbschoolsga.ionwave.net/Login.aspx?>

Table of Contents for your submission

- Addenda – Each individual Addendum must be printed, signed and inserted immediately following the Table of Contents (**Mandatory Requirement**)
- Certificate of Insurance (**Mandatory Requirement**)
- Company Financial Statements and Company Annual Reports
- Attachment A – Description of Qualifications and Experience (**Mandatory**)
- Attachment B – Cost Proposal Form (**Mandatory**)
- Attachment C – Critical Paragraphs (**Mandatory Requirement**)
- Attachment D – Offeror's Client Reference Form (**Mandatory Requirement**)
- Attachment E - Statement of Confidentiality and Non-Disclosure (**Mandatory Requirement**)
- Attachment F – Suspension and Debarment Certification (**Mandatory Requirement**)
- Attachment G – Immigration & Security Certification (**Mandatory Requirement**)
- Attachment I – Signature Page (**Mandatory Requirement**)
- Company Profile
- Brochures, Catalogs, Manuals, Websites, Literature, DVDs and other marketing media
- Project Scope of Work
- Added Value

Elliott Davis, LLC / 

SUPPLIER NAME/ CERTIFYING OFFICIAL SIGNATURE

Attachment A
RFP 23-539
Independent Third Party Review of Capital Programs

Description of Qualifications and Experience

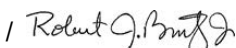
Provide detail information for the sections below. Submit copies of related certification certificates for each support technician proposed to work on this project. *Additional pages may be added as necessary.*

Company Qualifications and Experience

1. Provide a brief history of the company including the number of years in business; provide firm's qualifications and experience in handling contracts of similar scope in terms.
2. Provide list of personnel that will be dedicated to performing the services to DCSD. The list of personnel must identify each individual by name, title, qualifications, certification, and experience in with independent third party reviews of capital programs.

Methodology and Operations

1. Provide your company's methodology to provide an independent third party review of DCSD capital programs, as outlined in the Scope of Work.
2. Provide your entity's list of equipment resources that will be dedicated to performing the services requested as outlined in the Scope of Work.
3. Provide your company's quality assurance/quality control process, and sample copies of previous review reports.

Elliott Davis, LLC / 

SUPPLIER NAME/ CERTIFYING OFFICIAL SIGNATURE

**ATTACHMENT B
RFP 23-539
Independent Third Party Review of Capital Programs**

Cost Proposal Form

The undersigned Offeror agrees to the following total firm fixed fee for independent third party review of DCSD Capital Programs as provided within this solicitation.

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

Total Firm Fixed Fee for Independent Third Party Review of DCSD Capital Programs

_____ Dollars) (\$_____)

Elliott Davis, LLC

Entity Name

Authorized Entity Representative Name (please print)

Title

Authorized Entity Representative Signature

Date

Elliott Davis, LLC / *Robert G. Brumby*

SUPPLIER NAME/ CERTIFYING OFFICIAL SIGNATURE

ATTACHMENT C
RFP 23-539
Independent Third Party Review of Capital Programs

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) R9 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) R9 Any news release or publicity pertaining to any phase of this RFP will be the responsibility of DCSD and must be cleared through the DCSD'S Chief Communications and Community Relations Officer.
- 3) R9 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) X Offerors to the RFP agree to fully indemnify DCSD as stated in the RFP, Part II, H, page 18.
X- please see proposed contract amendments. We cannot indemnify without risk of our professional liability insurance, which is required for this RFP.
- 5) R9 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) R9 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) R9 Offeror understands that this solicitation requires Board of Education Approval.

Elliott Davis, LLC / *Robert G. Burt*

 SUPPLIER NAME/ CERTIFYING OFFICIAL SIGNATURE

ATTACHMENT D
RFP 23-539
Independent Third Party Review of Capital Programs

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

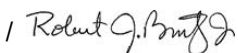
Date/Duration of Service Relationship

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

Time Period of Project or Contact February 2015 - Present

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.

Elliott Davis has performed Single Audit, Agreed-Upon Procedures, Tax Services, and other consultative review projects for the District since 2018.

Elliott Davis, LLC / 

SUPPLIER NAME/ CERTIFYING OFFICIAL SIGNATURE

ATTACHMENT E
RFP 23-539
Independent Third Party Review of Capital Programs

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.

Elliott Davis, LLC

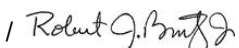
Offeror Company Name

Robert j. Brietz

Company Representative

5/19/2022

Date

Elliott Davis, LLC / 

SUPPLIER NAME/ CERTIFYING OFFICIAL SIGNATURE

ATTACHMENT F
RFP 23-539
Independent Third Party Review of Capital Programs

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: Elliott Davis, LLC / Robert G. Brumfiel **Date:** 5/19/2022
(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.

Elliott Davis, LLC / Robert G. Brumfiel
 SUPPLIER NAME/ CERTIFYING OFFICIAL SIGNATURE

ATTACHMENT G
RFP 23-539
Independent Third Party Review of Capital Programs

IMMIGRATION & SECURITY CERTIFICATION

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

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

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

or

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

or

(c) _____ **(Initial here)**: Offeror is an individual who is licensed pursuant to Title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for services to be rendered by such individual and thus does not have to provide an affidavit.

- 3) _____ **(Initial here)** Offeror will not employ or contract with any subcontractor in connection with a covered contract unless the subcontractor is registered, authorized to use, and uses the federal work authorization program; and provides Offeror with all affidavits required by the Act and the rules and regulations issued by the Georgia Department of Labor as set forth at Rule 300-10-1-.01 et. seq.

Elliott Davis, LLC / *Robert G. Brown*

SUPPLIER NAME/ CERTIFYING OFFICIAL SIGNATURE

4) _____ (Initial here) Offeror agrees that, if Offeror employs or contracts with any sub-contractor in connection with the covered contract under the Act and DOL Rules 300-10-1- .01, et seq that Offeror will secure from each sub -contractor at the time of the contract the sub-contractor’s name and address, the employee-number applicable to the sub-contractor, the date the authorization to use the federal work authorization program was granted to sub-contractor; the subcontractor’s attestation of the subcontractor’s compliance with the Act and Georgia Department of Labor Rule 300-10-1-.01, et seq.; and the subcontractor’s agreement not to contract with sub-subcontractors unless the sub-subcontractor is registered, authorized to use, and uses the federal work authorization program; and provides subcontractor with all affidavits required by the Act and the rules and regulations issued by the Georgia Department of Labor as set forth at Rule 300-10-1-.01 et. seq.

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

5/19/2022

Signature

Date

1273555

2014

EEV/Basic Pilot Program
User Identification Number

Date of Authorization

Firm Name: Elliott Davis, LLC

Street/Mailing Address: 355 S. Main Street, Ste 500

City, State, Zip Code: Greenville, SC 29601

Telephone Number: 864.250.3936

Email Address: jimmy.buddenberg@elliottdavis.com

SUBSCRIBED AND SWORN

BEFORE ME ON THIS THE

_____ DAY OF _____, 20_____

Notary Public

My Commission Expires: _____

Elliott Davis, LLC / *Robert G. Bunn*

SUPPLIER NAME/ CERTIFYING OFFICIAL SIGNATURE

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:	1273555
Date of Authorization:	2014
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 May, 18, 2022 in Greenville, SC
(city) (state)

Signature of Authorized Officer or Agent _____

Printed Name and Title of Authorized Agent: Jimmy Buddenberg

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

Notary Public _____

My Commission Expires: _____

Elliott Davis, LLC / *Robert G. Buddenberg*

 SUPPLIER NAME/ CERTIFYING OFFICIAL SIGNATURE

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: 1273555

Date of Authorization: 2014

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 May, 18, 2022 in Greenville, SC

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Agent: Jimmy Buddenberg

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

Notary Public

My Commission Expires:

Elliott Davis, LLC / Robert G. Buddenberg
SUPPLIER NAME/ CERTIFYING OFFICIAL SIGNATURE

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: 1273555

Date of Authorization: 2014

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 May, 18, 2022 in Greenville, SC
(city) (state)

Signature of Authorized Officer or Agent _____

Printed Name and Title of Authorized Agent: Jimmy Buddenberg

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

Notary Public _____

My Commission Expires: _____

Elliott Davis, LLC / Robert G. Bunn Jr.
SUPPLIER NAME/ CERTIFYING OFFICIAL SIGNATURE

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: 1273555

Date of Authorization: 2014

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 May 18, 2022 in Greenville, SC (city) (state)

Signature of Authorized Officer or Agent _____

Printed Name and Title of Authorized Agent: Jimmy Buddenberg

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

Notary Public _____

My Commission Expires: _____

Elliott Davis, LLC / Robert G. Buddenberg
SUPPLIER NAME/ CERTIFYING OFFICIAL SIGNATURE

ATTACHMENT H
SERVICE AGREEMENT
BETWEEN THE
DEKALB COUNTY SCHOOL DISTRICT
AND _____

Service Provider: _____
Project Name: _____
Address: _____

RFP No.: 23-539
Description: Independent Third Party
Review of Capital Programs

THIS SERVICES AGREEMENT and the below referenced documents attached as Exhibits (hereinafter the "Service Agreement") is made and entered into by and between the DeKalb County School District (hereinafter the "DCSD") whose address is 1701 Mountain Industrial Boulevard, Stone Mountain, Georgia 30083 and _____ (hereinafter the "Service Provider") whose physical address is _____. DCSD and Service Provider are referred to herein collectively as the "Parties" and individually as a "Party."

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

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

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

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

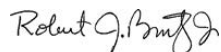
The Service Agreement consist of:

- a. This Service Agreement (Agreement for Services);
- b. Request for Proposal (RFP) No. 23-539 (**Exhibit A**);
- c. The Service Provider's Proposal to the above-numbered RFP, including pricing, and any applicable Scope of Services and any applicable Payment and Payment Terms Schedule attached except that objections or amendments by Service Provider that have not been explicitly accepted by DCSD in writing in this Service Agreement shall not be included in this Service Agreement and shall be given no weight or consideration; (**Exhibit B**);
- d. Board Directive Signed by the Superintendent and dated _____ (**Exhibit C**); and
- e. Notice of Award dated _____ (**Exhibit D**).

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

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

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

Elliott Davis, LLC / 

COMPANY NAME/ CERTIFYING OFFICIAL SIGNATURE

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

ARTICLE 1

PARTIES TO THE SERVICE AGREEMENT

The DCSD’s address and its contact person are:

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

Attention: _____

Phone: _____

Fax: _____

Email: _____

With a copy to:

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

Attention: Mrs. Cheryl Watson-Harris, Superintendent

The Service Provider’s contact information is:

Company Name: _____

Address: _____

Contact Person: _____

Title: _____

Phone No. Office: _____

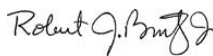
Email: _____

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

ARTICLE 2

DURATION OF AGREEMENT

2.1 **Agreement Term.** The term of this Service Agreement begins on the date executed by the last Party to

Elliott Davis, LLC / 

COMPANY NAME/ CERTIFYING OFFICIAL SIGNATURE

execute below (hereinafter the "Effective Date"). The performance period for this Service Agreement is one (1) year from the Effective Date.

2.2 **Agreement Renewal.** In addition to the base period of one (1) year, there are four (4) one-year optional renewal terms (each a "Renewal Term") to be exercised at the sole discretion and approval of DCSD. Additionally, as required by O.C.G.A. § 20-2-506, this Service Agreement shall terminate absolutely and without further obligation on the part of DCSD at the close of the calendar year in which it was executed and at the close of each succeeding calendar year for which it may be renewed, but shall be automatically renewed for each subsequent calendar year during the term unless DCSD terminates this Service Agreement, by providing Service Provider with thirty (30) days advance notice of termination prior to the end of the calendar year. Renewal will depend upon the best interests of the DCSD, funding, and Service Provider's performance subject to the other termination methods available to the DCSD herein.

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

2019 \$ _____

ARTICLE 3

SCOPE OF SERVICES

3.1 DCSD does hereby retain Service Provider to furnish those services and to perform those tasks (collectively, the "Services") as further described in (i) the DCSD's Request for Proposal _____, to include all attachments and addenda, attached hereto as Exhibit "A" and incorporated herein by reference; and (ii) the Service Provider's final responsive thereto, attached hereto as Exhibit "B" and incorporated into this Agreement by this reference. A complete copy of the Scope of Work section of RFP # _____, to include the Service Provider's final responsive proposal, is attached as Exhibit "B" and made a part of this Service Agreement.

3.2 Service Provider shall be solely responsible for the professional quality, accuracy, competence, methodology, and the coordination of all Services performed pursuant to this Agreement.

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

ARTICLE 4

COMPENSATION

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

ARTICLE 5

WORKING RELATIONSHIP

Elliott Davis, LLC / 
 COMPANY NAME/ CERTIFYING OFFICIAL SIGNATURE

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

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

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

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

ARTICLE 6

INVOICING AND AGREEMENT PRICE

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

6.2 **Agreement Price.** DCSD shall pay, and the Service Provider shall accept, as full and complete payment for the Contractor's timely performance of its obligations hereunder the fixed price listed in Section 2.3. The price set forth in Paragraph 2.3 shall constitute the Agreement Price, which shall not be modified except where evidence acceptable to DCSD of changed market conditions and indices is produced. Any such proposed price escalation /de-escalation must be presented in writing with substantiating proof to DCSD, for approval, a minimum of ninety (90) days prior to taking effect.

ARTICLE 7

CANCELLATION OR TERMINATION BY DCSD

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

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

Elliott Davis, LLC / 
COMPANY NAME/ CERTIFYING OFFICIAL SIGNATURE

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

ARTICLE 8

INDEPENDENT CONTRACTOR

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

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

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

- Service Provider is responsible for filing Form 1094-C and Form 1095-C with respect to all assigned workers assigned to DCSD;
- Service Provider is responsible for compliance with Internal Revenue Code Section 4980H with respect to assigned workers;
- If requested by DCSD in connection with any governmental audit or inquiry, Service Provider will cooperate in furnishing DCSD with detailed information on assigned workers as reasonably needed for DCSD to respond to such audit or inquiry, and at no additional charge;
- Service Provider will offer health plan coverage to assigned workers (and their dependents) that complies with the ACA's minimum value and affordability requirements and, during the term of their staffing Service Agreement; and

Elliott Davis, LLC / 
COMPANY NAME/ CERTIFYING OFFICIAL SIGNATURE

- In addition to any existing indemnification obligations set forth in Article 20, herein, Service Provider agrees to reimburse DCSD for any penalty or tax imposed against DCSD with respect to any assigned worker, and to indemnify and hold harmless DCSD against all liabilities, penalties and fees that may be imposed upon DCSD, under Internal Revenue Code Section 4980H(a) or (b); *provided* that DCSD will provide prompt notice to Service Provider of its receipt of any notice of assessment of penalty or taxes under Code Section 4980H and Service Provider will cooperate fully with DCSD in contesting such assessment and accepting responsibility for its assigned workers.

ARTICLE 9

RESPONSIBILITY FOR SERVICES

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

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

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

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

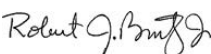
9.5 DCSD MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED.

ARTICLE 10

OWNERSHIP OF WORK PRODUCT

10.1 Any reports, recommendations, estimates, specifications, drawings, technical data, sketches, computer software, and all other information developed, created, procured or requested by the Service Provider in connection with its performance under this Service Agreement (the "Information") shall be the property of the DCSD. In entering into this Service Agreement, the Service Provider hereby transfers to the DCSD all 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 DCSD. This provision shall not act to transfer rights of DCSDs of standard software or specification packages for which copyright is retained by the developer.

Elliott Davis, LLC / 

COMPANY NAME/ CERTIFYING OFFICIAL SIGNATURE

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

ARTICLE 11

ACCOUNTING AND RECORDS

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

ARTICLE 12

COMPLIANCE WITH LAWS

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

ARTICLE 13

EQUAL EMPLOYMENT OPPORTUNITY

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

ARTICLE 14

CONTINGENCY FEES

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

ARTICLE 15

SUBCONTRACTORS

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

Elliott Davis, LLC / 
COMPANY NAME/ CERTIFYING OFFICIAL SIGNATURE

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

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

ARTICLE 16

SUCCESSORS AND ASSIGNS

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

ARTICLE 17

INSURANCE

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

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

17.3 The insurance requirements of this Service Agreement are:

Type of Insurance	Coverage Limits
Workers Compensation	\$1,000,000
Employer's Liability	\$1,000,000 annual aggregate
Comprehensive General Liability Including Contractual Liability, Bodily Injury and Property Damage	\$2,000,000 annual aggregate \$1,000,000 per occurrence
Comprehensive Auto Liability	\$3,000,000 per accident

Elliott Davis, LLC / 
 COMPANY NAME/ CERTIFYING OFFICIAL SIGNATURE

Bodily Injury and Property Damage
Covering Owned, Hired and Non-Owned Autos

Professional Liability

Umbrella or Excess Insurance \$5,000,000 annual aggregate

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

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

- (a) Certificates to contain policy number, policy limits, and policy expiration date of all policies issued in accordance with this Service Agreement;
- (b) Certificates to contain the project number, location of property, name of property and operations information to which the insurance applies;
- (c) Certificates are to be issued to:
DeKalb County School District
DeKalb County Board of Education
1701 Mountain Industrial Blvd.
Stone Mountain, GA 30083
Attention: Risk Management Department
- (d) Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least sixty (60) days prior written notice to the DCSD.
- (e) Service Provider shall be responsible and have the financial wherewithal to cover any deductibles or retentions included on the certificate of insurance.

ARTICLE 18

ILLEGAL IMMIGRATION REFORM AND ENFORCEMENT ACT OF 2011

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

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

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

Elliott Davis, LLC / 
COMPANY NAME/ CERTIFYING OFFICIAL SIGNATURE

ARTICLE 19**TERMINATION FOR CAUSE**

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

ARTICLE 20**INDEMNIFICATION**

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

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

ARTICLE 21**AGREEMENT ADMINISTRATION**

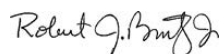
21.1 DCSD and the Service Provider have each appointed certain individuals whose names and phone numbers appear in Article 1 to be their respective representatives in the administration and performance of this Service Agreement. The DCSD's representative shall have no power or authority to change this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

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

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

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

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

Elliott Davis, LLC / 

COMPANY NAME/ CERTIFYING OFFICIAL SIGNATURE

ARTICLE 22**PUBLIC RECORDS**

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

ARTICLE 23**FORCE MAJEURE**

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

ARTICLE 24**CAPTIONS**

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

ARTICLE 25**ENTIRE SERVICE AGREEMENT**

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

ARTICLE 26**MISCELLANEOUS**

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

26.2 Any claim, dispute or other matter in question arising out of or related to this Service Agreement shall be subject to mediation as a condition precedent to the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Service Provider's services, the Service Provider may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation. The DCSD and Service Provider shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other Party to this Service Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a civil action but, in such event, mediation shall proceed in advance of legal or equitable proceedings, which may be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by Service Agreement of the parties or a court

Elliott Davis, LLC / 
COMPANY NAME/ CERTIFYING OFFICIAL SIGNATURE

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.

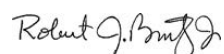
26.3 The exclusive venue for any civil action arising out of or related to this Service Agreement shall be in the federal, superior, or state courts of DeKalb County, Georgia. If any civil action is instituted to interpret, enforce or rescind this Service Agreement, the prevailing party in such lawsuit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

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

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

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

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

Elliott Davis, LLC / 

COMPANY NAME/ CERTIFYING OFFICIAL SIGNATURE

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

DCSD:

SERVICE PROVIDER:

DEKALB COUNTY SCHOOL DISTRICT

By: _____
[Signature]

By: _____ [SEAL]
[Signature]

Mrs. Cheryl Watson-Harris, Superintendent

Print Name: _____

Title: _____

1701 Mountain Industrial Blvd
Stone Mountain, GA 30083

Address

[Date of Execution]

[Date of Execution]

Elliott Davis, LLC / 

COMPANY NAME/ CERTIFYING OFFICIAL SIGNATURE

EXHIBIT "A"

DeKalb County School District RFP No. _____

For

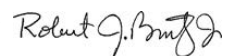
_____ Services

Elliott Davis, LLC / *Robert G. Brumby Jr.*

COMPANY NAME/ CERTIFYING OFFICIAL SIGNATURE

EXHIBIT "B"

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

Elliott Davis, LLC / 

COMPANY NAME/ CERTIFYING OFFICIAL SIGNATURE

EXHIBIT "C"

DeKalb County Board of Education Directive

Signed by the Superintendent and dated _____

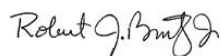
Elliott Davis, LLC / 
COMPANY NAME/ CERTIFYING OFFICIAL SIGNATURE

EXHIBIT "D"

Notice of Award Letter Dated _____

Elliott Davis, LLC / 

COMPANY NAME/ CERTIFYING OFFICIAL SIGNATURE

END OF EXHIBITS

Elliott Davis, LLC / 
COMPANY NAME/ CERTIFYING OFFICIAL SIGNATURE

ATTACHMENT I
RFP 23-539
Independent Third Party Review of Capital Programs

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.

Robert J. Brietz

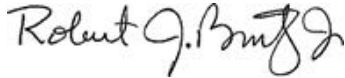
Printed Name/Engaging Authorized
Company Official

Practice Leader / Principal

Position/Title

Elliott Davis, LLC

Offeror's Company Name



Signature/Engaging Authorized
Company Official

jay.brietz@elliottdavis.com

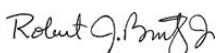
E-mail address

704.808.5247

Telephone Number

5/19/2022

Date

Elliott Davis, LLC / 

COMPANY NAME/ CERTIFYING OFFICIAL SIGNATURE

APPENDIX 1
RFP 23-539
Independent Third Party Review of Capital Programs

*Monthly Status Report for the Capital Improvement Program 2017-2022
for the Period Ending February 28, 2022*

*The Monthly Status Report for the Capital Improvement Program 2017-2022 for the
Period Ending February 28, 2022*, is uploaded as a separate file.

END OF RFP

Elliott Davis, LLC / *Robert G. Brink*

COMPANY NAME/ CERTIFYING OFFICIAL SIGNATURE

A PROPOSAL TO SERVE

DeKalb County School District
To Perform a Consultative Analysis of Capital Programs

RFP 23-539

Proposed on May 20, 2022



Table of Contents

Addenda	3-4
Certificates of Insurance	5-6
Company Financials and Annual Reports	7-8
Attachment A – Description of Qualifications and Experience	9
Attachment B – Cost Proposal Form	10
Attachment C – Critical Paragraphs	11
Attachment D – Offeror’s Client Reference Form	12-17
Attachment E – Statement of Confidentiality and Non-Disclosure	18
Attachment F – Suspension and Debarment Certification	19
Attachment G – Immigration & Security Certification	20-25
Attachment I – Signature Page	26
Our Understanding	27
Company Qualifications and Experience	28-31
Engagement Leaders	32-38
Project Methodology	40-47
Elliott Davis Operations	48-52
Cost Sheet	53-54
Added Value	55-59
Proposed Contract Amendments	60-62
Contact Details for Questions	63



1701 MOUNTAIN INDUSTRIAL BOULEVARD, STONE MOUNTAIN, GA 30083

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

April 29, 2022

TO: ALL OFFERORS UNDER RFP 23-539 INDEPENDENT THIRD PARTY REVIEW OF CAPITAL PROGRAMS

FROM: Procurement Department, DeKalb County School District

ADDENDUM NO. 1

RFP 23-539 Independent Third Party Review of Capital Programs, is hereby amended as follows:

- 1. The Proposal Submission Deadline is hereby extended until Tuesday, May 24, 2022.**
- 2. The Public Proposal Acknowledgment is hereby extended until Tuesday, May 24, 2022.**
- 3. Part 1.G, Format and Submission of Proposal. DELETE the paragraphs entitled “HAND DELIVERY SUBMISSION OF PROPOSALS” and “VIRTUAL PUBLIC ACKNOWLEDGMENT”. REPLACE with the following paragraphs:**

HAND DELIVERY SUBMISSION OF PROPOSALS: Prior to the submission deadline of Tuesday, May 24, 2022 at 2:00PM EST, an appointment must be scheduled with the Procurement Department by submitting an email request to solicitationquestions@dekalbschoolsga.org. Please enter “Proposal Submission Appointment – RFP 23-539 Independent Third Party Review of Capital Programs” in the subject line of your email. All appointments must be scheduled on a Monday, Tuesday, Thursday or Friday between 9:00AM-12:00PM Noon, before the May 24, 2022 proposal deadline. A confirmation of the appointment will be sent via email.

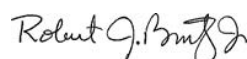
VIRTUAL PUBLIC ACKNOWLEDGMENT: The public acknowledgment will be held virtually through Microsoft Teams on Tuesday, May 24, 2022 at 3:00PM EST. Those who would like to attend the acknowledgement, please register no later than Monday, May 23, 2022 by 4:00PM EST, by sending an email to solicitationquestions@dekalbschoolsga.org. Please enter “Public Acknowledgement - RFP 23-539 Independent Third Party Review of Capital Programs” in the subject line of your email. An invitation will be sent to those participants no later than Tuesday, May 24, 2022 by 10:00AM EST.

4. Part 1.K, Questions and Answers. DELETE Paragraph K in its entirety. REPLACE with the following revised Paragraph K:

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 Monday, May 9, 2022.** Questions received after the deadline will not be considered. All questions received by 12 Noon, on May 9, 2022 will be answered in writing and both the questions and answers will be posted to the following website on or before Friday, May 13, 2022 at 4:30 PM. <https://dekalbschoolsga.ionwave.net/Login.aspx>.

5. All other conditions remain in full force and effect.
6. If a response has been submitted and anything in this Addendum causes the offeror to change the item offered or to increase or decrease the bid price, the new price and/or change(s) will be inserted below.
-
7. All offerors under RFP 23-539 Independent Third Party Review of Capital Programs, are kindly requested to acknowledge receipt of this Addendum by signing the page below and returning with your proposal.

Elliott Davis, LLC / 

COMPANY NAME/ CERTIFYING OFFICIAL SIGNATURE

Addendum No. 1 - RFP 23-539 Independent Third Party Review of Capital Programs



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/10/2022

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

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

PRODUCER Marsh & McLennan Agency, LLC Company 870 South Pleasantburg Drive Greenville SC 29607	CONTACT NAME: Jeri Whitaker PHONE (A/C No. Ext): 864-255-4520 E-MAIL ADDRESS: certificates@marshmma.com		FAX (A/C, No): 864-233-9291
	INSURER(S) AFFORDING COVERAGE		
INSURED Elliott Davis, LLC PO Box 6286 Greenville SC 29606	INSURER A : Hanover Insurance Company		NAIC # 22292
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES

CERTIFICATE NUMBER: 1541650965

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			ZZ6H53019000	3/10/2022	3/10/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			ZZ6H53019000	3/10/2022	3/10/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			UH6H53019000	3/10/2022	3/10/2023	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	W26H48185800	3/10/2022	3/10/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

FOR INFORMATIONAL PURPOSES ONLY

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

Company Financial Statements

As a private CPA firm, Elliott Davis does not share financial statements or company annual reports. However, please see our National Peer Review from Postlethwaite and Netterville, a professional accounting corporation.

Report on the Firm's System of Quality Control

To the Partners of Elliott Davis, LLC
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Elliott Davis, LLC (the firm) applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended May 31, 2020. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

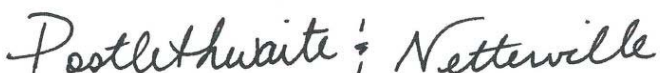
Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act; audits of employee benefit plans, audits performed under FDICIA, an audit of a broker-dealer, and examinations of service organizations [SOC 1 and SOC 2 engagements].

As part of our peer review, we considered reviews by regulatory entities as communicated to the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Elliott Davis, LLC applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended May 31, 2020, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Elliott Davis, LLC has received a peer review rating of *pass*.



Baton Rouge, Louisiana
January 21, 2021

Attachment A
RFP 23-539
Independent Third Party Review of Capital Programs

Description of Qualifications and Experience

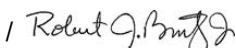
Provide detail information for the sections below. Submit copies of related certification certificates for each support technician proposed to work on this project. *Additional pages may be added as necessary.*

Company Qualifications and Experience

1. Provide a brief history of the company including the number of years in business; provide firm's qualifications and experience in handling contracts of similar scope in terms.
*Please see **Company Qualifications and Experience section, pages 28-31.***
2. Provide list of personnel that will be dedicated to performing the services to DCSD. The list of personnel must identify each individual by name, title, qualifications, certification, and experience in with independent third party reviews of capital programs.
*Please see **Engagement Leaders section, pages 32-39.***

Methodology and Operations

1. Provide your company's methodology to provide an independent third party review of DCSD capital programs, as outlined in the Scope of Work.
*Please see **Project Methodology section, pages 40-47.***
2. Provide your entity's list of equipment resources that will be dedicated to performing the services requested as outlined in the Scope of Work.
*Please see **Elliott Davis Operations section, pages 48-52.***
3. Provide your company's quality assurance/quality control process, and sample copies of previous review reports.
*Please see **Elliott Davis Operations section, pages 48-52.***

Elliott Davis, LLC / 

SUPPLIER NAME/ CERTIFYING OFFICIAL SIGNATURE

ATTACHMENT B
RFP 23-539
Independent Third Party Review of Capital Programs

Cost Proposal Form

The undersigned Offeror agrees to the following total firm fixed fee for independent third party review of DCSD Capital Programs as provided within this solicitation.

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

Total Firm Fixed Fee for Independent Third Party Review of DCSD Capital Programs

Sixty-three thousand Dollars) (\$ 63,000)

Elliott Davis, LLC

Entity Name

Robert J. Brietz

Principal

Authorized Entity Representative Name (please print)

Title

Robert J. Brietz

5/19/2022

Authorized Entity Representative Signature

Date

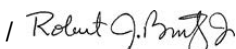
Elliott Davis, LLC / Robert J. Brietz
SUPPLIER NAME/ CERTIFYING OFFICIAL SIGNATURE

ATTACHMENT C
RFP 23-539
Independent Third Party Review of Capital Programs

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) R9 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) R9 Any news release or publicity pertaining to any phase of this RFP will be the responsibility of DCSD and must be cleared through the DCSD'S Chief Communications and Community Relations Officer.
- 3) R9 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) X Offerors to the RFP agree to fully indemnify DCSD as stated in the RFP, Part II, H, page 18.
X- please see proposed contract amendments. We cannot indemnify without risk of our professional liability insurance, which is required for this RFP.
- 5) R9 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) R9 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) R9 Offeror understands that this solicitation requires Board of Education Approval.

Elliott Davis, LLC / 

 SUPPLIER NAME/ CERTIFYING OFFICIAL SIGNATURE

**ATTACHMENT D
RFP 23-539
Independent Third Party Review of Capital Programs**

OFFEROR’S CLIENT REFERENCES
(Please copy this form and use one form per reference.)

Attach and label “Offeror’s Client References.”

Aiken County Public Schools

Company Name Providing Reference

1000 Brookhaven Drive Aiken, SC 29803

Address City/State/Zip

Tray Traxler

Name of Contact Person

803.641.2437

Telephone Number of Contact Person

ttraxler@acpsd.net

Email Address of Contact Person

2015 to present

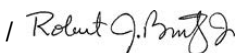
Date/Duration of Service Relationship

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

Time Period of Project or Contact February 2015 - Present

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.

Elliott Davis has performed Single Audit, Agreed-Upon Procedures, Tax Services, and other consultative review projects for the District since 2018.

Elliott Davis, LLC / 

SUPPLIER NAME/ CERTIFYING OFFICIAL SIGNATURE

**ATTACHMENT D
RFP 23-539
Independent Third Party Review of Capital Programs**

**OFFEROR’S CLIENT REFERENCES
(Please copy this form and use one form per reference.)**

Attach and label “Offeror’s Client References.”

Beaufort County School District

Company Name Providing Reference
PO Drawer 309 Beaufort, SC 29901

Address City/State/Zip

Tonya Crosby

Name of Contact Person
843.322.2397

Telephone Number of Contact Person
tonya.crosby@beaufort.k12.sc.us

Email Address of Contact Person
Since 2014

Date/Duration of Service Relationship

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

Time Period of Project or Contact September 2014 - December 2019

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.

Elliott Davis has performed Single Audit, Agreed-Upon Procedures, Tax Services, and other consultative review projects for the District since 2018.

Elliott Davis, LLC / 

SUPPLIER NAME/ CERTIFYING OFFICIAL SIGNATURE

**ATTACHMENT D
RFP 23-539
Independent Third Party Review of Capital Programs**

OFFEROR’S CLIENT REFERENCES
(Please copy this form and use one form per reference.)

Attach and label “Offeror’s Client References.”

Berkeley County School District
Company Name Providing Reference
107 E. Main Street Moncks Corner, SC 29461
Address City/State/Zip

Ashley Smith
Name of Contact Person
843.889.8763
Telephone Number of Contact Person

smithashley@bcsdschools.net
Email Address of Contact Person
Since 2017
Date/Duration of Service Relationship

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

Time Period of Project or Contact May 2017 - Present

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.

Elliott Davis has performed Single Audit, Agreed-Upon Procedures, Tax Services, and other consultative review projects for the District since 2017.

Elliott Davis, LLC / Robert G. Brumby
SUPPLIER NAME/ CERTIFYING OFFICIAL SIGNATURE

ATTACHMENT D
RFP 23-539
Independent Third Party Review of Capital Programs

OFFEROR’S CLIENT REFERENCES
(Please copy this form and use one form per reference.)

Attach and label “Offeror’s Client References.”

Colleton County School District

Company Name Providing Reference
213 N. Jeffries Blvd Walterboro, SC 29488

Address City/State/Zip

Ramona Barrett

Name of Contact Person

843.782.4510

Telephone Number of Contact Person

rbarrett@dorchester2.k12.sc.us

Email Address of Contact Person

Since 2014

Date/Duration of Service Relationship

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

Time Period of Project or Contact June 2014 to Present

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.

Elliott Davis has performed Single Audit, Agreed-Upon Procedures, Tax Services, and other consultative review projects for the District since 2018.

Elliott Davis, LLC / 

SUPPLIER NAME/ CERTIFYING OFFICIAL SIGNATURE

**ATTACHMENT D
RFP 23-539
Independent Third Party Review of Capital Programs**

**OFFEROR’S CLIENT REFERENCES
(Please copy this form and use one form per reference.)**

Attach and label “Offeror’s Client References.”

Dorchester School District Two

Company Name Providing Reference
201 Johnston Street St. George, SC 29477

Address City/State/Zip

Tina Meunier

Name of Contact Person

843.695.5315

Telephone Number of Contact Person

kmeunier@dorchester2.k12.sc.us

Email Address of Contact Person

Since 2019

Date/Duration of Service Relationship

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

Time Period of Project or Contact May 2019 - Present

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.

Elliott Davis has performed Single Audit, Agreed-Upon Procedures, Tax Services, and other consultative review projects for the District since 2019.

Elliott Davis, LLC / 

SUPPLIER NAME/ CERTIFYING OFFICIAL SIGNATURE

ATTACHMENT D
RFP 23-539
Independent Third Party Review of Capital Programs

OFFEROR’S CLIENT REFERENCES
(Please copy this form and use one form per reference.)

Attach and label “Offeror’s Client References.”

Charleston County School District

Company Name Providing Reference
75 Calhoun Street Charleston, SC 29401

Address City/State/Zip

Jacque Carlen

Name of Contact Person

843.743.2552

Telephone Number of Contact Person

jacquelyn_carlen@charleston.k12.sc.us

Email Address of Contact Person

Since 2020

Date/Duration of Service Relationship

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

Time Period of Project or Contact March 2020 - Present

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.

Elliott Davis has performed risk assessment, internal audit, and federal program review projects for the District since 2020.

Elliott Davis, LLC / 

SUPPLIER NAME/ CERTIFYING OFFICIAL SIGNATURE

ATTACHMENT E
RFP 23-539
Independent Third Party Review of Capital Programs

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.

Elliott Davis, LLC

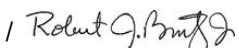
Offeror Company Name

Robert j. Brietz

Company Representative

5/19/2022

Date

Elliott Davis, LLC / 

SUPPLIER NAME/ CERTIFYING OFFICIAL SIGNATURE

ATTACHMENT F
RFP 23-539
Independent Third Party Review of Capital Programs

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: Elliott Davis, LLC / Robert G. Brumfiel **Date:** 5/19/2022
(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.

Elliott Davis, LLC / Robert G. Brumfiel
 SUPPLIER NAME/ CERTIFYING OFFICIAL SIGNATURE

ATTACHMENT G
RFP 23-539
Independent Third Party Review of Capital Programs

IMMIGRATION & SECURITY CERTIFICATION

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

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

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

or

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

or

(c) _____ (Initial here): Offeror is an individual who is licensed pursuant to Title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for services to be rendered by such individual and thus does not have to provide an affidavit.

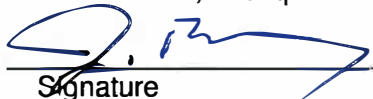
- 3) JD (Initial here) Offeror will not employ or contract with any subcontractor in connection with a covered contract unless the subcontractor is registered, authorized to use, and uses the federal work authorization program; and provides Offeror with all affidavits required by the Act and the rules and regulations issued by the Georgia Department of Labor as set forth at Rule 300-10-1-.01 et. seq.

Elliott Davis, LLC / Roland G. Smith Jr.

SUPPLIER NAME/ CERTIFYING OFFICIAL SIGNATURE

4) JD (Initial here) Offeror agrees that, if Offeror employs or contracts with any sub-contractor in connection with the covered contract under the Act and DOL Rules 300-10-1-.01, et seq that Offeror will secure from each sub -contractor at the time of the contract the sub-contractor's name and address, the employee-number applicable to the sub-contractor, the date the authorization to use the federal work authorization program was granted to sub-contractor; the subcontractor's attestation of the subcontractor's compliance with the Act and Georgia Department of Labor Rule 300-10-1-.01, et seq.; and the subcontractor's agreement not to contract with sub-subcontractors unless the sub-subcontractor is registered, authorized to use, and uses the federal work authorization program; and provides subcontractor with all affidavits required by the Act and the rules and regulations issued by the Georgia Department of Labor as set forth at Rule 300-10-1-.01 et. seq.

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

	5/19/2022
Signature	Date
1273555	2014
EEV/Basic Pilot Program User Identification Number	Date of Authorization

Firm Name: Elliott Davis, LLC

Street/Mailing Address: 355 S. Main Street, Ste 500

City, State, Zip Code: Greenville, SC 29601

Telephone Number: 864.250.3936

Email Address: jimmy.buddenberg@elliottdavis.com

SUBSCRIBED AND SWORN

BEFORE ME ON THIS THE

18th DAY OF May, 20 22


 Notary Public

My Commission Expires: 05/24/2024

Elliott Davis, LLC / Robert G. Burt Jr.
 SUPPLIER NAME/ CERTIFYING OFFICIAL SIGNATURE

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: 1273555

Date of Authorization: 2014


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 May, 18, 2022 in Greenville, SC
(city) (state)

Signature of Authorized Officer or Agent 
Printed Name and Title of Authorized Agent: Jimmy Buddenberg

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 18th DAY OF May, 2022.

Notary Public 
My Commission Expires: 05/24/2026

Elliott Davis, LLC / Robert G. Smith Jr.
SUPPLIER NAME/ CERTIFYING OFFICIAL SIGNATURE

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: 1273555
Date of Authorization: 2014
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 May, 18, 2022 in Greenville, SC
(city) (state)

Signature of Authorized Officer or Agent [Handwritten Signature]
Printed Name and Title of Authorized Agent: Jimmy Buddenberg

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 18th DAY OF May, 2022.

Notary Public [Handwritten Signature]
My Commission Expires: 05/24/2024

Elliott Davis, LLC / Robert J. Smith Jr.
SUPPLIER NAME/ CERTIFYING OFFICIAL SIGNATURE

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: 1273555
Date of Authorization: 2014
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 May, 18, 2022 in Greenville, SC
(city) (state)

Signature of Authorized Officer or Agent [Handwritten Signature]
Printed Name and Title of Authorized Agent: Jimmy Buddenberg

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 18th DAY OF May, 2022.

Notary Public [Handwritten Signature]
My Commission Expires: 05/24/2022

Elliott Davis, LLC / [Handwritten Signature]
SUPPLIER NAME/ CERTIFYING OFFICIAL SIGNATURE

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: 1273555
Date of Authorization: 2014
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 May 18, 2022 in Greenville, SC

Signature of Authorized Officer or Agent [Handwritten Signature]

Printed Name and Title of Authorized Agent: Jimmy Buddenberg

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 18th DAY OF May, 2022.

Notary Public [Handwritten Signature]

My Commission Expires: 05/24/2026

Elliott Davis, LLC / [Handwritten Signature]
SUPPLIER NAME/ CERTIFYING OFFICIAL SIGNATURE

ATTACHMENT I
RFP 23-539
Independent Third Party Review of Capital Programs

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.

Robert J. Brietz

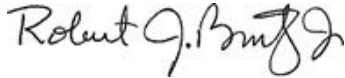
Printed Name/Engaging Authorized
Company Official

Practice Leader / Principal

Position/Title

Elliott Davis, LLC

Offeror's Company Name



Signature/Engaging Authorized
Company Official

jay.brietz@elliottdavis.com

E-mail address

704.808.5247

Telephone Number

5/19/2022

Date

Elliott Davis, LLC / 
 COMPANY NAME/ CERTIFYING OFFICIAL SIGNATURE

Our Understanding



Dear DeKalb County School District Leaders,

Elliott Davis, PLLC (“Elliott Davis”) understands the DeKalb County School District (the “District”) requires consultants to assist the District in assessing its SPLOST IV and V capital programs and its oversight of approved budgets and projects. You need a firm with the required resources, knowledge and responsiveness to provide top-quality consulting services in a timely manner. With Elliott Davis, you will work directly with experienced managers and shareholders who employ all necessary resources to meet your service expectations. This proposal addresses several key areas that you identified within the Request for Proposal (RFP) and provides an overview of our services designed specifically for your needs.

Elliott Davis has extensive experience with capital programs for school districts and other government entities. We have a team dedicated to performing similar capital program consulting services. As a result of this experience, we understand the services you have requested and the requirements necessary to perform your engagement with the highest quality with minimal interruptions to your staff and operations.

Very truly yours,

A handwritten signature in black ink that reads "Robert J. Brietz, Jr." with a stylized flourish at the end.

Robert J. Brietz, Jr., CPA, CIA

Principal and Digital Risk Services Practice Leader

Company Qualifications and Experience

Firm History

Founded in 1920, Elliott Davis is a team of nearly 800 trusted advisors based in thriving Greenville, South Carolina, with nine offices throughout the Southeast, including nearby Augusta, Georgia, ranking among the top forty accounting firms in the United States. We use our diverse experience to solve rapidly evolving and complex business issues. We provide comprehensive assurance, tax, and consulting solutions to diverse businesses, organizations, and individuals.

You need a firm with the required knowledge and responsiveness to provide timely, top-quality consulting services. With Elliott Davis, you'll work directly with experienced managers and shareholders who employ all the necessary resources to meet your service expectations. This proposal addresses several key areas identified by you and provides an overview of our services designed specifically to your needs.

One of many elements that separates our organization from others are our core values of Do the Right Thing, Service to Others, Mutual Respect, Always Getting Better, and Quality. These values are the heartbeat of our culture, and the glue that ties us together. The District can expect the following from our team:

Quality deliverables *really* matter to us

- No one on our team ever says something is “good enough”
- We perform multiple quality assurance checks on all of our deliverables – checking for technical integrity, clarity of language, copy editing, and formatting consistency

What we offer is what you receive

- We will not offer you senior personnel and provide someone else
- We will not reassign members of the project team when another one of our projects needs them
- We estimate our level of effort and our price honestly and accurately to the scope you have requested

Team Background

Our Digital Risk Services team has comprehensive experience in all areas of risk management, internal audit, and analyzing capital programs. This experience includes outsourced and co-sourced risk assessments, internal audits, risk management, and general consulting for school districts and other government entities.

There are many factors that distinguish our team from our competitors:

- The team has serviced **over 250 clients** across the country, including **several school districts**
- An extensive network of **public sector clients**
- A team that offers a **variety of solutions** beyond the scope of this engagement
- A team with **30+ certifications** to delivery high quality
- **50+** years of combined industry experience for the Key Personnel assigned to this engagement ready to bring thought leadership to the organization
- Experience ensuring a **smooth transition** for clients switching to Elliott Davis from an existing provider or internal resources

We recognize that future demands on the District will result in new risks and process complexities. Our experience with public sector entities, along with our commitment to providing a comprehensive portfolio of services suited to your needs, will enable us to fully render outstanding support.

Our Experience Runs Deep

By serving hundreds of school districts, universities, and other government entities across the United States, we can draw upon our experience to provide customers with insight into emerging issues and trends, as well as forward-looking advice to help position and prepare the District for the future.

- ✓ Engagements across **hundreds** of school districts and government clients
- ✓ Our service area is national in scope with clients across the country; however, we focus on the Southeast, specifically **Florida, Georgia, Kentucky, North Carolina, South Carolina, Tennessee, and Virginia**



Engagement Leaders

CINDY BRAMS, CPA

Government and Nonprofit Practice Leader



With over 30 years of experience, Cindy leads the firm's Government and Nonprofit practice, as well as the Charleston assurance practice. She has in-depth knowledge of financial statement reporting and capital program requirements for school districts and government entities, as well as experience assisting with operational issues that may impact those sectors. Cindy also works extensively serving higher education, charter school, and employee benefit plan clients.

Education, Credentials, and Special Training

Certified Public Accountant

B.A., Accounting, magna cum laude, University of Georgia

TIM GROW, CPA

Shareholder



Tim focuses on providing comprehensive assurance and management consulting services to a diverse client base in governmental and not-for-profit industry sectors. With more than 20 years of experience, he currently serves as the lead shareholder on multiple school district engagements. Tim serves as the Office Leader for Elliott Davis's Charleston office.

Education, Credentials, and Special Training

Certified Public Accountant

Masters of Accountancy, University of South Carolina

B.S., Accounting, University of South Carolina

JAY BRIETZ, CPA, CIA, CCSFP, CHQP

Digital Risk Principal



Jay has almost 30 years of finance and accounting experience with in-depth knowledge of all types of internal controls and process reviews, including outsourced internal audit, general IT controls, risk management, and SOC Reporting. Jay leads Elliott Davis' Digital Risk Services practice, which includes outsourced/co-sourced Internal Audit, IT Audit/SOX, SOC Reporting, and HITRUST. Jay has been focused on delivering internal controls and risk management projects for organizations in multiple industries for the past 20 years.

Education, Credentials, and Special Training

Certified Public Accountant

Certified Internal Auditor

Certified CSF Practitioner

M.S., Accounting, Appalachian State University

B.A., Economics and Speech Communication, University of North Carolina at Chapel Hill

AUSTIN MILLER, CPA, CISA, CITP

Risk and Internal Audit Service Leader



Austin's professional résumé includes nearly seven years of client-facing service and industry experience specializing in the practice of planning, executing and managing business process risk and controls assessments; including risk assessment, internal audit, SOX engagements, and consultative analysis engagements.

Austin also has experience performing internal audits and consultative analyses for school districts and other government entities, including several SPLOST engagements.

Systems and Frameworks Experience

ERP/Applications: Munis, Banner, SAP, Oracle

Frameworks: AICPA GAQC, GAGAS, COBIT, COSO, HITRUST, and PCAOB AS-5

Education, Credentials, and Special Training

CPA, State of North Carolina; Certified Information Systems Auditor;

B.S., Accounting, cum laude, Miami University

KIM DAVIS, CPA

Senior Manager



With nearly ten years of public accounting experience, Kim provides comprehensive assurance and consulting services to a diverse client base of various sizes, specializing in the not-for-profit, and governmental industries. Additionally, she has experience working with school districts to perform Single Audits and consultative capital programs engagements.

Education, Credentials, and Special Training

Certified Public Accountant, South Carolina Association of Certified Public Accountants

B.A., Accounting, summa cum laude, Ball State University

EMILY TEMPLE, CPA

Manager



Emily has more than 15 years of experience in governmental accounting for local governments and school districts across the southeastern United States. She has almost ten years of finance leadership experience at multiple school districts, including more than five years of CFO experience at two South Carolina-based school districts. Her experience includes District-wide budgeting, federal program monitoring, and leading risk assessments and internal audits.

Emily joined the Elliott Davis team to help facilitate improvements and add value across multiple school districts throughout the country.

Education, Credentials, and Special Training

Certified Public Accountant, AICPA

B.S., Business Administration, Lander University

Capacity for Performance

We have developed a comprehensive program for staff recruitment, development, and retention that is continuously monitored for improvement. Our very positive reputation and our impressive client base allow us to be successful in hiring the graduates we want and retaining these graduates throughout their careers. We believe that our people are more motivated and enjoy a greater degree of job satisfaction than the average in our profession, which is something our clients notice and benefit from.

Elliott Davis makes a concerted effort to maintain continuity of the staff assigned to engagements. The firm assigns shareholders, senior managers, and managers to an engagement in expectation that they will remain with the engagement for the long term. With a retention rate much higher than the industry average, resulting from a variety of people initiatives, we are able to make this commitment. Our commitment will include a high level of involvement from the shareholders and managers assigned to the engagement. This commitment to use experienced senior members of our firm helps provide higher quality services.

Project Methodology

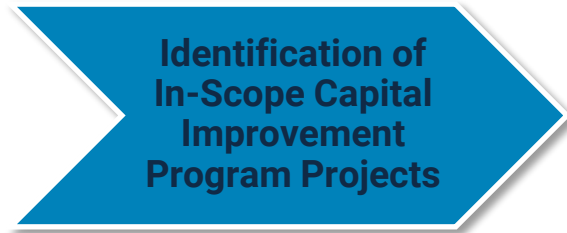
Capital Programs Analysis Process

Our approach to completing a capital programs analysis is designed to minimize the impact on your resources and increase the effectiveness of the overall engagement and is performed in five primary phases.



- Using this approach, Elliott Davis has successfully helped dozens of clients evaluate their capital programs. The engagement principals and managers will be heavily involved in the process from planning through report issuance.
- Our team will create a detailed timetable and related procedures to include responsible parties to have information available when engagement work is scheduled to be performed.
- We limit our scope to the projects and activities that are material to the District and/or add value to the District. Unnecessary expansion of project scope can result in increased complexity, higher cost, and less meaningful reporting.

Phase 1 Overview



It is important to note that not every school district has the same investment priorities and/or materiality thresholds; In this initial phase, Elliott Davis:

- Works with management to ensure the scope of the analysis covers the appropriate projects
- Ensures the scope of the analysis is satisfactory for management and the DeKalb County Board of Education (the Board)
- Ensure that all procedures are coordinated with management and staff to ensure deadlines met and expectations for high quality are maintained

This is accomplished through meetings with the organization and inspection of existing Capital Improvement Program Plans and status reports.

Phase 2 Overview



Based on the results from the planning and scope determination phase, Elliott Davis will:

- Develop engagement plan with clearly defined roles, expectations, and delivery due dates
- Conduct walkthrough interviews of key stakeholders that have responsibilities for the in-scope projects
- Deliver detailed document request list to prepare for performance of engagement
- Provide detailed timeline and related procedures of responsible parties

Phase 3 Overview



During this phase, Elliott Davis will:

- Identify all contracts related to the in-scope projects identified in Phase 1
- Inspect the bidding and selection process for the in-scope projects
- Inspect the initial contracts and any subsequent amendments to determine whether contract language was consistent with approved project details outlined in the Capital Improvement Program document
 - Additionally, we will provide comments and observations on any contracts that we identify as inconsistent with best practices in the industry
- Perform high-level analysis of accounting records/reports for consistency with contract terms

Phase 4 Overview



In this phase, Elliott Davis will:

- Compare in-scope project plans and timelines provided by the District to contracts and approved Capital Improvement Program authorization and SPLOST referendums
- Inspect any project changes/amendments for consistency with written District policies and procedures on communication and approval
- Inspect any work plan revisions and recovery schedules
- For completed projects, perform walkthrough interviews and/or inspection of end products to determine adherence to the contracts and approved Capital Improvement Program projects

Phase 5 Overview



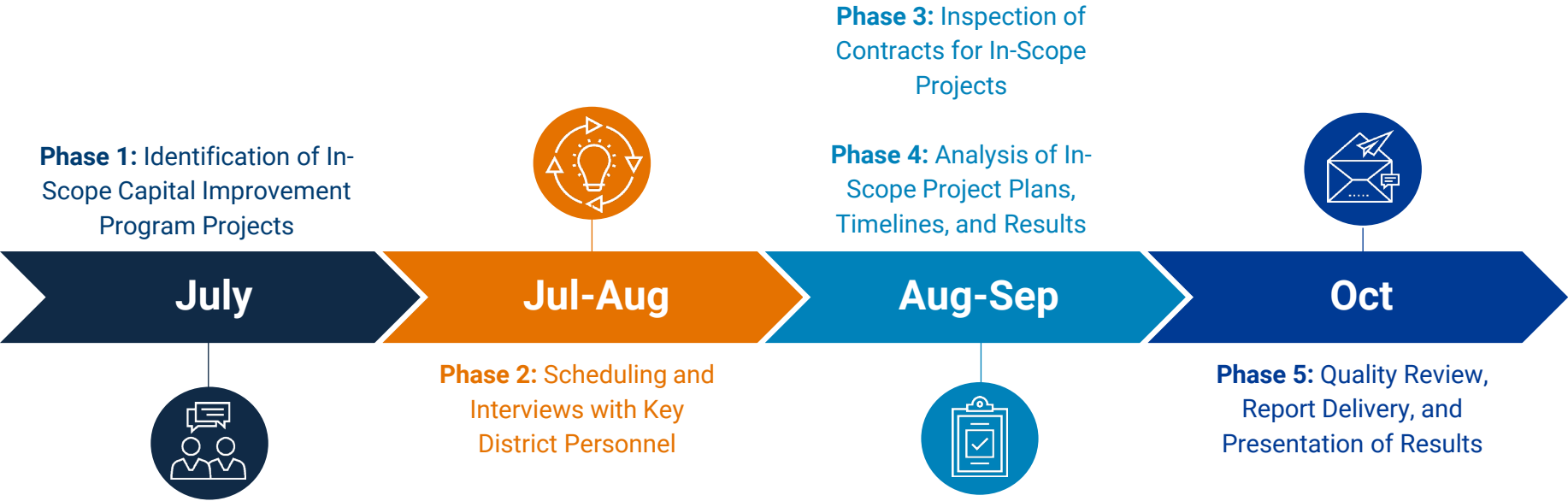
In this final phase, Elliott Davis will:

- Discuss comments and observations verbally with management
- Perform the following required internal reviews:
 - All work papers are reviewed by a professional at least one level higher than the individual who performed work
 - Report draft internally reviewed by engagement shareholder and cold review shareholder after undergoing thorough proofing procedures by the engagement manager
- Deliver a draft consulting report of comments and observations for management's review

Upon completion of our procedures, Elliott Davis will prepare and provide a draft consulting report to management for final input. Once the draft is delivered, management will have sufficient opportunity to review and discuss any comments and observations in the draft report before a final report is issued. Once all input is received from management, the final report is issued, and a closeout meeting will be scheduled to present the results and discuss the findings/recommendations with management and the Board.

Estimated Timeline

The below timeline is an estimate based on previous engagements of similar scope. Many factors can impact the timeline, including the District's responsiveness and capacity to assist in walkthroughs and documentation efforts.



Elliott Davis Operations

Elliott Davis's Utilization of Technology

Elliott Davis is committed to using computer-assisted techniques when their usage promotes more efficient and effective analyses. We leverage all available technology while working “in the field” so our consultants may share information and research tools. All of our consultants stay abreast of current technology trends and Elliott Davis supports this effort with continuing education and training related to the utilization of current technology.

The Elliott Davis team is familiar with several leading internal audit and consultative engagement tools. Internally, our teams utilize a document repository tool called Caseware. Within Caseware, our consulting teams have built custom work programs that the engagement team will be able to leverage during this engagement. Our team utilizes SmartSheets to help manage workflows and engagement status and Suralink as a secure document upload portal. Suralink utilizes Secure Socket Layer (SSL) encryption for data during transmission and AES 256-bit encryption once on the Suralink server.

Additionally, quarterly third-party penetration testing is conducted on Elliott Davis's network and internal Elliott Davis teams conduct monthly vulnerability testing. Elliott Davis's information security policies were developed using safeguard best practices and guidelines from multiple industry leading frameworks, including AICPA privacy standards, ISO, NIST, HIPAA, GLBA, IRS and PCI-DSS.

Measures of Client Satisfaction

At Elliott Davis, we know that we must measure and improve our performance on an ongoing basis. That's why we conduct a client satisfaction survey on a routine basis to determine the degree to which we are successful in meeting and exceeding client's requirements through our services, relationships and processes.

The Net Promoter Score methodology is a metric-based score based on a client's likelihood to recommend us to others, correlating to a client's level of loyalty. The accounting industry average NPS is 31 percent and for three consecutive years, Elliott Davis has outpaced the accounting industry and is considered "World Class" with a rating of 70 percent.

In the surveys we have conducted we learned clients agreed that Elliott Davis engagement teams are highly skilled, easy to work with and maintain the highest standards of ethics. Clients value our high-quality work, our thorough understanding of their needs and our proactivity in our approach to understanding their business and helping them.

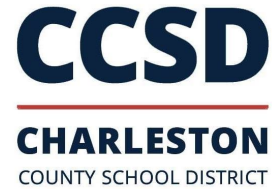
Quality Control Process

Elliott Davis's Professional Practice Groups routinely monitor our processes and products for adherence to our Quality Control documents. We are required to maintain quality control standards to meet requirements set by the AICPA, the Government Accountability Office, the Public Company Accounting Oversight Board (PCAOB), Internal Revenue Service and other standard setting organizations. Integrity and objectivity are critical to our professionalism and are a substantial portion of our services' value to our clients and others who depend on our work. Our quality control standards include:

- Leadership responsibilities for quality within the firm
- Relevant ethical requirements
- Acceptance and continuance of client relationships and specific engagements
- Human resources
- Engagement performance
- Monitoring

The adequacy of the firm's quality assurance system is independently evaluated every three years through a peer review conducted under the auspices of the AICPA National Peer Review Committee.

Sample of Our Government Clients



Dorchester School District Two
Leading the Way: Every Student, Every Day



Cost Sheet

Cost Sheet

Our pricing is dependent upon the information provided within the RFP and any corresponding amendments. The scope and depth of analysis may be negotiated prior to contracting at a fixed, blended rate of **\$185/hour***.

Scope of Work	Hours	Pricing**
Planning and Scheduling	20	\$3,700
Fieldwork (32 hours per analysis year for 2017 – 2021 plus 8 hours for partial year 2022)	168	\$31,080
Report Development, Delivery, and Presentation	60	\$11,100
Total	248	\$45,880

Pricing is an estimate based on the number of hours needed to complete the work at a blended rate of **\$185/hour utilizing the knowledge gained from prior experience and the anticipated scope of the analysis. The scope of the analysis may be increased/decreased based on discussions with management and the number of audits conducted annually. **Fees include all travel time and additional expenses required to fulfill the engagement needs for the District.***

***Payment terms are based upon completion of each of the phases and will be billed monthly unless alternative payment terms are agreed upon.*

Added Value

Innovate. Transform. Optimize.

Consulting and Advisory



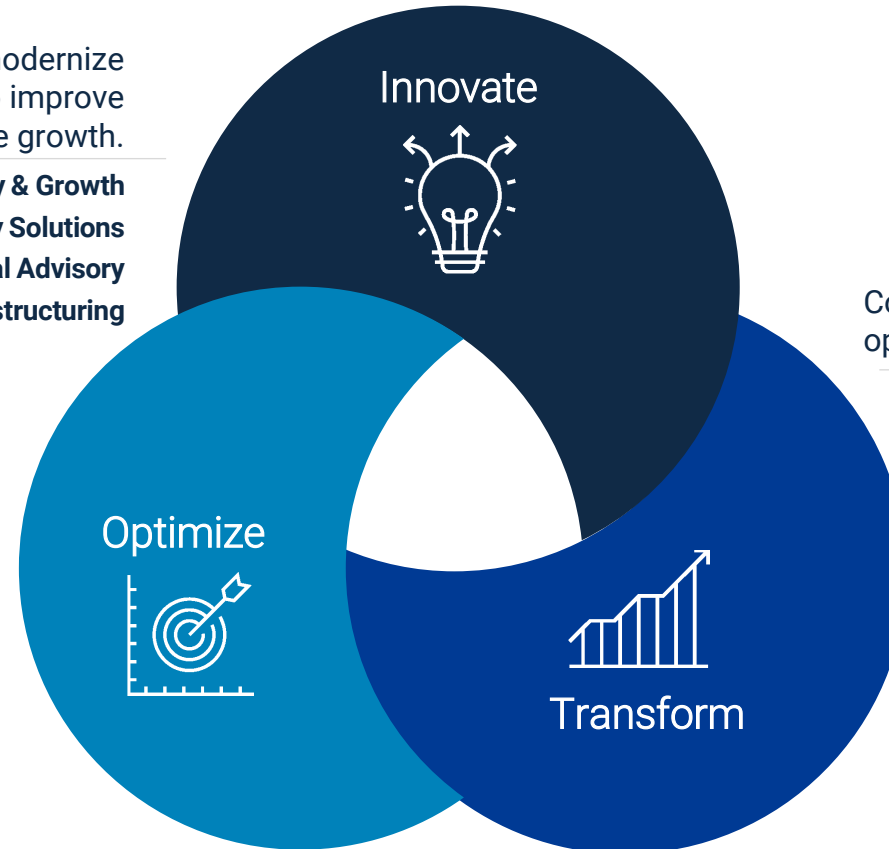
Elliott Davis' approach and practical industry knowledge helps clients **innovate** to improve operations and grow; **transform** to turn risks into opportunities; and **optimize** investments and resources to enhance business value.

Innovate your business model, modernize technology, and create best processes to improve operations and drive growth.

Strategy & Growth
Business Systems & Technology Solutions
Financial Advisory
Turnaround & Restructuring

Optimize your investments, align resources and improve efficiencies to maximize the value of your organization.

Transaction Advisory
Operational Excellence
Business Valuation



Constantly **transform** to turn risk and compliance into opportunities and conquer business challenges.

Cybersecurity & Data Privacy
Governance, Risk & Compliance
Fraud & Forensics
Litigation Support
SOC Reporting

What do you want to accomplish?

Achieve

operational excellence & accelerate business growth.

- Enhance business systems technology ecosystem
- Optimize performance of people, processes, & technology resources
- Improve efficiency & performance of all business systems & related services
- Ensure team members are in position to best position leverage their talents
- Facilitate collaboration & improve cross-discipline workflow



Protect

the sustainability of the enterprise.

- Reduce cybersecurity and data privacy risks
- Validate network & security designs
- Certify all products and vendor selections are equally protected from vulnerabilities
- Ensure systems & applications are properly implemented & maintained
- Assess threats and relevant metrics related to regulatory compliance



Ensure

internal controls are maximized and exposures minimized.

- Develop holistic governance & risk management standards and procedures
- Ensure data is accurately processed & properly reported
- Identify and prioritize current or potential risks
- Protect all sensitive materials, data and information



Services to Accomplish Your Goals

Achieve



Business Systems & Consulting

- Business Systems Evaluation, Selection, Integration & Implementation
- Technology Training, Conversions & Upgrades
- Process & Efficiency Assessments
- Customized Internal Reporting
- Profit Center Tracking

Protect



Digital Operations & Cybersecurity

- Cybersecurity Assessment & Training
- Vulnerability & Penetration Testing
- IT Architecture & Systems Review
- PCI Compliance
- Data Privacy

Ensure

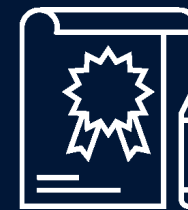


Risk & IT Assurance

- HIPAA and HITRUST Regulatory Compliance
- IT Internal Audit Assessments
- Enterprise Risk Management
- Corporate Governance
- SOC Reporting



420
YEARS COMBINED
EXPERIENCE



85
CERTIFICATIONS
TO DELIVER
HIGH QUALITY



30
TEAM MEMBERS
STRONG

CUSTOMERS SERVED

800



1500

ENGAGEMENTS

Proposed Contract Amendments

Proposed Contract Amendments

By submitting this proposal response, Elliott Davis does not express complete agreement with your proposed terms and conditions. Elliott Davis is a Certified Public Accounting (CPA) firm governed by AICPA standards and subject to rules and regulations from various oversight entities; therefore, we are required to comply with certain requirements that may not directly align with your proposed terms and conditions. However, if we are selected to be awarded this contract, we will negotiate final terms and conditions in a responsive and mutually respectful manner. Below are the articles that will require negotiation:

Article 7 – Cancellation or Termination by DCSD

Inclusion of termination rights for Elliott Davis:

The District may terminate any Engagement Letter at any time by written notice to Elliott Davis. Subject to any restrictions imposed by applicable ethical rules, Elliott Davis may terminate an Engagement Letter at any time upon written notice to the District. Termination for any reason will not affect the District's obligation to pay Elliott Davis for fees and expenses incurred prior to termination or in transferring files to and otherwise cooperating with any successor consultant or advisor.

Proposed Contract Amendments, cont.

Article 9 – Responsibility for Services

Update to align with the AICPA's Standards:

Elliott Davis will perform the services in accordance with the Standards for Consulting Services established by the American Institute of Certified Public Accountants. Elliott Davis' services do not constitute an audit, review, or compilation of the information provided and will not include a detailed examination of all transactions originated by the District. Additionally, Elliott Davis' services are not designed to, and cannot be relied upon to, take the place of management's efforts to, discover errors, omissions, negligence, irregularities, or illegal acts, including fraud or defalcations that may exist. Furthermore, the services are not designed to provide assurance on internal control or to identify all significant deficiencies or material weaknesses. However, Elliott Davis will inform the District of any such matters that come to Elliott Davis' attention.

Article 10 – Ownership of Work Product and Article 11 – Accounting and Records

Update to align with the AICPA's Standards:

The reports issued are the property of the District. Elliott Davis will retain copies of all reports and workpapers for a period of seven years, in the office in which the report is issued, and these documents and workpapers will be made available to authorized employees of the District and its regulatory authorities upon request. Access to these documents and workpapers will be provided within three business days of request. Requests for copies of workpapers will be considered for an additional copying charge.

Article 20 – Indemnification

Update to align with the AICPA's Standards:

Elliott Davis' cannot indemnify a client as it may jeopardize our Firm's professional liability insurance, which is required for this RFP. We have a professional liability policy for the protection of our Firm and customers.

Please reach out with
questions.

Jay.Brietz@elliottdavis.com

704.808.5247

Austin.Miller@elliottdavis.com

980.201.3174