

	DeKalb County Board of Education Operations Division Sam A. Moss Service Center 1780 Montreal Road Tucker, GA 30084-6705
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**Request for Proposals (RFP) No. 24-752-022**  
**for**  
**GENERAL CONTRACTOR SERVICES**

*Project:* CLARKSTON HIGH SCHOOL CAPITAL IMPROVEMENT

*DCSD Project No.:* 213-35

*Owner:* DeKalb County Board of Education (the "Board")

**Solicitation Timeline Summary (Subject to Change)**

EVENT	DATE(S)	TIME	LOCATION
Solicitation Opens	March 28, 2024		<a href="http://dekalbschoolsga.ionwave.net">http://dekalbschoolsga.ionwave.net</a>
<b>Virtual Mandatory Pre-Proposal Conference</b>	<b>April 11, 2024</b>	<b>10:00 AM</b>	<b>Via Teams</b>
<b>Mandatory Site Visit</b>	<b>April 12, 2024</b>	<b>10:00 AM</b>	<b>618 N. Indian Creek Drive Clarkston, GA 30021</b>
Final Questions Due	April 17, 2024	2:00 PM	<a href="mailto:dcsd-op-bidquestion@dekalbschoolsga.org">dcsd-op-bidquestion@dekalbschoolsga.org</a>
Final Addendum	April 24, 2024	2:00 PM	<a href="http://dekalbschoolsga.ionwave.net">http://dekalbschoolsga.ionwave.net</a>
<b>Proposal Due Date &amp; Time</b>	<b>May 2, 2024</b>	<b>2:00 PM</b>	<b><a href="http://dekalbschoolsga.ionwave.net">http://dekalbschoolsga.ionwave.net</a></b>
Public Acknowledgement	<b>May 6, 2024</b>	5:00 PM	<a href="http://dekalbschoolsga.ionwave.net">http://dekalbschoolsga.ionwave.net</a>
Selection Committee Evaluation	May 6-10, 2024		
Anticipated Board Review and Approval	July 8, 2024		
Anticipated Notice of Award	July 22, 2024		
Anticipated Notice to Proceed	August 2024		

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### **Owner's Standard Forms (included with RFP):**

Attachment A	General Contractor Checklist and Certification (2 pages)
Attachment B1	Corporate Certificate (1 page)
Attachment B2	Partnership Certificate (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 (1 page)
Attachment G	Vendor Reference Form (1 page)
Attachment H	Bid Bond (1 page)
Attachment I	Fixed Price for Construction Proposal (5 pages)
Attachment J	Immigration and Security Certification (2 pages)
Attachment K	No Submittal Response Form (1 page)

### **Owner's Project Specific Information (separate file from RFP)**

Appendix A	Owner's Criteria and Narrative Scope of Work (2 pages)
Appendix B	Special Conditions (5 pages)
Appendix C	Master Project Schedule (1 page)
Appendix D	DeKalb County School District 2023-2024 Calendar (2 pages)
Appendix E	Fixed Price Construction Contract (44 pages)
Appendix F	Subcontractor Affidavit of Non-collusion (1 page)
Appendix G	Performance Bond (3 pages)
Appendix H	Payment Bond (4 pages)
Appendix I	Affidavit for Payment (2 pages)

### **Plans and Specifications**

Available by request: 100% Construction Documents prepared by Goodwin Mills and Cawood, LLC dated 03/21/2024. [tijauna.naylor.smith@dekalbschoolsga.org](mailto:tijauna.naylor.smith@dekalbschoolsga.org)

## I. ADVERTISEMENT FOR SEALED PROPOSALS GENERAL CONTRACTOR

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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, May 2, 2024**, for General Contractor services for **RFP No. 24-752-022**, for **Clarkston High School Capital Improvements**. The Owner shall not consider late proposals.

### **Scope of Services**

To provide General Contractor services for the construction (Site, Bldg. and Systems) of the Owner’s Construction Project at Clarkston High School as specified per the Proposal Documents.

Request for Proposal (“RFP”) documents will be available **Thursday, March 28, 2024**, and may be obtained from the DeKalb County Board of Education website at <https://dekalbschoolsga.ionwave.net>. Plans and Specifications are available electronically in PDF format and can be emailed to prospective Respondents free of charge by submitting a request to [tijauna\\_naylor\\_smith@dekalbschoolsga.org](mailto:tijauna_naylor_smith@dekalbschoolsga.org).

### **VIRTUAL MANDATORY PRE-PROPOSAL CONFERENCE**

A **virtual mandatory** Pre-Proposal Conference will be held via Microsoft Teams at **10:00 a.m. EST on Thursday, April 11, 2024**. Prospective bidders must provide the following information by **5:00 PM, EST on Wednesday, April 10, 2024**:

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](mailto:dcsd-op-solicitation@dekalbschoolsga.org). A meeting link will be sent to all those providing the above information no later than **9:30 AM, EST on Thursday, April 11, 2024**.

There will be a **mandatory site visit at 10:00 AM, EST on Friday, April 12, 2024. Attendance is mandatory.**

### **Schedule for Selection (dates are subject to change)**

Virtual Mandatory Pre-Proposal Conference*	April 11, 2024 @ 10:00am
Mandatory Site Visit	April 12, 2024 @ 10:00am
Final Questions Due	April 17, 2024 not later than 2:00 pm
Final Addendum Issued (if necessary)	April 24, 2024 not later than 2:00 pm
Proposals Due	May 2, 2024 not later than 2:00 pm
Public Acknowledgement	May 6, 2024 not later than 5:00 pm
Anticipated Board Review and Approval	July 8, 2024

### **\*OPEN TO PUBLIC ATTENDANCE\***

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

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

## II. DEFINITIONS

- A. Proposal Documents means the Advertisement for Proposals, the Instructions to Proposers, the Bid Form, the form of Bid Bond, the form of Subcontractor Listing, the form of Corporate Certificate, the form of Partnership Certificate, the form of Entity Certificate, the form of Offer's and Individuals' Affidavit of Non-collusion, the Form of Fixed Price Construction Contract (with exhibits), the form of Performance Bond, the form of Payment Bond, the Wage Rate Determination (if applicable), the Special Conditions, the Plans and Specifications, all other proposed contract documents, and any Addenda issued prior to Bid opening.
- B. Definitions contained in the proposed contract documents shall be applicable to the Proposal Documents.
- C. Addenda are written or graphic instruments issued by the Architect prior to Proposal opening which modify or interpret the Bidding Documents by additions, deletions, clarifications, corrections, or revisions.
- D. A Proposal is a complete and properly executed proposal to do the Work in accordance with the Contract for the sums stipulated in the Proposal supported by data required by the Proposal Documents, submitted in accordance with the Proposal Documents.
- E. The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Proposal Documents as the base to which Work may be added, or from which Work may be deleted, for sums stated in the Alternates, if any.
- F. An Alternate Bid is an amount stated in the Bid to be added to, or deducted from, the amount of the Base Bid if the corresponding change in the Work, as described in the Proposal Documents ("Alternate"), is accepted.
- G. A Unit Price is an amount stated in the Bid as a price per unit of measurement for specified materials, equipment or services or a portion of the Work as described in the Bidding Documents.
- H. A Proposer is a person or entity who submits a Proposal.
- I. A Sub-bidder is a person or entity who submits a bid to a Bidder for materials, equipment, or labor for a portion of the Work.
- J. The Owner for whom the work will be executed is the DeKalb County Board of Education, 1701 Mountain Industrial Boulevard, Stone Mountain, GA 30083.
- K. The Owner has selected as Architect the Architect listed in the Advertisement for Proposals, who has prepared plans and specifications and who will administer the Contract for construction. If the Owner's design professional for the Project is an engineer rather than an architect, then the term "Architect" as used throughout these Instructions to Proposers shall mean "Engineer".

### III. GENERAL 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. **Non-Discrimination**

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

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

#### C. **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.

#### D. **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.

#### E. **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.

#### F. **Insurance**

**A Certificate of Insurance and/or ACORD form is required with solicitation submittal.** Provision of Certificate of Insurance is a mandatory requirement (include with Required Forms). Proposals submitted with certificates of insurance will be considered conditionally responsive to the insurance and indemnification requirement. Final award of this RFP will be contingent upon receipt within five (5) business days of request for insurance documentation complete with the following requirements. In the event the awarded Respondent cannot produce insurance coverage acceptable to the DCSD within the time provided, DCSD reserves the right to award this solicitation to the next highest ranked firm. Please refer to Exhibit "D" of the Contract for required Insurance.

#### G. **Indemnification**

The Contractor shall indemnify and hold the Owner harmless from any and all claims, liability, damages, loss, liens, costs and expenses of every type whatsoever including, without limitation, attorneys' fees and expenses, arising out of or in connection with the Contractor's performance of this Contract and the Work, to the extent

caused by the Contractor, or anyone for whose acts the Contractor is or may be responsible or liable, regardless of whether such liability, claim, damage, loss, cost or expense is caused in part by the Owner. The Contractor shall not indemnify or hold harmless the Owner against claims for damages, losses, or expenses, including attorneys' fees, caused by or resulting from the sole negligence of the Owner, or its officers, agents or employees; provided, however, this indemnification obligation shall not be limited by any limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or its subcontractors, sub-subcontractors, or suppliers under workers' compensation acts, disability benefit acts or other employee benefit acts.

**H. 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 three (3) normal working days of being asked to participate in interviews. There are to be no presentations, individually or collectively, without such invitation.

**I. Contract Terms**

Appendix E is DeKalb County School District's Standard Form of Contract for Fixed Price Construction Services between the DeKalb County Board of Education and the General Contractor; Version 05.2022, 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 these documents must be submitted in writing during the question-and-answer period of the solicitation. All requests must be submitted in writing prior to the close of the final questions.** Request for revisions will be reviewed and approved or rejected by legal and legal rulings are final. If submitted or proposed thereafter, such proposed revisions to the terms or language of these documents shall not be considered by the Owner and the Service Contractor's Proposal shall be rejected. No alterations can be made in the contract after award by the DeKalb County School District.

**J. 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.

**K. 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.

**L. 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 arms-length, and free of any conflict of interest, unfair advantage, or personal benefit to any DCSD official.

**M. 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.

**N. Business License**

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

**O. 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.

**P. 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.

**Q. Conditional Proposals**

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

**R. 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.

**S. 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 contacting 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.

**T. 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.

**U. The Laws of the State of Georgia**

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

**V. Proposal Duration**

Proposals submitted in response to this RFP must be valid for a period of ninety (90) days from proposal submission deadline, as indicated by submission of the Fixed Price Proposal Fee Form.

## IV. INSTRUCTIONS TO PROPOSERS

### 1. INTRODUCTORY:

To be considered, Proposals must be made in accordance with the following instructions and must be received electronically on the DeKalb County School District website at <https://dekalbschoolsga.ionwave.net> not later than the date and time set forth in the "Advertisement for Sealed Proposals – General Contractor" or any extension thereof made by Addendum.

**The Owner reserves the right to reject any or all Proposals and to waive any technicalities and informalities.**

### 2. OWNER:

The Owner for whom the GC Services and the Work will be executed is:

DeKalb County Board of Education  
1701 Mountain Industrial Boulevard  
Stone Mountain, Georgia 30083

### 3. ARCHITECT:

The Architect is:

Goodwin Mills and Cawood, LLC.  
6120 Powers Ferry Rd. NW., Suite 200  
Atlanta, Georgia 30339

### 4. VIRTUAL MANDATORY PRE-PROPOSAL CONFERENCE & SITE VISIT

A **virtual mandatory** Pre-Proposal Conference will be held via Microsoft Teams at **10:00 a.m. EST on Thursday, April 11, 2024**. Prospective bidders must provide the following information by **5:00 PM, EST on Wednesday, April 10, 2024**:

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](mailto:dcsd-op-solicitation@dekalbschoolsga.org). A meeting link will be sent to all those providing the above information no later than **9:30 AM, EST on Thursday, April 11, 2024**.

There will be a **mandatory site visit at 10:00 AM, EST on Friday, April 12, 2024. Attendance is mandatory.**

### 5. PROPOSALS:

Proposals are to be submitted electronically at <http://www.dekalbschoolsga.ionwave.net>.

The following steps must be completed to successfully submit a proposal electronically:

- Respondents are required to register using the IONWAVE portal and obtain a username and

password.

- Respondents will be required to upload all required documents identified under the Response Attachments tab.
- After uploading all required documents, Respondents will need to click "Submit Response" under the Response Submission tab.
- Once all of the required documents have been successfully uploaded, "Submitted" in green will appear next to Response Status.
- Proposal has not been successfully submitted if you see the following message next to Response Status: **NOT SUBMITTED – To complete your response, you must click 'Submit Response' in the Response Submission tab.**

The GC is fully responsible for timely submission. Proposals received after the set specified time will not be considered by the Owner.

## 6. DOCUMENTS:

Proposal Documents may be obtained by bona fide GC firms from the DeKalb County School District website at: <http://www.dekalbschoolsga.ionwave.net>.

Plans and Specifications are available electronically in PDF format and can be emailed to prospective Respondents free of charge by submitting a request to [tijauna\\_naylor\\_smith@dekalbschoolsga.org](mailto:tijauna_naylor_smith@dekalbschoolsga.org).

GC firms shall use complete sets of Proposal Documents in preparing Proposals. The Owner will not be responsible for errors or misinterpretations resulting from the use of incomplete sets of Proposal Documents. The GC firms submitting Proposals are responsible for the review of the Proposal Documents, including without limitation the Owner's Standard Forms and Preliminary Design Information.

In making copies of the Proposal Documents available, the Owner does so only for the purpose of obtaining Proposals for the Project and does not confer a license or grant permission for any other use of the Proposal Documents.

## 7. RFP ADDENDA:

Addenda, if any, will be posted on the DCSD website and it is the responsibility of all Proposers and Subcontractors to check the website for issued addenda. Addenda will also be e-mailed to all who are known by the issuing office to have attended the Pre-Proposal Conference. Copies of Addenda will be made available for inspection wherever Proposal Documents are on file for that purpose. No Addenda will be issued later than 72 hours prior to the time for Proposal opening, except for Addenda withdrawing the Request for Proposals or Addenda which include a postponement of the date through which Proposals may be submitted. Each GC firm shall ascertain prior to submitting a Proposal that the GC firm has received all Addenda issued, if any, and the GC firm shall acknowledge their receipt in the Proposal. Failure of a GC firm to receive or acknowledge any Addendum shall not relieve the GC firm of any obligation under the Proposal. All Addenda shall become part of the Contract Documents.

## 8. SCOPE OF WORK:

Scope will consist of the following:

- Security Vestibule
- Elevator Addition
- Restroom Addition in ADA Classroom

- Athletic Storage Building
- Stage Lift

The Contractor shall supply materials, labor, tools, plant, supplies, equipment, transportation, superintendence, temporary construction of every nature, and other services and facilities necessary to complete the construction of the described facilities, including, but not limited to, incidental work described in the Contract Documents.

## 9. INTERPRETATIONS:

The GC firm shall carefully study and compare the Proposal Documents with each other, and with other work being bid or offered concurrently or presently under construction to the extent that it relates to the GC Services for which the Proposal is submitted, shall examine the site of the Project and the local conditions, and shall at once report to the Owner any errors, inconsistencies or ambiguities in the Proposal Documents. If a GC is in doubt as to the meaning of any part of the Proposal Documents, or otherwise has questions or requires clarification or interpretation of the Proposal Documents, he or she shall request an interpretation from the Owner. Requests for such interpretations shall be made in writing addressed to Mr. Eric Hofstetter, Chief Operating Officer, Sam A. Moss Service Center, 1780 Montreal Road, Tucker, Georgia 30084, not later than six (6) business days prior to the time for receiving Proposals, and failure of the successful GC to request such interpretation shall not relieve him or her as a GC of the obligation to execute the GC Services in accordance with a later interpretation by the Owner, without additional charge to the Owner. Interpretations, corrections, and changes of the Proposal Documents will be made by Addendum. No oral interpretations will be made to GC as to meaning of Proposal Documents. Any purported interpretations, corrections and changes of the Proposal Document made in any manner other than Addendum will not be binding, and GC shall not rely upon them. Any communication, or attempted communication, by a GC or its agents concerning this Request for Proposals by any means or method other than that provided for in this Request for Proposals shall be inappropriate. In the event of such inappropriate communication, or attempted communication, the Owner shall have the right to reject such offending Offeror's Proposal.

## 10. SUBSTITUTIONS

Unless otherwise indicated in the Proposal Documents, the materials, products, and equipment described in the Proposal Documents establish a standard of required function, dimension, appearance, and quality to be met by any proposed substitution.

No substitution will be considered prior to receipt of Proposals unless written request for approval has been received by the Owner no later than **April 17, 2024 by 2:00 PM EST**. All substitution requests shall be sent to [dcasd-op-bidquestion@dekalbschoolsga.org](mailto:dcasd-op-bidquestion@dekalbschoolsga.org). Such requests shall include the name of the specified product, material or equipment, and the specification section or other reference to the Proposal Documents as appropriate. The request shall provide a complete description of the proposed substitution including drawings, performance and test data, and other information necessary for an evaluation. The request for approval shall explain fully the difference, if any, between the proposed product and the one or more named in the specifications, including difference in cost. A statement setting forth changes in other materials, equipment or other portions of the Work including changes in the work of other contracts that incorporation of the proposed substitution would require shall be included in the request. The burden of proof of the merit of the proposed substitution is upon the proposer. The Owner's decision of approval or disapproval of a proposed substitution shall be final.

If the Owner approves a proposed substitution prior to the date for receipt of Proposals, such approval will be set forth in an Addendum. GC firms shall not rely upon approvals made in any other manner. No substitutions will be considered after the Contract award unless specifically provided in the Contract Documents.

**11. WITHDRAWAL OF PROPOSALS:**

Except as may be otherwise expressly provided by law, a GC's Proposal cannot be withdrawn after it has been electronically submitted at <http://www.dekalbschoolsga.ionwave.net>, for a period of ninety (90) calendar days after the date fixed for receiving said Proposals, and all Proposals are subject to acceptance by the Owner during said period, and each Offeror so agrees by submitting a Proposal.

**12. 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, 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.

**13. IRREGULARITIES:**

The Owner, at its sole option, may accept or reject Proposals that contain irregularities of any kind, or Proposals that do not comply fully with the Proposal Documents.

**14. CONTRACT AWARD:**

Subject to the Owner's right to reject any or all Proposals, it is the intent of the Owner to award a contract, at the sole option of the Owner, in due course and after a reasonable Proposal evaluation period, on a fixed price basis and within the funds available, to the responsible and responsive GC whose Proposal is determined to be the most advantageous to the Owner, provided that the Proposal otherwise fulfills the requirements of the Proposal Documents. **The Owner shall have the right to waive informalities or irregularities in a Proposal received and to accept the Proposal that, in the Owner's judgment, is in the Owner's best interest.** Proposals will be evaluated on a combination of factors. These factors, and their relative importance, are:

<b>1. Proposed Project Staff</b>	<b>15 Points</b>
Resumes of key staff assigned to Project	10
Location of Office	2
Organizational Chart as it relates to Project	3
<b>2. Project Approach</b>	<b>20 Points</b>
Knowledge of working on active campuses/codes/ordinances	5
Approach	5
Schedule	5
QA/QC	5
<b>3. Successful Building Experience</b>	<b>15 Points</b>

<b>4. Current Workload</b>	<b>15 Points</b>
<b>5. Proposed Fixed Price</b>	<b>35 Points</b>
	<b>100 Points</b>
<b>*Equitable Distribution</b>	<b>15 Points(maximum)</b>

NOTE: All information identified above in items #1 – 5 is required for this Proposal to be considered.

\*The chart included in Section V. Instructions for Submitting Proposals will be used to award a maximum of 15 points based on dollar amount of projects currently under contract, as well as those awarded by DCSD, but not yet under contract and those recommended but not yet awarded. This single score will be allocated to each firm by the Selection Process Facilitator and added to the cumulative score of the committee members.

Upon approval of the General Contractor (GC) by the DeKalb County Board of Education, the District will issue a Notice of Award (NOA) in writing, to the GC. The selected GC shall submit all required documentation, payment and performance bonds on the exact forms provided by the Owner in the RFP, insurance certifications, executed contract, etc. within five (5) days of NOA issuance. The GC shall submit the Builder’s Risk policy required by the RFP and contract. The Contractual Schedule included in the RFP and in the contract will be reduced by any days that exceed the total of five (5) business days identified in Section 12.0. Notice to Proceed (NTP) with the final executed contract and a revised schedule, if appropriate, shall be issued to the GC upon receipt of all documents.

After evaluation of the Proposals received in response to the RFP, DeKalb County School District **may** interview two or more proposers deemed fully qualified, responsive, responsible, and suitable on the basis of initial responses, and with professional competence to provide the required services. **DCSD is under no obligation to perform interviews for this RFP.**

At the conclusion of the interviews, if they are held, and on the basis of evaluation factors set forth in Section III and the information provided and developed in the selection process to this point, DeKalb County School District Selection Committee shall rank, in the order of preference and begin negotiations with the firm whose proposal is determined to be most advantageous to the Owner. If a contract satisfactory and advantageous to DeKalb County School District cannot be negotiated, then the Owner reserves the right to automatically, without notification, terminate such negotiations and enter into negotiations with the second most qualified firm. Failing accord with the second most qualified firm, DCSD shall terminate negotiations and enter into negotiations with the third most qualified firm. Should DCSD be unable to negotiate a contract at a fair and reasonable price with any of the top three selected firms, the selection committee shall select additional firms in order of their rankings, and DCSD shall continue negotiations until an agreement is reached.

**15. GC’S QUALIFICATIONS:**

The Owner, before Contract award, will require GC to document that they are “responsible” to the satisfaction of the Owner. They will thus be required to show that they have the necessary facilities, technical ability, licenses, and financial resources to execute the Services and the Work in a satisfactory manner, and within the time specified; that they have had experience in the Services and Work of a similar nature; and that they have past history and references which will verify their qualifications for executing the Services and the Work. The Owner shall have the right to make such additional inquiry as it deems necessary to determine the ability of the GC to perform the Services and the Work in a prompt and efficient matter in accordance with the Contract Documents. The failure of a GC to promptly supply information in connection with the Owner’s inquiry shall be grounds for a determination that such GC is not responsive, not responsible, or both. In determining the qualifications and responsibility of the GC, the Owner may take into consideration any and all relevant facts and circumstances available to it including, but not limited to, the GC’s experience, capacity, facilities, previous work standing with DCSD, financial standing, skill, available supervisory personnel,

available labor, current volume of work being performed for DCSD at the time of this procurement process, quality and efficiency of construction plant and equipment proposed to be utilized on the Project. The Owner shall have the right to reject the Proposal of any GC failing to show to the satisfaction of the Owner the GC could perform the Services and the Work in a prompt and efficient manner in accordance with the Contract Documents. GCs 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 GCs 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 successful GC will also be required to submit appropriate entity and authority certificates acceptable to Owner as a part of this RFP.

**16. OWNER'S CONSTRUCTION MANAGEMENT CONTRACT FORM:**

Included and made a part of this RFP is the Owner's Standard Form of Fixed Price Construction Contract (the "Agreement" or the "Contract"). GCs are responsible for the review of this document in the preparation of their Proposals. The successful GC shall comply with all insurance requirements set forth in the Agreement and any other Contract Documents, and the GC's attention is directed to the insurance exhibit to the Agreement. These insurance requirements shall be considered in the preparation of the GC's Proposal.

**17. COMMENCEMENT, PROSECUTION, AND COMPLETION:**

The GC will be required to commence its services under the Owner's form of Agreement immediately after its receipt of a written Notice-to-Proceed from the Owner and to prosecute the effort with competence, faithfulness and energy.

**18. BID BOND:**

The GC's Proposal shall be accompanied by a Bid Bond in the exact form set forth herein. The Bid Bond shall be in an amount not less than 5% of the Fixed Price Proposal. **The amount stated in the Bid Bond shall be included as an exact dollar figure written in numeric and word form. Failure to do so shall result in your proposal being deemed non-responsive. A Bid Bond submitted using an AIA document is unacceptable and shall result in your proposal being deemed non-responsive.** The attorney-in-fact who executes the Bid Bond on behalf of the surety shall affix to the Bid Bond a certified and current power of attorney. The surety must be satisfactory to the Owner and must be licensed to do business in Georgia as approved by the State Insurance Commissioner's Office. No other form of bid security will be accepted. The Owner shall have the right to retain the Bid Bond of all GCs until either (a) the Agreement has been executed and a satisfactory Payment Bond and Performance Bond have been furnished, or (b) ninety (90) days after Proposal opening, or (c) all Proposals have been rejected. Except as otherwise expressly allowed by law, no Proposal may be withdrawn for a period of ninety (90) days following the closing time and date for receipt of Proposals, and all Proposals are subject to acceptance by the Owner during said period, and each GC so agrees by submitting a Proposal.

**19. AFFIDAVIT:**

As a part of the response to this RFP, the GC shall submit with its proposal an affidavit in the form of the Offeror's and Individuals' Affidavit of Non-collusion included in the Proposal Documents as Attachment D. If the proposing GC is a partnership, all of the partners and any officer, agent, or other person who intend to represent or act for them in proposing for or procuring the Contract for the Project shall also sign the affidavit. If the proposing GC is a corporation or other entity, all officers, agents, or other persons who intend to act for or represent the corporation or other entity in proposing for or procuring the Contract for the Project shall also

sign the affidavit.

The Subcontractor's Affidavit of Non-collusion is included with the Proposal Documents as Appendix F. Not later than simultaneously with the execution of the Contract, the successful Offeror shall deliver to the Owner the completed and executed Subcontractor's Affidavit of Non-collusion in accordance with O.C.G.A. § 36-91-21(e). The GC awarded the contract shall require every Subcontractor from whom the GC received a bid or proposal to complete and sign the Subcontractor's Affidavit of Non-collusion.

**20. CONFLICT OF INTEREST:**

If any officer, director, or agent of the GC is also an employee of the DeKalb County Board of Education, then the GC shall clearly identify it in your Proposal including the name of the individual(s) and the position he or she holds in the organization. Further, the GC shall disclose the name(s) of any DeKalb County Board of Education employee(s) who owns, directly or indirectly, any interest in your organization or any of its affiliates, excluding stock in a publicly traded organization if such person owns an interest of ten percent (10%) or less. The GC shall complete and have notarized a Conflict of Interest Form and include it in the Proposal.

**21. EXISTING CONDITIONS:**

The GC is responsible to visit, examine and inspect the site of the proposed Project, obtain first-hand knowledge of existing conditions, the conformation of the ground, the character, quality and quantity of the products needed preliminary to and during the prosecution of the Work, the general and local conditions and all other matters which can in any way affect the Services or the Work to be done under the Agreement, and become thoroughly familiar with all conditions under which the Work is to be performed and correlate all the GC's observations and any other facts or conditions that are known to or reasonably knowable by the GC with the requirements of the Proposal Documents, including the proposed Contract Documents.

**22. SUBSURFACE INVESTIGATIONS:**

If soil and subsurface investigations were conducted at the site of the proposed Project, a copy of the report is included in this RFP as an Appendix. Such information is provided for the purpose of disclosure only, and shall not relieve the GC from its obligation to investigate the soil and subsurface conditions. The Owner does not guarantee the accuracy or completeness of the data and shall not be responsible therefore. The GC shall not rely on such subsurface information and shall make its own investigation of subsurface conditions. The Owner will not be responsible in any way for additional compensation because of the reliance on or assumptions based on the soil investigation data furnished with the Proposal Documents.

**23. CONSENT TO RELEASE INFORMATION:**

By submitting a Proposal, the GC (and in the case of a joint venture, each partner in the joint venture) authorizes the Owner, and the Owner's agents, attorneys and other representatives, to contact each and every reference, person or entity identified in the Proposal. The GC (and in the case of a joint venture, each partner in the joint venture) agrees that any information concerning the GC (and in the case of a joint venture, each partner in the joint venture) in possession of any identified reference, person or entity may be fully disclosed, and made available, to the Owner and its agents, attorneys and other representatives. The enclosed Consent to Release Information must be executed by the GC (and in the case of a joint venture, by each partner in the joint venture) and submitted to the Owner with the Proposal.

**24. PERFORMANCE AND PAYMENT BONDS:**

Performance and Payment Bonds from a surety satisfactory to DCSD must be furnished by the awarded GC in an amount not less than 100 percent (100%) of the contract price if the contract price is **\$100,000 or more**.

1. **Bonding Capacity/Current Workload:** The GC must submit a letter from their insurer or surety stating their (a.) current bonding capacity for a single job and their (b.) aggregate capacity, (c.) current value of work under contract and (d.) current value of bonded work. **Failure to do so shall result in your proposal being deemed non-responsive.**

**25. COMMUNICATIONS WITH DCSD STAFF:**

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](mailto:dcsd-op-bidquestion@dekalbschoolsga.org). **Questions submitted to any other email address will not be considered.** The deadline for receipt of vendor questions is **Wednesday April 17, 2024, 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, April 24, 2024 at 2:00 p.m.**

No response other than written, by the Procurement Manager, will be binding upon DCSD.

The assigned contact persons for this RFP are Belinda Quillet, Senior Procurement Manager and Tijauna Naylor Smith, Procurement Manager, for the Operations Division. Mrs. Quillet can be reached at (678) 676-1373 or by email at [dcsd-op-bidquestion@dekalbschoolsga.org](mailto:dcsd-op-bidquestion@dekalbschoolsga.org). Mrs. Tijauna Naylor-Smith can be reached at 678-676-1313 or by email at [tijauna\\_naylor\\_smith@dekalbschoolsga.org](mailto:tijauna_naylor_smith@dekalbschoolsga.org). Prospective Respondents must limit their contact regarding this RFP to the assigned contact persons.

Except with the consent of the proposal contact person, all proposers, including any persons affiliated with or in any way related to proposers, are strictly prohibited for contacting DeKalb County School District on any matter having to do in any respect 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, for 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. Any violation of this restriction may result in the rejection of the proposal response.

**Except as expressly provided in, or permitted by, the Proposal Documents, from the date of issuance of the RFP until final Board 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 Board or Architect. Any violation of this restriction may result in the rejection of the Contractor's Proposal.**

## V.

### INSTRUCTIONS FOR SUBMITTING PROPOSALS

#### A. SUBMISSION OF PROPOSALS:

Electronic proposals shall be submitted to the website <https://dekalbschoolsga.ionwave.net> and include the following:

- 1) Letter of Introduction - To be included with Technical Proposal under "Response Attachments".
- 2) Table of Contents - To be included with Technical Proposal under "Response Attachments".
- 3) Compliance - To be included with Technical Proposal under "Response Attachments".
- 4) Proposed Project Staff - To be included with Technical Proposal under "Response Attachments".
- 5) Project Approach - To be included with Technical Proposal under "Response Attachments".
- 6) Experience - To be included with Technical Proposal under "Response Attachments".
- 7) Current Workload - To be included with Technical Proposal under "Response Attachments".
- 8) Fixed Price Proposal - To be uploaded individually under "Response Attachments".

#### B. The Offeror's sealed proposal shall be submitted in the following order and format:

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

#### 2. **Table of Contents**

#### 3. **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:

- 3.1 The GC must be properly certified by the Georgia Secretary of State to do business in Georgia at the time of submission.
  - 3.1.1 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.
  - 3.1.2 Provide a copy of certification for proper incorporation or registration from Georgia Secretary of State. 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.

**3.2** The GC must be properly registered, licensed, and certified at the time of submission:

- 3.2.1** Provide copy of current Georgia Professional Registration Certificate for general contractor.
- 3.2.2** If GC is a joint venture, provide copy of the joint venture agreement and either:
  - a.** Copy of current Georgia Professional Registration Certificate of the joint venture; or
  - b.** A copy of the current Georgia Professional Registration Certificate of one of the joint venture partners.

**3.3 Financial Information (Y/N):**

- 3.3.1** 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.
- 3.3.2 **Bonding Capacity:**** The GC must submit a letter from their insurer or surety stating their current bonding capacity for a single job and their aggregate capacity, current value of work under contract and current value of bonded work. (The firm will be required to bond 100% of the cost of the Project).
- 3.3.3 **Compliance Letter:**** Provide a compliance letter from a bonding company indicating the bonding company's A.M. Best financial rating and whether the bonding company will provide separate Payment and Performance Bonds, each in the amount of 100% of the Contract Price, on the exact forms provided by the Owner for your services as GC. **Upon award, GC must submit Payment and Performance Bonds on the exact forms provided by the Owner.**

**3.4. Litigation/Capacity/Convictions Information (Y/N):**

- 3.4.1** 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.
- 3.4.2 **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(s).

- 3.4.3 Convictions:** Include a statement as to whether or not the GC (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.**

#### **EVALUATION CRITERIA**

**4. Proposed Project Staff (15 points):**

The quality, experience and quantity of staff and their functions will be evaluated by the Committee.

The firm shall name the actual key personnel 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. It is the intent that the proposed staff shall be assigned to this Project unless otherwise approved by Owner. All proposed key staff members must be present at the time of interview unless prior written approval is received from the Owner.

- 4.1** Give brief resumes of key personnel (project manager, superintendent, and controls specialist at a minimum) to be assigned to the Project including, but not limited to, the following:
- a.** Name and title.
  - b.** Job assignment for other projects.
  - c.** How many years with this firm. For sub-consultants, list prior projects your firm has worked with sub-consultant.
  - d.** How many years with other firms.
  - e.** Experience including types of projects, size of projects (dollar value and square footage of project), and specific project involvement.
  - f.** Education.
  - g.** Active registrations (if any).
  - h.** Proliance experience (if any).
- 4.2** Provide the location of the office(s) that will be providing the required services.
- 4.3** Organization Chart: Develop an organization chart as it relates to **this Project** indicating key personnel and their relationship.
- 5. Project Approach (20 points):**
- 5.1** The firm shall provide information regarding its knowledge of working on active school campuses, local codes and ordinances, local subcontractors and suppliers as an indication of its ability to deliver quality workmanship in an effective and timely manner.
- 5.2** The firm shall demonstrate verbally and graphically its plan for performing the Project, documenting the services to be provided and showing the interrelationships of all parties, including the District's consultants, departments (IT, FF&E, Transportation, Nutrition, etc.) local authorities, architects, and Program Manager, to name a few. As part of its services, the firm shall indicate knowledge and experience in the evaluation of building systems, construction techniques, and the recommendation of materials to create the optimum value in meeting the design and budget requirements.

**5.3** Schedule: The Project Master Schedule has been included in this RFP identifying the start and finish dates for construction. Use the dates shown and develop a Preliminary Schedule that you plan on using to construct this project.

**5.4** QA/QC: Describe your experience and technical expertise your firm will employ with regard to safety, cost and quality assurance and quality control.

**6. Successful Building Experience (15 points)**

Please list past experience, including examples of renovations, refurbishments, repairs and new construction projects completed by the firm. Consideration will be given to the successful completion of previous projects comparable in design, scope and complexity. This will include evaluating the firm's performance and quality of work on previous projects.

List the projects which best illustrate the experience of the firm which utilized the current staff which is being assigned to this Project. (List no more than 10 projects and do not list projects which were not completed by your firm or completed more than ten years ago). Include the following for each project:

- a. Name and location of the project.
- b. Project owner's representative name, address, telephone and facsimile number.
- c. Project user's representative name, address and telephone number.
- d. Date project was completed. Provide comparison of original schedule completion to actual completion date.
- e. Size of project (construction gross square feet).
- f. Cost of project (construction cost). Provide comparison of original contract amount with final contract amount
- g. Work for which firm and firm's staff was responsible.
- h. Firm's project manager, superintendent, and other key professionals involved on the project and who of that staff would be assigned to the Project covered by this RFP.

**7. Current Workload (15 points)**

**7.1** As part of the evaluation criteria, the Committee will review the firms and their sub-consultant's current workload. If the submitting firm is a joint venture, the Committee will review the current workload of each of the firms comprising the submitting entity.

**7.2** Firms and their sub-consultant(s) shall provide a list of projects in construction or closeout, client names, percent complete on the project, anticipated completion date, and dollars committed on open project workload. Furthermore, if the submitting firm is a joint venture they shall also include projects for each firm comprising the joint venture.

**7.3** Definition of sub-consultant as it relates to this selection process: An individual and/or firm contracted or to be contracted by the submitting entity to provide services related to or part of those which this will be required as part of this selection process.

**8. Proposed Fixed Price (35 points) (Use Owner's "Bid Form" included in this Request for Proposal.)**

**8.1** Indicate your proposed Fixed Price for the Services and Work as required by the Proposal Documents and the Owner's Agreement. Provide this Fixed Price on the "Bid Form" attached to this RFP.

- a. Indicate any breakdown of the proposed Fixed Price required by the attached "Bid Form."

- b. Indicate any alternates to the proposed Fixed Price required by the attached “Bid Form.”
- c. Acknowledge receipt of addendum, if any.
- d. All blanks shall be filled in, and shall be filled in by typewriter or manually and legibly in ink. Where so indicated on the Owner’s forms, amounts and sums shall be expressed in both words and numerals, and in case of a discrepancy between the two, the amount of sum written in words shall govern. Interlineations, alterations and erasures must be initialed by the signer of the Proposal.

8.2 The “Bid Form” provided by the District provides a space at the bottom of the first page for Contractors to add or deduct from their Base Bid at any time up to the official submittal date and time. This space is identified as “Voluntary Deduct/ Add to the Base Bid.” The deduct/add amount cannot exceed 25% of the Base Bid; if it does, the Bidder will be disqualified from the procurement.

**9. Equitable Distribution (Maximum 15 points):**

9.1 In an effort to consider the equitable distribution of work, the Selection Process Facilitator shall evaluate data showing dollar amounts of contracts and projects awarded by DCSD to the submitting firm(s). The dollar amount of projects awarded will reflect the estimated construction value listed on the RFP awarded to each firm. The projects taken into account in the calculation will be those awarded by DCSD within two years from this RFP bid opening. For those projects already under contract, the awarded amount will be replaced by the GMP and/or Bid amount(s) contracted, not including change orders. For projects recommended but not yet awarded, the contract value will reflect the estimated fee based on the budget listed within the RFP for which the firm was selected. In the case of submittals received by joint ventures, the projects awarded to each of the firms comprising the joint venture will be included in the calculation of the projects awarded by DCSD. Furthermore, this calculation will include all projects awarded to the submitting firm, either as a joint venture or as a separate entity, whereby the submitting firm(s) was one of the entities included in the award and/or contract.

9.2 The chart below will be used to award a maximum of 15 points based on dollar amount of projects currently under contract, as well as those awarded by DCSD, but not yet under contract and those recommended but not yet awarded. This single score will be allocated to each firm by the Selection Process Facilitator and added to the cumulative score the committee members.

<b>Contract Value Awarded/ Recommended by DCSD</b>	<b>Point Value</b>
0 to \$5,000,000	15 points
\$5,000,001 to \$10,000,000	13 points
\$10,000,001 to \$20,000,000	11 points
\$20,000,001 to \$30,000,000	9 points
\$30,000,001 to \$50,000,000	7 points
Greater than \$50,000,000	0 points

**THE INFORMATION FOR THE FOLLOWING TWO SECTIONS IS NOT TO BE INCLUDED WITH THE TECHNICAL PROPOSAL.**

## C. INTERVIEWS AND PRESENTATION

After evaluation of the Proposals received in response to the RFP, DeKalb County School District **may** interview two or more proposers deemed fully qualified, responsive, responsible and suitable on the basis of initial responses, and with professional competence to provide the required services.

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

### 1. Overall Approach, Methodology and Knowledge of the Site (35 points)

- 1.1. The firm shall provide information regarding its knowledge of working on active school campuses, local codes and ordinances as an indication of its ability to deliver quality workmanship in an effective and timely manner.
- 1.2. The firm shall demonstrate verbally and its plan for performing the services outlined in the RFP, documenting the services to be provided and showing the interrelationship of all parties.

### 2. Project Team (10 points)

- 2.1. The firm shall express the general and specific project related experience and capability of in-house staff and sub-consultants and their functions as it relates to the project.
- 2.2. The firm shall develop an organization chart as it relates to the Project indicating key personnel and their relationship. **It shall be understood that it is the intent of the District to insist that the staff presented at the time of the interview as those key personnel indicated as the project team in the RFP actually executes the Project.**

### 3. Project Scheduling (25 points)

As part of the project approach, the firm shall propose a schedule for effectively managing and executing the work in the optimum time. Provide a schedule and describe any major milestones for achieving the schedule and any other recommendations that may directly impact the schedule.

### 4. Cost Control/Value Engineering (25 points)

- 4.1. Describe how you develop cost estimates, and how they are updated, providing specific examples of successful recommendations implemented and cost containment strategies utilized to maintain project budgets without sacrificing quality.
- 4.2. The firm shall provide a comparison of any representative current projects demonstrating their ability to hold to original budgets.
- 4.3. The firm shall provide suggestions for potential savings to the project that will maintain the design intent and still maintain exceptional quality.

**5. References (5 points)**

The GC must demonstrate a positive relationship with prior clients on similar projects.

- 5.1. The GC shall submit written recommendations from previous owners and discuss their strategy to provide a positive working relationship with DCSD. This strategy must include actual examples of how the GC has demonstrated their cooperation with other Owners. DCSD reserves the option of contacting any of the references provided to confirm information provided.
- 5.2. If applicable, DCSD staff will provide input on a firm's past work performance, this information includes but is not limited to the number of warranty requests and responsiveness, contract and process compliance, and information from the DCSD contractor evaluation process if available.

## **VI.**

### **QUALIFICATIONS FOR SELECTION AND THE SELECTION PROCESS**

#### **A. QUALIFICATIONS FOR SELECTION OF GENERAL CONTRACTOR**

The evaluation of the Proposals will be based upon consideration of the demonstrated qualifications and capabilities of the GC 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.

#### **B. SELECTION PROCESS**

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 GC whose Proposal is determined to be the most advantageous to the Owner will be selected to perform the GC Services and Work for the Clarkston High School Capital Improvements project. The evaluation factors that will be employed, and their relative importance, are identified at Part IV, Section 14, above.

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

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

## VII. 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, for proposals worth \$100,000 or more may challenge the solicitation process, and whereby bidders/Offerors on sealed competitive bids directly related to Facilities Management for proposals worth \$100,000 or more, may challenge contract awards.

1. **Protests.** A bidder may file a written protest challenging DCSD’s compliance with applicable procurement procedures subject to the bidder’s compliance with the provisions outlined below. Any such written protest will be resolved in accordance with these provisions.
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 Design and Construction Department. The protest may be sent by any of the following means:

**MAIL: Attention:**                    **Mr. Erick Hofstetter**  
   **Chief Operating Officer**  
   **DeKalb County School District**  
   **Sam A. Moss Service Center**  
   **1780 Montreal Road**  
   **Tucker, Georgia 30084**

**EMAIL:**                                    [dcsd-op-solicitation@dekalbschoolsga.org](mailto:dcsd-op-solicitation@dekalbschoolsga.org)

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

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

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

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

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

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

**(END OF RFP – SEE APPENDICES AND ATTACHMENTS)**

## **ATTACHMENT A: GENERAL CONTRACTOR CHECKLIST AND CERTIFICATION**

The undersigned, hereby acknowledges having received **Request for Proposal (RFP) No. 24-752-022 for Project No. 213-35; GC Services for Clarkston High School Capital Improvements** containing a full set of documents:

### **Owner's Project Specific Information**

Appendix A	Owner's Preliminary Program Narrative (2 pages)
Appendix B	Special Conditions (5 pages)
Appendix C	Master Project Schedule (1 page)
Appendix D	DeKalb County School District 2024-2025 Calendar (2 pages)
Appendix E	Fixed Price Construction Contract (44 pages)
Appendix F	Subcontractor Affidavit of Non-collusion (1 page)
Appendix G	Performance Bond (3 pages)
Appendix H	Payment Bond (4 pages)
Appendix I	Affidavit for Payment (2 pages)

**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.**

<b>Owner's Standard Forms:</b>		<b>Include with Proposal</b>	<b>Check Box to Confirm Inclusion</b>
Attachment A	Contractor's RFP Checklist (2 pages)	YES	<input type="checkbox"/>
Attachment B1	Corporate Certificate (1 page)	B1 or B2 or B3 as applicable	<input type="checkbox"/>
Attachment B2	Partnership Certificate (1 page)		<input type="checkbox"/>
Attachment B3	Entity Certificate (1 page)		<input type="checkbox"/>
Attachment C	Subcontractor Listing (1 page)	YES	<input type="checkbox"/>
Attachment D	Offeror's and Individuals' Affidavit of Non-collusion (2 pages)	YES	<input type="checkbox"/>
Attachment E	Conflict of Interest Disclosure Form (2 pages)	YES	<input type="checkbox"/>
Attachment F	Form of Consent to Release Information (1 page)	YES	<input type="checkbox"/>
Attachment G	Vendor References Form (1 page)	YES	<input type="checkbox"/>
Attachment H	Bid Bond (1 page)	YES	<input type="checkbox"/>
Attachment I	Fixed Price for Construction 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	

(CONTINUED ON NEXT PAGE)

<b>Other Requirements:</b>	<b>Include with Proposal</b>	<b>Check Box to Confirm Inclusion</b>
Sample Certificate of Insurance, per General Conditions Item F.	YES	<input type="checkbox"/>
Copy of Business and GC License, per General Conditions Item N.	YES	<input type="checkbox"/>
Acknowledgement of ALL addenda (if any) below.	YES	<input type="checkbox"/>

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

Further, the undersigned, being duly sworn, states on oath that no disclosures of ownership have been withheld from the Board, that the information provided herein is current, and General Contractor and its officers and employees have not entered into any agreement with any other General Contractor or prospective General Contractor 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 General 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 D: OFFEROR'S and INDIVIDUALS' AFFIDAVIT OF NON-COLLUSION**

*(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 Project No. 213-35 for GC Services for Clarkston High School Capital Improvements  
(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 G: VENDOR REFERENCE FORM

**VENDOR REFERENCES FOR:** \_\_\_\_\_

*Insert Company Name*

References must be completed by ALL Vendors. It is the vendor's responsibility to provide COMPLETE and ACCURATE reference information on the form below; completing ALL fields. Failure to do so can result in DCSD being unable to verify vendor's past work, which may affect DCSD's determination that the vendor is responsive and responsible. DCSD reserves the right to consider past experience with vendor.

1. \_\_\_\_\_  
Company

\_\_\_\_\_  
Address, City, State, Zip Code

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Name of Contact Person

\_\_\_\_\_  
E-Mail Address

2. \_\_\_\_\_  
Company

\_\_\_\_\_  
Address, City, State, Zip Code

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Name of Contact Person

\_\_\_\_\_  
E-Mail Address

3. \_\_\_\_\_  
Company

\_\_\_\_\_  
Address, City, State, Zip Code

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Name of Contact Person

\_\_\_\_\_  
E-Mail Address

## ATTACHMENT H: BID BOND

---

KNOW ALL PERSONS BY THESE PRESENTS, that we, \_\_\_\_\_,  
*[insert proper name of Surety]*  
a corporation duly organized and existing under the laws of the State of \_\_\_\_\_,  
as surety ("Surety"), and \_\_\_\_\_  
*[Insert proper name and address of Bidder]*  
as principal ("Bidder"), enter into, execute this bond ("Bid Bond"), and firmly bind ourselves,  
our heirs, administrators, executors and successors, jointly and severally, in favor of the  
DeKalb County Board of Education, as obligee ("Owner"), in the penal sum of:  
\_\_\_\_\_  
*[Insert penal sum, written in words and in numerals, which shall equal 5% of the Base Bid]*  
dollars (\$ \_\_\_\_\_),  
as of the \_\_\_\_ day of \_\_\_\_\_ 20\_\_.

WHEREAS, the Bidder has submitted a bid for construction of the DCSD Project No. 213-35, GC Services for Clarkston High School Capital Improvements (RFP No. 24-752-022) Project in DeKalb County, Georgia; and

WHEREAS, the Owner has required the Bidder to furnish this Bid Bond containing the terms and conditions set forth herein as a condition to submission of the bid;

NOW THEREFORE, the Surety and the Bidder, for themselves, their heirs, administrators, executors and successors, both joint and severally, agree that if the Owner accepts the bid of the Bidder and within ninety (90) days of the bid opening delivers to the Bidder a Notice of Award, and the Bidder, within ten (10) calendar days after receipt of such Notice of Award, has not executed a contract with the Owner in accordance with the terms of such bid and furnished such bonds as are specified in the bidding documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and materials furnished in the prosecution thereof, then the Surety and the Bidder shall pay to the Owner the full penal sum hereof as liquidated damages and not as a penalty.

SIGNED AND SEALED this \_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_.

BIDDER

SURETY

\_\_\_\_\_  
*[Typed Name]* [SEAL]

\_\_\_\_\_  
*[Typed Name]* [SEAL]

BY: \_\_\_\_\_  
*[Signature]*

BY: \_\_\_\_\_  
*[Signature]*

\_\_\_\_\_  
*[Printed Name, Title and Address]*

\_\_\_\_\_  
*[Printed Name, Title and Address]*

## ATTACHMENT I: General Contractor Fixed Price Proposal

---

### BID FORM

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

**The “Bid Form” provided by the District provides a space in section B below for Contractors to add or deduct from their Base Bid at any time up to the official submittal date and time. This space is identified as “Voluntary Deduct/ Add to the Base Bid.” The deduct/add amount cannot exceed 25% of the Base Bid; if it does, the Bidder will be disqualified from the procurement.**

**No changes to the “Bid Form” are permitted. Any changes to the “Bid Form” can result in the bidder being disqualified from the procurement.**

In compliance with the Request for Sealed Proposals, the undersigned Contractor,

\_\_\_\_\_  
*[legal name of Contractor]*

\_\_\_\_\_

\_\_\_\_\_  
*[address of Contractor]*

\_\_\_\_\_  
*[telephone number of Contractor]*

having carefully examined the proposed Standard Form of Fixed Price Construction Contract (the “Agreement” or the “Contract”) and the Owner’s other Proposal Documents included or referenced in the Request for Proposals, any Addenda thereto, for DCSD Project No. 213-35 GC Services for Clarkston High School Capital Improvements (RFP No. 24-752-022), proposes and agrees, if this proposal is accepted, to enter into the Agreement with the Owner and to perform the Work including all services, supervision, labor, coordination, equipment and material in conformance with the Contract Documents, in the time and for the Contract Price set forth below, and submits the following proposed Fixed Price, schedule and other matters set forth below:

a. The proposed Fixed Price amount to insert in as the Contract Price in Section 6.1 of the Agreement:

1. General Conditions	\$ _____
2. Site Work	\$ _____
3. Concrete	\$ _____
4. Masonry	\$ _____
5. Metals	\$ _____
6. Carpentry	\$ _____
7. Thermal and Moisture Protection	\$ _____
8. Doors and Windows	\$ _____
9. Finishes and Accessories	\$ _____

10. Specialties	\$
11. Equipment	\$
12. Furnishings	\$
13. Special Construction	\$
14. Conveying Systems	\$
15. Mechanical	\$
16. Electrical	\$
<b>Total Base Bid</b>	<b>\$</b>

\_\_\_\_\_ dollars  
**Total Base Bid written in words**

b. Voluntary Deduct/Add to Base Bid

\_\_\_\_\_ dollars

(written in words)  
(\$ \_\_\_\_\_), shall be added / deducted (**circle which one**) from the Base Bid.

c. **Alternates to your Base Bid**

**None**

d. **Unit Prices and Allowances:** The undersigned Contractor further agrees to the following unit prices. The unit prices are amounts to be used for work that will be added to or deleted from the Contract by Change Order in the event such additional work may be required. The quantities shown (in parenthesis) on the following schedule shall be in the Base Bid as an Allowance at the rates that the Contractor proposes.

Unit prices are complete for labor, equipment, material, the hauling in of needed material and the hauling off and disposal of excess and unsuitable material, installation, applicable taxes, overhead and profit and all other incidental costs. Units will be measured in place. OWNER reserves the right to accept or reject these unit prices or require the Work to be performed on a time and material basis with complete daily breakdowns and logs submitted.

**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 ninety (90) calendar days after the date and time fixed for receiving said Proposals.

The person signing this bid form must be legally authorized to bind the company.

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, utilize this page of this proposal form for signatures.]**

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 Non-collusion and the Subcontractor's Affidavit of Non-collusion 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 (the "Offeror") shall at all times comply with the Georgia Security and Immigration Compliance Act, as amended, O.C.G.A. § 13-10-90 et. seq.

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

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

**or**

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

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

4) \_\_\_\_\_ (***Initial here***) Offeror agrees that, if Offeror employs or contracts with any subcontractor in connection with the covered contract under the Act and DOL Rules 300-10-1-.01, et seq that Offeror will secure from each sub-contractor at the time of the contract the sub-contractor's name and address, the employee-number applicable to the sub-

contractor, the date the authorization to use the federal work authorization program was granted to sub-contractor; the subcontractor's attestation of the subcontractor's compliance with the Act and Georgia Department of Labor Rule 300-10-1-.01, et seq.; and the subcontractor's agreement not to contract with sub-subcontractors unless the sub-subcontractor is registered, authorized to use, and uses the federal work authorization program; and provides subcontractor with all affidavits required by the Act and the rules and regulations issued by the Georgia Department of Labor as set forth at Rule 300-10-1-.01 et. seq.

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

_____ 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: \_\_\_\_\_

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## ATTACHMENT K: NO SUBMITTAL RESPONSE FORM

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RFP Number: 24-752-022  
Title: GC Services for Clarkston High School Capital Improvements

Project No.: 213-35

If your company will not be submitting a proposal in response to this Request for Proposal, please complete this form and return or fax, 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**  
**1780 Montreal Road**  
**Tucker, Georgia 30084-6705**  
**Email: [belinda\\_quillet@dekalbschoolsga.org](mailto: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: \_\_\_\_\_

\_\_\_\_\_

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