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

Request for Proposals (RFP) No. 17-752-026

for

Program Management 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

EVENT	DATE(S)	TIME	LOCATION
Solicitation Opens	December 22, 2016		http://www.dekalbschoolsga.org/solicitations
Mandatory Pre- Proposal Conference	**January 12, 2017**	**10:00 AM**	**Sam A. Moss Center, 1780 Montreal Road Tucker, GA 30084**
Site Visits	**Not Applicable**	**N/A**	**N/A**
Final Questions Due	**February 1, 2017**	**2:00 PM**	**dcsd-op-bidquestion@dekalbschools.org**
Final Addendum Issued	**February 7, 2017**	**2:00 PM**	**http://www.dekalbschoolsga.org/solicitations/**
Proposal Due Date & Time	**February 21, 2017**	**2:00 PM**	**Sam A. Moss Center, 1780 Montreal Road Tucker, GA 30084**
Selection Committee Evaluation	February 22 – 28, 2017		
Interviews	March 7 – 8, 2017		
Anticipated Board Review and Approval	April 10, 2017		
Anticipated Notice of Award	April 12, 2017		
Anticipated Notice to Proceed	June 1, 2017		

DeKalb County School District

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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:	Price Proposal Form (4 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 (6 pages)
Appendix E:	Master Agreement for Program Management Services (34 pages)
Appendix F:	Subcontractor Affidavit of Noncollusion (1 page)

Owner's Exhibits:

Exhibit A:	Presentation Evaluation Form (1 page)
Exhibit B:	Proposed 2017-2022 E-SPLOST Project List (8 pages)
Exhibit C:	Remaining E-SPLOST IV Project List (1page)

DeKalb County School District

I.
ADVERTISEMENT FOR SEALED PROPOSALS
PROGRAM MANAGEMENT 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 **Thursday, February 21, 2017** for **RFP No. 17-752-026, Program Management Support 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 Program Management Services in a K-12 education setting.

Request for Proposal ("RFP") documents will be available **Thursday, December 22, 2016**, and may be obtained from the DeKalb County School District website at: http://www.dekalbschoolsga.org/solicitations.

MANDATORY PRE-PROPOSAL CONFERENCE

A **mandatory** Pre-Proposal Conference will be held in the Stokes Conference Room at the Sam A. Moss Service Center, 1780 Montreal Road, Tucker, Georgia 30084 at **10:00 a.m.** local time on **Thursday, January 12, 2017.**

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 10:15 am will not be allowed to participate in the proposal process.**

TENTATIVE SCHEDULE

RFP Documents Available	December 22, 2016
*Mandatory Pre-Proposal Conference	January 12, 2017 @10:00 a.m., ET
Final Questions Due	February 1, 2017 not later than 2:00 p.m., ET
Final Addendum Issued (if necessary)	February 7, 2017 not later than 2:00 p.m., ET
Proposal Due:	February 21, 2017 not later than 2:00 p.m., ET
Public Acknowledgement	February 23, 2017 not later than 4:00 p.m., ET
Evaluation:	February 22 – 28, 2017
Interviews:	March 7 – 8, 2017
Anticipated Board Review and Approval	April 10, 2017

OPEN TO PUBLIC ATTENDANCE
Sam A. Moss Service Center
1780 Montreal Road
Tucker, GA 33404

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".

Debarment – An action that excludes or disqualifies a person or company for a specific period of time from bidding.

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

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

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

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

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

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

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

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

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

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

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

III. BACKGROUND

DeKalb County School District currently enrolls about 102,000 students (October 2015) in 137 schools/programs: 104 neighborhood schools, 23 choice and specialty schools/programs (magnet, theme, special needs, etc.), and 10 DCSD-sponsored charter schools (that are operated by others). The District owns 159 facilities: 127 school facilities, 5 support facilities, 5 stadiums, 14 vacant facilities or sites, and 8 properties leased to charter schools or other organizations. With over 15 million 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.

IV. PURPOSE

The purpose of this Request for Proposal (RFP) is to solicit proposals for the purposes of entering into a contract with a qualified Program Manager (PM), authorized to do business in the State of Georgia, with experience in construction program management services (the "Services") for K-12 educational facilities, and to act on the DeKalb County School District's (the "Owner") behalf for delivery of its Capital Improvement Program ("CIP") composed of multiple site modifications, renovations, additions and new construction projects (the "Owner's Projects"). A copy of the CIP Summary and more detailed information regarding the CIP can be obtained on the Owner's website at www.dekalbschoolsga.org/e-splost/.

The Program Manager will also be required to manage and complete any projects remaining from the E-SPLOST IV Program. **(See Exhibit C).**

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

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. On May 24, 2016, the DeKalb County voters approved the Owner's fifth E-SPLOST program. It is anticipated that approximately $561 million will be available to fund the District's 2017-2022 Capital Improvement Program through the utilization of the approved SPLOST funds, in conjunction with the State of Georgia's Capital Outlay Program.

Over the years, the Owner has utilized a PM and Supplemental Project Management Firms to support the management of the Owner's capital improvement programs. The current, existing Program Management Services Agreement will expire September 30, 2017. The new PM Service Agreement will be for an initial one-year term with four (4) one-year options to renew subject to Board approval on a year-to-year basis. The Owner will hold all design and construction contracts. The PM will be an integral member of the capital improvement team, and therefore all full time staff members of the PM working for the Owner will operate under the Design and Construction Department located at the Sam A. Moss Service Center in Tucker, Georgia.

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

V. CONTACT AND SUBMISSION DEADLINE

From the time this solicitation is posted until the time an Award or Intended Award is posted, potential Proposers and employees, representatives, partners, director, officers, or other individuals acting on behalf of the Proposer, shall be prohibited from lobbying any School District employee, Member of the School Board, or anyone that may evaluate the awarded contract, or person selected to evaluate or recommend selection of

the awarded Proposer. Violation of the Cone of Silence shall result in rejection/disqualification of the Proposer from award of a contract arising out of this solicitation.

All questions about this RFP and submission requirements must be directed in writing to the Procurement Manager no later than **Monday, February 1, 2017 at 2:00 P.M., ET** to the following Email: dcsd-op-bid-question@dekalbschools.org. Prospective Respondents must limit their contact regarding this RFP to the Procurement Manager, Sam Moss Center, 1780 Montreal Road, Tucker, Georgia 30084 or the assigned contact person for this RFP.

Belinda Quillet is the assigned contact person for this RFP and can be reached (678) 676-1373 or by email at belinda_quillet@dekalbschoolsga.org.

One (1) signed original, five (5) identical duplicate copies, and one (1) electronic copy, presented in separate three-ring binders with tabs separating the required sections, submitted in a sealed opaque package and must be received at the above address, no later than **Thursday, February 21, 2017, at 2:00 P.M., ET.** The offeror is fully responsible for timely delivery at the designated location. Proposals received after the set specified time will not be considered by the Owner; and the Proposer will be notified to pick it up unopened from the Sam A. Moss Service Center. If the Proposal is not picked up within seven (7) calendar days, it will be destroyed. Oral, telephonic, telegraphic, electronic or facsimile proposals are invalid and will not receive consideration.

VI. 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 http://www.dekalbschoolsga.org/solicitations . 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 Requirements

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**
Worker's Compensation	$1,000,000
Employer's Compensation	$1,000,000 annual aggregate
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
Professional Errors and Omissions	$3,000,000.00

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

Program Manager shall indemnify and hold harmless Owner from and against all liability, claims, losses, damages, costs and expense of any nature or kind, including attorneys' fees and all litigation-related expenses, sustained or incurred by Owner to the extent arising out of and attributable to the negligence or wrongful Services, or breach of this Agreement by Program Manager, or negligent acts and omissions of Program Manager, its Subcontractors, employees, agents, and consultants. This duty to indemnify Owner shall extend to, but not be limited to, claims for bodily injury (including death), for damage to or loss of property, and for environmental damage and liabilities, incurred or sustained by Owner or any third person to the extent resulting from and attributable to any breach of contract, negligent or wrongful acts or omissions of Program Manager, its employees, Subcontractors, agents, and consultants.

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.

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 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 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. There are to be no presentations, individually or collectively, without such invitation. If the District conducts interviews, the short-listed firms will be notified and interviews will be scheduled within three (3) business days of notification.

K. Term of Contract

The new PM Service Agreement will be for an initial one-year term with four (4) one-year options to renew subject to Board approval on a year-to-year basis.

L. Contract

Appendix E is DeKalb County School District's Master Agreement for Program Management Services between the DeKalb County Board of Education and the Service Contractor; which specifically outlines the contractual responsibilities. All responders should thoroughly review the documents prior to submitting a proposal. **Any proposed revisions to the terms or language of this document must be submitted in writing during the question and answer period of the solicitation**. Since proposed revisions may result in a proposal being rejected if the revisions are unacceptable to the DeKalb County School District, responders should review any proposed revisions with an officer of the Firm having

authority to execute the contract. No alterations can be made in the contract after award by the DeKalb County School District.

M. Cancellations

Owner may for any reason whatsoever terminate, in whole or in part, one or more Projects, this Agreement, or Program Manager's employment under this Agreement, for Owner's convenience. Owner shall give written notice of such termination to Program Manager specifying when termination becomes effective and the scope of the termination.

N. 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.

O. 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.

P. 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.

Q. 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 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.

R. 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.

S. Business License

Respondents shall submit with their proposal, a copy of their valid company business license. Copy must reflect a valid expiration date. 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).**

T. 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.

U. 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.

V. Conditional Proposals

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

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. Proposal Duration
Proposals submitted in response to this RFP must be valid for a period of ninety (90) days from proposal submission deadline.

VII. SCOPE OF SERVICES

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

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

A. The PM will be an integral member of the Capital Improvement Team, and therefore all full-time staff members of the PM will be located at the office of Facilities and Maintenance Operations, Sam A. Moss Center, 1780 Montreal Road, Tucker, GA 30084. Part-time staff (i.e. estimators, design reviewers, etc.) may provide services on an as needed basis from a remote office location.

B. The PM will report to the District's Chief Operating Officer (COO) or designee, and be in coordination with the staff of Facility Management Services. The PM will provide, in conjunction with the District's Design and Construction staff, direct oversight and program management services of the Capital Improvement Program and the individual projects which comprise the program.

C. The PM or any of its subsidiaries or affiliates will not be eligible to bid on or otherwise compete for or accept awards for contracts awarded under this Capital Improvement Program.

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

1. Management of the Capital Improvement Program

a. Responsible for managing all resources and relationships necessary to achieve the Owner's desired outcomes. Coordinate and administer the Program, interfacing with internal staff of various departments and representatives of outside organizations.

b. Develop a Program Management Plan which outlines and defines the capital improvement scope, schedule and budget by project. Develop the criteria and a process to identify priorities for the various work items.

c. Develop a Program Procedure Manual which will provide the framework on how the program will be executed on a day-to-day basis. The manual will identify team members' roles and responsibilities, as well as approval processes, lines of authority, reporting requirements, external communications with local school principals and stakeholders, and any other procedures necessary for the success of the program. The Program Procedure Manual shall incorporate all policies of the Board of Education and Georgia Department of Education, as well as the requirements of local and state building authorities.

d. Provide computer scheduler/analysts to develop and maintain a comprehensive master schedule utilizing a capital program management software (DCSD currently uses Proliance) which documents the sequence and time frame for each project in the Program. Report on progress and status will be submitted at regular intervals as request by the Owner.

e. Review project budgets developed to date and create a master program budget. Prepare and maintain program's master budget incorporating the Owner's cost accounting procedures. Produce cash flow models to track anticipated project receipts against projected expenditures. Develop a process that provides cost control and timely, accurate measurement of program and project expenditures incorporating earned value management techniques. Prepare periodic summaries of program expenditures for the Owner's review. The costs for the web-based project reporting system licensing agreement and any required maintenance fees will be the responsibility of the Owner.

f. Provide document and data control specialist to work with the Owner's staff to develop a web-based project reporting system and associated processes, which can be used to monitor project status and support the communication between team members. The system shall be used to track and control project information such as contracts, costs, issue-tracking, design review, changes, payments, document control, meeting minutes, etc. Specialist shall be required to manage all facets associated with the coordination and analysis of documents, drawings, and data associated with the Owner's Capital Improvement Program. Specialist shall coordinate with Facilities Management Department to develop and maintain systems and procedures to store, retrieve and analyze data, drawings, and other construction documents necessary for the design, operations and management of the District's facilities

g. Report on the market climate and recommend strategies to minimize project delays and maximize project budgets. Provide analysis of project delivery methods to determine an optimal construction framework to complete renovation and modification projects timely and to minimize school disruption.

h. As requested by the Chief Operations Officer, provide information sessions to the Board regarding program status and updates.

i. Develop an outreach program to encourage qualified architects, engineers, contractors and consultants to be a part of the program. If requested, assist the Owner in developing and executing a contractor prequalification system.

j. Assist the Owner in soliciting Request for Qualification and/or Request for Proposals for architects, engineers, surveyors, geo-technical consultants, etc. needed in the execution of the program.

k. Develop a metrics based system to track the program's level of success.

2. Pre-Design Phase

a. Assist the Owner in the development of the process and procedures for administering contracts through all phases of the work.

b. Assist the Owner in the development of the process for selecting the design consultant(s) for the project.

c. Assist the Owner in the development of the communications procedures to manage the flow of information from the Owner to the design team(s) and contractors.

3. Project Design Phase

a. Coordinate the design team's activities and provide leadership in assuring that the design phase program and procedures are implemented by all parties.

b. Assist the Owner's design staff in the selection and assignment of architects and engineers.

c. Determine needs for surveying, geo-technical and materials testing services, and other related services. Make recommendations and participate in selecting consultants to perform these services.

d. Review, implement and monitor project schedule(s). Update master schedule as necessary to reflect any changes. The PM is responsible for the management of the design schedule and will undertake necessary action to ensure that the schedule is adhered to.

e. Implement and maintain cost control procedures throughout the Design Phase. Prepare a cost estimate and a value engineering assessment at the end of Schematics, Design Development and 80% Construction Documents, addressing constructability, possible cost-saving materials, sequencing of construction and/or construction techniques. Compare with the budget and cost estimates submitted by the Design Consultants and recommend revision or action, if required, to maintain project budgets.

f. Review in-progress design documents during each phase of design to protect the Owner against errors, inconsistencies, omissions or vagueness in plans and specifications. Ensure that all designs comply with the Owner's Educational Specifications and Design Requirements.

g. Conduct design progress meetings with the Owner, the Design Consultant and other appropriate parties. The PM will record, transcribe and distribute a Design Progress Report to all attendees.

h. Develop a construction delivery strategy that meets the Owner's objectives and minimizes disruptions to the educational program.

i. Provide periodic reports that summarize design progress, schedule and cost status, changes and other significant project information.

j. Review design to recommend alternative solutions whenever design details affect construction feasibility or schedules, without assuming any of the Design Consultant's responsibilities or liabilities for design.

k. Develop phasing and occupancy plan and schedule in conjunction with the Owner's design staff and the Design Consultant that includes procurement support for furniture, furnishings, and equipment purchase in order that adequate delivery times are included in project schedules. Develop interim housing phasing of projects if necessary.

4. Procurement Phase

a. Coordinate with the Owner's Procurement Manager to ensure a current bid list is maintained.

b. Ensure specifications and drawings are available and finalized prior to sending requirements to the Owner's Procurement Manger.

c. Coordinate with Procurement/Procurement Manager on all pre-bid/proposal conference and site visit(s).

d. Identify and assist the Design Consultant in obtaining all necessary permits.

e. Assist Procurement/Procurement Manager in evaluating bids and processing contracts.

f. Ensure all contract(s), purchase order(s), and other documents are sent to the Owner's Purchasing Department to ensure timely processing.

5. Construction Phase

a. Provide a management team to provide contract administration and to establish and implement coordination procedures among the Owner, the Design Consultant, the Contractor, testing agencies and other contractors. The PM will monitor and expedite the progress of the construction work.

b. Conduct with the Owner's staff, the Design Consultant and the Contractor a preconstruction orientation meeting.

c. Establish and implement procedures for the submittal and review by the PM, the Design Consultant and the Owner of shop drawings, samples, test reports, change orders and application for payments. The PM will maintain logs, files and other documentation relating to such submittals and reviews.

d. Manage and administer construction contracts and coordinate with Design Consultants and the Owner concerning work change, payments, submittals, monitoring of construction, document interpretations, and other procedural aspects.

e. Evaluate and/or recommend Change Orders for formal execution. The PM shall advise the Owner on Change Order process insuring fair price and procedural compliance. Make recommendation to the Owner as to justification and appropriateness of Change Orders, including the appropriateness of quantities and pricing of the work.

f. Use standard accounting methods to tabulate, compile and check correctness of all expenditures associated with the project. The PM shall review Contractor payment requests, schedule of values and verify progress.

g. Conduct regular job coordination meetings with the Contractor, Design Consultant and the Owner.

h. Review scheduled construction activities for coordination with ongoing educational programs and school functions.

i. Review and monitor the progress of the Contractor's work based upon the approved construction schedule. Advise the Owner regarding the best sequencing to facilitate productivity and occupancy objectives.

j. Report potential budget and schedule variances, and if necessary, prepare recovery plans.

k. Make recommendations to the Design Consultant when the PM observes construction work that appears to be defective or not in conformity with the Contract Documents.

l. Provide written monthly status reports which shall include schedule reports, cost status reports and cash flow analysis.

m. Assist the Design Consultant in the determination of Substantial Completion and the preparation of punch list. Verify the acceptability and completeness of all work per the Contract Documents.

n. Work with the Owner's Warehouse Services to provide logistical support in the acquisition, receiving, and setting up of furniture and equipment within new and renovated facilities.

6. Post-Construction Phase

a. Coordinate the plan and schedule of occupancy to minimize disruption to educational activities.

b. Develop a performance evaluation process of new building systems installed in a facility and impact on users.

c. Schedule instruction sessions by major material and equipment suppliers to orient and train the Owner's staff for operation. Ensure all operations manuals and warranties are delivered to the Owner in a timely manner.

d. Organize and conduct six and eleventh month post occupancy evaluations and provide written reports.

e. Coordinate and expedite transmittals of, as-built drawings, guarantees, warranties, maintenance manuals and other record documents to the Owner.

f. Secure copies of Occupancy Certificates for the Owner's records. Maintain schedule of when Temporary Certificate of Occupancy and Certificate of Occupancy were obtained.

g. Prepare final project accounting, cost per unit comparisons, and closeout reports.

h. Conduct warranty inspections of projects during the applicable warranty period. Consult with the Design Consultant and the Owner to obtain and expedite corrective work to repair warranty items.

i. Develop and evaluate instrument and performance of the design consultants, and construction contractors, and provide evaluation in writing.

7. Project Management Oversight

1. Provide project management and oversight services regarding scheduling, cost tracking and reporting for the following, but not limited to:

a) Demolition (In coordination with Owner's Facilities Management Department)
   1. Surplus Properties

b) Technology Equipment and Infrastructure Upgrades (In coordination with the Owner's Information Technology Department)
   1. Major Projects
      a. Replacement Schools
      b. Large-Scale Additions, Renovations, and Modifications
   2. Classroom Equipment Upgrades
   3. Infrastructure Refresh
   4. Wireless Access Upgrades
   5. Telecom Infrastructure Upgrades
   6. Digital Content Distribution Upgrades
   7. Infrastructure Upgrades
   8. Hardware Refresh
   9. 21st Century Technology Upgrades

c) School Buses, Vehicles and Other Capital Equipment (In coordination with the Owner's Transportation, Music, School Nutrition Services and Facilities Management Departments)
   1. School Bus Replacement
   2. Support Service Vehicle Replacement
   3. Bus Monitoring Systems
   4. Radio Communications
   5. Musical Instruments and Equipment Replacement
   6. Portable Classroom Replacement
   7. Kitchen Equipment Replacement

8. Other Duties and Responsibilities

1. Attend meetings as requested by the Owner. Meetings may be conducted during or after regular business hours. Examples of type of meetings which PM may be requested to attend include:

   a. Community Meetings
   b. Project Review Meetings
   c. Community Construction Advisory Committee
   d. Coordination Meeting with DCSD staff
   e. Local Governmental Agencies
   f. Operations Division Staff Meetings
   g. Capital Program Department Staff Meetings
   h. School Board Meetings

D. 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.

VIII. PROPOSAL SUBMISSION REQUIREMENTS

A. A **mandatory** Pre-Proposal Conference will be held in the Stokes Conference Room at the Sam A. Moss Service Center, 1780 Montreal Road, Tucker, Georgia 30084 at **10:00 a.m.** local time on **Thursday, January 12, 2017. Attendance is required to submit a proposal on this project.**

B. 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.

C. 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.

D. 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. **Electronic copy should include all documents submitted as part of the Respondent's proposal.** Each copy of the proposal shall be bound in a separate three (3) ring binder.

E. The Contractor's Price Proposal Form shall be placed in a separate sealed envelope along with the firm's Financial Statement as described in Section VIII Item G 5.b. **Clearly label this envelope: "Price Proposal Forms and Financial Statement."**

F. 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.

G. INITIAL SCREENING CRITERIA

The Offeror's sealed proposal shall be submitted in the following format:

0. Cover Letter

1. Firms Overview

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, email address 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, for each management-level employee you intend to assign to the project, include a paragraph which outlines their role and responsibility, past relevant experience with similar type projects.

d. If a joint venture, list each firm, rationale for joint venture, and previous similar experience as a joint venture.

2. <u>Firm's Relevant Experience and Expertise (30 points)</u>:
Major consideration will be given to the successful completion of previous educational construction/modernization programs which are comparable in size, scope and complexity. This will include evaluating the PM firm's performance and quality of work on previous programs. The firm's demonstration of experience with large K-12 construction/modernization programs is highly desired.

a. The firm shall list three (3) programs which best illustrate the experience of the firm as it relates to this program. Do not list programs which were not completed by your firm or completed more than ten years ago. Include the following information for each program:

1. Title, location, award date and completion, or anticipated completion date.
2. List total dollar value of work which was managed or is presently being managed.
3. Describe the nature of the firm's responsibility with the program and services provided.
4. Owner's representative name, address, telephone and e-mail address.
5. Firm's Program Manager, Director and key professionals involved in the program, and in particular, who of that staff would be assigned to the program covered by this Request for Proposal.
6. Submit a brief narrative that demonstrates the value added by your program management services to your client's needs in term of delivering the program within budget, opening projects on time and delivering high quality projects.
7. Identify any unique issues or problems associated with the program and describe any creative initiative which your firm may have utilized to benefit the owner and resolved the issue or problem.
8. Provide a reference letter from each of the following: owner/client, an architect involved with the program and a general contractor/construction manager involved with the program. If reference letters are not available provide reasons for the unavailability.

b. The firm shall provide a description and supporting documentation of the firm's technical capability with liked size scope in the following areas:

1. Project Management
2. Cost Management
3. Time Management/Scheduling
4. Quality Management

5. Contract Administration
6. Safety Management
7. Risk Management
8. Building Information Modeling (BIM)
9. Sustainability
5. Project controls and reporting, including web-based project management software

c. any other particular technical capability which the firm may be able to offer such as needs assessments, technology support/integration, value engineering, cash flow projections, mechanical system reviews, etc.

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

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

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

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

The firm shall give brief resumes of key persons proposed to be assigned to the Project including, but no limited to, the following:

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

9. The firm shall provide a description and supporting documentation of the firm's technical capability in the following areas:

   a. Project management
   b. Quality assurance
   c. Scheduling
   d. Cost estimating
   e. Project controls and reporting, including web-based project management software
   f. Local codes and regulations, in particular DeKalb County and cities within DeKalb County, as well as State of Georgia Department of Education.
   g. Any other particular technical capability which the firm may be able to offer such as needs assessments, technology support/integration, roof management, value engineering, cash flow projections, mechanical system reviews, etc.

4. Program Management Firm Business Stability (10 points):

The PM firm's stability and financial resources will be evaluated.

a. The PM shall provide a cover letter introducing the firm and including the corporate name, address and telephone number of the corporate headquarters and local office. Furnish the name and phone number of one individual who will be the firm's primary contact during the RFP process. Provide a brief history of the firm and the present organizational structure describing the management organization, number of permanent employees by discipline, and how this program will be managed within the firm's organizational framework. If the firm is a partnership, indicate the name of all partners; if incorporated indicate where and when. Letter should include specific reason(s) why firm would be the best choice for the program. Letter shall be signed by an officer or partner of the responding firm.

b. The PM shall describe the financial status of the firm; include the audited financial statements (income statements and balance sheets) for the past two accounting years. **Include in separate envelope with fixed price proposal. Clearly label this envelope: "Fixed Price Proposal Form and Financial Statement."**

c. The PM shall list as references (names, address, contact persons, phone numbers and email addresses) a minimum of three clients of similar size and nature to the Owner for which the PM has been associated with during the past ten years. A brief description of the services provided shall accompany each reference.

d. The PM shall indicate the names and addresses and degree of utilization of professional subcontractors or consultants, if any, which would be used in the performance of this contract.

e. The PM shall list and describe any claims, litigation, arbitration or other form of dispute resolution filed by or against the Firm (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, and, if an arbitration, the name and telephone number of at least one arbitrator. 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, and any penalties imposed by reason of any contract undertaken and determined to be in noncompliance with pertinent statutes within the past five (5) years, and all such items shall be explained in detail, including without limitation, identification of the project by name and the name, address and telephone number of the owner of each such project.

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

The PM shall outline a pricing schedule 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 program management services with a breakdown of monthly cost for services. Assume a starting date of September 1, 2017, with a 75 month duration period. Fee for oversight management of the activities identified in Section VII, C.6 – Project Management Oversight shall be included in the lump sum price.

The PM shall provide a list of each position anticipated to be utilized in the program, a description of duties associated with that position along with both hourly and monthly billable rates. The positions listed should match those which were identified in the Proposed Project Team noted above in Section VIII, G.3.

The lump sum fees to include said hourly and monthly rates requested above shall be based upon a 2017 calendar year scale. For succeeding years after October 1, 2018, the PM's fees and rates will be adjusted by an escalation rate of 2% per year. The PM shall provide a projected spend-down of fees for the entire program by year.

The Owner shall provide office space, utilities, furniture, faxes, telephones (landlines only), and copiers for the PM's use. The PM shall be responsible for providing all computers, cell phones, tablets, handheld devices, etc., as required to manage the work, including capability to run scheduling and budgeting software. The lump sum fee shall include all costs that the PM expects to incur during the execution of the contract. Costs incurred by the PM for travel outside the Metropolitan Atlanta area on the behalf of the Owner will be a reimbursable expense. All such travel costs shall be pre-approved by the Owner.

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.

The Fixed Price Proposal Form shall be utilized to develop Exhibit B to the Owner's Master Agreement for Program Services, pursuant to Article 4 thereof. **Include in separate envelope with financial statement. Clearly label this envelope: "Fixed Price Proposal Form and Financial Statement."**

6. **Acceptance of the Board's from of Master Agreement for Program Management Services**

It is the Owner's expectation that the Program Manager will fully comply with the attached form of Master Agreement for Program Management Services. Provide a declarative statement to attest your willingness and capacity to execute the form of Master Agreement for Program Management Services without exceptions, modifications or revisions. Any proposed revisions to the terms or language of the form of Master

Agreement for Program Management Services must be submitted in writing with the Proposal. If submitted or proposed thereafter, such proposed exceptions, modifications or revisions to the terms or language of the form of Master Agreement for Program Management Services shall not be considered by the Owner and the Proposal may be rejected. A Proposal may be rejected if proposed exceptions, modifications or revisions to the form of Master Agreement for Program Management Services are unacceptable to the Owner. The Owner reserves the right to modify or revise the form of Master Agreement for Program Management Services in order to arrive at a final agreed-upon contract with the Program Manager based on proposed exceptions, changes, and/or negotiations.

H. INTERVIEWS AND PRESENTATION:

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

   At the time of its scheduled interview, each short listed firm shall provide additional information about is 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 (30 points)

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

The firm shall give special attention to highlight their "Program Director" and "Quality Assurance Manager" specifically. It is the Owner's preference for the Program Director, Deputy Director, and all Project Managers assigned to this Project to hold the Certified Construction Manager (CCM) Certification offered by the Construction Manager Certification

Institute© at the beginning of the contract term. Any project team member not certified, must obtain the certification within the first year of the contract.

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

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

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

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

b. Overall Approach, Methodology and Program Management (30 points):

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

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

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

The firm shall provide the Owner with information on their methodology in measuring the success of a program management effort and how their measuring system will be implemented to serve the Owner's program. Identify and explain the metrics used and how these metrics would be used in the evaluation of the Owner's program. These metrics should not be limited to costs and schedules alone.

Provide a detailed explanation of the benefits that the Owner will experience by the engagement of your Firm for the Services.

c. Cost, Schedule Control and Quality Assurance (20 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.

d. References (10 points):

The PM shall submit written recommendations from previous owners and discuss their strategy to provide a positive working relationship with the Owner. This strategy must include actual examples of how the PM has demonstrated their cooperation with other Owners, as well as their relationships with architects and construction contractors. The Owner reserves the option of contacting any of the references provided to confirm information provided.

IX. 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
B2 or B3: Partnership Certificate or 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 Form
Attachment G: Vendor Reference Form
Attachment H: Suspension and Debarment Certification
Attachment I: Price Proposal Form
Attachment J: Immigration and Security Certification
Certificate of Insurance
Valid Business License

X. AWARD OF CONTRACT

A Selection Committee will perform Proposal evaluations and, following completion of the evaluations and subject to DCSD's right to reject any or all Proposals, the responsible and responsive Contractor whose Proposal is determined to be the most advantageous to DCSD will be selected to perform the services for the Program.

The Contractors submitting a Proposal may be afforded an opportunity for discussion, negotiation and revision of Proposals for the purpose of obtaining best and final offers. In the event DCSD deems it necessary or appropriate, all responsible Contractors 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.

XI. PROTEST PROCEDURES FOR FACILITIES MAINTENANCE DEPARTMENT SOLICITATION DOCUMENTS AND CONTRACT AWARDS

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 Maintenance 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:

DeKalb County School District

MAIL: Attention: **Mr. Joshua L. Williams**
Chief Operations Officer
DeKalb County School District
Sam A. Moss Service Center
1780 Montreal Road
Tucker, Georgia 30084
FAX: **(678) 676-1475**

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 Maintenance 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, APPENDICES and EXHIBITS)