



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

**Request for Proposals (RFP) No. 24-752-037**

**For**

**THIRD PARTY COMMISSIONING SERVICES**

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

**Solicitation Timeline Summary (dates are subject to change)**

EVENT	DATE(S)	TIME	LOCATION
Solicitation Opens	June 27, 2024		<a href="http://dekalbschoolsga.ionwave.net">http://dekalbschoolsga.ionwave.net</a>
<b>Virtual Mandatory Pre-Proposal Conference</b>	<b>July 9, 2024</b>	<b>10:00 AM</b>	<b>Via TEAMS</b>
<b>Mandatory Site Visits</b>	<b>Not Applicable</b>	<b>N/A</b>	<b>Not Applicable</b>
Final Questions Due	July 17, 2024	2:00 PM	<a href="mailto:dcsd-op-bidquestion@dekalbschoolsga.org">dcsd-op-bidquestion@dekalbschoolsga.org</a>
Final Addendum	July 24, 2024	2:00 PM	<a href="http://dekalbschoolsga.ionwave.net">http://dekalbschoolsga.ionwave.net</a>
<b>Proposal Due Date &amp; Time</b>	<b>August 1, 2024</b>	<b>2:00 PM</b>	<b><a href="http://dekalbschoolsga.ionwave.net">http://dekalbschoolsga.ionwave.net</a></b>
Public Acknowledgement	August 5, 2024	5:00 PM	<a href="http://dekalbschoolsga.ionwave.net">http://dekalbschoolsga.ionwave.net</a>
Selection Committee Evaluation	August 5-9, 2024		
Anticipated Board Review and Approval	October 7, 2024		
Anticipated Notice of Award	October 14, 2024		
Anticipated Notice to Proceed	November 2024		

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**Owner's Standard Forms:**

- Attachment A: Commissioning Authority Checklist and Certification (2 pages)
- Attachment B1: Corporate Certificate (1 page)
- Attachment B2: Partnership Certificates (1 page)
- Attachment B3: Entity Certificate (1 page)
- Attachment C: Subcontractor Listing (1 page)
- Attachment D: Offeror's and Individuals' Affidavit of NonCollusion (2 pages)
- Attachment E: Conflict of Interest Disclosure Form (2 pages)
- Attachment F: Consent to Release Information Form (1 page)
- Attachment G: Not Applicable
- Attachment H: Suspension and Debarment Certification (1 page)
- Attachment I1: Price Sheet Sample Project #1-140,000 Square Feet (2 pages)
- Attachment I2: Price Sheet Sample Project #2-300,000 Square Feet (2 pages)
- Attachment I3: Price Sheet Sample Project #3-450,000 Square Feet (2 pages)
- Attachment I4: Price Sheet Champion Theme School (2 pages)
- Attachment I5: Price Sheet Nancy Creek Facility (2 pages)
- Attachment J: Immigration and Security Certification (2 pages)
- Attachment K: No Submittal Response Form (1 page)

**Owner's Appendices:**

- Appendix A: Owner's Criteria and Narrative Scope (6 pages)
- Appendix D: DCSD 2023-2024 and 2024-2025 School Calendar
- Appendix E: Continuing Contract for Professional Services
- Appendix F: Subcontractor Affidavit of NonCollusion

**Owner's Exhibits:**

- Exhibit A: Champion Theme School Plans Issued for Bid (189 pages)
- Exhibit B: Champion Theme School Project Manual (826 pages)
- Exhibit C: Nancy Creek Facility Plans Issued for Bid (93 pages)
- Exhibit D: Nancy Creek Facility Project Manual (820 pages)
- Exhibit E: Nancy Creek Architect Addendum No. 2 (4 pages)

I.

**ADVERTISEMENT FOR SEALED PROPOSALS  
THIRD PARTY COMMISSIONING SERVICES**

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Proposals will be received electronically on the DeKalb County School District (“Owner”) website at <https://dekalbschoolsga.ionwave.net> until **2:00 p.m. local time on Thursday, August 1, 2024**, for **RFP No. 24-752-037, Third Party Commissioning Services**. The Owner shall not consider late proposals.

**SCOPE OF SERVICES**

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

Request for Proposal (“RFP”) documents will be available **Thursday, June 27, 2024**, and may be obtained from the DeKalb County Board of Education website at <https://dekalbschoolsga.ionwave.net>.

**VIRTUAL MANDATORY PRE-PROPOSAL CONFERENCE**

A **virtual mandatory** Pre-Proposal Conference will be held via TEAMS at **10:00 a.m. local time on Tuesday, July 9, 2024**. Prospective bidders must provide the following information by **5:00 PM, EST on Monday, July 8, 2024**:

1. Individual Name and Title
2. Company Name
3. Telephone Number
4. Email Address

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

**SCHEDULE FOR SELECTION (dates are subject to change)**

Virtual Mandatory Pre-Proposal Conference*	July 9, 2024 @10:00 am
Final Questions Due	July 17, 2024 not later than 2:00 pm
Final Addendum Issued (if necessary)	July 24, 2024 not later than 2:00 pm
Proposals Due	August 1, 2024 not later than 2:00 pm
Public Acknowledgement	August 5, 2024 not later than 5:00 pm
Anticipated Board Review and Approval	September 9, 2024

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

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

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

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

## II. DEFINITION OF TERMS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### III. **BACKGROUND**

DeKalb County School District currently enrolls about 93,000 students (October 2022) in 138 schools/programs: 118 neighborhood schools, 12 choice and specialty schools/programs (magnet, theme, special needs, etc.), and 8 DCSD-sponsored charter schools (that are operated by others). The district owns 157 facilities: 130 school facilities, 5 support facilities, 5 stadiums, 11 vacant facilities or sites, and 8 properties leased to charter schools or other organizations. With over 15 million in building gross square footage, and 15,400 employees, DeKalb is the third largest system in the State of Georgia (in terms of students), with the largest number of school facilities in the State.

Since 1997, the Owner has utilized Education SPLOST (Special Purpose Local Option Sales Tax) funds as the primary funding source for its capital improvement programs (CIP). On November 3, 2021, the DeKalb County voters approved the Owner's sixth E-SPLOST program. It is anticipated that approximately \$742 million will be available to fund the district's 2022-2027 Capital Improvement Program through the utilization of the approved E-SPLOST funds, in conjunction with the State of Georgia's Capital Outlay Program.

A copy of the CIP Summary and more detailed information regarding the CIP can be obtained on the district's website at [www.dekalbschoolsga.org/e-splost/](http://www.dekalbschoolsga.org/e-splost/)

### IV. **PURPOSE**

The purpose of this RFP is to solicit proposals from qualified firms to provide professional building commissioning services for various school construction projects.

The scope of work for the RFP includes full professional building system commissioning services for various DCSD projects which will be identified upon successful completion of this solicitation and award of a contract.

The district reserves the right to award more than one contract to facilitate commissioning services for more than one project simultaneously.

### V. **COMMUNICATIONS WITH DCSD STAFF**

The assigned contact persons for this RFP are Belinda Quillet, Procurement Manager and Angela Arlene-Myrick, Procurement Specialist, for the Operations Division. Mrs. Quillet can be reached at 678-676-1373 or by email at [belinda\\_quillet@dekalbschoolsga.org](mailto:belinda_quillet@dekalbschoolsga.org). Mrs. Myrick can be reached at (678) 676-1554 or by email at [angela\\_arlene-myrick@dekalbschoolsga.org](mailto: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 the Procurement Manager at [dcsd-op-bidquestion@dekalbschoolsga.org](mailto:dcsd-op-bidquestion@dekalbschoolsga.org). **Questions submitted to any other mailbox, voice mail or email address will not be considered for response.** The deadline for receipt of vendor questions is **Wednesday, July 17, 2024, at 2:00 p.m.** Questions received after the deadline time will not be considered. Questions received by the deadline time will be answered in writing and posted to the website <http://www.dekalbschoolsga.ionwave.net> no later than **Wednesday, July 24, 2024, at 2:00 p.m.** No response other than written, by the Procurement Manager, will be binding upon DCSD.

## **VIII. GENERAL TERMS AND CONDITIONS**

### **A. Respondent Performance**

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

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

### **B. Addendums**

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

### **C. Non-Discrimination**

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

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

### **D. Drug-Free Workplace**

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

### **E. Smoke-Free Workplace**

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

**F. Costs Incurred**

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

**G. Insurance**

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

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

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

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

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

#### H. Indemnification

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

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

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

#### I. Illegal Immigration Reform and Enforcement Act of 2011

The Illegal Immigration Reform and Enforcement Act of 2011 applies to and is a requirement for all DeKalb County School District solicitations for physical performance of services (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 Master Agreement for Third Party Commissioning Services between the DeKalb County Board of Education and the Service Contractor, which specifically outlines the contractual responsibilities. All responders should thoroughly review the documents prior to submitting a proposal. **Any proposed revisions to the terms or language of this document must be submitted in writing during the question-and-answer period of the solicitation.** Since proposed revisions may result in a proposal being rejected if the revisions are unacceptable to the DeKalb County School District, responders should review any proposed revisions with an officer of the Firm having authority to execute the contract. No alterations can be made in the contract after award by the DeKalb County School District.

**O. Permits and Applicable Law**

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

**P. Suspension and Debarment**

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

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

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

**Q. Non-Collusion**

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

**R. Conflict of Interest**

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

**S. Confidentiality and Non-Disclosure**

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

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

**T. Business License**

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

**U. Rights Reserved**

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

**V. Taxes**

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

**W. Respondent Failure**

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

**X. Georgia Open Records Act**

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

**Y. No Assignment of Award**

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

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

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

**IX. PROJECT DESCRIPTION**

Projects that are intended to receive Commissioning services are as follows:

**PROJECT #1**

New School Construction - approximately 140,000 square feet.

**PROJECT #2**

New School Construction - approximately 300,000 square feet.

**PROJECT #3**

New School Construction - approximately 450,000 square feet.

**PROJECT #4**

Champion Theme Middle School: Major Building System Replacement (Mechanical/ Electrical)

**PROJECT #5**

Nancy Creek Facility: Major Building System Replacement (Mechanical/Electrical)

All projects will have sufficient design documentation available to allow for development of and implementation of a Commissioning Plan by the successful Commissioning Authority.

## X. GENERAL SCOPE OF WORK

The district intends to engage an independent Commissioning Authority to ensure that all energy-related and other building systems installed are in accordance with the contract documents, performing per the design intent and provide documented confirmation that the new facility systems fulfill the operational, functional, and performance requirements of the district, and that District Facilities staff has adequate system documentation and training for the selected construction project(s). The Commissioning Authority will coordinate and oversee functions related to equipment startup, system performance, testing and balancing, control system calibration, construction and system documentation, and training as per the Owner's Project Requirements and this document, which-ever is more stringent.

It is expected that the Commissioning Authority will follow ASHRAE Guideline 0-2013 and ANSI/ASHRAE/IES Standard 202-2018 "Commissioning Process for Buildings and Systems." These will serve as the backbone of the Commissioning process. Standard 202 will "provide the procedures, methods and documentation requirements for each activity for project delivery, from predesign through occupancy and operations." Commissioning Authority shall provide guidance on how to substantiate and document the success of meeting criteria in the Owner's Project Requirements.

The Commissioning Authority will serve as a key member of the Owner's Project team working in concert with the Owner, architect of record, project manager, builder (likely CMAR), and sub-contractors in tracking, troubleshooting, and resolving issues that may arise. The commissioning team shall be led by a qualified, registered professional engineer eligible for registration in Georgia who will serve as the point of contact for the duration of the project and be actively involved in review & oversight of all aspects of the commissioning process. This person shall evaluate trends both at startup and post occupancy to ensure the systems are properly functioning. The commissioning team shall make suggestions as to operating parameters (post occupancy) to provide for optimum operation. The team shall have experience in commissioning zero energy buildings and/or buildings that have a target design EUI that the building must perform to.

### General Services

The following generally highlights the services that the Commissioning Authority its sub-consultants will be required to perform:

#### **A. Equipment and Systems to Commission**

1. The specific equipment and systems that shall be commissioned include:
  - HVAC Systems in their entirety (full sampling required but not during functional testing)
  - HVAC Controls Systems in their entirety (full sampling required but not during functional testing)
  - Plumbing Systems in their entirety (full sampling required but not during functional testing)
  - Electrical Power Systems in their entirety (full sampling required but not during functional testing)

- Metering devices including measurement and data collection.
- Lighting Control Systems including occupancy/vacancy sensors must be tested in their entirety.
- Automated solar shading devices and controls (full sampling required but not during functional testing).
- Integrated fire protection and life safety systems to ensure the proper operation and inter-relationship between systems.
- Building envelope systems to help ensure against bulk water intrusion, water infiltration, and air infiltration.

## **2. Duties and Responsibilities**

The following tasks will be accomplished by the Commissioning Authority to provide Commissioning during the project:

### Pre-design & Design Phase

1. Participate in the Integrated Design Process (IDP) during all phases of design.
2. Coordinate and supervise the Commissioning work during design.
3. Review and comment on the Owner's Project Requirements (OPR).
4. Maintain the OPR through the design process for the owner and modify it as directed by the owner through the Owner's Representative.
5. Review the Basis of Design (BOD) and design documentation prepared by the design professionals and provide a report to the Owner of any discrepancies with the OPR and the commission ability of the proposed design.
6. Prepare Commissioning specifications for the construction bid documents for all systems and equipment that are to be commissioned.
7. Have the Commissioning specifications approved by the A/E team and included in the A/E construction specifications.
8. Prepare the Commissioning Plan.
9. Attend up to fourteen (14) Project Team review meetings to coordinate and collaborate with the project team and discuss comments on plans and specifications.
10. Review bids and contractor/subcontractor pricing associated with Commissioning activities and submit evaluations to the Owner.

### Construction Phase

1. Conduct a kickoff meeting with the Construction Manager and subcontractors to discuss Commissioning scope, plan, and schedule.
2. Coordinate the Commissioning work with the Construction Manager to ensure that Commissioning activities are being scheduled into the master schedule.
3. Continue to update schedule and commissioning plan, and coordinate throughout construction with Construction Manager and subcontractors.
4. Submit final Commissioning Plan for construction with coordination and activities for review by the project team, and update commissioning plan as necessary.
5. Review all commissioned system shop drawings for commission ability.
6. Prepare pre-functional checklists to document installation.

7. Prepare draft functional tests for equipment and systems.
8. Submit test procedures to Designers and Contractors for review and comment on compliance with the Design Intent, appropriateness for startup, operations, and personnel/systems safety.
9. Based on the comments received, prepare final pre-functional and final functional test procedures for the equipment and systems, to include documentation formats for all commissioned equipment and systems.
10. Review completed copies of factory or contractor provided pre-start up and start up test forms
11. Review and approve Testing, Adjusting, Balancing (TAB) execution plan.
12. Review Requests for Information (RFIs) and changes for impacts on commissioning.
13. Perform twelve (12) on-site inspections and document each with a field observation report within two (2) days of the site visit.
14. Attend twelve (12) on-site meetings for review of progress, coordination, and issues resolution.
15. Maintain a deficiency log of any items found to be a problem, poorly installed, or a discrepancy and keep updated throughout commissioning activities as to status, actions taken and resolution of the issues. Distribute the deficiency log at least every two (2) weeks or make available online to all project team members (any cost associated with the online access is the responsibility of the Commissioning Authority).
17. Coordinate and supervise commissioning deficiency corrections.
18. Hold construction phase commissioning meeting in conjunction with on-site meetings.
19. Observe first pre-functional test of each type of system, including mechanical, controls, electrical, and specialty systems.
20. Obtain pre-functional checklists from Constructor with sign-offs that the systems have been checked out.
21. Observe TAB, including 25% check of diffusers, grilles, hoods, terminal devices, and equipment testing, and document findings.
22. Review TAB report.
23. Orchestrate the execution of the functional performance tests (FPTs). The Construction Manager is responsible for conducting the tests, but the Owner expects the Commissioning Authority to be present and to document all functional performance tests. Functional testing shall include operating the system and components through each of the written sequences of operation.
24. Provide troubleshooting to assist in resolving control problems, as they are uncovered.
25. Keep a detailed log of testing for each piece of equipment. The log will document and maintain a record of each test including the associated equipment/system, the final status of the test and any issues identified and their resolution.
26. During testing, maintain a deficiency log of any items found to be a problem, poorly installed, or a discrepancy. Provide the log and test results to the owner, and GC with recommended actions in a timely manner (no more than two days after the test).
27. Coordinate retesting as necessary. One retest for each type of equipment will be provided as part of normal checkout. If the Commissioning Authority has documented the necessary pre-test requirements to the Contractors in advance of the test, then more than one retest will be considered work outside the normal scope of work.

28. Attend weekly meetings while on-site for functional testing.

Close-out Phase

1. Complete online sustainability forms associated with Fundamental Commissioning and upload all supporting documents, either as indicated on the form or requested by particular certification staff sufficient to earn this prerequisite.
2. Within two (2) weeks of the completion of Construction Phase commissioning services, prepare a Final Commissioning Report in electronic format (i.e., PDF) that is searchable, is appropriately bookmarked, and has hyperlinks to associate equipment to issues, checklists and tests. The report shall include an executive summary, list of participants and roles, brief building description, and the following sections at a minimum:
  - a. Equipment Summary including asset information
  - b. Design Review Reports
  - c. Submittal Review Reports
  - d. Field Observation Reports
  - e. Completed Pre-functional Checklists
  - f. Passed Functional Performance Test Results
  - g. TAB Report
  - h. Complete Deficiency Log sorted by Discipline
  - i. Open Deficiency Log sorted by Discipline
3. Prepare Facilities Requirements and Operations and Maintenance Plan that contains the information necessary to operate the building efficiently. The plan shall include the following:
  - a. As-built sequence of operations
  - b. Building occupancy schedule
  - c. Equipment run-time schedules
  - d. As-built setpoints for all HVAC equipment
  - e. Design lighting levels for each space in the building
  - f. Minimum outdoor air requirements for each system
  - g. Systems narrative describing the mechanical and electrical systems and equipment
  - h. Preventive maintenance plan for building equipment described in the systems narrative
  - i. Commissioning program that includes periodic commissioning requirements, ongoing commissioning tasks, and continuous tasks for critical systems.
4. Provide a COBie-compliant file containing all of the commissioned equipment with the following asset information at a minimum:
  - a. Equipment Identification Tag
  - b. Associated System
  - c. Location (Room Name, Room Number, Floor)
  - d. Manufacturer
  - e. Model Number
  - f. Serial Number
  - g. Warranty Start Date
  - h. Associated Electrical Panel
    - i. Internal Motor Data, where applicable
    - i. Motor Manufacturer

- ii. Motor Model Number
- iii. Motor Serial Number
- iv. Motor Horsepower
- v. Motor Frame Size
- vi. Motor RPM
- j. Filter Type, Size and Quantity, where applicable
- k. Belt Size and Quantity, where applicable.

The Owner will spot-check the accuracy of the data provided in the COBie file. If found to be incorrect, the Commissioning Authority shall re-verify the asset information for all the commissioned systems and equipment and provide an updated and correct file to the Owner.

## **XI. PROPOSAL SUBMISSION REQUIREMENTS**

- A. A **virtual mandatory** Pre-Proposal Conference will be held via Microsoft Teams at **10:00 a.m. EST** on **Tuesday, July 9, 2024**. Prospective bidders must provide the following information by **5:00 PM, EST** on **Monday, June 24, 2024**:

1. Individual Name and Title
2. Company Name
3. Telephone Number
4. Email Address

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

- B. Proposals must be received electronically at the website <https://dekalbschoolsga.ionwave.net>, no later than **Thursday, August 1, 2024 at 2:00 PM** local time.

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

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

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

C. The Offeror's electronic proposal shall be submitted in the following order and format:

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

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

### 2.1 Firms Overview

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

address of the principals of each joint venture partner; and the percentage of interest of each joint venture partner 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.

#### 2.4 Financial Information (Y/N):

- 2.4.1 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.

#### 2.5. Litigation/Capacity/Convictions Information (Y/N):

- 2.5.1 Identify and briefly discuss any instances in the past five (5) years where your contract was terminated, with or without cause. Provide Owner name, project name and Owner Project Representative Name and Number. For joint ventures responding to this RFP, provide the above information as it pertains to the joint venture and for each partner or entity creating said joint venture. If there is no failure or failures to complete a contract, please include a statement that the Firm has never failed to complete a contract or contracts or have defaulted or have been declared in default on any contract.
- 2.5.2 **Capacity:** Based on your current workforce and staffing in addition to the number of projects your firm currently has under contract or in negotiation, please demonstrate your firm's capacity to complete this project. Describe any claims, mediation, litigation, arbitration or other form of dispute resolution filed by or against your company regarding K-12 projects (and, in the case of a joint venture, by or against any partner in the joint venture) in the past five (5) years, including case name, number, location of court or arbitration. This list shall also disclose any failure or failures to complete a contract, or contracts, and any instances of having defaulted or having been declared to be in default, on any contract or contracts.
- 2.5.3 **Convictions:** Include a statement as to whether or not the FIRM (and in the case of a joint venture, each of the partners in the joint venture) or any of its officers has been convicted or entered a guilty plea (or plea of nolo contendere) in any court within the two (2) years prior to the date of application **of a violation of any State or Federal statute concerning competitive bidding or competitive proposals or the restraint of trade.**

#### **D. INITIAL SCREENING**

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

Major consideration will be given to the successful completion of commissioning services for projects which are comparable in size, scope and complexity. This will include evaluating the commissioning firm's performance and quality of work on previous projects. The firm's demonstration of commissioning experience with large K-12 construction/modernization programs is highly desired.

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

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

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

The firm shall name the actual key staff to be assigned to this Project, describe their ability and experience, and indicate the function of each within their organization and their proposed role on this Project.

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

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

1. Name and Title
2. Job Assignment for other projects.
3. How many years with this firm. For sub-consultants, list prior projects your firm has worked on with sub-consultant.
4. How many years with other firms.
5. Experience including types of commissioning projects, size of projects (dollar value and square footage of project), and specific project involvement.
6. Education
7. Credentials. This should include all active registrations, certifications, and licenses.
8. If submitting as a joint venture or partnership, include the assigned staff for the joint venture or partnership and indicate which of the joint ventures or partners employs the staff member.
9. The firm shall provide the required services that it intends to subcontract, if any, providing:
  - a. Reasons for subcontracting,
  - b. Proposed subcontractor responsibilities, and
  - c. Identity of proposed subcontractors including location, relevant personnel and project experience, previous project use as a subcontractor, and any other relevant supporting information.

3. **Management Plan (15 points)**

- B. The firm shall provide a detailed narrative of the management approach and plan that will be used for the Project. The firm should identify any unique experience, qualifications, techniques, and approaches that will best support and be used to achieve the Project objectives.
- C. The following issues should be addressed:
  - i. Pre-design & Design Phase coordination
  - ii. Preconstruction Phase coordination
  - iii. Construction Phase Commissioning management
  - iv. Close-out Phase (including 12-month
  - v. warranty period)
  - vi. Building Envelope Commissioning
  - vii. Prepare Facilities Requirements and Operations & Maintenance Plan
  - viii. COBie-compliant Database development

4. **Fee Structure (30 points)**

- A. The Proposer shall provide a project pricing sheet that identifies all pricing elements discussed in the proposal to accomplish the Owner's requirements. A fee shall be proposed in the form of a lump sum price for the total Third Party Commissioning services with a breakdown of the price per the provided Fee Calculation Price Sheets.
- B. The Proposer shall provide a list of each position anticipated to be utilized in the program, a description of duties associated with that position along with the hourly billable rates. The positions listed should match those which were identified in the Proposed Project Team noted above in Section XI, D.2.
- C. The Owner is exempt from all state sales tax and Federal Excise Tax. These taxes shall not be included in the proposals. However, in the event taxes are required by state or federal law for the services or products outlined in this proposal, such taxes shall be the sole responsibility of the Offeror unless otherwise stated in writing and agreed to by the Owner.
- D. The Price Proposal Form shall be utilized to develop Appendix E to the Owner's Master Agreement for Program Services, pursuant to Article 4 thereof.
- E. The Owner is exempt from all state sales tax and Federal Excise Tax. These taxes shall not be included in proposals. However, in the event taxes are required by state or federal law for the services or products outlined in this proposal, such taxes shall be the sole responsibility of the Offeror unless otherwise stated in writing and agreed to by the Owner.
- F. The Fixed Price Proposal Form shall be utilized to develop Appendix E to the Owner's Master Agreement for Program Services, pursuant to Article 4 thereof.

**XII. INTERVIEWS AND PRESENTATION:**

1. The short-listed firms shall be invited for interviews before the Proposal Evaluation Committee (PEC).
2. The PEC shall schedule a separate interview for each short-listed firm. As part of its interview, and at the Selection Process Facilitator's discretion, each firm shall make a short oral presentation.
3. After the PEC has interviewed all the short-listed firms, the PEC shall reconvene for the PEC members to discuss the interviews and review each presentation. At the end of this discussion, PEC members shall use the Presentation Evaluation Form (**Exhibit A**) to record their evaluation of each short-listed firm, and then submit the Presentation Evaluation Forms to the Selection Process Facilitator.
4. The Selection Process Facilitator shall combine the evaluation scores submitted by all PEC members and determine the PEC's ranking of the short-listed firms based upon the total scores assigned to each firm for the presentation stage. If the ranking results in a tied score for the number one or number two ranked firms, additional information shall be requested from the tied firms and presented to the committee. The committee will score the firms based on the responses to the additional information.
5. The Selection Process Facilitator shall submit the highest ranked firm recommended by the PEC to the COO for approval. The COO, in his or her sole discretion, shall either accept the results of the PEC's ranking recommendation and forward it to the Board of Education for approval or reject the results of the ranking recommendation. If the COO accepts the ranking

recommendation, the approval and negotiation process continue as noted below. If the COO rejects the results of the ranking recommendation, he or she, in his or her sole discretion, shall proceed with any of the following methods: directing the PEC Selection Process Facilitator to recommence the selection and ranking process at whatever stage the COO deems appropriate, pursuing the project by any other alternative method permitted under Georgia law; or abandoning the project all together. If the COO elects to pursue the project through an alternative method or abandon the project all together, DCSD shall provide public notice of that decision.

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

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

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

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

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

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

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

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

**b. Overall Approach, Methodology and Third Party Commissioning (35 points):**

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

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

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

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

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

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

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

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

Value engineering

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

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

**XIII. 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

Third Party Commissioning Services The evaluation factors that will be employed, and their relative importance, are identified in Section XI, D..

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

The Owner reserves the right to reject any or all Proposals, before or after opening, for any reason whatsoever including, but not limited to, any failure of any Proposal to be accompanied by 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.

#### XIV. PROTEST PROCEDURES

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

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

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

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

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

**EMAIL: erick\_hofstetter@dekalbschoolsga.org**

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

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

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

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

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

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

- If a protest is sustained prior to the closing date and time of the solicitation, available remedies may include, but are not limited to, the following: modification of the solicitation document including, but not limited to, specifications and terms and conditions; extension of the solicitation closing date and time (as appropriate); and cancellation of the solicitation.
- If a protest of the intended/actual contract award is sustained, available remedies may include but are not limited to, the following: revision or cancellation of the NOIA/NOA, re-evaluation and re-award, or re-solicitation with appropriate changes to the new solicitation.

**7. Costs.** In no event shall a bidder be entitled to recover any costs incurred in connection with the solicitation or protest process, including, but not limited to, the costs of preparing a bid/proposal, the costs of participating in the protest process, or any attorney fees.

**(END OF RFP – SEE ATTACHMENTS)**