



DeKalb County Board of Education
 Operations Division
 Sam A. Moss Service Center
 1780 Montreal Road
 Tucker, GA 30084-6705

Request for Proposals (RFP) No. 22-752-025

For

PROGRAM MANAGEMENT SERVICES

Owner: DeKalb County Board of Education (the "Board")
 Design and Construction Department
 Sam A. Moss Service Center
 1780 Montreal Road
 Tucker, GA 30084-6705

Solicitation Timeline Summary (dates are subject to change)

EVENT	DATE(S)	TIME	LOCATION
Solicitation Opens	March 3, 2022	2:00 PM	http://www.dekalbschoolsga.lonwave.net and www.demandstar.com
Virtual Mandatory Pre-Proposal Conference	March 15, 2022	10:00 AM	Via ZOOM
Site Visits	Not Applicable	N/A	Not Applicable
Final Questions Due	March 23, 2022	2:00 PM	dcsd-op-bidquestion@dekalbschoolsga.org
Final Addendum	March 30, 2022	2:00 PM	http://www.dekalbschoolsga.lonwave.net and www.demandstar.com
Proposal Due Date & Time	April 12, 2022	2:00 PM	Proposals must be submitted electronically via https://dekalbschoolsga.ionwave.net
Public Acknowledgement	April 14, 2022		Public Acknowledgement of RFP will be posted on http://www.dekalbschoolsga.lonwave.net and www.demandstar.com
Selection Committee Evaluation	April 18 – 22, 2022		
Interviews	April 28 – 29, 2022		
Anticipated Board Review and Approval	June 6, 2022		
Anticipated Notice of Award	June 9, 2022		
Anticipated Notice to Proceed	July 2022		

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Owner's Standard Forms:

- Attachment A: Checklist and Certification (2 pages)
- Attachment B1: Corporate Certificate (1 page)
- Attachment B2: Partnership Certificates (1 page)
- Attachment B3: Entity Certificate (1 page)
- Attachment C: Subcontractor Listing (1 page)
- Attachment D: Offeror's and Individuals' Affidavit of NonCollusion (2 pages)
- Attachment E: Conflict of Interest Disclosure Form (2 pages)
- Attachment F: Consent to Release Information Form (1 page)
- Attachment G: Not Applicable
- Attachment H: Suspension and Debarment Certification (1 page)
- Attachment I: Program Manager Price Proposal Form (5 pages)
- Attachment J: Immigration and Security Certification (2 pages)
- Attachment K: No Submittal Response Form (1 page)

Owner's Appendices:

- Appendix A: Owner's Criteria and Narrative Scope (6 pages)
- Appendix E: Master Agreement for Program Management Services (33 pages)
- Appendix F: Subcontractor Affidavit of Non Collusion (1 page)

Owner's Exhibits:

- Exhibit A: Program Management Services Evaluation Form (1 page)
- Exhibit B: Proposed SPLOST VI 2022-2027 Project List (1 page)
- Exhibit C: Remaining SPLOST V Project List (3 pages)
- Exhibit D: SPLOST VI – Anticipated Cash Flow Analysis (5 pages)

I.

ADVERTISEMENT FOR SEALED PROPOSALS PROGRAM MANAGEMENT SERVICES

Proposals will be received electronically on the DeKalb County School District (“Owner”) website at <https://dekalbschoolsga.ionwave.net> until **2:00 p.m. local time on Thursday, April 12, 2022** for RFP No. **22-752-025, Program Management Services**. The Owner shall not consider late proposals.

SCOPE OF SERVICES

The DeKalb County School District is seeking proposals from qualified firms who have experience in providing high quality and cost effective methods to manage, operate and provide Program Management Services in a K-12 education setting.

Request for Proposal (“RFP”) documents will be available **Thursday, March 3, 2022**, and may be obtained from the DeKalb County Board of Education website at <https://dekalbschoolsga.ionwave.net>.

VIRTUAL MANDATORY PRE-PROPOSAL CONFERENCE

A **virtual mandatory** Pre-Proposal Conference will be held via ZOOM at **10:00 a.m. local time on Tuesday, March 15, 2022**. Prospective bidders must provide the following information by **5:00 PM, EST on Monday, March 14, 2022**:

1. Individual Name and Title
2. Company Name
3. Telephone Number
4. Email Address

This information must be sent to dcsd-op-solicitation@dekalbschoolsga.org. A meeting link will be sent to all those providing the above information no later than **9:30 AM, EST on Tuesday, March 15, 2022**.

SCHEDULE FOR SELECTION (dates are subject to change)

Virtual Mandatory Pre-Proposal Conference*	March 15, 2022 @10:00 am
Final Questions Due	March 23, 2022 not later than 2:00 pm
Final Addendum Issued (if necessary)	March 30, 2022 not later than 2:00 pm
Proposals Due	April 12, 2022 not later than 2:00 pm
Public Acknowledgement	April 14, 2022 not later than 5:00 pm
Anticipated Board Review and Approval	June 6, 2022

OPEN TO PUBLIC ATTENDANCE

Meeting will be held via ZOOM. Please refer “Virtual Mandatory Pre-Proposal Conference” for instructions to receive meeting link.

Except as expressly provided in, or permitted by, the Proposal Documents, from the date of issuance of the RFP until final Owner action of approval of contract award, the Contractor submitting a Proposal shall not initiate any communication or discussion concerning the Project, the RFP or the Contractor’s Proposal or any part thereof with any employee, agent, or representative of the Owner. Any violation of this restriction may result in the rejection of the Contractor’s Proposal.

The Owner reserves the right to reject any or all proposals, and to waive technicalities and informalities.

II. DEFINITION OF TERMS

Addendum - Written or graphic instruments issued prior to the date for opening of proposals, which modify or interpret the Proposal Documents by additions, deletions, corrections or clarifications.

Collusion - A secret agreement among bidders/offerors to circumvent laws and regulation when submitting bids and offers in an attempt to win contracts by illegal means or methods.

Contract - A formal written agreement between the owner and a vendor for providing goods and services.

DCSD – For the purposes of this proposal, DCSD shall mean “DeKalb County School District” and “The District”.

Lobbying – Lobbying is defined as any action taken by an individual, respondent, association, joint venture, partnership, corporation, and all other groups who seek to influence the decision of a Board Member or District Personnel, as it relates to formal solicitations.

Notice of Award – The written notice of the acceptance of the Proposal from DCSD to the awarded respondent.

Notice to Proceed – The written notice issued by DCSD to the awarded respondent authorizing them to proceed with the work and establishing the date of commencement of the contract time.

Owner – For the purposes of this proposal, Owner shall mean DeKalb County Board of Education.

Proposal – An executed offer submitted by a Respondent in response to a request for proposals and intended to be used as a basis for negotiations of a contract.

Request for Proposals (RFP) – The solicitation for services, including all supporting documents and attachments, used to obtain statements of qualifications from contractors or consultants and which provides for negotiation of all terms of the proposal, including price, prior to award.

Respondent – For the purposes of this proposal, any person, respondent, corporation or agency submitting a response to this Request for Proposal or their duly authorized representative. The word Respondent, proposer or offeror may be used interchangeably within the Request for Proposal.

Responsible Respondent – Respondent who has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance.

Responsive Respondent – Respondent that has submitted a proposal that conforms in all material respects to the solicitation.

Scope of Work – Includes the Work, as the term herein defined, as well as the responsibility of the performing and complying with all incidental matters pertaining thereto, as set out in the Contract Documents.

Specifications – A description of what the Owner seeks to buy and what a Proposer must be responsive to in order to be considered for an award of a contract.

III. BACKGROUND

DeKalb County School District currently enrolls about 101,800 students (October 2014) in 137 schools/programs: 104 neighborhood schools, 23 choice and specialty schools/programs (magnet, theme, special needs, etc.), and 10 DCSD-sponsored charter schools (that are operated by others). The District owns 159 facilities: 127 school facilities, 5 support facilities, 5 stadiums, 14 vacant facilities or sites, and 8 properties leased to charter schools or other organizations. With over 15 million square feet, and 13,400 employees, DeKalb is the third largest system in the State of Georgia (in terms of students), but has the most number of school facilities in the State.

IV. PURPOSE

The purpose of this Request for Proposal (RFP) is to solicit proposals for the purposes of entering into a contract with a qualified Program Manager (PM), authorized to do business in the State of Georgia, with experience in construction program management services (the "Services") for K-12 educational facilities, and to act on the DeKalb County School District's (the "Owner") behalf for delivery of its Capital Improvement Program ("CIP") composed of multiple site modifications, renovations, additions and new construction projects (the "Owner's Projects"). A copy of the CIP Summary and more detailed information regarding the CIP can be obtained on the Owner's website at www.dekalbschoolsga.org/e-splost/.

The Program Manager will also be required to manage and complete any projects remaining from the E-SPLOST V Program. **(See Exhibit C).**

Most facilities were constructed in the 1950's and 1960's. Almost all facilities have had some form of renovations, repairs, or additions over the years.

Since 1997, the Owner has utilized Education SPLOST (Special Purpose Local Option Sales Tax) funds as the primary funding source for its capital improvement programs. On May 24, 2016, the DeKalb County voters approved the Owner's fifth E-SPLOST program. It is anticipated that approximately \$700 million will be available to fund the District's 2022-2027 Capital Improvement Program through the utilization of the approved SPLOST funds, in conjunction with the State of Georgia's Capital Outlay Program.

Over the years, the Owner has utilized a PM and Supplemental Project Management Firms to support the management of the Owner's capital improvement programs. The current, existing Program Management Services Agreement will expire September 30, 2022. The new PM Service Agreement will be for an initial one-year term with four (4) one-year options to renew subject to Board approval on a year-to-year basis. The Owner will hold all design and construction contracts. The PM will be an integral member of the capital improvement team, and therefore all full time staff members of the PM working for the Owner will operate under the Design and Construction Department located at the Sam A. Moss Service Center in Tucker, Georgia.

Services shall include, but not be limited to, those listed in the scope of work and specifications. The specification and scope of work listed and described in the body of this Request for Proposals (RFP) establishes the minimum requirements for a Program Manager. It is the intent of the District to award this contract to the most responsive and responsible offeror.

V. COMMUNICATIONS WITH DCSD STAFF

The assigned contact persons for this RFP are Belinda Quillet, Procurement Manager and Angela Arlene-Myrick, Procurement Specialist, for the Operations Division. Mrs. Quillet can be reached at 678-676-1373 or by email at belinda_quillet@dekalbschoolsga.org. Mrs. Myrick can be reached at (678) 676-1554 or by email

at angela_arlene-myrick@dekalbschoolsga.org. Prospective Respondents must limit their contact regarding this RFP to the assigned contact persons.

VI. PROHIBITED CONTACTS

Except with the consent of the proposal contact person, all proposers, including any persons affiliated with or in any way related to proposer, are strictly prohibited for 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 DeKalb County School District shall be in writing, in appropriate circumstances or cases, as directed by the contact person above. Except as expressly provided in, or permitted by, the RFP documents, from the date of issuance of the Request for Proposals until final DeKalb County Board of Education action of approval of contract award, the proposer submitting a bid shall not initiate any communication or discussion concerning this procurement with any employee, agent, representative or member of the Board of Education for DeKalb County School District. 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. Any violation of this restriction may result in the rejection of the proposal response.

VII. QUESTIONS AND ANSWERS

It is intended that this proposal be adequate for any vendor to respond the DeKalb County School District requirements. However, should proposers have questions, all questions should be submitted electronically via email to the Procurement Manager at dcsd-op-bidquestion@dekalbschoolsga.org. **Questions submitted to any other mail box, voice mail or email address will not be considered for response.** The deadline for receipt of vendor questions is **Wednesday, March 23, 2022 at 2:00 p.m.** Questions received after the deadline time will not be considered. Questions received by the deadline time will be answered in writing and posted to the website <http://www.dekalbschoolsga.ionwave.net> no later than **Wednesday, March 30, 2022 at 2:00 p.m.** No response other than written, by the Procurement Manager, will be binding upon DCSD.

VIII. GENERAL TERMS AND CONDITIONS

A. **Respondent Performance**

The successful Respondent is required to perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of this RFP document and any negotiated contract(s). Failure of the Respondent to fully perform these obligations may result in cancellation of the award and contract.

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

B. **Addendums**

All addendums related to this solicitation will be posted on the DCSD website at <https://dekalbschoolsga.ionwave.net>. It is the offeror's responsibility to check the DCSD website for any addendums, responses to offeror questions or other communications related to this solicitation.

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

G. Insurance

A Certificate of Insurance and/or ACORD form is required with solicitation submittal. **Provision of Certificate of Insurance is a mandatory requirement (include with Required Forms).** 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 five (5) business days of request for insurance documentation complete with the following requirements. In the event the awarded Respondent cannot produce insurance coverage acceptable to the DCSD within the time provided, DCSD reserves the right to award this solicitation to the next highest ranked offeror.

- 1) The 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 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:
- 2) The insurance requirements of this Contract are:

Type of Insurance	Coverage Limits
Worker's Compensation	Statutory
Employer's Liability	\$1,000,000 annual aggregate
Comprehensive General Liability Including Contractual Liability	\$2,000,000 annual aggregate \$1,000,000 per occurrence
Bodily Injury, sickness or disease, death and Property Damage	
Comprehensive General Liability Bodily Injury and Property Damage Covering Owned, Hired and Non-Owned Autos	\$2,000,000 annual aggregate \$1,000,000 per occurrence

Professional Errors and Omissions	\$3,000,000.00 per occurrence
Excess/Umbrella Liability	\$5,000,000 per occurrence

The Offeror waives all rights, including rights of subrogation, against the Owner and its respective directors, officers, partners, Board Members, officials, agents, insurers, subcontractors, consultants and employees for damages covered by any type of insurance during and after the completion of the Work. **The DeKalb County School District and The DeKalb County Board of Education** shall be included as an additional insured on the coverages specified in subparagraphs G.1. and G.2. above, and shall be indicated as such on certificates of insurance required herein.

These certificates shall contain a provision that coverages afforded under the policies will not be canceled, changed or allowed to expire until sixty (60) days after the Owner has received written notice evidence by return receipt of registered letter.

H. Indemnification

The 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” through out this RFP) from an 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, representative, or their employees, agents, or representatives in connection with or incidental to offeror’s performance of the agreed-upon service regardless of whether such liability, claim, damage, loss, cost or expense is caused by an Indemnitee.

The Offeror shall also indemnify, defend, and hold harmless the Indemnitees from any and all cost, expenses, claims, demands, rights, liabilities and causes of action inuring to offeror from events over which the Indemnitees exercise no control, such as Acts of God, strikes or government restrictions.

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

I. Illegal Immigration Reform and Enforcement Act of 2011

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

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

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

The Immigration Security Certification, the Bidder E-Verify Affidavit, the Contractor Affidavit, the Subcontractor Affidavit and the Sub-Subcontractor Affidavit are identified as **Attachment J** and included with this solicitation. The Immigration Security Certification, the Bidder E-Verify Affidavit, the Contractor

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

IMPORTANT NOTICE: the omission of any of the required items listed above and identified as Attachment J included in this RFP shall cause the proposal submission to be declared non-responsive and to be rejected.

J. Interviews

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

K. Background Checks

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.

L. Term of Contract

The term of the Services contract shall be for **one (1) year** from date of award with **four (4) one-year** renewal options with the mutual approval of the proposer and the District under the same terms and conditions of this proposal.

M. Cancellations

Awards, contracts, and extensions may be cancelled for convenience by DCSD at any time. In the event of termination of this contract by DCSD, the DCSD will be responsible only for those items and or services that have been delivered and accepted according to the bid specifications and will not be responsible for any claims for damages, including but not limited to, claims for list profits.

N. Contract

Appendix E is DeKalb County School District's Master Agreement for Program Management Services between the DeKalb County Board of Education and the Service Contractor; which specifically outlines the contractual responsibilities. All responders should thoroughly review the documents prior to submitting a proposal. **Any proposed revisions to the terms or language of this document must be submitted in writing during the question and answer period of the solicitation.** Since proposed revisions may result in a proposal being rejected if the revisions are unacceptable to the DeKalb County School District, responders should review any proposed revisions with an officer of the Firm having authority to execute the contract. No alterations can be made in the contract after award by the DeKalb County School District.

O. Permits and Applicable Law

Respondents 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 fully execute the requirements stated herein. Respondents shall maintain all such permits, licenses, certifications, and compliances in a current status throughout the course of the contract. Respondents shall submit copies of permits, licenses, and certifications evidencing proof of the aforementioned immediately upon request of DCSD. Respondents shall be in compliance with registration with the Georgia Secretary of State's office as applicable.

P. Suspension and Debarment

By submitting this proposal, 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 bidder complies with all applicable orders, rules and regulations related thereto.

Further, by submitting this proposal, 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 bidder 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 bid 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 DeKalb County School District may pursue all available remedies, including but not limited to suspension and/or debarment.

Q. Non-Collusion

Respondents 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, Respondents 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.

R. Conflict of Interest

Respondents shall disclose with their proposal the name of any officer, director, or agent who also is a DCSD employee or DeKalb County Board of Education member. Respondents shall also disclose the name of any DCSD employee or board member who owns, directly or indirectly, an interest in five percent or more in the Respondent's company or any of its branches. Respondents shall certify that their response to this RFP is impartial, at arm's-length, and free of any conflict of interest, unfair advantage, or personal benefit to any DCSD official.

S. Confidentiality and Non-Disclosure

Information made available to Respondents 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.

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

T. Business License

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

U. 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 Respondents.

V. 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.

W. Respondent Failure

In the event services to be furnished by the successful Respondent 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 Respondent to perform contracted services may also result in the removal of that Respondent from doing business with DCSD for a period of not less than one year.

X. Georgia Open Records Act

Without regard to any designation made by the person or entity making a submission, DeKalb County School District considers all information submitted in response to this invitation or request to be a public record that may be disclosed upon request pursuant to the Georgia Open Records Act, O.C.G.A. 50-18-70 et seq., without consulting or contracting the person or entity making the submission, unless a court order is presented with the submission. You may wish to consult an attorney or obtain legal advice prior to making a submission.

Y. No Assignment of Award

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

Z. The Laws of the State of Georgia

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

IX. SCOPE OF SERVICES

The DeKalb County School District (hereinafter, “the District” or “DCSD”) is seeking a Program Manager (PM) to act on its behalf for the delivery of a Capital Improvement Program (CIP) which may be composed of new schools, school replacements, new additions, existing building modifications, renovations, ancillary facility

modification or renovations, facility expansion or consolidation, capital renewal, technology improvements, and/or other capital needs. Sites may be added or removed throughout the term of the contract. Such additions or removals will require Board of Education (BOE) approval.

Services shall include, but not be limited to, those listed in the scope of work and specifications. The specification and scope of work listed and described in the body of this Request for Proposals (RFP) establishes the minimum requirements for a Program Manager. It is the intent of the District to award this contract to the most responsive and responsible offeror.

- A. The PM will be an integral member of the Capital Improvement Team, and therefore all full-time staff members of the PM will be located at the office of Facilities and Maintenance Operations, Sam A. Moss Center, 1780 Montreal Road, Tucker, GA 30084. Part-time staff (i.e. estimators, design reviewers, etc.) may provide services on an as needed basis from a remote office location.
- B. The PM will report to the District's Chief Operating Officer (COO) or designee, and be in coordination with the staff of the Operations Division. The PM will provide, in conjunction with the District's Design and Construction Department, direct oversight and program management services of the Capital Improvement Program and the individual projects which comprise the program.
- C. The PM or any of its subsidiaries or affiliates will not be eligible to bid on or otherwise compete for or accept awards for contracts awarded under this Capital Improvement Program.

Services provided by the PM shall include but are not limited to the following services:

1. Management of the Capital Improvement Program

- a. Responsible for managing all resources and relationships necessary to achieve the Owner's desired outcomes. Coordinate and administer the Program, interfacing with internal staff of various departments and representatives of outside organizations.
- b. Review the District's Comprehensive Masterplan and the SPLOST VI project list as found on the District's website and advise Owner if project schedules or budgets are inconsistent with current costs and industry standard timeframes for the design and construction of any particular project type.
- c. Develop a Program Management Plan which outlines and defines the capital improvement scope, schedule and budget by project. Develop the criteria and a process to identify priorities for the various work items.
- d. In coordination with District staff, develop a Program Procedure Manual which will provide the framework on how the program will be executed on a day-to-day basis. The manual will identify team members' roles and responsibilities, as well as approval processes, lines of authority, reporting requirements, external communications with local school principals and stakeholders, and any other procedures necessary for the success of the program. The Program Procedure Manual shall incorporate all policies of the Board of Education and Georgia Department of Education, as well as the requirements of local and state building authorities.
- e. Provide computer scheduler/analysts to develop and maintain a comprehensive master schedule utilizing a capital program management software which documents the sequence and time frame for each project in the Program. DCSD is currently using Proliance program management software for the CIP program.
- f. Review project budgets developed to date and create a master program budget. Prepare and maintain program's master budget incorporating the Owner's cost accounting procedures. Produce cash flow models to track anticipated project receipts against

projected expenditures. Develop a process that provides cost control and timely, accurate measurement of program and project expenditures incorporating earned value management techniques. Prepare periodic summaries of program expenditures for the Owner's review. The costs for the web-based project reporting system licensing agreement and any required maintenance fees will be the responsibility of the Owner.

- g. Provide document and data control specialist to work with the Owner's staff to develop a web-based project reporting system and associated processes, which can be used to monitor project status and support the communication between team members. The system shall be used to track and control project information such as contracts, costs, issue-tracking, design review, changes, payments, document control, meeting minutes, etc. Specialist shall be required to manage all facets associated with the coordination and analysis of documents, drawings, and data associated with the Owner's Capital Improvement Program. Specialist shall coordinate with the Design and Construction Department to develop and maintain systems and procedures to store, retrieve and analyze data, drawings, and other construction documents necessary for the design, operations and management of the District's facilities
- h. Report on the market climate and recommend strategies to minimize project delays and maximize project budgets. Provide analysis of project delivery methods to determine an optimal construction framework to complete renovation and modification projects timely and to minimize school disruption.
- i. As requested by the Chief Operating Officer, provide information sessions to the Board regarding program status and updates.
- j. Develop an outreach program to encourage qualified architects, engineers, contractors and consultants to be a part of the program. If requested, assist the Owner in developing and executing a contractor prequalification system.
- k. Assist the Owner in soliciting Request for Qualification and/or Request for Proposals for architects, engineers, surveyors, geo-technical consultants, etc. needed in the execution of the program.
- l. Develop a metrics based system to track the program's level of success.

2. Pre-Design Phase

- a. Assist the Owner in the development of the process and procedures for administering contracts through all phases of the work.
- b. Assist the Owner in the development of the process for selecting the design consultant(s) for the project.
- c. Assist the Owner in the development of the communications procedures to manage the flow of information from the Owner to the design team(s) and contractors.

3. Project Design Phase

- a. Coordinate the design team's activities and provide leadership in assuring that the design phase program and procedures are implemented by all parties.
- b. Assist the Owner's design staff in the selection and assignment of architects and engineers.
- c. Determine needs for surveying, geo-technical and materials testing services, and other related services. Make recommendations and participate in selecting consultants to perform these services.

- d. Review, implement and monitor project schedule(s). Update master schedule as necessary to reflect any changes. The PM is responsible for the management of the design schedule and will undertake necessary action to ensure that the schedule is adhered to.
- e. Implement and maintain cost control procedures throughout the Design Phase. Prepare a cost estimate and a value engineering assessment at the end of Schematics, Design Development and 80% Construction Documents, addressing constructability, possible cost-saving materials, sequencing of construction and/or construction techniques. Compare with the budget and cost estimates submitted by the Design Consultants and recommend revision or action, if required, to maintain project budgets.
- f. Review in-progress design documents during each phase of design to protect the Owner against errors, inconsistencies, omissions or vagueness in plans and specifications. Ensure that all designs comply with the Owner's Educational Specifications and Design Requirements.
- g. Conduct design progress meetings with the Owner, the Design Consultant and other appropriate parties. The PM will record, transcribe and distribute a Design Progress Report to all attendees.
- h. Develop a construction delivery strategy that meets the Owner's objectives and minimizes disruptions to the educational program.
- i. Provide periodic reports that summarize design progress, schedule and cost status, changes and other significant project information.
- j. Review design to recommend alternative solutions whenever design details affect construction feasibility or schedules, without assuming any of the Design Consultant's responsibilities or liabilities for design.
- k. Develop phasing and occupancy plan and schedule in conjunction with the Owner's design staff and the Design Consultant that includes procurement support for furniture, furnishings, and equipment purchase in order that adequate delivery times are included in project schedules. Develop interim housing phasing of projects if necessary.

4. Procurement Phase

- a. Coordinate with the Owner's Procurement Manager to ensure a current bid list is maintained.
- b. Ensure specifications and drawings are available and finalized prior to sending requirements to the Owner's Procurement Manger.
- c. Coordinate with Procurement Manager on all pre-bid/proposal conference and site visit(s).
- d. Identify and assist the Design Consultant in obtaining all necessary permits.
- e. Assist Procurement Manager in evaluating bids and processing contracts.
- f. Ensure all contract(s), purchase order(s), and other documents are sent to the Owner's Purchasing Department to ensure timely processing.

5. Construction Phase

- a. Provide a management team to provide contract administration and to establish and implement coordination procedures among the Owner, the Design Consultant, the

Contractor, testing agencies and other contractors. The PM will monitor and expedite the progress of the construction work.

- b. Conduct with the Owner's staff, the Design Consultant and the Contractor a preconstruction orientation meeting.
- c. Establish and implement procedures for the submittal and review by the PM, the Design Consultant and the Owner of shop drawings, samples, test reports, change orders and application for payments. The PM will maintain logs, files and other documentation relating to such submittals and reviews.
- d. Manage and administer construction contracts and coordinate with Design Consultants and the Owner concerning work change, payments, submittals, monitoring of construction, document interpretations, and other procedural aspects.
- e. Evaluate and/or recommend Change Orders for formal execution. The PM shall advise the Owner on Change Order process ensuring fair price and procedural compliance. Make recommendation to the Owner as to justification and appropriateness of Change Orders, including the appropriateness of quantities and pricing of the work.
- f. Use standard accounting methods to tabulate, compile and check correctness of all expenditures associated with the project. The PM shall review Contractor payment requests, schedule of values and verify progress.
- g. Conduct regular job coordination meetings with the Contractor, Design Consultant and the Owner.
- h. Review scheduled construction activities for coordination with ongoing educational programs and school functions.
- i. Review and monitor the progress of the Contractor's work based upon the approved construction schedule. Advise the Owner regarding the best sequencing to facilitate productivity and occupancy objectives.
- j. Report potential budget and schedule variances, and if necessary, prepare recovery plans.
- k. Make recommendations to the Design Consultant when the PM observes construction work that appears to be defective or not in conformity with the Contract Documents.
- l. Provide written monthly status reports which shall include schedule reports, cost status reports and cash flow analysis.
- m. Assist the Design Consultant in the determination of Substantial Completion and the preparation of punch list. Verify the acceptability and completeness of all work per the Contract Documents.
- n. Work with the Owner's Warehouse Services to provide logistical support in the acquisition, receiving, and setting up of furniture and equipment within new and renovated facilities.

6. Post-Construction Phase

- a. Coordinate the plan and schedule of occupancy to minimize disruption to educational activities.
- b. Develop a performance evaluation process of new building systems installed in a facility and impact on users.

- c. Schedule instruction sessions by major material and equipment suppliers to orient and train the Owner's staff for operation. Ensure all operations manuals and warranties are delivered to the Owner in a timely manner.
- d. Organize and conduct six and eleven-month post occupancy evaluations and provide written reports.
- e. Coordinate and expedite transmittals of as-built drawings, guarantees, warranties, maintenance manuals and other record documents to the Owner.
- f. Secure copies of Occupancy Certificates for the Owner's records. Maintain schedule of when Temporary Certificate of Occupancy and Certificate of Occupancy were obtained.
- g. Prepare final project accounting, cost per unit comparisons, and closeout reports.
- h. Conduct warranty inspections of projects during the applicable warranty period. Consult with the Design Consultant and the Owner to obtain and expedite corrective work to repair warranty items.
- i. Develop and evaluate instrument and performance of the design consultants, and construction contractors, and provide evaluation in writing.

7. Project Management Oversight

Provide limited project management and oversight services regarding scheduling, cost tracking and reporting for non-construction CIP funded activities. The execution of these projects is accomplished by different entities with DCSD. These non-construction activities are budgeted at approximately One-Hundred, Fourteen million, Five-Hundred Thousand dollars (\$114,500,000.00) of the total program of "Owner's Projects". These activities included but are not limited to:

- a) Demolition (In coordination with Owner's Facilities Management Department)
 - 1. Surplus Properties
- b) Technology Equipment and Infrastructure Upgrades (In coordination with the Owner's Information Technology Department)
 - 1. Major Projects
 - a. Replacement Schools
 - b. Large-Scale Additions, Renovations, and Modifications
 - 2. Classroom Equipment Upgrades
 - 3. Infrastructure Refresh
 - 4. Wireless Access Upgrades
 - 5. Telecom Infrastructure Upgrades
 - 6. Digital Content Distribution Upgrades
 - 7. Infrastructure Upgrades
 - 8. Hardware Refresh
 - 9. 21st Century Technology Upgrades
- c) School Buses, Vehicles and Other Capital Equipment (In coordination with the Owner's Transportation, Music, School Nutrition Services and Facilities Management Departments)
 - 1. School Bus Replacement
 - 2. Support Service Vehicle Replacement
 - 3. Bus Monitoring Systems
 - 4. Radio Communications
 - 5. Musical Instruments and Equipment Replacement

6. Portable Classroom Replacement
7. Kitchen Equipment Replacement

8. Other Duties and Responsibilities

1. Attend meetings as requested by the Owner. Meetings may be conducted during or after regular business hours. Examples of type of meetings which PM may be requested to attend include:
 - a. Community Meetings
 - b. Project Review Meetings
 - c. Community Construction Advisory Committee
 - d. Coordination Meeting with DCSD staff
 - e. Local Governmental Agencies
 - f. Operations Division Staff Meetings
 - g. Capital Program Department Staff Meetings
 - h. School Board Meetings
 - i. SPLOST Advisory Committee Meetings

X. PROPOSAL SUBMISSION REQUIREMENTS

- A. A **mandatory virtual pre-proposal conference** will be held on **Tuesday, March 15, 2022 at 10:00 AM** local time via Zoom. Attendance is required to submit a proposal for this project.
- B. Proposals must be received electronically at the website <https://dekalbschoolsga.ionwave.net>, no later than **Thursday, April 12, 2022 at 2:00 PM** local time.
- C. The Offeror's electronic proposal shall be submitted in the following order and format:

0. Letter of introduction and interest signed by an officer or partner of responding firm. Letter shall include specific reason(s) why firm would be the best choice for the services listed. Letter shall include name of entity submitting, contact name, phone number, e-mail address, fax number and address of firm submitting.

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2. Compliance Information

This is a compliance section and carries no evaluation points. Firms must meet minimum criteria as specified to receive further consideration. Proposals shall include the following:

2.1 Firms Overview

- 2.1.1 Provide a full and complete company profile to include, but not limited to Firm name, address of firm headquarters and branch office handling this project as well as related telephone and fax numbers.
- 2.1.2 State how many years in business under the name stated above. Describe firm ownership, structure and history. Include type of legal entity (e.g., corporation, limited liability company, etc.). State or commonwealth of formation (i.e., where incorporated) and year of

formation or organization. In case of a joint venture, provide the same information for each partner in the joint venture.

- 2.1.3 List the number of permanent employees and provide an **organization chart** of the firm. Also, list the employees you intend to assign to the project, include a paragraph which outlines their role and responsibility, relevant experience with similar type project, and certifications.
- 2.2 The Firm must be properly certified by the Georgia Secretary of State to do business in Georgia at the time of submission.
 - 2.2.1 State the legal name of entity submitting and if Firm submitting is a corporation, joint venture, or partnership. Note: It is understood that if selected for this project the stated entity name will be used in all legal contracting documents derived from this selection.
 - 2.2.2 Provide a copy of certification for proper incorporation or registration from Georgia Secretary of State. Provide a copy of current license for all key personnel assigned to the contract. In the alternative, joint ventures and partnerships should provide a copy of their joint venture or partnership agreement and certification from the Georgia Secretary of State establishing that each joint venture partner or partner is authorized to do business in Georgia.
 - 2.3 The Firm must be properly registered, licensed, and certified at the time of submission:
 - 2.3.1 Provide copy of current Georgia Professional Registration Certificate for contractor.
 - 2.3.2 If Firm is a joint venture, provide a copy of the joint venture agreement that includes date of formation; name and address of each joint venture partner; the name and address of the principals of each joint venture partner; and the percentage of interest of each joint venture partner and either:
 - a. Copy of current Georgia Professional Registration Certificate of the joint venture; or
 - b. A copy of the current Georgia Professional Registration Certificate of one of the joint venture partners.
 - 2.4 Financial Information (Y/N):
 - 2.4.1 The Firm's financial capability is to be expressed in the financial statement (audited financial information current within the past twelve months, such as a balance sheet and statement of operations) and should indicate the resources and the necessary working capital to assure financial stability through the completion of the projects. A certified audit is preferred; however, the Firm's most recent tax return and balance sheet will be accepted.
 - 2.5. Litigation/Capacity/Convictions Information (Y/N):
 - 2.5.1 Identify and briefly discuss any instances in the past five (5) years where your contract was terminated, with or without cause. Provide Owner name, project name and Owner Project Representative Name and Number. For joint ventures responding to this RFP, provide the above information as it

pertains, to the joint venture and for each partner or entity creating said joint venture. If there is no failure or failures to complete a contract, please include a statement that the Firm has never failed to complete a contract or contracts or have defaulted or have been declared in default on any contract.

2.5.2 **Capacity:** Based on your current workforce and staffing in addition to the number of projects your firm currently has under contract or in negotiation, please demonstrate your firm's capacity to complete this project. Describe any claims, mediation, litigation, arbitration or other form of dispute resolution filed by or against your company regarding K-12 projects (and, in the case of a joint venture, by or against any partner in the joint venture) in the past five (5) years, including case name, number, location of court or arbitration. This list shall also disclose any failure or failures to complete a contract, or contracts, and any instances of having defaulted or having been declared to be in default, on any contract or contracts.

2.5.3 **Convictions:** Include a statement as to whether or not the FIRM (and in the case of a joint venture, each of the partners in the joint venture) or any of its officers has been convicted or entered a guilty plea (or plea of nolo contendere) in any court within the two (2) years prior to the date of application **of a violation of any State or Federal statute concerning competitive bidding or competitive proposals or the restraint of trade.**

D. INITIAL SCREENING

1. Firm's Relevant Experience and Expertise (25 points):

Major consideration will be given to the successful completion of previous educational construction/modernization programs which are comparable in size, scope and complexity. This will include evaluating the PM firm's performance and quality of work on previous programs. The firm's demonstration of experience with large K-12 construction/modernization programs is highly desired.

- a. The firm shall list three (3) programs which best illustrate the experience of the firm as it relates to this program. Do not list programs which were not completed by your firm or completed more than ten years ago. Include the following information for each program:
 1. Title, location, award date and completion, or anticipated completion date.
 2. List total dollar value of work which was managed or is presently being managed.
 3. Describe the nature of the firm's responsibility with the program and services provided.
 4. Owner's representative name, address, telephone and e-mail address.
 5. Firm's Program Manager, Director and key professionals involved in the program, and in particular, who of that staff would be assigned to the program covered by this Request for Proposal.
 6. Submit a brief narrative that demonstrates the value added by your program management services to your client's needs in term of delivering the program within budget, opening projects on time and delivering high quality projects.

7. Identify any unique issues or problems associated with the program and describe any creative initiative which your firm may have utilized to benefit the owner and resolved the issue or problem.
 8. Provide a reference letter from each of the following. If reference letters are not available provide reasons for the unavailability.
 - a. Owner: Provide the name, address and telephone number of project owner with whom offeror has worked with during the last five years. Identify all programs and projects, locations and services performed.
 - b. Architect/Engineering Firm: Provide the name, address and telephone number of architectural and engineering professionals and firms with whom offeror has worked with during the last five years. Identify all programs and projects, locations and services performed.
 - c. Construction Managers: Provide the name, address and telephone number of construction managers and/or firm with who offeror has worked with during the last five years. Identify all programs and projects, locations and services performed.
 - b. The firm shall provide a description and supporting documentation of the firm's technical capability with liked size scope in the following areas:
 1. Project Management
 2. Cost Management
 3. Time Management/Scheduling
 4. Quality Management
 5. Contract Administration
 6. Safety Management
 7. Risk Management
 8. Building Information Modeling (BIM)
 9. Sustainability
 10. Project controls and reporting, including web-based project management software
 - c. any other particular technical capability which the firm may be able to offer such as needs assessments, technology support/integration, value engineering, cash flow projections, mechanical system reviews, etc.
2. **Proposed Project Staff and Technical Capabilities (30 points)**

The quality, experience and quantity of staff and their functions will be evaluated by the Committee. The Committee will also evaluate the firm's technical capabilities to provide services which may be unique to this program.

The firm shall name the actual key staff to be assigned to this Project, describe their ability and experience, and indicate the function of each within their organization and their proposed role on this Project. The firm shall give special attention to highlight their "Program Director" and "Quality Assurance Manager" specifically. It is the Owner's preference for the Program Director, Deputy Director, and all Project Managers assigned to this Project to hold the Certified Construction

Manager (CCM) Certification offered by the Construction Manager Certification Institute© at the beginning of the contract term. **Any project team member not certified, must obtain the certification within the first year of the contract.**

It is the intent that the proposed key staff shall be assigned to this Project unless otherwise approved by the Owner. The Owner also has the right to request any staff member be replaced if it deems that the staff member is not meeting the goals of the Capital Improvement Plan.

The firm shall give brief resumes of key persons proposed to be assigned to the Project including, but not limited to, the following:

1. Name and Title
2. Job Assignment for other projects.
3. How many years with this firm. For sub-consultants, list prior projects your firm has worked on with sub-consultant.
4. How many year with other firms.
5. Experience including types of projects, size of projects (dollar value and square footage of project), and specific project involvement.
6. Education
7. Credentials. This should include all active registrations, certifications and licenses.
8. If submitting as a joint venture or partnership, include the assigned staff for the joint venture or partnership and indicate which of the joint ventures or partners employs the staff member.
9. The firm shall provide the required services that it intends to subcontract, if any, providing:
 - a. Reasons for subcontracting,
 - b. Proposed subcontractor responsibilities, and
 - c. Identity of proposed subcontractors including location, relevant personnel and project experience, previous project use as a subcontractor, and any other relevant supporting information.

3. **Management Plan (15 points)**

- A. The firm shall provide a detailed narrative of the management approach and plan that will be used for the Program. The firm should identify any unique experience, qualifications, techniques, and approaches that will best support and be used to achieve the Program objectives.
- B. The following issues should be addressed:
 - i. Programming management and coordination
 - ii. Planning and scheduling management
 - iii. Budgeting, estimating and cost tracking/control
 - iv. Coordinating and planning of relocation activities
 - v. Project documentation and reporting
 - vi. Design phase coordination and management, review approaches
 - vii. Construction phase coordination and management

- viii. Program/Project quality assurance and control plan
- ix. Software programs, web based applications, and other computer applications to be used or required for program management, scheduling and cost management tasks
- x. Provide samples of all project deliverables
- xi. Safety program and management
- xii. Plan review, permitting, inspections and occupancy certificates
- xiii. Procurement coordination and management

4. Fee Structure (30 points)

- A. The PM shall outline a pricing schedule that identifies all pricing elements discussed in the proposal to accomplish the Owner's requirements. A fee shall be proposed in the form of a lump sum price for the total program management services with a breakdown of monthly cost for services. Assume a starting date of October 1, 2022, with a 60 month duration period. Fee for oversight management of the activities identified in Section IX, C.1 – Project Management Oversight shall be included in the lump sum price.
- B. The PM shall provide a list of each position anticipated to be utilized in the program, a description of duties associated with that position along with both hourly and monthly billable rates. The positions listed should match those which were identified in the Proposed Project Team noted above in Section X, D.2.
- C. The lump sum fees to include said hourly and monthly rates requested above shall be based upon a 2022 calendar year scale. For succeeding years after October 1, 2023, the PM's fees and rates will be adjusted by an escalation rate of 2% per year. The PM shall provide a projected spend-down of fees for the entire program by year.
- D. The Owner shall provide office space, utilities, furniture, faxes, telephones (landlines only), and copiers for the PM's use. The PM shall be responsible for providing all computers, cell phones, tablets, handheld devices, etc., as required to manage the work, including capability to run scheduling and budgeting software. The lump sum fee shall include all costs that the PM expects to incur during the execution of the contract. Costs incurred by the PM for travel outside the Metropolitan Atlanta area on the behalf of the Owner will be a reimbursable expense. All such travel costs shall be pre-approved by the Owner.
- E. The Owner is exempt from all state sales tax and Federal Excise Tax. These taxes shall not be included in proposals. However, in the event taxes are required by state or federal law for the services or products outlined in this proposal, such taxes shall be the sole responsibility of the Offeror unless otherwise stated in writing and agreed to by the Owner.
- F. The Fixed Price Proposal Form shall be utilized to develop Appendix E to the Owner's Master Agreement for Program Services, pursuant to Article 4 thereof.

XI. INTERVIEWS AND PRESENTATION:

- 1. The short-listed firms shall be invited for interviews before the Proposal Evaluation Committee (PEC).
- 2. The PEC shall schedule a separate interview for each short-listed firm. As part of its interview, and at the Selection Process Facilitator's discretion, each firm shall make a short oral presentation.

3. After the PEC has interviewed all the short-listed firms, the PEC shall reconvene for the PEC members to discuss the interviews and review each presentation. At the end of this discussion, PEC members shall use the Presentation Evaluation Form (**Exhibit A**) to record their evaluation of each short listed firm, and then submit the Presentation Evaluation Forms to the Selection Process Facilitator.
4. The Selection Process Facilitator shall combine the evaluation scores submitted by all PEC members and determine the PEC's ranking of the short-listed firms based upon the total scores assigned to each firm for the presentation stage. If the ranking results in a tied score for the number one or number two ranked firms, additional information shall be requested from the tied firms and presented to the committee. The committee will score the firms based on the responses to the additional information
5. The Selection Process Facilitator shall submit the highest ranked firm recommended by the PEC to the COO for approval. The COO, in his or her sole discretion, shall either accept the results of the PEC's ranking recommendation and forward it to the Board of Education for approval or reject the results of the ranking recommendation. If the COO accepts the ranking recommendation, the approval and negotiation process continues as noted below. If the COO rejects the results of the ranking recommendation, he or she, in his or her sole discretion, shall proceed with any of the following methods: directing the PEC Selection Process Facilitator to recommence the selection and ranking process at whatever stage the COO deems appropriate, pursuing the project by any other alternative method permitted under Georgia law; or abandoning the project all together. If the COO elects to pursue the project through an alternative method or abandon the project all together, DCSD shall provide public notice of that decision.
6. Upon the COO's approval of the PEC's recommendation, an agenda item shall be prepared and put on the next available agenda for the Board of Education review and approval.

At the time of its scheduled interview, each short listed firm shall provide additional information about its firm and operations as may be required by DCSD. This additional information shall include, but is not limited to, the following:

a. Proposed Project Team (35 points)

Identify the PM's key project team members that would be assigned to perform the Services for the Owner. List each key project team members' experience on project management engagements as an agent for an owner of a similar type and scope (particularly management of large-scale programs involving school construction). The firm shall develop an organization chart as it relates to the program indicating key personnel and their relationship. **It shall be understood that it is the intent of the Owner to insist that those key personnel indicated as the project team in the proposal response actually executes the program.** For other staff personnel positions not listed by name in the proposal response, identify the minimum qualification, experience level and skills that your firm would seek in staffing that position.

The firm shall give special attention to highlight their "Program Director" and "Quality Assurance Manager" specifically. It is the Owner's preference for the Program Director, Deputy Director, and all Project Managers assigned to this Project to hold the Certified Construction Manager (CCM) Certification offered by the Construction Manager Certification Institute© at the beginning of the contract term. Any project team member not certified, must obtain the certification within the first year of the contract.

Identify the proposed project manager(s) and other sub-consultants that would be utilized by the PM for the Services. Experience in school-related project management as an agent for an

owner shall be clearly identified. Include the following information for each of the sub-consultants:

1. Identify Principal-In-Charge
2. Identify Project Director/Manager
3. List relevant license held, license number and dates, if applicable.
4. Provide resumes of the above individuals and list their experience on project management engagements as an agent for an owner similar in type and scope.
5. List business address, phone, email and fax number.

List the program management engagements as an agent for an owner that the PM has worked on with the above-listed sub-consultant firms. Indicate if the designated team members have previously worked together on other program management engagements as an agent for an owner, and identify those engagements. The PM shall indicate how the work shall be distributed between the associated firms if a joint venture, or prime subcontractor arrangement of two (or more) firms. The PM shall describe how the organizational structure will ensure orderly communications, distribution of information, effective coordination of activities and accountability.

Provide the names and titles of all officers of the PM, and identify which person(s) is/are legally authorized to bind the PM to contractual agreements.

b. Overall Approach, Methodology and Program Management (35 points):

The firm shall provide information regarding its knowledge of the Owner's program, local codes and ordinances, scheduling, project management and program management and its ability to deliver quality projects of various sizes in an effective and timely manner.

The firm shall demonstrate verbally and graphically its plan for performing the work, documenting the services to be provided and showing the interrelationship of all parties. As part of its services, the firm shall indicate knowledge and experience in design management and construction project management.

As part of the program approach, the firm shall describe how they will effectively manage and execute the work in the optimum time.

The firm shall provide the Owner with information on their methodology in measuring the success of a program management effort and how their measuring system will be implemented to serve the Owner's program. Identify and explain the metrics used and how these metrics would be used in the evaluation of the Owner's program. These metrics should not be limited to costs and schedules alone. Provide a detailed explanation of the benefits that the Owner will experience by the engagement of your Firm for the Services.

c. Cost, Schedule Control and Quality Assurance (30 points):

The firm shall describe how you evaluate cost estimates. Provide specific examples of successful recommendations implemented and cost containment strategies utilized to maintain project budgets without sacrificing quality.

The firm shall describe how you manage the project schedules. Provide specific examples of recommendation your firm have made to accelerate schedules and/or managed renovation schedules around school calendars.

The firm shall demonstrate how your firm performs the following functions, in particular how your firm may be unique in providing these services:

Value engineering

1. Constructability review
2. Plan checks
3. Quality assurance
4. Project close-outs and warranty

The firm shall demonstrate your firm's expertise in web-based project management software. Describe the type of reports you would generate to keep the Owner apprised of status of the program and each project.

XII. QUALIFICATIONS FOR SELECTION AND THE SELECTION PROCESS

The evaluation of the Proposals will be based upon consideration of the demonstrated qualifications and capabilities of the proposer based on the identified evaluation factors and their relative weight, which will result in an award that is in the best interest of the DeKalb County Board of Education.

A Selection Committee will perform Proposal evaluations and, following completion of the evaluations and subject to the Owner's right to reject any or all Proposals, the responsible and responsive offeror whose Proposal is determined to be the most advantageous to the Owner will be selected to perform Program Management Services. The evaluation factors that will be employed, and their relative importance, are identified in Section X, D. & E.

Offerors may be afforded an opportunity for discussion, negotiation and revision of Proposals for the purpose of obtaining best and final offers. In the event the Owner deems it necessary or appropriate, responsible Offerors found by the Owner to have submitted Proposals reasonably susceptible of being selected for award shall be given an opportunity to participate in such discussions, negotiations and revisions.

The Owner reserves the right to reject any or all Proposals, before or after opening, for any reason whatsoever including, but not limited to, any failure of any Proposal to be accompanied by a proper Bid Bond or by other data required by the Proposal Documents, any incompleteness or irregularity of any Proposal received, any evidence of collusion with the intent to defraud or other illegal practices on the part of the GC, failure to comply with the requirements of the Proposal Documents, or exceeding the funds available. The Owner also reserves the right to waive any technicalities or informalities, and to award the Contract in the best interests of the Owner.

XIII. PROTEST PROCEDURES

Protest Process. This section describes the mandatory administrative procedure whereby offerors submitting sealed competitive bids/proposals (hereinafter referred to as "bidders") to DCSD directly related to design and construction or facilities management, for proposals worth \$100,000 or more may challenge the solicitation process and/or contract award.

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

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

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

**MAIL: Attention: Mr. Richard Boyd
Interim Chief Operations Officer
DeKalb County School District
Sam A. Moss Service Center
1780 Montreal Road
Tucker, Georgia 30084**

Email: belinda_quillet@dekalbschoolsga.org

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

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

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

- 5. Stay of Procurement During Protest Review.** When a protest challenging the competitive solicitation process has been timely filed at least two (2) business days prior to the closing date and time, the solicitation shall not close until a final decision resolving the protest has been issued, unless the Design and Construction Department or Facilities Management Department makes a written determination that the closing of the solicitation without delay is necessary to protect the interests of DCSD.

If it is determined that it is necessary to proceed with contract performance without delay, the bidder/offeror with this contingent contract may proceed with performance and receive payment for work performed in strict accordance with the terms of the contract. The provisions of this paragraph are not applicable to a protest pertaining to events or facts arising during the solicitation process.

- 6. Protest Resolution.** shall review and issue a written decision on the protest within seven (7) business days. This decision shall be deemed final. Available remedies for sustained protests are as follows:
- If a protest is sustained prior to the closing date and time of the solicitation, available remedies may include, but are not limited to, the following: modification of the solicitation document including, but not limited to, specifications and terms and conditions; extension of the solicitation closing date and time (as appropriate); and cancellation of the solicitation.
 - If a protest of the intended/actual contract award is sustained, available remedies may include but are not limited to, the following: revision or cancellation of the NOIA/NOA, re-evaluation and re-award, or re-solicitation with appropriate changes to the new solicitation.
- 7. Costs.** In no event shall a bidder be entitled to recover any costs incurred in connection with the solicitation or protest process, including, but not limited to, the costs of preparing a bid/proposal, the costs of participating in the protest process, or any attorney fees.

(END OF RFP – SEE ATTACHMENTS)

**Appendix A: Owner's Criteria and Narrative Scope of Work
RFP No. 22-752-025 – Program Management Services**

PURPOSE

The purpose of this Request for Proposal (RFP) is to solicit proposals for the purposes of entering into a contract with a qualified Program Manager (PM), authorized to do business in the State of Georgia, with experience in construction program management services (the "Services") for K-12 educational facilities, and to act on the DeKalb County School District's (the "Owner") behalf for delivery of its Capital Improvement Program ("CIP") composed of multiple site modifications, renovations, additions and new construction projects (the "Owner's Projects"). A copy of the CIP Summary and more detailed information regarding the CIP can be obtained on the Owner's website at www.dekalbschoolsga.org/e-splost/.

The Program Manager will also be required to manage and complete any projects remaining from the E-SPLOST V Program. **(See Exhibit C).**

Most facilities were constructed in the 1950's and 1960's. Almost all facilities have had some form of renovations, repairs, or additions over the years.

Since 1997, the Owner has utilized Education SPLOST (Special Purpose Local Option Sales Tax) funds as the primary funding source for its capital improvement programs. On November, 2 2021, the DeKalb County voters approved the Owner's sixth E-SPLOST program. It is anticipated that approximately \$700 million will be available to fund the District's 2022-2027 Capital Improvement Program through the utilization of the approved SPLOST funds, in conjunction with the State of Georgia's Capital Outlay Program.

Over the years, the Owner has utilized a PM and Supplemental Project Management Firms to support the management of the Owner's capital improvement programs. The current, existing Program Management Services Agreement will expire September 30, 2022. The new PM Service Agreement will be for an initial one-year term with four (4) one-year options to renew subject to Board approval on a year-to-year basis. The Owner will hold all design and construction contracts. The PM will be an integral member of the capital improvement team, and therefore all full time staff members of the PM working for the Owner will operate under the Design and Construction Department located at the Sam A. Moss Service Center in Tucker, Georgia.

Services shall include, but not be limited to, those listed in the scope of work and specifications. The specification and scope of work listed and described in the body of this Request for Proposals (RFP) establishes the minimum requirements for a Program Manager. It is the intent of the District to award this contract to the most responsive and responsible offeror.

SCOPE OF SERVICES

The DeKalb County School District (hereinafter, "the District" or "DCSD") is seeking a Program Manager (PM) to act on its behalf for the delivery of a Capital Improvement Program (CIP) which may be composed of new schools, school replacements, new additions, existing building modifications, renovations, ancillary facility modification or renovations, facility expansion or consolidation, capital renewal, technology improvements, and/or other capital needs. Sites may be added or removed throughout the term of the contract. Such additions or removals will require Board of Education (BOE) approval.

Services shall include, but not be limited to, those listed in the scope of work and specifications. The specification and scope of work listed and described in the body of this Request for Proposals (RFP) establishes the minimum requirements for a Program Manager. It is the intent of the District to award this contract to the most responsive and responsible offeror.

- A. The PM will be an integral member of the Capital Improvement Team, and therefore all full-time staff members of the PM will be located at the office of Facilities and Maintenance Operations, Sam A. Moss Center, 1780 Montreal Road, Tucker, GA 30084. Part-time staff (i.e. estimators, design reviewers, etc.) may provide services on an as needed basis from a remote office location.
- B. The PM will report to the District's Chief Operating Officer (COO) or designee, and be in coordination with the staff of the Operations Division. The PM will provide, in conjunction with the District's Design and Construction

Department, direct oversight and program management services of the Capital Improvement Program and the individual projects which comprise the program.

- C. The PM or any of its subsidiaries or affiliates will not be eligible to bid on or otherwise compete for or accept awards for contracts awarded under this Capital Improvement Program.

Services provided by the PM shall include but are not limited to the following services:

1. Management of the Capital Improvement Program

- a. Responsible for managing all resources and relationships necessary to achieve the Owner's desired outcomes. Coordinate and administer the Program, interfacing with internal staff of various departments and representatives of outside organizations.
- b. Review the District's Comprehensive Masterplan and the SPLOST VI project list as found on the District's website and advise Owner if project schedules or budgets are inconsistent with current costs and industry standard timeframes for the design and construction of any particular project type.
- c. Develop a Program Management Plan which outlines and defines the capital improvement scope, schedule and budget by project. Develop the criteria and a process to identify priorities for the various work items.
- d. In coordination with District staff, develop a Program Procedure Manual which will provide the framework on how the program will be executed on a day-to-day basis. The manual will identify team members' roles and responsibilities, as well as approval processes, lines of authority, reporting requirements, external communications with local school principals and stakeholders, and any other procedures necessary for the success of the program. The Program Procedure Manual shall incorporate all policies of the Board of Education and Georgia Department of Education, as well as the requirements of local and state building authorities.
- e. Provide computer scheduler/analysts to develop and maintain a comprehensive master schedule utilizing a capital program management software which documents the sequence and time frame for each project in the Program. The DCSD is currently in the process of selecting a program management software to set as a standard for the CIP program. Reports on progress and status will be submitted at regular intervals as requested by the Owner.
- f. Review project budgets developed to date and create a master program budget. Prepare and maintain program's master budget incorporating the Owner's cost accounting procedures. Produce cash flow models to track anticipated project receipts against projected expenditures. Develop a process that provides cost control and timely, accurate measurement of program and project expenditures incorporating earned value management techniques. Prepare periodic summaries of program expenditures for the Owner's review. The costs for the web-based project reporting system licensing agreement and any required maintenance fees will be the responsibility of the Owner.
- g. Provide document and data control specialist to work with the Owner's staff to develop a web-based project reporting system and associated processes, which can be used to monitor project status and support the communication between team members. The system shall be used to track and control project information such as contracts, costs, issue-tracking, design review, changes, payments, document control, meeting minutes, etc. Specialist shall be required to manage all facets associated with the coordination and analysis of documents, drawings, and data associated with the Owner's Capital Improvement Program. Specialist shall coordinate with the Design and Construction Department to develop and maintain systems and procedures to store, retrieve and analyze data, drawings, and other construction documents necessary for the design, operations and management of the District's facilities
- h. Report on the market climate and recommend strategies to minimize project delays and maximize project budgets. Provide analysis of project delivery methods to determine an optimal construction framework to complete renovation and modification projects timely and to minimize school disruption.
- i. As requested by the Chief Operating Officer, provide information sessions to the Board regarding program status and updates.

- j. Develop an outreach program to encourage qualified architects, engineers, contractors and consultants to be a part of the program. If requested, assist the Owner in developing and executing a contractor prequalification system.
- k. Assist the Owner in soliciting Request for Qualification and/or Request for Proposals for architects, engineers, surveyors, geo-technical consultants, etc. needed in the execution of the program.
- l. Develop a metrics based system to track the program's level of success.

2. Pre-Design Phase

- a. Assist the Owner in the development of the process and procedures for administering contracts through all phases of the work.
- b. Assist the Owner in the development of the process for selecting the design consultant(s) for the project.
- c. Assist the Owner in the development of the communications procedures to manage the flow of information from the Owner to the design team(s) and contractors.

3. Project Design Phase

- a. Coordinate the design team's activities and provide leadership in assuring that the design phase program and procedures are implemented by all parties.
- b. Assist the Owner's design staff in the selection and assignment of architects and engineers.
- c. Determine needs for surveying, geo-technical and materials testing services, and other related services. Make recommendations and participate in selecting consultants to perform these services.
- d. Review, implement and monitor project schedule(s). Update master schedule as necessary to reflect any changes. The PM is responsible for the management of the design schedule and will undertake necessary action to ensure that the schedule is adhered to.
- e. Implement and maintain cost control procedures throughout the Design Phase. Prepare a cost estimate and a value engineering assessment at the end of Schematics, Design Development and 80% Construction Documents, addressing constructability, possible cost-saving materials, sequencing of construction and/or construction techniques. Compare with the budget and cost estimates submitted by the Design Consultants and recommend revision or action, if required, to maintain project budgets.
- f. Review in-progress design documents during each phase of design to protect the Owner against errors, inconsistencies, omissions or vagueness in plans and specifications. Ensure that all designs comply with the Owner's Educational Specifications and Design Requirements.
- g. Conduct design progress meetings with the Owner, the Design Consultant and other appropriate parties. The PM will record, transcribe and distribute a Design Progress Report to all attendees.
- h. Develop a construction delivery strategy that meets the Owner's objectives and minimizes disruptions to the educational program.
- i. Provide periodic reports that summarize design progress, schedule and cost status, changes and other significant project information.
- j. Review design to recommend alternative solutions whenever design details affect construction feasibility or schedules, without assuming any of the Design Consultant's responsibilities or liabilities for design.
- k. Develop phasing and occupancy plan and schedule in conjunction with the Owner's design staff and the Design Consultant that includes procurement support for furniture, furnishings, and equipment purchase in order that adequate delivery times are included in project schedules. Develop interim housing phasing of projects if necessary.

4. Procurement Phase

- a. Coordinate with the Owner's Procurement Manager to ensure a current bid list is maintained.
- b. Ensure specifications and drawings are available and finalized prior to sending requirements to the Owner's Procurement Manger.
- c. Coordinate with Procurement/Procurement Manager on all pre-bid/proposal conference and site visit(s).
- d. Identify and assist the Design Consultant in obtaining all necessary permits.
- e. Assist Procurement/Procurement Manager in evaluating bids and processing contracts.
- f. Ensure all contract(s), purchase order(s), and other documents are sent to the Owner's Purchasing Department to ensure timely processing.

5. Construction Phase

- a. Provide a management team to provide contract administration and to establish and implement coordination procedures among the Owner, the Design Consultant, the Contractor, testing agencies and other contractors. The PM will monitor and expedite the progress of the construction work.
- b. Conduct with the Owner's staff, the Design Consultant and the Contractor a preconstruction orientation meeting.
- c. Establish and implement procedures for the submittal and review by the PM, the Design Consultant and the Owner of shop drawings, samples, test reports, change orders and application for payments. The PM will maintain logs, files and other documentation relating to such submittals and reviews.
- d. Manage and administer construction contracts and coordinate with Design Consultants and the Owner concerning work change, payments, submittals, monitoring of construction, document interpretations, and other procedural aspects.
- e. Evaluate and/or recommend Change Orders for formal execution. The PM shall advise the Owner on Change Order process ensuring fair price and procedural compliance. Make recommendation to the Owner as to justification and appropriateness of Change Orders, including the appropriateness of quantities and pricing of the work.
- f. Use standard accounting methods to tabulate, compile and check correctness of all expenditures associated with the project. The PM shall review Contractor payment requests, schedule of values and verify progress.
- g. Conduct regular job coordination meetings with the Contractor, Design Consultant and the Owner.
- h. Review scheduled construction activities for coordination with ongoing educational programs and school functions.
- i. Review and monitor the progress of the Contractor's work based upon the approved construction schedule. Advise the Owner regarding the best sequencing to facilitate productivity and occupancy objectives.
- j. Report potential budget and schedule variances, and if necessary, prepare recovery plans.
- k. Make recommendations to the Design Consultant when the PM observes construction work that appears to be defective or not in conformity with the Contract Documents.
- l. Provide written monthly status reports which shall include schedule reports, cost status reports and cash flow analysis.
- m. Assist the Design Consultant in the determination of Substantial Completion and the preparation of punch list. Verify the acceptability and completeness of all work per the Contract Documents.
- n. Work with the Owner's Warehouse Services to provide logistical support in the acquisition, receiving, and setting up of furniture and equipment within new and renovated facilities.

6. Post-Construction Phase

- a. Coordinate the plan and schedule of occupancy to minimize disruption to educational activities.
- b. Develop a performance evaluation process of new building systems installed in a facility and impact on users.
- c. Schedule instruction sessions by major material and equipment suppliers to orient and train the Owner's staff for operation. Ensure all operations manuals and warranties are delivered to the Owner in a timely manner.
- d. Organize and conduct six and eleven-month post occupancy evaluations and provide written reports.
- e. Coordinate and expedite transmittals of as-built drawings, guarantees, warranties, maintenance manuals and other record documents to the Owner.
- f. Secure copies of Occupancy Certificates for the Owner's records. Maintain schedule of when Temporary Certificate of Occupancy and Certificate of Occupancy were obtained.
- g. Prepare final project accounting, cost per unit comparisons, and closeout reports.
- h. Conduct warranty inspections of projects during the applicable warranty period. Consult with the Design Consultant and the Owner to obtain and expedite corrective work to repair warranty items.
- i. Develop and evaluate instrument and performance of the design consultants, and construction contractors, and provide evaluation in writing.

7. Project Management Oversight

1. Provide limited project management and oversight services regarding scheduling, cost tracking and reporting for non-construction CIP funded activities. The execution of these projects is accomplished by different entities with DCSD. These non-construction activities are budgeted at approximately One-Hundred, Fourteen million, Five-Hundred Thousand dollars (\$114,500,000.00) of the total program of "Owner's Projects". These activities included but are not limited to:
 - a) Demolition (In coordination with Owner's Facilities Management Department)
 1. Surplus Properties
 - b) Technology Equipment and Infrastructure Upgrades (In coordination with the Owner's Information Technology Department)
 1. Major Projects
 - a. Replacement Schools
 - b. Large-Scale Additions, Renovations, and Modifications
 2. Classroom Equipment Upgrades
 3. Infrastructure Refresh
 4. Wireless Access Upgrades
 5. Telecom Infrastructure Upgrades
 6. Digital Content Distribution Upgrades
 7. Infrastructure Upgrades
 8. Hardware Refresh
 9. 21st Century Technology Upgrades
 - c) School Buses, Vehicles and Other Capital Equipment (In coordination with the Owner's Transportation, Music, School Nutrition Services and Facilities Management Departments)
 1. School Bus Replacement
 2. Support Service Vehicle Replacement
 3. Bus Monitoring Systems
 4. Radio Communications
 5. Musical Instruments and Equipment Replacement
 6. Portable Classroom Replacement
 7. Kitchen Equipment Replacement

8. Other Duties and Responsibilities

1. Attend meetings as requested by the Owner. Meetings may be conducted during or after regular business hours. Examples of type of meetings which PM may be requested to attend include:
 - a. Community Meetings
 - b. Project Review Meetings
 - c. Community Construction Advisory Committee
 - d. Coordination Meeting with DCSD staff
 - e. Local Governmental Agencies
 - f. Operations Division Staff Meetings
 - g. Capital Program Department Staff Meetings
 - h. School Board Meetings
 - i. SPLOST Advisory Committee Meetings

APPENDIX E

MASTER AGREEMENT FOR PROGRAM

MANAGEMENT SERVICES

BETWEEN

THE DEKALB COUNTY BOARD OF EDUCATION

AND

Dated: _____

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SCHEDULE OF EXHIBITS

EXHIBIT "A" SCHEDULE OF HOURLY RATES

EXHIBIT "B" PARTIAL WAIVER AND RELEASE OF CLAIM RIGHTS

EXHIBIT "C" FINAL WAIVER AND RELEASE OF CLAIM RIGHTS

MASTER AGREEMENT FOR PROGRAM MANAGEMENT SERVICES

This MASTER AGREEMENT FOR PROGRAM MANAGEMENT SERVICES (the "Agreement") is made and entered into by and between: The DeKalb County Board of Education (the "Owner"), and _____ [Insert name, form of entity and address] _____ (the "Program Manager").

The term of this Agreement shall commence on the Effective Date and shall continue for an initial term of one (1) year, with up to four (4) one (1)-year renewal options, subject to the approval of Owner's Board of Education, unless otherwise terminated earlier as provided herein.

For and in consideration of the mutual promises, covenants and agreements set forth herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, Owner and Program Manager agree as follows:

ARTICLE 1

DEFINITIONS

1.1 "Additional Services" means those services, duties, obligations and responsibilities set forth in Article 5 of this Agreement.

1.2 "Applicable Laws" means all laws, statutes, ordinances, codes, regulations, rules, orders and resolutions of all national, administrative, state, local, municipal, and other governing bodies, relating to or affecting a Project including, without limitation, all environmental, health, safety, building, and employment laws.

1.3 "Basic Services" means all Services required of Program Manager by this Agreement, excepting only Additional Services.

1.4 "Change Order" means a written order to Program Manager executed by Owner in accordance with Article 8 of this Agreement authorizing and directing an addition to, deletion from, adjustment, revision, or a combination thereof, to the Services required of, or the compensation payable to, Program Manager.

1.5 "Construction Contract": (a) in respect of a Project that is not a Design/Build Project, a contract between Owner and a Contractor for the performance of all or any portion of the Work for a Project, including all documents defined by such contract as "Contract Documents", all documents incorporated into such contract by reference, and all additional documents, if any, defined by such contract as constituting a part thereof; and (b) in respect of a Design/Build Project, "Construction Contract" means the Design/Build Contract.

1.6 "Construction Phase": (a) in respect of a Project that is not a Design/Build Project, "Construction Phase" means the phase of a Project commencing upon the completion of the Design Phase, or any particular phase thereof if Owner has approved staging of the design in phases, or the award of the first Construction Contract for such Project, whichever occurs first, and ending upon Owner's execution of a Certificate of Final Completion for such Project; (b) in respect of a Design/Build Project, "Construction Phase" means the phase of a Project commencing upon the completion of the Design Phase, or any particular phase thereof if Owner has approved staging of the design in phases, and ending upon Owner's execution of a Certificate of Final Completion for such Project.

1.7 "Contractor": (a) in respect of a Project that is not a Design/Build Project, "Contractor" means a person or entity, including, without limitation, general contractors, trade or specialty contractors, and construction managers, with whom Owner contracts for performance of all or part of the Work for a Project; (b) in respect of a Design/Build Project, "Contractor" means the Design/Builder.

1.8 "Design/Build Contract" means a contract between Owner and a Design/Builder for design of a Project and performance of related architectural, engineering and other customary and related services and for the performance of all or any portion of the Work for a Project, including all documents defined by such contract as "Contract Documents", all documents incorporated into such contract by reference, and all additional documents, if any, defined by such contract as constituting a part thereof.

1.9 "Design/Build Project" means a Project for which the design/build construction delivery method is utilized.

1.10 "Design/Builder" means a person or entity with whom Owner contracts for design of a Project and performance of related services and for performance of all or part of the Work for a Project.

1.11 "Design Contract": (a) in respect of a Project that is not a Design/Build Project, "Design Contract" means a contract between Owner and a Project Architect for design of a Project and performance of related architectural, engineering and other customary and related services, and includes all documents incorporated into such contract by reference and all documents defined by such contract as constituting a part thereof; (b) in respect of a Design/Build Project, "Design Contract" means the Design/Build Contract.

1.12 "Design For Construction" means the complete and final design and construction documents, including, without limitation, plans, drawings, specifications, manuals, related materials, and all addenda, changes, and modifications thereto, prepared or provided by a Project Architect pursuant to a Design Contract for use in constructing a Project, or any particular phase thereof if Owner has approved staging of the design in phases, performing the Work for such Project, or such phase if applicable, and rendering such Project, or such phase if applicable, fully operational and usable for its intended purpose.

1.13 "Design Phase" means the phase of a Project commencing with the execution of a Design Contract for such Project, or Owner's authorization to the Project Architect to commence design services for such Project, whichever occurs first, and ending upon completion of the Design for Construction for such Project, or any particular phase thereof if Owner has approved staging of the design in phases.

1.14 "Effective Date" means October 1, 2022.

1.15 "Execution Plan" means the manual of processes and procedures adopted and utilized by Owner to monitor Projects.

1.16 "Final Completion" means the completion of all Work required by, and in strict compliance with, the Construction Contract for a Project, including start-up, testing, permitting, and all preparations necessary to open and operate such Project for its intended purpose.

1.17 "Life Cycle Cost" means the sum of all costs of a Project over its useful life, and includes the cost of design, construction, acquisition, operation, maintenance, and salvage/resale value.

1.18 "Owner's Representative" means the individual named by Owner, in writing, to act on Owner's behalf in the administration of this Agreement. The initial Owner's Representative shall be Owner's Executive Director of Facility Management.

1.19 "Preliminary Design" means all design documents constituting the preliminary design of a Project as required by and defined in the Design Contract for such Project.

1.20 "Program" means the program for the design, construction and repair work as to existing and new schools in the Owner's school system, as set forth more particularly in the Owner's Capital Improvement Plan ("CIP") which is attached hereto as Exhibit "D" and which is incorporated herein by referenced; provided, however, that the Program and CIP are subject to modification by addition, deletion, elimination or other revision, at the sole and absolute discretion of Owner's Board of Education.

1.21 "Project" means a school or other facility design and construction or renovation or addition undertaking.

1.22 "Project Architect": (a) in respect of a Project that is not a Design/Build Project, "Project Architect" means a person or entity with whom the Owner contracts for design of a Project and performance of related services; (b) in respect of a Design/Build Project, "Project Architect" means the Design/Builder.

1.23 "Reimbursable Expenses" means, and shall be limited to, those items set forth herein or in Exhibit "A", attached hereto.

1.24 "Services" means all the services, duties, obligations and responsibilities required of Program Manager pursuant to the terms of this Agreement.

1.25 "Subcontractor" means any person or entity hired by Program Manager to perform any portion of the Services.

1.26 "Substantial Completion": (a) in respect of a Project that is not a Design/Build Project, "Substantial Completion" means that point at which, as certified in writing by the Project Architect, a Project is at a level of completion in strict compliance with the Construction Contract such that the Owner can enjoy beneficial use or occupancy, and can use or operate it in all respects, for its intended purpose; and (b) in respect of a Design/Build Project, "Substantial Completion" means that point at which, as certified in writing by the Program Manager, a Project is at a level of completion in strict compliance with the Construction Contract such that the Owner can enjoy beneficial use or occupancy, and can use or operate it in all respects, for its intended purpose.

1.27 "Value Engineering" means the detailed analysis of systems, equipment, materials, services, facilities, and supplies required by a Construction Contract for the purpose of achieving the desired and essential functions of Owner's Project at the lowest Life Cycle Cost consistent with required and necessary performance, reliability, quality and safety.

1.28 "Work" means any and all labor, supervision, work, supplies, fixtures, furnishings, vehicles, equipment, services, tools, materials, computers, utilities, items, documents and things

required by a Construction Contract to construct, test, certify, permit and render a Project, and every component thereof, operational and usable for its intended purpose.

ARTICLE 2

REPRESENTATIONS

2.1 Specific Representations. By executing this Agreement and undertaking to perform the Services, Program Manager makes the following express representations and warranties to Owner upon which Owner may fully rely:

2.1.1 Program Manager is professionally qualified to act as the program manager for the Program and the Projects and has, and shall maintain, any and all licenses, permits, and other authorizations necessary to act as Program Manager for the Program and Projects and to perform the Services required hereunder.

2.1.2 Program Manager has become familiar with the local conditions under which the Program and the Projects are to be implemented and undertaken.

2.1.3 Program Manager has the skill, capability and experience, including sufficient qualified and competent personnel, to effectively, efficiently and timely perform the Services and manage the Program. Program Manager will continuously furnish sufficient personnel to progress the Program and perform the Services in a timely and proper manner.

2.1.4 Program Manager shall comply with all Applicable Laws governing the performance of the Services.

2.1.5 Program Manager assumes full responsibility to Owner for the acts and omissions of its officers, employees, agents, Subcontractors, consultants, and others employed or retained by it in connection with the Project and performance of the Services.

2.2 Enumerated Representations Not Exhaustive. Nothing contained in this Article 2 shall in any manner supersede, limit, or restrict any other duty, responsibility, representation, or warranty created by this Agreement or by law.

ARTICLE 3

PROGRAM MANAGER'S PERFORMANCE: GENERAL PROVISIONS

3.1 Standard Of Care. Program Manager shall perform all Services at a level, and to a standard of care, consistent with the standards and quality prevailing among first-class, nationally recognized program, project and construction management firms of superior knowledge, skill and experience engaged in programs and projects of similar size and complexity to the Program. Program Manager shall carry out and complete all Services in an efficient, thorough, timely and economical manner, and in strict accordance with the terms of this Agreement.

3.2 Owner's Agent. Program Manager shall be Owner's agent in performing the Services, shall promote and protect Owner's interests, and shall have a fiduciary obligation of undivided loyalty and trust to Owner in connection therewith, and by executing this Agreement expressly accepts the relationship of trust and confidence placed in Program Manager by Owner.

Unless otherwise directed by Owner in writing, the Program Manager shall act as Owner's agent to each Project Architect and Contractor. In performing services under this Agreement, the Program Manager is an independent contractor to the Owner, and is not an employee of or joint venture with the Owner.

3.3 Time Of The Essence. Program Manager acknowledges that time is of the essence to the Program and each Project and in the performance of Program Manager's Services. Program Manager shall perform and complete the Services in a timely manner in accordance with the Program Schedule.

3.4 Compliance With Applicable Laws. Without assuming the responsibility of the Project Architect for the accuracy, adequacy and completeness of design, and without assuming the responsibility of the Contractor for the performance of any construction work, Program Manager shall reasonably ensure that each Project is designed and constructed in a manner to meet the requirements of all Applicable Laws. Program Manager shall immediately report to Owner in writing any known actual or potential violation of any Applicable Law by any person or entity, including, without limitation, the Project Architect and/or the Contractor.

3.5 Duty To Correct Defective Services. Program Manager shall promptly correct any errors, omissions, and deficiencies in its performance of the Services, at its own cost and without additional compensation or reimbursement, and Program Manager shall not be compensated for performing any Services necessitated by its failure to perform in accordance with this Agreement.

3.6 Program Manager's Performance Not Discharged By Duties Of Others. Program Manager's Services under this Agreement shall not be changed, altered, discharged, released or satisfied by any duty, obligation or responsibility of a Project Architect or a Contractor. Program Manager is not a third-party beneficiary of any agreement by and between Owner and any Project Architect or Contractor. It is expressly acknowledged and agreed that Program Manager's Services to Owner are independent of, and are not diminished by, any duties owed to Owner by any Project Architect or Contractor.

3.7 Cooperation With Project Participants; Relationship Of Parties. Program Manager shall cooperate fully with each Project Architect with respect to the duties, obligations, responsibilities and services of such Project Architect, including those set forth in any applicable Design Contract, with each Contractor with respect to the duties, obligations, responsibilities and services of such Contractor. Such duty of cooperation includes, as the Program's or any Project's needs may require, furnishing information and documents to, meeting with, and consulting with, the Project Architect and/or Contractor with respect to inspection, testing and analysis of any Work. In providing the Services hereunder, Program Manager shall endeavor to maintain a working relationship with each Project Architect and each Contractor on behalf of Owner. However, nothing in this Agreement shall be construed to mean or imply that Program Manager assumes any of the responsibilities or duties of each Project Architect or Contractor. Each Project Architect shall be solely and exclusively responsible for the design of the aspects of each of the Projects for which it is retained. Each Project Architect shall design and inspect the Projects in accordance with the respective Design Contract between each Project Architect and Owner relating to the Projects. Each Contractor shall be solely and exclusively responsible for the construction of the aspects of the Projects for which each Contractor shall be retained, including all means, methods, techniques, sequences and procedures used in construction of the Projects and for the safety of personnel and property at the site of the Projects during such construction, and shall construct the Projects in accordance with the respective Construction Contract between each Contractor and Owner relating to the Projects.

3.8 Program Manager Not To Perform Design Or Construction. Unless expressly authorized in writing by Owner's Representative, neither Program Manager nor any subsidiary, affiliate or joint venture partner of Program Manager shall perform, or enter into any agreement to perform, any design or construction work in connection with the Program, any Project or any other design, construction, consulting or other project undertaken by Owner outside of the Program.

ARTICLE 4

PROGRAM MANAGER'S BASIC SERVICES

4.1 Generally. At all times during the term hereof, Program Manager shall perform the Basic Services set forth in, or reasonably implied by or inferable from, this Article 4. Program Manager agrees to furnish efficient business administration and management services in connection with the performance of all Services.

4.2 Consultation With Owner. Program Manager shall consult in detail with Owner in order to:

- (a) Review Owner's existing facilities as applicable to the scope of the Program;
- (b) Learn Owner's needs and objectives;
- (c) Review Owner's design, construction, budgetary, cash flow and operational requirements; and
- (d) Review Owner's educational specifications.

4.3 Review Applicable Laws. Program Manager shall review all Applicable Laws and notify Owner's Representative in writing of any areas that may be of concern or difficulty in compliance.

4.4 Owner's Execution Plan. Program Manager shall review and comply with Owner's Execution Plan.

4.5 Monthly Reports. Program Manager shall prepare and submit to Owner's Representative on the tenth day of each month a written report summarizing the progress of the Program and each Project during the preceding month (the "Monthly Report"). The Monthly Report shall set forth, in detail reasonably satisfactory to Owner, significant facts and events occurring during the preceding month, such that Owner will be fully informed of the progress of the Program and each Project. The Monthly Report shall describe any problems or obstacles that may adversely affect the budget or schedule of the Program or any Project or the quality of design and construction work being performed. The Monthly Report shall include, without limitation, the following:

- (a) An update for each Project schedule, which shall identify any delays to each Project, as well as the cause and extent of such delays, and shall make recommendations for eliminating or minimizing such delays and the effects thereof;
- (b) Updates of the budget and cash flow analysis for the Program and each Project, subdivided into design and construction phases, showing costs incurred in the

preceding month as well as month-by-month projection and forecast of future anticipated costs and payments by Owner;

- (c) A summary of all change orders approved for each Project during the preceding month, which summary shall indicate the cost and cause of each such change order, and shall give the cumulative total costs of all change orders approved to date for each Project, expressed in gross dollars and as a percentage of the Construction Contract price;
- (d) A summary of all requests or claims for additional compensation or time extensions received from any Project Architect or Contractor.

Concurrent with submission of the Monthly Report, the Program Manager shall submit an executive summary thereof to Owner's Chief Operating Officer. The executive summary shall note any significant impediments and delays to any Project, as well as all claims for additional compensation or time made by any Project Architect or Contractor. Within five (5) days after submission of the Monthly Report, the Program Manager shall meet with Owner's Representative to review the Monthly Report and address any issues or concerns related to the Program or any Project.

4.6 Attendance At Meetings. Program Manager shall attend such meetings as Owner's Representative requests, and shall attend any and all other meetings as necessary to protect the interests of the Program, each Project and the Owner. In addition to all meetings Program Manager is otherwise required to attend pursuant to this Agreement, Program Manager shall schedule and attend meetings with each Project Architect, Contractor and others that Program Manager, in the exercise of its professional judgment, deems necessary or in the interests of each Project or Owner. Program Manager shall give Owner not less than twenty-four (24) hours prior written notice of any meeting scheduled by Program Manager. Owner shall give Program Manager not less than twenty-four (24) hours prior notice of any meeting scheduled by Owner. At every meeting Program Manager is required to attend, Program Manager shall be represented at such meeting by, at a minimum, Program Manager's representative for each subject being discussed at such meeting.

4.6.1 Preparation And Distribution of Meeting Minutes. At every meeting Program Manager attends, Program Manager shall keep written minutes of the meeting and distribute typed copies of same to Owner and all in attendance at such meeting, as well as anyone else Program Manager believes, in the exercise of its professional judgment, should review such minutes.

4.7 Program Schedule. Program Manager shall prepare and submit to Owner's Representative within thirty (30) days of receipt of the date hereof, a schedule for the Program in such form as Owner may require (the "Program Schedule"). The Program Schedule shall establish and show milestones, including start and finish dates, for critical phases and events for the overall Program and for the design and construction of each Project. Program Manager shall continually update the Program Schedule throughout the duration of the Program, including updating the Program Schedule as updates are made to each Project schedule

4.7.1 Notice Of Delays To Program and Project Schedules. Program Manager shall, in writing, immediately notify Owner's Representative of delays or anticipated potential delays to the Program Schedule or any Project schedule and make recommendations for eliminating or minimizing such delays and the effects thereof.

4.8 Budget And Cash Flow Analysis. Program Manager shall prepare and submit to Owner's Representative, on at least a quarterly basis, a budget and anticipated cash flow analysis for the Program and each Project, subdivided into design and construction phases for each Project. Site acquisition costs shall be shown separately. Program Manager shall continually update such analysis throughout the duration of the Program.

4.9 Communications And Reporting. All communications from Program Manager to Owner, excepting only ordinary and routine communications, shall be in writing and shall be directed to the Owner's Representative, with copies to such other persons as designated from time to time by Owner.

4.10 Document Control. Program Manager shall be responsible for Owner's document control for the Program and each Project, including reviewing all documents received by Owner and Program Manager, copying and distribution of documents as necessary, and storage and retrieval of documents. Program Manager shall confirm that Owner receives all documents required to be submitted to Owner and that Owner acquires copies of all documents that it is in the Owner's interest to acquire.

4.10.1 Computerized System. Program Manager shall implement and utilize a computerized system for management and control of documents and information. Such system shall be capable of, at a minimum, cataloging, sorting, searching and retrieving all permits, correspondence, transmittals, pay requests, change orders, requests for information, meeting minutes, and progress reports. Owner shall have access to such system at all times, and all databases created with the system shall be the property of Owner.

4.11 Maintenance Of Construction Contract Documents. Program Manager shall maintain on behalf of, and for use by, Owner a complete and current set of all documents comprising or incorporated in the Construction Contract for the Project.

4.12 Project Reviews With Project Architect. Upon execution of a Design Contract, Program Manager shall meet with the Project Architect to review the Project analysis, the design criteria, the Project budget, the design schedule, the Project Schedule, Applicable Laws affecting the Project, and channels for communications and reporting.

4.13 Verify Project Architect's Insurance. Program Manager shall review all insurance certificates and policies submitted by each Project Architect for compliance with the Design Contract, and shall seek compliance by the Project Architect where necessary. Program Manager shall verify such compliance to Owner in writing. Program Manager shall not permit a Project Architect to commence or continue with performance or provision of design services if the Project Architect is not in full compliance with insurance requirements, but shall immediately notify Owner in writing of such noncompliance.

4.14 Twice Monthly Meetings With Project Architect. During the Design Phase of each Project, Program Manager shall meet not less than twice every month with the Project Architect to review the progress of design work and identify any delays or potential delays to the design schedule, deviation from Owner's design and budget criteria, and constructability problems.

4.14.1 Identification of Potential Cost Savings. During and after such meetings, Program Manager shall study and evaluate the construction materials, building systems, and equipment called for in the design for the purpose of identifying any potential savings that may be achieved through Value Engineering, commonality or similarity of materials

and equipment, procurement by Owner, bulk purchasing and economies of scale. Program Manager shall also evaluate the design for the purpose of achieving maximum efficiency and cost-effectiveness in construction and installation, future expandability of the Project, Life Cycle Costs, ease of maintenance, and economy of operation.

4.14.2 Written Reports To Owner. Within three (3) working days after each such meeting, Program Manager shall submit to Owner's Representative and Project Architect a written report setting out in detail:

- (a) Any actual or potential problems, delays or impediments to the successful and timely completion of the design or the Project, and making recommendations for eliminating or minimizing same; and
- (b) Any potential cost savings, as well as potential improvements in constructability and operation of the Project, and making recommendations regarding same.

4.15 Review Cost-Saving Recommendations With Owner. Program Manager shall consult with Owner regarding all potential cost-saving measures recommended or identified by Program Manager. Upon Owner's written authorization, Program Manager shall implement, or direct implementation of, such cost-saving measures as Owner approves.

4.16 Review Of Geotechnical Reports. Program Manager shall review all geotechnical reports submitted in a timely manner and promptly report to Owner in writing any impact upon cost or timely completion indicated by such reports, along with Program Manager's recommendation for cost savings and avoidance of delay.

4.17 Review And Certification Of Project Architect's Pay Requests. Program Manager shall review each pay request submitted by a Project Architect and, within seven (7) days of receiving same, certify to Owner the amount that, in Program Manager's professional judgment, is due such Project Architect pursuant to the applicable Design Contract. Such certification by Program Manager shall be a representation to Owner that the amount certified is currently owed to such Project Architect under the terms of the Design Contract and that the Program Manager knows of no reason why any portion of such amount should be withheld.

4.18 Review Of Preliminary Design. Program Manager shall review the Preliminary Design for the Project upon submission by the Project Architect and shall evaluate same for completeness, accuracy, clarity, compliance with Project requirements, compliance with Owner's design criteria and budget, errors and omissions, coordination of drawings, constructability and compliance with Applicable Laws.

4.18.1 Written Report To Owner. Upon completion of such review, Program Manager shall submit to Owner a written report that identifies with respect to the Preliminary Design any problems or areas of concern and any deviations from the Project requirements, and makes recommendations for eliminating or minimizing same. Such report shall include Program Manager's estimate, in such detail as Owner may reasonably require, of the cost of construction of the Project, and shall identify any deviations from the original Project budget and the cause of same, as well as any impact upon the Project budget. The report shall make recommendations for eliminating or minimizing such deviations, by Value Engineering or other means.

4.19 Review Of Design For Construction. Program Manager shall review the Design for Construction for the Project upon submission by the Project Architect and shall evaluate same

for completeness, accuracy, clarity, compliance with Project requirements, compliance with Owner's design criteria and budget, errors and omissions, coordination of drawings, constructability and compliance with Applicable Laws.

4.19.1 Written Report To Owner. Upon completion of such review, Program Manager shall submit to Owner a written report that identifies with respect to the Design for Construction any problems or areas of concern and any deviations from the Project requirements, and makes recommendations for eliminating or minimizing same. Such report shall include Program's Manager's estimate, in such detail as Owner may reasonably require, of the cost of construction of the Project, and shall identify any deviations from the original Project budget and the cause of same, as well as any impact upon the Project budget. The report shall make recommendations for eliminating or minimizing such deviations, by Value Engineering or other means.

4.20 Design Reviews. Program Manager shall make recommendations to the Owner and Project Architects with respect to constructability, construction cost, sequence of construction, scheduling and separation of the Project into contracts for various categories of work. Comments of the Program Manager during any Design reviews shall be advisory and not directives. All reviews shall be provided with due care; provided, however, that the performance of these reviews will not: (i) relieve the Project Architects of their responsibility to provide sound designs and to prepare the Construction Documents properly or (ii) make the Program Manager responsible for, or an insurer of, the designs prepared by the Project Architects and/or the performance of the Project Architects.

4.21 Services During Bidding. During the bidding or proposing for construction of the Project, Program Manager shall perform the following services:

4.21.1 In consultation with Owner and, if applicable, the Project Architect, prepare all necessary bid and proposal forms and documents.

4.21.2 In consultation with Owner, prepare and publish advertisements for bids or proposals for construction, or in the case of Design/Build Projects, for design and construction. In scheduling bid or proposal dates, Program Manager shall monitor the local construction market, noting in particular the bid or proposal dates of other significant construction projects. To the fullest extent possible consistent with Owner's scheduling needs, Program Manager shall avoid setting bid or proposal dates for the Project which conflict with bid or proposal dates for other construction projects in the area, it being Owner's desire to have the maximum possible interest in bidding or proposing on its Projects.

4.21.3 As necessary, or upon request by Owner, stimulate bidder or offeror interest by direct contact with qualified contractors and construction managers and design/builders.

4.21.4 Monitor and expedite the bidding or proposal process by tracking recipients of bid or proposal documents, obtaining and facilitating answers to bidders' or offerors' questions and furnishing necessary information, and facilitating the issuance of addenda. At the request of Owner, assist Owner in conducting pre-bid or pre-proposal conferences and attend all site visits.

4.21.5 In respect of Projects that are not Design/Build Projects, assist the Project Architect in preparing addenda in consultation with the Owner, as necessary. In respect

of Design/Build Projects, prepare addenda in consultation with the Owner, as necessary. Review all addenda for accuracy and completeness, compliance with Project criteria, constructability and impact on the construction schedule and cost, and report any significant cost or schedule impacts and any problems and areas of concern to Owner prior to issuance of addenda.

4.21.6 Analyze all bids or proposals received for completeness, responsiveness, price and compliance with bid bond requirements.

4.21.7 Investigate the background of all bidders or offerors, including such bidders' or offerors' experience in the local construction market, experience in construction, and if applicable, design, of educational facilities, qualifications to construct, and if applicable, design, the Project being bid or proposed, financial and bond capacity, and claims history.

4.21.8 In consultation with the Owner, evaluate bids or proposals and make recommendations regarding selection of the Contractor.

4.21.9 Program Manager shall assist Owner in negotiating the Construction Contract with the Contractor selected by Owner. Nothing herein shall be construed to indicate that the Program Manager shall be engaged in the practice of law, or the giving of legal advice.

4.21.10 Program Manager shall comply with all Applicable Laws and Owner policies and procedures in connection with all solicitations of bids and submissions, interviews and negotiations with all Project Architects, Contractors and other Project participants.

4.22 Reducing Bid Or Proposal Amounts. In the event that the lowest acceptable bid or proposal for construction of a Project, or the lowest acceptable bid or proposal for design and construction in the case of a Design/Build Project, exceeds the construction portion of the Project budget, or exceeds the design and construction portions of the Project budget in the case of a Design/Build Project, Program Manager shall, in consultation with the Owner, negotiate with the lowest responsible, responsive bidder or offeror to lower the bid or proposal to an amount acceptable to Owner. If such negotiations are unsuccessful in lowering the bid or proposal to an amount acceptable to Owner, Program Manager shall, in cooperation with the Project Architect if applicable, advise Owner on means of Value Engineering or lowering the cost of construction and, if applicable, design. Program Manager shall assist in implementing any measure decided upon by Owner to achieve such savings.

4.23 Notice To Proceed. Program Manager shall prepare and, after obtaining Owner's written approval, issue the notice to proceed to the Contractor.

4.24 Conduct Preconstruction Conference. Program Manager shall conduct a preconstruction conference with the Project Architect and the Contractor for the purpose of reviewing any special requirements related to site access, safety, coordination with school activities, communications and reporting procedures, scheduling, submittals, pay requests, change orders, inspections and any other matters relevant to the performance of the Program Manager, Project Architect, and Contractor. Within three (3) business days after the preconstruction conference, Program Manager shall prepare detailed minutes of the conference and distribute same to Owner and all attendees.

4.25 Procurement Of Special Services. Program Manager shall, as Owner's agent, procure, coordinate and supervise the services of surveyors, testing laboratories, and other special consultants required for each Project. Program Manager shall monitor all test results and notify Owner and Project Architect in writing of any known or observed problems.

4.26 Perform Owner's Obligations Under Construction Contract. Unless otherwise directed by Owner, Program Manager shall coordinate with Owner to schedule, coordinate, assist with and facilitate the performance of, all of Owner's duties under the Construction Contract. In addition, and without limiting the generality of the foregoing, and any provision hereof to the contrary notwithstanding, the Program Manager shall perform, as Basic Services, all of the duties of the "Owner's Representative", as that term is defined in a Design/Build Contract, under each Design/Build Contract. Program Manager shall coordinate with Owner to schedule and coordinate the procurement, delivery and security of any materials, furnishings and equipment to be furnished to the Project or any Project by Owner. Program Manager will monitor and assist in expediting the progress of the Work.

4.27 Permits And Licenses. Program Manager shall confirm that all permits and licenses that are required by contract or Applicable Laws are obtained. Program Manager shall not permit the Contractor to perform any Work requiring a permit or license unless the permit or license has been obtained.

4.28 Contractor's Bonds And Insurance Requirements. Program Manager shall review all insurance certificates and policies, payment bonds and performance bonds submitted by the Contractor for compliance with requirements of the Construction Contract, and Program Manager shall maintain on file copies of same. Program Manager shall verify to Owner in writing Contractor's compliance with such requirements. Program Manager shall not permit any Contractor to commence or continue with performance of the Work under the Construction Contract if such Contractor is not in compliance with all insurance and bond requirements, and shall immediately notify Owner in writing of such noncompliance.

4.29 Review Of Construction Schedule. Program Manager shall review the construction schedule submitted by the Contractor. Program Manager shall verify that such schedule is reasonable and practical and conforms with the requirements of the Construction Contract and the Project schedule, and Program Manager shall represent same to Owner in writing prior to approving Contractor's use of such construction schedule. Program Manager shall furnish Owner a summary of the construction schedule showing the Contractor's critical path logic, and shall keep the construction schedule and updates thereof available for Owner's use and review. When approved by Program Manager, a construction schedule shall be a basis for measuring progress of a Project and payment to the Contractor.

4.30 Construction Schedule Updates. Program Manager shall obtain and review all monthly updates of the construction schedules. Program Manager shall verify that such updates are consistent with the actual progress of construction as observed by Program Manager. Program Manager shall notify Owner in writing if an update indicates slippage in a construction schedule or delays to Project completion, and shall make recommendations for eliminating or minimizing such delays and the effects of same, as well as appropriate withholding of payment from the Contractor pursuant to the Construction Contract.

4.31 Review Contractor's Schedules Of Values. Upon receipt from the Contractor, Program Manager shall examine the Contractor's schedule of values together with all supporting documentation that may be required by the Construction Contract. The purpose of such examination shall be to protect Owner from an unbalanced schedule of values which allocates

greater value to certain elements of the Work than is indicated by such supporting documentation, or than is reasonable under the circumstances. If the schedule of values is not found to be appropriate, or if the supporting documentation is deemed to be inadequate, Program Manager shall notify Owner and the Project Architect in writing. After making its examination, if the schedule of values is found by Program Manager to be appropriate as submitted, or if necessary, as revised, Program Manager shall sign the schedule of values thereby indicating its informed belief that the schedule of values constitutes a reasonable, balanced basis for payment of the Construction Contract price to the Contractor. Program Manager shall not sign such schedule of values in the absence of such belief.

4.32 Project Administration. Program Manager shall provide a management team to administer the Projects as an agent of Owner. Program Manager shall establish and implement a program to monitor the quality of the Work. Said program shall be adequate to allow Program Manager to determine if the quality of the Work for each Project meets the requirements of the Construction Contract. Program Manager will not issue instructions contrary to the Construction Contract. The Project administration services performed by Program Manager and the monitoring by the Program Manager of the quality of the construction will in no way release or relieve Contractor from any obligation to perform the Work in accordance with the Construction Contract. Program Manager will exercise due care in reviewing the quality of the Work, provided however, that the performance of such quality review:

- (a) Shall not relieve Contractor of any obligation to perform the Work in strict conformity with the Construction Contract and in strict conformity with all Applicable Laws; and
- (b) Shall not indicate or imply that Program Manager is in control or charge of any construction means, methods, techniques or sequences or any safety procedures or programs in connection with the Work.

Program Manager shall promptly notify Owner in writing of any known material breach of a Construction Contract by a Contractor and shall take all steps necessary to remedy such breach and to minimize or eliminate the effect of such breach on the timely and proper completion of the Work. Program Manager shall coordinate communication between all parties involved in construction of the Project. Program Manager shall monitor all construction activities and, through Owner's Representative and, where applicable, the school principal, coordinate same with school activities and functions and other needs of the Owner.

4.33 Contract Administration By Project Architect. Program Manager shall monitor the performance of Construction Contract administration duties by the Project Architect, including, without limitation, the timeliness of the Project Architect's review of submittals, change orders and Contractor pay requests. Owner may require Program Manager to perform, as an Additional Service unless set forth elsewhere in this Agreement as a Basic Service, all contract administration duties that would otherwise be performed by the Project Architect.

4.34 Safety; Violations. Program Manager will ascertain that Contractor has safety and accident prevention programs and procedures in place which cover all construction activities and all persons at the Project site, including subcontractors, visitors and suppliers or material and equipment. Without assuming the responsibility of the Project Architect for the accuracy, adequacy and completeness of design, and without assuming the responsibility of the Contractor, Program Manager shall immediately notify Owner's Representative in writing of any known, observed or suspected safety violations and hazardous conditions occurring or existing anywhere in the Project.

4.35 Job Site Meetings. Program Manager shall schedule and conduct regular job-site meetings with the Project Architect, Contractor, and, as necessary, major subcontractors and/or testing firms. Such meetings shall be scheduled and held with such frequency as may be appropriate for the Project, but in no event less frequent than monthly. The purpose of such meetings shall be to address all matters and issues relating to quality, quantity and progress of the Work. Within three (3) business days after each such meeting, Program Manager shall prepare and deliver to Owner and all in attendance at such meeting detailed minutes of same.

4.36 Review Of RFI's. Program Manager shall review all requests for information and interpretation submitted by Contractors. Where appropriate, Program Manager shall provide information to Contractors on behalf of Owner. With respect to any interpretation rendered by the Project Architect of a requirement of the Construction Contract, Program Manager shall carefully review such interpretation and shall immediately advise Owner in writing if Program Manager disagrees with any such interpretation. Program Manager shall maintain a log of all requests for information and interpretation, which shall record the date of receipt of, a description of, and date of response to, each request.

4.37 Review Of Contractor's Pay Requests. In respect of Projects that are not Design/Build Projects, Program Manager shall review each Contractor pay request upon receipt from the Project Architect, and shall certify to Owner the amount that, in Program Manager's professional judgment, is due the Contractor. In respect of Design/Build Projects, Program Manager shall review each pay request submitted by the Design/Builder and, within seven (7) days of receiving same, certify to Owner the amount that, in Program Manager's professional judgment, is due such Design/Builder pursuant to the Design/Build Contract. Program Manager shall notify Owner in writing of any disagreement with the Project Architect's certification and any reasons for such disagreement. Program Manager's certification of any Contractor pay request shall be a representation to Owner that, to the best of the Program Manager's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, the amount certified is currently owed to the Contractor under the terms of the Construction Contract and that Program Manager knows of no reason why any portion of such amount should be withheld.

4.38 Change Order Review. Program Manager shall review all change order requests or proposals submitted, and, within ten (10) days after receipt thereof, or more expeditiously if necessary to avoid delay to the construction schedule, shall, after consultation with the Project Architect, advise Owner in writing as to the cause, necessity, purpose, advantages and disadvantages, likely cost, likely effect on the construction schedule and the construction schedule and all other impacts and problems that may result from the issuance or nonissuance of a change order. Program Manager shall advise Owner of any reasonable alternatives to the change order request or proposal, and shall recommend a course of action. Program Manager shall negotiate, on Owner's behalf, cost increases and decreases and time extensions resulting from each change order with the party requesting the change order. Program Manager shall maintain a log of all change order requests and proposals, the amounts of same, all actions taken thereon, and the dates thereof. Program Manager will prepare monthly, or more frequently if reasonably required, a change order report to Owner identifying all additional professional services, increases in scope, increases in budget and time extensions for each Project.

4.39 Program Manager's Daily Log. During construction, Program Manager shall maintain a daily log of events and job site conditions of which the Program Manager is aware, including, without limitation, adverse weather, specific Work accomplished, equipment breakdowns and failures, procurement and delivery problems, accidents and injuries, safety violations and citations, and any other events or circumstances impacting the progress, cost or

quality of the Project; provided, however, that Program Manager shall not be required to maintain a full time presence on the site of the Project, subject to the following provisions of this paragraph 4.39. The Program Manager shall maintain a person on the site of a new school Project for not less than one half (1/2) day during each and every day there is Work performed on the site of such new school Project. Subject to the Owner's rights under paragraph 9.4 of this Agreement, the Program Manager shall exercise its best efforts to ensure to the fullest extent practicable that the person referred to in the immediately preceding sentence in respect of a new school Project is the same person for the duration of such new school Project. Without assuming the responsibilities of the Project Architect and without assuming the responsibilities of the Contractor, and subject to those provisions in this Agreement concerning the duties belonging to Contractor, such person shall affirmatively inquire into the matters described in this paragraph 4.39. Such person shall maintain a daily log in accordance with the first sentence of this paragraph 4.39 and shall submit a copy of such log to the Owner not less frequently than weekly.

4.40 Testing And Startup. Program Manager shall observe the testing and startup of all utilities, operating systems and equipment and shall report the results of same to Owner in writing. The Project Architect and Contractor shall provide schematic drawings and specifications and appropriate operational charts relating to mechanical and electrical systems for posting in the mechanical equipment rooms. Program Manager shall deliver to Owner all written material such as operations and maintenance manuals for all equipment, and all warranties and guaranties required by the Construction Contract.

4.41 As-Built Drawings. Program Manager shall review all as-built drawings and shall certify to Owner that all as-built drawings are adequate and complete based on the Program Manager's investigation, knowledge and belief.

4.42 Owner Training. Program Manager shall arrange for training of Owner's personnel in the maintenance and operation of all equipment and systems.

4.43 Punchlists And Defective Work; Certificates Of Completion. Program Manager shall, with the assistance of the Project Architect, make determinations as to whether all or significant portion of the Work are Substantially Complete and will prepare a punchlist and notify Contractor of any observed incomplete or defective Work. When incomplete or defective Work has been remedied by Contractor, Program Manager will advise Owner of the acceptability and completeness of all or significant portions of the Project and, together with the Architect, issue a Certificate of Substantial Completion pertaining to completed Work. Program Manager shall, in conjunction with the Project Architect and after the correction of all punchlist items, make a final comprehensive inspection of the Project and, in conjunction with the Project Architect, make a report to Owner which will indicate whether the Program Manager and Architect find the Work to be acceptable and in accordance with the Construction Contract. Program Manager shall report to Owner on a weekly basis and in writing the Contractor's progress in curing and completing punchlist Work.

4.44 Transfer Of Project To Owner. Program Manager shall assist Owner in the transfer of the completed Project to Owner. Such assistance shall include, without limitation, procuring keys to the Project, transfer of Project security, obtaining the certificate of occupancy and all other matters relating to Owner's initial occupation and possession of the Project.

4.45 Claims Assistance. Program Manager shall review and evaluate any and all claims for additional compensation or time extensions submitted by the Contractor or the Project Architect. Program Manager shall consult with Owner with respect to the nature, basis and merits

of such claims. If requested by Owner in writing, Program Manager shall negotiate such claims with the claimant on Owner's behalf.

4.46 Warranty Work. During the one (1) year period after Substantial Completion of each Project, Program Manager will provide evaluation services for the purpose of determining the cause and potential solutions for any significant Project problems and finding a solution to such problems. Any evaluation service performed by Program Manager shall be conducted in conjunction with the Project Architect. The Program Manager will conduct follow-up inspections as required to verify that all warranty items have been corrected. Program Manager shall conduct monthly meetings with the principals of schools that are under warranty for the purpose of identifying and addressing construction related issues that arise during the warranty period. Program Manager shall develop a tracking list of issues identified and maintain an ongoing status of the resolution of the issues identified. Program Manager shall report to Owner in writing all such warranty work performed and any problems experienced with the delivery and quality of such performance.

4.47 Final Payment and Accounting. Program Manager will assemble all final lien releases provided by Contractor and will recommend to Owner whether to make final payment to Contractor. Program Manager will, based upon information provided to Program Manager by the Project Architect and Contractor, prepare a final cost accounting report for each Project. If, after final payment to a Contractor, including final payment to a Contractor which is terminated or which has abandoned a Project, it is determined that the Contractor has received total payments in excess of the amount to which it is entitled based on Program Manager's approval of an application for payment or a recommendation for final payment, the Program Manager shall demand reimbursement of said payment from the Contractor. In the event Contractor fails to make said reimbursement within thirty (30) days after said demand and the Program Manager did not exercise the standard of care required of it under this Agreement in approving the application or making the recommendation that led to the excess payment, Program Manager shall be responsible to reimburse Owner for said payment. As to any such reimbursement made by Program Manager, Program Manager shall be subrogated to Owner's rights against the Contractor and surety.

4.48 Project Architect Or Contractor Default. In the event of a default by a Project Architect or Contractor, Program Manager shall perform services made necessary solely by the default of a Project Architect or a Contractor including, without limitation, evaluating, reporting and documenting the existing status of the Work, assisting Owner with evaluating proposals for replacement Project Architects and/or Contractors, developing recovery schedules, and assisting Owner with any claims made by or against any defaulting party; provided, however that Program Manager shall not be required to act as a replacement Project Architect or Contractor hereby.

4.49 Submission Of Documents To Reviewing Agencies. Program Manager shall ensure that all required submissions of documents to reviewing agencies, both governmental and otherwise, are complete, timely and in compliance with the requirements of such agencies.

ARTICLE 5

ADDITIONAL SERVICES

5.1 Generally. During the planning, design and construction of the Project, and at all times relevant thereto, Program Manager shall perform the services, duties, obligations and responsibilities set forth in, or reasonably implied by or inferable from, this Article 5, if authorized

and directed by written Change Order executed by Owner pursuant to Article 8 herein. Program Manager agrees to and accepts this scope of Additional Services.

5.2 Changes In The Program. Program Manager shall perform such services as may reasonably be required due to significant changes made in the Program after execution of this Agreement.

5.3 Owner's Insurance. Program Manager shall, in cooperation with Owner's risk management representative, determine Owner's insurance needs for the Program and each Project and assist Owner as needed in procuring necessary coverage.

5.4 Owner Requested Services. Program Manager shall perform such other services related to the Program and the intent of this Agreement as Owner may reasonably request.

ARTICLE 6

OWNER'S OBLIGATIONS OTHER THAN PAYMENT

6.1 Provide Program And Project Information. Owner shall provide Program Manager with adequate information regarding Owner's requirements for the Program and each Project, including any desired or required schedules and any budgetary requirements.

6.2 Owner's Representative. The Owner's Representative shall serve as Owner's Representative for the duration of the Program unless and until replaced by Owner, with written notice of such replacement furnished to Program Manager. Owner's Representative is the only representative of Owner entitled to act on behalf of Owner with respect to this Agreement and the requirements hereof. However, Owner's Representative does not have authority to waive or modify any requirement, condition or term of this Agreement.

6.3 Review Of Documents. Owner shall review any documents submitted by Program Manager requiring Owner's decision and shall render any required decisions pertaining thereto.

6.4 Access To The Site And The Work. Owner shall provide Program Manager access to each Project site and to the Work as necessary for Program Manager to perform this Agreement.

6.5 Cooperation To Secure Permits. Owner shall cooperate with Program Manager in securing any necessary licenses, permits, certificates, approvals or other necessary authorizations for the construction and occupancy of each Project.

6.6 Timely Performance. Owner shall perform those obligations set forth in the Agreement in a reasonably expeditious fashion so as to permit the orderly progress of Program Manager's Services, the Program and each Project.

6.7 Owner's Reviews, Inspections, Approvals, And Payments. Owner's review, inspection, or approval of any Preliminary Design, Design for Construction, Construction Contract, any other design or construction documents, any Work, any schedules, or any documents prepared or submitted by Program Manager shall be solely for the purpose of determining whether same are generally consistent with the Program or Project and Owner's requirements therefore. No review, inspection, or approval by Owner of such Designs, Work or documents shall relieve Program Manager of its responsibility for the strict performance of its obligations under this Agreement or for the accuracy, adequacy, fitness, suitability, or coordination of its Services and

work product. Payment by Owner pursuant to this Agreement shall not constitute a waiver of any of Owner's rights under this Agreement or at law.

6.8 Non-Waiver. It is expressly agreed that Owner's failure to exercise any right or remedy or to require Program Manager's strict compliance with Program Manager's obligations under this Agreement shall not be a waiver or an estoppel of the right to exercise such right or remedy or to insist on such compliance at any other time or on any other occasion.

6.9 Program Manager's Notice Of Nonperformance. If Program Manager believes that Owner is failing, or has failed, to perform properly and timely any of Owner's obligations hereunder, Program Manager shall promptly furnish written notice of same to Owner with copies to the Superintendent of Schools, Owner's Representative and to Owner's legal counsel. Failure by Program Manager to comply with the requirement of this paragraph 6.9 shall constitute a waiver of, and estoppel of the right to assert, any claim or defense related to such failure of performance by Owner.

6.10 Office Space. Owner shall provide office space, office telephones, furniture, office supplies and filing cabinets for the Program Manager at the Sam A. Moss Service Center or such other location as Owner may from time to time designate. All other costs of Program Manager's office shall be borne by the Program Manager and are included in the fee for Basic Services.

ARTICLE 7

PAYMENTS TO PROGRAM MANAGER

7.1 Basis Of Compensation. Owner shall pay, and Program Manager shall accept, as full and complete compensation for Program Manager's performance of Basic Services, a fee of \$_____ [insert]_____ for the SPLOST V portion of the CIP and \$_____ [insert]_____ for the SPLSOT VI portion of the CIP, in each as such fee may be increased or decreased for changes in scope as set forth herein. The fee for Basic Services for the SPLOST V portion of the CIP shall be payable in twenty-four (24) equal monthly installments during the first twenty-four (24) months of the Program, and the fee for Basic Services for the SPLOST VI portion of the CIP shall be payable in sixty (60) equal monthly installments over the full term of the Program. Payment of the fee in full is contingent upon and requires Program Manager to complete all of the Projects in the CIP. In the event all of the Projects are not completed within such sixty (60) month period through no fault of the Contractor, Contractor shall be entitled to the full fee. In the event all of the Projects are not completed within such sixty (60) month period and Program Manger's fault is a contributing cause of the delay, the parties shall negotiate in good faith an equitable adjustment to the Program Manager's compensation and a credit to Owner. In the event that the Owner elects not to commence any Project in the CIP or otherwise materially changes the scope of such Projects, the parties shall negotiate in good faith an equitable adjustment to the Program Manager's compensation.

7.2 Additional Services. Owner and Program agree to negotiate in good faith the additional compensation payable for additional services. Any Additional Services and the compensation therefore shall be set forth in a written amendment to this Agreement.

7.2.1 In the event that Owner and Program Manager agree upon a specific scope of work to be performed as Additional Services, they may agree to perform the work on a lump sum basis. In the event the parties agree to payment on a lump sum basis, the amendment to this Agreement shall include the time within which the Additional Services

are to be provided, and the total agreed-upon compensation shall be divided equally over the number of months such Additional Services are to be provided.

7.2.2 Owner may elect to pay for Additional Services based upon the hourly fee schedule attached as Exhibit "A" to this Agreement. In such event, Program Manager shall submit detailed monthly bills on a monthly basis setting forth the name, job category, billing rate and hours worked on each day for all individuals performing work associated with the Additional Services. Such payments shall be paid monthly in arrears.

7.3 Reimbursable Expenses. Program Manager shall be reimbursed at cost and without mark-up for reasonable out-of-town travel expenses if approved in advance by Owner. The cost of printing, for drawings, specifications and bid packages shall be paid directly by Owner.

7.4 Taxes And Fees. Program Manager's compensation shall be deemed to include, and Program Manager shall be responsible for payment of, all federal, state and local taxes, assessments and fees related to this Agreement and the performance thereof which are enacted and effective as of the date of this Agreement.

7.5 Program Manager's Pay Request. On or before the fifth day of each month after Program Manager commences performance of the Basic Services, Program Manager shall submit to Owner a request for payment ("Pay Request") for the Services performed by Program Manager for the preceding month. The Pay Request shall be supported by such documentation as Owner may require, including certified time sheets for all of Program Manager's personnel and other persons who have performed Services for which payment is requested on an hourly fee basis. Copies of paid receipts for expenses for which Program Manager seeks reimbursement shall be furnished as part of the Pay Request. Unless otherwise directed by Owner's Representative, Pay Requests shall be submitted to Owner's Representative for approval in triplicate.

7.6 Releases Of Claims. All Pay Requests shall be accompanied by Program Manager's executed release and waiver of claims in the form attached hereto as Exhibit "B". Program's Manager's Pay Request for final payment shall be accompanied by an executed release and waiver of claims in the form attached hereto as Exhibit "C".

7.7 Certification Relating To Pay Requests. Each Pay Request shall bear the signature of Program Manager's Program Director, which signature shall constitute Program Manager's representation to Owner that the Basic Services and/or Additional Services indicated in the Pay Request have been properly and timely performed as required herein, that the Reimbursable Expenses included in the Pay Request have been actually, reasonably and properly incurred, that all obligations of Program Manager covered by prior Pay Requests have been paid in full, and that, to the best of Program's Manager's knowledge, information and informed belief, the amount requested is currently due and owing, there being no reason known to Program Manager that payment of any portion thereof should be withheld. Submission of Program Manager's Pay Request for final payment shall further constitute Program Manager's representation to Owner that, upon receipt from Owner of the amount requested, all obligations of Program Manager to others incurred in connection with the Project, will be paid in full. In the event that Owner becomes credibly informed that any of the foregoing representations by Program Manager are wholly or partially inaccurate, Owner may withhold payment of sums then or in the future otherwise due to Program Manager until the inaccuracy, and the cause thereof, is corrected to Owner's reasonable satisfaction.

7.8 Payment Of Pay Requests. Owner shall make payment to Program Manager of all sums properly invoiced and approved under the provisions of this Article 7, less any withheld amount authorized by this Agreement and less any amounts owed by Program Manager to Owner, not more than thirty (30) days following Owner's receipt of the Pay Request, provided that the Pay Request is in proper order, is supported by all required documentation, and that all conditions precedent to payment have been satisfied; otherwise, the time for payment of such Pay Requests shall be extended by the amount of time required to cure such deficiencies.

7.9 Withholding Of Payment. Any provision hereof to the contrary notwithstanding, Owner shall not be obligated to make a payment or payments to Program Manager otherwise due or thereafter to become due, to the extent that any one or more of the following conditions exists:

- (a) Program Manager's Pay Request is not in the form or supported by the documentation required by this Agreement;
- (b) Program Manager is in default of any of its obligations hereunder or under the applicable Project Order;
- (c) Any part of such payment is attributable to performance by Program Manager which Owner adjudges to be deficient or not conforming with the requirements of this Agreement; provided, however, that payment shall be made as to the part thereof attributable to performance which is rendered in accordance with this Agreement and is not deficient, subject to other provisions hereof;
- (d) Program Manager has failed to make payments promptly to its Subcontractors, consultants, employees, or others performing Services in connection with the Program in accordance with any agreement therefor, or any person has filed a claim that Program Manager has failed to make payments due to such person; or
- (e) Any person has asserted a claim against Owner in whole or in part on account of alleged acts or omissions of Program Manager.

In the event that any of the foregoing conditions exist, Owner shall be entitled to retain from any sum then due or thereafter to become due an amount sufficient in the judgment of Owner to satisfy, discharge, and defend against such claims, to make good any losses, prospective losses, costs, attorney's fees, and other expenses which may result from the existence of such conditions.

7.10 Disputed Pay Request. In the event Owner's Representative disagrees with or questions all or any portion of any Pay Request, the amount due to Program Manager, or the sufficiency of the information and documentation submitted by Program Manager, Owner's Representative shall notify Program Manager in writing and Owner shall pay the undisputed parts of such Pay Request. If Owner's Representative and Program Manager are able to agree on the amount due under the disputed part of any Pay Request, payment will be made by the payment due date on the original Pay Request or ten (10) days after receipt of a new Pay Request representing the agreed amount, whichever is later.

7.11 Conditions Precedent To Payment. In addition to all other conditions contained in this Agreement, it shall be a condition precedent to any payment otherwise due hereunder that: (a) Program Manager not be in material breach of this Agreement; (b) Program Manager has submitted all documents required by this Agreement; and (c) Program Manager has submitted its Pay Requests and backup documentation in the time, form, and manner required by this Agreement.

ARTICLE 8

CHANGE ORDERS

8.1 Owner's Authority To Order Changes. Owner may, without affecting the validity or enforceability of this Agreement, direct changes in the Services, including additions, deletions, modifications, and revisions thereto, and direct Program Manager to perform Additional Services. Program Manager shall promptly proceed with the performance of the Additional Services in accordance with Owner's directions, and failure to agree on the specific terms of a Change Order shall not be cause for Program Manager's failure to perform the Services or to proceed with any directed change, so long as Owner and Program Manager agree that there has been a change to the Services.

8.2 Adjustments To Compensation By Change Order Only. Adjustments to the Program Manager's compensation for the Services may be made only by Change Order in accordance with the terms of this Article.

8.3 Increases To Program Manager's Compensation. If Owner directs a change in the time or scope of the Services required of Program Manager, or if Owner directs Program Manager to perform Additional Services, then Program Manager's compensation shall be equitably adjusted by a Change Order; provided, however, and on condition that:

- (a) No upward adjustment shall be made to the Program Manager's compensation and no payment of Reimbursable Expenses shall be authorized if such change in the time or scope of the Services, or the need for Additional Services, is caused by the fault, in whole or in part, of Program Manager; and
- (b) Program Manager gives Owner written notice within seven (7) days after the occurrence of the event or commencement of the condition giving rise to the claim for additional compensation and promptly thereafter submits to Owner its documented claim for additional compensation and makes available to Owner all pertinent information requested by Owner relating to such claim, and such request is approved by Owner, which approval shall not be unreasonably withheld.

8.4 Reductions In Program Manager's Compensation. If the Program Manager's Services are reduced in time or scope, the Program Manager's compensation shall be equitably adjusted by Change Order.

8.5 Payment. Payment for Services performed pursuant to a Change Order shall be requested and made in accordance with, and shall be subject to, the provisions of Article 7.

8.6 Change Orders Final. The parties' agreement on any Change Order shall constitute a final settlement on all items covered by such Change Order, as well as all issues and matters related in any way to the circumstances forming the basis for the Change Order.

ARTICLE 9

PERSONNEL, SUBCONTRACTORS AND CONSULTANTS

9.1 Approval Of Program Manager's Subcontractors Required/Required Subcontract Terms. Program Manager shall not subcontract to any person or entity (including affiliates of Program Manager) any part of the Services to be rendered by Program Manager under this Agreement without Owner's prior written approval. Program Manager shall provide Owner with such information as Owner deems necessary in order to determine whether to approve any such subcontracts. All such subcontracts shall afford Program Manager rights against its Subcontractors and consultants which correspond to the rights afforded to Owner against Program Manager herein, including, without limitation, those rights of contract suspension, termination, replacement of unsatisfactory personnel at Owner's request, and documentation of Subcontractor and consultant charges as set forth herein.

9.2 Program Manager Responsible For Acts Of Subcontractors. Should Program Manager subcontract all or any part of the Services required under this Agreement, such subcontracting of the Services shall not relieve Program Manager from any liability or obligation under this Agreement or under any Applicable Law, and Program Manager shall be responsible for any and all acts, defaults, omissions and negligence of its Subcontractors and consultants. It is expressly agreed that no relationship of agency, employment, contract, obligation or otherwise shall be created between Owner and any Subcontractor or consultant of Program Manager, and a provision to this effect shall be inserted into all agreements between Program Manager and its Subcontractors and consultants.

9.3 Program Manager's Personnel. Program Manager shall assign only qualified personnel to perform the Services and any functions related to the Program and any Project.

9.3.1 Engineers. Without assuming the responsibility of the Project Architect for the accuracy, adequacy and completeness of design, and without assuming the responsibility of the Contractor, Program Manager shall at all times have available to provide Additional Services to the Program and each Project at least one (1) engineer, licensed in the State of Georgia, for each of the following disciplines: civil, electrical, mechanical, and structural. Owner may, in its sole discretion, elect to waive the licensing requirement in favor of a person with an acceptable level of experience.

9.3.2 Chief Executive. Upon forty-eight (48) hours notice from Owner, Program Manager's Chief Executive Officer, or equal, shall be made available for consultation with Owner as Owner, in its sole discretion, deems necessary.

9.3.3 Prior Approval By Owner. Program Manager shall not assign any personnel to the Program without first obtaining written approval of such assignment from Owner's Representative. In order to permit Owner to evaluate Program Manager's prospective personnel assignments, Program Manager shall make all such personnel available for interviews by Owner and Owner's staff, at Owner's place of business, and shall furnish resumes of prospective personnel. At the time of execution of this Agreement, the individuals listed in Exhibit "A" have been approved by Owner. Subsequent personnel assignments shall be added to Exhibit "A", upon approval in accordance with this paragraph 9.3. Individuals listed in Exhibit "A", shall not be changed unless: (a) Owner exercises its rights set forth in paragraph 9.4, (b) Owner gives prior written authorization for such change, or (c) any such individual ceases to be employed

or retained by Program Manager or any parent, affiliate, subsidiary, or joint venture partner thereof, in which case immediate written notice of same shall be given to Owner.

9.3.4 Continuity of Staff. In addition to the Owner's rights under subparagraph 9.3.3, and subject to the Owner's rights under paragraph 9.4, Program Manager shall exercise its best efforts to ensure to the fullest extent practicable that the individuals assigned by Program Manager to staff the Program remain the same, and in their same positions, for the duration of the Project(s) to which they are assigned. Program Manager acknowledges that such continuity of staff is of material importance to the Owner, and that the failure of such continuity may result in inefficiency and cause damage to the Owner.

9.4 Removal Of Personnel And Subcontractors. If at any time during the course of the Program, Owner reasonably determines that the performance or conduct of any member of Program Manager's staff or any of Program Manager's Subcontractors or consultants working on the Program or any Project is unsatisfactory, Owner's Representative may require Program Manager to remove such staff member or terminate such Subcontractor or consultant from the Project immediately and replace the staff member or Subcontractor or consultant, subject to approval in accordance with paragraph 9.3, at no cost or penalty to Owner for delays or inefficiencies the change may cause.

9.5 Employment Taxes. Program Manager shall be responsible for payment of all unemployment compensation, social security, and other similar taxes and benefits covering its employees.

ARTICLE 10

PROGRAM AND PROJECT DOCUMENTS

10.1 Use And Ownership. All Preliminary Designs, Designs for Construction, schedules and schedule updates, Construction Contracts, including, but not limited to, drawings, plans, specifications, and other documents or things pertaining to the Program and the Projects are the sole property of Owner. Such drawings, specifications and other documents and things shall not be used by Program Manager for any purpose other than the design and construction of the Projects unless Owner shall first agree otherwise in writing. Program Manager shall indemnify and save Owner harmless from any and all liabilities, costs, claims, damages, losses and expenses, including reasonable attorneys' fees, arising out of, or resulting from, any unauthorized use of said documents and things by Program Manager.

10.2 Availability Of Program And Project Records To Owner. All records, documents and things relating to the Projects which are in the possession of Program Manager, including without limitation Program Manager's books and records relating to the Program and the Projects, shall be made available to Owner, its designee, and any governmental authority for auditing, inspection and copying upon written request made by Owner. Such records also include, without limitation, all drawings, plans, specifications, Construction Contracts, Submittals, daily logs and dairies, correspondence, minutes and notes of meetings, memoranda, audio or video tape recordings, computer-based files and storage instruments, and other writings or things which document each Project, its design, and its construction.

10.3 Maintenance Of Program And Project Records. Program Manager shall maintain and protect all Program and Project-related documents, records and things for not less than five (5) years after the termination of this Agreement. Program Manager shall give Owner thirty (30) days written notice prior to disposal or destruction of any such documents, records and things.

ARTICLE 11

INDEMNITY

Program Manager shall, to the fullest extent permitted by law, indemnify and hold harmless Owner from and against all liability, claims, losses, damages, costs and expense of any nature or kind, including without limitation, attorneys' fees, costs of investigation and all litigation-related expenses, sustained or incurred by Owner to the extent arising out of and attributable to the negligent or wrongful performance of Services, or breach of this Agreement by Program Manager, or negligent or wrongful acts and omissions of Program Manager, its Subcontractors, employees, agents or consultants. This duty to indemnify Owner shall extend to, but not be limited to, claims for bodily injury (including death), for damage to or loss of property, and for environmental damage and liabilities, incurred or sustained by Owner or any third person to the extent resulting from and attributable to any breach of contract, negligent or wrongful acts or omissions of Program Manager, its employees, Subcontractors, agents, and consultants.

ARTICLE 12

INSURANCE

12.1 Coverage Required. Program Manager shall, throughout the duration of this Agreement, and for a period of two (2) years after the termination of this Agreement, maintain at its own expense the following insurance, in the minimum limits set forth below, , written by insurers acceptable to Owner and in a form acceptable for Owner:

12.1.1 Workers' Compensation to statutory limits.

12.1.2 Employers Liability, One Million dollars (\$1,000,000) per occurrence.

12.1.3 Comprehensive General Liability, with combined limit for bodily injury, sickness or disease, death, and property damage of not less than One Million dollars (\$1,000,000) per occurrence, Two Million dollars (\$2,000,000) annual aggregate.

12.1.4 Automobile Liability covering all owned, non-owned or hired vehicles, with combined single limit of One Million dollars (\$1,000,000) per occurrence, Two Million dollars (\$2,000,000) annual aggregate.

12.1.5 Excess/Umbrella Liability in excess of items 12.1.2, 12.1.3, 12.1.4 and 12.1.5 above, in the amount of Five Million dollars (\$5,000,000) per occurrence.

12.1.6 Professional Errors and Omissions insurance, with a limit of Three Million dollars (\$3,000,000.00), per occurrence, Three Million dollars (\$3,000,000) annual aggregate.

12.2 Owner As Additional Insured. Owner shall be included as an additional insured by endorsement to include a 30 day intent to cancel on the coverages specified in subparagraphs 12.1.3, 12.1.4 and 12.1.5, and shall be indicated as such on certificates of insurance required herein.

12.3 Certificates Of Insurance/Cancellation Notice. Not later than ten (10) days after execution of this Agreement, Program Manager shall furnish to Owner original signed certificates

of insurance showing that the insurance required by this Article 12 is in force. Such certificates shall provide for thirty (30) days written notice to Owner prior to cancellation or material change in any insurance coverage or policy.

12.4 Subcontractor/Consultant Coverage. Unless expressly waived by Owner in writing, Program Manager shall permit no Subcontractor or consultant retained by Program Manager to enter upon any Project site or perform any Services unless such Subcontractor or consultant is and remains insured in accordance with the requirements of paragraphs 12.1, 12.2 and 12.3. Program Manager shall indemnify Owner for any loss or damage suffered by Owner as a result of the failure of any of Program Manager's Subcontractors or consultants to be so insured.

12.5 No Limitation On Program Manager's Liability. The obligations of the Program Manager to procure and maintain insurance shall not be construed to waive or restrict other obligations, including but not limited to Program Manager's indemnification obligations, and it is understood that insurance in no way limits the liability of the Program Manager whether or not same is covered by insurance.

ARTICLE 13

SUSPENSION

13.1 Owner's Right To Suspend. Owner may for any reason whatsoever suspend, in whole or in part, the Program, any Project, the performance of any Work, and performance of Program Manager's Services under this Agreement. Owner shall give written notice of such suspension to Program Manager specifying when such suspension is to become effective and the scope thereof.

13.2 Ceasing Performance Upon Suspension. From and upon the effective date of any suspension ordered by Owner, Program Manager shall incur no further expense or obligations in connection with the suspended portion of the Program, Project or Services, and Program Manager shall cease performing Services as directed by Owner. Program Manager shall also promptly suspend any of its open or outstanding contracts, subcontracts, or purchase orders related to the suspended portion of the Program, Project or the Services.

13.3 Resumption Of Work After Suspension. If Owner lifts the suspension it shall do so in writing, and Program Manager shall promptly resume performance of the Services required by this Agreement unless, prior to receiving the notice to resume the Services, Program Manager has exercised its right of termination as provided in Paragraph 14.8 herein.

13.4 Claim For Costs Of Suspension. Within forty-five (45) days after either the resumption of the suspended portion of the Program, any Project or Services or termination by Program Manager pursuant to paragraph 14.8, Program Manager may submit an itemization of expense and time expended as a result of the suspension, together with costs, pricing or other data required by Owner. Program Manager's failure to provide such itemized information within such forty-five (45) day time period shall constitute a waiver of any claim to compensation relating to the suspension of Program Manager's work under this Agreement. Owner shall promptly review Program Manager's itemization and shall issue a Change Order providing for payment to Program Manager of such amounts as may be due on account of the suspension, which amounts shall be limited to direct costs resulting from the suspension, and shall not include lost profits or other consequential damages related to or resulting from the suspension.

ARTICLE 14

TERMINATION

14.1 Termination For Convenience. Owner may for any reason whatsoever terminate, in whole or in part, the Program, one or more Projects, this Agreement, or Program Manager's employment under this Agreement, for Owner's convenience. Owner shall give written notice of such termination to Program Manager specifying when termination becomes effective and the scope of the termination.

14.2 Ceasing Performance Upon Termination. Program Manager shall incur no further obligations in connection with the terminated portion of the Program, a Project or this Agreement and Program Manager shall cease performance of Services when and to the extent such termination becomes effective.

14.3 Compensation For Termination For Convenience. As full compensation to Program Manager for any termination for convenience, Owner shall pay Program Manager all due or unpaid fees through the date of termination.

14.4 Termination For Cause. If Program Manager fails and/or refuses to perform its Services and responsibilities under this Agreement in a timely manner, supply enough properly skilled personnel, make prompt payment to its Subcontractors or consultants, or comply with Applicable Laws, or if Program Manager is otherwise guilty of a material breach of this Agreement or any representations or warranty made herein, then Owner may, by written notice to Program Manager, and without prejudice to any other right or remedy, terminate in whole or in part, one or more Projects, this Agreement or the employment of Program Manager under this Agreement, and take possession of all design documents, Construction Contracts, and all other Program and Project-related documents and things in the possession of Program Manager, and finish the Program and Projects by whatever methods it deems expedient. In such event, Owner shall be under no obligation to make further payment to Program Manager until Owner has been indemnified from any and all loss.

14.5 Erroneous Termination For Cause. In the event the employment of Program Manager is terminated by Owner for cause and it is subsequently determined by a court or other tribunal of competent jurisdiction that such termination was, for any reason, without just or proper cause, then such termination shall thereupon be deemed a Termination for Convenience under paragraph 14.1 and the provisions of paragraph 14.3 regarding compensation shall apply.

14.6 Completion By Owner And Survival Of Obligations. Following any termination, whether for convenience or for cause and whether in whole or in part, Owner may complete the Program, any Projects and the Services by whatever means Owner deems most expedient. Program Manager's obligations and all provisions of this Agreement shall continue in full force and effect as to all Services performed prior to the effective date of the termination and as to that portion of the Program, Projects and Services not affected by the termination.

14.7 Termination By Program Manager. If the Program is suspended for a period of more than ninety (90) consecutive days by governmental authority or by direction or neglect of Owner's Representative, and through no fault of Program Manager, or if Owner fails to pay Program Manager any undisputed amount due on any undisputed invoice within thirty (30) days after receipt of written notification from Program Manager that such payment is overdue, then Program Manager may, upon seven (7) days prior written notice to Owner, terminate its Services hereunder.

ARTICLE 15

MISCELLANEOUS PROVISIONS

15.1 Publicity By Program Manager. Signs and advertisements of Program Manager or any of its Subcontractors or consultants will not be allowed on any Project site or any building or structure thereon without Owner's prior written approval.

15.2 Notices. Any notice required to be given herein shall be deemed to have been given to the other party if (a) given by first class mail, registered air express mail, courier service, or hand delivery; or (b) by telex or fax or email, provided that such notice is also confirmed by first class mail, registered air express mail, courier service, or hand delivery, to the following addresses:

To Owner: DeKalb County Board of Education
 1780 Montreal Road
 Tucker, Georgia 30084
 Attention: _____
 Title: _____
 Email: _____

To Program Manager
or other designee with authority:

All notices shall be effective upon receipt.

15.3 Successors And Assigns. Program Manager shall not assign its rights hereunder, excepting its right to payment, nor shall it delegate any of its duties hereunder without Owner's prior written consent. Owner shall have the right to assign its rights under this Agreement, but any such assignment shall not relieve Owner of its obligations hereunder. Subject to the provisions of the immediately preceding sentence, Owner and Program Manager, respectively, bind themselves, their successors, assigns and legal representatives to the other party to this Agreement and to the successors, assigns and legal representatives of such other party with respect to all terms and conditions of this Agreement.

15.4 No Third Party Beneficiaries. Nothing contained in this Agreement shall create a contractual relationship with, or any rights in favor of, any third party, including, without limitation, any Project Architect, Contractor, supplier, subcontractor or consultant.

15.5 Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction or other competent tribunal or rendered invalid by any legislative or regulatory enactment, the remaining provisions of this Agreement shall remain in full force and effect, and such holding or enactment shall not invalidate or render unenforceable any other provision hereof.

15.6 Headings. The headings used in this Agreement are merely for convenience and have no other force or effect.

15.7 Exhibits. All exhibits annexed hereto are incorporated by reference and made a part of this Agreement.

15.8 "Including". The terms "including", "includes", and their derivatives are not intended as terms of limitation, and shall be deemed in each instance to be followed by the phrase "without limitation."

15.9 Governing Law; Jurisdiction And Venue. This Agreement shall be governed by the laws of the State of Georgia without regard to principles of conflict of law. The Owner and the Program agree that jurisdiction and venue of any legal action relating to the interpretation or enforcement of this Agreement or to the provision of Services under this Agreement shall be proper only in the Superior Court of DeKalb County, Georgia, and each agrees to irrevocably submit to the exclusive jurisdiction of the Superior Court of DeKalb County, Georgia for the purpose of any such action.

15.10 Entire Agreement/Amendments In Writing. This Agreement represents the entire agreement between Owner and Program Manager and supersedes all prior communications, negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Project Program.

15.11 Hazardous Materials. Program Manager and its consultants will have no responsibility for the discovery, presence, handling, removal or exposure of persons to hazardous materials in any form at any Project site.

15.12 Delays Beyond Reasonable Control. Neither Owner nor Program Manager will be responsible for any delays beyond its reasonable control.

**SCHEDULE OF EXHIBITS
TO MASTER AGREEMENT FOR PROGRAM MANAGEMENT SERVICES**

EXHIBIT "A" Schedule of Hourly Rates

EXHIBIT "B" Partial Waiver and Release of Claim Rights

EXHIBIT "C" Final Waiver and Release of Claim Rights

EXHIBIT "A"

SCHEDULE OF HOURLY RATES

Fee Structure

The rate of compensation to the Program Manager for each individual performing Services at an hourly rate is set forth below. The rates set forth shall constitute the Program Manager's sole compensation and include adequate amounts to cover the cost of personnel, home and field office overhead, and profit.

Program Director	[Name of Staff Member]	\$ _____/month
Deputy Program Director	[Name of Staff Member]	\$ _____/month
Senior Project Manager	[Name of Staff Member]	\$ _____/month
Project Manager	[Name of Staff Member]	\$ _____/month
Project Manager	[Name of Staff Member]	\$ _____/month
Project Manager	[Name of Staff Member]	\$ _____/month
Project Engineer	[Name of Staff Member]	\$ _____/month
Construction Cost Estimator	[Name of Staff Member]	\$ _____/month
Project Controls Manager	[Name of Staff Member]	\$ _____/month
Project/Accounting Specialist	[Name of Staff Member]	\$ _____/month
Procurement Specialist	[Name of Staff Member]	\$ _____/month
Design Reviewer	[Name of Staff Member]	\$ _____/month
Quality Assurance Manager	[Name of Staff Member]	\$ _____/month
Administrative Assistant	[Name of Staff Member]	\$ _____/month
Clerical	[Name of Staff Member]	\$ _____/month
_____	[Name of Staff Member]	\$ _____/month
_____	[Name of Staff Member]	\$ _____/month
_____	[Name of Staff Member]	\$ _____/month
_____	[Name of Staff Member]	\$ _____/month
_____	[Name of Staff Member]	\$ _____/month

EXHIBIT "B"
PARTIAL WAIVER AND RELEASE OF CLAIM RIGHTS

The undersigned does hereby forever release, waive and discharge any and all claim rights and claims, and any and all equitable rights and claims for all labor, subcontract work, equipment, materials and services supplied to the DeKalb County Board of Education through the date indicated below, excepting only those claims for which the DeKalb County Board of Education has received, prior to the date indicated below, written notice furnished in strict compliance with paragraph 6.9 of Article 6 of the Master Agreement for Program Management Services Between the DeKalb County Board of Education and _____ dated _____.

This RELEASE and WAIVER shall inure to the benefit of, and may be relied upon by, the DeKalb County Board of Education.

The undersigned further warrants that all persons employed by the undersigned and all persons supplying materials or renting equipment, or both, to the undersigned have been paid in full.

DATED: _____

FIRM: _____

BY: _____

TITLE: _____

STATE OF _____
COUNTY OF _____

Subscribed to and sworn before me this ____ day of _____, 20__.

Notary Public

EXHIBIT "C"
FINAL WAIVER AND RELEASE OF CLAIM RIGHTS

The undersigned does hereby forever release, waive and discharge any and all claim rights and claims, and any and all equitable rights and claims for all labor, subcontract work, equipment, materials and services supplied to the DeKalb County Board of Education.

This RELEASE and WAIVER shall inure to the benefit of, and may be relied upon by, the DeKalb County Board of Education.

The undersigned further warrants that all persons employed by the undersigned and all persons supplying materials or renting equipment, or both, to the undersigned have been paid in full.

DATED: _____

FIRM: _____

BY: _____

TITLE: _____

STATE OF _____
COUNTY OF _____

Subscribed to and sworn before me this ____ day of _____, _____.

Notary Public



APPENDIX F
RFP No. 22-752-025

SUBCONTRACTOR AFFIDAVIT OF NONCOLLUSION

STATE OF _____
COUNTY OF _____

_____, being first duly sworn, deposes and says that:

(1) He or she is _____ of
[Owner, partner, officer, representative, or agent]

_____, hereinafter referred to as the "Subcontractor";

(2) He or she is fully informed respecting the preparation and contents of the Subcontractor's Bid/Proposal submitted by the Subcontractor to _____, the Contractor for certain work in connection with the construction of _____ pertaining to the project at _____;

(3) Such Subcontractor's Bid/Proposal is genuine and is not a collusive or sham Bid/Proposal;

(4) Neither the Subcontractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder/Offeror, firm or person to submit a collusive or sham Bid/Proposal in connection with such Contract or to refrain from submitting a Bid/Proposal in connection with such Contract or has in any manner, directly or indirectly, sought by unlawful agreement or connivance with any other Bidder/Offeror, firm or person to fix the price or prices in said Subcontractor's Bid/Proposal, or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the DeKalb County Board of Education or any person interested in the proposed Contract; and

(5) The price or prices quoted in the Subcontractor's Bid/Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder/Offeror or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signed: _____

Title: _____

(SEAL)

Subscribed and Sworn to before me this ___ day of _____, 2_____.

Notary Public: _____ My commission expires: __/__/__.

ATTACHMENT A: PROGRAM MANAGER CHECKLIST AND CERTIFICATION

The undersigned, hereby acknowledges having received **Request for Proposal (RFP) No. 22-752-025 Program Management Services** containing a full set of documents:

IMPORTANT NOTICE: The omission of any of the required items listed below shall cause the bid submission to be declared non-responsive and to be rejected.

		Include with Proposal	Check Box to Confirm Inclusion
Owner's Standard Forms:			
Attachment A	Program Manager Contractor's Checklist (2 pages)	YES	<input type="checkbox"/>
Attachment B1	Corporate Certificate (1 page)	B1 or B2 or B3 as applicable	<input type="checkbox"/>
Attachment B2	Partnership Certificate (1 page)		<input type="checkbox"/>
Attachment B3	Entity Certificate (1 page)		<input type="checkbox"/>
Attachment C	Subcontractor Listing (1 page)	YES	<input type="checkbox"/>
Attachment D	Offeror's and Individuals' Affidavit of Noncollusion (2 pages)	YES	<input type="checkbox"/>
Attachment E	Conflict of Interest Disclosure Form (2 pages)	YES	<input type="checkbox"/>
Attachment F	Consent to Release Information (1 page)	YES	<input type="checkbox"/>
Attachment G	Not Applicable	YES	<input type="checkbox"/>
Attachment H	Suspension and Debarment Certification (1 page)	YES	<input type="checkbox"/>
Attachment I	Program Manager Price Proposal (5 pages)	YES	<input type="checkbox"/>
Attachment J	Immigration and Security Certification	YES	<input type="checkbox"/>
Attachment K	No Submittal Response Form (1 page)	N/A	
Other Requirements:			
	Sample Certificate of Insurance, per General Requirements Item G.	YES	<input type="checkbox"/>
	Copy of Business License, per General Requirements Item T.	YES	<input type="checkbox"/>
	Acknowledgement of ALL addenda (if any) on next page.	YES	<input type="checkbox"/>
Owner's Appendices:			
Appendix A:	Owner's Narrative and Scope of Work (6 pages)		
Appendix B:	Not Applicable		
Appendix C:	Not Applicable		
Appendix D:	Not Applicable		
Appendix E:	Master Agreement for Program Management Services (33 pages)		
Appendix F:	Subcontractor Affidavit of Noncollusion (1 page)		
Owner's Exhibits:			
Exhibit A	Proposal Evaluation Form (1 page)		
Exhibit B	Proposed SPLOST VI 2022-2027 Project List (1 page)		
Exhibit C	Remaining SPLOST V Project List (4 pages)		
Exhibit D	SPLOST VI – Anticipated Cash Flow Analysis (5 pages)		

Indicate **Addenda(s) Nos.** _____ received (**none unless indicated here**). The Program Manager is responsible for reading and understanding all sections of this RFP and affirms that the Program Manager shall be bound by all of the terms and conditions contained in this RFP.

Further, the undersigned, being duly sworn, states on oath that no disclosures of ownership have been withheld from the Board, that the information provided herein is current, and Firm and its officers and employees have not entered into any agreement with any other Firm or prospective Firm or with any other person, firm or corporation relating to any prices or other terms named in this RFP or any other RFP, nor has it entered into any agreement or arrangement under which a person, firm or corporation is to refrain from responding to this RFP.

Name of Program Manager: _____

Signature: _____

Printed Name: _____

Title: _____ Date: _____

Sworn to and subscribed before me this _____ day of _____, 2____.

Notary Public: _____ My commission expires: __/__/__.

(SEAL)

THE DEKALB COUNTY SCHOOL DISTRICT RESERVES THE RIGHT TO REJECT ANY AND ALL PROPOSALS AND TO WAIVE INFORMALITIES.

**ATTACHMENT B1: CORPORATE CERTIFICATE
Proposals**

STATE OF _____
COUNTY OF _____

I, _____, certify that I am the Secretary of the corporation named as offeror in the foregoing proposal; that _____ who signed said proposal on behalf of the offeror was then _____ of said corporation; that said proposal was duly signed for and in behalf of said corporation by authority of its Board of Directors, and is within the scope of its corporate powers; and that said corporation is organized under the laws of the State of _____.

[signature]

[typed name]

Subscribed and sworn to
before me this ____ day of
_____, 2____.

(SEAL)

Notary Public

My Commission Expires:
___/___/___

ATTACHMENT B2: PARTNERSHIP CERTIFICATE
Proposals

STATE OF _____
COUNTY OF _____

On this ____ day of _____, 20____, personally appeared _____, who executed the above proposal, and being first duly sworn, deposes and says that he or she is a general partner in the firm of _____ and that said firm consists of himself or herself and _____ and that he or she executed the foregoing proposal on behalf of said firm for the uses and purposes stated therein, and that no one except the above named members of the firm have any financial interest whatsoever in said proposed contract.

[Affiant's Signature]

Partner

Partner

Partner

Partner

Subscribed and sworn to
before me this ____ day of
_____, 2____.

(seal)

Notary Public

My Commission Expires:
____/____/____

NOTE: If only one partner signs, a Power of Attorney executed by all other partners authorizing him or her to act in the name of the partnership must be attached; otherwise, all partners must sign.

**ATTACHMENT B3: ENTITY CERTIFICATE
Proposals**

STATE OF _____
COUNTY OF _____

I, _____, certify that I am the Secretary of the entity named as offeror in the foregoing proposal; that _____ who signed said proposal in behalf of the offeror was then _____ of said entity; that said proposal was duly signed for and on behalf of said entity by due authority, and is within the scope of its legal powers; and that said entity is a _____ organized under the laws of the State of _____.

[signature]

[typed name]

Subscribed and sworn to
before me this ____ day of
_____, 2____.

(SEAL)

Notary Public

My Commission Expires:
____/____/____

ATTACHMENT D: OFFEROR'S and INDIVIDUALS' AFFIDAVIT OF NONCOLLUSION

(This affidavit to be executed in accordance with O.C.G.A. § 36-91-21(e))

STATE OF _____

COUNTY OF _____

COMES NOW,

_____ (“Offeror”),
[name of Offeror]

appearing by and through _____, it's _____
[insert name of individual with authority to bind Offeror] *[title]*

(averring both individually and in his or her representative capacity on behalf of Offeror) (the “Individual And Representative Affiant”), and _____ *in these blanks insert the names of all those required to give the oath under O.C.G.A. § 36-91-21(e)]*

(collectively, the “Individual Affiants”), and each of the Individual And Representative Affiant and the Individual Affiants, after first being duly sworn, deposes and says that:

1. He, she or it, as applicable, has not directly or indirectly violated subsection (d) of the Official Code of Georgia Annotated Section 36-91-21, which subsection provides as follows:

(d) Whenever a public works construction contract for any governmental entity subject to the requirements of this chapter is to be let out by competitive sealed bid or proposal, no person, by himself or herself or otherwise, shall prevent or attempt to prevent competition in such bidding or proposals by any means whatever. No person who desires to procure such work for himself or herself or for another shall prevent or endeavor to prevent anyone from making a bid or proposal therefor by any means whatever, nor shall such person so desiring the work cause or induce another to withdraw a bid or proposal for the work.

2. If the Offeror is a partnership, then the Individual And Representative Affiant, together with the Individual Affiants, constitute all of the partners and any officer, agent or other person who may have represented or acted for them in bidding or proposing for or procuring the contract for the DeKalb County Board of Education for Program Management Services RFP No. 22-752-025 (the “Project”).

3. If the Offeror is a corporation or other entity, then the Individual And Representative Affiant, together with the Individual Affiants, constitute all officers, agents, or other persons who may have acted for or represented the corporation or other entity in bidding for or procuring the contract for the Project.

Further, the Individual And Representative Affiant and the Individual Affiants sayeth not.

This _____ day of _____, 2____

[insert name of Offeror]

and _____
[insert name of Individual And Representative Affiant]

By: _____, both individually and on behalf of Offeror as its
[signature]

[insert title]

Individual Affiants' signatures and names:

x _____
Name:

x _____
Name:

x _____
Name:

x _____
Name:

x _____
Name:

x _____
Name:

x _____
Name:

x _____
Name:

x _____
Name:

x _____
Name:

x _____
Name:

x _____
Name:

Sworn to and subscribed before me this ____ day of _____, 2____.

Notary Public: _____ My commission expires: __/__/__.

(SEAL)

ATTACHMENT E: CONFLICT OF INTEREST DISCLOSURE AFFIDAVIT

I HEREBY CERTIFY, UNDER OATH, that

1. I (*Printed Name*), _____ am the (*Title*) _____ and I am the duly authorized representative of the firm of (*Firm Name*) _____ (the “Firm”) for purposes of this Affidavit, whose address is (*Firm Address*) _____, and I possess the legal authority to make this Affidavit on behalf of myself and the Firm, as follows:

2. The following employee(s), officer(s) or agent(s) of the Firm (collectively, “Firm Representative”) is/are related, by blood or marriage, to an employee, agent or Board Member of the DeKalb County Board of Education (collectively, “Owner Representative”), as indicated below:

<u>Firm Representative</u>	<u>Owner Representative</u>	<u>Relation</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

3. Except as listed below under “EXCEPTIONS”, neither the Firm nor any Firm Representative have any conflicts of interest, whether real or potential, due to kinship, ownership, other clients, other contracts, interests, or otherwise concerning the DeKalb County Board of Education, the Project or any Owner Representative:

EXCEPTIONS (*fully disclose and completely explain*)

[Continued on next Page]

- 4. This disclosure is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid, proposal or qualification statement for the same contract or project, and is in all respects without collusion or fraud.

Wherefore, the foregoing disclosure is fully complete and true, and may be relied upon by the DeKalb County Board of Education:

Signature: _____

Printed Name: _____

Firm Name: _____

Date: _____

Sworn to and described before me this _____ day of _____

Personally known: _____

OR Produced Identification: _____

Type of Identification: _____

Notary Public – State of _____

My Commission Expires _____

Affix Notary Seal Here:

ATTACHMENT F: CONSENT TO RELEASE INFORMATION

The undersigned, having submitted a competitive sealed Proposal to the DeKalb County Board of Education in respect of a local government entity public works construction project (or being a partner in a joint venture that has submitted such proposal), hereby authorizes any person or entity having in its possession, custody or control any information regarding the undersigned to fully disclose and make available such information to the DeKalb County Board of Education, its agents, attorneys and other representatives.

This ____ day of _____, 2____.

[Printed name of person or entity consenting to release of information]

By: _____

Printed name: _____

Printed Title: _____



ATTACHMENT H

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 DeKalb County School District Operations Division Procurement Department if at any time the prospective offer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

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

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

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

Attachment I
Program Management Services Price Proposal Form

DeKalb County Board of Education
Sam A. Moss Service Center
1780 Montreal Road
Tucker, Georgia 30084

In compliance with your Advertisement for Sealed Proposals and the Request for Proposal, the undersigned Contractor,

[legal name of Contractor]

[address of Contractor]

[telephone number of Contractor]

[email address]

having carefully examined the proposed form of Master Agreement for Program Management Services (the "Agreement" or the "Contract") and the Owner's standard forms and other Proposal Documents included or referenced in the Request for Proposals, any Addenda thereto, and the Agreement for Project: **Program Management Services**, proposes and agrees, if this proposal is accepted, to enter into the Agreement with the Owner and to perform the Work including all services, supervision, labor, equipment and material in conformance with the Contract Documents, in the time and for the Contract Price set forth below, and submits the following proposed Lump Sum Price, Schedule and other matters set forth below:

A. The pricing is to be expressed as not-to-exceed amounts and all amounts are to include wages, benefits, overhead and profit to perform all Program Management Services.

E-SPLOST VI PROGRAM MANAGEMENT SERVICES

- | | |
|--|-----------------|
| 1. All Program Management Services Year 1: | \$ _____ |
| 2. All Program Management Services Year 2: | \$ _____ |
| 3. All Program Management Services Year 3: | \$ _____ |
| 4. All Program Management Services Year 4: | \$ _____ |
| 5. All Program Management Services Year 5: | \$ _____ |
| Total E-SPLOST VI PROGRAM MANAGEMENT SERVICES | \$ _____ |

C. Alternates to your Fixed Contract Price

The undersigned Contractor further agrees that if any of the following Alternates as described RFP documents are accepted, the following amounts shall be added to Fixed Price. **Note: If the cost of this service is included in your Fixed Price, please indicate by inserting N/A for Alternate 1.**

Alternate No. 1: Capital Program Management software (CPM).

_____ Dollars (\$ _____)
[written in words]

Please provide a detailed description of your proposed system: _____

D. Reimbursable Expenses

The Owner will provide office space, office telephones, furniture, office supplies, and file cabinets for the Project Manager's Staff. All other costs of the Offeror's Office will be borne by the Offeror and are included in the rates quoted above. The Offeror will be reimbursed at cost and without mark-up for reasonable out of town travel expenses if requested by the Owner. The cost of printing, for drawings, specifications, and bid packages will be paid by the Owner.

E. The undersigned Contractor hereby acknowledges receipt of the following Addenda:
[insert the number and date of each Addendum; if none, insert "None"]

The Contractor understands that the Owner reserves the right to reject any or all Proposals, and to waive any technicalities and informalities.

The Contractor agrees that this Proposal may not be withdrawn for a period of sixty (60) calendar days after the date and time fixed for receiving said Proposals.

The undersigned Contractor agrees to commence Work, as required by the Agreement, upon its receipt of a written Notice-to-Proceed from the Owner.

By submission of the Proposal, Contractor represents and warrants that:

- (a) Contractor has read and understands the Proposal Documents and this Proposal is made in accordance therewith;
- (b) Contractor has read and understands the bidding or proposal documents or contract documents for other portions of the Project, if any, being bid or offered concurrently or

presently under construction, to the extent that such documentation relates to the Services or Work for which this Proposal is submitted;

(c) this Proposal is based upon furnishing all of the Work, including services, supervision, labor, materials, equipment, systems, warranties and other things required by the Proposal Documents; and,

(d) all facts stated in this Proposal are true and correct.

By submission of this Proposal, the Contractor certifies that this Proposal has been derived independently, without consultation, communication or agreement as to any matter relating to this Proposal with any other Contractor or with any competitor. The Contractor hereby certifies that this Proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a proposal for the same Project and is in all respects fair and without collusion or fraud. The Contractor agrees to abide by all conditions of the Request for Proposal.

Respectfully submitted,

[typed name of Contractor]

By: _____ [seal]
[signature]

[typed name and title]

[address of Contractor]

(_____)
[business telephone number]

[date of execution]

If the Contractor is a joint venture, please indicate by signing below.

By submission of this Proposal, the Contractor certifies that this Proposal has been derived independently, without consultation, communication or agreement as to any matter relating to this Proposal with any other Contractor or with any competitor. The Contractor hereby certifies that this Proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a proposal for the same Project and is in all respects fair and without collusion or fraud. The Contractor agrees to abide by all conditions of the Request for Proposal.

Respectfully submitted,

[typed name of Joint Venture]

By: _____
[typed name of Joint Venture partner]

By: _____ [seal]
[signature]

[typed name and title]

[address of Joint Venture partner]

(_____) _____
[business telephone number]

[date of execution]

By: _____
[typed name of Joint Venture partner]

By: _____ [seal]
[signature]

[typed name and title]

[address of Joint Venture partner]

(_____) _____
[business telephone number]

[date of execution]

ATTACHMENT J: IMMIGRATION AND 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 shall at all times comply with the Georgia Security and Immigration Compliance Act, as amended, O.C.G.A. § 13-10-90 et. seq.

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

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

or

(b) _____ **(Initial here)**: Offeror/Bidder 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/Bidders who initial (b) must attach and return a signed, notarized Affidavit of Exception with the Contract if awarded];**

or

(c) _____ **(Initial here)** Offeror/Bidder 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/Bidder 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/Bidder with all affidavits required by the Act and the rules and regulations issued by the Georgia Department of Labor as set forth at Rule 300-10-1-.01 et. seq.

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

_____	_____
Signature	Date
_____	_____
EEV/Basic Pilot Program User Identification Number	Date of Authorization

Firm Name: _____

Street/Mailing Address: _____

City, State, Zip Code: _____

Telephone Number: _____

Email Address: _____

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

_____ DAY OF _____, 20____

Notary Public

My Commission Expires: _____

ATTACHMENT K: NO SUBMITTAL RESPONSE FORM

RFP Number: **22-752-025**
Title: **Program Management Services**

DCSD Project No.: **N./A**

If your company will not be submitting a proposal in response to this Request for Proposal, please complete this form and return via email to the attention of the Procurement Manager, prior to the RFP due date established within to:

DeKalb County Board of Education (the "Board")
Sam A. Moss Service Center - Procurement Services
Attention: Procurement Manager
Email: belinda_quillet@dekalbschoolsga.org

This information will assist Procurement Services in the preparation of future RFPs.

Company Name: _____

Contact: _____

Address: _____

Telephone: _____ Fax: _____

Email: _____

Please check reason for a "no submittal."

_____ Specifications "too tight," geared toward one brand or manufacturer (explain below)

_____ Insufficient time to respond

_____ Specifications unclear (explain below)

_____ We do not offer this service or an equivalent

_____ Our schedule does not permit us to perform

_____ Unable to meet specifications

_____ Unable to meet bond requirements

_____ Unable to hold prices respondent throughout the term of the contract period

_____ Unable to meet insurance requirements

_____ Other _____

Explanation: _____

If submitting this form, **only** this form needs to be returned