



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

Request for Proposals (RFP) No. 25-752-004

For

CAPITAL IMPROVEMENT PROGRAM PLANNING AND MANAGEMENT SERVICES

Owner: DeKalb County Board of Education (the “Board”)
 Sam A. Moss Service Center
 1780 Montreal Road
 Tucker, GA 30084-6705

Solicitation Timeline Summary (dates are subject to change)

EVENT	DATE(S)	TIME	LOCATION
Solicitation Opens	October 31, 2024		http://www.dekalbschoolsga.lonwave.net
Virtual Mandatory Pre-Proposal Conference	November 14, 2024	10:00 AM	Via Microsoft Teams (registration required)
Site Visits	Not Applicable	N/A	Not Applicable
Final Questions Due	November 21, 2024	2:00 PM	http://www.dekalbschoolsga.lonwave.net
Final Addendum	December 3, 2024	2:00 PM	http://www.dekalbschoolsga.lonwave.net
Proposal Due Date & Time	December 10, 2024	2:00 PM	http://www.dekalbschoolsga.lonwave.net
Public Acknowledgement	December 12, 2024		Public Acknowledgement of RFP will be posted on http://www.dekalbschoolsga.lonwave.net
Selection Committee Evaluation	December 11 – 13, 2024		
Interviews	December 20, 2024		
Anticipated Board Review and Approval	January 13, 2025		
Anticipated Notice of Award	January 20, 2025		
Anticipated Notice to Proceed	February 2025		

TABLE OF CONTENTS

I.	Advertisement for Sealed Proposals.....	4
II.	Definition of Terms.....	5
III.	Background.....	6
IV.	Purpose	6
V.	Communications with DCSD Staff	6
VI.	Prohibited Contacts.	7
VII.	Questions and Answers.....	7
VIII.	General Terms and Conditions.....	7
	A. Respondent Performance.....	7
	B. Addendums	7
	C. Non-Discrimination	7
	D. Drug-Free Workplace	8
	E. Smoke-Free Workplace.....	8
	F. Cost Incurred	8
	G. Insurance Requirements.....	8-9
	H. Indemnification	9
	I. Illegal Immigration Reform and Enforcement Act of 2011	9
	J. Interviews	9
	K. Background Checks	9
	L. Term of Contract.....	10
	M. Cancellations	10
	N. Contract.....	10
	O. Permits and Applicable Law	10
	P. Suspension and Debarment.....	10
	Q. Non-Collusion	11
	R. Conflict of Interest.....	11
	S. Confidentiality and Non-Disclosure.....	11
	T. Business License.....	11
	U. Rights Reserved	11
	V. Taxes.....	12
	W. Respondent Failure	12
	X. Georgia Open Records Act.....	12
	Y. No Assignment of Award	12
	Z. The Laws of State of Georgia	12
IX.	Scope of Services.....	12-17
X.	Proposal Submission Requirements.....	18-23
XI.	Interviews.....	23-25
XII.	Qualifications for Selection and Selection Process.....	26
XIII.	Protest Procedures	26-28

Owner's Standard Forms:

- Attachment A: Checklist and Certification (2 pages)
- Attachment B1: Corporate Certificate (1 page)
- Attachment B2: Partnership Certificates (1 page)
- Attachment B3: Entity Certificate (1 page)
- Attachment C: Subcontractor Listing (1 page)
- Attachment D: Offeror's and Individuals' Affidavit of NonCollusion (2 pages)
- Attachment E: Conflict of Interest Disclosure Form (2 pages)
- Attachment F: Consent to Release Information Form (1 page)
- Attachment G: Not Applicable
- Attachment H: Suspension and Debarment Certification (1 page)
- Attachment I: Program Manager Price Proposal Form (4 pages)
- Attachment J: Immigration and Security Certification (2 pages)
- Attachment K: No Submittal Response Form (1 page)

Owner's Appendices:

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

Owner's Exhibits:

- Exhibit A: Program Management Services Evaluation Form (1 page)

I.

**ADVERTISEMENT FOR SEALED PROPOSALS
PROGRAM MANAGEMENT SERVICES**

Proposals will be received electronically on the DeKalb County School District (“Owner”) website at <https://dekalbschoolsga.ionwave.net> until **2:00 p.m. local time on Tuesday, December 10, 2024** for **RFP No. 25-752-004, Capital Improvement Program Planning and Management Services**. The Owner shall not consider late proposals.

SCOPE OF SERVICES

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

Request for Proposal (“RFP”) documents will be available **Thursday, October 31, 2024**, and may be obtained from the DeKalb County Board of Education website at <https://dekalbschoolsga.ionwave.net>.

VIRTUAL MANDATORY PRE-PROPOSAL CONFERENCE

A **virtual mandatory** Pre-Proposal Conference will be held via Microsoft Teams at **10:00 a.m. local time on Thursday, November 14, 2024**. Prospective bidders must provide the following information by **5:00 PM, EST on Wednesday, November 13, 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. A meeting link will be sent to all those providing the above information no later than **9:30 AM, EST on Thursday, November 14, 2024**.

SCHEDULE FOR SELECTION (dates are subject to change)

Virtual Mandatory Pre-Proposal Conference*	November 14, 2024 @10:00 am
Final Questions Due	November 21, 2024 not later than 2:00 pm
Final Addendum Issued (if necessary)	December 3, 2024 not later than 2:00 pm
Proposals Due	December 10, 2024 not later than 2:00 pm
Public Acknowledgement	December 12, 2024 not later than 5:00 pm
Interviews	January 7, 2025
Anticipated Board Review and Approval	February 17, 2025

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. DEFINITION OF TERMS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

III. BACKGROUND

DeKalb County School District currently enrolls over 92,000 students in 137 schools/programs: 104 neighborhood schools, 23 choice and specialty schools/programs (magnet, theme, special needs, etc.), and 10 DCSD-sponsored charter schools (that are operated by others). The District owns 159 facilities: 127 school facilities, 5 support facilities, 5 stadiums, 14 vacant facilities or sites, and 8 properties leased to charter schools or other organizations. With over 15 million square feet, and 13,400 employees, DeKalb is the third largest system in the State of Georgia (in terms of students), but has the most number of school facilities in the State.

IV. PURPOSE

The purpose of this Request for Proposal (RFP) is to solicit proposals for the purposes of entering into a contract with a qualified Program Manager (PM), authorized to do business in the State of Georgia, with experience in construction program management services (the "Services") for K-12 educational facilities, and to act on the DeKalb County School District's (the "Owner") behalf for delivery of its Capital Improvement Program ("CIP") composed of multiple site modifications, renovations, additions and new construction projects (the "Owner's Projects").

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

The Owner's Capital Improvement Program has annual revenues of around \$180 million. Revenue is from various sources, but primarily the Education Special Purpose Local Option Sales Tax (E-SPLOST), which is a \$0.01 sales tax renewed by voters every 5 years. The next E-SPLOST renewal is expected to be approved by voters in 2026, and take effect in July 2027. Other revenue sources include annual contributions from the District's general fund as well as reimbursements from Georgia DOE's Capital Outlay Program. Annual revenues vary depending on market conditions and project schedules but are expected to increase over time roughly in line with national inflation.

Over the years, the Owner has utilized a PM and Supplemental Project Management Firms to support the management of the Owner's capital improvement programs. The current, existing Program Management Services Agreement will expire May 31, 2025. The new PM Service Agreement will be for an initial one-year term with four (4) one-year options to renew subject to Board approval on a year-to-year basis. The Owner will hold all design and construction contracts. The PM will be an integral member of the capital improvement team, and therefore all full time staff members of the PM working for the Owner will operate under the Design and Construction Department located at the Sam A. Moss Service Center in Tucker, Georgia.

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

V. COMMUNICATIONS WITH DCSD STAFF

The assigned contact person for this RFP is Fred Christopher, Procurement Manager. Mr. Christopher can be reached at 678-676-0217 or by email at weyman_f_christopher@dekalbschoolsga.org. Prospective Respondents must limit their contact regarding this RFP to the assigned contact person.

VI. PROHIBITED CONTACTS

Except with the consent of the proposal contact person, all proposers, including any persons affiliated with or in any way related to proposer, are strictly prohibited for contacting DeKalb County Board of Education members and DCSD employees or consultants on any matter having to do in any aspect with this RFP, other than as provided herein. Any and all contacts with such persons associated with DeKalb County School District shall be in writing, in appropriate circumstances or cases, as directed by the contact person above. Except as expressly provided in, or permitted by, the RFP documents, from the date of issuance of the Request for Proposals until final DeKalb County Board of Education action of approval of contract award, the proposer submitting a bid shall not initiate any communication or discussion concerning this procurement with any employee, agent, representative or member of the Board of Education for DeKalb County School District. Furthermore, no employee, officer, or agent of the DeKalb County Board of Education or DCSD may participate in the selection, award or administration of a contract if he or she has a real or apparent conflict of interest. Any violation of this restriction may result in the rejection of the proposal response.

VII. QUESTIONS AND ANSWERS

It is intended that this proposal be adequate for any vendor to respond the DeKalb County School District requirements. However, should proposers have questions, all questions should be submitted electronically at <http://www.dekalbschoolsga.ionwave.net>. **Questions submitted to any other mail box, voice mail or email address will not be considered for response.** The deadline for receipt of vendor questions is **Thursday, November 21, 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 **Tuesday, December 3, 2024 at 2:00 p.m.** No response other than written, by the Procurement Manager, will be binding upon DCSD.

VIII. GENERAL TERMS AND CONDITIONS

A. **Respondent Performance**

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

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

B. **Addendums**

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

C. **Non-Discrimination**

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

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

D. Drug-Free Workplace

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

E. Smoke-Free Workplace

By submission of a response to this RFP, the Respondent certifies that he/she and his/her employees shall not use tobacco products on DCSD property at any time during the performance of this contract.

F. Costs Incurred

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

G. Insurance

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

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

Type of Insurance	Coverage Limits
Worker's Compensation	Statutory
Employer's Liability	\$1,000,000 annual aggregate
Comprehensive General Liability Including Contractual Liability Bodily Injury, sickness or disease, death and Property Damage	\$2,000,000 annual aggregate \$1,000,000 per occurrence
Comprehensive General Liability Bodily Injury and Property Damage Covering Owned, Hired and Non-Owned Autos	\$2,000,000 annual aggregate \$1,000,000 per occurrence
Professional Errors and Omissions	\$3,000,000.00 per occurrence
Excess/Umbrella Liability	\$5,000,000 per occurrence

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

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

H. Indemnification

The Offeror shall indemnify, defend, and hold harmless the DeKalb County School Board, the DeKalb County School District, DCSD, and their officials, officers, employees, agents, volunteers, and assigns (all of whom may collectively be referred to as "Indemnitees" through out this RFP) from an and all claims, demands, suits, actions, legal or administrative proceedings, losses, liabilities, costs, interest, and damages of every kind and description, including any attorneys' fees and/or litigation and investigative expenses, for bodily injury, personal injury, (including but not limited to offeror's employees), or loss or destruction of property (including loss of use, damage or destruction of DCSD owned property) to the extent that any such claim or suit was caused by, arose out of, or contributed to, in whole or in part, by reason of any act, omission, professional error, fault, mistake, or negligence whether active, passive or imputed, of the offeror its employees, agents, representative, or their employees, agents, or representatives in connection with or incidental to offeror's performance of the agreed-upon service regardless of whether such liability, claim, damage, loss, cost or expense is caused by an Indemnitee.

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

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

I. Illegal Immigration Reform and Enforcement Act of 2011

The Illegal Immigration Reform and Enforcement Act of 2011 applies to and is a requirement for all DeKalb County School District solicitations for physical performance of services. The immigration and Security form **must** be completed, notarized and returned with your response. The remaining forms are attached as Exhibits to Appendix E – Master Agreement for Capital Improvement Program Management Services and will be required to be completed and returned with the contract.

J. Interviews

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

K. Background Checks

A criminal background check must be performed on all contractors, consultants, subcontractors, volunteers and vendors (hereinafter jointly referred to as "Individuals") who provide services on DCSD premises, supervise services on DCSD premises, or has contact with students. These Individuals shall

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

L. Term of Contract

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

M. Cancellations

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

N. Contract

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

O. Permits and Applicable Law

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

P. Suspension and Debarment

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

Further, by submitting this proposal, the offeror certifies that all lower tier participating individuals and/or company(s) and all respective principals of lower tier participants have not been suspended, excluded, disqualified, debarred, proposed for debarment, declared ineligible or voluntarily excluded from

participation in any transaction by any Federal or State department or agency and that the bidder complies with all applicable orders, rules and regulations related thereto.

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

Q. Non-Collusion

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

R. Conflict of Interest

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

S. Confidentiality and Non-Disclosure

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

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

T. Business License

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

U. Rights Reserved

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

DCSD reserves the right to request and negotiate a "best and final" response from Respondents.

V. Taxes

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

W. Respondent Failure

In the event services to be furnished by the successful Respondent should for any reason fail to conform to the scope of work contained herein, DCSD reserves the right to reject the services and further reserves the right to terminate the contract. Failure of the successful Respondent to perform contracted services may also result in the removal of that Respondent from doing business with DCSD for a period of not less than one year.

X. Georgia Open Records Act

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

Y. No Assignment of Award

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

Z. The Laws of the State of Georgia

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

IX. SCOPE OF SERVICES

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

Services shall include, but not be limited to, those listed in the scope of work and specifications. The specification and scope of work listed and described in the body of this Request for Proposals (RFP) establishes the minimum requirements for a Program Manager. It is the intent of the District to award this contract to the most responsive and responsible offeror. Please use the following link for an up to date list of current projects the awarded vendor(s) may have to manage: www.dekalbschoolsga.org/CIP

Task 1: Capital Improvement Program Planning

The Capital Improvement Program (CIP) Planning Task is the creation of a ten-year capital improvement plan for DCSD facilities beginning 2027 until 2037. The CIP Planning Task includes the primary services listed below as well as any needed to achieve the goal of ten-year capital improvement plan for DCSD facilities:

- A. Facility Standards & Education Specifications Development
- B. Facility Needs Assessment

- C. Enrollment Forecast
- D. Cash-Flow Estimation
- E. Engagement with DCSD leadership and major stakeholders
- F. Proposed 10-Year Capital Improvement Plan

Deliverables:

- A. DCSD Facility Standards – Develop standards for all DCSD facilities based on facility use.
- B. DCSD Educations Specifications – Update the District's Education Specifications for new instructional facilities.
- C. Enrollment Forecast – Ten-year forecast of District enrollment.
- D. Facility Needs Assessment – Assessment of DCSD managed facilities based on facility condition data, DCSD facility standards, and as-needed assessment of DCSD facilities to determine existing conditions. DCSD is open to considering alternative approaches to facility needs assessment.
- E. Proposed Ten-Year Capital Improvement Plan for DCSD Facilities – Proposed list and schedule of capital improvement projects to be added to the District's Capital Improvement Program which can be approved by the DeKalb Board of Education.

Task 2: Capital Improvement Project Management

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

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

1. Management of Projects within the Capital Improvement Program

- a. Responsible for managing all resources and relationships necessary to achieve the Owner's desired outcomes. Coordinate and administer the Program, interfacing with internal staff of various departments and representatives of outside organizations.
- b. Review the District's capital improvement project list and advise Owner if project schedules or budgets are inconsistent with current costs and industry standard timeframes for the design and construction of any particular project type.
- c. Develop a Program Management Plan which outlines and defines the capital improvement scope, schedule and budget by project. Develop the criteria and a process to identify priorities for the various work items.
- d. In coordination with District staff, develop a Program Procedure Manual which will provide the framework on how the program will be executed on a day-to-day basis. The manual will identify team members' roles and responsibilities, as well as approval processes, lines of authority, reporting requirements, external communications with local school principals and

stakeholders, and any other procedures necessary for the success of the program. The Program Procedure Manual shall incorporate all policies of the Board of Education and Georgia Department of Education, as well as the requirements of local and state building authorities.

- e. Provide system administration for the Kahua software as well as program controls management to ensure that the Kahua software is able to function effectively and that all Kahua workflows and procedures are correctly adhered to according to the Program Procedure Manual.
- f. Provide computer scheduler/analysts to develop and maintain a comprehensive master schedule utilizing the District's program management software, Kahua. Reports on progress and status will be submitted at regular intervals as requested by the Owner.
- g. Review project budgets developed to date and create a master program budget. Prepare and maintain program's master budget incorporating the Owner's cost accounting procedures. Produce cash flow models to track anticipated project receipts against projected expenditures. Develop a process that provides cost control and timely, accurate measurement of program and project expenditures incorporating earned value management techniques. Prepare periodic summaries of program expenditures for the Owner's review.
- h. Provide document and data control specialist to work with the Owner's staff to develop a web-based project reporting system and associated processes, which can be used to monitor project status and support the communication between team members. The system shall be used to track and control project information such as contracts, costs, issue-tracking, design review, changes, payments, document control, meeting minutes, etc. Specialist shall be required to manage all facets associated with the coordination and analysis of documents, drawings, and data associated with the Owner's Capital Improvement Program. Specialist shall coordinate with the Design and Construction Department to develop and maintain systems and procedures to store, retrieve and analyze data, drawings, and other construction documents necessary for the design, operations and management of the District's facilities.
- i. Report on the market climate and recommend strategies to minimize project delays and maximize project budgets. Provide analysis of project delivery methods to determine an optimal construction framework to complete renovation and modification projects timely and to minimize school disruption.
- j. As requested by the Chief Operating Officer, provide information sessions to the Board regarding program status and updates.
- k. Develop an outreach program to encourage qualified architects, engineers, contractors and consultants to be a part of the program. If requested, assist the Owner in developing and executing a contractor prequalification system.
- l. Assist the Owner in soliciting Request for Qualification and/or Request for Proposals for architects, engineers, surveyors, geo-technical consultants, or any other services, equipment, etc. needed in the execution of the program.
- m. Assist the Owner as needed with contract and vendor management services to ensure all documentation for contracts and vendors associated with the program remains up to date.
- n. Develop a metrics based system to track the program's level of success.

2. Pre-Design Phase

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

3. Project Design Phase

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

4. Procurement Phase

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

5. Construction Phase

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

- l. Provide written monthly status reports which shall include schedule reports, cost status reports and cash flow analysis.
- m. Assist the Design Consultant in the determination of Substantial Completion and the preparation of punch list. Verify the acceptability and completeness of all work per the Contract Documents.
- n. Work with the Owner's Warehouse Services to provide logistical support in the acquisition, receiving, and setting up of furniture and equipment within new and renovated facilities.

6. Post-Construction Phase

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

7. Other Duties and Responsibilities

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

X. PROPOSAL SUBMISSION REQUIREMENTS

- A. A **mandatory virtual pre-proposal conference** will be held on **Thursday, November 14, 2024 at 10:00 AM** local time via Microsoft Teams. Attendance is required to submit a proposal for this project.
- B. Proposals must be received electronically at the website <https://dekalbschoolsga.ionwave.net>, no later than **Tuesday, December 10, 2024 at 2:00 PM** local time.
- C. The Offeror's electronic proposal shall be submitted in the following order and format:
 0. Letter of introduction and interest signed by an officer or partner of responding firm. Letter shall include specific reason(s) why firm would be the best choice for the services listed. Letter shall include name of entity submitting, contact name, phone number, e-mail address, fax number and address of firm submitting.
 1. Table of Contents
 2. Compliance Information

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

2.1 Firms Overview

- 2.1.1 Provide a full and complete company profile to include, but not limited to Firm name, address of firm headquarters and branch office handling this project as well as related telephone and fax numbers.
 - 2.1.2 State how many years in business under the name stated above. Describe firm ownership, structure and history. Include type of legal entity (e.g., corporation, limited liability company, etc.). State or commonwealth of formation (i.e., where incorporated) and year of formation or organization. In case of a joint venture, provide the same information for each partner in the joint venture.
 - 2.1.3 List the number of permanent employees and provide an **organization chart** of the firm. Also, list the employees you intend to assign to the project, include a paragraph which outlines their role and responsibility, relevant experience with similar type project, and certifications.
- 2.2 The Firm must be properly certified by the Georgia Secretary of State to do business in Georgia at the time of submission.
- 2.2.1 State the legal name of entity submitting and if Firm submitting is a corporation, joint venture, or partnership. Note: It is understood that if selected for this project the stated entity name will be used in all legal contracting documents derived from this selection.
 - 2.2.2 Provide a copy of certification for proper incorporation or registration from Georgia Secretary of State. Provide a copy of current license for all key personnel assigned

to the contract. In the alternative, joint ventures and partnerships should provide a copy of their joint venture or partnership agreement and certification from the Georgia Secretary of State establishing that each joint venture partner or partner is authorized to do business in Georgia.

2.3 Financial Information (Y/N):

- 2.3.1 The Firm's financial capability is to be expressed in the financial statement (audited financial information current within the past twelve months, such as a balance sheet and statement of operations) and should indicate the resources and the necessary working capital to assure financial stability through the completion of the projects. A certified audit is preferred; however, the Firm's most recent tax return and balance sheet will be accepted.

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

- 2.4.1 Identify and briefly discuss any instances in the past five (5) years where your contract was terminated, with or without cause. Provide Owner name, project name and Owner Project Representative Name and Number. For joint ventures responding to this RFP, provide the above information as it pertains, to the joint venture and for each partner or entity creating said joint venture. If there is no failure or failures to complete a contract, please include a statement that the Firm has never failed to complete a contract or contracts or have defaulted or have been declared in default on any contract.
- 2.4.2 **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 or contracts.
- 2.4.3 **Convictions:** Include a statement as to whether or not the FIRM (and in the case of a joint venture, each of the partners in the joint venture) or any of its officers has been convicted or entered a guilty plea (or plea of nolo contendere) in any court within the two (2) years prior to the date of application **of a violation of any State or Federal statute concerning competitive bidding or competitive proposals or the restraint of trade.**

D. INITIAL SCREENING

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

Major consideration will be given to the successful completion of previous educational construction/modernization programs which are comparable in size, scope and complexity. This will

include evaluating the PM firm's performance and quality of work on previous programs. The firm's demonstration of experience with large K-12 construction/modernization programs is highly desired.

- a. The firm shall list three (3) programs which best illustrate the experience of the firm as it relates to this program. Do not list programs which were not completed by your firm or completed more than ten years ago. Include the following information for each program:
 1. Title, location, award date and completion, or anticipated completion date.
 2. List total dollar value of work which was managed or is presently being managed.
 3. Describe the nature of the firm's responsibility with the program and services provided.
 4. Owner's representative name, address, telephone and e-mail address.
 5. Firm's Program Manager, Director and key professionals involved in the program, and in particular, who of that staff would be assigned to the program covered by this Request for Proposal.
 6. Submit a brief narrative that demonstrates the value added by your program management services to your client's needs in term of delivering the program within budget, opening projects on time and delivering high quality projects.
 7. Identify any unique issues or problems associated with the program and describe any creative initiative which your firm may have utilized to benefit the owner and resolved the issue or problem.
 8. Provide a reference letter from each of the following. If reference letters are not available provide reasons for the unavailability.
 - a. Owner: Provide the name, address and telephone number of project owner with whom offeror has worked with during the last five years. Identify all programs and projects, locations and services performed.
 - b. Architect/Engineering Firm: Provide the name, address and telephone number of architectural and engineering professionals and firms with whom offeror has woked with during the last five years. Identify all programs and projets, locations and services performed.
 - c. Construction Managers: Provide the name, address and telephone number of construction managers and/or firm with who offeror has worked with during the last five years. Identify all programs and projects, locations and services performed.
- b. The firm shall provide a description and supporting documentation of the firm's technical capability with liked size scope in the following areas:
 1. Project Management
 2. Cost Management
 3. Time Management/Scheduling
 4. Quality Management
 5. Contract Administration

6. Safety Management
 7. Risk Management
 8. Building Information Modeling (BIM)
 9. Sustainability
 10. Project controls and reporting, including web-based project management software
- c. Any other particular technical capability which the firm may be able to offer such as needs assessments, technology support/integration, value engineering, cash flow projections, mechanical system reviews, etc.

2. **Proposed Project Staff and Technical Capabilities (30 points)**

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

The firm shall name the actual key staff to be assigned to this Project, describe their ability and experience, and indicate the function of each within their organization and their proposed role on this Project. The firm shall give special attention to highlight their "Program Director" and "Quality Assurance Manager" specifically. It is the Owner's preference for the Program Director, Deputy Director, and all Project Managers assigned to this Project to hold the Certified Construction Manager (CCM) Certification offered by the Construction Manager Certification Institute© at the beginning of the contract term. **Any project team member not certified, must obtain the certification within the first year of the contract.**

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

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

1. Name and Title
2. Job Assignment for other projects.
3. How many years with this firm. For sub-consultants, list prior projects your firm has worked on with sub-consultant.
4. How many year with other firms.
5. Experience including types of projects, size of projects (dollar value and square footage of project), and specific project involvement.
6. Education
7. Credentials. This should include all active registrations, certifications and licenses.
8. If submitting as a joint venture or partnership, include the assigned staff for the joint venture or partnership and indicate which of the joint ventures or partners employs the staff member.

9. The firm shall provide the required services that it intends to subcontract, if any, providing:
 - a. Reasons for subcontracting,
 - b. Proposed subcontractor responsibilities, and
 - c. Identity of proposed subcontractors including location, relevant personnel and project experience, previous project use as a subcontractor, and any other relevant supporting information.

3. **Management Plan (20 points)**

- A. The firm shall provide a detailed narrative of the management approach and plan that will be used for the Program. The firm should identify any unique experience, qualifications, techniques, and approaches that will best support and be used to achieve the Program objectives.
- B. The following should be addressed:
 - i. Program management and coordination
 - ii. Planning and scheduling management
 - iii. Planning and executing Facility Needs Assessments
 - iv. Budgeting, estimating and cost tracking/control
 - v. Coordinating and planning of relocation activities
 - vi. Project documentation and reporting
 - vii. Design phase coordination and management, review approaches
 - viii. Construction phase coordination and management
 - ix. Program/Project quality assurance and control plan
 - x. Software programs, web based applications, and other computer applications to be used or required for program management, scheduling and cost management tasks
 - xi. Provide samples of all project deliverables
 - xii. Safety program and management
 - xiii. Plan review, permitting, inspections and occupancy certificates
 - xiv. Procurement coordination and management

4. **Fee Structure (25 points)**

- A. The PM shall provide pricing as requested on Attachment I: Capital Improvement Program Management Services Price Proposal Form. All pricing shall include all services, supervision, labor, equipment and materials needed to accomplish the Owner's requirements. A fee shall be proposed in the form of a lump sum price for each task and for the total capital improvement program management services. Assume a starting date of May 1, 2025, with a 75 month maximum duration period.
- B. The PM shall provide a list of each position anticipated to be utilized in the program, a description of duties associated with that position along with both hourly and monthly billable rates. The positions listed should match those which were identified in the Proposed Project Team noted above in Section X, D.2.

- C. The lump sum fees to include said hourly and monthly rates requested above shall be based upon a 2025 calendar year scale. For succeeding years after April 30, 2026, the PM's fees and rates can be adjusted by an escalation rate of 2% per year.
- D. The Owner shall provide office space, utilities, furniture, faxes, telephones (landlines only), and copiers for the PM's use. The PM shall be responsible for providing all computers, cell phones, tablets, handheld devices, etc., as required to manage the work, including capability to run scheduling and budgeting software. The lump sum fee shall include all costs that the PM expects to incur during the execution of the contract. Costs incurred by the PM for travel outside the Metropolitan Atlanta area on the behalf of the Owner will be a reimbursable expense. All such travel costs shall be pre-approved by the Owner.
- E. The Owner is exempt from all state sales tax and Federal Excise Tax. These taxes shall not be included in proposals. However, in the event taxes are required by state or federal law for the services or products outlined in this proposal, such taxes shall be the sole responsibility of the Offeror unless otherwise stated in writing and agreed to by the Owner.
- F. The Fixed Price Proposal Form shall be utilized to develop Appendix E to the Owner's Master Agreement for Program Services, pursuant to Article 4 thereof.

XI. INTERVIEWS AND PRESENTATION:

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

alternative method or abandon the project all together, DCSD shall provide public notice of that decision.

6. Upon the COO's approval of the PEC's recommendation, an agenda item shall be prepared and put on the next available agenda for the Board of Education review and approval.

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

- a. **Proposed Project Team (35 points)**

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

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

Identify the proposed project manager(s) and other sub-consultants that would be utilized by the PM for the Services. Experience in school-related project management as an agent for an owner shall be clearly identified. Include the following information for each of the sub-consultants:

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

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

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

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

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

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

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

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

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

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

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

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

Value engineering

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

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

XII. QUALIFICATIONS FOR SELECTION AND THE SELECTION PROCESS

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

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

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

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

XIII. PROTEST PROCEDURES

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

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

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

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

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

Email: erick_hofstetter@dekalbschoolsga.org

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

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

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

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

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

6. Protest Resolution. shall review and issue a written decision on the protest within seven (7) business days. This decision shall be deemed final. Available remedies for sustained protests are as follows:

- If a protest is sustained prior to the closing date and time of the solicitation, available remedies may include, but are not limited to, the following: modification of the solicitation document including, but not limited to, specifications and terms and conditions; extension of the solicitation closing date and time (as appropriate); and cancellation of the solicitation.

- If a protest of the intended/actual contract award is sustained, available remedies may include but are not limited to, the following: revision or cancellation of the NOIA/NOA, re-evaluation and re-award, or re-solicitation with appropriate changes to the new solicitation.
7. **Costs.** In no event shall a bidder be entitled to recover any costs incurred in connection with the solicitation or protest process, including, but not limited to, the costs of preparing a bid/proposal, the costs of participating in the protest process, or any attorney fees.

(END OF RFP – SEE ATTACHMENTS)

