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

**Revised 8.24.2015**  
Request for Proposals (RFP) No. 16-752-002  
for  
DESIGN/BUILD SERVICES  

**Project:** Design/Build Services for Adams Stadium Improvements  
**DCSD Project No.:** 200-422  
**Location:** 2415 N. Druid Hills Rd, Atlanta, GA 30329  
**Owner:** DeKalb County Board of Education (the “Board”)

### Solicitation Timeline Summary

<table>
<thead>
<tr>
<th>EVENT</th>
<th>DATE(S)</th>
<th>TIME</th>
<th>LOCATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Solicitation Opens</td>
<td>August 20, 2015</td>
<td></td>
<td><a href="http://www.dekalb.k12.ga.us/solicitations">http://www.dekalb.k12.ga.us/solicitations</a></td>
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<tr>
<td>Mandatory Pre-Proposal Conference</td>
<td>September 1, 2015</td>
<td>10:00 AM</td>
<td><a href="http://www.dekalb.k12.ga.us/solicitations">Sam A. Moss Center, 1780 Montreal Rd. Tucker, GA 30084</a></td>
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<tr>
<td>Mandatory Site Visit</td>
<td>September 1, 2015</td>
<td>Immediately following Pre-proposal Conference</td>
<td><a href="http://www.dekalb.k12.ga.us/solicitations">2415 N. Druid Hills Rd, Atlanta, GA 30329</a></td>
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<tr>
<td>Additional Site Visits</td>
<td>Upon Request</td>
<td>TBA</td>
<td><a href="http://www.dekalb.k12.ga.us/solicitations">Contact Belinda Quillet to arrange: 678-676-1373 or belinda_quillet@dekalbschoolsga.org</a></td>
</tr>
<tr>
<td>Final Questions Due</td>
<td>September 16, 2015</td>
<td>2:00 PM</td>
<td><a href="mailto:dcsd-op-bidquestion@dekalbschoolsga.org">dcsd-op-bidquestion@dekalbschoolsga.org</a></td>
</tr>
<tr>
<td>Final Addendum</td>
<td>September 28, 2015</td>
<td>2:00 PM</td>
<td><a href="http://www.dekalb.k12.ga.us/solicitations">http://www.dekalb.k12.ga.us/solicitations</a></td>
</tr>
<tr>
<td>Proposal Due Date &amp; Time</td>
<td>October 1, 2015</td>
<td>2:00 PM</td>
<td><a href="http://www.dekalb.k12.ga.us/solicitations">Sam A. Moss Center, 1780 Montreal Rd. Tucker, GA 30084</a></td>
</tr>
<tr>
<td>Selection Committee Evaluation</td>
<td>October 5 - 7, 2015</td>
<td></td>
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</tr>
<tr>
<td>Anticipated Board Review and Approval</td>
<td>November 2, 2015</td>
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</tr>
<tr>
<td>Anticipated Notice of Award</td>
<td>November 3, 2015</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
# Table of Contents

<table>
<thead>
<tr>
<th>Section</th>
<th>Title</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>I.</td>
<td>DEFINITION OF TERMS</td>
<td>4</td>
</tr>
<tr>
<td>II.</td>
<td>BACKGROUND</td>
<td>5</td>
</tr>
<tr>
<td>III.</td>
<td>PURPOSE</td>
<td>5</td>
</tr>
<tr>
<td>IV.</td>
<td>GENERAL REQUIREMENTS</td>
<td>6</td>
</tr>
<tr>
<td>A.</td>
<td>Respondent Performance</td>
<td>6</td>
</tr>
<tr>
<td>B.</td>
<td>Non-Discrimination</td>
<td>6</td>
</tr>
<tr>
<td>C.</td>
<td>Drug-Free Workplace</td>
<td>6</td>
</tr>
<tr>
<td>D.</td>
<td>Smoke-Free Workplace</td>
<td>6</td>
</tr>
<tr>
<td>E.</td>
<td>Costs Incurred</td>
<td>6</td>
</tr>
<tr>
<td>F.</td>
<td>Insurance</td>
<td>6</td>
</tr>
<tr>
<td>G.</td>
<td>Indemnification</td>
<td>7</td>
</tr>
<tr>
<td>H.</td>
<td>Interviews</td>
<td>8</td>
</tr>
<tr>
<td>I.</td>
<td>Contract Terms</td>
<td>8</td>
</tr>
<tr>
<td>J.</td>
<td>Permits and Applicable Law</td>
<td>8</td>
</tr>
<tr>
<td>K.</td>
<td>Non-Collusion</td>
<td>8</td>
</tr>
<tr>
<td>L.</td>
<td>Conflict of Interest</td>
<td>8</td>
</tr>
<tr>
<td>M.</td>
<td>Confidentiality and Non-Disclosure</td>
<td>8</td>
</tr>
<tr>
<td>N.</td>
<td>Business License</td>
<td>9</td>
</tr>
<tr>
<td>O.</td>
<td>Rights Reserved</td>
<td>9</td>
</tr>
<tr>
<td>P.</td>
<td>Taxes</td>
<td>9</td>
</tr>
<tr>
<td>Q.</td>
<td>Conditional Proposals</td>
<td>9</td>
</tr>
<tr>
<td>R.</td>
<td>Respondent Failure</td>
<td>9</td>
</tr>
<tr>
<td>S.</td>
<td>Georgia Open Records Act</td>
<td>9</td>
</tr>
<tr>
<td>T.</td>
<td>No Assignment of Award</td>
<td>9</td>
</tr>
<tr>
<td>U.</td>
<td>The Laws of the State of Georgia</td>
<td>9</td>
</tr>
<tr>
<td>V.</td>
<td>Proposal Duration</td>
<td>10</td>
</tr>
<tr>
<td>W.</td>
<td>Bid Bond</td>
<td>10</td>
</tr>
<tr>
<td>X.</td>
<td>Payment and Performance Bonds</td>
<td>10</td>
</tr>
<tr>
<td>Y.</td>
<td>Design/Build Firm’s Qualifications</td>
<td>10</td>
</tr>
<tr>
<td>Z.</td>
<td>Owner’s Design and Construction Contract Form</td>
<td>11</td>
</tr>
<tr>
<td>V.</td>
<td>SITE INFORMATION</td>
<td>11</td>
</tr>
<tr>
<td>VI.</td>
<td>SCOPE OF SERVICES</td>
<td>11</td>
</tr>
</tbody>
</table>
VII. PROPOSAL SUBMISSION REQUIREMENTS.......................................................... 14
VIII. EVALUATION AND AWARD OF CONTRACT .............................................. 19
IX. DESIGN FEE ................................................................................................. 19
X. CONTACT AND SUBMISSION DEADLINE .................................................... 20
XI. PROTEST PROCESS ....................................................................................... 20

Owner's Information and Criteria for Design and Construction:

Appendix A: Owner's Preliminary Program Narrative (12 pages)
Appendix B: Special Conditions (4 pages)
Appendix C: Division 01 General Requirements (43 pages)
Appendix D: DCSD 2020 Vision – Educational Specifications and Design Guidelines issued June 8, 2015 (85 pages)
Appendix E: 2015 Football Schedules (3 pages)
Appendix F: Aerial Image of Adams Stadium (1 page)
Appendix G: Facility Condition Assessment Report for Adams Stadium (38 pages)
Appendix H: Contract for Fixed Price Design and Construction Services (65 pages)
Appendix I: Performance Bond (3 pages)
Appendix J: Payment Bond (4 pages)
Appendix K: Affidavit for Payment (2 pages)
Appendix L: Owner’s Master Schedule (1 page)

Owner's Standard Forms:
Attachment A: Design/Builder’s RFP Checklist (2 pages)
Attachment B1: Corporate Certificate (1 page)
Attachment B2: Partnership Certificate (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: Subcontractor Affidavit of Noncollusion (1 page)
Attachment F: Conflict of Interest Disclosure Form (2 pages)
Attachment G: Consent to Release Information
Attachment H: Bid Bond (1 page)
Attachment I: Fixed Price for Design and Construction Proposal (8 pages)
Attachment J: Proposal Delivery Label (1 page)
Attachment K: No Submittal Response Form (1 page)
I. 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 of a project and a firm of professionals (Design/Build Firm) for the development of contract documents and performance of contract administration of a construction project.

Design/Build Firm - a person or entity who submits a Proposal to perform both the design and construction work for the schools, and may also sometimes be referred to as an “Offeror.”

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

GaDOE – Georgia Department of Education.

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 Design/Build Firm.

Notice to Proceed – The written notice issued by DCSD to the Design/Build Firm authorizing the Design/Build Firm 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.
II. BACKGROUND
As the third largest school district in Georgia, the DeKalb County School District (DCSD) has more than 15,000 full-time employees and serves over 98,000 students throughout DeKalb County. DCSD has approximately 154 facilities, including 78 elementary, 19 middle and 21 high schools; seven centers; five stadiums; and five administration buildings. Most facilities were constructed in the 1950’s and 1960’s. Almost all facilities have had some form of renovation, repair, or addition over the years.

Since 1997, DCSD has utilized SPLOST (Special Purpose Local Option Sales Tax) funds as the primary funding source for its Capital Improvement Programs (CIP). On November 8, 2011, DeKalb County voters approved DCSD’s fourth SPLOST program through the utilization of the approved SPLOST IV funds, in conjunction with the State of Georgia’s Capital Outlay Program. It is anticipated that approximately $496 million will be available to fund the District's 2012-2017 CIP.

Previous SPLOST programs have been managed through a DCSD Staff augmented team. SPLOST IV will be managed with a Program Management format and not staff augmentation. URS Corporation has been contracted to provide the Program Management Services.

A copy of the CIP Summary and more detailed information regarding the CIP can be obtained on the District’s website at www.dekalb.k12.ga.us/splost-iv.

III. PURPOSE
The purpose of this RFP is to solicit proposals from Design/Build Firms to provide professional design/build services for stadiums. This solicitation is specifically for Adams Stadium. Final documents will become the property of DCSD.

The Design/Build Firm is responsible for the successful, timely, and economical completion of the construction project identified in this RFP.

The scope of work for the RFP includes full professional Design and Construction services for the complete design and construction (Site, Field, and Systems) of Adams Stadium located at 2415 N. Druid Hills Rd, Atlanta, GA 30329, as specified per the Owner’s Criteria for design and construction, the Preliminary Program Narrative, and the Contract Documents.

The Design/Build Firm shall review the entire existing facility and site to determine if there are code issues that need to be addressed other than those listed in the scope of services, to ensure full compliance with the GaDOE and all federal, state, and local regulatory agencies.

The anticipated construction delivery method for these projects is Design/Build, depending upon the Stated Cost Limitation. The selected Design/Build Firm shall provide professional services for the projects as described in Section V of this RFP.

At a minimum these capital renewal projects should meet the DCSD 2020 VISION - Design Program and Guidelines, (Appendix D). The current version can also be accessed on the DCSD website at: http://www.dekalb.k12.ga.us/www/documents/splost-iv/guidelines/design-guidelines.pdf
IV. GENERAL REQUIREMENTS

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

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

B. 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.

C. 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.

D. 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.

E. 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.

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

1) The Design/Build Firm shall maintain the following errors and omissions insurance at all times this Contract is in effect and for a period of three (3) years after Final Completion of the Projects:

   a. Within five days after the execution of this Contract the Design/Build Firm shall file with the Owner the certificate from an insurance company authorized to do business in the State of Georgia showing issuance of errors and omissions insurance (professional liability insurance) with minimum limits per claim of 20% of the Stated Cost Limitation but not less
than the minimum limits of $2,000,000 per claim coverage, $2,000,000 aggregate. Such errors and omissions insurance shall be with a deductible amount of no more than $50,000 per claim unless a different deductible amount is (i) agreed upon in writing by the Owner and (ii), if necessary for the benefit of the Owner, approved by the Georgia Department of Education.

b. The coverage provided herein shall contain an endorsement providing a sixty (60) day notice to the Owner prior to any cancellation of said coverage. Said coverage shall be written by an insurer acceptable to the Owner and shall be in a form acceptable to the Owner.

2) The Design/Build Firm shall maintain the following other insurance at all times this Contract is in effect and for a period of three (3) years after Final Completion of the Projects. The Design/Build Firm shall secure the following insurance at his own expense and shall file Certificates of Insurance with the Owner within five (5) days after the execution of this Contract. Insurance will not be acceptable unless written by a Company licensed by the State Insurance Department to do business in Georgia at the time the policy is issued and the company must in addition be acceptable to the Owner.

   a. Workmen’s Compensation and Employer’s Liability to statutory limits.

   b. Comprehensive Commercial General Liability including Owner’s & Contractor’s Protective with the following limits;

       1. General Aggregate: $1,000,000;
       2. Products and Completed Operations Aggregate: $1,000,000;
       3. Personal & Advertising Injury: $1,000,000;
       4. Each Occurrence: $1,000,000;
       5. Fire Damage (Any one fire): $50,000; and,
       6. Medical Expense (Any one person): $5,000.

   c. Automobile Liability (owned, non-owned, hired) with combined single limit of $1,000,000 per occurrence.

The Owner shall be included as an additional insured on the coverages specified in subparagraphs 2.b. and 2.c. 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 evidenced by return receipt of registered letter.

G. Indemnification

The Design/Build Firm shall indemnify and hold harmless the Owner from and against all liability, claims, damage, loss, liens, costs and expenses, including without limitation attorneys’ fees and litigation expenses, arising out of, or resulting from, the services of the Design/Build Firm. In the event the Owner is alleged to be liable on account of alleged acts or omissions, or both, of the Design/Build Firm, the Design/Build Firm shall defend such allegations through counsel chosen by the Owner and the Design/Build Firm shall bear all costs, fees, expenses of such defense, including but not limited to, all attorneys’ fees and expenses, court costs, expert witness fees and expenses. The Design/Build Firm shall not be required to indemnify or hold harmless the Owner against claims for damages, losses, or expenses, including attorneys’ fees, caused by or resulting from the sole negligence of the Owner.
H. Interviews
DCSD reserves the right to require Respondents to participate in one or more interviews with DCSD staff. Respondents must be prepared to discuss the salient points of their proposal within two (2) normal working days of being asked to participate in interviews. There are to be no presentations, individually or collectively, without such invitation.

I. Contract Terms
Appendix H is DeKalb County School District’s Standard Form of Contract for Fixed Price Design and Construction Services (Non State Capital Outlay Projects) between the DeKalb County Board of Education and the Design/Build Firm, 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 with the responder’s response to the request for proposals. 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.

J. 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.

K. 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.

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

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

O. 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.

P. 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.

Q. 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.

R. 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.

S. 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.

T. 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.

U. The Laws of the State of Georgia
This RFP and subsequent agreements are subject to the laws of the State of Georgia.
V. Proposal Duration
Proposals submitted in response to this RFP must be valid for a period of one hundred and twenty (120) days from proposal submission deadline, as indicated by submission of the Design Fee Form.

W. Bid Bond
The Design/Build Contractor’s Proposal shall be accompanied by a Bid Bond in the exact form set forth herein. The Bid Bond shall be in an amount not less than 5% of the Fixed Price Proposal. The amount stated in the Bid Bond shall be included as an exact dollar figure written in numeric and word form. Failure to do so shall result in your proposal being deemed non-responsive. A Bid Bond submitted using an AIA document is unacceptable and shall result in your proposal being deemed non-responsive. The attorney-in-fact who executes the Bid Bond on behalf of the surety shall affix to the Bid Bond a certified and current power of attorney. The surety must be satisfactory to the Owner, and must be licensed to do business in Georgia as approved by the State Insurance Commissioner’s Office. No other form of bid security will be accepted. The Owner shall have the right to retain the Bid Bond of all GCs until either (a) the Agreement has been executed and a satisfactory Payment Bond and Performance Bond have been furnished, or (b) ninety (90) days after Proposal opening, or (c) all Proposals have been rejected. Except as otherwise expressly allowed by law, no Proposal may be withdrawn for a period of ninety (90) days following the closing time and date for receipt of Proposals, and all Proposals are subject to acceptance by the Owner during said period, and each Design/Build Contractor so agrees by submitting a Proposal.

X. Payment and Performance Bond
Design/Builder shall furnish separate performance and payment bonds to Owner. Each bond shall set forth a penal sum in an amount not less than the Contract Price. Each bond furnished by Design/Builder shall incorporate by reference the terms of the Contract as fully as though they were set forth verbatim in such bonds. In the event the Contract Price is adjusted by Change Order executed by Design/Builder, the penal sum of both the performance bond and the payment bond shall be deemed increased by like amount. The performance and payment bonds furnished by Design/Builder shall be in the exact form provided by the Owner and shall be executed by a surety, or sureties, licensed in the State of Georgia by the Office of Commissioner of Insurance, rated A or better by A.M. Best Company, listed on the United States Department of Treasury’s Listing of Approved Sureties (Treasury Department Circular 570) as a surety authorized to write bonds for the U.S. Government with a total underwriting limitation equal to or greater than the penal sum of the bonds as adjusted from time to time, and not otherwise reasonably objectionable to the Owner.

Y. Design/Build Firm’s Qualifications:
1. The Owner, before Contract Award, will require Design/Build Firms to document that they are “responsible” to the satisfaction of the Owner.
2. The Design/Build Firm will be required to show that they have the necessary facilities, technical ability, licenses, and financial resources to execute the Design Services and the Work in a satisfactory manner within the time specified.
3. It is preferable that the Design/Build Firm has experience providing design build services for K-12 public school programs.
4. The Owner shall have the right to make inquiries as it deems necessary to determine the ability of the Design/Build Firm to perform the Design Services and the Work in a prompt and efficient matter in accordance with the Contract Documents. The failure of a Design/Build Firm to promptly supply information in connection with the Owner’s inquiry shall be grounds for a determination that such Design/Build Firm is not responsive, not responsible, or both.
5. In determining the qualifications and responsibility of the Design/Build Firm, the Owner may take into consideration any and all relevant facts and circumstances available to it including, but not limited to, the Design/Build Firm’s experience, capacity, facilities, previous work standing, financial standing, skill, available supervisory personnel, available labor, quality and efficiency of construction plant and equipment proposed to be utilized on the Project.
The Owner shall have the right to reject the Proposal of any Design/Build Firm failing to show to the satisfaction of the Owner the Design/Build Firm could perform the Design Services and the Work in a prompt and efficient manner in accordance with the Contract Documents. Design/Build Firms may be afforded an opportunity for discussion, negotiation and revision of Proposals for the purpose of obtaining best and final offers. In the event the Owner deems it necessary or appropriate, all responsible Design/Build Firms 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.

Z. Owner's Design and Construction Contract Form:
Included and made a part of this RFP is the Owner's Standard Form of Contract for Fixed Price Design and Construction Services (“Agreement” or “Contract”). Design/Build Firms are responsible for the review of this document in the preparation of their Proposals. The successful Design/Build Firm shall comply with all insurance requirements set forth in the Agreement and any other Contract Documents, and the Design/Build Firm’s attention is directed to the insurance exhibit to the Agreement. These insurance requirements shall be considered in the preparation of the Design/Build Firm’s Proposal.

V. SITE INFORMATION
Located at 2415 N. Druid Hills Rd, Atlanta, GA 30329, Adams Stadium was constructed in 1968, and has a seating capacity of 8,500.

VI. SCOPE OF SERVICES
The following is a list of anticipated scope elements for each of the facilities. This is not intended to be an all-inclusive list of the scope of work. The selected Design/Build Firm shall confirm and obtain DCSD approval of full scope of work prior to the start of design. A formal Notice to Proceed (NTP) shall be provided by the Owner or its designated representative prior to proceeding with each design milestone. The Design/Build Firm will be responsible for confirming the need for these elements and for making recommendations if an element is deemed unnecessary or if a more pressing element is discovered. For more details on what is expected of the Design/Build Firm, see the General Services section below.

General Services
The following generally highlights the services that the Design/Build Firm and its subconsultants will be required to perform:

A. Design Services
1. Prior to starting Schematic Design, the Design/Build Firm will perform a preliminary consultation with the Owner including, but not limited to, reviewing the Owner’s policies, concepts, objectives, design criteria, schedule, budget, and operational needs for these projects. The Design/Build Firm will submit within 10 days of NTP, a written report with their proposed recommendations, solutions to problems, etc.

2. The Design/Build Firm will prepare and submit a Design Schedule.

3. The Design/Build Firm will prepare and submit schematic design documents per the requirements of Appendix A: Owner's Preliminary Program Narrative and the Design/Build Firm’s Detailed Design Schedule.

4. The Design/Build Firm will prepare and submit a construction estimate based on the Schematic Design documents. This estimate will be compared with the stated cost limitation (SCL) for these projects. If the estimate is more than 5% over the SCL, then the Design/Build Firm will prepare new schematic design documents and prepare a recovery schedule.
5. The design scope shall be based upon a Construction Stated Cost Limitation (SCL) of $1,650,000.00.

6. The Design/Build Firm will submit documents as outlined below for review by DCSD and the Program Manager.

7. Once Schematic Design Documents are reviewed and approved and upon written direction to proceed, the Design/Build Firm will proceed with the 50% Construction Document phase per Appendix A: Owner’s Preliminary Program Narrative and the Design/Build Firm’s Detailed Design Schedule.

8. The process used for Schematic Design Phase as outlined in items #3 – 7 above will be performed for the 50% and 100% CD Phases.

9. The Design/Build Firm will submit to DCSD and the Project Manager reports, drawings, specifications, and estimates for review according to the chart below:

<table>
<thead>
<tr>
<th></th>
<th>Reports</th>
<th>Drawings</th>
<th>Specifications</th>
<th>Estimates</th>
</tr>
</thead>
<tbody>
<tr>
<td>Preliminary Consultation</td>
<td>✓</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Schematic Design</td>
<td>✓ ✓</td>
<td>✓ ✓</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>Construction Documents – 50%</td>
<td>✓ ✓</td>
<td>✓ ✓</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>Construction Documents – 100%</td>
<td>✓ ✓</td>
<td>✓ ✓</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>Others as required</td>
<td>✓ ✓</td>
<td>✓ ✓</td>
<td>✓</td>
<td>✓</td>
</tr>
</tbody>
</table>

*This information will be submitted to the GaDOE for review, comment, and approval.

10. The Design/Build Firm will visit the stadium site. All areas of the existing facility will be made available to the Design/Build Firm and it is expected that the Design/Build Firm will study these areas to fully understand any and all accessible existing conditions. The Design/Build Firm shall investigate and document any limitations to be resolved during the design process.

11. Coordination with DCSD’s Technology Department is critical during the Design Phase. DCSD’s Technology Department will design the Technology components and the Design/Build Firm will incorporate this design into the contract documents. The DCSD Technology Department will be responsible for the installation of the IT equipment, cabling and wiring. The Design/Build Firm will be responsible for the supporting infrastructure (conduit, boxes, etc.).

12. Provide complete construction contract documents with professional seals and signatures in accordance with the requirements of the Georgia Department of Education Facilities Services Unit.

13. Assure that the construction contract documents are in conformance with generally accepted architectural and engineering practices and comply fully with all applicable DCSD and GaDOE criteria, along with all federal, state, and local codes and laws.

14. Provide full and complete specifications including Division 1- General Conditions, reflecting current DCSD and GaDOE requirements. Specify materials and equipment that are readily available, in order to avoid delivery concerns during construction.

15. Provide phasing plans, as appropriate, for construction. Include submission to and approval by DCSD and the Fire Marshal for the phased exiting of the facility.
16. Provide design for on-site swing space (modular) as appropriate for the improvement activities; i.e. phasing.

17. Provide design drawings and specifications for demolition of areas, as appropriate.

18. Provide design drawings and specifications for security system (cameras, alarm, card access, motion detectors, recording devices, etc.), and MIS conduit/raceways, as needed. Equipment and cabling design and installation will be provided by approved DCSD vendors, as appropriate.

19. Coordinate entrance design with and obtain approval from the agencies having jurisdiction as appropriate. Provide renderings when exterior modifications to the building are made.

20. Coordinate and design all utility connections (gas, electrical, plumbing, sewer) with local utility provider and obtain necessary approvals. Deposits will be paid for by the District. The Design/Build Firm will coordinate this effort.

21. Represent DeKalb County School District by presenting necessary oral and/or graphic presentations to state and county agencies, or any other group having interest in the projects per the direction of DCSD.

22. Complete all forms and documents in formats required by GaDOE and any other state or county agency.

23. Each design phase submittal must include a detailed cost estimate confirming that the cost of the design is below the construction SCL for the respective project. Design estimates will be reviewed by the program manager. If the estimate shows a cost more than 5% greater than the SCL, the Design/Build Firm must redesign the project to be below the construction SCL at no additional cost to the owner. The Design/Build Firm will also be required to develop a recovery schedule to complete the design in the original timeframe.

24. DCSD has adopted and implemented Primavera P6 as the standard scheduling software program for the District. All Contractors with a project construction values exceeding a SCL of $1 million will be required to use P6 for that project and the Design/Build Firm of Record will have to be versed in P6 in order to review and comment on the contractor's schedule. For construction contracts with values under $1 million, the Design/Build Firm will be responsible for posting all project documents from the GC into PCM.

25. The Design/Build Firm shall also comply with all activities and terms as outlined in the Standard Form of Contract for Fixed Price Design and Construction Services (Non-State Capital Outlay Projects) between the DeKalb County Board of Education and the Design/Build Firm. See Appendix H.

26. Provide the selected GC with three (3) copies of the construction contract documents (specifications and drawings) at the Preconstruction Conference.

27. The Design/Build Firm will develop the list of required shop drawings, product data, samples, etc. and issue it to the selected GC. The selected GC will take the list and incorporate it into their project construction schedule.

28. The Design/Build Firm is responsible for providing and submitting all permit packages to the proper authorities. The Design/Build Firm is responsible for pursuing the issuance of the permits. The Design/Build Firm is still responsible for assisting the contractor and for responding to any questions or issues documented by the permitting authorities.
29. The Design/Build Firm will update DCSD’s state inventory plans at the end of construction.

30. The Design/Build Firm will perform Contact Administration for these projects.

B. Primavera Contract Management
DCSD has adopted and implemented Oracle’s Primavera Contract Management System (PCM) as the District’s project management software. DCSD will issue one license to the successful Design/Build Firm and expects the Design/Build Firm to participate in the management of these projects within the PCM guidelines. This management will be performed in conjunction with DCSD and the Program Manager. This includes but is not limited to:

1. General
   - All documentation will be processed through PCM
   - All meeting minutes will be produced and issued through PCM
   - All questions and answers will be processed through PCM
   - All invoicing – architect’s, contractor’s, vendors’, etc. will be processed through PCM

2. Schematic Design Phases
   - All drawings will be posted in PCM as one package for each phase (one file for SD)
   - The detailed estimate will be posted in PCM for each phase
   - All reports will be posted individually in PCM

3. Construction Document Submittals (50%, 100%)
   - All drawings for the 50% CD submittals will be posted in PCM as one package
   - The detailed estimate will be posted in PCM for the 50% submittals
   - All reports will be posted individually in PCM
   - A detailed estimate is not required at 100% drawings
   - Each individual drawing will be posted to PCM (as individual files) at the 100% drawing submittal

4. Contract Administration
   - RFIs will be processed in PCM
   - Submittals will be processed in PCM
   - Shop drawings will be processed in PCM
   - Samples (color boards, brick, etc.) will be processed outside PCM, but will be tracked by a transmittal inside PCM
   - Invoices will be processed in PCM

VII. PROPOSAL SUBMISSION REQUIREMENTS

A. All Respondents must attend the mandatory pre-proposal conference and mandatory site visit scheduled by DeKalb County School District as described in this RFP. Attendance is required to submit a proposal for this project.

B. All Proposals shall be signed by an authorized principal of the Design/Build Firm. 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 Design/Build Firm’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. Each copy of the proposal shall be in a three (3) ring binder, in the format identified in Item G below, with each section separated and tabbed.


F. A Delivery Label (Attachment J) 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. The Design/Build Firm’s sealed proposal shall be submitted in the following format:

0. Cover Letter

1. Firm Overview (5 points):

   a. Profile of Firm: Firm name, address of firm headquarters and branch office handling the Project as well as related telephone and fax numbers. Include 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 the case of a joint venture, provide the same information for each partner in the joint venture.

   b. Local Office: Provide similar information for your local office if different that your headquarters as listed in “a” above.

   c. Firm Resources: List the number of permanent employees by professional discipline.

   d. Subconsultant Resources: List the number of permanent employees by professional discipline.

   e. Firm Organizational Chart: Provide an organization chart of the firm.

2. Firm’s Related Building and Design Experience (30 points):

   a. Major consideration will be given to the successful completion of previous projects comparable in design, scope and complexity. This will include evaluating the firm’s performance and quality of work on previous projects.

   b. List the projects which best illustrate the experience of the firm which utilized the current staff which is being assigned to this Project. (List no more than 10 projects and do not list projects which were completed by your firm more than ten years ago). Include the following for each project:

      - Name and location of the project.
      - The nature of the firm’s responsibility on the project. (Design, Construction, or Design/Build)
      - Project owner’s representative name, address and telephone number.
      - Project user’s representative name, address and telephone number.
      - Date project was completed.
      - Project Type (elementary school, middle school, high school or other)
      - Project Description
      - Project Size (square feet), (Value ($), and Start and Finish (Substantial Completion) Dates
      - Role and Responsibility (Scope) Your Firm had on Project
      - Contract Value Your Firm had on Project – Original and Final (explain if value is significantly different from original to final)
c. Firm’s Key Staff Experience: For each employee that has experience relevant to the scope of work outlined in this RFP, include a paragraph which outlines this experience.

3. Proposed Project Staff (20 points):
   3.1 The firm shall name the actual staff to be assigned to this Project, describe their ability, experience and indicated the function of each within their organization and their proposed role on this Project. It is the intent that the proposed staff shall be assigned to this Project unless otherwise approved by Owner. If interviews are conducted, the staff presented shall be present at the time of the interview.

   3.2 Give brief resumes of key persons to be assigned to the Project including, but not limited to the following:
      a. Name and title.
      b. Job assignment for other projects.
      c. How many years with this firm. For sub-consultants, list prior projects your firm has worked with sub-consultants.
      d. How many years with other firms.
      e. Experience including types of projects, size of projects (dollar value and square footage of project), and specific project involvement.
      f. Active registrations (if any).
      g. 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.

4. Workload (5 points):
   4.1 Firms and their sub-consultant(s) shall provide a list of outstanding projects, client names, status of completion, anticipated completion date, and dollars committed on open projects workload. Furthermore, if submitting firm is a joint venture they shall also include projects for each firm comprising the joint venture.

   Definition of sub-consultant as it relates to this process: An individual and/or firm contracted or to be contracted by the submitting entity to provide services related to or part of those which will be required as part of this selection process.

5. Project Specific Approach (20 points):
   5.1 Describe your Firm’s specific design approach for this project and how you propose to implement the design process based on the Owner’s Master Schedules (Appendix L). Provide a detailed design schedule incorporating the activities and durations.

   5.2 Describe your specific approach to involve the community, its stakeholders and school representatives throughout the design process for this project.

   5.3 Describe your Firm’s approach to working with a General Contracting firm and with phased construction (as appropriate) for this projects.

6. Financial Information (10 points):
   The Design/Build Firm’s financial capability is to be expressed in the financial statement (audited financial information current within the past twelve months, such as a balance sheet and statement of operations) and should indicate the resources and the necessary working capital to assure financial stability through the completion of the projects. A certified audit is preferred; however, the Design/Build Firm’s most recent tax return and balance sheet will be accepted.
The statement can be labeled Confidential. Disclose any material changes in the business operations of the Firm, including without limitation any pending bankruptcy proceedings, bankruptcies, receiverships, mergers, acquisitions, stock acquisitions or spin-offs which have occurred within the last three (3) years and any material, pending, or threatened litigation. If appropriate, discuss the impact of these changes on the Firm’s financial or managerial ability to perform the noted tasks under this Contract. Provide the name, title, address and phone number of the financial officer of the Firm responsible for providing this information. Provide two bank references including bank names, addresses, bank contacts and telephone numbers. Two references from a single bank shall be sufficient.

All Design/Build Firms shall certify and provide a statement that they are financially stable and have the necessary resources, human and financial, to provide the services at the level required by the DeKalb County School District.

Include this in the separate sealed envelope with the Attachment I: Fixed Price for Design and Construction Proposal.

7. Litigation Information (5 points):
   a. Describe any claims, mediation, litigation, arbitration or other form of dispute resolution filed by or against your company (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 arbiter. If there are no claims, mediation, litigation, arbitration or other form of dispute resolution filed by or against your company (and, in the case of a joint venture, by or against any partner in the joint venture) in the past five (5) years, please include a statement that the Design/Build Firm has no claims, mediation, litigation, arbitration or other form of dispute resolution. 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. If there is no failure or failures to complete a contract, please include a statement that the Design/Build Firm has never failed to complete a contract or contracts or have defaulted or have been declared in default on any contract.

   b. Identify and briefly discuss any claims made against your E/O Insurance in the past five (5) years. For joint ventures, include individual entity claims and those against a responding joint venture. If there are no claims against your E/O Insurance in the past five (5) years, please include a statement that the Design/Build Firm has no claims against its E/O Insurance in the past five (5) years.

   c. Include a statement as to whether or not the Design/Build Firm (and in the case of a joint venture, each of the partners in the joint venture) or any of its officers has within the two (2) years prior to the date of application been convicted or entered a guilty plea (or plea of nolo contendere) in any court for a violation of any state or federal statute concerning competitive bidding or competitive proposals or the restraint of trade.

   d. Identify and briefly discuss any instances in the past five (5) years where your contract was terminated, with or without cause. Provide Owner name, project name and Owner Project Representative Name and Number. For joint ventures responding to this RFP, provide the above information as it pertains, to the joint venture and for each partner or entity creating said joint venture.
8. **Acceptance of Owner’s Form of Contract (5 points):**

   It is the Owner’s expectation that the Design/Build Firm fully comply with the Standard Form of Contract for Fixed Price Design and Construction Services (Non State Capital Outlay Projects) between the DeKalb County Board of Education and the Design/Builder; Version 5.2014 (Appendix H). **Provide a declarative statement to attest your willingness and capacity to execute the Standard Form of Agreement for Fixed Price Design and Construction Services (Non State Capital Outlay Projects) between the DeKalb County Board of Education and the Design/Builder; Version 5.2014 without exceptions, modifications, or revisions.** The Owner reserves the right to modify or revise the Standard Form of Contract for Fixed Price Design and Construction Services (Non State Capital Outlay Projects) between the DeKalb County Board of Education and the Design/Build Firm; Version 5.2014 if it is determined to be in the best interests of the District.

   See Section IV General Requirement, Item I. Contract Terms of this RFP for further information relating to the Standard Form of Agreement and required Exhibits.

9. **Proposed Fixed Price (40 points)**

10. **Selection Process**

   Initially, the Selection Committee will evaluate all proposals received by the deadline and score them against the criteria Factors 1-8 listed above. The three proposals with the highest score out of the total of 100 points will be shortlisted for further consideration. The committee will then open the Fee Proposal for the three shortlisted firms and evaluate the fee (Factor 9) plus the results of the evaluation of Factors 1-8. This score will be determined out of a total of 140 points. The highest score will determine the most advantageous proposal. The evaluation factors that will be employed and their relative importance are identified at Part VII, Section G.1-9, above and further elaborated in Part VIII, Section A.

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

   The Owner reserves the right to reject any or all Proposals, before or after opening, for any reason whatsoever including, but not limited to, any failure of any Proposal to be accompanied by a Bid Bond or by other data required by the Proposal Documents, any incompleteness or irregularity of any Proposal received, any evidence of collusion with the intent to defraud or other illegal practices on the part of the Design/Build Firm, failure to comply with the requirements of the Proposal Documents, or exceeding the funds available. The Owner also reserves the right to waive any technicalities or informalities, and to award the work in the best interests of the Owner.

11. **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. **(Please refer to Attachment A of this RFP for a complete checklist).**

   Attachment A: Design/Build Firm’s RFP Checklist (2 pages)
   Attachment B, B1, B2, or B3: Corporate, Partnership or Entity Certificate (1 page)
   Attachment F: Conflict of Interest Disclosure Form (1 page)
   Attachment G: Form of Consent to Release Information (1 page)
VIII. EVALUATION AND AWARD OF CONTRACT

A. Evaluation of Proposals

The selection criteria points associated with each of the required proposal sections are indicated below.

1. Firm Overview (5 Points)
2. Firm’s Related Building and Design Experience (30 Points)
3. Proposed Project Staff (20 points)
4. Workload (5 points)
5. Project Specific Approach (20 points)
6. Financial Information (10 points)
7. Litigation Information (5 Points)
8. Acceptance of Owner’s Form of Agreement (5 Points)
9. Proposed Fixed Price (40 points) (To be added to score after initial evaluation)

B. Award of Contract

After evaluation of the Proposals received in response to the RFP, DeKalb County School District may interview two or more proposers deemed to be fully qualified, responsive, and responsible in all aspects to provide the required services. DCSD is under no obligation to perform interviews for this RFP.

At the conclusion of the interviews, if they are held, and on the basis of evaluation factors set forth in Section III and the information provided and developed in the selection process to this point, the DeKalb County School District Selection Committee shall rank, in the order of points awarded based on the selection criteria and begin negotiations with the firm considered to the most qualified. If a contract satisfactory and advantageous to DeKalb County School District cannot be negotiated, then the Owner reserves the right to automatically, without notification, terminate such negotiations and enter into negotiations with the second most qualified firm. Failing accord with the second most qualified firm, DCSD shall terminate negotiations and enter into negotiations with the third most qualified firm. Should DCSD be unable to negotiate a contract at a fair and reasonable price with any of the top three selected firms, the selection committee shall select additional firms in order of their rankings, and DCSD shall continue negotiations until an agreement is reached.

IX. DESIGN FEE

Include in a separate sealed envelope and label per Section VII, Item E.

a. Indicate your proposed Design Fee for the Services and Work as required by the Proposal Documents and the Owner’s Agreement. Use Fixed Price for Design and Construction Proposal (Attachment I) included in this Request for Proposal.
b. Indicate any breakdown of the proposed Design Fee as required by the attached form.
c. Acknowledge receipt of addendum, if any.
case of discrepancy between the two, the amount or sum written in words shall govern. Interlineations, alterations and erasures must be initialed by the signer of the Proposal.

No changes to the Fixed Price for Design and Construction Proposal will be allowed by marking “Additions” or “Deductions” on the outside of the envelope/package. Marking the outside of the envelope/package will cause the proposal to be disqualified.

X. CONTACT AND SUBMISSION DEADLINE

All questions about this RFP and submission requirements must be directed in writing to Joshua Williams, Chief Operations Officer no later than September 16, 2015 at 2:00 PM. Prospective Respondents must limit their contact regarding this RFP to Joshua Williams, Chief Operations Officer, Sam Moss Center, 1780 Montreal Road, Tucker, Georgia 30084 or Belinda Quillet, the assigned contact person for this RFP. Email: dcsd-op-bidquestion@dekalbschoolsga.org

Lobbying is prohibited; any contact with any other DCSD personnel or representatives other than Mr. Williams or Mrs. Quillet the assigned contact person for this RFP, may result in disqualification.

One (1) signed original, five (5) identical duplicate copies, and one (1) electronic copy of the proposal must be received at the above address, addressed as stated in Section VII Item D of this RFP, no later than Thursday, October 1, 2015 at 2:00 PM.

XI. PROTEST PROCESS

This section describes the mandatory administrative procedure whereby Offerors submitting sealed competitive bids/proposals (hereinafter referred to as “bidders”) to DCSD directly related to design and construction, for proposals worth $100,000 or more may challenge the solicitation process, and whereby bidders/Offerors on sealed competitive bids directly related to Facilities Management for proposals worth $100,000 or more, may challenge contract awards.

1. Protests. A bidder may file a written protest challenging DCSD’s compliance with applicable procurement procedures subject to the bidder’s compliance with the provisions outlined below. Any such written protest will be resolved in accordance with these provisions.

2. Types of Challenges. Any bidder interested in and capable of responding to a competitive solicitation may file a protest with respect to the competitive solicitation process including, but not limited to, a challenge to specifications or any events or facts arising during the solicitation process. Any bidder submitting a timely bid/proposal in response to a competitive solicitation may file a protest with respect to DCSD’s intended or actual contract award including, but not limited to, events or facts arising during the evaluation and/or negotiation process.

3. Form of protest. At a minimum, the written protest must include the following:
   a. the name and address of the protestor;
   b. appropriate identification of the solicitation;
   c. a statement of reasons for the protest;
   d. supporting exhibits, evidence, or documents to substantiate any claims unless not available within the filing time (in which case the Offeror must proceed to file the protest during the filing period identified below but state the expected availability of the material); and
   e. the desired remedy.

DCSD, at its discretion, may deem issues not raised in the initial protest as waived with prejudice by the protesting Offeror.
4. **Filing Protests.** A protest is considered to be properly filed when it is in writing, signed by a company officer authorized to sign contracts on behalf of the Offeror, and is received by the Design and Construction Department. The protest may be sent by any of the following means:

**MAIL:** Attention: Mr. 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:

<table>
<thead>
<tr>
<th>Type of Protest</th>
<th>Protest Filing Deadline</th>
</tr>
</thead>
<tbody>
<tr>
<td>Challenge to Competitive Solicitation Process</td>
<td>Two (2) business days prior to the closing date and time of the solicitation as identified on the</td>
</tr>
<tr>
<td>Challenge to an Intended or Actual Contract Award</td>
<td>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</td>
</tr>
<tr>
<td></td>
<td>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</td>
</tr>
</tbody>
</table>

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

5. **Stay of procurement during protest review.** When a protest challenging the competitive solicitation process has been timely filed at least two (2) business days prior to the closing date and time, the solicitation shall not close until a final decision resolving the protest has been issued, unless the facilities management department makes a written determination that the closing of the solicitation without delay is necessary to protect the interests of DCSD.

When a protest challenging an intended contract award has been timely filed, DCSD shall not proceed to actual contract award unless the Design and Construction Department makes a written determination that the issuance of a contract or performance of the contract without delay is necessary to protect the interests of DCSD. If it is determined that it is necessary to proceed with contract performance without delay, the bidder/Offeror with this contingent contract may proceed with performance and receive payment for work performed in strict accordance with the terms of the contract. The provisions of this paragraph are not applicable to a protest pertaining to events or facts arising during the solicitation process.

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

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

**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 APPENDICES AND ATTACHMENTS)