

	District Five of Lexington and Richland Counties Request for Qualifications	Solicitation #	2025-008
		Date Issued	August 27, 2024
		Procurement Official	Lynda Robinson
		Phone	(803) 476-8140
		E-Mail Address	D5bids@lexrich5.org
DESCRIPTION	Professional Services-Construction Closeout of the Chapin High School Stadium Renovation		

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

SUBMIT OFFER BY	September 13, 2024 at 11:00 am
QUESTIONS MUST BE RECEIVED BY	September 4, 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"/> <input type="checkbox"/> Yes <input type="checkbox"/> <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 School 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.

Request for Qualifications

Provide Architectural/ Engineering Services for the Construction Closeout of the Chapin High School Stadium Renovation

1. Introduction

1.1 Purpose of Procurement

1.1.1 School District Five of Lexington and Richland Counties, hereinafter referred to as “ the District ” or “Owner”, is requesting qualification statements from qualified Architecture or Engineering firms “hereinafter referred to as (“Respondent(s)” to provide closeout services for the Chapin High School Stadium Renovation.

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.

1.2 Project Objectives

1.2.1 General Scope of Work. The awarded firm shall provide services as the District’s project representative for the closeout of the Chapin High School Stadium. Services will include, but not be limited to the following:

- Establishment of list of warranties by type, value and expiration date;
- Reading and approval of warranty provisions in conjunction with the District’s project closeout attorney;
- Commissioning and training of owner’s personnel if required by the project manual;
- Change order verification;
- Contingency allowance verification;
- Verification of completion of deficiency items;
- Verification of completion of Final List of Items to Complete (punch list);
- Verification of receipt of closeout documents;
- Certification of lien waivers and final payment documents;
- Other items as indicated in the project manual or that are customary or necessary.

1.2.2 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 depths of knowledge and resources for contract coordination, compliance, and familiarity with state laws, ordinances, and codes applicable to the Owner.

- 1.2.3 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.
- 1.2.4 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 "joint-venture" agreements with multiple firms.
- 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 is of utmost importance to the Owner.
- 1.3.3. 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 term "**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. "**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

- 1.4.8. **"Commissioning Provider"** refers to the entity or person providing building commissioning services for a project.
- 1.4.9. **Architect/Engineer (A/E)", "Design Professional" and "Designer of Record"** all refer to any individual or entity legally qualified to practice architecture or engineering in South Carolina with whom the District has a contractual agreement to provide services pertaining to construction that members of this profession or those in their employ may justifiably perform. The Architect/Engineer serves as the District's authorized representative to the extent of the contractual agreement between the Architect/Engineer and the District. Any reference to Architect/Engineer also includes any representatives, agents or employees of the Architect/Engineer.
- 1.4.10. **"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.
- 1.4.11. **Change Order:** 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 of the contract subject to Board policy.
- 1.4.12. **Contract:** The written and executed Contract Agreement between the District and the Contractor for purposes of performing the work identified in the Contract Documents at the agreed upon contract price during the agreed upon contract time. The executed Contract Agreement supersedes any prior negotiations, representations, or agreements, whether written or oral, unless incorporated in the Contract Agreement by reference to supplementary documents, or through execution of a Change Order. The contract between the District and the Contractor is not to be construed as an agreement between the District and any subcontractor, material or equipment supplier, or any other individuals or entities enjoined to the Contractor for purposes of contract execution.

2. General Instructions

2.1. Program

- 2.1.1 **Owner-Architect Contract:** The agreement will be for an itemized fixed fee and the Superintendent of the Owner or his designee will approve the form of contract used for this project. All dispute resolution in any contract shall be in accordance with the District's Procurement Code.

2.2. Selection Process

- 2.2.1. **Request for Qualifications:** This document is an 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. 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 firms for the project. Offeror's contact for information and clarification about the Project must be limited to the procurement coordinator, as identified in 3.1.5. below.

2.2.3. Selection: Selection of the firm will be a multi-step process:

- a. Written Submittal -The Selection Committee will receive and review statements of qualifications and performance data as well as additional information requested 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 those firms most qualified and suited for this particular project. Qualifications alone will narrow the field to a shortlist of at least three of the top ranked firms.
- b. 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 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 Scope of Work Overview

The Close-Out Professional will inspect the project and issue a report to certify including but not necessarily limited to the following:

1. Project compliance with all required permits
2. Appropriate training of district staff regarding the project
3. Issuance of appropriate warranties
4. Issuance of inspection reports
5. Notation of any construction deficiencies and recommendations for remedying those deficiencies
6. Completion of "punch list" items. The Close-Out Professional's report also will verify that all bonds, contract amounts, lien waivers, change orders, retained amounts and any other relevant documents are correct and due and payable before the district makes final payment for the project

2.5 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	August 27, 2024	-
Deadline for written questions and clarifications	September 4, 2024	12:00 PM
Deadline for submission of Qualifications	September 13, 2024	11:00 AM
Selection Committee Issues Short List	September 20, 2024	-
Interviews of shortlisted firms	October 2, 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. In accordance with the South Carolina Green Purchasing Initiative, submittals cannot exceed 20 double-side pages, including covers, which must be soft, no hard notebooks. The Federal Form 330 is not included in this page count. 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 2.8). 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 for Architectural/Engineering Services-Classroom Wings"

3.1.5. Submit qualification documents to the following address:

**Lynda Robinson
Coordinator of Purchasing
Lexington School District Five
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 or Board regarding any aspect of this procurement until after the award of the contracts. Contact with these persons could be grounds for elimination from the competition. 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 addendum 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. 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. The deadline for submission of questions relating to the RFQ is the time and date shown in the Schedule of Events (Section 2.8). All questions that have been submitted in writing before the deadline will be compiled and answered in writing by an addendum. The addendum 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.

- To be considered for selection, persons or firms must be properly licensed in accordance with the requirements of Title 40 of the SC Code of Laws, as amended, at the time of resume submission.
- Firm MUST have Design Errors and Omissions Insurance with a minimum policy limit of 2 million dollars.
- Firms must submit Standard Form 330. Form 330 may be placed in an appendix and will not count toward your page limit.
- Firms must include a certification stating whether the business is or is not a South Carolina resident.

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. Firm Description

3.3.3. 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

3.3.4. 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? 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.

3.3.5. Experience – Include the following:

- Experience with projects of similar scope, construction type and complexity. Experience shall focus on school construction and renovation projects with demanding schedules demonstrating the team's success and experience with project types listed in this solicitation.
- Experience in various construction delivery methods
- Experience with unique approaches, creativity in designs and site adaptation, and integration of the newest technologies. Examples may be provided.
- Demonstrated ability of the Principal and project team members to successfully represent the owner.
- Firms should identify major sub-consultants involved in past projects. Only list sub-consultants that actually and materially contributed to the work of the project
- List any awards or recognition that the firm has received with a specific focus on high school stadiums.
- Describe no fewer than six 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:
 - 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) A brief description of the project
 - f) Services performed
 - g) Statement of performance versus owner expectations in the areas of cost, quality, and schedule
 - h) Owner contact information to include phone number and email.

- List all projects that you have performed for School District Five of Lexington and Richland Counties during the past five (5) years.

3.3.6. Past Performance – Indicate services performed for similar projects in the past five (5) years. Demonstrated successful previous performance shall include, but not be limited to:

- Project management.
- Quality control of Construction Documents.
- Responsiveness to RFIs, Change Order Requests, etc.
- Knowledge and compliance with state and local codes and OSF requirements.
- Quality of project monitoring and contract administration.
- Ability to work in a team environment to effectively motivate contractors to successfully meet project requirements for quality, schedule, and budget.
- Timeliness in reviewing shop drawings and completing project closeout.
- List any active or pending litigation with owners, subcontractors, and design professionals along with explanations.
- Include any letters of recommendation.
- Other than the litigation listed above, has the firm been involved in any other relevant litigation in the past five years? If yes, explain.
- Has the firm ever failed to complete any work awarded to it or has it been removed from any project awarded to the firm? If yes, explain.

3.3.7. 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.

3.3.8. 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.
- c) What percentage of your firm's work has been negotiated during the past three years?

3.3.9. Ability and Capability of Key Staff & Consultants

- Size of firm, number of partners, number of clerical staff and range of services offered in house.
- Qualifications of partners with emphasis on school and public construction to include the Designer of Record.
- Qualifications of all proposed project team members, particularly with projects of similar scope and complexity
- Reputation and professional standing in the architectural field, honors and

memberships in local councils and AIA.

3.3.10. Project Approach

- Describe A/E's understanding of the project and the planned approach to achieve the goals of the project. The submittal should include a listing of contemplated tasks and number of estimated hours by personnel classification/discipline for each phase of the project.
- Describe roles and responsibilities in fulfilling the requirements of this project. Include examples of other projects where you have been successful in meeting the goals 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 scope management plan for incorporating and protecting approved project components.
- Describe systems and procedures your firm uses to manage project schedules. Describe alternatives that may be explored to shorten the schedule.
- Provide your quality assurance plan for projects. Describe your firm's approach for validating compliance with the construction documents. Explain your process for ensuring quality workmanship.
- Provide specific examples demonstrating your ability to communicate to solve complex project issues without compromising your team's commitments.
- Include conceptual time schedules, and related expectations/obligations of the District needed to complete the scope of work.

3.3.11. 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

3.3.12. Creativity:

- Identify the firm's philosophy on the closing out of construction projects.

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.

9. Experience in closing out construction projects as a third party

4.1 Qualifications Based Selection

Final Selection of the Architectural/Engineering firm for this project shall be made using a qualifications-based selection. In accordance with the District's Procurement Code, the submittals will be reviewed, evaluated and ranked by the District Selection Committee. After evaluation and ranking, the District Selection Committee shall hold interviews with at least three (3) of the top ranked firms. After the interviews are held, the District Selection Committee will evaluate and rank their selection in priority order. The District will then negotiate a contract with the top ranked firm for Board approval.

4.2. Additional Conditions

4.2.1. 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 deemed necessary.

4.2.2. Non-Collusion: By submitting a signed proposal, the Offeror certifies that he/she nor the firm represented nor any other employee or representative of the firm has divulged to, discussed with, nor compared the response submitted with any other Offeror or potential Offeror and has not colluded with any other parties to this competitive Request for Qualifications. The Offeror further certifies that he/she is not party to any collusive action or any action which may be in violation of any federal or state antitrust act, nor has the Offeror offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer, or subconsultant in connection with the proposal to be offered to the District. Any and all proposals shall be rejected if there is any reason for believing collusion exists among the Offerors which may be a violation of Federal or State antitrust acts. The District may or may not, at its discretion, accept future proposals/bids for similar work from Offerors suspected of collusion.

4.2.3. 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.

4.2.4. 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.

4.2.5. 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.

- 4.2.6. 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.
- 4.2.7 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.
- 4.2.8. 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 of the Design team to no more than six people, but include at least the Principal Designer, representatives of the engineering consultants as well as interior design, and those with whom the Owner will interact regularly.
- 5.1.3 Firms must address any questions, before the interview, to the procurement coordinator (identified in Section 3.1.5). 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 each 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.
- 5.3.8 **Solicitation Information from Sources Other Than Official Source:** South Carolina Business Opportunities (SCBO) is the official government publication for Public entity solicitations. The District will maintain a web page with updated information at <https://www.lexrich5.org/departments/office-of-finance/purchasing/solicitations-and-awards> 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.
- 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 District 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 any District 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. The District 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 the District 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.
- 5.3.11 **Submitting Confidential Information:** Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure; however, the Offeror must invoke this protection by doing so in writing. The proprietary or trade secret material submitted must be identified by some distinct method such as

highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secrets or proprietary information. Marking the entire response or substantial portions of the response as proprietary shall not be honored by the District and may result in the response being found non-responsive, and therefore, not considered. To submit confidential information, see <https://procurement.sc.gov/construction/ose-confidential>.

- 5.3.12 Drug Free Work Place Certification:** By submitting an Offer, Contractor certifies that, if awarded a contract, Contractor 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.
- 5.3.13 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 Specialist at the same time the law requires the statement to be filed.
- 5.3.14 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.
- 5.3.15 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 District upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable both to Contractor and its subcontractors or sub-subcontractors; or (b) that Contractor and its subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14. Pursuant to SC Code § 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." Contractor agrees to include in any contracts with its subcontractor's language requiring its subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with the sub-subcontractor's 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)
- 5.3.16 Protest Procedure:** 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. 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. Any protest must be addressed to the Chief Procurement Officer, School District Five of Lexington and Richland Counties and submitted in writing (a) by email to D5bids@lexrich5.org, (b) by post or delivery to 1020 Dutch Fork Road, Irmo, SC 29063.

5.3.17 Economic Conflict of Interest: The A/E shall not have or exercise any official responsibility regarding a public contract in which the A/E, or a business with which he is associated, has an economic interest. A person working for the A/E 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 the A/E is asked by any person to violate, or does violate, either of these restrictions, the A/E shall immediately communicate such information to the procurement officer. The District 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 S.C. Code Ann. § 8-13-100.

5.3.18 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 addendum 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. **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**

5.3.19 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>.

5.3.20 Board Approval Required: Any award is subject to prior approval by the Board of Trustees. Regularly scheduled Board meetings ordinarily occur pursuant to a published schedule.

5.3.21 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.