



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

Request for Proposals (RFP) No. 22-752-031

For

ADA ASSESSMENT 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	June 16, 2022	2:00 PM	http://www.dekalbschoolsga.lonwave.net and www.demandstar.com
Virtual Mandatory Pre-Proposal Conference	June 23, 2022	11:00 AM	Via ZOOM
Site Visits	Not Applicable	N/A	Not Applicable
Final Questions Due	June 29, 2022	2:00 PM	dcsd-op-bidquestion@dekalbschoolsga.org
Final Addendum	July 6, 2022	2:00 PM	http://www.dekalbschoolsga.lonwave.net and www.demandstar.com
Proposal Due Date & Time	July 14, 2022	2:00 PM	Proposals must be submitted electronically via https://dekalbschoolsga.lonwave.net
Public Acknowledgement	July 18, 2022		Public Acknowledgement of RFP will be posted on http://www.dekalbschoolsga.lonwave.net and www.demandstar.com
Anticipated Board Review and Approval	September 2022		

TABLE OF CONTENTS

I.	Advertisement for Sealed Proposals.....	4
II.	Definition of Terms.....	5
III.	Background.....	6
IV.	Purpose	6
V.	Communications with DCSD Staff	6
VI.	Prohibited Contacts.	6
VII.	Questions and Answers.....	6
VIII.	General Terms and Conditions.....	7
	A. Respondent Performance.....	7
	B. Addendums	7
	C. Non-Discrimination	7
	D. Drug-Free Workplace	7
	E. Smoke-Free Workplace.....	7
	F. Cost Incurred	7
	G. Insurance Requirements.....	7-8
	H. Indemnification	8-9
	I. Illegal Immigration Reform and Enforcement Act of 2011	9
	J. Interviews	9
	K. Background Checks	9
	L. Term of Contract.....	9
	M. Cancellations	9
	N. Contract.....	9-10
	O. Permits and Applicable Law	10
	P. Suspension and Debarment	10
	Q. Non-Collusion	10
	R. Conflict of Interest.....	10
	S. Confidentiality and Non-Disclosure.....	10-11
	T. Business License.....	11
	U. Rights Reserved	11
	V. Taxes.....	11
	W. Respondent Failure	11
	X. Georgia Open Records Act.....	11
	Y. No Assignment of Award	11
	Z. Proposal Duration.....	11
IX.	Scope of Services.....	12-14
X.	Proposal Submission Requirements.....	14-16
XI.	Qualifications for Selection and Selection Process.....	17
XII.	Protest Procedures	17-19

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 Non-Collusion (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: Price Proposal Form (3 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 (2 pages)
- Appendix E: Standard Form of Contract for Services Non-State Capital Outlay Projects (22 pages)
- Appendix F: Subcontractor Affidavit of Non-Collusion

Owner's Exhibits:

- Exhibit A: List of all DCSD Facilities

I.

**ADVERTISEMENT FOR SEALED PROPOSALS
ADA ASSESSMENT 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, July 14, 2022**, for RFP No. **22-752-031, ADA Assessment Services**. The Owner shall not consider late proposals.

SCOPE OF SERVICES

The DeKalb County School District is seeking proposals from qualified consultants who have experience in providing high quality ADA Assessment Services in a K-12 education setting.

Request for Proposal (“RFP”) documents will be available **Thursday, June 16, 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 **11:00 a.m. local time on Thursday, June 23, 2022**. Prospective bidders must provide the following information by **5:00 PM EST on Wednesday, June 22, 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 **10:30 AM, EST on Thursday, June 23, 2022**.

SCHEDULE FOR SELECTION (dates are subject to change)

Virtual Mandatory Pre-Proposal Conference*	June 23, 2022 @11:00 am
Final Questions Due	June 29, 2022, not later than 2:00 pm
Final Addendum Issued (if necessary)	July 6, 2022, not later than 2:00 pm
Proposals Due	July 14, 2022, not later than 2:00 pm
Public Acknowledgement	July 18, 2022, not later than 5:00 pm
Anticipated Board Review and Approval	September 2022

OPEN TO PUBLIC ATTENDANCE

The meeting will be held via ZOOM. Please refer to “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 regulations 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 greatest 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 a contract with a qualified Consultant authorized to do business in the State of Georgia, with experience in ADA Assessments for K-12 educational facilities and properties.

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 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 to 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 mailbox, voice mail or email address will not be considered for response.** The deadline for receipt of vendor questions is **Wednesday, June 29, 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, July 6, 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 based on race, color, religion, sex, national origin, age, or disability in any of its employment practices, education programs, services, or activities.

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

D. Drug-Free Workplace

By submission of a response to this RFP, the 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 (included 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. The 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
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" throughout 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 Indemnitee shall survive the completion, expiration, or termination of offeror's agreed-upon services for any reason.

I. Illegal Immigration Reform and Enforcement Act of 2011

The Illegal Immigration Reform and Enforcement Act of 2011 applies to and is a requirement for all DeKalb County School District solicitations for physical performance of services. The Immigration and Security Certification must be completed, notarized, and returned with your bid. The remaining forms are attached as Exhibits to Appendix E – Standard Form of Contract for Services Non-State Capital Outlay Projects for ADA Assessment Services and will be required to be completed and returned with the contract.

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 an 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 the date of the award.

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 Standard Form of Contract for Services Non-State Capital Outlay Projects Agreement for ADA Assessment 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 to 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 a copy of a business license is a mandatory requirement (included 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

DCSD is seeking to enter into a service agreement with a qualified firm or individual to perform a comprehensive ADA assessment of all DSCD facilities and properties.

Comprehensive ADA Assessment

The Consultant shall develop the comprehensive ADA Assessment and Transition Plan for buildings and property sites based upon guidance from DSCD staff. Consultant shall be able to prove their expertise with credentials such as training and references.

The DCSD will provide the following facility data:

1. A list of all DCSD facilities (Exhibit A)
2. Current facility condition assessment reports for each facility and existing floor plans via the link below.
[ADA Assessment Folder](#)

The scope of work will include, but is not limited to the following:

A. ADA Assessment

- The Consultant shall have an extensive understanding and familiarity with ADA standards and guidelines.
- The Consultant shall address ADA and local accessibility codes compliance for all existing buildings and sites.
- The Consultant shall evaluate and identify all deficiencies not meeting the latest ADA standards on all building and sites across the district. **(See Exhibit A)**
- The Consultant shall provide a detailed, illustrated report identifying all noncompliant elements at the conclusion of their assessment.
- The Consultant shall survey all academic and athletic campus facilities, administration facilities, parking areas, and on-site pedestrian routes and identify noncompliant ADA elements.
- The Consultant shall include a map of accessible circulation routes and building entrances in their assessment.
- The Consultant shall provide technical assistance and training to DCSD staff on common ADA barrier issues.
 - The Consultant shall provide the procedure and forms needed to conduct the Evaluation.
 - The Consultant shall conduct the Evaluation and compile the final Assessment Report.

B. Barrier Assessment

Facilities

- The Consultant shall determine which Facilities are subject to the requirements of the ADA.
- The Consultant shall compile plans (if available) for all buildings requiring assessment.
- The Consultant shall conduct the necessary investigations of all areas of each building providing access to the students, school staff and/or public.
- The Consultant shall originate Access Compliance Assessment Reports (ACAR) identifying each physical element within the public areas of each Facility that constitutes a code violation or otherwise hinders or prevents access to persons with disabilities. **Each ACAR shall include, but not be limited to the following:**
 - Executive summary;
 - As-built dimensions as it relates to ADA access;
 - Barrier Severity Rating (relative level of impact to access);
 - Reference to code defining the barrier to access;
 - Digital photograph(s) of each barrier to access;
 - Reference drawing/map showing the location of the barrier.

Property Sites

- The Consultant shall conduct field investigations of all playgrounds, playfields, courtyards, stadiums, on-site sidewalks, and parking lots.
- The Consultant shall originate ACARs identifying each physical element within the facilities property that constitutes a code violation or otherwise hinders or prevents access to persons with disabilities. Compliance shall be measured using the ADAAG (ADA Accessibility Guidelines for Buildings and Facilities). **Each ACAR shall include the following items:**
 - Executive Summary;
 - As-built dimensions as it relates to ADA access;
 - Barrier Severity Rating (relative level of impact to access);
 - Reference to code defining the barrier to access;
 - Digital photograph(s) of each barrier to access;
 - Reference drawing/map showing the location of the barrier.

C. ADA Transition Plan

The same level of detail presented in the ACAR during the Assessment phase shall be provided in the ADA Transition Plan reports, as a minimum requirement. The ADA Transition Plan shall include, but is not limited to, the following components:

1. Methodology for evaluation of barriers;
2. Methodology for prioritization of barrier remediation;
3. Procedures and forms for performing evaluations of additional barriers;
4. Procedures and forms for filing Requests for Accommodation;
5. Standard drawings for remediation methods;
6. A section shall also be included that lists references and contact information for ADA and accessibility related resources.

D. Project Database and Mapping

The Consultant shall be responsible for the development of a Project Database that includes, at a minimum, the following:

1. Applicable government code, statutes, and regulations;
2. A listing of field investigations and inspections to be performed;
3. A project map of all locations where field investigations and inspections are to be performed;
4. All relevant Access Compliance Assessment Reports (ACARs);
5. Drafts of the ADA Assessment and Transition Plan, as available.

E. Deliverables

The following list constitutes the minimum deliverable components:

- Draft Evaluation Report in binder and electronic formats;
- Final Evaluation Report in binder and electronic formats;
- Evaluation Update recommendations included proposed procedures and forms;
- Draft ADA Compliance Assessment Reports for DCSD buildings and properties submitted in binder and electronic formats;
- Final ADA Compliance Assessment Reports for DCSD buildings and properties submitted in binder and electronic formats;
- Draft ADA Assessment and Transition Plan submitted in binder and electronic formats;
- Final ADA Assessment and Transition Plan submitted in binder and electronic formats;
- Draft format for Database and Project Map – electronic file(s);
- Final Database and Project Map – electronic file(s);

F. Timeline and Key Dates (dates are subject to change)

1. Request for Proposal issued	June 16, 2022
2. Proposal Submission Due Date	July 14, 2022
3. Selection Committee Evaluation	July 18-July 22, 2022
4. Recommendation Sent to Board of Education	September 12, 2022
5. Anticipated Notice of Award	September 2022
6. Anticipated Notice to Proceed/Issue Executed Contract	October 2022
7. ADA Assessment Services Kickoff Meeting	October 2022
8. 15% Draft Due	January 2023
9. Facility Condition Assessment Draft Due	July 31, 2023
10. Facility Condition Assessment Final Due	August 31, 2022

X. PROPOSAL SUBMISSION REQUIREMENTS

- A. A **mandatory virtual pre-proposal conference** will be held on **Thursday, June 23, 2022, at 11:00 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, July 14, 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 the responding firm. The letter shall include specific reason(s) why the 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.

- 1. Table of Contents
- 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 the 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 the current professional 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 Financial Information (Y/N):

2.3.1 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.

2.4. Litigation/Capacity/Convictions Information (Y/N):

2.4.1 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 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 ADA assessment projects comparable in size, scope and complexity. This will include evaluating the offeror's performance and quality of work on previous projects.

- a. The firm shall list three (3) projects which best illustrate the experience of the firm as it relates to the services requested in this RFP. Do not list projects which were not completed by your firm or completed more than ten years ago. Include the following information for each project:
 1. Title, location, award date and completion, or anticipated completion date.
 2. Describe the nature of the offeror's responsibility with the services provided.
 3. Owner's representative name, address, telephone and e-mail address.
 4. Provide a reference letter from each of the projects listed to illustrate your experience. If reference letters are not available provide reasons for the unavailability. Reference letters should be submitted on the entity's letterhead providing the reference and dated. Letter should include the name, address and telephone number of project owner for whom offeror provided the services and identify all services performed.

2. Proposed Project Staff and Technical Capabilities (25 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 project.

- a. The Offeror 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.
- b. The Offeror shall provide a resume and for all proposed project personnel, including all sub-consultants.
- c. The Offeror shall identify the technical details that make the firm uniquely qualified for the services requested in this RFP.

3. Proposed Approach, Methodology and Scheduling (20 points)

Provide a detailed and comprehensive description of how the offeror proposes to provide the services requested in this RFP. This description shall address, but not be limited to:

- a. How the project will be managed and scheduled;
- b. How and when data and materials will be delivered to DCSD;
- c. Communication and coordination;
- d. The working relationship between the offeror and DCSD;
- e. The firm's general philosophy in regards to providing the requested services and
- f. Provide an anticipated work schedule through project completion assuming an October 3rd Notice to Proceed.

4. Fee Structure (30 points)

Indicate your proposed lump sum fee for the services requested in this RFP. Fee should be provided on the Price Proposal Form (**Attachment I**) included with this RFP.

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 ADA Assessment Services. The evaluation factors that will be employed, and their relative importance, are identified in Section X and D.

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 the 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 offeror, failure to comply with the requirements of the Proposal Documents. The Owner also reserves the right to waive any technicalities or informalities, and to award the Contract in the best interests of the Owner.

XII. 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)

ATTACHMENT A: SERVICE CONTRACTOR CHECKLIST AND CERTIFICATION

The undersigned, hereby acknowledges having received **Request for Proposal (RFP) No. 22-752-031 ADA Assessment Services**

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	Service Contractor 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 and Individual 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	Service Contractor Price Proposal (4 pages)	YES	<input type="checkbox"/>
Attachment J	Immigration and Security Certification (2 pages)	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) below.	YES	<input type="checkbox"/>
Owner's Appendices:			
Appendix A:	Owner's Narrative and Scope of Work (2 pages)		
Appendix E:	Standard Form of Contract for Services Non-State Capital Outlay Projects (22 pages)		
Appendix F:	Subcontractor Affidavit of Noncollusion (1 page)		
Owner's Exhibits:			
Exhibit A	List of DCSD Facilities		

Indicate **Addenda(s) Nos.** _____ received (**none unless indicated here**). The Service Contractor is responsible for reading and understanding all sections of this RFP and affirms that the Service Contractor shall be bound by all 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 Service Contractor: _____

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 C: SUBCONTRACTOR LISTING

TO: DEKALB COUNTY BOARD OF EDUCATION
hereinafter called "Owner"

RFP No. 22-752-031
Project No. N/A

Pursuant to proposal requirements for the Projects known as ADA Assessment Services the undersigned proposes to use the following subcontractors for principal portions of the Project:

PORTION OF THE WORK	SUBCONTRACTOR NAME CONTACT PERSON	ADDRESS TELEPHONE NUMBER

*Use Additional Sheets If Necessary
Provide Signature Identical To That
Shown On The Proposal Form*

OFFEROR: _____
[typed proper name of Offeror]

By: _____
[signature]

[name and title]

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 ADA Assessment Services RFP No. 22-752-031 (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)

Service Contractor Fixed Price Proposal

Project Name: ADA Assessment Services

RFP No.: 22-752-031
RFP Due Date: July 14, 2022

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 of Contractor]

having carefully examined the proposed form of Standard Form of Contract for 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: ADA Assessment Services**, proposes and agrees, if this proposal is accepted, to enter into the Agreement with the Owner and to perform the Work including ADA Assessments, Barrier Assessments, ADA Transition Plan, Project Data Base and Mapping, and Deliverables conformance with the Contract Documents, in the time and for the Contract Price set forth below, and submits the following proposed Fixed Price, Schedule and other matters set forth below:

1. The proposed Fixed Price amount to insert as the Contract Price for DCSD RFP No. 20-752-031 ADA Assessment Services, in Exhibit "B" of the Agreement:

_____ (\$_____).
[Insert penal sum, written in words and in numerals]

2. 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, the Contractor represents and warrants that:

- (a) The 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 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 was 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. If successful in its Proposal, the Contractor will timely submit to the Owner the Offeror's and Individuals' Affidavit of Noncollusion and the Subcontractor's Affidavit of Noncollusion in the form, manner, and number, required by the Request for Proposals and applicable laws. 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. If successful in its Proposal, the Contractor will timely submit to the Owner the Offeror's and Individuals' Affidavit of Noncollusion and the Subcontractor's Affidavit of Noncollusion in the form, manner, and number, required by the Request for Proposals and applicable laws. 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: **22-752-031**

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

Title: **ADA Assessment Services**

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

Appendix A: Owner's Criteria and Narrative Scope of Work DCSD (DeKalb County School District)– ADA Assessment Services

DCSD is seeking to enter into a service agreement with a qualified firm or individual to perform a comprehensive ADA assessment of all DSCD facilities and properties.

Comprehensive ADA Assessment

The Consultant shall develop the comprehensive ADA Assessment and Transition Plan for buildings and property sites based upon guidance from DSCD staff. Consultant shall be able to prove their expertise with credentials such as training and references.

The DCSD will provide the following facility data:

1. A list of all DCSD facilities (Exhibit A)
2. Current facility condition assessment reports for each facility and existing floor plans via the link below.
[ADA Assessment Folder](#)

The scope of work will include, but is not limited to the following:

A. ADA Assessment

- The Consultant shall have an extensive understanding and familiarity with ADA standards and guidelines.
- The Consultant shall address ADA and local accessibility codes compliance for all existing buildings and sites.
- The Consultant shall evaluate and identify all deficiencies not meeting the latest ADA standards on all building and sites across the district. **(See Exhibit A)**
- The Consultant shall provide a detailed, illustrated report identifying all noncompliant elements at the conclusion of their assessment.
- The Consultant shall survey all academic and athletic campus facilities, administration facilities, parking areas, and on-site pedestrian routes and identify noncompliant ADA elements.
- The Consultant shall include a map of accessible circulation routes and building entrances in their assessment.
- The Consultant shall provide technical assistance and training to DCSD staff on common ADA barrier issues.
- The Consultant shall provide the procedure and forms needed to conduct the Evaluation.
- The Consultant shall conduct the Evaluation and compile the final Assessment Report.

B. Barrier Assessment

Facilities

- The Consultant shall determine which Facilities are subject to the requirements of the ADA.
- The Consultant shall compile plans (if available) for all buildings requiring assessment.
- The Consultant shall conduct the necessary investigations of all areas of each building providing access to the students, school staff and/or public.
- The Consultant shall originate Access Compliance Assessment Reports (ACAR) identifying each physical element within the public areas of each Facility that constitutes a code violation or otherwise hinders or prevents access to persons with disabilities. **Each ACAR shall include, but not be limited to the following:**
 - Executive summary;
 - As-built dimensions as it relates to ADA access;
 - Barrier Severity Rating (relative level of impact to access);
 - Reference to code defining the barrier to access;
 - Digital photograph(s) of each barrier to access;
 - Reference drawing/map showing the location of the barrier.

Property Sites

- The Consultant shall conduct field investigations of all playgrounds, playfields, courtyards, stadiums, on-site sidewalks, and parking lots.
- The Consultant shall originate ACARs identifying each physical element within the facilities property that constitutes a code violation or otherwise hinders or prevents access to persons with disabilities. Compliance

shall be measured using the ADAAG (ADA Accessibility Guidelines for Buildings and Facilities). **Each ACAR shall include the following items:**

- Executive Summary;
- As-built dimensions as it relates to ADA access;
- Barrier Severity Rating (relative level of impact to access);
- Reference to code defining the barrier to access;
- Digital photograph(s) of each barrier to access;
- Reference drawing/map showing the location of the barrier.

C. ADA Transition Plan

The same level of detail presented in the ACAR during the Assessment phase shall be provided in the ADA Transition Plan reports, as a minimum requirement. The ADA Transition Plan shall include, but is not limited to, the following components:

1. Methodology for evaluation of barriers;
2. Methodology for prioritization of barrier remediation;
3. Procedures and forms for performing evaluations of additional barriers;
4. Procedures and forms for filing Requests for Accommodation;
5. Standard drawings for remediation methods;
6. A section shall also be included that lists references and contact information for ADA and accessibility related resources.

D. Project Database and Mapping

The Consultant shall be responsible for the development of a Project Database that includes, at a minimum, the following:

1. Applicable government code, statutes, and regulations;
2. A listing of field investigations and inspections to be performed;
3. A project map of all locations where field investigations and inspections are to be performed;
4. All relevant Access Compliance Assessment Reports (ACARs);
5. Drafts of the ADA Assessment and Transition Plan, as available.

E. Deliverables

The following list constitutes the minimum deliverable components:

- Draft Evaluation Report in binder and electronic formats;
- Final Evaluation Report in binder and electronic formats;
- Evaluation Update recommendations included proposed procedures and forms;
- Draft ADA Compliance Assessment Reports for DCSD buildings and properties submitted in binder and electronic formats;
- Final ADA Compliance Assessment Reports for DSCD buildings and properties submitted in binder and electronic formats;
- Draft ADA Assessment and Transition Plan submitted in binder and electronic formats;
- Final ADA Assessment and Transition Plan submitted in binder and electronic formats;
- Draft format for Database and Project Map – electronic file(s);
- Final Database and Project Map – electronic file(s);

F. Timeline and Key Dates (dates are subject to change)

1. Request for Proposal issued	June 16, 2022
2. Proposal Submission Due Date	July 14, 2022
3. Selection Committee Evaluation	July 18-July 22, 2022
4. Recommendation Sent to Board of Education	September 12, 2022
5. Anticipated Notice of Award	September 2022
6. Anticipated Notice to Proceed/Issue Executed Contract	October 2022
7. ADA Assessment Services Kickoff Meeting	October 2022
8. 15% Draft Due	January 2023
9. Facility Condition Assessment Draft Due	July 31, 2023
10. Facility Condition Assessment Final Due	August 31, 2022

APPENDIX E

STANDARD FORM OF CONTRACT

FOR SERVICES

(NON-STATE CAPITAL OUTLAY PROJECTS)

BETWEEN THE

DEKALB COUNTY SCHOOL DISTRICT

AND THE SERVICE CONTRACTOR

Service Contractor: _____

Project Name: _____

Address: _____

RFP No.: _____

Description _____

Cost Code: _____

CONTRACT FOR SERVICES

The contract for services, which includes this agreement and the below referenced documents attached as Exhibits (the "Contract") is made and entered into by and between the DeKalb County School District (the "Owner") and **Service Contractor** (the "Service Contractor"). The term of this Contract begins on the date executed by the last party to execute below (effective date).

The performance period for the Agreement is one (1) year from the effective date. Additionally, as required by O.C.G.A. § 20-2-506, this Contract shall terminate absolutely and without further obligation on the part of DeKalb County School District at the close of the calendar year in which it was executed and at the close of each succeeding calendar year for which it may be renewed, but shall be automatically renewed for each subsequent calendar year during the term unless DeKalb County School District terminates the agreement by providing **Service Contractor** with thirty (30) days advance notice of termination prior to the end of the calendar year, subject to the other termination methods available to the owner herein.

The Contract Documents consist of:

- a. This agreement (Contract for Services);
- b. Request for Proposal (RFP) No. 22-752-031 (**Exhibit A**);
- c. The Service Contractor's Proposal to the above-numbered RFP, including pricing, and any applicable Scope of Services and any applicable Payment and Payment Terms Schedule attached except that objections or amendments by a Service Contractor that have not been explicitly accepted by DeKalb County School District in writing in this agreement shall not be included in the Contract Documents or this agreement and shall be given no weight or consideration; (**Exhibit B**);
- d. Board Directive Signed by the Superintendent and dated _____ (**Exhibit C**); and
- e. Notice of Award dated _____ (**Exhibit D**).

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

Any inconsistency or conflict among the specific provisions of this agreement and the other Contract Documents shall be resolved as follows:

- a. First, by giving preference to the specific provisions of this agreement;
- b. Second, by giving preference to the specific provisions of the RFP attached hereto as **Exhibit A**;

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

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

ARTICLE 1

PARTIES TO THE CONTRACT

The Owner's address and its contact person are:

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

Attention: Richard Boyd, Interim Chief Operations Officer

Phone: 678-676-1483
Fax: 678-676-1475

The Service Contractor's address and its contact person are:

Attention: _____
Phone: _____
Fax: _____

ARTICLE 2

PROGRAM AND SCOPE OF SERVICES

2.1 The Service Contractor shall provide Services, as hereinafter particularly described below, on the Program: _____

2.2 The Service Contractor represents to Owner those individuals that the Service Contractor shall utilize to fulfill and complete this Contract possess expertise in the following

disciplines and possess the following accreditations or other credentials, if any: _____

2.3 The Service Contractor shall provide the Owner the following Services with respect to the Program: Provide all materials, labor, equipment, and supervision to perform

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

ARTICLE 3

SCHEDULE

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

ARTICLE 4

COMPENSATION

4.1 Compensation under this Contract shall be pursuant to the terms specified in Exhibit "A."

ARTICLE 5

WORKING RELATIONSHIP

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

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

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

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

ARTICLE 6

INVOICING AND CONTRACT PRICE

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

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

ARTICLE 7

CANCELLATION OR TERMINATION BY OWNER

7.1 The Owner reserves the right to cancel or terminate this Contract with notice in writing to the Service Contractor. In the event of cancellation or termination, the Owner shall pay to the Service Contractor all compensation earned for actual services rendered.

7.2 Within three (3) business days of such cancellation or termination, the Service Contractor shall (i) comply with the requirements of all of the items identified in Paragraphs 10.1, 10.2, and 10.3, below. Under no circumstances shall the Service Contractor assert any lien or other claim over or relating to any such documents, material, data and information.

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

ARTICLE 8

INDEPENDENT CONTRACTOR

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

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

ARTICLE 9

DUTIES, OBLIGATIONS AND RESPONSIBILITIES OF THE CONTRACTOR

9.1 Generally. In addition to any and all other duties, obligations and responsibilities of the Contractor set forth in this Contract, the Contractor shall have and perform the following duties, obligations and responsibilities to the Owner:

9.1.1 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.

ARTICLE 10

RESPONSIBILITY FOR SERVICES

10.1 In the performance of this Contract, the Service Contractor warrants that it shall consistently render its best efforts and shall exercise that degree of skill and care which others would exercise in like circumstances and that its Services will be performed without errors or omissions.

10.2 If Services performed by the Service Contractor fail to meet the standards set forth in Paragraph 10.1, the Owner may elect to have the Service Contractor re-perform, or cause to be re-performed, at no cost to the Owner any of the Services which fail to meet said standards where: (i) such failure appears during the performance of the Service Contractor's Services or within one year from the date of completion of the Service Contractor's Services, and (ii) the Owner notifies Service Contractor of any such failure within sixty (60) days of the time that the failure becomes apparent. This Paragraph 10.2 shall not be interpreted to limit the right of the Owner to pursue and obtain any and all other remedies against the Service Contractor at law or in equity.

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

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

10.5 OWNER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED.

ARTICLE 11

OWNERSHIP OF WORK PRODUCT

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

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

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

ARTICLE 12

ACCOUNTING AND RECORDS

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

ARTICLE 13

COMPLIANCE WITH LAWS

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

ARTICLE 14

EQUAL EMPLOYMENT OPPORTUNITY

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

ARTICLE 15

CONTINGENCY FEES

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

ARTICLE 16

SUBCONTRACTORS

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

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

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

ARTICLE 17

SUCCESSORS AND ASSIGNS

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

ARTICLE 18

INSURANCE

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

18.2 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
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.

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

ARTICLE 19

TERMINATION FOR CAUSE

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

ARTICLE 20

INDEMNIFICATION

20.1 The Service Contractor agrees to hold harmless and indemnify the Owner, its Board, officers, employees and representatives from and against any and all liability, claims, actions, causes of action, losses, damages, demands, suits, judgments, costs and expenses arising out of bodily injury (including death) to persons, damage to property, including, but not limited to, any and all costs, expenses, legal fees and liabilities, incurred in and about investigation, defense or prosecution thereof, to the extent caused in whole or in part by a

negligent act, error or omission of the Service Contractor or any subcontractor(s), or as a result of defective Services under this Contract.

ARTICLE 21

CONTRACT ADMINISTRATION

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

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

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

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

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

ARTICLE 22

FORCE MAJEURE

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

ARTICLE 23

CAPTIONS

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

ARTICLE 24

ENTIRE AGREEMENT

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

ARTICLE 25

MISCELLANEOUS

25.1 Unless otherwise expressly provided to the contrary in this Contract, the term "day" shall mean calendar day.

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

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

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

OWNER:

SERVICE CONTRACTOR:

DEKALB COUNTY BOARD OF EDUCATION

[Typed Name]

By: _____
[Signature]

By: _____
[Signature] [SEAL]

Mrs. Vickie B. Turner, Chairman
[Printed Name, Title]

[Printed Name]

By: _____
[Signature]

[Printed Title]

Dr. Vasanne S. Tinsley
[Printed Name]

Interim Superintendent
[Printed Title]

[Printed Address]

1701 Mountain Industrial Blvd
Stone Mountain, GA 30083
[Printed Address]

[Date of Execution]

[Date of Execution]

Richard Boyd, Interim Chief Operations Officer

EXHIBIT "A"

EXHIBIT "B"

EXHIBIT "C"

EXHIBIT "D"

EXHIBIT "E"

CONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned Contractor verifies its compliance with O.C.G.A. 13-10-91, and attests **under oath** that:

(1) the individual, firm, or corporation ("Contractor") which is contracting with the DeKalb County Board of Education has registered with, is authorized to use, uses, and will continue throughout the contract term to use and participate in, a federal work authorization program [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91, as amended. As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U. S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

(2) Contractor's correct user identification number and date of authorization is set forth herein below.

(3) Contractor agrees that the Contractor will not employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with the DeKalb County Board of Education, unless at the time of the contract said subcontractor:

(a) is registered with and participates in the federal work authorization program;

(b) provides Contractor with a duly executed, notarized affidavit with the same affirmations, agreements, and information as contained herein and in such form as required under applicable law; and

(c) agrees to provide Contractor with notice of receipt and a copy of every sub-subcontractor Affidavit or other applicable verification procured by subcontractor at the time of contract with the sub-subcontractor(s) within five (5) business days after receiving the said Affidavit or verification.

Contractor agrees to maintain records of such compliance and to provide notice of receipt and a copy of each such subcontractor Affidavit or other permissible verification to the DeKalb County Board of Education at the time the subcontractor(s) is retained to perform such service or within five (5) days after receiving the said Affidavit or verification, whichever first occurs.

(4) Contractor further agrees to and shall provide DeKalb County Board of Education with copies of all other affidavits or other applicable verification received by Contractor (i.e.: sub-contractor affidavits and all other lower tiered affidavits) within five (5) days of receipt.

EEV/Basic Pilot Program User Identification Number

Date of Authorization

If an applicable Federal work authorization program as described above is used, other than the EV/Basic Pilot Program, please identify the program.

Company Name / Contractor Name

Date

BY: Signature of Authorized Officer or Agent

Date

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

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

Notary Public
My Commission Expires: _____

EXHIBIT "F"

SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, and attests **under oath** that:

(1) the undersigned individual, firm or corporation ("Subcontractor") is engaged in the physical performance of services under a contract with _____ (*name of Contractor*), which has a contract with the DeKalb County Board of Education.

(2) Subcontractor has registered with, is authorized to use, uses, and will continue throughout the contract term to use and participate in, a federal work authorization program [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91. As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U. S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

(3) Subcontractor's correct user identification number and date of authorization is set forth herein below.

(4) Subcontractor agrees that the Subcontractor will not employ or contract with any sub-subcontractor(s) in connection with the physical performance of services pursuant to this subcontract or the contract with the DeKalb County Board of Education, unless said sub-subcontractor:

(a) is registered with and participates in the federal work authorization program;

(b) provides Subcontractor with a duly executed, notarized affidavit with the same affirmations, agreements, and information as contained herein and in such form as required under applicable law; and

(c) agrees to provide Subcontractor with notice of receipt and a copy of every sub-subcontractor Affidavit or other permissible verification procured by sub-subcontractor at the time the sub-subcontractor(s) is retained to perform such service or within five (5) days after receiving the said Affidavit or verification, whichever first occurs.

Subcontractor agrees to maintain records of such compliance and to provide notice of receipt and a copy of each such sub-subcontractor Affidavit or other applicable verification to the Contractor at the time the sub-subcontractor(s) is retained to perform such service or within five (5) days after receiving the said Affidavit or verification, whichever first occurs.

EEV/Basic Pilot Program User Identification Number

Date of Authorization

If an applicable Federal work authorization program as described above is used, other than the EEV/Basic Pilot Program, please identify the program.

BY: Authorized Officer or Agent

Date

(Subcontractor Name)

Title of Authorized Officer or Agent of Subcontractor

Printed Name of Authorized Officer or Agent

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

Notary Public
My Commission Expires: _____

EXHIBIT "G"

**AFFIDAVIT OF EXEMPTION
(Under O.C.G.A. § 13-10-91(b)(1))**

The undersigned, in connection with a proposed contract or subcontract with the DeKalb County School District for the physical performance of service in the State of Georgia (the "Contract"), hereby affirms and certifies under penalties of perjury that:

- (a) I am exempt under Title 26 or Title 43
- (b) If at any time hereafter I determine that I no longer qualify as exempt under Title 26 or Title 43, then I will:
 - (i.) immediately notify the School District in writing; and
 - (ii.) register with, participate in and use, a federal work authorization program operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91, as amended; and
 - (iii.) Provide the School District with all affidavits required by O.C.G.A. § 13-10-90 *et seq.* and Georgia Department of Labor Rule 300-10-1-.02, 300-10-1-.03, 300-10-1-.07 and 300-10-1-.08.

_____/_____
Signature Printed Name Title

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

Firm Name:

Street/Mailing Address: _____

City, State, Zip Code: _____

Telephone Number: _____ / email: _____

Sworn to and subscribed before me this _____ day of _____, 20_____

Notary Public

My Commission Expires: _____



APPENDIX F
RFP No. 22-752-031

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: __/__/__.

**EXHIBIT A - DCSD FACILITY LIST
RFP NO. 22-752-031**

School_Name	Address	CityState	ZipCode	Type	Grade
Adams Stadium Facility	2383 N. Druid Hills Road	Atlanta, GA	30329	Stadium	(0)
Allgood ES	659 Allgood Road	Stone Mtn, GA	30083	ES	(Pre K-5)
Arabia Mountain HS	6610 Browns Mill Road	Lithonia, GA	30038	HS	(9-12)
Ashford Park ES	2968 Cravenridge Drive NE	Atlanta, GA	30319	ES	(Pre K-5)
Avondale ES	8 Lakeshore Drive	Avondale Estates, GA	30002	ES	(Pre K-5)
Avondale High Facility	1192 Clarendon Avenue	Avondale Estates, GA	30002	Admin	(0)
Avondale Stadium Facility	1192 Clarendon Avenue	Avondale Estates, GA	30002	Stadium	(0)
Barack H. Obama EMST	3132 Clifton Church Road SE	Atlanta, GA	30316	ES	(Pre K-5)
Bethune, Mary McLeod MS	5200 Covington Highway	Decatur, GA	30035	MS	(6-8)
Bob Mathis ES	3505 Boring Road	Decatur, GA	30034	ES	(Pre K-5)
Bouie, Edward L. Sr. Theme ES	5100 Rock Springs Road	Lithonia, GA	30038	ES	(Pre K-5)
Briar Vista ES	1131 Briar Vista Terrace NE	Atlanta, GA	30324	ES	(Pre K-5)
Briarlake ES	3590 Lavista Road	Decatur, GA	30033	ES	(Pre K-5)
Brockett ES	1855 Brockett Road	Tucker, GA	30084	ES	(Pre K-5)
Browns Mill ES	4863 Browns Mill Road	Lithonia, GA	30038	ES	(Pre K-5)
Canby Lane ES	4150 Green Hawk Trail	Decatur, GA	30035	ES	(Pre K-5)
Cary Reynolds ES	3498 Pine Street	Atlanta, GA	30340	ES	(Pre K-5)
Cedar Grove ES	2330 River Road	Ellenwood, GA	30294	ES	(Pre K-5)
Cedar Grove HS	2360 River Road	Ellenwood, GA	30294	HS	(9-12)
Cedar Grove MS	2300 Wildcat Road	Decatur, GA	30034	MS	(6-8)
Chamblee HS	3688 Chamblee Dunwoody Road	Atlanta, GA	30341	HS	(9-12)
Chamblee MS	3601 Sexton Woods Drive	Atlanta, GA	30341	MS	(6-8)
Champion Theme MS	5265 Mimosa Drive	Stone Mtn, GA	30083	MS	(6-8)
Chapel Hill ES	3536 Radcliffe Blvd	Decatur, GA	30034	ES	(Pre K-5)
Chapel Hill MS	3535 Dogwood Farm Road	Decatur, GA	30034	MS	(6-8)
Chesnut ES	4576 N Peachtree Road	Atlanta, GA	30338	ES	(Pre K-5)
Clarkston HS	618 North Indian Creek Drive	Clarkston, GA	30021	HS	(9-12)
Columbia ES	3230 Columbia Woods Drive	Decatur, GA	30032	ES	(Pre K-5)
Columbia HS	2106 Columbia Drive	Decatur, GA	30032	HS	(9-12)
Columbia MS	3001 Columbia Drive	Decatur, GA	30034	MS	(6-8)
Coralwood Center	2477 Coralwood Dr.	Decatur, GA	30033	Educ_Other	(Pre K -K)
Cross Keys HS	1626 N Druid Hills Road NE	Atlanta, GA	30319	HS	(9-12)
DeKalb Alternative School	5855 Memorial Drive	Stone Mtn, GA	30083	Educ_Other	(6-12)

**EXHIBIT A - DCSD FACILITY LIST
RFP NO. 22-752-031**

DeKalb Early College Academy	1701 Mountain Industrial Blvd.	Stone Mtn, GA	30083	HS	(9-12)
DeKalb ES of the Arts	3131 Old Rockbridge Rd.	Avondale Estates, GA	30002	ES	(K-7)
DeKalb HS of Technology-South	3303 Panthersville Road	Decatur, GA	30034	Educ_Other	(10-12)
DeKalb Rockdale GNETS at Eagle Woods Facility	5931 Shadow Rock Drive	Lithonia, GA	30058	Educ_Other	(6-12)
DeKalb Rockdale GNETS at Shadow Rock Facility	1040 Kingway Drive	Lithonia, GA	30058	Educ_Other	(2-5)
DeKalb School of the Arts	1192 Clarendon Avenue	Avondale Estates, GA	30002	HS	(8-12)
District Central Offices at AIC Facility	1701 Mountain Industrial Blvd	Stone Mtn, GA	30083	Admin	(0)
Doraville Administrative Facility	3932 Flowers Rd	Atlanta, GA	30338	Admin	(0)
Dresden ES	2449 Dresden Drive	Atlanta, GA	30341	ES	(Pre K-5)
Druid Hills HS	1798 Haygood Drive NE	Atlanta, GA	30307	HS	(9-12)
Druid Hills MS	3100 Mount Olive Drive	Decatur, GA	30033	MS	(6-8)
Dunaire ES	651 S Indian Creek Drive	Stone Mtn, GA	30083	ES	(Pre K-5)
Dunwoody ES	1923 Womack Rd	Dunwoody, GA	30338	ES	(Pre K-5)
Dunwoody HS	5035 Vermack Road	Atlanta, GA	30338	HS	(9-12)
E. L. Miller ES	919 Martin Rd	Stone Mtn, GA	30088	ES	(Pre K-5)
Early Learning Academy (at Terry Mill Facility)	797 Fayetteville Road, SE	Atlanta, GA	30316	Educ_Other	(Pre K)
East Campus #1 Admin Offices	5831 Memorial Drive	Stone Mtn, GA	30083	Admin	(0)
East Campus #2/Transportation Facility	5809 Memorial Drive	Stone Mtn, GA	30083	Admin	(0)
East Dekalb SpEd Campus	5831 Memorial Drive	Stone Mtn, GA	30083	Educ_Other	(K-12)
East Dekalb SpEd Facilities	5831 Memorial Drive	Stone Mtn, GA	30083	Educ_Other	(0)
East DeKalb State School Students	5831 Memorial Drive	Stone Mtn, GA	30083	Educ_Other	(0)
Elizabeth Andrews HS	1701 Mountain Industrial Blvd	Stone Mtn, GA	30083	HS	(9-12)
Evansdale ES	2914 Evans Woods Drive	Atlanta, GA	30340	ES	(Pre K-5)
Fairington ES	5505 Phillip Bradley Drive	Lithonia, GA	30038	ES	(Pre K-5)
Fernbank ES	157 Heaton Park Drive, NE	Atlanta, GA	30307	ES	(Pre K-5)
Fernbank Science Center	156 Heaton Park Drive, NE	Atlanta, GA	30307	Educ_Other	(K-12)
Flat Rock ES	4603 Evans Mill Road	Lithonia, GA	30038	ES	(Pre K-5)
Flat Shoals ES	3226 Flat Shoals Road	Decatur, GA	30034	ES	(Pre K-5)
Flex Academy	2652 Lawrenceville Hwy.	Decatur, GA	30033	Educ_Other	(0)
Freedom MS	505 South Hairston Road	Stone Mtn, GA	30088	MS	(6-8)
Green Forrest Drive Facility	2084 Green Forrest Drive	Decatur, GA	30032	UnusedVacant	(0)
Hallford, James R. Stadium Facility	3789 Memorial College Ave.	Clarkston, GA	30021	Stadium	(0)
Hambrick ES	1101 Hambrick Road	Stone Mtn, GA	30083	ES	(Pre K-5)
Hawthorne ES	2535 Caladium Drive, NE	Atlanta, GA	30345	ES	(Pre K-5)

**EXHIBIT A - DCSD FACILITY LIST
RFP NO. 22-752-031**

Henderson Mill ES	2408 Henderson Mill Road, NE	Atlanta, GA	30345	ES	(Pre K-5)
Henderson MS	2830 Henderson Mill Road	Atlanta, GA	30341	MS	(6-8)
Hightower ES	4236 Tilly Mill Road	Atlanta, GA	30360	ES	(Pre K-5)
Huntley Hills ES	2112 Seaman Circle	Atlanta, GA	30341	ES	(Pre K-5)
Idlewood ES	1484 Idlewood Road	Tucker, GA	30084	ES	(Pre K-5)
International Intensive English Program	3318 Midway Road	Decatur, GA	30032	Educ_Other	(3-12)
International Student Center	3318 Midway Road	Decatur, GA	30032	Educ_Other	(7-8)
Jolly ES	1070 Otello Avenue	Clarkston, GA	30021	ES	(Pre K-5)
Kelley Lake ES	2590 Kelly Lake Road	Decatur, GA	30032	ES	(Pre K-5)
Kingsley ES	2051 Brendon Drive	Atlanta, GA	30338	ES	(Pre K-5)
Kittredge Magnet	2383 N Druid Hills Rd NE	Atlanta, GA	30329	ES	(9-12)
Lakeside HS	3801 Briarcliff Road, NE	Atlanta, GA	30345	HS	(9-12)
Laurel Ridge ES	1215 Balsam Drive	Decatur, GA	30033	ES	(Pre K-5)
Lithonia HS	2440 Phillips Road	Lithonia, GA	30058	HS	(9-12)
Lithonia MS	2451 Randall Avenue	Lithonia, GA	30058	MS	(6-8)
Livsey ES	4137 Livsey Road	Tucker, GA	30084	ES	(Pre K-5)
Marbut Theme ES	5776 Marbut Road	Lithonia, GA	30058	ES	(Pre K-5)
Margaret Harris Comprehensive School	1634 Knob Hill Drive, NE	Atlanta, GA	30329	Educ_Other	(Pre K-12)
Martin Luther King, Jr. HS	3991 Snapfinger Road	Lithonia, GA	30038	HS	(9-12)
McLendon ES	3169 Hollywood Drive	Decatur, GA	30033	ES	(Pre K-5)
McNair, Ronald E. DLA ES	2162 Second Ave.	Decatur, GA	30032	ES	(Pre K-5)
McNair, Ronald E. HS	1804 Bouldercrest Road, SE	Atlanta, GA	30316	HS	(9-12)
Midvale ES	3836 Midvale Road	Tucker, GA	30084	ES	(Pre K-5)
Miller Grove HS	2645 DeKalb Medical Parkway	Lithonia, GA	30058	HS	(9-12)
Miller Grove MS	2215 Miller Road	Decatur, GA	30035	MS	(6-8)
Montclair ES	1680 Clairmont Place, NE	Atlanta, GA	30329	ES	(Pre K-5)
Montgomery ES	3995 Ashford Dunwoody Road	Atlanta, GA	30319	ES	(Pre K-5)
Murphey Candler ES	6775 S Goddard Road	Lithonia, GA	30038	ES	(Pre K-5)
Nancy Creek ES	1663 E Nancy Creek Dr., NE	Atlanta, GA	30319	ES	(4-6)
Narvie J. Harris Theme ES	3981 McGill Drive	Decatur, GA	30034	ES	(Pre K-5)
North DeKalb Stadium Facility	3662 Pierce Drive	Atlanta, GA	30341	Stadium	(0)
Oak Grove ES	1857 Oak Grove Road, NE	Atlanta, GA	30345	ES	(Pre K-5)
Oak View ES	3574 Oakvale Road	Decatur, GA	30034	ES	(Pre K-5)
Oakcliff Theme ES	3150 Willow Oak Way	Atlanta, GA	30340	ES	(Pre K-5)

**EXHIBIT A - DCSD FACILITY LIST
RFP NO. 22-752-031**

Panola Way ES	2170 Panola Way Court	Lithonia, GA	30058	ES	(Pre K-5)
Panthersville Administrative Facility	2627 Wildcat Rd.	Decatur, GA	30034	Admin	(0)
Peachcrest ES	1530 Joy Lane	Decatur, GA	30032	ES	(Pre K-5)
Peachtree MS	4664 N Peachtree Road	Atlanta, GA	30338	MS	(6-8)
Pine Ridge ES	750 Pine Ridge Dr	Stone Mtn, GA	30087	ES	(Pre K-5)
Princeton ES	1321 South Deshon Road	Lithonia, GA	30058	ES	(Pre K-5)
Rainbow ES	2801 Kelley Chapel Road	Decatur, GA	30034	ES	(Pre K-5)
Redan ES	1914 Stone Mtn Lithonia Rd	Lithonia, GA	30058	ES	(Pre K-5)
Redan HS	5247 Redan Road	Stone Mtn, GA	30088	HS	(9-12)
Redan MS	1775 Young Road	Lithonia, GA	30058	MS	(6-8)
Robert Shaw Theme ES	385 Glendale Road	Scottdale, GA	30079	ES	(Pre K-5)
Rock Chapel ES	1130 Rock Chapel Road	Lithonia, GA	30058	ES	(Pre K-5)
Rockbridge ES	445 Halwick Way	Stone Mtn, GA	30083	ES	(Pre K-5)
Rowland ES	1317 S Indian Creek Drive	Stone Mtn, GA	30083	ES	(Pre K-5)
Sagamore Hills ES	1865 Alderbrook Road	Atlanta, GA	30345	ES	(Pre K-5)
Salem MS	5333 Salem Road	Lithonia, GA	30038	MS	(6-8)
Sam A. Moss Service Facility	1780 Montreal Rd.	Tucker, GA	30084	Admin	(0)
Sequoyah MS	3456 Aztec Road	Atlanta, GA	30340	MS	(6-8)
Shadow Rock ES	1040 Kingway Drive	Lithonia, GA	30058	ES	(Pre K-5)
Smoke Rise ES	1991 Silver Hill Road	Stone Mtn, GA	30087	ES	(Pre K-5)
Snapfinger ES	1365 Snapfinger Road	Decatur, GA	30032	ES	(Pre K-5)
Southwest DeKalb HS	2863 Kelley Chapel Road	Decatur, GA	30034	HS	(9-12)
Special Education Pre-Testing Eligibility	5831 Memorial Drive	Stone Mtn, GA	30083	Educ_Other	(0)
Stephenson HS	701 Stephenson Road	Stone Mtn, GA	30087	HS	(9-12)
Stephenson MS	922 Stephenson Road	Stone Mtn, GA	30087	MS	(6-8)
Stone Mill ES	4900 Sheila Lane	Stone Mtn, GA	30083	ES	(Pre K-5)
Stone Mountain ES	6720 James B. Rivers Dr	Stone Mtn, GA	30083	ES	(Pre K-5)
Stone Mountain HS	4555 Central Drive	Stone Mtn, GA	30083	HS	(9-12)
Stone Mountain MS	4301 Sarr Parkway	Stone Mtn, GA	30083	MS	(6-8)
Stoneview ES	2629 Huber Street	Lithonia, GA	30058	ES	(Pre K-5)
Toney ES	2701 Oakland Terrace	Decatur, GA	30032	ES	(Pre K-5)
Towers HS	3919 Brookcrest Circle	Decatur, GA	30032	HS	(9-12)
Tucker HS	5036 Lavista Road	Tucker, GA	30084	HS	(9-12)
Tucker MS	2160 Idlewood Road	Tucker, GA	30084	MS	(6-8)

EXHIBIT A - DCSD FACILITY LIST
RFP NO. 22-752-031

Vanderlyn ES	1877 Vanderlyn Drive	Atlanta, GA	30338	ES	(Pre K-5)
Wadsworth Magnet	3039 Santa Monica Drive	Decatur, GA	30032	ES	(4-6)
Warren Technical School	3075 Alton Road	Atlanta, GA	30341	Educ_Other	(10-12)
William "Buck" Godfrey Stadium Facility	2817 Clifton Springs Road	Decatur, GA	30079	Stadium	(0)
William Bradley Bryant Center Facility	2652 Lawrenceville Hwy.	Decatur, GA	30033	Admin	(0)
Woodridge ES	4120 Cedar Ridge Trail	Stone Mtn, GA	30083	ES	(Pre K-5)
Woodward ES	3034 Curtis Drive, NE	Atlanta, GA	30319	ES	(Pre K-5)
Wynbrooke Theme ES	440 Wicksbury Way	Stone Mtn, GA	30087	ES	(Pre K-5)