

 district five Of Lexington and Richland Counties	District Five of Lexington and Richland Counties Request for Qualifications/ Proposals	Solicitation #	2017-016
		Date Issued	11-02-2016
		Procurement Official	Lynda Robinson
		Phone	(803) 476-8140
		E-Mail Address	ljrobins@lexrich5.org

DESCRIPTION	Request for Qualifications/Proposals for Construction Manager At-Risk Services for the addition to Chapin Middle School
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The Term "Offer" Means Your "Bid" or "Proposal"

SUBMIT OFFER BY	RFQ 12/09/2016	RFP 1/27/2017
QUESTIONS MUST BE RECEIVED BY	RFQ 11/15/2016	RFP 1/09/2017
NUMBER OF COPIES TO BE SUBMITTED	10	

Offers must be submitted in a sealed package. Solicitation number & Opening Date must appear on package exterior.

SUBMIT YOUR SEALED OFFER TO:

District Five of Lexington and Richland Counties Purchasing Office 1020 Dutch Fork Road Irmo, SC 29063
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CONFERENCE TYPE: Pre-Submittal (RFQ) DATE & TIME: 11/10/2016 11:00 AM As appropriate, see "Conferences - Pre-Bid/Proposal" & "Site Visit" provisions	LOCATION: District Office, 1020 Dutch Fork Road, Irmo, SC 29063
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AWARD & AMENDMENTS	This solicitation, any amendments, and award will be posted at the following web address: www.lexrich5.org/Page/9173
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You **must** submit a signed copy of this form with Your Offer. By submitting a bid or proposal, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of thirty (30) calendar days after the Opening Date.

NAME OF OFFEROR (Full legal name of business submitting the offer)	OFFEROR'S TYPE OF ENTITY: (Check one) <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation (tax-exempt) <input type="checkbox"/> Corporate entity (not tax-exempt) <input type="checkbox"/> Government entity (federal, state, or local) <input type="checkbox"/> Other _____ (See "Signing Your Offer" provision.)	
AUTHORIZED SIGNATURE (Person signing must be authorized to submit binding offer to enter contract on behalf of Offeror named above.)		
TITLE (Business title of person signing above)		
PRINTED NAME (Printed name of person signing above)		DATE SIGNED

Instructions regarding Offeror's name: Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror above. The entity named as the Offeror **must** be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, *i.e.*, a separate corporation, partnership, sole proprietorship, etc.

STATE OF INCORPORATION (If Offeror is a corporation, identify the state of Incorporation.)	TAXPAYER IDENTIFICATION NO.
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COVER PAGE

PAGE TWO
(Return Page Two with Your Offer)

HOME OFFICE ADDRESS (Address for Offeror's home office / principal place of business)	NOTICE ADDRESS (Address to which all procurement and contract related notices should be sent.)								
	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;">Area Code:</td> <td style="width: 25%;">Number:</td> <td style="width: 15%;">Extension:</td> <td style="width: 45%;">Facsimile:</td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </table>	Area Code:	Number:	Extension:	Facsimile:				
Area Code:	Number:	Extension:	Facsimile:						
	E-Mail Address:								

PAYMENT ADDRESS (Address to which payments will be sent.)	ORDER ADDRESS (Address to which purchase orders will be sent)
<input type="checkbox"/> Payment Address same as Home Office Address <input type="checkbox"/> Payment Address same as Notice Address (check only one)	Order E-Mail Address:
	<input type="checkbox"/> Order Address same as Home Office Address <input type="checkbox"/> Order Address same as Notice Address (check only one)

ACKNOWLEDGMENT OF AMENDMENTS: Offerors acknowledges receipt of amendments by indicating amendment number and its date of issue.

Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date

DISCOUNT FOR PROMPT PAYMENT	10 Calendar Days (%)	20 Calendar Days (%)	30 Calendar Days (%)	_____ Calendar Days (%)
	_____	_____	_____	

MINORITY PARTICIPATION

Please answer the following question:

1. Are you certified as a MOB/WOB (minority-owned business/woman-owned business) by the State of South Carolina?

Yes No

If yes, provide certification number: _____.

INSTRUCTIONS TO BIDDERS

1. **All proposal sheets and this form must be submitted in a sealed envelope. Do not include more than one proposal per envelope. The face of the envelope shall contain the proposal title, the proposal number, and the date and time of opening. Pricing data should be included with the proposal in the same envelope, but shall be in a separate sealed envelope within the proposal envelope. The District assumes no responsibility for unmarked or improperly marked envelopes.**
2. Proposals, amendments or withdrawal requests must be received by the time advertised for opening. It is the vendor's sole responsibility to ensure that documents are received in the Purchasing Department by the time and date indicated in the solicitation documents.
3. All prices and notations shall be printed in ink or typewritten. Errors shall be crossed out and corrections entered and initialed by the person signing the bid. No bid shall be altered or amended after the specified time for opening.
4. If specifications or descriptive papers are submitted with proposals, enter proposer's name thereon.
5. Proposers shall be required to visibly mark as "*CONFIDENTIAL*" each part of their proposal that they consider to be proprietary information that could be exempt under the Freedom of Information Act. District Five reserves the right to determine whether this information should be exempt from disclosure.
6. By submission of a proposal, the proposer shall guarantee that all goods and services shall meet the requirements of the solicitation during the contract period.
7. Any proposer desiring to exercise protest rights under Section 4210 of the District Procurement Code shall direct all correspondence to: Coordinator of Purchasing, School District Five of Lexington and Richland Counties, 1020 Dutch Fork Road, Irmo, SC 29063.
8. The District does not permit the use of tobacco products in any District building or on any District grounds.
9. **EVERY RESULTING CONTRACT IS SUBJECT TO ALL TERMS OF THE DISTRICT PROCUREMENT CODE INCLUDING LIMITATIONS AS TO DURATION, RIGHTS OF THE DISTRICT TO TERMINATE AND MEANS OF DISPUTE RESOLUTION. NO RESULTING CONTRACT IS RENEWABLE EXCEPT TO THE EXTENT PROVIDED IN THE SOLICITATION. NO VENDOR TERMS TAKE PRECEDENCE OVER THE SOLICITATION AND DISTRICT PROCUREMENT CODE.**

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Chapin Middle School Addition Request for Qualifications

to provide

Construction Management At- Risk Services

Caution: The only official source for this document is the one cited in the advertisement in the *South Carolina Business Opportunities* newsletter. Not getting this document directly from that source could mean that this document has been superseded by a later version. Answers to questions, all clarifications, and any addenda will be available online at <http://www.lexrich5.org/page/9173>. The Owner is not responsible for any reader's failure to heed this warning.

Qualifications Due: December 9, 2016, by 4PM

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School District Five of Lexington and Richland Counties (Owner)

Written Submittals of Qualifications to provide Construction Management at-Risk Services for the construction of—

Chapin Middle School Addition

1. Introduction

1.1. Purpose of Procurement

1.1.1. School District Five of Lexington and Richland Counties (SD5), hereinafter sometimes referred to as “Owner,” will undertake the construction of an addition to Chapin Middle School to include a third wing which was conceptually designed as a part of the original school program.

1.1.2. The addition will contain approximately 20,000 square feet and will house classrooms and office space with expanded group-study and computing lab spaces.

1.1.3. Stated Cost Limitation: The construction cost for this project is anticipated to be approximately \$5 million.

1.1.4. “Construction management at-risk” (CM-R) is the chosen project delivery method for this project. (Please see the definition section, below.) The selection of the architectural and engineering design team occurred in October 2016. It is SD5’s intention to go through the selection process and have a CM-R firm under contract by March 2017, in order to perform limited pre-construction services in addition to construction services. The design team is currently engaged in programming and Schematic Design services. SD5’s goal with the selection of the CM-R firm is to allow them to work with the design team to facilitate the project’s overall schedule and ensure budget compliance. The entire project is planned to be completed and ready for occupancy by July 2018.

1.1.5. **SPECIAL CONSIDERATIONS FOR CM AT-RISK – South Carolina Code Ann § 40-11-320 and Regs. 19-445.2145(N) and Manual for Planning and Execution of State Permanent Improvements – Part II 2015 Edition, Rev. 1/2016:** Firms seeking CM-R work must be registered both as a construction manager and as a general contractor with the SC Contractor’s Licensing Board. The construction manager at-risk’s general contractor’s license must have a license group designation that will allow the construction manager at-risk to provide 100% Performance and 100% Labor and Material Payment Bonds for the entire project. Moreover, prior to contracting for a Guaranteed Maximum Price (GMP), all construction management services provided by a construction manager at-risk must be paid as a fee based on either a fixed rate, fixed amount, or fixed formula. In addition, construction may not commence for any portion of the construction until after the governmental body and the construction manager at-risk contract for a fixed price or a GMP regarding that portion of the construction. Construction phase services are subject to the limitations on retainage in S.C. Code § 11-35-3030(4) and SD5’s Procurement Code and Policies.

1.1.6. The selection of Construction Manager at-Risk services will be by Qualifications-Based Selection (QBS) or “Technically Superior Proposal” method. The South Carolina law adopted QBS as appropriate under state law for competitive sealed proposals: See §11-35-1530 in the Official Code of South Carolina. The Owner chose the CM-R delivery method specifically to allow concurrent design and construction activities, with the CM-R providing constructability reviews and other pre-construction services essential to the overall success of the project. The CM-R will have a fiduciary role and responsibility to the Owner. The CM-R must act in the best interests of the Owner, using its best efforts to perform the project in an expeditious and cost-effective manner consistent with the Owner’s program requirements and budget.

1.1.7. Design documents are being developed by Quackenbush Architects and its consultants (collectively “design professionals”) of Columbia, SC.

1.1.8. Chapin Middle School currently serves approximately 845 students with an expected maximum capacity after the completion of the proposed addition of 1200 students. The addition should be designed to increase the school’s capacity to accommodate this number of students.

1.2. Project Objectives

1.2.1. Sustainability: The Owner expects to have the project designed to be certified by the Green Building Initiative (GBI) for a minimum of two (2) Globes or a project designed to achieve LEED Silver status. Special attention is being given to energy efficiency, water conservation, photovoltaic panels, storm water quality and quantity, indoor air quality, recycling and renewable resources in addition to other sustainable practices. The requirement for the availability of Green Globes certification of this project scope will be combined with the site development package of a separate scope. Coordination with the separate site development package is required for the Green Globes certification.

1.2.2. The CM-R and the design professionals each will be responsible for comprehending the Owner's Project Requirements, accurately translating those requirements into a Basis of Design, and incorporating all into complete construction documents. With these, the CM-R will deliver a finished facility in satisfaction of the Owner's Project Requirements.

1.2.3. The CM-R will be responsible for pricing and value-engineering issues and for reconciliation of their costs with costs from the design professional's cost consultant. At an appropriate point during the projects, the Owner will ask the CM-R to commit to a Guaranteed Maximum Price (GMP) for the project.

1.2.4. The CM-R shall competitively select all construction subcontracts and other work appropriate for competitive selection but is free to use qualification factors other than price of work to select construction subcontractors that will deliver the greatest value to SD5 in compliance with requirements of the Office of School Facilities of the State of South Carolina.

1.2.5. In selecting a firm, the Owner will emphasize experience of the firm and of assigned personnel in providing like functions on projects of similar magnitude and complexity as the proposed project. Selection preference will be toward firms that have depths of knowledge and resources for general contracting, scheduling, contract coordination and compliance, and budget control, as well as familiarity with state laws, ordinances, and codes applicable to SD5.

1.2.6. It is the responsibility of each submitter to examine the entire RFQ and RFP, seek clarification in writing, and review its submittal for accuracy before submitting their qualifications and, if shortlisted, their proposal. Once submission deadlines have passed, all submissions will be final. Each firm must describe experience if there are multiple firms proposed as one team. Please indicate, by firm, those qualifying as a minority firm.

1.2.7. Certified Small and Minority Business Enterprises are encouraged to respond to this request.

1.2.8. The window of construction opportunity requires the Owner to make, as an important selection criterion, the ability of firms to place quality personnel on this job ready to work within an effective timeframe.

1.2.9. To the greatest degree possible, the Owner desires to have local business participation and certified small and minority-owned business participation in the construction of the project. Participation of the local businesses and certified small and minority-owned businesses may include, but is not limited to consulting, construction management, subcontracting and vending. "Local" is defined as having a physical business address in either of the South Carolina Counties of Richland or Lexington.

1.3. Project Assumptions

1.3.1. The Owner does not desire to enter into "joint-venture" agreements with multiple firms. In the event that two or more firms desire to establish a joint venture, it is expected that one firm shall become the construction manager at-risk firm with the remaining firm(s) being consultants to it.

1.3.2. The Owner expects all parties to this project to work closely together and deal appropriately with project conditions to finish the job successfully. **A spirit of cooperation and collaboration among construction services providers is of utmost importance to SD5.**

1.3.3. The CM-R, as a part of its pre-construction services, will assist with developing a strategy for the best approach for the successful completion of the project. For example, without limitation, the CM-R will provide guidance and assistance in the preparation of a schedule and a reliable cost

estimate.

1.3.4. It is the sincere intention of SD5 to make every effort to be fair and equitable in its dealings with all candidates for selection.

1.4. Definitions of Terms

1.4.1. Whenever the terms “**RFQ,**” “**RFP,**” and “**RFQ/RFP**” are used, the reference is to this Request for Qualifications / Request for Proposals or portions thereof, together with any exhibits, attachments, or addenda it may contain.

1.4.2. Whenever the terms “**shall,**” “**must,**” or “**is required**” are used in the RFQ/RFP, the referenced task is a mandatory requirement of this RFQ/RFP. Failure to meet any mandatory requirement will be cause for rejection of a submittal.

1.4.3. Whenever the terms “**can,**” “**may,**” or “**should**” are used in the RFQ/RFP, the referenced specification is discretionary. Therefore, although the failure to provide any items so termed will not be cause for rejection, the Selection Committee may consider such failure in evaluating the submittal.

1.4.4. Whenever the terms “**apparent successful**” or “**top-ranked**” or “**highest-ranking**” firm are used in this document, the reference is to the firm that the Selection Committee ultimately judges to have submitted the case best satisfying the needs of the Owner in accordance with the RFQ/RFP. The selection of an apparent successful firm does not necessarily mean the Selection Committee accepts all aspects of the firm’s submittal or proposal.

1.4.5. Whenever the term “**submittal**” is used in the RFQ/RFP, the reference is to the response offered by a firm in accordance with the RFQ/RFP. The initial submittal responds only to the RFQ portion of this document. Subsequently, only firms shortlisted based on their initial submittal will be invited to respond with technical proposal submittals to the RFP portion of this document.

1.4.6. Whenever the term “**Selection Committee**” is used in the RFQ/RFP, the reference is to the SD5 representatives responsible for administering and conducting the evaluation and selection process of the RFQ/RFP.

1.4.7. “**Construction management at-risk**” (**CM-R**) is a project delivery method in which the Owner awards separate contracts—one for architectural and engineering services to design the project and the second to a construction manager at-risk for both construction management services and construction of the project. S.C. Code Ann § 11-35-2910(3) and (5).

1.4.8. “**Design Professional**” and “**Designer of Record**” both refer to the project’s architect or design engineer, whose responsibilities generally include programming of the facility and, at the completion of all construction, providing the owner with Record Drawings.

1.4.9. “**Building Commissioning**” refers to a formal and systematic process of documentation, adjustment, testing, verification, and training, focused on quality assurance and performed specifically to ensure that the finished facility operates in accordance with the Owner’s documented project requirements and the construction documents.

1.4.10. “**Commissioning Provider**” refers to the entity or person providing building commissioning services for a project.

1.4.11. “**Guaranteed Maximum Price**” (**GMP**) means a price for all costs for the construction and completion of the project, or designated portion thereof, including all construction management services and all mobilization, general conditions, profit and overhead costs of any nature, and where the total contract amount, including the contractor’s fee and general conditions, will not exceed a guaranteed maximum amount.

1.4.12. “**Owner’s Project Requirements**” is a written document that details the functional requirements of a project and the expectations of how it will be used and operated.

1.4.13. “**Qualifications Submittal**” and “**Initial Written Submittal**” both refer to a firm’s response to the RFQ.

1.4.14. “**Qualifications-Based Selection**” and “**QBS**” both refer to a procurement process for the selection of professional construction services for public projects. It is a competitive contract procurement process whereby consulting firms submit qualifications to a procuring entity (owner)

who evaluates and selects the most qualified firm, and then negotiates the project scope of work, schedule, budget, and consultant fee.

1.4.15. “As-Built Drawings” are prepared by the contractor. They show, in red ink, on-site changes to the original construction documents.

1.4.16. “Record Drawings” are prepared by the architect and reflect on-site changes the contractor noted in the as-built drawings. They are often compiled as a set of on-site changes made for the Owner per the owner-architect contract.

1.4.17. “Technical Proposal” refers to a firm’s response to the RFP.

1.4.18. “Procurement Officer” or “Project Manager” refers to the Owner’s representative, which is Lynda Robinson. After the solicitation, Owner may identify a Project Manager in addition to the Procurement Officer.

1.4.19. “OSF” refers to the South Carolina Department of Education Office of School Facilities.

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2. General Instructions

2.1. Building Program

2.1.1. Quality. The project will be designed and constructed to a level of quality and timeliness that reflects the long- term use of a School District facility with due consideration given to life cycle costing and maintaining compliance with both SD5 and OSF requirements.

2.1.2. Owner / CM-R Contract. AIA Document A133-2009, Standard Form of Agreement Between Owner and Construction Manager with amendments by the SD5 and OSF or ConsensusDocs® Document 500 Standard Agreement and General Conditions between Owner and Construction Manager (Where the CM is at-Risk) with amendments by Owner.

2.2. Selection Process

2.2.1. Request for Qualifications / Request for Proposal. This document is a Request for Qualifications (RFQ). An interested firm's initial response will be **only** to the RFQ. If a firm is subsequently shortlisted it will be invited to provide a separate proposal in response to the RFP.

2.2.2. Selection Committee. The selection of CM-R service providers will be by a Selection Committee comprising representatives of SD5.

2.2.3. Point of Contact. The public's contact for information and clarification about the Project must be limited to the project manager, as identified in Section 3, below.

2.2.4. Shortlisting, Proposals, Interviews. Selection of the CM-R will be a multi-step process:

- a. Initial Written Submittal (Qualifications Statements)
The Selection Committee will receive and review statements of qualifications and performance data in response to the RFQ. The Selection Committee will evaluate all firms first against a set of criteria, provided in Section 3 below, to determine which firms are most qualified and suited for this particular project. Qualifications alone will narrow the field to a shortlist of three to five firms. The shortlisted firms will be invited to respond to the Request for Proposal.
- b. Written Technical Proposals (Responses to Request for Proposal)
Only shortlisted firms shall prepare and submit written technical proposals that respond to the Request for Proposal (RFP). This written proposal will be evaluated by the Selection Committee against a set of criteria, provided in Section 5, below.
- c. Interview & Final Evaluation
As part of the evaluation, shortlisted firms will be invited to a formal interview to explain their proposal and to answer questions from the Selection Committee. From the evaluations of the written proposals and the interview, the Selection Committee will rank the shortlisted firms in order of suitability and appropriateness for the project.

2.2.5. Fee Proposals. Each shortlisted firm invited to interview shall prepare and deliver a separate sealed fee proposal to the Selection Committee chair at the time of the interview. Following all interviews and after final ranking of the shortlisted firms, the Selection Committee will open each fee proposal. These fee proposals will be part of the selection evaluation. The highest-ranked firm's fee proposal will be part of the basis for initial negotiations subsequently conducted. If negotiations with the highest-ranked are not successful, the Owner will then invite the second-ranked firm to negotiate, and so on.

2.3. RFQ Pre-Submittal Conference

There will be an RFQ pre-submittal conference for all interested parties. The conference will take place at the time and location given on the Schedule of Events (Section 2.6). Anyone may attend.

2.4. RFP Pre-Proposal Conference (For Information Only)

There will be an RFP pre-proposal conference for the shortlisted firms. Details about this pre-proposal conference will be announced to the shortlisted firms at the appropriate time by email to the firm's contact person identified in the RFQ submittal.

2.5. Scope of Work Overview

As construction services are defined by law, the CM-R's services shall conform to recognized standards of professional practice. The Standard Form of Agreement as modified by the Owner will outline the full scope of work.

2.5.1. The CM-R will work in concert with the Design Professional towards the successful completion of the project within the schedule and the stated cost limitation, in compliance with the contract documents, and adhering to the requirements of the authorities having jurisdiction.

2.5.2. The CM-R, through in-house staff or outside consultants/contractors, shall serve as the Construction Manager and Constructor, and shall provide all pre-construction and construction management services and activities necessary for the construction and completion of this project. The services described in this Request are representative of the services required, and are not exhaustive.

2.5.3. Pre-construction Services shall include but are not limited to the following:

- a. Participate in design team meetings as required to facilitate the design process.
- b. Evaluate the design during development; providing analysis of alternate construction methods and materials for potential quality, cost, and schedule enhancements.
- c. Evaluate construction documents for constructability, maintainability, potential problems, errors, and compliance with the construction budget.
- d. Develop a comprehensive design and construction schedule, coordinating activities to accomplish the completion of the project by the earliest date possible within the stated cost limitation.
- e. Provide cost estimating, cost management, value analysis, and value engineering.
- f. Provide cost estimating of alternative means, methods, materials, and configurations of the design.
- g. Provide cost estimating of the individual construction packages.
- h. Develop a construction budget to be maintained throughout design and construction.
- i. Reconcile costs with Architect's cost consultant.

2.5.4. Construction Phase Services shall include but are not limited to the following:

- a. Develop requirements for safety, quality assurance, and schedule adherence.
- b. Maintain on-site staff for construction management.
- c. Maintain a system for tracking the timely submittal, review, and approval of submittals.
- d. Coordinate, conduct, and document regular construction meetings.
- e. Prepare and submit change order documentation for review and approval by the Design Professional and the Owner.
- f. Maintain on-site records and submit monthly progress reports to the Design Professional and the Owner.
- g. Maintain quality control and ensure conformity to contract documents.
- h. Reconcile construction contract requirements with the construction budget.
- i. Assist the Owner with permits and inspections required by authorities having jurisdiction.
- j. Develop and maintain a detailed design and construction schedule (CPM) indicating sequencing of construction activities and milestones necessary for completion of the project by the targeted date.
- k. Document activities associated with the administration, management, and construction of the project.
- l. Certify monthly all work in place and approve all sub-contractor and vendor payment requests.
- m. Assist the Architect and Sustainability Consultant (if any) in documenting all Green Globes-

related information and credits. Institute measures during construction to adhere to requirements of targeted credits.

- n. Coordinate with and respond to the Commissioning Consultant.
- o. Develop As-Built drawings for presentation to the Design Professional and Owner upon project completion.
- p. Resolve punch-list items in a timely and professional manner.
- q. Coordinate post-completion activities, including start-up testing and break-in, as well as the assembly of guarantees, manuals, closeout documents, training, and SD5's final acceptance.
- r. Monitor, coordinate, and resolve all warranty complaints to the satisfaction of SD5 during the one-year general warranty period.

2.5.5. Guaranteed Maximum Price: At an appropriate point in the project and subject to contractual negotiations, the CM-R shall issue to the Owner a guaranteed maximum price (GMP) backed by a surety bond. The project shall be **constructed** within this GMP. To the extent professionally responsible, the CM-R will overlap the Design Development and Construction Phases when components are conducive to early construction starts, reflecting such in a master project schedule.

2.6. Schedule of Events

The following Schedule of Events represents the Owner's best estimate of the schedule that will be followed. The Owner reserves the right, at its sole discretion, to adjust this schedule as it deems necessary. Adjustment to the Schedule of Events will be posted to the following website: <http://www.lexrich5.org/Page/9173>.

EVENT	DATE	TIME
1. Advertisement in SCBO	11/2/16	-----
2. Pre-Proposal Conference RFQ	11/10/16	11:00am
3. Deadline for written questions and clarification regarding the RFQ	11/15/16	4:00pm
4. Owner will have responded to all questions submitted on the RFQ by this date	11/18/16	4:00pm
5. Deadline for submission of Qualifications	12/9/16	4:00pm
6. Owner completes qualification evaluations and issues notification to the shortlisted firms	12/16/16	-----
7. Owner conducts a pre-proposal conference for shortlisted firms	1/4/17	2:00pm
8. Deadline for written questions and clarification regarding the RFP	1/9/17	4:00pm
9. Owner will have responded to all questions submitted on the RFP by this date	1/13/17	4:00pm

10. Deadline for shortlisted firms to submit detailed proposals	1/27/17	4:00pm
11. Owner interviews shortlisted firms	Week of 1/30/17	TBD

3. Initial Written Submittal—Qualifications Submission Format and Requirements (Response to Request for Qualifications or “RFQ”)

3.1. Physical Submittal.

Ten (10) copies of the information shall be submitted. Each submittal shall be identical and include a transmittal letter. The transmittal letter (or “Letter of Interest”) will not count toward the page limit (specified below). The table of contents sheet and the tab sheets also do not count toward the page limit. The first page should identify your submittal; it does not count against your page limit and should not be used to convey your response to the RFQ by means of printing on it. Submitters should follow the sequence of the Initial Written Submittal outlined below. Responses should be concise, clear, and relevant. Submitter’s cost incurred in responding to this RFQ is submitter’s alone and the Owner does not accept liability for any such costs.

3.1.1. Responses are limited to twenty (20) standard (8½” x 11”) pages (may be fewer) using a minimum of an 11-point Arial font and one-inch margins. A **page** means a display of information on a side of a sheet of paper: printing on a single side of paper is one page; printing on both sides (double-sided printing) of the same sheet of paper is two pages (and is encouraged). The pages of the qualification submittals must be numbered. A table of contents must be included to identify each section. Any affidavits, certifications, or signed statements called for in this Request may be included in an appendix and will not count toward the page limit. Please do not place or ask to place in the appendix any additional information not explicitly required to be placed there by this Request.

3.1.2. Submittals of qualifications will be accepted until the time and date shown in the Schedule of Events (Section 2.6). **This is a firm deadline.** The Owners are not responsible for the proper or timely delivery of submittals. Failure to meet the deadline for receipt of submittals will result in rejection of the submittal. Submittals received after the deadline will not be considered whether delayed in transit or for any other cause whatsoever. Each firm is solely responsible for the accuracy and completeness of its submittal. Errors and omissions may constitute grounds for rejection.

3.1.3. The Owner intends to limit the cost that submitters incur to respond to this solicitation. Therefore, submitters are encouraged to be brief and succinct. Thick volumes of background and general marketing material are not desired. A firm should highlight instead its responsiveness to the evaluation criteria. If there are multiple firms proposed as one team, each component firm should describe its own relevant qualifications.

3.1.4. Firms should deliver their submittals in a sealed package. The name and address of the firm should appear on the outside of the package, and the package should reference the project title and the project name; i.e., “RFQ for CM at-Risk Services, Chapin Middle School Addition.”

3.1.5. Submit qualifications document to the Coordinator for Purchasing for School District Five of Lexington and Richland Counties at the following address:

**Coordinator of Purchasing
1020 Dutch Fork Road
Irmo, South Carolina 29063
Attn: Lynda Robinson**

3.1.6. Except for submission of questions, discussed further below, proposers shall not contact any members of the Selection Committee, or employees of SD5, or the project’s Design Professional regarding any aspect of this procurement until after the award of the contract. Contact with these persons could be grounds for elimination from the competition.

3.1.7. Questions must be submitted in writing via e-mail to the Owner’s Coordinator of Purchasing— Lynda Robinson: E-mail: ljobins@lexrich5.org

All questions will be compiled and answered in writing. The deadlines for submission of questions relating to the RFQ and the RFP are shown in the Schedule of Events (Section 2.6). Answers, responses, and clarifications will be posted to the following website by the dates and times shown in the Schedule of Events (Section 2.6): <http://www.lexrich5.org/Page/9173>.

3.2. Initial Written Submittal Prerequisite (Pass/Fail) Criteria

Firms must meet the criteria in the bullet points immediately below. Firms that do not meet these criteria are **automatically disqualified** for further evaluation.

- Builder MUST have a safety Experience Modification Rate average of not greater than 1.0 over the last three years.
- Firm MUST have bonding capacity to provide a payment and performance bond for the total cost of the work, respectively. A letter from a surety stating that the firm has sufficient bonding capacity must be submitted and should be placed in an appendix (does not count toward page limit).
- Firm MUST be able to obtain a Builder's Risk Insurance Policy for the total cost of the work.
- Firm MUST have a current Contractor's Public Liability Insurance Policy, and must be insurable in the following amounts: Bodily injury, including death—limits of \$1 million for each incident; Property damage—limits of \$1 million for each incident and \$2 million for the aggregate of operations. (The Owner reserves the right to require additional limits and coverage in the final contract.)
- Firm MUST hold a valid South Carolina General Construction Manager License and General Contractor (BD5) license. A copy of each license must be submitted and should be placed in an appendix (does not count toward page limit).
- Firm MUST have experience as the Construction Manager at-Risk with projects greater than \$30 million.

In order to be deemed eligible for evaluation, the submitting firm must create, officially sign, and place in its submittal a signed statement that contains the following declarations:

- *We certify that our building firm has a safety Experience Modification Rate average not greater than 1.0 over the last three years.*
- *We certify that our firm has sufficient bonding capacity to provide a payment and performance bond for total cost of work, respectively.*
- *We certify that our firm can obtain a Builder's Risk Insurance Policy for the total cost of the work.*
- *We certify that our firm has a current Contractor's Public Liability Insurance Policy, and our firm is insurable in the following amounts: Bodily injury, including death—limits of \$1 million for each incident; Property damage—limits of \$1 million for each incident and \$2 million for the aggregate of operations.*
- *We certify that our firm holds a valid South Carolina General Construction Manager License and General Contractor (BD5) license.*
- *We certify that our firm has experience as the Construction Manager at-Risk with projects greater than \$30 million.*

Such signed statement may be placed in an appendix and will not count toward your page limit.

3.3. Initial Written Submittal Evaluation

3.3.1. Evaluative Criteria. The Selection Committee will evaluate the submittals uniformly based upon the criteria listed in the table below. Each major category of criteria is listed in order of importance. The services being sought under this RFQ are considered professional in nature. Consequently, the evaluation of submittals will be based upon consideration of the demonstrated qualifications and capabilities of the firms submitting a proposal. Absent modification by addendum, factors to be considered in the evaluation will be limited to the following:

Major Category	Criteria
<p>Key Personnel with Relevant Experience who are available and might be assigned to this project (POINT VALUE=25)</p>	<ul style="list-style-type: none"> • The purpose for setting this criterion is to evaluate your firm's potential personnel you would expect to assign to work on this project and not just general resources within the firm. • Depth of resources with experience and ability, qualified and available for CM-R Pre-Construction Services Manager role • Depth of resources with experience and ability, qualified and available for Project Superintendent role • Depth of resources with experience and ability, qualified and available for CM-R Project Manager role • Depth of resources with experience and ability, qualified and available for Project Executive role • Depth of resources with experience and ability, qualified and available for Project Director role
<p>Firm's Relevant Project Experience (POINT VALUE=20)</p>	<ul style="list-style-type: none"> • Firm's experience with similar projects • Firm's similar experience with pre-construction and construction management services • Firm's experience on District, State or higher education projects • Firm's experience with Green Globes certification • Firm's litigation record
<p>Firm's Prior Performance (POINT VALUE=20)</p>	<ul style="list-style-type: none"> • Firm's ability to successfully deliver projects to their clients (on time and in budget). Submit metrics of budget and schedule performance for consecutive similar scope projects over the last five years. • Letters of Recommendation
<p>Financial Information (POINT VALUE=15)</p>	<ul style="list-style-type: none"> • Firm's financial stability
<p>Responsiveness of Submittal (POINT VALUE=7)</p>	<ul style="list-style-type: none"> • Extent to which the instructions in the RFQ were followed • Accuracy in reflecting the project's assumptions and requirements
<p>Statement of Why the Firm Should be Selected (Letter of Interest) (POINT VALUE=7)</p>	<ul style="list-style-type: none"> • Firm's unique ability to provide Construction Management at-Risk Services, herein described
<p>Use of Certified Small and Minority Businesses (POINT VALUE = 6)</p>	<ul style="list-style-type: none"> • List of certified small and minority-owned businesses and local businesses with their roles in the project. Participation of the local businesses and certified small and minority businesses may include, but is not limited to consulting, construction management, subcontracting and vending. "Local" is defined as having a physical business address in either of the South Carolina Counties of Richland or Lexington.

3.4. Contents

The qualification submittal should contain the following information in the following order:

3.4.1. Statement of Interest. Briefly, tell why your firm is interested in this project.

3.4.2. Firm Description

3.4.3. Basic company information

- a. Company name
- b. Address & Zip code
- c. E-mail address & Name of primary contact related to this RFQ/RFP
- d. Telephone number
- e. Number of years in business

3.4.4. Form of ownership, including state of residency or incorporation: Is the firm a sole proprietorship, partnership, corporation, Limited Liability Company (LLC), joint venture, or other structure? For joint venture entities that have not completed at least *two* relevant projects together, each firm should describe its qualifications separately but hold the unified submittal to the set page limit. Refer also above to Section 1.3.1. regarding the Owner's position on joint ventures.

3.4.5. Succinctly describe the history and growth of your firm(s).

3.4.6. Regarding litigation with owners, subcontractors, and design professionals, list any active or pending litigation and explain.

3.4.7. Other than that just listed, has the firm been involved in any relevant litigation in the past five years? Explain.

3.4.8. List and briefly describe projects that your firm has completed in the past five years in the role of construction manager at-risk that were valued at or above \$30 million.

3.4.9. Has the firm ever failed to complete any work awarded to it or has it been removed from any project awarded to the firm? Explain.

3.4.10. Give three references to which your company has provided CM-R services of a nature and quality similar to those described herein. This reference information should include a short paragraph describing the service(s) provided, together with the following.

- a. The name of the organization to which the services were provided
- b. Project location
- c. Dates during which services were performed
- d. Brief description of project
- e. A current contact name, together with organizational title, at the firm
- f. The contact's current address, email address, and telephone number **(The Selection Committee will not appreciate obsolete contact information and will not request clarification for such incorrect information)**

3.4.11. List five major subcontractor and/or major vendor references (company, contact, email, and telephone number).

3.4.12. Office Submitting Qualifications

If the firm has multiple offices, the qualification statement should include information about the parent company and branch office separately. Identify the office from which the project will be managed and that office's proximity to the project site. Parent company (or general office) financial information as totals will be acceptable IF "parent" (or "general office") means that it is financially responsible for the liabilities of the branch office. If the parent company is not so responsible, meaning that its financial resources are not available to the office that will perform the contract, it will be misleading to the Owner to offer the financials of any office other than the one with the prospect of a contract with the Owner.

3.4.13. Financial Responsibility

- a. List your total annual billings for each of the past three calendar years. If forming a partnership, list separately by firm.
- b. List the contact persons, addresses, and telephone numbers for your insurance carrier and agent.

3.4.14. Personnel Capability.

Provide general information about the firm's personnel resources, including classifications and numbers of employees and the locations and staffing of relevant offices. Provide list of qualified and

available personnel resources, identifying experience and ability for key personnel. The key personnel, at a minimum, are the proposed project pre-construction manager (and any key pre-construction specialists, including estimator), project superintendent, CM-R's project manager, project director, and the executive in charge. At this stage, firms may list more than one person qualified and available for the proposed project.

3.4.15. Relevant Project Experience

Relevant project experience includes similar building type and delivery method relevant to the type of project to be constructed using the CM-R delivery method or performing as a general contractor on similar types and sizes of projects. Describe no more than six and no fewer than four projects in order of most relevant to least relevant that demonstrate the firm's capabilities to perform the project at hand. For each project, the following information should be provided:

- a. Project name
- b. Project location
- c. Dates during which services were performed
- d. Physical description (e.g., square footage, number of stories, site area)
- e. Brief description of project
- f. Services performed
- g. Statement of performance versus owner expectations in the areas of cost, quality, and schedule
- h. Owner point of contact

3.4.16. Safety Information

Provide a letter on the letterhead of the building firm's insurance company stating the Workers Compensation Experience Modification Rate (EMR) for the past three years. This letter may be placed in the appendix and not count toward the page limit.

3.4.17. South Carolina General Construction Manager License and General Contractor (BD5) License Submit a copy of each license by placing them in the appendix (does not count toward page limit).

3.4.18. Statement of Why the Proposing Firm Should Be Selected

This section provides each firm the opportunity to provide specific information that differentiates them from others in the competition. This statement is limited to two pages of the allowed total.

- a. List the contact persons, addresses, and telephone numbers for the firm's bonding company and agent.
- b. What percentage of your firm's work has been negotiated during the past three years?
- c. Supply firm's Current Ratio (Current Assets / Current Liabilities) for each of the last five years, with a signed statement. Such signed statement may be placed in an appendix and will not count toward your page limit.
- d. Supply a letter from a surety stating that the firm has sufficient bonding capacity for this project. Such letter may be placed in an appendix and will not count toward your page limit.

3.5. Construction Management At-Risk Clause

A. DISCLOSURE OF CONFLICTS OF INTEREST OR UNFAIR COMPETATIVE ADVANTAGE (2011): You warrant and represent that your offer identifies and explains any unfair competitive advantage you may have in competing for the proposed contract and any actual or potential conflicts of interest that may arise from your participation in this competition or your receipt of an award. Without limitation, an unfair competitive advantage exists where a contractor competing for award possesses either proprietary information that was obtained from a government official without proper authorization or source selection information (as defined in SC Regulation 19-445.2010(C)) that is relevant to the contract but is not available to all competitors, and such information would assist that contractor in obtaining the contract. If you have an unfair competitive advantage or a conflict of interest, SD5 may withhold award. Before withholding award on these grounds, a firm will be notified of the concerns and provided a reasonable opportunity to respond. Efforts to avoid or mitigate such concerns, including restrictions on future activities, may be considered.

B. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION: GIVING FALSE, MISLEADING, OR INCOMPLETE INFORMATION ON THIS CERTIFICATION MAY RENDER YOU SUBJECT TO

PROSECUTION UNDER SECTION 16-9-10 OF THE SOUTH CAROLINA CODE OF LAWS AND OTHER APPLICABLE LAWS.

(a) By submitting an offer, the Offeror certifies that—

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Offeror or competitor relating to—

- (i) Those prices;
- (ii) The intention to submit an offer; or
- (iii) The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the Offeror, directly or indirectly, to any other Offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by Offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory—

(i) Is the person in the offeror's organization responsible for determining the prices being offered in this offer, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; or

(ii) Has been authorized, in writing, to act as agent for the offeror's principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification [As used in this subdivision (b)(2)(i), the term "principals" means the person(s) in the offeror's organization responsible for determining the prices offered in this bid];

(iii) As an authorized agent, does certify that the principals referenced in subdivision (b)(2)(i) of this certification have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; and

(iv) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification.

(c) If the offeror deletes or modifies paragraph (a)(2) of this certification, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

C. CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS:

(a)(1) By submitting an Offer, Offeror certifies, to the best of its knowledge and belief, that Offeror- and/or any of its Principals-

(A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency;

(B) Have not, within a three-year period preceding this bid, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of bids; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(D) Offeror has not, within a three-year period preceding this bid, had one or more contracts terminated for default by any public (Federal, state, or local) entity.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

(b) Offeror shall provide immediate written notice to the Procurement Officer if, at any time prior to contract award, Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) If Offeror is unable to certify the representations stated in paragraphs (a)(1), Offeror must submit a written explanation regarding its inability to make the certification. The certification will be considered in connection with a review of the Offeror's responsibility. Failure of the Offeror to furnish additional information as requested by the Procurement Officer may render the Offeror non responsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly or in bad faith rendered an erroneous certification, in addition to other remedies available to SD5, the Procurement Officer may terminate the contract resulting from this solicitation for default.

D. ETHICS CERTIFICATE: By submitting an offer, the Offeror certifies that the offeror has and will comply with, and has not, and will not, induce a person to violate Title 8, Chapter 13 of the South Carolina Code of Laws, as amended (ethics act). The following statutes require special attention: Section 8-13-700, regarding use of official position for financial gain; Section 8-13-705, regarding gifts to influence action of public official; Section 8-13-720, regarding offering money for advice or assistance of public official; Sections 8-13-755 and 8-13-760, regarding restrictions on employment by former public official; Section 8-13-775, prohibiting public official with economic interests from acting on contracts; Section 8-13-790, regarding recovery of kickbacks; Section 8-13-1150, regarding statements to be filed by consultants; and Section 8-13-1342, regarding restrictions on contributions by contractor to candidate who participated in awarding of contract. SD5 may rescind any contract and recover all amounts expended as a result of any action taken in violation of this provision. If contractor participates, directly or indirectly, in the evaluation or award of public contracts, including without limitation, change orders or task orders regarding a public contract, contractor shall, if required by law to file such a statement, provide the statement required by Section 8-13-1150 to the procurement officer at the same time the law requires the statement to be filed.

E. RESTRICTIONS APPLICABLE TO OFFERORS & GIFTS: Violation of these restrictions may result in disqualification of your bid, suspension or debarment, and may constitute a violation of the state Ethics Act. (a) After issuance of the solicitation, **offeror agrees not to discuss this procurement activity in any way with the Owner or its employees, agents or officials**. All communications must be solely with the Procurement Officer. This restriction may be lifted by express written permission from the Procurement Officer. This restriction expires once a contract has been formed. (b) Unless otherwise approved in writing by the Procurement Officer, **offeror agrees not to give anything to the Owner, any affiliated organizations, or the employees, agents or officials of either, prior to award**. (c) Offeror acknowledges that the policy of SD5 is that a governmental body should not accept or solicit a gift, directly or indirectly, from a donor if the governmental body has reason to believe the donor has or is seeking to obtain contractual or other business or financial relationships with the governmental body. Regulation 19-445.2165(C) broadly defines the term donor.

F. NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING (IMPORTANT TAX NOTICE - NONRESIDENTS ONLY): Withholding Requirements for Payments to Nonresidents: Section 12-8-550 of the South Carolina Code of Laws requires persons hiring or contracting with a nonresident conducting a business or performing personal services of a temporary nature within South Carolina to withhold 2% of each payment made to the nonresident. The withholding requirement does not apply to (1) payments on purchase orders for tangible personal property when the payments are not

accompanied by services to be performed in South Carolina, (2) nonresidents who are not conducting business in South Carolina, (3) nonresidents for contracts that do not exceed \$10,000 in a calendar year, or (4) payments to a nonresident who (a) registers with either the S.C. Department of Revenue or the S.C. Secretary of State and (b) submits a Nonresident Taxpayer Registration Affidavit - Income Tax Withholding, Form I-312 to the person letting the contract.

For information about other withholding requirements (e.g., employee withholding), contact the Withholding Section at the South Carolina Department of Revenue at 803-898-5383 or visit the Department's website at: www.sctax.org

This notice is for informational purposes only. This Owner does not administer and has no authority over tax issues. All registration questions should be directed to the License and Registration Section at 803-898-5872 or to the South Carolina Department of Revenue, Registration Unit, Columbia, S.C. 29214-0140. All withholding questions should be directed to the Withholding Section at 803-898- 5383.

PLEASE SEE THE "NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING" FORM (FORM NUMBER I-312) LOCATED AT:

<http://www.sctax.org/Forms+and+Instructions/withholding/default.htm>

G. SUBMITTING CONFIDENTIAL INFORMATION: For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that Offeror contends contains information that is exempt from public disclosure because it is either (a) a trade secret as defined in Section 30-4-40(a)(1), or (b) privileged & confidential, as that phrase is used in Section 11-35-410. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the words "TRADE SECRET" every page, or portion thereof, that Offeror contends contains a trade secret as that term is defined by Section 39-8-20 of the Trade Secrets Act. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "PROTECTED" every page, or portion thereof, that Offeror contends is protected by Section 11-35-1810. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. Do not mark your entire bid as confidential, trade secret, or protected! If your bid, or any part thereof, is improperly marked as confidential or trade secret or protected, SD5 may, in its sole discretion, determine it nonresponsive. If only portions of a page are subject to some protection, do not mark the entire page. By submitting a response to this solicitation, Offeror (1) agrees to the public disclosure of every page of every document regarding this solicitation or request that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, & documents submitted during negotiations), unless the page is conspicuously marked "TRADE SECRET" or "CONFIDENTIAL" or "PROTECTED", (2) agrees that any information not marked, as required by these bidding instructions, as a "Trade Secret" is not a trade secret as defined by the Trade Secrets Act, and (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, are subject to public disclosure. In determining whether to release documents, SD5 will detrimentally rely on Offeror's marking of documents, as required by these bidding instructions, as being either "CONFIDENTIAL" or "TRADE SECRET" or "PROTECTED". By submitting a response, Offeror agrees to defend, indemnify & hold harmless SD5, its officers & employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from SD5 withholding information that Offeror marked as "confidential" or "trade secret" or "PROTECTED". Notwithstanding any markings to the contrary, by submitting your qualifications and proposal you consent to the disclosure of the contents to those third parties that may be able to verify the item of information at issue.

H. SOLICITATION INFORMATION FROM SOURCES OTHER THAN OFFICIAL SOURCE: South Carolina Business Opportunities (SCBO) is the official state government publication for Public entity solicitations. SD5 will maintain a web page with updated information at <http://www.lexrich5.org/Page/9173> with the latest information on the solicitation. Any information on School District Five solicitations obtained from any other source is unofficial and any reliance placed on such information is at the offeror's sole risk and is without recourse under the District's Procurement Code.

I. CLARIFICATION (NOV 2007): Pursuant to Section 11-35-1520(8), the Procurement Officer may elect to communicate with you after opening for the purpose of clarifying either your offer or the requirements of the solicitation. Such communications may be conducted only with offerors who have submitted an offer which obviously conforms in all material aspects to the solicitation. Clarification of an offer must be documented in writing and included with the offer. Clarifications may not be used to revise an offer or the solicitation. [Section 11- 35-1520(8); R.19-445.2080]

J. DISCUSSIONS AND NEGOTIATIONS (NOV 2007): Submit your best terms from a cost or price and from a technical standpoint. Your proposal may be evaluated and your offer accepted without any discussions, negotiations, or prior notice. Ordinarily, nonresponsive proposals will be rejected outright. Nevertheless, SD5 may elect to conduct discussions, including the possibility of limited proposal revisions, but only for those proposals reasonably susceptible of being selected for award. If improper revisions are submitted, SD5 may elect to consider only your unrevised initial proposal. [11-35-1530(6); R.19-445.2095(I)] SD5 may also elect to conduct negotiations, beginning with the highest ranked offeror, or seek best and final offers, as provided in Section 11-35-1530(8). If negotiations are conducted, SD5 may elect to disregard the negotiations and accept your original proposal.

K. CRIMINAL BACKGROUND CHECK: All companies, including but not limited to, design professionals, vendors, suppliers, consultants, general contractors of any trade, and their subcontractors, (Contractor) that bring one or more of its employees on to any SD5 facility in order to fulfill the terms of this agreement, must conduct a criminal background check on said employee(s) prior to bringing or sending the employee(s) to the SD5 campus or other SD5 property. Contractor agrees that any employee with a criminal history that the contractor reasonably believes poses a threat to property or persons will not be brought or sent to the any SD5 facility. The Contractor agrees to impose this same criminal background check requirement on all subcontractors, vendors, suppliers, or consultants, used to fulfill its responsibilities under this agreement. The Contractor shall be responsible for all costs associated with these requirements. SD5 reserves the right to verify compliance by contractor upon request. Information collected for verification is controlled by the Federal Fair Credit Reporting Act. Individuals believed by SD5 to pose a threat must leave the District property immediately and the Contractor may be prohibited from future awards without permission of the Procurement Officer. All workers shall at all times wear a visible identification badge with photo ID that contains their name and the name of their employer.

L. IRAN DIVESTMENT ACT - CERTIFICATION (JAN 2015): (a) The Iran Divestment Act List is a list published by the Board pursuant to Section 11-57-310 that identifies persons engaged in investment activities in Iran. Currently, the list is available at the following URL: <http://procurement.sc.gov/PS/PS-iran-divestment.phtm>(.) Section 11-57-310 requires the government to provide a person ninety-days written notice before he is included on the list. The following representation, which is required by Section 11-57-330(A), is a material inducement for the State to award a contract to you. (b) By signing your Offer, you certify that, as of the date you sign, you are not on the then-current version of the Iran Divestment Act List. (c) You must notify the Procurement Officer immediately if, at any time before posting of a final statement of award, you are added to the Iran Divestment Act List.

M. OPEN TRADE REPRESENTATION (JUN 2015): By submitting an Offer, Offeror represents that Offeror is not currently engaged in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300. [02-2A083-1]

[END OF RFQ—REQUEST FOR QUALIFICATIONS]



Chapin Middle School Addition

Request to Shortlisted Firms Only

Request for Proposals and Interview

to provide

Construction Management At-Risk Services

Caution: The only official source for this document is the one cited in the advertisement in the *South Carolina Business Opportunities* newsletter. Not getting this document directly from that source could mean that this document has been superseded by a later version. Answers to questions, all clarifications, and any addenda will be available online at <http://www.lexrich5.org/page/9173>. The Owner is not responsible for any reader's failure to heed this warning.

Proposals Due: January 27, 2017, by 4PM

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School District Five of Lexington and Richland Counties (Owner)

Written Submittals of Proposals to provide Construction Management at-Risk Services for the construction of— **Chapin Middle School Addition**

General Information

A. ETHICS CERTIFICATE: By submitting an offer, the offeror certifies that the offeror has and will comply with, and has not, and will not, induce a person to violate Title 8, Chapter 13 of the South Carolina Code of Laws, as amended (Ethics Act). The following statutes require special attention: Section 8-13-700, regarding use of official position for financial gain; Section 8-13-705, regarding gifts to influence action of public official; Section 8-13-720, regarding offering money for advice or assistance of public official; Sections 8-13-755 and 8-13-760, regarding restrictions on employment by former public official; Section 8-13-775, prohibiting public official with economic interests from acting on contracts; Section 8-13-790, regarding recovery of kickbacks; Section 8-13-1150, regarding statements to be filed by consultants; and Section 8-13-1342, regarding restrictions on contributions by contractor to candidate who participated in awarding of contract. Owner may rescind any contract and recover all amounts expended as a result of any action taken in violation of this provision. If contractor participates, directly or indirectly, in the evaluation or award of public contracts, including without limitation, change orders or task orders regarding a public contract, contractor shall, if required by law to file such a statement, provide the statement required by Section 8-13-1150 to the procurement officer at the same time the law requires the statement to be filed.

B. RESTRICTIONS APPLICABLE TO OFFERORS & GIFTS: Violation of these restrictions may result in disqualification of your bid, suspension or debarment, and may constitute a violation of the state Ethics Act. (a) After issuance of the solicitation, ***offeror agrees not to discuss this procurement activity in any way with the Owner or its employees, agents or officials.*** All communications must be solely with the Procurement Officer. This restriction may be lifted by express written permission from the Procurement Officer. This restriction expires once a contract has been formed. (b) Unless otherwise approved in writing by the Procurement Officer, ***offeror agrees not to give anything to the Owner, any affiliated organizations, or the employees, agents or officials of either, prior to award.*** (c) Offeror acknowledges that the policy of Owner is that a governmental body should not accept or solicit a gift, directly or indirectly, from a donor if the governmental body has reason to believe the donor has or is seeking to obtain contractual or other business or financial relationships with the governmental body. Regulation 19-445.2165(C) broadly defines the term donor.

C. NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING (IMPORTANT TAX NOTICE - NONRESIDENTS ONLY): Withholding Requirements for Payments to Nonresidents: Section 12-8-550 of the South Carolina Code of Laws requires persons hiring or contracting with a nonresident conducting a business or performing personal services of a temporary nature within South Carolina to withhold 2% of each payment made to the nonresident. The withholding requirement does not apply to (1) payments on purchase orders for tangible personal property when the payments are not accompanied by services to be performed in South Carolina, (2) nonresidents who are not conducting business in South Carolina, (3) nonresidents for contracts that do not exceed \$10,000 in a calendar year, or (4) payments to a nonresident who (a) registers with either the S.C. Department of Revenue or the S.C. Secretary of State and (b) submits a Nonresident Taxpayer Registration Affidavit - Income Tax Withholding, Form I-312 to the person letting the contract.

For information about other withholding requirements (e.g., employee withholding), contact the Withholding Section at the South Carolina Department of Revenue at 803-898-5383 or visit the Department's website at: www.sctax.org

This notice is for informational purposes only. This Owner does not administer and has no authority over tax issues. All registration questions should be directed to the License and Registration Section at 803-898-5872 or to the South Carolina Department of Revenue, Registration Unit, Columbia, S.C. 29214-0140. All withholding questions should be directed to the Withholding Section at 803-898- 5383.

PLEASE SEE THE "NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING" FORM (FORM NUMBER I-312) LOCATED AT:

<http://www.sctax.org/Forms+and+Instructions/withholding/default.htm>

D. SOLICITATION INFORMATION FROM SOURCES OTHER THAN OFFICIAL SOURCE:

South Carolina Business Opportunities (SCBO) is the official state government publication for Public entity solicitations. Any information on State agency solicitations obtained from any other source is unofficial and any reliance placed on such information is at the offeror's sole risk and is without recourse under the South Carolina Consolidated Procurement Code.

E. CLARIFICATION (NOV 2007): Pursuant to Section 11-35-1520(8), the Procurement Officer may elect to communicate with you after opening for the purpose of clarifying either your offer or the requirements of the solicitation. Such communications may be conducted only with offerors who have submitted an offer which obviously conforms in all material aspects to the solicitation. Clarification of an offer must be documented in writing and included with the offer. Clarifications may not be used to revise an offer or the solicitation. [Section 11- 35-1520(8); R.19-445.2080]

F. DISCUSSIONS & NEGOTIATIONS (NOV 2007): Submit your best terms from a cost or price and from a technical standpoint. Your proposal may be evaluated and your offer accepted without any discussions, negotiations, or prior notice. Ordinarily, nonresponsive proposals will be rejected outright. Nevertheless, SD5 may elect to conduct discussions, including the possibility of limited proposal revisions, but only for those proposals reasonably susceptible of being selected for award. If improper revisions are submitted, SD5 may elect to consider only your unrevised initial proposal. [11-35-1530(6); R.19-445.2095(I)] SD5 may also elect to conduct negotiations, beginning with the highest ranked offeror, or seek best and final offers, as provided in Section 11-35-1530(8). If negotiations are conducted, SD5 may elect to disregard the negotiations and accept your original proposal.

G. CRIMINAL BACKGROUND CHECK: _All companies, including but not limited to, design professionals, vendors, suppliers, consultants, general contractors of any trade, and their subcontractors, (Contractor) that bring one or more of its employees on to any SD5 facility in order to fulfill the terms of this agreement, must conduct a criminal background check on said employee(s) prior to bringing or sending the employee(s) to the SD5 campus or other SD5 property. Contractor agrees that any employee with a criminal history that the contractor reasonably believes poses a threat to property or persons will not be brought or sent to the any SD5 facility. The Contractor agrees to impose this same criminal background check requirement on all subcontractors, vendors, suppliers, or consultants, used to fulfill its responsibilities under this agreement. The Contractor shall be responsible for all costs associated with these requirements. SD5 reserves the right to verify compliance by contractor upon request. Information collected for verification is controlled by the federal Fair Credit Reporting Act. Individuals believed by SD5 to pose a threat must leave the District property immediately and the Contractor may be prohibited from future awards without permission of the Procurement Officer. All workers shall at all times wear a visible identification badge with photo ID that contains their name and the name of their employer.

NOTES

The District Selection Committee shall evaluate each of the persons or firms interviewed in view of their (a) past performance; (b) the ability of professional personnel; (c) demonstrated ability to meet time and budget requirements; (d) location and knowledge of locality of the project; (e) recent, current and projected work load of the person or firm; (f) creativity and insight related to the project; (g) related experience on similar projects; (h) volume of work awarded by the School District to the person or firm during the previous five years, with the objective of effectuating an equitable distribution of contracts by the District among qualified firms including Small and Minority Business Enterprises certified by the South Carolina Office of Small and Minority Business Assistance and firms that have not had previous District work; and (i) any other special qualification required pursuant to the solicitation of the using agency, in accordance with the District Procurement Code and the South Carolina Consolidated Procurement Code and Regulations.

In accordance with SC Code §11-35-3245, no member of the design team selected for this project will be allowed to perform work as a contractor or subcontractor on this project.

Any actual bidder, offeror, contractor or subcontractor who is aggrieved in connection with the intended award or award of this Contract may protest to the District Procurement Officer in accordance with Section 4210 of the School District Five Procurement Code.

South Carolina Business Opportunities (SCBO) is the official state government publication for State of South Carolina solicitations. The District Purchasing Department also maintains a web page for its solicitations. Any information on District solicitations that is obtained from any other source is unofficial and any reliance placed on such information is at the bidder's sole risk & is without recourse under the District Procurement Code.

SUBMITTING CONFIDENTIAL INFORMATION: For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that Offeror contends contains information that is exempt from public disclosure because it is either (a) a trade secret as defined in Section 30-4-40(a)(1), or (b) privileged & confidential, as that phrase is used in Section 11-35-410. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the words "TRADE SECRET" every page, or portion thereof, that Offeror contends contains a trade secret as that term is defined by Section 39-8-20 of the Trade Secrets Act. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "PROTECTED" every page, or portion thereof, that Offeror contends is protected by Section 11-35-1810. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. Do not mark your entire response (bid, proposal, quote, etc.) as confidential, trade secret, or protected! If your response, or any part thereof, is improperly marked as confidential or trade secret or protected, SD5 may, in its sole discretion, determine it nonresponsive. If only portions of a page are subject to some protection, do not mark the entire page. By submitting a response to this solicitation or request, Offeror (1) agrees to the public disclosure of every page of every document regarding this solicitation or request that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, and documents submitted during negotiations), unless the page is conspicuously marked "TRADE SECRET" or "CONFIDENTIAL" or "PROTECTED", (2) agrees that any information not marked, as required by these bidding instructions, as a "Trade Secret" is not a trade secret as defined by the Trade

Secrets Act, and (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, are subject to public disclosure. In determining whether to release documents, SD5 will detrimentally rely on Offeror's marking of documents, as required by these bidding instructions, as being either "CONFIDENTIAL" or "TRADE SECRET" or "PROTECTED". By submitting a response, Offeror agrees to defend, indemnify, and hold harmless SD5, its officers and employees, from every claim, demand, loss, expense, cost, damage, or injury, including attorney's fees, arising out of or resulting from SD5 withholding information that Offeror marked as "confidential" or "trade secret" or "PROTECTED."

The Following clauses will be included in Contract resulting from this Solicitation:

A. Economic Conflict of Interest (2011): A contractor shall not have or exercise any official responsibility regarding a public contract in which the contractor, or a business with which he is associated, has an economic interest. A person working for contractor shall not have or exercise any official responsibility regarding a public contract in which the person, an individual with whom he is associated, or his family members have an economic interest. If contractor is asked by any person to violate, or does violate, either of these restrictions, contractor shall immediately communicate such information to the procurement officer. The state may rescind, and recover any amount expended as a result of, any action taken or contract entered in violation of this provision. The terms "business with which he is associated," "economic interest," "family member," "immediate family," "individual with whom he is associated," "official responsibility" and "person" have the meanings provided in Section 8-13-100

B. ILLEGAL IMMIGRATION:

Contractor certifies and agrees that it will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agrees to provide to the State upon request any documentation required to establish either that:

1. Title 8, Chapter 14 is inapplicable both to Contractor and its subcontractors or sub-subcontractors; or Contractor and its subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14.

2. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony and, upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both."

3. Contractor agrees to include in any contracts with its subcontractors language requiring its subcontractors to comply with the applicable requirements of Title 8, Chapter 14, and include in their contracts with the sub-subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14. (An overview is available at www.procurement.sc.gov)

C. DRUG-FREE WORKPLACE: The Contractor certifies to the Owner that Contractor will provide a Drug-Free Workplace, as required by Title 44, Chapter 107 of the South Carolina Code of Laws, as amended.

D. FALSE CLAIMS: According to the S.C. Code of Laws § 16-13-240, "a person who by false pretense or representation obtains the signature of a person to a written instrument or obtains from another person any chattel, money, valuable security, or other property, real or personal, with intent to cheat and defraud a person of that property is guilty" of a crime.

E. NON-INDEMNIFICATION: Any term or condition is void to the extent it requires the State to indemnify anyone. It is unlawful for a person charged with disbursements of state funds

appropriated by the General Assembly to exceed the amounts and purposes stated in the appropriations. (§ 11-9-20) It is unlawful for an authorized public officer to enter into a contract for a purpose in which the sum is in excess of the amount appropriated for that purpose. It is unlawful for an authorized public officer to divert or appropriate the funds arising from any tax levied and collected for any one fiscal year to the payment of an indebtedness contracted or incurred for a previous year. (§ 11-1-40)

F. PRICING DATA AND AUDIT

G. ccc

1. Cost or Pricing Data - Upon request of the Owner or Architect, Contractor shall submit cost or pricing data prior to execution of a Modification which exceeds \$100,000. Contractor shall certify that, to the best of its knowledge and belief, the cost or pricing data submitted is accurate, complete, and current as of a mutually determined specified date prior to the date of pricing the Modification. Contractor's price, including profit, shall be adjusted to exclude any significant sums by which such price was increased because Contractor furnished cost or pricing data that was inaccurate, incomplete, or not current as of the date specified by the parties. Notwithstanding Subparagraph 9.10.4, such adjustments may be made after final payment to the Contractor.

2. Cost or pricing data means all facts that, as of the date specified by the parties, prudent buyers and sellers would reasonably expect to affect price negotiations significantly. Cost or pricing data are factual, not judgmental; and are verifiable. While they do not indicate the accuracy of the prospective contractor's judgment about estimated future costs or projections, they do include the data forming the basis for that judgment. Cost or pricing data are more than historical accounting data; they are all the facts that can be reasonably expected to contribute to the soundness of estimates of future costs and to the validity of determinations of costs already incurred.

3. Records Retention - As used in Section 7.6, the term "records" means any books or records that relate to cost or pricing data that Contractor is required to submit pursuant to Section 7.6.1. Contractor shall maintain records for three years from the date of final payment, or longer if requested by the chief procurement officer. The Owner may audit Contractor's records at reasonable times and places.

H. IRAN DIVESTMENT ACT – ONGOING OBLIGATIONS – (JAN 2015): (a) You must notify the procurement officer immediately if, at any time during the contract term, you are added to the Iran Divestment Act List. (b) Consistent with Section 11-57-330(B), you shall not contract with any person to perform a part of the Work, if, at the time you enter into the subcontract, that person is on the then-current version of the Iran Divestment Act List.

I. OPEN TRADE (JUN 2015): During the contract term, including any renewals or extensions, Contractor will not engage in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300. [07-7A053-1]

4. Preliminary Considerations

4.1 **Technically Superior Proposal**

Final selection of the Construction Management at-Risk firm for this project shall be made using the Technically Superior Proposal method, according to South Carolina Code of Laws, Section 11-35-1530.

4.2 **Competitive Sealed Proposal**

Pursuant to Section 11-35-1520(8), the Procurement Officer may elect to communicate with you after opening for the purpose of clarifying either your offer or the requirements of the

solicitation. Such communications may be conducted only with offerors who have submitted an offer which obviously conforms in all material aspects to the solicitation. Clarification of an offer must be documented in writing and included with the offer. Clarifications may not be used to revise an offer or the solicitation. [South Carolina Code of Laws, Section 11-35-1520(8); South Carolina Code of Regulations Chapter 19-445.2080J]

5. Written Technical Proposal - Submission Format and Requirements (Response to Request for Proposal or "RFP")

5.1. Physical Submittal

The Selection Committee will review the data submitted above and shortlist three to five firms. These shortlisted firms will be asked to submit proposals describing their ideas and approach to the present project. The format shall be according to the order dictated in Section 5.2, below.

5.1.1. Ten copies of the proposal shall be submitted. Each submittal set shall be identical and include a transmittal letter. The transmittal letter will not count toward the page limit. Responses should be concise, clear, and relevant. Submitter's costs incurred in responding to this RFP is submitter's alone. The Owner does not accept liability for any such costs.

5.1.2. Responses are limited to 40 printed pages (may be fewer) using a minimum of a 11-point Arial font and one-inch margins. A page means a display of information on a side of a sheet of paper: printing on a single side of paper is one page; printing on both sides (double-sided printing) of the same sheet of paper is two pages. Submitted document shall be 8 1/2" x 11" in surface area, not including its binder. Pages should be numbered consecutively. A table of contents, with corresponding tabs in the body of the proposal, must be included as well to identify each section. Placing multiple tabs on the same page is perfectly acceptable. If more than one item in the table of contents can be started on a single page, you may do so and place all corresponding tabs on that page. Any affidavits, certifications, or signed statements called for may be included in an appendix and will not count toward the page limit.

5.1.3. The deadline for submission of questions relating to the RFP is shown in the Schedule of Events (Section 2.6). **This is a firm deadline.** The Owner is not responsible for the proper or timely delivery of submittals. Failure to meet the deadline for receipt of submittals will result in rejection of the submittal. Submittals received after the deadline will not be considered whether delayed in transit or for any other cause whatsoever. Each firm is solely responsible for the accuracy and completeness of its submittal. Errors and omissions may constitute grounds for rejection.

5.1.4. The Owner intends to limit the cost that proposers incur to respond to this solicitation. Therefore, proposers are encouraged to be brief and succinct. At this stage, the Owner will already have the firms' qualification statements. Therefore, firms should devote most of their allotted space in the written proposal, and time in the interview presentation, to their creative ideas and special qualifications pertinent to the present project. Thick volumes of background and general marketing material are not desired. Instead, a firm should highlight its responsiveness to the evaluation criteria and its understanding of this project's requirements and the Owner's goals. If there are multiple firms proposed as one team, each component firm should describe its own relevant experience but still adhere to set page limits.

5.1.5. A firm should deliver its technical proposal in a sealed package. The name and address of the firm should appear on the outside of the package, and the package should reference the project; i.e., "RFP for Construction Management At-Risk Services, Chapin Middle

School Addition”. **Do not include a fee proposal.**

5.1.6. Submit technical proposal only (not fee proposal) to the following address:

Ms. Lynda Robinson
Coordinator of Purchasing
1020 Dutch Fork Road
Irmo, South Carolina 29063

5.1.7. For shortlisted firms, all follow-up questions from the pre-proposal conference will have answers and any clarifications distributed by e-mail to the contact person identified as the firm's point of contact for this RFQ/RFP in their RFQ submittal. All other questions during the proposal phase that have been submitted in writing before the deadline will be compiled and answered in writing by e-mail to that person, as well. Answers will be distributed simultaneously by e-mail to the contact person in the shortlisted firms. Shortlisted firms should submit questions relating to the RFP in writing via e-mail to:

Ms. Lynda Robinson
Coordinator of Purchasing
1020 Dutch Fork Road
Irmo, South Carolina 29063
ljrobins@lexrich5.org

5.2. Evaluation of Shortlisted Firms

5.2.1. Evaluation Criteria - The Selection Committee will evaluate the content of the written technical proposals, the interviews, and the fee proposals based upon the criteria listed in the table below. The Owner has listed each major category of criteria in order of importance. The services being sought under this RFP are considered professional in nature. Consequently, the evaluation of the proposals will be based upon consideration of the demonstrated qualifications and capabilities of the proposers. Absent modification by addendum, factors to be considered in the evaluation will be limited to the following:

Major	Criteria Summaries
<p>Management Plan (POINT VALUE=30)</p>	<p>Details for managing project integration, scope, time/schedule cost, quality, human resources, communication, risk, and procurement, especially addressing the following:</p> <ul style="list-style-type: none"> • Firm's plan for creating desired outcomes for this project • Firm's plan for helping Owner attain project's desired LEED or Green Globes certifications • Effectiveness of firm's cost management plan during pre- construction and construction • Firm's approach for managing changes within the stated cost and schedule limitations • Effectiveness of firm's schedule management plan • Effectiveness of firm's subcontractor management plan • Effectiveness of quality assurance program and plan • Effectiveness of firm's safety program • Effectiveness of closeout plan • Effectiveness of plan for administering any other services identified by firm and offered to add value to project
<p>Qualifications and Experience of the Proposed Project Team (POINT VALUE=25)</p>	<ul style="list-style-type: none"> • Specific experiences of the proposed project team on similar projects using the CM-at Risk project delivery method, including specific details on the pre-construction, construction, and closeout phase services provided • Team's demonstrated ability to solve complex project issues • Team's qualifications to contribute toward successful attainment of the desired LEED or Green Globes certification • Level of experience and technical qualifications of the specific team members • Individual safety records of the Project Manager and Site Superintendent
<p>Project Approach (POINT VALUE=20)</p>	<ul style="list-style-type: none"> • CM-R's approach to team integration with SD5, the design team, and specialty consultants • CM-R's approach to responsibilities and activities in component phases of the project, including, in general, the following: <ul style="list-style-type: none"> • Pre-construction • Construction • Closeout and Warranty
<p>Fee Proposal (POINT VALUE=15)</p>	<ul style="list-style-type: none"> • Level and quality of professional services pledged relative to fees proposed for pre-construction services and construction services
<p>References (POINT VALUE=10)</p>	<ul style="list-style-type: none"> • Quality of firm's references

Proposers must submit evidence of their abilities and provide complete, thorough, and comprehensive responses and information for each of the criteria above, as elaborated below.

The proposal submittal from shortlisted firms should contain responses to the issues raised in the table above, and in the order shown below.

5.2.2. Management Plan

- a. Reflecting the value of this criterion category, please address the project management issues raised.
- b. What about your firm and your team should make you stand out as the most appropriate construction management firm for this program?

5.2.3. Qualifications and Experience of Proposed Project Team

- a. Describe your firm's proposed organization for the CM-R team. Your synopsis should provide an organizational chart showing the lines of responsibility and accountability. Please designate the specific people to fill the key roles on your team for this particular project.
- b. Please identify the person who, from project start to finish, will be the leader of your project team and the principal point of contact between your firm and the Owner. This person's competence, leadership, and ability to achieve customer satisfaction will be heavily considered in the selection of a CM-R firm.

5.2.4. Project Approach

- a. Describe your approach to achieving integration of project participants and stakeholders into a project team.
- b. Describe roles and responsibilities in the CM-R delivery method during the main project phases. Describe your commitment to these.

5.2.5. Fee Proposal

- a. Fee proposals will be received only from the shortlisted candidates invited to interview. Fee proposals must be submitted by the conclusion of the interview session in a sealed envelope.
- b. A fee proposal form is included in Exhibit A to this RFP. The form asks you to assume a certain total construction cost to this project and submit your pre-construction fee proposal in dollars, and your construction fee proposal as a percentage of that assumed total cost of construction. Both entries shall contain your overhead and profit but no direct construction costs.

5.2.6. References

- a. If your firm has additional references that were not provided in your qualifications submittal, provide them now, along with a brief statement about the relevance of each reference. **It is the proposer's responsibility to ensure that they have listed a current contact with a correct phone number; it is also in your best interest because your Selection Committee will not appreciate it if it is difficult to trace references that you provide.** Include project-specific references and contact information for the following team members:

- Pre-construction Services Positions
- Project Manager

In order to assist the Selection Committee's understanding of your previous projects, please provide a matrix of comparable projects with respect to their costs and schedules. We suggest

use of a matrix similar to the following:

Project Name, Location and Brief Description	Cost Budget	Final Cost	Contract Date	Completed	Notes
School Renovation	25 MM	22 MM	4/10/14	4/12/2014	The project completion date was missed by two days because of owner's delay in providing necessary component. For this reason no liquidated damages were assessed

5.3. Additional Conditions

5.3.1. The Selection Committee will endeavor to shortlist only firms that are fully capable and qualified to perform the current project. The Selection Committee intends to interview all shortlisted firms. Nevertheless, it is possible, although not anticipated, that the review of a technical proposal from a firm might convince the Selection Committee that a shortlisted firm is not appropriate for this project after all. Therefore, the Selection Committee will issue formal invitations to interview, leaving open the possibility that a shortlisted firm might not continue in the competition past submittal of its technical proposal.

5.3.2. The Owner reserves the right to reject any or all proposals received. The Owner is not obligated to request clarifications or additional information but may do so at its discretion. The Owner reserves the right to extend the deadline for submittals or alter the schedule of events, as may be deemed necessary.

5.3.3. Non-Collusion: In submitting its proposal, the proposer affirms that, in connection with its proposal, the proposer has not either directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free and open competition; and that, to the best of its knowledge and belief, the contents of its proposal have not been communicated by the proposer or by any of proposer's employees or agents to any person who is not an employee or agent of the proposer or of the surety on any bond furnished with the proposal and will not be communicated to any person who is not an employee or agent of the bidder or of said surety prior to the official opening of the proposal, and, to the extent that its proposal includes the participation of subcontractors or teaming partners, those subcontractors and teaming partners have not participated in any collusive activities as described above.

5.3.4. Confidentiality of Documents: Upon receipt of a proposal by the Owner, the proposal shall become the property of the Owner without compensation to the proponent for disposition or usage by the Owner at its discretion. Subject to the provisions of the Freedom of Information Act, the details of the proposal documents will remain confidential until final award.

5.3.5. Costs to Prepare Responses: School District Five of Lexington and Richland Counties assumes no responsibility or obligation to the respondents and will make no payment for any costs associated with the preparation or submission of proposals.

5.3.6. The Owner reserves the right to check references of proposed personnel on the project team and to request substitutions of personnel if it deems such action in the Owner's best interests. Moreover, the Owner reserves the right to check any reference that it may become aware of in addition to the references given by the proposer.

5.3.7. Equal Employment Opportunity: During the performance of this Contract, the CM-R agrees as follows: The CM-R will not discriminate against any employee or applicant for employment because of race, creed, color, sex, age, national origin, place of birth, or physical

handicap. CM-R must have a history of being non-discriminating and will not discriminate on the basis of race, creed, color, sex, or national origin in any of its employment practices, or procurement practices with respect to the workforce of the firm, or procurement services in connection with this project. An affirmative action plan must be maintained for both work force and procurement practices.

5.3.8. The Owner embraces diversity in all aspects of its function, including use of minority businesses, vendors, or contractors in construction projects. For example, the Owner has established a strategic objective of achieving a minimum of double-digit minority business participation in procurement contracts with vendors and contractors involved in this project. The Owner is prepared to serve as a resource to assist with outreach efforts.

5.3.9. Project site visit will be conducted with the shortlisted firms together before their interviews. Separate site visits for individual firms will not be conducted. All firms will receive the same information from the Owner relevant to this project.

5.4. Drug Free Workplace

It is a specific requirement that the selected firm certify that it operates a drug-free workplace and that it will remain that way throughout the duration of the project in order to satisfy South Carolina Regulation 44-107.30.

6. Interview, Fee Proposal, and Final Evaluation

6.1. Proposal Presentation and Interview Format

The time allotted to each firm for the presentation and interview will not exceed 70 minutes (50 minutes for presentation, 20 minutes for questions). The format of the firm's presentation during the interview session is at the discretion of the firm. All members of the Selection Committee will be present during the formal interview.

6.1.1. Firms must address any questions, prior to the interview, to the project manager. Firms must not contact any other members of the Selection Committee before or after the interview until after a contract is executed.

6.2. Who Should Attend?

Please limit the number of representatives of the CM-R team to no more than ten people, but include at least the CM-R's Superintendent, Project Manager, and Pre-Construction Manager, and most of those people with whom the Owner will interact regularly. Essential consultants may be appropriate, also.

6.3. Things to Address at Interview

The intent of the formal interview process is to provide the Selection Committee with an elaboration of the written proposal's information in order to help the Selection Committee make a final selection of the firm that in the sole discretion of the selection committee best meets the requirements for this project.

6.4. Final Evaluation Ranking

Based on a combination of the scores received on the written submission and the formal interview, the Committee will rank the firms in order of qualification. The Selection Committee will use only those criteria published in this RFP in making their determinations.

6.5. Fee Proposal Evaluation

After all interviews have concluded, as part of its deliberations, the Selection Committee will open the fee proposal from each firm and will evaluate each in light of the submitting firm's Technical Proposal. They will evaluate the level and quality of professional services pledged relative to fees proposed for pre-construction services and construction services.

6.6. SPECIAL CONSIDERATIONS FOR CM AT-RISK- South Carolina State Budget and Control Board Regulation 19-445.2145(N)(2) and (4): Prior to contracting for a Guaranteed Maximum Price (GMP), all construction management services provided by a construction manager at-risk must be paid as a fee based on either a fixed rate, fixed amount, or fixed formula. In addition, construction may not commence for any portion of the construction until after the governmental body and the construction manager at-risk contract for a fixed price or a GMP regarding that portion of the construction.

6.7. Certification of Cost or Pricing Data

According to South Carolina Code of Laws, Section 11-35-1830, the contractor "shall certify that to the best of his knowledge or belief, the cost or pricing data submitted is accurate, complete and current" as of a mutually specified date. Each shortlisted firm that submits a fee proposal shall, by its submission, acknowledge this requirement.

6.8. Certificate of Independent Price Determination (May 2008)

GIVING FALSE, MISLEADING, OR INCOMPLETE INFORMATION ON THIS CERTIFICATION MAY RENDER YOU SUBJECT TO PROSECUTION UNDER SECTION 16-9-10 OF THE SOUTH CAROLINA CODE OF LAWS AND OTHER APPLICABLE LAWS.

(a) By submitting an offer, the offeror certifies that-

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to-

- (i) Those prices;
- (ii) The intention to submit an offer; or
- (iii) The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; or

(2) (i) Has been authorized, in writing, to act as agent for the offeror's principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification [As used in this subdivision (b)(2)(i), the term "principals" means the person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal];

(ii) As an authorized agent, does certify that the principals referenced in subdivision (b)(2)(i) of this certification have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; and

(iii) As an agent, has not personally participated, and will not

participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification.

(c) If the offeror deletes or modifies paragraph (a)(2) of this certification, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure. [02-2A032-1]

6.9. Additional Information

6.9.1. The Owner reserves the right to withdraw this RFQ/RFP or to reject any and all submittals at any time and cancel the project if, in the sole discretion of the Owner, continuation is deemed not to be in the best interest of the District.

6.9.2. The Selection Committee reserves the right in its sole discretion to waive minor irregularities and to reject any or all submittals.

6.9.3. All submittals, together with any supporting material submitted by the firm, become the property of the Owner and may be retained, destroyed, or otherwise disposed of at the convenience of the Owner. All submittals, if retained by the Owner, become a matter of public record when final negotiations are completed. The submittal received from the selected firm will become part of the agreement reached by the Owner and the firm.

6.9.4. By providing a submittal, each firm agrees not to request access to another firm's submittals until after a contract has been executed.

6.9.5. By providing a submittal, each firm agrees that the Owner will have the right to use any or all ideas or concepts presented in any submittal without restriction and without compensation to the firm.

6.9.6. All South Carolina employers must verify the employment eligibility status of all new hires through the federal E-Verify system in compliance with the "South Carolina Illegal Immigration and Reform Act." (See <http://www.llr.state.sc.us/immigration>.) Contractors and subcontractors who contract with public employers for the physical performance of services are to register and participate in the federal work authorization program or otherwise verify employees. The director of the State Fiscal Accountability Authority is authorized to prescribe forms and promulgate rules necessary to administer the act and publish the rules and regulations on the Board's website: www.procurementlaw.sc.gov/immigration.

[END OF REQUEST FOR PROPOSALS]

Exhibit A

<p>CONSTRUCTION MANAGEMENT AT-RISK FEE PROPOSAL CHAPIN MIDDLE SCHOOL ADDITION</p>		
	<p>ASSUME TOTAL PROJECT CONSTRUCTION COST OF \$5,000,000.00 Fee: For the pre-construction consulting services and Construction Services provided by CM-R before the establishment of a Guaranteed Maximum Price for the work or any portion of the work, the District shall pay to CM a Fee, as noted below:</p>	
	<p>Pre-construction Fee (in dollars)</p>	<p>\$</p>
	<p>Construction Services Fee Percentage</p>	<p>%</p>