

Barnwell County School District

Request for Proposals Construction Management At-Risk Services

Issue date: January 25, 2024

Barnwell County School District requests qualified firms to submit a proposal for providing Pre-Construction Services with potential Construction Management At-Risk Services for new construction, renovations, additions, and other improvements for projects in the District's Long-Range Building Plan.

The District anticipates hiring one firm to provide Pre-Construction and Construction Phase Services. This RFP includes sufficient information to submit a brief proposal. No other information will be released or discussed unless necessary to clarify this RFP. No firm shall begin work without prior written authorization from the Owner.

Owner: Barnwell County School District
Contact Name: Mike Beasley, Director of Operations
Contact Address: 770 Hagood Ave, Barnwell, SC 29812
Contact Number: (803)541-1400
Contact Email: mbeasley@bcsd.net

Please use the above listed email address to request a copy of the RFP and to ask questions. The deadline for questions is February 12, 2024 at 10:00 AM. Do not contact individual Board members or staff in regards to this RFP. Improper contact may result in disqualification of your proposal. No pre-proposal conferences will be held at this time. Information about the school district can be found on the District's website.

Sealed proposals will be received at the office listed above, until February 12, 2024 at 2:00 PM for furnishing the services described herein. It is the offeror's responsibility for ensuring delivery to correct address and time. Be advised delivery service varies in the area. For this reason, Proposers are encouraged to take additional measures to ensure the proposal is delivered by the specified time.

The successful proposers must abide by all federal and state laws and the District's Procurement Code.

SCOPE OF PROJECT

Pre-construction services will be provided by the selected firm as the first phase of the contract, consisting of facility and site evaluations, educational programming confirmation, cost estimates, scheduling, public information sessions, and other duties as required. After Board approval of selected projects, a Guaranteed Maximum Price will be established as Phase 2 amending the contract with a GMP. Project may include additions and renovations at existing schools.

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DESCRIPTION OF SERVICES TO BE PROVIDED

The selected firm shall perform Pre-Construction and Construction Phase Services as set forth in modified AIA Documents A-133 (2009) Agreement between Owner and Construction Manager as Constructor with a Guaranteed Maximum Price (GMP) and A201 (2007) General Conditions, or later editions. The firm must have appropriate bonding and insurance capacity to be considered for selection. The selected firm shall provide all services as a representative of the Owner from the conceptual stage through planning, design, construction, occupation, and contract closeout. The scope of work may include the following tasks:

Pre-Construction Services shall include but are not limited to the following:

- a. Provide facility and site analysis.
- b. Provide initial cost estimates.
- c. Participate in educational sessions to inform District Administration and stakeholders about the finding of the report(s).
- d. Participate in design team meetings as required to facilitate the design process.
- e. Evaluate the design during development; providing analysis of alternate construction methods and materials for potential quality, cost and schedule enhancements.
- f. Evaluate construction documents for constructability, maintainability, potential problems, errors and compliance with the construction budget.
- g. Develop a construction schedule, coordinating activities to accomplish the completion of the project by the earliest date possible within the stated cost limitation.
- h. Provide cost estimating, cost management, value analysis, and value engineering.
- i. Provide cost estimating of alternative means, methods, materials and configurations of the design.
- j. Provide cost estimating of individual construction packages.
- k. Develop a construction budget to be maintained throughout the design and construction to confirm with the Guaranteed Maximum Price for the Project.
- l. Guaranteed Maximum Price: At an appropriate point in the project and subject to contractual negotiations, the CM at-Risk shall propose to the District a guaranteed maximum price backed by a surety bond. After agreement with the District, the project shall be constructed within this Guaranteed Maximum Price. To the extent professionally responsible, the firm will overlap the Design Development and Construction Phases when components are conducive to early construction starts, reflecting such in the project schedule.

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

- a. Develop and follow requirements and procedures for safety, quality assurance, and schedule adherence.
- b. Maintain on-site staff for construction management.

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- 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 Architect and the District.
- f. Maintain on-site records and submit monthly progress reports to the Architect and the District.
- g. Maintain quality control and ensure conformity to contract documents.
- h. Reconcile construction contract requirements with the construction budget.
- i. Assist the District with required permits and inspections.
- j. Develop and maintain a detailed design and construction schedule indicating sequencing of construction activities and milestones necessary for completion of the project by the targeted date.
- k. Provide site reports and summary monthly progress reports.

SUBMISSION REQUIREMENTS

1. **Complete Response** consisting of the following:

- a. Mailed or otherwise delivered in a sealed envelope which indicates the return address of the sender, proposal title/solicitation number, opening date, and time of opening on the outside of the envelope.
- b. Certificate of insurance: Liability and Workers Compensation, if applicable.
- c. W-9 Form.
- d. Proposal not to exceed 50 total, 8½ x 11 sized pages, excluding front cover, tabs, back cover, and required forms/licenses/certifications. (If printed on both sides of paper, the proposal shall be limited to 25 pages.) Submit eight (8) copies of your proposal.
- e. Additional information required by the following instructions:

2. **Proposal Requirements.** Offerors are required to submit the following items:

Company Information

- a. Provide contact information, along with a brief history of the firm, including ownership and state of incorporation.
- b. Describe any changes that have occurred in the firm's organization in the past 5 years and any changes that are anticipated to occur. Include any name changes or consolidations.
- c. List location of office(s) that will be involved in this contract.

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Previous Experience

List firm's experience in Pre-Construction Services.

- a. List firm's experience in providing a GMP for K-12 facilities projects.
- b. Provide references for a minimum of three (3) projects that involved similar services.

Project Team

- a. Include an organizational chart with key individuals and their responsibilities.
- b. Provide resumes for your Project Team.

Financial Information/Licenses

- a. Submit verification of your firm's maximum, current bonding capacity and ability to obtain liability insurance.
- b. Provide a copy of your Contractor's License and Construction Management License.
- c. Include forms requested (W-9, Liability and Worker's Compensation).

EVALUATION AND AWARD CRITERIA

A Selection Committee will evaluate the proposals using the following criteria, which are of equal importance (25 points each)

- a. The ability, capacity and skill of the Offeror's key personnel to perform the contract or provide the service required;
- b. The experience of the Offeror;
- c. The sufficiency of the financial resources and ability of the Offeror to perform the contract or provide the service;
- d. The demonstrated experience of the Offeror in pre-construction phase services and on-budget, on-time, high quality completion of construction phase services, as verified by references.

The Owner reserves the right to cancel or reject any or all proposals, to waive any informalities in any proposal received, and to negotiate and award a contract deemed to be in the Owner's best interest. The Owner reserves the right to select a CM At-Risk based on submitted proposals and any resulting interviews. The Owner is not responsible for any costs incurred during the submission of proposals or interviews. The Owner is not required to enter into a contract with any Offeror if deemed in the best interest of the Owner. The Owner intends to enter into contracts with multiple proposers to which one or more projects will be assigned, at the Owner's discretion.

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INTERVIEWS

The Owner may hold interviews or may elect to select a firm from the submissions. Due to the existing situation, interviews may be held via phone or digitally. The interviews are for the purpose of assuring understanding of the proposals and finalizing scoring of the proposals. The Owner will determine the format of the interviews in its sole discretion.

SUPPLEMENTAL INSTRUCTIONS

DEFINITION: “Construction management at-risk” (CM-R) is a project delivery method in which the School District awards separate contracts, one for architectural and engineering services to design the project and the second to a construction manager at-risk for both pre-construction management services and construction of the project facility according to the design.

CONTRACT: The contents of the proposal submitted by the successful Offeror, this RFP and all modifications made thereof, will become part of any contract awarded. The successful firm will be expected to sign a contract with the Owner based on modified AIA Documents A-133-2009 and A-201-2007, or later editions.

EXPERIENCE AND REFERENCE CHECKS: The District reserves the right to consider historic information and fact, whether gained from the offeror’s proposal, question and answer conferences, references, or any other source, in the evaluation process. Offeror acknowledges (1) that District will contact various persons who are familiar with Offeror’s prior work and related matters, whether such persons are voluntarily disclosed to District in this proposal or not; (2) that truthful and complete information is necessary for the District to make an adequate evaluation; and (3) that Offeror will not take any action against the person who responds in good faith to a *bona fide* inquiry by the District for purposes of evaluating the proposals received by the District under this solicitation.

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.

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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 and confidential.

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.

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, the District 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 (a) 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", (b) 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 (c) 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, the District 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 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 the District withholding information that Offeror marked as "confidential" or "trade secret" or "PROTECTED".

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.

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REJECTION/CANCELLATION: The District may cancel this solicitation in whole or in part. The District may reject any or all proposals in whole or in part.

ILLEGAL IMMIGRATION: By signing your offer, you certify that you will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agree to provide to the State upon request any documentation required to establish either: (A) that Title 8, Chapter 14 is inapplicable to you and your subcontractors or sub-subcontractors; or (B) that you and your subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14. 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." You agree to include in any contracts with your subcontractors language requiring your subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with the sub-subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14.

DRUG FREE WORKPLACE CERTIFICATION: By submitting an offer, Offeror certifies that, if awarded a contract, Offeror will comply with all applicable provisions of The Drug-free Workplace Act, Title 44, Chapter 107 of the South Carolina Code of Laws, as amended.

NON-INDEMNIFICATION: Any term or condition is void to the extent it requires the District to indemnify anyone.

IRAN DIVESTMENT ACT – CERTIFICATION: (A) The Iran Divestment Act List is a list published by the South Carolina Budget and Control 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 District 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.

IRAN DIVESTMENT ACT – ONGOING OBLIGATIONS: (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.

NOTICE: (A) After award, any notices shall be in writing and shall be deemed duly given (1) upon actual delivery, if delivery is by hand, (2) upon receipt by the transmitting party of automated confirmation or answer back from the recipient's device if delivery is by telex, telegram, facsimile, or electronic mail, or (3) upon deposit into the United States mail, if postage is prepaid, a return receipt is requested, and either registered or certified mail is used. (B) Notice to contractor shall be to the address identified in the

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Company Information on Page Three. Notice to the District shall be to the District Procurement Officer. Either party may designate a different address for notice by giving notice in accordance with this paragraph.

TOBACCO FREE ENVIRONMENT: The District provides a smoke and tobacco free environment for its staff, students and the general public. No tobacco products are permitted in any building or on the grounds of any District building.

LICENSES AND PERMITS: During the term of the contract, the Contractor shall be responsible for obtaining, and maintaining in good standing, all licenses (including professional licenses, if any), permits, inspections and related fees for each or any such licenses, permits and /or inspections required by the District, county, city or other government entity or unit to accomplish the work specified in this solicitation and the contract.

EQUAL OPPORTUNITY: Contractor is referred to and shall comply with all applicable provisions, if any, of Title 41, Part 60 of the Code of Federal Regulations, including but not limited to Sections 60-1.4, 60-4.2, 60-4.3, 60-250.5(a), and 60-741.5(a), which are hereby incorporated by reference.

CONTRACTOR'S LIABILITY INSURANCE: (A) Without limiting any of the obligations or liabilities of Contractor, Contractor shall procure from a company or companies lawfully authorized to do business in South Carolina and with a current A.M. Best rating of no less than A: VII, and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work and the results of that work by the contractor, his agents, representatives, employees or subcontractors.

(B) Coverage shall be at least as broad as:

(1) Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 12 07 covering CGL on an "occurrence" basis, including products-completed operations, personal and advertising injury, with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, the general aggregate limit shall be twice the required occurrence limit. This contract shall be considered to be an "insured contract" as defined in the policy.

(2) Auto Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limits no less than \$1,000,000 per accident for bodily injury and property damage.

(3) Worker's Compensation: As required by the State of South Carolina, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

(4) Umbrella Liability: Limit of \$10,000,000 or lesser negotiated amount.

(C) The District and the officers, officials, employees and volunteers of any of them, must be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance at least as broad as ISO Form CG 20 10 11 85 or if not

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available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used.

(D) For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the District, and the officers, officials, employees and volunteers of any of them. Any insurance or self-insurance maintained by the District or the officers, officials, employees and volunteers of any of them, shall be excess of the Contractor's insurance and shall not contribute with it.

(E) Prior to commencement of the work, the Contractor shall furnish the District with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this section. All certificates are to be received and approved by the District before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by this section, at any time.

(F) Should any of the above described policies be canceled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. In addition, the Contractor shall notify the District immediately upon receiving any information that any of the coverages required by this section are or will be changed, canceled, or replaced.

(G) Contractor hereby grants to the District a waiver of any right to subrogation which any insurer of said Contractor may acquire against the District by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the District has received a waiver of subrogation endorsement from the insurer.

(H) Any deductibles or self-insured retention must be declared to and approved by the District. The District may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

(I) The District reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

(J) Prior to the start of construction, the Contractor shall furnish two (2) copies each of Certificate of Insurance on an Acond form evidencing that the coverage, coverage extensions, policy endorsements and waivers of subrogation required under this Contract are maintained in force.