DCSD currently owns several occupied and unoccupied properties located throughout the District. The parcels size range from three (3) to thirty (30) acres. DCSD is seeking qualified and experienced real estate brokers, licensed by the State of Georgia, specializing in commercial real estate to provide brokerage, marketing, advisory and other associates services for the sale of various properties owned by DCSD. The Broker is **required** to have a national and global reach in order to effectively market the properties so that they can be sold to an optimal buyer.

It is the intent of this RFP to have the successful Broker enter into a Contract for professional services with DCSD to supply real estate services as outlined herein. The Broker will be paid strictly on commission basis. The prospective buyer of the property will be required to enter into a Purchase and Sale Agreement to be drafted by DCSD. DCSD will select the Broker that best meets the selection criteria and demonstrates the capability to provide and perform quality work to achieve DCSD objectives. The respondents to this RFP must be knowledgeable of the local real estate market and should have experience in the sale of similar properties, and have the ability to market to prospective buyers on a national and global level. All marketing costs shall be the sole responsibility of the Broker that is awarded.

The professional services required by the DCSD in connection with this RFP covers the entire spectrum of those services customarily provided by commercial real estate brokers.

The scope of work will include, but is not limited to the following:

- Competitive Market Analysis (CMAs)
- Advertising Plan(s)
- Develop strategies for sale of properties
- Auction Services
- Develop and distribute marketing materials to potential buyers and report results to the DCSD on an agreed upon frequency
- Participate in site tours and/or other events concerning a showing of the properties
- Analyze offers from potential buyers
- Closing documents
- Negotiating with buyers on behalf of the DCSD
- Coordinating real estate transactions during closing
- Property Listing and Sales Services
- Title work
- All other customary activities and services associated with real estate transactions.

The real estate professional may be paid from the proceeds of the sale and in accordance with the payment methods outlined in this RFP. The real estate professional may not be one of the appraisers of the property being sold. In addition to the General Requirements set forth above, applicable industry standards and Georgia laws related to listing, noticing, advertising and sale of the property, the following shall be followed for the sale of real property (building or land) owned by DCSD:

1. Proposals to purchase shall comply with all applicable terms of sale and purchase set forth by DCSD.
2. Proposals to purchase from interested buyers may be submitted immediately, but will not be considered for approval by the Board before ten (10) days from the latter of the date the real estate professional is notified to proceed, signs are placed on the property, and the availability of the property is advertised. Post-dated contracts from interested buyers will not be considered if dated prior to the ten (10) days stipulated above.
3. The real estate professional receiving a purchase proposal will indicate on the contract form the date and time the offer is received. If two or more valid offers are received, indicating the same proposed purchase price, the one with the earlier date and time will be considered.
4. A meeting may be scheduled with the Board as soon as feasible after the expiration of the ten (10) days stipulated above to consider contract proposals and approve the successful proposal.

5. The successful purchaser shall be required to submit an earnest money deposit in the form prescribed by the terms and conditions of the sale, and made payable to DCSD, in an amount not less than ten percent (10%) of the total offer or proposal.

6. In accordance with the terms and conditions of the sale, the deposit may be deposited in escrow, or held by the Chief Financial Officer for DCSD, until closing on the purchase of the property. Payment of the balance of the purchase price shall be made at the closing of the sale. The earnest money deposit shall be credited to the purchase price at closing.

7. In the event the successful purchaser is unable to pay the balance of the purchase price at closing, or is unable to close within the time set forth by the Board, the earnest money deposit shall become non-refundable and may be retained by DCSD as liquidated damages.

8. Auction of surplus real property may be conducted via sealed bid, public auction, written auction, or by online auctions via the Internet by an auctioneer who is both licensed as an auctioneer by the Georgia Auctioneers Commission and who is licensed as a real estate broker by the Georgia Real Estate Commission.

9. Notice of the Board's intent to sell will be published two times in one or more newspapers of general circulation in the metro area; and the notice shall state that the auction will occur on a specified date or dates.

10. The Board reserves the right to withdraw any or all surplus properties prior to the auction, or to reject any bid.

11. All sales are subject to approval by the Board, which may reject any sale for any reason. All bids or auctions must include the condition of “subject to final approval by the seller” in the terms for the auction process.

12. In accordance with the terms and conditions of the auction, the successful bidder will be required to execute a contract of sale for the amount of the accepted bid, which must be accompanied by a deposit in the form prescribed by the terms and conditions of the bid, and made payable to DCSD, in an amount not less than ten percent (10%) of the accepted bid amount. In accordance with the terms and conditions of the auction, the deposit accompanying the successful bid shall be deposited in escrow, or held by the Chief Financial Officer for DCSD, until closing on the purchase of the property. Unless the terms and conditions of the auction provide otherwise, payment of the balance of the purchase price shall be made at the closing of the sale. The deposit shall be credited to the purchase price at closing.

13. Failure to make such deposit or payment in accordance with the terms and conditions of the auction shall disqualify the bidder and shall nullify the bid.

14. If the successful bidder fails to timely pay the balance of the purchase price, the deposit will be forfeited.

15. A successful bidder failing to close on the sale may be restricted from bidding at future auctions.

16. All information aids provided by DCSD in connection with auctions, such as slides, tax maps, deeds, photos, and property records are for identification purposes only and are not intended as, nor do they constitute, a representation, guarantee, or warranty as to condition, location, dimensions, zoning, property use and/or size.

17. The Superintendent or his/her designee will report the closing transaction and/or status to the Board.

The selected Broker shall be expected to be familiar with and adhere to any applicable DeKalb County Government Codes and any other laws, rules, or regulations governing the sale of the Property owned by the DCSD.
Service Contractor Fixed Price Proposal

Project Name: Commercial Real Estate Services  RFP No.: 15-752-027
DeKalb County Board of Education  RFP Due Date: January 6, 2015

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

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

[legal name of Contractor]
[address of Contractor]
[telephone number of Contractor]

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

1. The Contractor shall provide a commission rate that includes labor, materials, tools, specialized equipment, supplies, any other charges, and services necessary to provide commercial real estate broker services that is to remain fixed for the term of the contract.

GROSS TRADITIONAL REAL ESTATE SALE:

Under $500,000  (_____ percent)

$500,001 - $1,000,000  (_____ percent)

$1,001,000 - $2,500,000  (_____ percent)

$2,501,000 - $6,000,000  (_____ percent)
$6,001,000 - $10,000,000  (_____ percent)

$10,001,000 - $20,000,000  (_____ percent)

Above $20,000,000  (_____ percent)

**GROSS REAL ESTATE AUCTION:**

Under $500,000  (_____ percent)  Buyers Premium  (_____ percent)

$500,001 - $1,000,000  (_____ percent)  Buyers Premium  (_____ percent)

$1,001,000 - $2,500,000  (_____ percent)  Buyers Premium  (_____ percent)

$2,501,000 - $6,000,000  (_____ percent)  Buyers Premium  (_____ percent)

$6,001,000 - $10,000,000  (_____ percent)  Buyers Premium  (_____ percent)

$10,001,000 - $20,000,000  (_____ percent)  Buyers Premium  (_____ percent)

Above $20,000,000  (_____ percent)  Buyers Premium  (_____ percent)

a. The undersigned Contractor hereby acknowledges receipt of the following Addenda:

*[insert the number and date of each Addendum; if none, insert "None"]*

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

The Contractor agrees that this Proposal may not be withdrawn for a period of sixty (60) calendar days after the date and time fixed for receiving said Proposals.

The undersigned Contractor agrees to commence Work, as required by the Agreement, upon its receipt of a written Notice-to-Proceed from the Owner.

By submission of the Proposal, Contractor represents and warrants that:

(a) Contractor has read and understands the Proposal Documents and this Proposal is made in accordance therewith;
(b) Contractor has read and understands the bidding or proposal documents or contract documents for other portions of the Project, if any, being bid or offered concurrently or presently under construction, to the extent that such documentation relates to the Services or Work for which this Proposal is submitted;
(c) this Proposal is based upon furnishing all of the Work, including services, supervision, labor, materials, equipment, systems, warranties and other things required by the Proposal Documents; and,
(d) all facts stated in this Proposal are true and correct.

By submission of this Proposal, the Contractor certifies that this Proposal has been derived independently, without consultation, communication or agreement as to any matter relating to this Proposal with any other Contractor or with any competitor. The Contractor hereby certifies that this Proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a proposal for the same Project and is in all respects fair and without collusion or fraud. If successful in its Proposal, the Contractor will timely submit to the Owner the Offeror’s and Individuals’ Affidavit of Noncollusion and the Subcontractor’s Affidavit of Noncollusion in the form, manner and number, required by the Request for Proposals and applicable laws. The Contractor agrees to abide by all conditions of the Request for Proposal.

Respectfully submitted,

[typed name of Contractor]

By: [signature] [seal]

[typed name and title]

[address of Contractor]

(____) [business telephone number]

[date of execution]

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

By submission of this Proposal, the Contractor certifies that this Proposal has been derived independently, without consultation, communication or agreement as to any matter relating to this Proposal with any other Contractor or with any competitor. The Contractor hereby certifies that this Proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a proposal for the same Project and is in all respects fair and without collusion or fraud. If successful in its Proposal, the Contractor will timely submit to the Owner the Offeror’s and Individuals’ Affidavit of Noncollusion and the Subcontractor’s Affidavit of Noncollusion in the form, manner and number, required by the Request for Proposals and applicable laws. The Contractor agrees to abide by all conditions of the Request for Proposal.
Service Contractor Fixed Price Proposal
DeKalb County Board of Education
Page 4 of 4

Respectfully submitted ________________________________________________________,
[typed name of Joint Venture]

By: _________________________________
[typed name of Joint Venture partner]

By: _________________________________[seal]
[signature]

__________________________________________
[typed name and title]

__________________________________________
[address of Joint Venture partner]

(____)____________________________________
[business telephone number]

__________________________________________
[date of execution]

By: _________________________________
[typed name of Joint Venture partner]

By: _________________________________[seal]
[signature]

__________________________________________
[typed name and title]

__________________________________________
[address of Joint Venture partner]

(____)____________________________________
[business telephone number]

__________________________________________
[date of execution]
STATE OF _______________________
COUNTY OF _____________________

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

_____________________________________
[signature]

_____________________________________
[typed name]

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

(SEAL)

_____________________
Notary Public

My Commission Expires:

___/___/___

STATE OF __________________________
COUNTY OF ________________________

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

____________________________________  __________________________________
[Affiant’s Signature]                      Partner       Partner

_________________________________  __________________________________
Partner       Partner

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

(seal)

Notary Public

My Commission Expires:
   ___/___/___

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

STATE OF _______________________
COUNTY OF _____________________

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

_____________________________________
[signature]

_____________________________________
[typed name]

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

(SEAL)

_____________________
Notary Public

My Commission Expires:
___/___/___

Entity Certificate.Proposals.02.2009
IMMIGRATION & SECURITY CERTIFICATION

Part I - To be completed by all Offerors desiring to conduct business with the DeKalb County School District

In order to insure compliance with the Immigration Reform and Control Act of 1986 (IRCA), Pub.L. 99-603 and the Illegal Immigration Reform and Enforcement Act of 2011, O.C.G.A. § 13-10-90 et. seq., Offeror must initial one of the sections below:

______ Offeror has 500 or more employees and Offeror warrants that Offeror has complied with the Immigration Reform and Control Act of 1986 (IRCA) Pub.L. 99-603 by registering at https://www.vis-dhs.com/EmployerRegistration and verifying information of all new employees (eVerify).

______ Offeror has 100 or more employees and Offeror warrants that Offeror has complied with the Immigration Reform and Control Act of 1986 (IRCA) Pub.L. 99-603 by registering at https://www.vis-dhs.com/EmployerRegistration and verifying information of all new employees (eVerify).

______ Offeror has 99 or fewer employees and Offeror warrants that Offeror has complied with the Immigration Reform and Control Act of 1986 (IRCA) Pub.L. 99-603 by registering at https://vis-dhs.com/EmployerRegistration and verifying information of all new employees (eVerify).

Part II - Only to be completed by all DeKalb County School District Contractor and Subcontractor Offerors in connection with the physical performance of services within the State of Georgia, pursuant to O.C.G.A. § 13-10-90 et. seq. Please initial where appropriate.

A. Contractor acknowledges and agrees that compliance with the requirements of O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02 are conditions of this Solicitation. ______

B. In order to insure compliance with the Immigration Reform and Control Act of 1986 (IRCA), Pub.L. 99-603 and the Illegal Immigration Reform and Enforcement Act of 2011, O.C.G.A. § 13-10-90 et. seq., Contractor must initial one of the sections below:

______ Contractor has 500 or more employees and Contractor warrants that Contractor has complied with the Immigration Reform and Control Act of 1986 (IRCA) Pub.L. 99-603 and the Illegal Immigration Reform and Enforcement Act of 2011 by registering at https://www.vis-dhs.com/EmployerRegistration and verifying information of all new employees; and by executing any affidavits required by the rules and regulations issued by the Georgia Department of Labor set forth at Rule 300-10-1-.01 et. seq.

______ Contractor has 100 or more employees and Contractor warrants that Contractor has complied with the Immigration Reform and Control Act of 1986 (IRCA) Pub.L. 99-603 and the Illegal Immigration Reform and Enforcement Act of 2011 by registering at https://www.vis-dhs.com/EmployerRegistration and verifying information of all new employees; and by executing any affidavits required by the rules and regulations issued by the Georgia Department of Labor set forth at Rule 300-10-1-.01 et. seq.

______ Contractor has 99 or fewer employees and Contractor warrants that Contractor has complied
with the Immigration Reform and Control Act of 1986 (IRCA) Pub. L. 99-603 and the Illegal Immigration Reform and Enforcement Act of 2011 by registering at https://vis-dhs.com/EmployerRegistration and verifying information of all new employees; and by executing any affidavits required by the rules and regulations issued by the Georgia Department of Labor set forth at Rule 300-10-l-.01 et. seq.

C. Contractor acknowledges and agrees that, in the event the Contractor employs or contracts with any subcontractors in connection with a covered contract under O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-l-.02, the Contractor will secure from the subcontractor(s) such subcontractor’s indication of the employee-number category applicable to the subcontractor. _____

D. Contractor acknowledges and agrees that Contractor’s compliance with the requirements of O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-l-.02 shall be attested by the execution of the Contractor Affidavit (attached hereto), or a substantially similar affidavit, which shall be provided to the DeKalb County School System. _____

E. Contractor acknowledges and agrees that, in the event the Contractor employs or contracts with any subcontractor(s) in connection with a covered contract under O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-l-.02, the Contractor will secure from such subcontractor(s) attestation of the subcontractor(s) compliance with O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-l-.02 by execution of the Subcontractor Affidavit (attached hereto), or a substantially similar affidavit, and maintain records of such attestation for inspection by the DeKalb County School District at any time. _____

____________________________/_________________________________________________
Signature                                          Printed Name     Title

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

Firm Name: _________________________________________________________________________________
Street/Mailing Address: __________________________________________________________
City, State, Zip Code: ____________________________________________________________
Telephone Number: _______________________ / email: ________________________________

Sworn to and subscribed before
me this ________ day of ________________

____________________________________
Notary Public

My Commission Expires: ___________________
By executing this affidavit, the undersigned Offeror verifies its compliance with the Immigration Reform and Control Act of 1986 (IRCA), Pub.L. 99-603, stating affirmatively that the individual firm or corporation which is engaged in services on behalf of the DeKalb County School District has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established by federal law and regulation. Furthermore, the undersigned Offeror will continue to use the federal work authorization program throughout the contract period. Offeror hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification number: ________________________________

Date of Authorization: ________________________________

Name of Project: ________________________________

Solicitation Number (if applicable): ________________________________

Name of Public Employer: DeKalb County School District

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, _____, 201__ in ______________________________________, __________ (city)                                                     (state)

Signature of Authorized Officer or Agent: ________________________________

Printed Name and Title of Authorized Agent: ________________________________

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE _________ DAY OF _________, 201__.

Notary Public: ________________________________

My Commission Expires: ________________________________
By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual firm or corporation which is engaged in the physical performance of services on behalf of the DeKalb County School District has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification number: ____________________________________________________________

Date of Authorization: ____________________________________________________________

Name of Subcontractor: ____________________________________________________________

Name of Project: ____________________________________________________________

Solicitation Number (if applicable): ____________________________________________________________

Name of Public Employer: DeKalb County School District

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, _____, 201__ in ___________________________________, __________

(city)                                                     (state)

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Agent:

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE _________ DAY OF ________, 201__.

Notary Public

My Commission Expires:
DEKALB COUNTY SCHOOL DISTRICT
Subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(3)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with ______________________________________ on behalf of the DeKalb County School District has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five (5) business days of receipt. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number: ______________________________

Date of Authorization: ___________________________________________________________

Name of Subcontractor: ___________________________________________________________

Name of Project: _________________________________________________________________

Solicitation Number (if applicable): _______________________________________________

Name of Public Employer: _________________________________________________________

DeKalb County School District

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on ______, ________, 201___ in __________________________________________, ____________________________, (city) (state)

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Agent: _______________________________________

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE _________ DAY OF _________, 201___.

Notary Public

My Commission Expires: ______________________________
By executing this affidavit, the undersigned sub-subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract for __________________________ and __________________________ on behalf of the DeKalb County School District has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned sub-subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned sub-subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the sub-subcontractor with information required by O.C.G.A §13-10-91(b). The undersigned sub-subcontractor shall submit, at the time of such contract, this affidavit to ___________________________________________________. Additionally, the undersigned sub-subcontractor will forward notice of the receipt of any affidavit from a sub-subcontractor to the contractor within five (5) business days of receipt. Sub-subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number: __________________________

Date of Authorization: __________________________

Name of Sub-subcontractor: __________________________

Name of Project: __________________________

Solicitation Number (if applicable): __________________________

Name of Public Employer: DeKalb County School District

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on ____., _________, 201__ in __________________________, _________ (city) (state)

Signature of Authorized Officer or Agent __________________________

Printed Name and Title of Authorized Agent: __________________________

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE _________ DAY OF _________, 201__.

Notary Public __________________________

My Commission Expires: __________________________
OFFEROR’S and INDIVIDUALS’ AFFIDAVIT OF NONCOLLUSION

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

STATE OF ______________________
COUNTY OF ____________________

COMES NOW, ____________________________ (“Offeror”),

______________________________
(name of Offeror)

appearing by and through ____________________________, it’s ____________________________

______________________________
[insert name of individual with authority to bind Offeror] [title]

(averring both individually and in his or her representative capacity on behalf of Offeror) (the “Individual And Representative Affiant”), and ____________________________

______________________________
[in these blanks insert the names of all those required to give the oath under O.C.G.A. § 36-91-21(e)]

______________________________
______________________________
______________________________

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

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

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

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

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

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

This _______ day of _______________, 2____

____________________________________
[insert name of Offeror]

and

____________________________________
[insert name of Individual And Representative Affiant]

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

_________________________________
[insert title]

Individual Affiants’ signatures and names:

x_____________________________________  x____________________________________
Name:         Name:

x_____________________________________  x____________________________________
Name:         Name:

x_____________________________________  x____________________________________
Name:         Name:

x_____________________________________  x____________________________________
Name:         Name:

x_____________________________________  x____________________________________
Name:         Name:

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

Notary Public: _____________________ My commission expires: ___ / ___ / ___.

(SEAL)

12.2008
I HEREBY CERTIFY, UNDER OATH, that

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

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

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

EXCEPTIONS  (fully disclose and completely explain)

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

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

Signature: ____________________________________________

Printed Name: ____________________________________________

Firm Name: ____________________________________________

Date: ____________________________________________

Sworn to and described before me this ________ day of _______________________

Personally known: ____________________________________________

OR Produced Identification: ____________________________________________

Type of Identification: ____________________________________________

Notary Public – State of ____________________________________________

My Commission Expires ____________________________________________

Affix Notary Seal Here:

04.2009
RFP NO. 15-752-027
Commercial Real Estate Services
ATTACHMENT I

CONSENT TO RELEASE INFORMATION

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

This ___ day of _______________, 2_____.

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

By: ___________________________________

Printed name: _________________________

Printed Title: _________________________

12.2008
STANDARD FORM OF CONTRACT
FOR SERVICES
(NON-STATE CAPITAL OUTLAY PROJECTS)
BETWEEN THE
DEKALB COUNTY SCHOOL DISTRICT
AND THE SERVICE CONTRACTOR

Service Contractor: ________________________________
Project Name: ________________________________
Address: ____________________________________
__________________________
__________________________
RFQ No.: ________________________________
Description __________________________________
__________________________
__________________________
Cost Code: ________________________________
# Table of Contents

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<th>Title</th>
<th>Page</th>
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</thead>
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</tr>
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</tr>
<tr>
<td>16</td>
<td>Successors and Assigns</td>
<td>7</td>
</tr>
<tr>
<td>17</td>
<td>Insurance</td>
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</tr>
<tr>
<td>18</td>
<td>Termination for Cause</td>
<td>8</td>
</tr>
<tr>
<td>19</td>
<td>Indemnification</td>
<td>8</td>
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<td>20</td>
<td>Contract Administration</td>
<td>8</td>
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<td>21</td>
<td>Force Majeure</td>
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<td>Captions</td>
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<td>Entire Agreement</td>
<td>9</td>
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<td>24</td>
<td>Miscellaneous</td>
<td>9</td>
</tr>
<tr>
<td>EXHIBIT A</td>
<td>Payments</td>
<td></td>
</tr>
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</table>
This contract (the "Contract") is made and entered into by and between the DeKalb County School District (the "Owner") and _______________ (the "Service Contractor"). This Contract is executed under seal and shall be effective on the date executed by the last party to execute it. The term of this Contract begins on ____________, 2014 and ends on ____________, 20___; provided, however, the Owner has the option of extending the term of the Contract for three (3) one-year terms.

The services required by this Contract are identified as _________________ (the "Program").

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

ARTICLE 1
PARTIES TO THE CONTRACT

The Owner's address and its contact person are:

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

Attention: Joshua L. Williams

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

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

Attention: _________________
Phone: _______________________
Fax: _________________________

ARTICLE 2
PROGRAM AND SCOPE OF SERVICES

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

DeKalb Standard Form of Contract for Services Non-Sate Capital Outlay Projects (03.2014)
2.2 The Service Contractor represents to Owner that individuals that the Service Contractor shall utilize to fulfill and complete this Contract possess expertise in the following disciplines and possess the following accreditations or other credentials, if any:
____________________________________________________________________________

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

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

ARTICLE 3
SCHEDULE

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

ARTICLE 4
COMPENSATION

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

ARTICLE 5
WORKING RELATIONSHIP

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

5.2 The Owner shall have the right, at its sole discretion, to demand and require the Service Contractor to remove any employee or subcontractor working for the Service Contractor on the Program and to replace the employee or subcontractor without cost or liability to the Owner.
5.3 For purposes of safety and otherwise, the Service Contractor, at all times, shall ensure its ability to thoroughly and clearly communicate, in any and all necessary languages, with the Owner representative and with the Service Contractor’s employees, agents, representatives, and subcontractors. The Service Contractor agrees to employ one or more supervisory-level personnel capable of thoroughly and clearly communicating, in any and all necessary languages, with the Owner’s representative and with the Service Contractor’s employees, agents, representatives, and subcontractors, and that such supervisory-level and language-capable personnel shall be stationed at and assigned to the location(s) or site(s) where, and at all times when, any and all work or services under this Contract shall be performed.

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

ARTICLE 6

INVOICING

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

ARTICLE 7

CANCELLATION OR TERMINATION BY OWNER

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

7.2 Within three (3) business days of such cancellation or termination, the Service Contractor shall (i) comply with the requirements of Paragraph 6.3, above and (ii) produce, submit and deliver to the Owner all documents, material, data and information gathered or developed for the Program, including all of the items identified in Paragraphs 10.1, 10.2, and 10.3, below. Under no circumstances shall the Service Contractor assert any lien or other claim over or relating to any such documents, material, data and information.

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

ARTICLE 8

INDEPENDENT CONTRACTOR

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

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

ARTICLE 9
RESPONSIBILITY FOR SERVICES

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

9.2 If Services performed by the Service Contractor fail to meet the standards set forth in Paragraph 9.1, the Owner may elect to have the Service Contractor re-perform, or cause to be re-performed, at no cost to the Owner any of the Services which fail to meet said standards where: (i) such failure appears during the performance of the Service Contractor's Services or within one year from the date of completion of the Service Contractor's Services, and (ii) the Owner notifies Service Contractor of any such failure within sixty (60) days of the time that the failure becomes apparent. This Paragraph 9.2 shall not be interpreted to limit the right of the Owner to pursue and obtain any and all other remedies against the Service Contractor at law or in equity.

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

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

9.5 OWNER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED.

ARTICLE 10
OWNERSHIP OF WORK PRODUCT

10.1 Any reports, recommendations, estimates, specifications, drawings, technical data, sketches, computer software, and all other information developed, created, procured or requested by the Service Contractor in connection with its performance under this Contract (the DeKalb Standard Form of Contract for Services Non-Sate Capital Outlay Projects (03.2014))
“Information”) shall be the property of the Owner. In entering into this Contract, the Service Contractor hereby transfers to the Owner all right, title, and interest, including the copyright, in and to the Information.

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

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

ARTICLE 11

ACCOUNTING AND RECORDS

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

ARTICLE 12

COMPLIANCE WITH LAWS

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

ARTICLE 13

EQUAL EMPLOYMENT OPPORTUNITY

13.1 The Service Contractor will not discriminate against any worker, employee or applicant for employment because of race, color, religion, sex, national origin, age, citizenship status, veteran status, sexual orientation or handicap. The Service Contractor will take affirmative action to ensure that applicants are employed, and that workers are treated during employment, without regard to their race, color, religion, sex, national origin, age, citizenship status, veteran status, sexual orientation or handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
ARTICLE 14
CONTINGENCY FEES

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

ARTICLE 15
SUBCONTRACTORS

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

15.2 All of the Service Contractor’s Subcontractors shall be directly responsible to Service Contractor and shall be under the Service Contractor’s direct supervision. The Service Contractor shall be as fully responsible and accountable to the Owner for the acts and omissions of its Subcontractors and of persons either directly or indirectly employed by Subcontractors in the performance of Services under this Contract as the Service Contractor is for the acts and omissions of persons it directly employs. Other than the Owner being a third-party beneficiary to any agreement between the Service Contractor and its Subcontractors, no other contractual relationship between Owner and any subcontractor is created by any provision contained in this Contract.

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

ARTICLE 16
SUCCESSORS AND ASSIGNS

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

ARTICLE 17
INSURANCE

DeKalb Standard Form of Contract for Services Non-Sate Capital Outlay Projects (03.2014)
17.1 The Service Contractor and all Subcontractors shall maintain insurance in the types and coverage amounts shown below, which insurance shall provide coverage for Service Contractor during the term of this Contract. On the date the Service Contractor signs this Contract, the Service Contractor shall provide the Owner with (i) an endorsement from the insurer naming the DeKalb County School District and The DeKalb County Board of Education as an additional insured under the liability policies and (ii) certificate(s) verifying that these insurance coverages and limits are in force. Additional certificates of insurance shall be provided whenever individual policies are renewed (or replaced) on their anniversary date and at such other times as the Owner requests.

17.2 The insurance requirements of this Contract are:

<table>
<thead>
<tr>
<th>Type of Insurance</th>
<th>Coverage Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td>Workers Compensation</td>
<td>$1,000,000</td>
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<tr>
<td>Employer’s Liability</td>
<td>$1,000,000 annual aggregate</td>
</tr>
<tr>
<td>Comprehensive General Liability</td>
<td>$2,000,000 annual aggregate</td>
</tr>
<tr>
<td>Including Contractual Liability, Bodily Injury and Property Damage</td>
<td>$1,000,000 per occurrence</td>
</tr>
<tr>
<td>Comprehensive Auto Liability</td>
<td>$2,000,000 annual aggregate</td>
</tr>
<tr>
<td>Bodily Injury and Property Damage</td>
<td>$1,000,000 per occurrence</td>
</tr>
<tr>
<td>Covering Owned, Hired and Non-Owned Autos</td>
<td></td>
</tr>
</tbody>
</table>

17.3 The Service Contractor waives all rights, including rights of subrogation, against the Owner and its respective directors, officers, partners, Board Members, officials, agents, insurers, subcontractors, consultants and employees for damages covered by any type of insurance during and after the completion of the Work.
ARTICLE 18

TERMINATION FOR CAUSE

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

ARTICLE 19

INDEMNIFICATION

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

ARTICLE 20

CONTRACT ADMINISTRATION

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

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

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

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

20.5 This Contract shall be governed by the laws of the State of Georgia.
ARTICLE 21

FORCE MAJEURE

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

ARTICLE 22

CAPTIONS

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

ARTICLE 23

ENTIRE AGREEMENT

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

ARTICLE 24

MISCELLANEOUS

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

24.2 Any claim, dispute or other matter in question arising out of or related to this Contract shall be subject to mediation as a condition precedent to the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Service Contractor’s services, the Service Contractor may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation. The Owner and Service Contractor shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to this Contract and with the American Arbitration Association. The request may be made concurrently with the filing of a civil action but, in such event, mediation shall proceed in advance of legal or equitable proceedings, which may be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or a court order. The parties shall share the mediator’s fee and any filing fees equally. The mediation shall be held in the place where the Program is located, unless another location is mutually agreed upon. Subject to the express approval of the DeKalb
County Board of Education, agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

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

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

OWNER:  

DEKALB COUNTY BOARD OF EDUCATION  

By:  

[Signature]  

[Printed Name, Title]  

By:  

[Signature]  

[Printed Title]

Mr. Michael Thurmond  

[Printed Name]  

Superintendent  

[Printed Title]  

1701 Mountain Industrial Blvd  

Stone Mountain, GA 30083  

[Printed Address]  

[Date of Execution]

SERVICE CONTRACTOR:  

[Typed Name]  

By:  

[Signature]  

[SEAL]  

[Printed Name]

Joshua L. Williams, Chief Operations Officer  

DeKalb Standard Form of Contract for Services Non-Sate Capital Outlay Projects (03.2014)
EXHIBIT “A”

END
This checklist is provided to assist Proposers in the preparation of their proposal response. Included in this checklist are important requirements that are the responsibility of each Proposer to submit with their response in order to make their proposal response fully compliant. This checklist is only a guideline; it is the responsibility of each Proposer to read and comply with the Request for Proposal in its entirety.

### Owner’s Standard Forms:

<table>
<thead>
<tr>
<th>Attachment</th>
<th>Description</th>
<th>Include with Proposal</th>
<th>Check Box to Confirm Inclusion</th>
</tr>
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<tbody>
<tr>
<td>A</td>
<td>Owner’s Criteria and Narrative Scope (2 pages)</td>
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<tr>
<td>B</td>
<td>Service Contractor Fixed Price Proposal Form (4 pages)</td>
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</tr>
<tr>
<td>C</td>
<td>Corporate Certificate (1 page)</td>
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</tr>
<tr>
<td>D</td>
<td>Partnership Certificate (1 page)</td>
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<tr>
<td>E</td>
<td>Entity Certificate (1 page)</td>
<td>YES</td>
<td>□</td>
</tr>
<tr>
<td>F</td>
<td>Illegal Immigration Reform and Enforcement Act of 2011 (6 pages)</td>
<td>YES</td>
<td>□</td>
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<tr>
<td>G</td>
<td>Offeror’s and Individuals’ Affidavit of NonCollusion (2 pages)</td>
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<td>□</td>
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<tr>
<td>H</td>
<td>Conflict of Interest Disclosure Form (1 page)</td>
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<td>□</td>
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<tr>
<td>I</td>
<td>Consent to Release Information (1 page)</td>
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<td>□</td>
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<tr>
<td>K</td>
<td>RFP Checklist (2 pages)</td>
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<td>□</td>
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<td>L</td>
<td>Proposal Delivery Label (1 page)</td>
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### Other Requirements:

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<th>Requirement</th>
<th>Include with Proposal</th>
<th>Check Box to Confirm Inclusion</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sample Certificate of Insurance, per General Requirements Item F.</td>
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<td>□</td>
</tr>
<tr>
<td>Copy of Business License, per General Requirements Item Q.</td>
<td>YES</td>
<td>□</td>
</tr>
<tr>
<td>Acknowledgement of ALL addenda (if any) below &amp; on the Price Proposal Form</td>
<td>YES</td>
<td>□</td>
</tr>
<tr>
<td>Acknowledgement of Acceptance of Owner's Service Contract</td>
<td>YES</td>
<td>□</td>
</tr>
</tbody>
</table>

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

Further, the undersigned, being duly sworn, states on oath that no disclosures of ownership have been withheld from the Board, that the information provided herein is current, and Firm or Consultant or and its officers and employees have not entered into any agreement with any other or with any other consultant, person, firm or corporation relating to any prices or other terms named in this RFP or any other RFP, nor has it entered into any agreement or arrangement under which a person, firm, consultant or corporation is to refrain from responding to this RFP.
Name of Firm or Consultant: _________________________________________________________

Signature: ___________________________ Printed Name: _____________________________

Title: ___________________________ Date: ____________________________

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

Notary Public: _____________________________ My commission expires: __/__/___.

(SEAL)

THE DEKALB COUNTY SCHOOL DISTRICT RESERVES THE RIGHT TO REJECT ANY AND ALL PROPOSALS AND TO WAIVE INFORMALITIES.
ATTACHMENT L: PROPOSAL DELIVERY LABEL

DELIVER TO:

DeKalb County Board of Education
Attn: Joshua L. Williams, Chief Operations Officer
1780 Montreal Road
Tucker, Georgia 30084

SEALED PROPOSAL – DO NOT OPEN
(affix to package)

RFP No: 15-752-027

RFP Title: Commercial Real Estate Services

Due Date/Time: Tuesday, January 6, 2015, no later than 2:00 PM

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

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

This information will assist Procurement Services in the preparation of future RFP’s.

RFP Number: 15-752-027  Title: Commercial Real Estate Services

Company Name: _______________________________________________________________

Contact: _______________________________________________________________________

Address: _______________________________________________________________________

Telephone: ______________ Fax: ______________ Email: ____________________________

Please check reason for a “no submittal.”

_____ Specifications ‘too tight”, geared toward one brand or manufacturer (explain below)
_____ Insufficient time to respond
_____ Specifications unclear (explain below)
_____ We do not offer this product/service or an equivalent
_____ Our product schedule does not permit us to perform
_____ Unable to meet specifications
_____ Unable to meet bond requirements
_____ Unable to hold prices respondent throughout the term of the contract period
_____ Unable to meet insurance requirements

_____ Other_____________________________________________________________________

Explanation:____________________________________________________________________

____________________________________________________________________________

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