

	District Five of Lexington and Richland Counties Request for Qualifications Professional Services	Solicitation #	2024-021
		Date Issued	February 13, 2024
		Procurement Official	Lynda Robinson
		Phone	(803) 476-8140
		E-Mail Address	D5bids@lexrich5.org
DESCRIPTION	Professional Services – Construction Management Services		

The Term "Offer" Means Your "Bid" or "Proposal"

SUBMIT OFFER BY	February 29, 2024 at 11:00 AM
QUESTIONS MUST BE RECEIVED BY	February 21, 2024 at 12:00 PM
NUMBER OF COPIES TO BE SUBMITTED	1 original and 5 copies printed, 1 electronic

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

CONFERENCE TYPE: N/A DATE & TIME: As appropriate, see "Conferences - Pre-Bid/Proposal" & "Site Visit" provisions	LOCATION:
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AWARD & AMENDMENTS	The award, this solicitation, and any amendments will be posted at the following web address: https://www.lexrich5.org/departments/office-of-finance/purchasing/solicitations-and-awards
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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 sixty (60) 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 a binding offer to enter a contract on behalf of the 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.)			
				Area Code:	Number:	Extension:	Facsimile:
				E-Mail Address:			
PAYMENT ADDRESS (Address to which payments 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 ADDRESS (Address to which purchase orders will be sent) 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 acknowledge 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? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, provide certification number: _____.							

DEFINITIONS, CAPITALIZATION, AND HEADINGS: CLAUSE HEADINGS USED IN THIS SOLICITATION ARE FOR CONVENIENCE ONLY AND SHALL NOT BE USED TO CONSTRUE MEANING OR INTENT, EVEN IF NOT CAPITALIZED, THE FOLLOWING DEFINITIONS ARE APPLICABLE TO ALL PARTS OF THE SOLICITATION, UNLESS EXPRESSLY PROVIDED OTHERWISE.

AMENDMENT means a document issued to supplement the original solicitation document.

BOARD means the Board of Trustees of District Five of Lexington and Richland Counties.

BUSINESS means any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, or any other legal entity.

CHANGE ORDER means any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual agreement of the parties to the contract.

CONTRACT means all types of District Five of Lexington and Richland Counties' agreements, regardless of what they may be called, for the procurement or disposal of supplies, services, equipment or construction.

CONTRACT MODIFICATION means a written order signed by the Procurement Officer, directing the contractor to make changes which the clause of the contract TITLED "Changes, "if included herein, authorizes the Procurement Coordinator to order without the consent of the contractor.

CONTRACTOR means the Offeror receiving an award as a result of this solicitation.

COVER PAGE means the top page of the original solicitation on which the solicitation is identified by number. Offerors are cautioned that Amendments may modify information provided on the Cover Page.

DISTRICT means District Five of Lexington and Richland Counties.

OFFER means the bid, quote or proposal submitted in response to this solicitation. The terms Bid and Proposal are used interchangeably with the term Offer.

OFFEROR means the single legal entity submitting the offer. The term Bidder is used interchangeably with the term Offeror. See bidding provisions entitled Signing Your Offer and Bid/Proposal As Offer To Contract.

PAGE TWO means the second page of the original solicitation, which is labeled Page Two.

PROCUREMENT OFFICER means the person, or his successor, identified as such on either the cover page, an amendment, or an award notice.

YOU and YOUR means Offeror.

SOLICITATION means this document, including all its parts, attachments, and any Amendments.

SUBCONTRACTOR means any person you contract with to perform or provide any part of the work.

WORK means all labor, materials, equipment, services, or property of any type, provided or to be provided by the Contractor to fulfill the Contractor's obligations under the Contract.

Submittals of Qualification Statements for Professional Services Construction Management Services

1. Introduction

1.1 Purpose of Procurement

- 1.1.1** School District Five of Lexington and Richland Counties is requesting qualification statements from firms, “hereinafter referred to as “Respondents or Offerors”, to provide Construction Management (CM) services for the Irmo High School East Wing renovation. The selected CM firm shall not perform any of the trade construction work. The project delivery method is design-bid-build.
- 1.1.2** It is the intent and purpose of the District that this solicitation permits competition. It is the responsibility of the Respondents to advise the District if any language, specifications, or requirements, or any combination thereof, inadvertently limit the competition in this solicitation to a single source.
- 1.1.3** It is the intent and purpose of this solicitation to give equal consideration to all Offers. Evaluations of each submission will factor expertise, experience, capabilities, and references into any consideration of award.
- 1.1.4** Firms shall include an on-site staff Project Manager dedicated solely to this project from start of construction to completion of closeout and shall supplement with additional staffing during peak construction periods as needed/recommended. Services will be required from the start of the construction period (Winter/Spring 2024) to the estimated completion of the project in the Spring/Summer of 2026.

1.2 Project Objectives

1.2.1 Scope of Work-Construction and Close-out

- 1. Provide Project Management and limited site supervision including, but not limited to oversight of general/prime contractor to expedite their work and maintain quality control and conformance to the contract documents. CM shall develop a plan to cover multiple shifts and weekends as required.
- 2. Act as agent for the School District and in concert with the A/E's responsibilities, manage the construction activity to include fielding a supervisory team to monitor/manage the work in progress, operate all monthly requisition and payment processes, handle inquiries, keep records, report on schedule progress and estimate completion cost, prepare punch-lists, administer completion and handover process, and administer as-builts, warranties, guarantees, etc. for acceptance.
- 3. Provide all necessary personnel and expertise required for the administration of contracts, negotiation of change orders and resolution

- of disputes and delays. All changes must comply with Board policies.
4. Coordinate activities of utility companies and regulatory agencies.
 5. Expedite the submission of all submittals and shop drawings to be reviewed by the A/E for conformance with the contract documents; maintain accurate records of accepted shop drawings and submittals.
 6. Oversee the testing services and other quality control services retained for the project.
 7. Monitor construction progress, determine effects on project schedule and take appropriate action to adjust the work as required to maintain the accepted schedule.
 8. Conduct bi-weekly and specially scheduled progress meetings involving the project team; keep and distribute accurate minutes of meetings.
 9. Conduct weekly contractor coordination meetings; keep and distribute accurate minutes of meetings.
 10. Establish, maintain and utilize a cost control system for all construction on a project-by-project building-by-building basis, keep records in a form readily usable by the project team; make recommendations to the School District and the A/E. Track all construction and incidental costs and reconcile monthly with the District.
 11. Maintain a monthly log of all significant events, visitors and occurrences at the jobsite; maintain record drawings, photographs, etc.
 12. Ensure that compliance with the District safety program is enforced. Review safety programs developed by each of the multiple prime contractors for compliance with the project safety requirements.
 13. Collaborate with the A/E to review and approve contractor payment requests. Collect and submit contractor's certified payrolls to the School District.
 14. Establish and monitor reasonable methods to control dust, noise, lighting, odor, etc. as required by the contract specifications with the responsible contractors,
 15. Assist contractors in avoiding and resolving jurisdictional disputes if and when they occur.
 16. Prepare and maintain a current master record copy of drawings showing all changes to the contract documents.
 17. Collect and organize for delivery to the School District all operating manuals, equipment lists, and maintenance manuals required by the contract documents.
 18. Recommend to the School District and the A/E when final inspection(s) and punch lists should be made and conduct final inspection(s) with the A/E and others, as required, to ensure that all punch list items are corrected.
 19. Assist the School District personnel in assuming operation of all systems, including scheduling of instructional sessions by the Contractor(s) as required in contract documents.
 20. Obtain and submit to the School District all guarantees and warranties as required in the contract documents.
 21. Deliver to the School District all records, documents and other items

pertinent to the project.

22. Provide and administer a web-based project management system to track all meeting minutes, RFI's, submittals and quality control items.
23. Provide a project quality control protocol with the prime contractors and maintain a log of defects or deficiencies discovered. Track all items through completion and acceptance by the Owner and A/E.

1.2.2 Warranty/Guarantee Phase

1. Make at least two (2) complete inspections of the work after the work has been accepted by the District (i.e., one inspection at approximately eleven (11) months after acceptance and another inspection approximately twenty-two (22) months after acceptance).
2. Provide written reports of inspections.
3. Evaluate the performance of any warranty work or correction of any defective work by contractor(s) under the terms of it/their contract(s).
4. Assist the District in getting defective work or warranty work completed by alternative means, if not performed by contractor, at no additional cost to District.

1.2.3 In selecting a firm, the Owner will emphasize the experience of the firm and assigned personnel in working on school projects including providing functions on projects of similar magnitude and complexity as the proposed project. Selection preference will be toward firms that have the depths of knowledge and resources for contract coordination, compliance, and familiarity with state laws, ordinances, and codes applicable to the Owner.

1.2.4 It is the responsibility of each submitter to examine the complete Request for Qualifications ("RFQ"), seek clarification in writing and review its submission for accuracy before submitting their qualifications. Once submission deadlines have passed, all submissions will be final. The Owner may request clarification from any individual submitter relative to their submission.

1.2.5 Certified Minority Business Enterprises are encouraged to respond to this request for qualifications.

1.3 Project Assumptions

1.3.1. The Owner does not desire to enter into any "joint-venture" or teaming agreements with multiple firms.

1.3.2. It is the sincere intention of the Owner 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**," is used, the reference is to this Request for Qualifications 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, the referenced task is a mandatory requirement of this RFQ. 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, 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 or offeror are used in this document, the reference is to the firm that the Selection Committee ultimately judges to have submitted the qualifications that best satisfy the needs of the Owner in accordance with the RFQ. The selection of an apparent successful firm does not necessarily mean the Selection Committee accepts all aspects of the firm's qualification submittal.
- 1.4.5. Whenever the term "**submittal**" or "**response**" is used in the RFQ, the reference is to the response offered by a firm in accordance with the RFQ.
- 1.4.6. "**Selection Committee**" refers to the District representatives responsible for administering and conducting the evaluation and selection process of the RFQ.
- 1.4.7. "**Design Professional**" and "**Designer of Record**" both refer to the project's architect or design engineer.

2. General Instructions

2.1. Contract

- 2.1.1 The agreement will be for a fixed fee. All dispute resolution in any contract shall be in accordance with the District's Procurement Code.
- 2.1.2 Upon agreement of the District and Principal to the scope of work and fees as negotiated for this project, work shall not commence until the Principal receives a properly executed contract and Purchase Order from the District.
- 2.1.3 A contract for the project will be negotiated with the selected firm. All fees will be negotiated with the highest ranked Offeror for the project and are subject to Board approval.

2.2. Selection Process

- 2.2.1. **Request for Qualifications:** This document is a RFQ. The responses will be evaluated and at least three firms will be selected for interviews. After the interviews, the Committee will rank the top three firms. Contract negotiations will then commence with the highest ranked firm.
- 2.2.2. **Selection Committee:** The selection of professional service providers will be made by a Selection Committee which will consist of representatives determined to be qualified to make an informed decision as to the most competent and qualified firm for the project. Contact for information and clarification about the Project must be limited to the procurement officer, as identified in 3.1.6. below.
- 2.2.3. **Selection:** Selection of the firm will be a multi-step process:
 - a. Written Submittal - Interested persons or firms shall respond to this invitation by submitting the following:
 1. Federal Standard Form 330, Architect-Engineer and Related Services Questionnaire and Federal Standard Form, 255, Architect-Engineer and Related Services Questionnaire for Specific Project.

2. Certification stating whether the business is or is not a South Carolina resident
3. Information responsive to the selection criteria in Section 3

Following the receipt of information from all interested persons and firms, the Selection Committee shall hold interviews with at least three persons or firms who respond to the solicitation and who are considered most qualified on the basis of information available before the interviews. Qualifications alone will narrow the field to a shortlist of at least three of the top ranked firms. The Selection Committee will evaluate all firms against a set of criteria, provided in Section 3 below, to determine those firms most qualified and suited for this particular project. Interview and Final Evaluation - As part of the evaluation of the responses, the top ranked firms will be invited to a formal interview to explain their qualifications and visions orally and to answer questions from the Selection Committee. From the evaluation of the written qualifications, combined with the interview, the Selection Committee will rank the shortlisted firms in order of suitability and appropriateness for the present project.

2.3. Submittal Validity: Any submitted proposal shall remain valid for ninety (90) days after the proposal due date or until the Owner executes a contract, whichever is sooner. In the event the selected proposer fails to perform and/or the contract is terminated within forty-five (45) days of its initiation, the Owner may request the proposer submitting the next acceptable proposal to honor its proposal.

2.4 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. Notification of any adjustment to the Schedule of Events shall be provided by an amendment posted to the District's website.

EVENTS	DATE	TIME
Advertisement in SCBO	February 13, 2024	-
Deadline for written questions and clarifications	February 21, 2024	12:00 PM
Deadline for submission of Qualifications	February 29, 2024	11:00 AM
Selection Committee Issues Short List	March 8, 2024	COB
Interviews of shortlisted firms	March 14, 2024	TBD

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

3.1. Physical Submittal - One original and five copies of the information shall be submitted. One electronic copy shall also be included. Each submittal shall be identical and include a transmittal letter. The transmittal letter (or cover letter) will not count toward the page limit (specified in Section 3.1.1.). The table of contents sheet and the tab sheets also do not count toward the page limit. Submitters are encouraged to follow their responses in the sequence of the Submittal outlined here. Responses

should be concise, clear, and relevant. When responding to the requests provided elsewhere in the submittal, submitters may insert reference information at the specific location where the answer is to be provided. The Submitter's cost incurred in responding to this RFQ is the Submitter's alone, and the Owner does not accept liability for any such costs.

3.1.1. Responses are limited to forty standard (8½" x 11") pages (may be fewer) using a minimum of a 10-point Times New Roman font and one-inch margins.

The pages of the qualification submittals must be numbered. A table of contents, with corresponding tabs in the body of the submittal, must be included as well to identify each section. Placing multiple tabs on a single page is perfectly acceptable. If more than one item in the table of contents can be started on the same 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.

3.1.2. Submittals of qualifications will be accepted until the time and date shown in the Schedule of Events (Section 2.4). 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.

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 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; i.e., "RFQ #__ Construction Management Services"

3.1.5. Submit qualification documents to the following address:

**Lynda Robinson
Coordinator of Purchasing
District Five of Lexington and Richland Counties
1020 Dutch Fork Road
Irmo, SC 29063**

3.1.6. Except for submission of questions, discussed further below, proposers shall not contact any members or employees of the Owner 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. Questions must be submitted in writing via email to:

Lynda Robinson
E-mail: D5bids@lexrich5.org

3.1.7. The deadline for submission of questions relating to the RFQ is the time and date shown in the Schedule of Events (Section 2.4.) All questions that have been

submitted in writing before the deadline, will be compiled and answered in writing by an amendment. The amendment will be posted to the District's website at <https://www.lexrich5.org/departments/office-of-finance/purchasing/solicitations-and-awards> .

3.2. Written Submittal Prerequisite Criteria

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

- Firms must submit Standard Form 330 and Form 255. The forms may be placed in an appendix and will not count toward your page limit.
- Responding firms must have a minimum of five (5) years' experience providing professional construction management services for K-12 public educational facilities.
- Firm's prior experience as a K-12 construction manager should include at least three successfully completed projects valued at over \$20 million dollars each.
- Firms must demonstrate prior experience and familiarity with South Carolina Office of School Facilities (OSF) standards/ processes, local authorities having jurisdiction (AHJ), NFPA, and IBC.
- Proposed Project Manager should be a degreed professional with a 4-year degree in Engineering, Architecture, or Construction Management. Project Manager shall also have a minimum of ten (10) years' experience in Construction Management.
- Only firms that meet or exceed the above minimum selection criteria set forth by the District will be considered.
- Joint ventures or teaming arrangements among multiple firms will not be considered.

3.3. Submittal Format

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

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

3.3.2. Basic company information

- a. Company name
- b. Address and zip code
- c. E-mail address and name of primary contact
- d. Telephone number
- e. Number of years in business

3.3.3. Form of ownership, including the state of residency or incorporation: Is the offeror a sole proprietorship, partnership, corporation, Limited Liability Company (LLC), joint venture, or other structure?

3.3.4. Experience – Include the following:

- Experience with projects of similar scope and complexity.
- All personnel (including principals and proposed staff) who would potentially be assigned to this project. Include their responsibilities, resumes, qualifications, and licensing information.
- The number of years the firm has provided facility assessment services specifically for K-12 clients. Provide a list of school districts (SC preferred) for which services substantially similar to those sought with this solicitation have been provided at any time during the past five years. The list must contain a current contact name along with the contact's telephone number, physical, and email address.
- No fewer than three projects in order of most relevant to least relevant that demonstrate the firm's capabilities to provide relevant services. For each project, the following information should be provided:
 - The scope of the project and type of services provided
 - Project name
 - Project location
 - Dates during which services were performed
- Describe the firm's ability to provide quantitative and narrative reports.
- Provide the firm's financial statements for the past two (2) years (audited versions preferred), and a Certificate of Insurance demonstrating evidence of appropriate, Errors and Omissions Insurance and General and Professional Liability and Worker's Compensation coverage. Copies of specialized licensing or other pertinent information that will help the evaluation committee determine the firm's ability to carry out this project may be included.
- Include any additional information that will allow the evaluation team to clearly identify that the proposed project team is equipped to perform the work called for in this solicitation. Convey the information in a concise and straightforward manner so that the evaluation team is able to focus on credentials and achievements that demonstrate the firm's ability to undertake this project. If sub-consultants will be used, submit their information as well.
- List all projects that you have performed for School District Five of Lexington and Richland Counties during the past five (5) years.

3.3.5. Accessibility

- a) Accessibility of the firm to the District - Identify the location of the office from which the project will be managed.
- b) Accessibility of consultants to the District - Identify the location of the consultant's office.

3.3.6. Project Approach

- Describe the firm's understanding of the project and the planned approach to achieve the goals of the project. Provide a detailed overview of the firm's methodologies that will be applied and the project plan for each item identified in the Scope of Work.
- Describe any and all activities required from District staff.

- Describe how the firm will ensure quality control of the project.
- Describe your process for efficiently resolving issues and maintaining project commitments and working collaboratively with the Owners and contractors.
- Provide your detailed schedule management plan for this project. Describe systems and procedures your firm uses to manage the project schedule. Describe alternatives that may be explored to shorten the schedule.

3.3.7. Current/Projected Workload

- Firm's current workload and times frames for completion.
- Firm's pending contracts and potential time frames for completion.
- Demonstrated commitment to the Owner of key project personnel and clerical staff.

3.4. Evaluation Criteria - As required by the District's Procurement Code, evaluation of the firms interviewed will be based on the following criteria:

1. Past Performance
2. Ability of Professional Personnel
3. Demonstrated ability to meet time and budget requirements
4. Location and knowledge of the locality of the project if the application of this criterion leaves an appropriate number of qualified firms, given the nature and size of the project
5. Recent, current and projected workloads of the firms
6. Creativity and insight related to the project
7. Related experience on similar projects
8. Volume of work awarded by the 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 Minority Business Enterprises certified by the South Carolina Office of Small Minority Business Assistance and firms that have not had previous District work. Firms awarded more work in the last five (5) years must be scored lower than those who have been awarded less.

4. Considerations

4.1. Additional Conditions

- 4.1.1. The Owner reserves the right to reject any or all submittals 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 they deem necessary.
- 4.1.2. Non-Collusion: In submitting its qualification information, the proposer affirms that, in connection with its submittal, the firm 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 submittal have not been communicated by the firm or by any of the firm's employees or agents to any person who is not an employee or agent of the firm or of the surety on any bond furnished with the submittal 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 submittal, and, to the extent that its submittal includes the participation of subcontractors or teaming partners, those subcontractors and teaming partners have not participated in any collusive activities as described above.

- 4.1.3. Confidentiality of Documents: Upon receipt of a submittal 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 submittal documents will remain confidential until final award.
- 4.1.4. Costs to Prepare Responses: The Owner assumes no responsibility or obligation to the respondents and will make no payment for any costs associated with the preparation or submission of qualification information.
- 4.1.5. 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 Owners' 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.
- 4.1.6. Equal Employment Opportunity: During the performance of this Contract, the firm agrees as follows: The firm 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. The firm 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 workforce and procurement practices.
- 4.1.7 The District encourages the use of Certified MBEs/DBEs in all of its projects. If any MBES and/or DBEs are included in your proposed services, please identify them. Also, if you have any unique experience working with MBEs and or DBEs previously, please describe them. School District Five of Lexington and Richland Counties embraces diversity in all aspects of its function, including use of minority businesses, vendors, or contractors in construction projects.
- 4.1.8. 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 to satisfy South Carolina Statute 44-107-30.

5. Interview and Additional Information

5.1. Interview Format

- 5.1.1 The time allotted to each firm for the presentation and interview will not exceed 45 minutes (30 minutes for presentation, 15 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.
- 5.1.2 Please limit the number of representatives from the firm to no more than six people, but include at least the Project Manager and those with whom the Owner will interact regularly.

- 5.1.3 Firms must address any questions, before the interview, to the procurement officer (identified in Section 3.1.6). Firms must not contact any other members of the Selection Committee before or after the interview until after a contract is executed.

5.2. Things to Address at Interview

The formal interview process intends to provide the Selection Committee with an elaboration of the written qualification information 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.

5.3 Additional Information and Provisions

- 5.3.1. The Owner reserves the right to withdraw this RFQ 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.
- 5.3.2. In addition to the Owner's general right to reject all submittals, a submittal may be rejected if the submittal contains false or misleading statements or references that, in the sole judgment of the Selection Committee, do not support an attribute or condition contended by the firm and, in the sole judgment of the Selection Committee, such statements were intended to mislead the Selection Committee in its evaluation of the submittal.
- 5.3.3. The Selection Committee's identification of an apparent successful firm does not necessarily mean the Selection Committee accepts all aspects of the firm's submittal.
- 5.3.4 The Selection Committee reserves the right in its sole discretion to waive minor irregularities.
- 5.3.5. 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 kept by the Owner, become a matter of public record when final negotiations are completed.
- 5.3.6. By providing a submittal, each firm agrees not to request access to another firm's submittals until after a contract has been executed.
- 5.3.7. 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.
- 5.3.9 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]
- 5.3.10 **CRIMINAL BACKGROUND CHECK:** All companies, including but not limited to, design professionals, vendors, suppliers, consultants, general contractors of any trade, and their subcontractors, 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 any District 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.

GENERAL TERMS AND CONDITIONS

AMENDMENTS TO SOLICITATION: (a) The Solicitation may be amended at any time prior to opening. Amendments will be posted to the District's website under the Purchasing page. (b) Offerors shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date in the space provided for this purpose on Page Two (3) by letter, or (4) by submitting a bid that indicates in some way that the bidder received the amendment. (c) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS:

(a)

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

(i) 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 offer, 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 offers; 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.

(ii) Offeror has not, within a three-year period preceding this offer, 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), Offer 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 nonresponsible.

(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 an 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 the District, the Procurement Officer may terminate the contract resulting from this solicitation for default.

Check for federal and state disbarments at www.sam.gov and <https://procurement.sc.gov/legal/legal-suspend-debar> .

CODE OF LAWS AVAILABLE: The District's Procurement Code is available at: www.lexrich5.org.

DISCLOSURE OF CONFLICTS OF INTEREST OR UNFAIR COMPETITIVE ADVANTAGE: 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. The two underlying principles are (a) preventing the existence of conflicting roles that might bias a contractor's judgment, and (b) preventing an unfair competitive advantage. If you have an unfair competitive advantage or a conflict of interest, the District may withhold an award. Before withholding an award on these grounds, an Offeror 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. Without limiting the foregoing, you represent that your offer identifies any services that relate to either this solicitation or the work and that has already been performed by you, a proposed subcontractor, or an affiliated business of either.

CONTRACT VIOLATION: During the term of the contract, contractors who violate any contract will be considered in breach and subject to cancellation for cause. Contractors may be suspended or debarred from doing business with the District. Examples of vendor violations include, but are not limited to: (1) Adding items to the contract without approval. (2) Increasing contract price without approval. (3) Misrepresentation of the contract to any District entity.

DUTY TO INQUIRE: Offeror, by submitting an Offer, represents that it has read and understands the Solicitation and that its Offer is made in compliance with the Solicitation. Offerors are expected to examine the Solicitation thoroughly and should request an explanation of any ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation. Failure to do so will be at the Offeror's risk. Offeror assumes responsibility for any patent ambiguity in the Solicitation that Offeror does not bring to the District's attention.

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. The district 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.

OPEN TRADE REPRESENTATION: 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.

CIVIL RIGHTS PROVISIONS: The contractor providing services under this Invitation to Bid must comply with the provisions of the Civil Rights Act of 1964, as amended. The contractor must comply with applicable federal, state, and local laws and regulations pertaining to wages, hours, and conditions of employment. In connection with the contractor's performance of work under this contract, the contractor agrees not to discriminate against any employee(s) or applicant(s) for employment because of race, color, national origin, sex, age, or disability. In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age or disability. To file a complaint, write USDA, Director, Office of Adjudication, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free at (866) 632-9992. Individuals who are hearing impaired or have speech disabilities may contact USDA through the Federal Relay Service at 800-877-8339; or 800-845-6136 (Spanish). USDA is an equal opportunity provider and employer.

PROHIBITION AGAINST CONFLICTS OF INTERESTS, GRATUITIES AND KICKBACKS: "Any employee or any official of the school district, elective or appointive, who shall take, receive or offer to take or receive either directly or indirectly, any rebate, percentage of contract, money or other things of value, as an inducement or intended inducement, in the procurement of business, or the giving of business, for, or to, or from, any person, partnership, firm or corporation, offering, bidding for, or in open market seeking to make sales to the school district shall be deemed guilty of a felony and upon conviction such person or persons shall be subject to punishment or a fine in accord with State and/or Federal laws."

PROTESTS: If you are aggrieved in connection with the solicitation or award of the contract, you may be entitled to protest, but only as provided in Section 11-35-4210. To protest a solicitation, you must submit a protest within fifteen days of the date the applicable solicitation document is issued. To protest an award, you must (i) submit notice of your intent to protest within seven business days of the date the award notice is posted, and (ii) submit your actual protest within fifteen days of the date the award notice is posted. Days are calculated as provided in Section 11-35-310(13). Both protests and notices of intent to protest must be in writing and must be received by the appropriate Chief Procurement Officer within the time provided. See clause entitled "Protest- CPO". The grounds of the protest and the relief requested must be set forth with enough particularity to give notice of the issues to be decided. [02-2A085-2]

PUBLIC OPENING: Offers will be publicly opened at the date/time and at the location identified on the Cover Page, or last Amendment, whichever is applicable. No information will be disclosed until after award or intent to award.

QUESTIONS FROM OFFERORS: (a) Any prospective Offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing. Questions must be received by the Procurement Officer no later than five (5) days prior to opening unless otherwise stated on the Cover Page. Label any communication regarding your questions with the name of the procurement officer, and the solicitation's title and number. Oral explanations or instructions will not be binding. Any information given a prospective Offeror

concerning a solicitation will be furnished promptly to all other prospective Offerors as an Amendment to the solicitation, if that information is necessary for submitting offers or if the lack of it would be prejudicial to other prospective Offerors. We will not identify you in our answer to your question. (b) The District seeks to permit maximum practicable competition. Offerors are urged to advise the Procurement Officer -- as soon as possible -- regarding any aspect of this procurement, including any aspect of the Solicitation, that unnecessarily or inappropriately limits full and open competition.

Email is the preferred method for submitting questions with "Questions: Solicitation # as the subject of the email. Questions must be submitted in an easily copied format such as Word.

Email: D5bids@lexrich5.org

DISTRICT OFFICE CLOSINGS: If an emergency or unanticipated event interrupts normal processes so that offers cannot be received at the District as designated for receipt of bids by the exact time specified in the solicitation, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal district processes resume. In lieu of an automatic extension, an Amendment may be issued to reschedule the bid opening. If district offices are closed at the time a pre-bid or pre-proposal conference is scheduled, an Amendment will be issued to reschedule the conference. Useful information may be available at: <http://www.lexrich5.org>

DISCLOSURE OF YOUR BID / PROPOSAL & SUBMITTING CONFIDENTIAL DATA

(a) According to Section 11-35-410, any person submitting a document in response or with regard to any solicitation or other request must "comply with instructions provided in the solicitation for marking information exempt from public disclosure. Information not marked as required by the applicable instructions may be disclosed to the public." IF YOU IDENTIFY YOUR ENTIRE RESPONSE AS EXEMPT FROM PUBLIC DISCLOSURE, OR IF YOU DO NOT SUBMIT A REDACTED COPY AS REQUIRED, THE DISTRICT MAY, IN ITS SOLE DISCRETION, DETERMINE YOUR BID OR PROPOSAL NONRESPONSIVE AND INELIGIBLE FOR AWARD.

(b) By submitting a response to this solicitation or request, Offeror agrees to the public disclosure of every page, or portion thereof, 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, or portion thereof, was redacted and conspicuously marked "Trade Secret" or "Confidential" or "Protected", (2) agrees that any information not redacted and 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.

(c) If your offer includes any information that you claim is exempt from public disclosure, you must submit one complete copy of your offer from which you have removed or concealed such information (the redacted copy). Except for the information removed or concealed, the redacted copy must be identical to your original offer.

(d) Do not mark your entire response (bid, proposal, quote, etc.) as confidential, trade secret, or protected. If only portions of a page are subject to some protection, do not redact the entire page. The redacted copy must reflect the same pagination as the original and show the empty space from which information was redacted. The Procurement Officer must be able to view, search, copy and print the redacted copy without a password. If your response, or any part thereof, is improperly marked as confidential or trade secret or protected, the District may, in its sole discretion, determine it nonresponsive.

(e) On the redacted copy, you must identify the basis of your claim by marking each redaction as follows: You must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that you redacted and claim as exempt from public disclosure because it is either (1) a trade

secret as defined in Section 30-4-40(a)(1) of the Freedom of Information Act, or (2) privileged and confidential, as that phrase is used in Section 11-35-410. You must separately mark with the words "TRADE SECRET" every page, or portion thereof, that you redacted and claim as exempt from public disclosure as a trade secret pursuant to Section 39-8-20 of the Trade Secrets Act. You must separately mark with the word "PROTECTED" every page, or portion thereof, that you redacted and claim as exempt from public disclosure pursuant to 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.

(f) In determining whether to release documents, the District will detrimentally rely on your redaction and marking of documents, as required by these bidding instructions, as being either "Confidential" or "Trade Secret" or "Protected". By submitting a response, you agree to defend, indemnify and hold harmless the District, its officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from withholding information by the District that you have redacted or marked as "Confidential" or "Trade Secret" or "Protected". (All references to S.C. Code of Laws.)

TERMINATION FOR CAUSE: The District may terminate the contract for cause if the CM:

- Repeatedly refused or fails to supply enough properly skilled workers or proper materials, or otherwise fails to execute the work, or any separable part of the work, with the diligence, resources and skill that will ensure its completion within the time specified in the Contract Documents, including any authorized adjustments;
- Fails to make payments to subcontractors;
- Repeatedly disregards applicable laws, statutes, ordinances, codes rules and regulations, or lawful orders of a public authority;
- Otherwise is guilty of substantial breach of a provision of the contract documents.

When any of the above reasons exist, the Owner may without prejudice to any other rights or remedies of the Owner and after giving the CM and the CM's surety, if any, with seven days' written notice, terminate employment of the of the CM and may, subject to any prior rights of the surety:

- Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the CM
- Accept assignment of the subcontracts
- Finish the work by whatever reasonable method the Owner may deem expedient. Upon written request of the CM, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the work.

When the Owner terminates the contract for one of the reasons listed above, the CM shall not be entitled to receive further payment until the work is finished.

TERMINATION BY THE OWNER FOR CONVENIENCE: The Owner may, at any time, terminate the Contract in whole or in part for the convenience of the District without cause. The Owner shall give written notice of the termination to the CM specifying the part of the contract terminated and when termination becomes effective. Upon receipt of written notice from the Owner of such termination for Owner's convenience, the Contract shall:

- Cease operation as directed by the Owner in the notice;
- Take actions necessary, or that the Owner may direct, for the protection and preservation of the work;
- Except for work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders;
- Complete the performance of the Work not terminated, if any.

In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for work executed, and costs incurred by reason of such termination, and any other adjustments otherwise allowed by the Contract. Contractor's failure to include an appropriate termination for convenience clause in any subcontract shall not (i) affect the District's right to require the termination of a subcontract, or (ii) increase the obligation of the District beyond what it would have been if the subcontract had contained an appropriate clause.

BOARD APPROVAL REQUIRED: This award is subject to prior approval by the Board of Trustees. Regularly scheduled Board meetings ordinarily occur pursuant to a published schedule on the District's website.

PROTESTS:

Bidders desiring to exercise protest rights under Section 4210 of the District Procurement Code should direct all correspondence to:

Lynda Robinson, Coordinator of Procurement
School District Five of Lexington and Richland Counties
1020 Dutch Fork Road
Irmo, SC 29063
Fax: 803-476-8140
E-Mail: ljirobins@lexrich5.org

BANKRUPTCY – GENERAL: (a) Notice. In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the District. This notification shall be furnished within two (2) days of the initiation of the proceedings relating to the bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of all State contracts against which final payment has not been made. This obligation remains in effect until final payment under this Contract. (b) Termination. This contract is voidable and subject to immediate termination by the District upon the contractor's insolvency, including the filing of proceedings in bankruptcy.

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.