



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

Request for Proposals (RFP) No. 22-752-003

For

SWIMMING POOL MAINTENANCE SERVICES

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

Solicitation Timeline Summary (dates are subject to change)

EVENT	DATE(S)	TIME	LOCATION
Solicitation Opens	October 14, 2021	2:00 PM	http://www.dekalbschoolsga.ionwave.net and www.demandstar.com
Mandatory Pre-Proposal Conference	October 26, 2021	10:00 AM	Via ZOOM
Site Visit-Optional	October 27, 2021	N/A	Not Applicable
Final Questions Due	November 2, 2021	2:00 PM	dcsd-op-bidquestion@dekalbschoolsga.org
Final Addendum	November 9, 2021	2:00 PM	http://www.dekalbschoolsga.ionwave.net and www.demandstar.com
Proposal Due Date & Time	November 16, 2021	2:00 PM	https://dekalbschoolsga.ionwave.net
Public Acknowledgement	November 18, 2021		Public Acknowledgement of RFP will be posted on http://www.dekalbschoolsga.ionwave.net and www.demandstar.com
Selection Committee Evaluation	11/29-12/3/2021		
Anticipated Board Review and Approval	February 2022		
Anticipated Notice of Award	March 2022		

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Owner's Standard Forms:

- Attachment A: Contractor 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: Vendor Reference Form (1 page)
- Attachment H: Suspension and Debarment Certification (1 page)
- Attachment I: Service Contractor Fixed Price Proposal Form (3 pages)
- Attachment J: Immigration and Security Certification (8 pages)
- Attachment K: No Submittal Response Form (1 page)

Owner's Appendices:

- Appendix A: Owner's Criteria and Narrative Scope (4 pages)
- Appendix E: Standard Form of Contract for Services (Non-State Capital Outlay Projects) (16 pages)
- Appendix F: Subcontractor Affidavit of Non Collusion (1 page)

I.
ADVERTISEMENT FOR SEALED PROPOSALS
SWIMMING POOL MAINTENCE SERVICES

SCOPE OF SERVICES

The DeKalb County School District is seeking proposals from qualified vendors to provide swimming pool maintenance services.

Request for Proposal (“RFP”) documents will be available **Thursday, October 14, 2021**, 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 to be held via Zoom Meeting at **11:00 a.m.** local time on, **October 26, 2021. Attendance is mandatory.** All proposers must pre-register to attend.

The following information must be submitted via email to dcsd-op-solicitation@dekalbschoolsga.org by **5:00 PM** local time on Monday, **October 25, 2021**.

- a) Individual Name & Title
- b) Company Name
- c) Telephone Number
- d) Email Address

If more than one individual is attending from your company, please submit information for all attendees. The sign-in sheet for the Virtual Mandatory Pre-Proposal Conference will be compiled using this data and posted on the website within 2 business days after the Virtual Pre-Proposal Conference.

When registering your company to attend the Virtual Mandatory Pre-Proposal Conference, please place in the subject line of the email **Registration – RFP 22-752-003 Swimming Pool Maintenance Services**. A link will be sent to participate in the virtual meeting to all registered proposers by **10:00 AM Tuesday, October 26, 2021**. Proposers that fail to register by the deadline and attend the **Virtual Mandatory Pre-Proposal Conference on October 26, 2021** will not be allowed to participate in the submission process.

SCHEDULE FOR SELECTION (dates are subject to change)

Mandatory Pre-Proposal Conference*	October 26, 2021 @ 11:00 am
Final Questions Due	November 2, 2021 not later than 2:00 pm
Final Addendum Issued (if necessary)	November 9, 2021 not later than 2:00 pm
Proposals Due	November 16, 2021 not later than 2:00 pm
Public Acknowledgement	November 18, 2021 not later than 5:00 pm
Anticipated Board Review and Approval	February 2022

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

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

II. DEFINITION OF TERMS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

III. BACKGROUND

DeKalb County School District currently enrolls about 102,000 students (October in 138 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: 128 school facilities, 5 support facilities, 5 stadiums, 14 vacant facilities or sites, and 8 properties leased to charter schools or other organizations; a list of facilities/sites are provided in Exhibit A. With over 15 million square feet, and 14,000 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 DeKalb County School District (hereinafter, "DeKalb County School District" or "DCSD") invites qualified vendors to submit their qualifications to provide swimming pool maintenance services.

In using this method for solicitation, we are requesting your best effort in seeking the best value for our requirements. To be eligible for consideration, sealed proposals shall be presented in accordance with the instructions of this solicitation and within the timeframe specified. It shall be the responsibility of the selected Offeror to meet all specifications and guidelines set forth herein. DeKalb County School District, at its discretion, determines the criteria and process whereby proposals are evaluated and awarded. No damages shall be recoverable by any challenger as a result of these determinations or decisions by DeKalb County School District.

V. COMMUNICATIONS WITH DCSD STAFF

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

VI. PROHIBITED CONTACTS

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

VII. QUESTIONS AND ANSWERS

It is intended that this proposal be adequate for any vendor to respond the DeKalb County School District requirements. However, should proposers have questions, all questions should be submitted electronically via email to Belinda Quillet at dcsd-op-bidquestion@dekalbschoolsga.org. **Questions submitted to an other mail box, voice mail or email address will not be considered for response.** The deadline for receipt of vendor questions is **Tuesday, November 2, 2021 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, November 9, 2021 at 2:00 p.m.** No response other than written, by the Procurement Manager, will be binding upon DCSD.

VIII. GENERAL REQUIREMENTS

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 firm.

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

Type of Insurance	Coverage Limits
Comprehensive General Liability Including Contractual Liability Bodily Injury 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
Worker's Compensation	\$1,000,000
Contractors Pollution Liability and/or Errors and Omissions	\$2,000,000 annual aggregate

The Service Contractor waives all rights, including rights of subrogation, against the Owner and its respective directors, officers, partners, Board Members, officials, agents, insurers, subcontractors, consultants and employees for damages covered by any type of insurance during and after the completion of the Work. **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 Service Contractor agrees to hold harmless and indemnify the Owner, its Board, officers, employees and representatives from and against any and all liability, claims, actions, causes of action, losses, damages, demands, suits, judgments, costs and expenses arising out of bodily injury (including death) to persons, damage to property, including, but not limited to, any and all costs, expenses, legal fees and liabilities, incurred in and about investigation, defense or prosecution thereof, to the extent caused in whole or in part by a negligent act, error or omission of the Service Contractor or any subcontractor(s), or as a result of defective Services under this Contract.

I. Illegal Immigration Reform and Enforcement Act of 2011

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

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

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

The Immigration Security Certification, the Bidder E-Verify Affidavit, the Contractor Affidavit, the Subcontractor Affidavit and the Sub-Subcontractor Affidavit are identified as **Attachment J** and included with this solicitation. The Immigration Security Certification, the Bidder E-Verify Affidavit, the Contractor Affidavit, the Subcontractor Affidavit and the Sub-Subcontractor Affidavit must be completed, notarized and submitted with your proposal response.

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

J. Interviews

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

K. Background Checks

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

L. Term of Contract

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

M. Cancellations

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

N. Contract

Appendix E is DeKalb County School District's Standard Form of Contract for Services (Non-State Capital Outlay Projects) between the DeKalb County Board of Education and the Service Contractor; Version 6.2015, 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 request 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.

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. BASIC SCOPE OF SERVICES

1. Provide professional and knowledgeable service personnel.
2. Maintain clean, safe and orderly pool equipment rooms.
3. Maintain controller and controller reader,
4. Provide routine services during hours that do not interfere with classes or activities. (Class schedules and swim meet schedules will be provided on a semester basis.)
5. Inspect pools and test the water daily at all three sites, furnishing any and all necessary chemicals, including but not limited to i.e. bromine, Co₂, soda ash, sodium bicarbonate, chlorine and/or dry chlorine, algacides, clarifiers, shock treatments and any other chemicals necessary to keep water balance, clarity, ph and overall water quality to the DeKalb County Health Department standards and requirements.
6. Provide on-site Services and maintenance **daily** to the chemical treatment systems, pump, or other automatic feeding system, strainers, filters, heaters and other mechanical systems to ensure proper pool operations.
7. Calibrate the vantage, and/or other automatic chemical feed systems as necessary to ensure proper operation and chemical feed.
8. Service/backwash the filter system twice a week.
9. Remove debris from surface and bottom. Clean tile to remove calcium, dirt, algae and/or black algae.
10. Vacuum and brush pools once a week or more if needed.
11. Check for Plumbing for leaks; Repair in accordance with state and local codes.
12. Check diving boards on a weekly basis and perform routine maintenance as needed.
13. Pressure wash decks and diving boards at least once per year.
14. Provide on-site and telephone consultation regarding the general operation of pool, safety concerns and maintenance issues.
15. Prepare and maintain log or inspection reports for each visit signed by technician and DCSD pool staff.
16. Maintain an on-site service record.
17. The following response times will apply:
 - Each call for service requires a return call to the originator within one (1) hour and an on-site response time of twenty-four (24) hours or less.

- Emergency Calls: Vendor will respond within 30 minutes of call 7 days per week and will be expected to be on site within 2 hours of initial contact.
 - High Priority Calls: 8 hours from placement of call.
 - Routine Call: 24 hours from placement of call.
 - This number is to be provided to Human Services staff upon issuance of purchase order.
18. Furnish only chemicals, pool additives and parts that are approved by the DeKalb County Health Department, and by respective equipment manufacturers for use with their equipment.

X. PROPOSAL SUBMISSION REQUIREMENTS

- A. A **mandatory virtual pre-proposal conference** will be held on **Tuesday, October 26, 2021 at 10:00 AM** local time via Zoom. Attendance is required to submit a proposal for this project.
- B. Proposals must be received electronically at the website <https://dekalbschoolsga.ionwave.net>, no later than **November 16, 2021 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 The Firm must be properly certified by the Georgia Secretary of State to do business in Georgia at the time of submission.
 - 2.1.1 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.
 - 2.1.2 Provide a copy of certification for proper incorporation or registration from Georgia Secretary of State. Provide a copy of current general real estate license for all key real estate professional 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.
 - 2.2 The Firm must be properly registered, licensed, and certified at the time of submission:
 - 2.2.1 Provide copy of current Georgia Professional Registration Certificate for contractor.
 - 2.2.2 If Firm 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.

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.

EVALUATION CRITERIA

3. 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. If interviews are conducted, all proposed key staff members must be present at the time of interview unless prior written approval is received from the Owner.

- a. 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.
- b. 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.
- c. 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.

4. Scope of Services (15 points)

- a. Please provide a detailed comprehensive management plan and proposed strategy for providing Swimming Pool Maintenance Services to DCSD. Please be very detailed and specific in your response.
- b. Please provide a sample of report(s), with the RFP response, that will be submitted as required by the contract.

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

- a. Briefly describe experience specific to swimming pool maintenance services for K12 that the firm has provided for various clients similar to those identified in this RFP within the last three (3) years.

If you include services(s) managed by the firm's employees or subcontractors while employed by other entities, clearly indicate the name of the entity that was responsible for the services.

- b. Provide a brief history of the company including the years in business providing the services specified in this solicitation.
- c. Describe your firms experience providing the following services:
 1. Water Testing/ Chemical Use
 2. Maintain maintenance logs and inspection reports
 3. Repairing pumps, automatic chemical feed system and leaks
 4. Emergency response.
- d. Provide a list of staff available to support DCSD and include their responsibilities, certifications held and certification of classes/training completed for any services in this solicitation.

6. **References (10 points)**

- a. Provide the names and contact phone numbers of the three (3) clients, preferably clients comparable to DCSD, for whom the Offeror is providing or has provided similar services as requested in this **RFP (Please provide this information on Attachment G included with this RFP).**

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

- a. 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 Proposal Form included as **Attachment I** with this RFP. Indicate any breakdown of the proposed Fixed Price required by the "Bid Form."
- b. 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.
- c. The Fixed Price Proposal Form shall be utilized to develop Exhibit B to the Owner's standard Agreement for Services, pursuant to Article 4 thereof.

XI. OWNER'S STANDARD FORMS REQUIRED TO ACCOMPANY PROPOSAL

Failure to include these forms may serve as grounds for non-consideration of the entire RFP response.

- Attachment A: Contractor Checklist and Certification
- Attachment B1: Corporate Certificate or
- Attachment B2: Partnership Certificate or
- Attachment B3: Entity Certificate
- Attachment C: Subcontractor Listing
- Attachment D: Offeror's and Individuals' Affidavit of NonCollusion
- Attachment E: Conflict of Interest Disclosure Form
- Attachment F: Consent to Release Information
- Attachment G: Vendor Reference Form
- Attachment H: Suspension and Debarment Certification
- Attachment I: Service Contractor Fixed Price Proposal Form
- Attachment J: Illegal Immigration Reform and Enforcement Act of 2011
Business License and any license or certifications required for this RFP
Certificate of Insurance

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 Swimming Pool Maintenance Services for Chamblee High School, Columbia High School and Lakeside High School.

The evaluation factors that will be employed, and their relative importance, are identified in Section X, Evaluation Criteria.

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

FAX: (678) 676-1486

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 Facilities Management 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 ATTACHMENTS)