



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

October Request for Proposals (RFP) No. 20-752-030R

For

ASBESTOS AND LEAD BASED PAINT ABATEMENT 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 22, 2020 | | http://www.dekalbschoolsga.lonwave.net and www.demandstar.com |
| Mandatory Pre-Proposal Conference | November 5, 2020 | 9:00 AM | Sam A. Moss Center, 1780 Montreal Rd. Tucker, GA 30084 |
| Site Visit | Not Applicable | N/A | dcsd-op-bidquestion@dekalbschoolsga.org |
| Final Questions Due | November 16, 2020 | 2:00 PM | dcsd-op-bidquestion@dekalbschoolsga.org |
| Final Addendum | November 18, 2020 | 2:00 PM | http://www.dekalbschoolsga.lonwave.net and www.demandstar.com |
| Proposal Due Date & Time | December 1, 2020 | 2:00 PM | Sam A. Moss Center, 1780 Montreal Rd. Tucker, GA 30084 |
| Public Acknowledgement | December 3, 2020 | | Public Acknowledgement of RFP will be posted on the DCSD website by close of business |
| Selection Committee Evaluation | December 7-11, 2020 | | |
| Anticipated Board Review and Approval | February 2021 | | |
| Anticipated Notice of Award | March 2021 | | |

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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 (7 pages)
- Attachment J: Immigration and Security Certification (8 pages)
- Attachment K: Proposal Delivery Label (1 page)
- Attachment L: No Submittal Response Form (1 page)

Owner's Appendices:

- Appendix A: Owner's Criteria and Narrative Scope (1 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
ASBESTOS AND LEAD BASED PAINT ABATEMENT SERVICES**

Sealed Proposals will be received by the DeKalb County Board of Education (the "Owner") at the Sam A. Moss Service Center, 1780 Montreal Road, Tucker, Georgia 30084, until **2:00 p.m.** local time on **Tuesday, December 1, 2020** for **RFP No. 20-752-030R Asbestos and Lead Based Paint Abatement Services**. The Owner shall not consider late proposals.

SCOPE OF SERVICES

The DeKalb County School District is seeking proposals from qualified vendors to provide asbestos abatement services on an as needed basis.

Request for Proposal ("RFP") documents will be available **Thursday, October 22, 2020**, and may be obtained from the DeKalb County Board of Education website at <https://dekalbschoolsga.ionwave.net>.

MANDATORY PRE-PROPOSAL CONFERENCE

All prospective proposers are required to attend a mandatory pre-proposal conference to be held **Tuesday, November 5, 2020 at 9:00 am** at the Sam A. Moss Service Center, 1780 Montreal Road, Tucker, GA 30084.

All attendees of the pre-proposal conference will be required to register. Proper registration requires that the attendee has signed his or her name to the official roster and listed the name and address of the company he or she represents on the official roster no later than the designated start time of the pre-proposal conference. Proposals submitted by proposers who have not properly registered and attended the mandatory pre-proposal conference shall be rejected as non-responsive. **Proposers are advised to register early as anyone arriving after 9:15 am will not be allowed to participate in the proposal process.**

SCHEDULE FOR SELECTION (dates are subject to change)

| | |
|---------------------------------------|--|
| Mandatory Pre-Proposal Conference* | November 5, 2020 @ 9:00 am |
| Final Questions Due | November 16, 2020 not later than 2:00 pm |
| Final Addendum Issued (if necessary) | November 18, 2020 not later than 2:00 pm |
| Proposals Due | December 1, 2020 not later than 2:00 pm |
| Public Acknowledgement | December 3, 2020 not later than 5:00 pm |
| Anticipated Board Review and Approval | February, 2021 |

OPEN TO PUBLIC ATTENDANCE

Sam A. Moss Service Center
1780 Montreal Road
Tucker, GA 30384

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

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

II. DEFINITION OF TERMS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

III. BACKGROUND

DeKalb County School District currently enrolls about 101,800 students (October 2014) in 137 schools/programs: 104 neighborhood schools, 23 choice and specialty schools/programs (magnet, theme, special needs, etc.), and 10 DCSD-sponsored charter schools (that are operated by others). The District owns 159 facilities: 127 school facilities, 5 support facilities, 5 stadiums, 14 vacant facilities or sites, and 8 properties leased to charter schools or other organizations; a list of facilities/sites are provided in Exhibit A. 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 DeKalb County School District (hereinafter, "DeKalb County School District" or "DCSD") invites qualified vendors to submit their qualifications to provide emergency remediation and abatement 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, Buyer/FF&E Specialist, for the Operations Division. Mrs. Quillet can be reached at 678-676-1373 or by email at dcsd-op-bidquestion@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 any other mail box, voice mail or email address will not be considered for response.** The deadline for receipt

of vendor questions is **November 16 , 2020 at 2:00 p.m.** Questions received after the deadline time will not be considered. Questions received by the deadline time will be answered in writing and posted to the website <http://www.dekalbschoolsga.ionwave.net> no later than **Wednesday, November 18, 2020 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 Asbestos 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

- A. DCSD is seeking experienced and qualified firms to perform asbestos and lead base paint abatement services.
- B. The services shall include the removal and proper disposal of asbestos hazardous waste in accordance with all federal, state and local laws.
- C. The vendor shall provide asbestos services ("Services") for various DCSD properties in accordance with the requirements detailed in the Owner's Criteria and Narrative Scope of Work (**Appendix A**) on various projects as the need arises and as directed by DCSD's Facilities Services Department.
- D. Services may include routinely scheduled projects and emergency response situations. DCSD will specify the services to be performed by the vendor in the form of written work orders.
- E. The vendor will acknowledge all written tasks orders within 24 hours of receipt and complete all services within the timeframe stated in each individual work order.
- F. This scope includes but is not limited to pre and post remediation testing, demolition, deep cleaning, and decontamination..
- G. Vendor shall furnish all labor, truck, equipment, materials, tools, and supplies as is necessary for asbestos abatement services in DCSD facilities.
- H. Vendor shall bag all contaminated materials and ensure proper disposal.
- I. Copies of signed Waste Shipment Records (disposal manifests) shall be generated and be submitted within 21 days of disposal to the designated DCSD Project Manager.
- J. Payment for services will only be processed once manifests have been submitted.

- K. Vendor must submit with their proposal all proper company industry licensing from Georgia Environmental Protection Division, as well as Initial and Refresher course training certifications issued to supervisory personnel for asbestos abatement services.
- L. At least one certified staff member shall be assigned the oversight authority over all projects/jobs.
- M. Vendor shall make one site visit per project at no cost to prepare the breakdown of charges in accordance with the pricing provided in this RFP. All chargeable time will start at the check-in time on site and end at the completion of the work from the site.
- N. The majority of the work will be performed Monday -Friday after 3:00 p.m. ET and on weekends.
- O. DCSD makes no guarantee to minimum or maximum amount of work awarded and projects may range from relatively small to full scale abatement and remediation.
- P. Vendor is expected to remove these hazards in the quickest, safest and most efficient manner possible as prescribed by law.
- Q. Vendor shall post proper signage indicating hazardous work zone at all work areas.
- R. Vendor shall submit a work schedule for each job as needed during the course of the contract and shall complete the work within the time stipulated in the approved work schedule.
- S. Vendor must maintain required records/manifests as outlined in local, state or federal regulation regarding hazardous waste material disposal and transportation.
- T. Vendor shall have knowledge required to make hazardous waste determinations.

X. PROPOSAL SUBMISSION REQUIREMENTS

- A. A **mandatory pre-proposal conference** will be held on **Thursday , November 5, 2020 at 9:00 a.m.** at the Sam A. Moss Service Center, 1780 Montreal Road, Tucker, Georgia 30084. Attendance is required to submit a proposal for this project.
- B. One (1) signed original, five (5) identical duplicate copies, and one (1) electronic copy of the proposal must be received at the above address, addressed no later than **Tuesday, December 1, 2020 at 2:00 PM.**
- C. All Proposals shall be signed by an authorized principal of the company. By submitting a proposal, the Respondent certifies that all information provided in response to this RFP is true and accurate. Failure to provide information required by this RFP could result in rejection of the proposal.
- D. Proposals should be prepared simply and economically, providing a straightforward, concise description of the firm's or individual's capabilities for satisfying the requirements of the RFP. Emphasis should be on completeness and clarity of content.
- E. The Respondent's proposal to DeKalb County School District shall include one (1) signed original, five (5) identical duplicate copies, and one (1) electronic copy. **Each copy of the proposal shall be bound in a separate three (3) ring binder and submitted in the order as outlined in Item H below.**

- F. **Originals of “Attachment I: Service Contractor Fixed Price Proposal Form” along with Financial Information required in Section 3.3, shall be submitted in one separate sealed envelope. Clearly label this envelope: “Fixed Price Proposal Form” and “Financial Information”.**
- G. A Delivery Label (**Attachment K**) is provided. Cut this label as indicated and affix it to the **outside** of your sealed RFP package. Be sure to include the name and address of the firm submitting the RFP where requested. The package must be sealed and opaque.
- H. The Offeror’s sealed 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 Asbestos Abatement 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 asbestos abatement services 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 firm's experience providing asbestos abatement services.
- 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.
- e. Environmental and Safety Issues

Describe your environmental, quality assurance/quality control, and safety programs that apply to managing potential risks associated with the provision of the services identified in this RFP.

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) (Include in a separate sealed envelope. 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. No changes to the “Bid” or “Bid Form” will be allowed by marking “Additions” or “Deductions” on the outside of the envelope/ package. Marking the outside of the envelope/ package will cause the bidder to be disqualified.
- d. 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 Asbestos Abatement Services district wide. 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. Noel Maloof
Deputy Chief Operations Officer
DeKalb County School
District
Sam A. Moss Service Center**

**1780 Montreal Road
Tucker, Georgia 30084
(678) 676-1475**

FAX:

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)



ATTACHMENT A: CONTRACTOR CHECKLIST AND CERTIFICATION

The undersigned, hereby acknowledges having received **Request for Proposal (RFP) No. 20-752-030R Asbestos and Lead Based Paint Abatement Services** containing a full set of documents:

Owner's Appendices:

- Appendix A Owner's Criteria and Narrative Scope (2 pages)
- Appendix E Standard Form of Contract for Services (Non-State Capital Outlay Projects) (22 pages)
- Appendix F Subcontract Affidavit of Noncollusion (1 page)

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

| Owner's Standard Forms: | | Include with Bid | Check Box to Confirm Inclusion |
|---|--|------------------------------|---------------------------------------|
| Attachment A | Contractor Checklist and Certification (2 pages) | YES | <input type="checkbox"/> |
| Attachment B1 | Corporate Certificate (1 page) | B1 or B2 or B3 as applicable | <input type="checkbox"/> |
| Attachment B2 | Partnership Certificate (1 page) | | <input type="checkbox"/> |
| Attachment B3 | Entity Certificate (1 page) | | <input type="checkbox"/> |
| Attachment C | Subcontractor Listing (1 page) | YES | <input type="checkbox"/> |
| Attachment D | Offeror's and Individuals' Affidavit of Noncollusion (2 pages) | YES | <input type="checkbox"/> |
| Attachment E | Conflict of Interest Disclosure Form (2 pages) | YES | <input type="checkbox"/> |
| Attachment F | Form of Consent to Release Information (1 page) | YES | <input type="checkbox"/> |
| Attachment G | Vendor References Form (1 page) | YES | <input type="checkbox"/> |
| Attachment H | Suspension and Debarment Certification (1 page) | YES | <input type="checkbox"/> |
| Attachment I | Service Contractor Fee Proposal (7 pages) | YES | <input type="checkbox"/> |
| Attachment J | Immigration and Security Certification Form (2 pages) | YES | <input type="checkbox"/> |
| Attachment K | Proposal Delivery Label (1 page) | Affix to exterior of package | |
| Attachment L | No Submittal Response Form (1 page) | N/A | |
| Other Requirements: | | Include with Bid | Check Box to Confirm Inclusion |
| Sample Certificate of Insurance | | YES | <input type="checkbox"/> |
| Copy of Business License | | YES | <input type="checkbox"/> |
| Acknowledgement of ALL addenda (if any) | | YES | <input type="checkbox"/> |
| Electronic Version of bid documents | | YES | <input type="checkbox"/> |

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

Further, the undersigned, being duly sworn, states on oath that no disclosures of ownership have been withheld from the Board, that the information provided herein is current, and Contractor and its officers and employees have not entered into



any agreement with any other Contractor or prospective Contractor or with any other person, firm or corporation relating to any prices or other terms named in this RFP or any other RFP, nor has it entered into any agreement or arrangement under which a person, firm or corporation is to refrain from responding to this RFP.

Name of Contractor: _____

Signature: _____ Printed Name: _____

Title: _____ Date: _____

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

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

(SEAL)

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



ATTACHMENT B1: CORPORATE CERTIFICATE

STATE OF _____
COUNTY OF _____

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

[signature]

[typed name]

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

(SEAL)

Notary Public

My Commission Expires:
___/___/___



ATTACHMENT B2: PARTNERSHIP CERTIFICATE

STATE OF _____
COUNTY OF _____

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

[Affiant's Signature]

Partner

Partner

Partner

Partner

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

(seal)

Notary Public

My Commission Expires:
___/___/___

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



ATTACHMENT B3: ENTITY CERTIFICATE

STATE OF _____
COUNTY OF _____

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

[signature]

[typed name]

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

(SEAL)

Notary Public

My Commission Expires:
___/___/___

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

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

STATE OF _____

COUNTY OF _____

COMES NOW, _____ (“Offeror”),
[name of Offeror]

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

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

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

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

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

2. If the Offeror is a partnership, then the Individual and Representative Affiant, together with the Individual Affiants, constitute all of the partners and any officer, agent or other person who may have represented or acted for them in bidding or proposing for or procuring the contract for the DeKalb County Board of Education Project No. N/A for Asbestos and Lead Base Paint Abatement Services (the “Project”).

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

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

This _____ day of _____, 2_____

[insert name of Offeror]

and _____
[insert name of Individual And Representative Affiant]

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

[insert title]

Individual Affiants' signatures and names:

x _____
Name:

x _____
Name:

x _____
Name:

x _____
Name:

x _____
Name:

x _____
Name:

x _____
Name:

x _____
Name:

x _____
Name:

x _____
Name:

x _____
Name:

x _____
Name:

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

Notary Public: _____ My commission expires: __/__/__.
(SEAL)

ATTACHMENT E: CONFLICT OF INTEREST DISCLOSURE AFFIDAVIT

I HEREBY CERTIFY, UNDER OATH, that

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

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

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

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

EXCEPTIONS (*fully disclose and completely explain*)

[Continued on Next Page]

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

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

Signature: _____

Printed Name: _____

Firm Name: _____

Date: _____

Sworn to and described before me this _____ day of _____

Personally known: _____

OR Produced Identification: _____

Type of Identification: _____

Notary Public – State of _____

My Commission Expires _____

Affix Notary Seal Here:



ATTACHMENT F: CONSENT TO RELEASE INFORMATION

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

This ___ day of _____, 2____.

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

By: _____

Printed name: _____

Printed Title: _____



ATTACHMENT G: VENDOR REFERENCE FORM

Offeror: _____

Project Name: **RFP 20-752-030R – Asbestos and Lead Base Paint Abatement Services**

Company Name: _____

Address, City, State, Zip Code: _____

Telephone Number: _____ Fax Number: _____

Name of Contact Person: _____ E-Mail Address: _____

References: Provide three references from agencies you have provided goods or services to in the past three (3) years, at least one reference should be a public school system.

Reference #1

Organization Name: _____ Telephone # _____

Contact Name: _____ Email Address: _____

Scope of Work Provided: _____

Project Dollar Value: _____ Present Contract Status: _____ Contract Dates: _____

Reference #2

Organization Name: _____ Telephone # _____

Contact Name: _____ Email Address: _____

Scope of Work Provided: _____

Project Dollar Value: _____ Present Contract Status: _____ Contract Dates: _____



Reference #3

Organization Name: _____

Telephone # _____

Contact Name: _____

Email Address: _____

Scope of Work Provided: _____

Project Dollar Value: _____

Present Contract Status: _____

Contract Dates: _____



ATTACHMENT H: SUSPENSION AND DEBARMENT CERTIFICATION

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

Further, by submitting this RFP, the offeror certifies that all lower tier participating individuals and/or company(s) and all respective principals of lower tier participants have not been suspended, excluded, disqualified, debarred, proposed for debarment, declared ineligible or voluntarily excluded from participation in any transaction by any federal or state department or agency and that the offeror complies with all applicable orders, rules and regulations related thereto.

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

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

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

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

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

Attachment I – Service Contractor Fixed Price Proposal

Project Name: Asbestos and Lead Base Paint Abatement Services

RFP No.: 20-752-030R

RFP Due Date: December 1, 2020

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

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

[legal name of Contractor]

[address of Contractor]

[telephone number of Contractor]

[email address of Contractor]

having carefully examined the proposed form of Standard Form of Contract for Services (the “Agreement” or the “Contract”) and the Owner’s standard forms and other Proposal Documents included or referenced in the Request for Proposals, any Addenda thereto, and the Agreement for **Project: Asbestos and Lead Base Paint Abatement Services**, proposes and agrees, if this proposal is accepted, to enter into the Agreement with the Owner and to perform the Work including all services, supervision, labor, equipment and material in conformance with the Contract Documents, in the time and for the Contract Price set forth below, and submits the following proposed Unit Price, Schedule and other matters set forth below:

| | | | |
|---|---|---|------------------------|
| | | Unless stated otherwise, unit prices to include labor, materials and disposal cost. (Asbestos and Non-asbestos disposal cost) | |
| | | | |
| | | DESCRIPTION | UNIT OF MEASURE |
| 1 | | Georgia EPD notification fees. Vendor will add to final invoice in accordance with EPD fee schedule of \$0.10 per SF/LF up to a maximum of \$1000.00. | EACH |
| | | Unit prices 2 - 42 include all labor, supplies, equipment, tools, ladders, HEPA filtration machines, decon units, disposal cost. | |
| 2 | | Full containment of floors and walls up to ceiling heights of 12 feet | Per square foot |
| 3 | | Full containment of floors and walls with ceiling heights over 12 feet | Per square foot |
| 4 | | Exterior abatement prep work for horizontal / vertical surfaces | Per square foot |
| 5 | | Interior regulated work area prep for floor covering abatement | Per square foot |
| 6 | | Interior mini enclosure work area prep | Per square foot |
| 7 | | Glove bag area prep work, floors, decon unit, etc. (excluding glove bag cost) | Per square foot |
| 8 | | Pipe insulation removal (Fittings or Straight) | |
| | a | <6" diameter up to 12 feet high | Per lineal foot |
| | b | >6" diameter up to 12 feet high | Per lineal foot |
| | c | <6" diameter over 12 ft. high | Per lineal foot |

| | | | |
|----|---|---|-----------------|
| | d | >6" diameter over 12 ft. high | Per lineal foot |
| | e | Glove bag only <6" diameter up to 12 ft. high (Includes Glove Bag) | EACH |
| | f | Glove bag only >6" diameter up to 12 ft. high (Includes Glove Bag) | EACH |
| | g | Glove bag only <6" diameter over 12 ft. high (Includes Glove Bag) | EACH |
| | h | Glove bag only >6" diameter over 12 ft. high (Includes Glove Bag) | EACH |
| 9 | | Fire doors | EACH |
| 10 | | Vessel Jacket insulation (exterior of boilers and tanks) to include removal of metal jacket to access insulation. | Per square foot |
| 11 | | Interior boiler component rope insulation, fire brick, gaskets etc. | |
| | a | Removal of asbestos component | Per cubic foot |
| | b | Disassembly of non-asbestos components | Per cubic foot |
| 12 | | Drywall /Joint compound removal to include removal of baseboard and if required door/window trim | Per square foot |
| 13 | | Removal / bagging of batt / blown-in insulation concealed by sheet rock as non asbestos waste | Per square foot |
| 14 | | Removal / bagging of batt / blown-in insulation concealed by sheetrock as asbestos waste | Per square foot |
| 15 | | Non asbestos ceiling tile removal to access asbestos pipe insulation | |
| | a | Remove and disposal (ceiling tile) as non asbestos waste | Per square foot |
| | b | Removal and replacement of same ceiling tile by abatement contractor | Per square foot |
| 16 | | Complete removal of window units with asbestos glazing 20 feet high or less | Per square foot |

| | | | |
|----|---|--|---------------------------|
| 17 | | Window/Door perimeter asbestos caulk where unit meets walls 20 feet high or less | Per lineal foot |
| 18 | | Exterior soffit where roof is not removed. Up to 20 feet high. | Per square foot |
| 19 | | Exterior soffit where roof is not removed. Over 20 feet high. | Per square foot |
| 20 | | Fascia Panel removal up to 20 ft. off ground | Per square foot |
| 21 | | Fascia Panel removal 20 ft. off ground and higher | Per square foot |
| 22 | | 1 or more layers of Asphalt shingles. Multi Layer, total area of roof multiplied by number of layers | Per square foot |
| 23 | a | Removal of commercial built up roof per layer | Per layer/Per square foot |
| | b | Removal of commercial roof vapor barrier | Per square foot |
| | c | Removal of commercial roof deck insulation | Per square foot |
| 24 | | Single Layer Asbestos Floor Tile and Mastic | Per square foot |
| 25 | | Floor Tile Adhesive Only (asbestos or non asbestos) | Per square foot |
| 26 | | Asbestos floor tile and asbestos mastic under carpet (tile stuck to carpet) | Per square foot |
| 27 | | Carpet and asbestos floor mastic under carpet (carpet contaminated with mastic) | Per square foot |
| 28 | | 2 or more Layers Floor Tile and/or Sheet Flooring including Adhesives (area x layers) | Per square foot |
| 29 | | Removal of non asbestos carpet (carpet not stuck to asbestos flooring) | Per square foot |
| 30 | | Non asbestos carpet removal over asbestos mastic | per square foot |
| 31 | | Non asbestos carpet removal and non asbestos mastic removal | per square foot |

| | | | |
|----|--|--|-----------------|
| 32 | | Roof Flashing | Per square foot |
| 33 | | Plaster Walls | Per square foot |
| 34 | | Plaster Ceilings | Per square foot |
| 35 | | Wrap / cut and remove abandoned pipe with asbestos TSI, diameter up to 6 inch | per lineal foot |
| 36 | | Sinks with black mastic coating | each |
| 37 | | Cement vent pipe removal | per lineal foot |
| 38 | | Re-Mobilization in event of General Contractor interfering with abatement schedule | Per occurrence |
| 39 | | Spot Abatement utilizing 2 workers and 1 supervisor, project duration 1/2 day or less. (5 hour shift) Includes Mobilization/de-mobilization and labor. Unit prices applied as applicable. | EACH |
| 40 | | Spot Abatement utilizing 2 workers and 1 supervisor, project duration less than 1 day but more than 1/2 day, (10 hour shift) Includes Mobilization/de-mobilization / de-mobilization and labor. Unit prices applied as applicable. | EACH |
| | | | |
| 41 | | FEE STRUCTURE FOR ADDITIONAL ITEMS (Section 7.8) | % discount |
| 42 | | HOURLY RATE FOR ADDITIONAL SERVICES (Section 7.9) | PER HOUR |
| 43 | | Non asbestos trash removal/disposal | per ton |

| | | | |
|----|--|---|----------|
| 44 | | The following labor unit prices are for projects that do not fit the unit prices listed above, such as concrete block wall demolition to access TSI or furniture moving to access floor tile for removal, and for other work not listed above. | |
| 45 | | Supervisor | PER HOUR |
| 46 | | Foreman (include overhead and profit) | PER HOUR |
| 47 | | Worker (include overhead and profit) | PER HOUR |

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

The Contractor agrees that this Proposal may not be withdrawn for a period of ninety (90) calendar days after the date and time fixed for receiving said Proposals.

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

Respectfully submitted,

_____ *[typed name of Contractor]*

By: _____ [seal]
[signature]

_____ *[typed name and title]*

_____ *[address of Contractor]*

(_____)
[business telephone number]

_____ *[date of execution]*

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

Respectfully submitted _____,
[typed name of Joint Venture]

By: _____
[typed name of Joint Venture partner]

By: _____ [seal]
[signature]

[typed name and title]

[address of Joint Venture partner]

(_____) _____
[business telephone number]

[date of execution]

By: _____
[typed name of Joint Venture partner]

By: _____ [seal]
[signature]

[typed name and title]

[address of Joint Venture partner]

(_____) _____
[business telephone number]

[date of execution]

ATTACHMENT J: IMMIGRATION AND SECURITY CERTIFICATION

If you are providing service, performing work or delivering goods to the DeKalb County Board of Education/DeKalb County School District including, but not limited to schools, warehouses and central offices, the applicable Georgia Security and Immigration Compliance documents found here must be completed, signed, notarized and submitted with your bid/proposal. Failure to provide this document with your bid/proposal will result in the disqualification of the bid/proposal.

1) Offeror/Bidder (the "Offeror") shall at all times comply with the Georgia Security and Immigration Compliance Act, as amended, O.C.G.A. § 13-10-90 et. seq.

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

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

or

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

or

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

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

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

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

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

Signature Date

EEV/Basic Pilot Program Date of Authorization
User Identification Number

Firm Name: _____

Street/Mailing Address: _____

City, State, Zip Code: _____

Telephone Number: _____

Email Address: _____

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

Notary Public

My Commission Expires: _____



ATTACHMENT K: PROPOSAL DELIVERY LABEL



DELIVER TO:

**DeKalb County Board of Education
Attn: Belinda Quillet, Procurement Manager
Sam A. Moss Service Center
1780 Montreal Road
Tucker, Georgia 30084**

SEALED PROPOSAL – DO NOT OPEN

(affix to package)

RFP No: **20-752-030R**

RFP Title: **Asbestos Abatement Services**

Due Date/Time: **December 1, 2020, no later than 2:00 PM**

Submitted by:

Vendor Name: _____

Address: _____



ATTACHMENT L: NO SUBMITTAL RESPONSE FORM

RFP Number: **20-752-030R**

DCSD Project No.: **Not Applicable**

Title: **Asbestos and Lead Base Paint Abatement Services**

If your company will not be submitting a proposal in response to this Request for Proposal, please complete this form and return or fax, prior to the RFP due date established within to:

**DeKalb County Board of Education (the "Board")
Sam A. Moss Service Center - Procurement Services
Attention: Belinda Quillet, Procurement Manager
1780 Montreal Road
Tucker, Georgia 30084-6705
Fax (678) 676-1475**

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

Company Name: _____

Contact: _____

Address: _____

Telephone: _____ Fax: _____

Email: _____

Please check reason for a "no submittal."

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

_____ Insufficient time to respond

_____ Specifications unclear (explain below)

_____ We do not offer this service or an equivalent

_____ Our schedule does not permit us to perform

_____ Unable to meet specifications

_____ Unable to meet bond requirements

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

_____ Unable to meet insurance requirements

_____ Other _____

Explanation: _____

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

**Owner's Criteria and Narrative Scope of Work
Asbestos and Lead Based Paint Abatement Services**

A. Asbestos Abatement Specifications

1. All ACM generated from the site must be properly deposited in a NESHAP landfill.
2. Asbestos shipment records should include date, quantity of material delivered, signature of authorized landfill representative and name of waste transporter.
3. Vendor is responsible for meeting all notification and requirements set by the Environmental Protection Agency (EPA), Occupational Safety and Health Administration (OSHA), and/or Environmental Protection Division (State of Georgia).
4. When ACM removal is in progress, the vendor shall:
 - a. Adequately wet all ACM exposed during cutting or disjoining operations and/or during stripping using the "Wet Method" procedures
 - b. Contain ACM in leak-tight wrapping;
 - c. All ACM removal both friable and non-friable, Class I, II, & III must be conducted in a regulated area, (under full containment and negative pressure);
5. Work area shall be prepared by vendor for a final air clearance. Clearance testing will be performed by a third party to a level no less than 0.01 F/cc using Phased Contrast Microscopy (PCM) and 70 structures/mm using Transmission Electron Microscopic (TEM) Analysis.
6. Costs for the original clearance testing will not be part of this proposal however the vendor is responsible for any necessary re-testing brought about by failure of the original clearance test.
7. All critical barriers and negative air must be maintained until permission is given by DCSD project managers and owners representatives.
8. **Regulatory Compliance.** The vendor shall comply with the requirements, policies and practices specified by:
 - a. 40 CFR Part 61 National Emissions for Hazardous Air Pollutants (NESHAP);
 - b. 29 CFR 1926.1101-OSHA Construction Industry Asbestos Standard;
 - c. Any and all other applicable federal, state and local regulations.

B. Lead-Based Paint (LBP) Abatement Specifications

1. All LBP debris from the abatement activities must be generated from the site must be properly deposited in a construction and demolition landfill accepting residential lead-based paint waste.
2. Records should include date, quantity of material delivered, signature of authorized landfill representative and name of waste transporter.
3. Prior to the LBP Abatement process, the vendor shall:
 - a. Conduct a confirmatory paint test to confirm the presence of LBP. Vendor shall utilize EPA approved X-ray fluorescence (XRF) testing standards.
 - b. Provide a written action plan for the LBP abatement and/or interim controls.
4. All critical barriers and negative air must be maintained until permission is given by DCSD project managers and owners representatives.
5. When LBP Abatement is in progress, the vendor shall conduct appropriate air monitoring procedures to prevent dust and debris from leaving work area.
6. Work area shall be prepared by vendor for a final air clearance.
7. Clearance testing will be performed by a third party however the vendor is responsible for any necessary re-testing brought about by failure of the original clearance test.

- 8. Regulatory Compliance.** The vendor shall comply with the requirements, policies and practices specified by:
- a. EPA's Toxic Substances Control Act (TSCA), Residential Lead-Based Paint Hazard Reduction Act of 1992 (Title X), Clean Air Act (CAA), Clean Water Act (CWA), Safe Drinking Water Act (SDW A), Resource Conservation and Recovery Act (RCRA), and Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) among others.
 - b. Any and all other applicable federal, state and local regulations.

APPENDIX E

STANDARD FORM OF CONTRACT

FOR SERVICES

(NON-STATE CAPITAL OUTLAY PROJECTS)

BETWEEN THE

DEKALB COUNTY SCHOOL DISTRICT

AND THE SERVICE CONTRACTOR

Service Contractor: _____

Project Name: Asbestos and Lead Base Paint Abatement Services

Address: _____

RFP No.: 20-752-030R

Description Abestos and Lead Base Paint Abatement Services

Cost Code: _____

CONTRACT FOR SERVICES

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

The performance period for the Agreement is one (1) year from the effective date. In addition to the base period of one (1) year, there are four (4) one-year optional renewal terms (each a "Renewal Term") to be exercised at the sole discretion and approval of the DeKalb County School District. Additionally, as required by O.C.G.A. § 20-2-506, this Contract shall terminate absolutely and without further obligation on the part of DeKalb County School District at the close of the calendar year in which it was executed and at the close of each succeeding calendar year for which it may be renewed, but shall be automatically renewed for each subsequent calendar year during the term unless DeKalb County School District terminates the agreement by providing **Service Contractor** with thirty (30) days advance notice of termination prior to the end of the calendar year, subject to the other termination methods available to the owner herein.

The Contract Documents consist of:

- a. This agreement (Contract for Services);
- b. Request for Proposal (RFP) No. 20-752-030R (**Exhibit A**);
- c. The Service Contractor's Proposal to the above-numbered RFP, including pricing, and any applicable Scope of Services and any applicable Payment and Payment Terms Schedule attached except that objections or amendments by a Service Contractor that have not been explicitly accepted by DeKalb County School District in writing in this agreement shall not be included in the Contract Documents or this agreement and shall be given no weight or consideration; (**Exhibit B**);
- d. Board Directive Signed by the Superintendent and dated _____ (**Exhibit C**); and
- e. Notice of Award dated _____ (**Exhibit D**).

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

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

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

hereto as **Exhibit A**;

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

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

ARTICLE 1

PARTIES TO THE CONTRACT

The Owner's address and its contact person are:

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

Attention: Noel Maloof, Deputy Chief Operations Officer

Phone: 678-676-1376
Fax: 678-676-1475

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

Attention: _____
Phone: _____
Fax: _____

ARTICLE 2

PROGRAM AND SCOPE OF SERVICES

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

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

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

2.3 The Service Contractor shall provide the Owner the following Services with respect to the Program: _____

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

ARTICLE 3

SCHEDULE

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

ARTICLE 4

COMPENSATION

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

ARTICLE 5

WORKING RELATIONSHIP

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

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

5.3 For purposes of safety and otherwise, the Service Contractor, at all times, shall ensure its ability to thoroughly and clearly communicate, in any and all necessary languages, with the Owner representative and with the Service Contractor's employees, agents, representatives,

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

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

ARTICLE 6

INVOICING AND CONTRACT PRICE

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

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

ARTICLE 7

CANCELLATION OR TERMINATION BY OWNER

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

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

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

ARTICLE 8

INDEPENDENT CONTRACTOR

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

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

ARTICLE 9

DUTIES, OBLIGATIONS AND RESPONSIBILITIES OF THE CONTRACTOR

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

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

ARTICLE 10

RESPONSIBILITY FOR SERVICES

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

10.2 If Services performed by the Service Contractor fail to meet the standards set forth in Paragraph 10.1, the Owner may elect to have the Service Contractor re-perform, or cause to be re-performed, at no cost to the Owner any of the Services which fail to meet said standards

where: (i) such failure appears during the performance of the Service Contractor's Services or within one year from the date of completion of the Service Contractor's Services, and (ii) the Owner notifies Service Contractor of any such failure within sixty (60) days of the time that the failure becomes apparent. This Paragraph 10.2 shall not be interpreted to limit the right of the Owner to pursue and obtain any and all other remedies against the Service Contractor at law or in equity.

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

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

10.5 OWNER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED.

ARTICLE 11

OWNERSHIP OF WORK PRODUCT

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

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

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

ARTICLE 12

ACCOUNTING AND RECORDS

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

ARTICLE 13

COMPLIANCE WITH LAWS

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

ARTICLE 14

EQUAL EMPLOYMENT OPPORTUNITY

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

ARTICLE 15

CONTINGENCY FEES

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

ARTICLE 16

SUBCONTRACTORS

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

16.2 All of the Service Contractor's Subcontractors shall be directly responsible to Service Contractor and shall be under the Service Contractor's direct supervision. The Service Contractor shall be as fully responsible and accountable to the Owner for the acts and omissions of its Subcontractors and of persons either directly or indirectly employed by Subcontractors in the performance of Services under this Contract as the Service Contractor is for the acts and omissions of persons it directly employs. Other than the Owner being a third-party beneficiary to

any agreement between the Service Contractor and its Subcontractors, no other contractual relationship between Owner and any subcontractor is created by any provision contained in this Contract.

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

ARTICLE 17

SUCCESSORS AND ASSIGNS

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

ARTICLE 18

INSURANCE

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

18.2 The insurance requirements of this Contract are:

| Type of Insurance | Coverage Limits |
|---|--|
| Worker's Compensation | \$1,000,000 |
| 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 |
| Contractors Pollution Liability and/or Asbestos Pollution Liability and/or Errors and Omissions | \$2,000,000 annual aggregate |

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

ARTICLE 19

TERMINATION FOR CAUSE

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

ARTICLE 20

INDEMNIFICATION

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

ARTICLE 21

CONTRACT ADMINISTRATION

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

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

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

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

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

ARTICLE 22

FORCE MAJEURE

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

ARTICLE 23

CAPTIONS

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

ARTICLE 24

ENTIRE AGREEMENT

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

ARTICLE 25

MISCELLANEOUS

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

25.2 Any claim, dispute or other matter in question arising out of or related to this Contract shall be subject to mediation as a condition precedent to the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Service Contractor's services, the Service Contractor may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation. The Owner and Service Contractor shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to this Contract and with the American Arbitration Association. The request may be made concurrently with the filing of a civil action but, in such event, mediation shall proceed in advance of legal or equitable proceedings, which may be stayed pending mediation for a period

of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or a court order. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Program is located, unless another location is mutually agreed upon. Subject to the express approval of the DeKalb County Board of Education, agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

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

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

OWNER:

SERVICE CONTRACTOR:

DEKALB COUNTY BOARD OF EDUCATION

[Typed Name]

By: _____
[Signature]

By: _____
[Signature] [SEAL]

Mr. Marshall Orson, Chairman
[Printed Name, Title]

[Printed Name]

By: _____
[Signature]

[Printed Title]

Mrs. Cheryl Watson-Harris
[Printed Name]

Superintendent
[Printed Title]

[Printed Address]

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

[Date of Execution]

[Date of Execution]

Noel Maloof, Deputy Chief Operations Officer

EXHIBIT "A"

EXHIBIT "B"

EXHIBIT "C"

EXHIBIT "D"

EXHIBIT "E"

CONTRACTOR AFFIDAVIT

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

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

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

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

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

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

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

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

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

EEV/Basic Pilot Program User Identification Number

Date of Authorization

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

Company Name / Contractor Name

Date

BY: Signature of Authorized Officer or Agent

Date

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

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

Notary Public
My Commission Expires: _____

EXHIBIT "F"

SUBCONTRACTOR AFFIDAVIT

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

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

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

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

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

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

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

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

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

EEV/Basic Pilot Program User Identification Number

Date of Authorization

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

BY: Authorized Officer or Agent

Date

(Subcontractor Name)

Title of Authorized Officer or Agent of Subcontractor

Printed Name of Authorized Officer or Agent

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

Notary Public
My Commission Expires: _____

EXHIBIT "G"

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

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

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

_____/_____
Signature Printed Name Title

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

Firm Name: _____

Street/Mailing Address: _____

City, State, Zip Code: _____

Telephone Number: _____ / email: _____

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

Notary Public

My Commission Expires: _____



APPENDIX F: SUBCONTRACTOR AFFIDAVIT OF NONCOLLUSION

STATE OF _____
COUNTY OF _____

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

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

_____, hereinafter referred to as the "Subcontractor";

(2) He or she is fully informed respecting the preparation and contents of the Subcontractor's Bid/Proposal submitted by the Subcontractor to _____, the Contractor for certain work in connection with providing Asbestos and Lead Base Paint Abatement Services.

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

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

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

Signed: _____

Title: _____

(SEAL)

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

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