



Lexington County School District One

AMENDMENT OF SOLICITATION

P2025.1 Construction Management At-Risk Services

Solicitation Number: **P2025.1**
Date Issued: **10/16/2024**
Procurement Officer: **Elizabeth Marsh, CPPB, NIGP-CPP**

Phone: **803-821-1176**
E-Mail Address: emarsh@lexington1.net

AMENDMENT/MODIFICATION NO: **One**

1. ISSUED BY: **Lexington County School District One
100 Tarrar Springs Road, Procurement Office
Lexington, South Carolina 29072
Attn: Elizabeth Marsh, Director of Procurement**

2. CONTRACTOR'S NAME AND ADDRESS:

3. AMENDMENT OF SOLICITATION NO.:
P2025.1

4. THIS BLOCK APPLIES ONLY TO AMENDMENTS OF SOLICITATIONS:

THE ABOVE NUMBERED SOLICITATION IS AMENDED AS SET FORTH IN BLOCK 5.

5. DESCRIPTION OF AMENDMENT:

Vendor questions and district responses beginning on page 2.

6. CONTRACTOR/OFFEROR IS TO SIGN THIS DOCUMENT AND SUBMIT WITH THEIR RESPONSE TO THE SOLICITATION. FAILURE TO RETURN WITH BID MAY RESULT IN REJECTION OF YOUR OFFER.

7. CONTRACTOR'S SIGNATURE

8. CONTRACTOR'S NAME AND ADDRESS:

BY : _____
(SIGNATURE OF AUTHORIZED REPRESENTATIVE)

9. DATE SIGNED : _____

10. LEXINGTON SCHOOL DISTRICT ONE

11. NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

BY: Elizabeth Marsh
(SIGNATURE OF AUTHORIZED REPRESENTATIVE)

**Elizabeth Marsh, CPPB, NIGP-CPP
Director of Procurement**

12. DATE SIGNED: 10/16/2024

IMPORTANT NOTICE: In order to make the solicitation document easier to read, the district has opted to issue a completely new document. This approach has been selected to ensure the clarity of the contract documents during both the “Pre-Award” and “Post Award” phases of this procurement. Prospective Offerors should discard the original solicitation document and use this document when preparing their on-line bids.

To assist your review of the amendment, we have endeavored to **highlight changes in yellow**. To use this feature, Offerors will need to view the electronic version of this document.

Despite our best efforts, there is a chance that a change was inadvertently left unhighlighted. Therefore, Offerors are cautioned that they are responsible to review the content of the entire document and cannot rely detrimentally on highlights identifying all changes.

Please refer to the Summary of Questions and Answers Page at the end of this solicitation for information pertaining to this amendment.

AMENDMENT



REQUEST FOR PROPOSALS (RFP) P2025.1 CONSTRUCTION MANAGEMENT AT-RISK SERVICES

SOLICITATION TITLE	P2025.1 Construction Management At-Risk Services Please use this title for all correspondence.
SOLICITATION NUMBER	P2025.1
CONTACT PERSON	The contact person for this RFP is: Elizabeth Marsh, CPPB, NIGP-CPP Director of Procurement 100 Tarrar Springs Road Lexington, SC 29072 Email: emarsh@lexington1.net
INQUIRIES	Please direct all inquiries via email to the contact person named above. No telephone inquiries accepted to anyone in the District or School Board
AWARDS & AMENDMENTS/ADDENDA	Any addenda will be posted on the Lexington County School District One webpage: https://www.lexington1.net/departments/procurement/solicitations-awards
CLOSING DATE/TIME	The closing time is: November 5, 2024, 3:00PM
NUMBER OF COPIES TO BE SUBMITTED:	One (1) Hard Copy Original & eight (8) copies (marked "copy") & One (1) USB containing a PDF version of the ORIGINAL Proposal and a REDACTED Copy
SUBMIT YOUR SEALED OFFER TO THE FOLLOWING ADDRESS BELOW: PHYSICAL/MAILING ADDRESS: Lexington School District One Attn: Procurement Services 100 Tarrar Springs Road Lexington, South Carolina 29072 Emailed Bids will NOT be accepted.	
<i>The Term "Offer" Means Your "Bid" or "Proposal". Your offer must be submitted in a sealed package. Solicitation Number & Opening Date must appear on package exterior. See "Submitting Your Offer" provision.</i>	

SCHEDULE FOR CONSTRUCTION MANAGER AT RISK SELECTION	
RFP EVENT	DATE(S)
Request for Proposal Issued	October 4, 2024
Pre-Proposal Conference- Google Meet	October 10, 2024 10 AM ET https://meet.google.com/rxv-figg-dqt ☎ +1 219-281-4854 PIN: 371 750 598#
Last Date for Submission of Questions	October 11, 2024 3:00 PM ET Time has passed
Amendment One (1) Posted	October 15, 2024
Request for Proposal Due	November 5, 2024 3:00 PM ET
Review of Proposals	November 20, 2024
Intent to Award	December 13, 2024
The timing and sequence of events resulting from this RFP may vary and shall ultimately be determined by Lexington County School District One.	

(Complete & Return Page Two with Your Offer)

OFFEROR INFORMATION	
Vendor Name:	
Contact Person for Purchases:	
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.) (See "Notice" clause)
	Phone
	Fax
	E-Mail
PAYMENT ADDRESS (Address to which payments will be sent.) (See "Payment" clause)	ORDER ADDRESS (Address to which purchase orders will be sent) (See "Purchase Orders and "Contract Documents" clauses)
<input type="checkbox"/> Payment Address same as Home Office Address <input type="checkbox"/> Payment Address same as Notice Address (check only one)	<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. (See "Amendments to Solicitation" Provision)	

Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date
DISCOUNT FOR PROMPT PAYMENT (See "Discount for Prompt Payment" clause)	10 Calendar Days (%)	20 Calendar Days (%)	30 Calendar Days (%)	___ Calendar Days (%)	
MINORITY PARTICIPATION Are you a South Carolina Certified Minority Vendor? Yes _____ No _____ If yes, South Carolina Certification # _____					

*I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm or person submitting an offer for the same services, materials, supplies, or equipment, and is in all respects fair and without collusion or fraud.
I hereby agree to all terms and conditions outlined in this document, confirm that my offer will remain valid for 120 days, and certify that I have the authority to sign on behalf of the offeror.*

Authorized Signature: _____

Name (typed or printed): _____

Title: _____

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INTRODUCTION

Lexington County School District One requests qualified firms to submit a proposal for providing Construction Management At-Risk Services for renovations and other improvements for Capital Projects listed herein. The District anticipates hiring multiple firms (“offerors” or “proposers”) 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. **The School District seeks multiple providers for comprehensive sourcing of CM At-Risk services.** No firm shall begin work without prior written authorization from the Owner.

EVALUATION CRITERIA/RESPONSE FORMAT

Proposals will be evaluated by selection members based on the evaluation criteria. Each proposal will be evaluated objectively and compared to the other responses. All proposals will be reviewed for purposes of determining responsiveness and responsibility. Any proposal that does not meet the essential requirements of the RFP and the Owner will be deemed non-responsive.

To determine responsibility, all information given by the proposer concerning its availability to perform fully the contract requirements, including the integrity and reliability of the proposer, will be reviewed based on the information submitted. The submission of a proposal for review does not necessarily qualify the proposer or proposal as being responsive or responsible.

Failure to provide specific information as requested, for use in the evaluation, may cause a proposal to be disregarded.

Proposals shall be formatted with quick reference tabs 1-9 to correspond with evaluation criteria below. Failure to do so may result in the proposal being deemed non-responsive and be rejected.

Proposal not to exceed 76 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 38 pages.) Submit eight (8) copies of your proposal.

Evaluation criteria are listed in order of relative importance.

EVALUATION CRITERIA

1. Proposer’s financial position and history of on-time, on-budget, on-schedule construction.

Please include the following:

- A. Verification of current bonding capacity and current bonding rate.
- B. Describe all instances of project disputes which, in the last five (5) years, reached the level of arbitration or litigation.
- C. Identify any occasion in the past seven (7) years where any Surety was required to pay any claim against any Payment and Performance Bond furnished by the proposer for any project.
- D. Identify any occasion in the past seven (7) years where Surety requested any owner of a project in which the proposer had furnished Performance and/or Payment Bonds to make any payment(s) by joint check to the Proposer and Surety.
- E. Indicate any project regardless of size where liquidated damages were assessed against your firm for failure to achieve substantial completion within the contract time and describe the circumstances of the same.
- F. Identify any project regardless of size in which your firm was terminated (whether for cause or for convenience) by the owner prior to substantial completion and describe the circumstances of the same.
- G. Describe your firm’s track record of Construction Development estimates compared to the Final Cost of Construction.

2. Proposer’s location and knowledge of the locality of the project.

Please include the following:

- A. Location of corporate headquarters and other permanent divisional offices (not temporary offices used for specific jobs). Location of office(s) which will be involved in the projects during both pre-construction and construction phases.
- B. A list of major subcontractors (masonry, mechanical/plumbing, electrical, grading and roofing) that your company has used within the last three (3) years that have offices within 100 miles of Lexington County.

3. Proposer’s experience on projects of similar size and complexity.

Please include the following:

- A. Describe your previous experience in providing construction management at risk services.
- B. List all K-12 South Carolina school projects, completed in the last five (5) years in excess of \$5,000,000 cost of construction, where your firm was the general contractor (name, location, completion date, and contract

amount).

- C. List all K-12 South Carolina school projects, completed in the last five (5) years in excess of \$5,000,000 cost of construction, where your firm was the Construction Manager at Risk (name, location, completion date, and contract amount). **List any relevant experience on K-12, OSF projects completed within Lexington County School District one, within the past 5 years.**
- D. Provide descriptions of two (2) projects most comparable to a school renovation/capital improvement of close to a \$5,000,000 project in which your firm has been involved over the last five (5) years (at least one must be completed). Include the services provided, the project team members, schedules, and contact information for the project owner and project architect.

4. Proposer's management approach and contribution to a strong project team.

Please include the following:

- A. Organizational chart of the company, showing authority, structure, and depth of resources.
- B. History of the company, including ownership and key management. Please provide a resume for the Project Manager and Project Superintendent you intend to use on each project.
- C. Describe how your firm's construction team would be organized throughout the life of a project.
- D. Describe any company changes that are anticipated to occur during the life of the project(s).

5. Proposer's recent, current, and projected workload of the firm.

Please include the following:

- A. Identify your annual volume of construction contracts for the last five (5) years. Where a local office is involved, please provide similar information for the local office.
- B. What is the current dollar value of work under contract? What percentage of this is school related?
- C. What is the value of work in item B that is yet to be completed?

6. Miscellaneous information

Please include the following:

- A. Describe your information management systems and owner reporting systems. Explain how these systems tie to the initial cost projections and final estimate.
 - 1) Include at least one (1) sample of the following items with your response to the RFP:
 - a. Project Cost Estimate (similar format to the one proposed for this project)
 - b. Monthly report to the owner.
 - c. Other tracking items you feel would be helpful in showing how you would assure the project is delivered on time and on budget.
- B. Describe the process you would utilize to qualify and bid subcontractors and vendors for the project.
- C. List all work your firm typically provides and is fully capable of self-performing that may be utilized on this project(s) allowable by South Carolina Procurement Laws governing Construction Manager at Risk.
- D. What are your working relationships and experience with the Office of School Facilities (OSF), DHEC, SCDOT, and state fire officials?
- E. Submit any other information that you believe may assist the owner in deciding that Your firm is best qualified for the project.

7. Proposer's pre-construction fees.

For comparison purposes of proposals only please include the following:

Please provide your pre-construction fees for the potential projects listed below in your proposal response.

- A. **For comparison purposes of proposals only**, propose a range for your pre-construction phase fees based on the available information at the time of your proposal, for the following type of potential projects:
 - a. Capital Improvement projects greater than \$10K
 - b. Building Additions/Renovations at an existing school
- B. The Owner understands that project assumptions may change as design and/or construction proceeds, and the Owner intends to negotiate a fair construction percentage fee with the successful proposer upon significantly more detailed collaboration and review of design than is possible in the RFP context.

8. Creativity and insight related to capital improvement projects and building additions and renovations for an elementary school, middle school and a high school.

Please include the following:

- A. Submitted proposals should thoroughly address all the items listed in the preceding section. The Owner reserves the right to reject any/all proposals and to waive any informality in proposals received whenever such rejection or waiver is in the best interest of the Owner. Please include photographs and/or descriptions of prior school work.
- B. Briefly describe your experience in working with an A&E (Architect and Engineer) firm as a CM (Construction Manager) at Risk firm in South Carolina with OSF requirements.
- C. Briefly describe your idea of an ideal partnership between a CM at Risk firm, an A&E firm, and South Carolina

9. **Volume of work awarded by the District to the Proposer's firm during the previous five (5) years with the objective of effectuating distribution of contacts by the District among qualified firms including Minority Businesses.**

Please include the following:

- A. Provide a list of those companies you have employed that are certified through the South Carolina Division of Small and Minority Business Contracting and Certification. The link for this office is <https://smbcc.sc.gov/directory.html> or call 803-734-4061.

Interviews

Following receipt of information from all interested persons and firms, the selection members may, but are not required to, hold interviews with proposers who are deemed qualified on the basis of information available prior to the interviews. The purpose of the interviews shall be to provide such further information/clarification as may be required by the selection members to fully acquaint themselves with the relative qualifications of the proposing firms. Interviews may consist of a combination of formal presentations and a question-and-answer period. The selection members will, at their discretion, employ "short listing" to narrow the field of proposers for further consideration. The selection members shall identify the proposal which, in their judgment, presents the best proposal for the Owner's needs in accordance with the selection criteria.

Award

Lexington County School District One anticipates awarding multiple Guaranteed Maximum Price (GMP) contracts for up to three (3) CM at Risk firms.

GENERAL TERMS AND CONDITIONS OF SOLICITATION

Note: This list is not exhaustive as it is contemplated that a fully integrated contract between parties will be executed.

Proposer Responsibility

Each proposer shall fully acquaint themselves with the conditions relating to the scope and restrictions attending the performance of obligations under the conditions of this RFP. The omission of proposers to acquaint themselves with existing pre-contract conditions or post- contract consequences shall in no way relieve such proposers of any obligation with respect to the proposal or to any contract resulting from this solicitation.

Proposal Constitutes Offer

By submitting a proposal, the proposer agrees to be governed by the terms and conditions as set forth in this document. Any proposal containing variations from the terms and conditions set forth herein may, at the sole discretion of the Owner, render such proposal non- responsive. Any inconsistencies between the RFP and any other contractual instrument shall be governed by the terms and conditions of this RFP, except where subsequent amendments to any contract resulting from this RFP award are specifically agreed to in writing by the parties to supersede any such provisions of this RFP.

Conference - Pre-Bid/Proposal

Pre-Bid/Proposal Conference Date and Time:

Location of Pre-Bid/Proposal Conference:

See Date on Page One (1)

P2025.1 Construction Management At-Risk Services

Thursday, October 10 · 10:00 – 11:00 am

Time zone: America/New_York

Google Meet joining info

Video call link: <https://meet.google.com/rxv-fjgg-dqt>

Or dial: (US) +1 219-281-4854 PIN: 371 750 598#

More phone numbers:

<https://tel.meet/rxv-fjgg-dqt?pin=3918021727390>

Due to the importance of all Offerors having a clear understanding of the specifications and requirements of this solicitation, a conference of potential Offerors will be held on the date specified above. Have a copy of the solicitation ready so you can follow the discussion. Any changes resulting from this conference will be noted in a written amendment to the solicitation. Your failure to attend will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the District. The District assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available at the conference. Nor does the District assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

All conference attendees should read the solicitation and develop their questions in preparation for the conference. The pace of the conference will NOT afford individuals enough time to complete an initial review of the document during the conference.

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.

(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.

All questions shall be in writing and submitted to and received no later than the date found on the Cover Page of this solicitation via email, or mail. Please send questions to:

Mailing Address: Lexington County School District One
Attn: Procurement Services, Nathan Dawson
100 Tarrar Springs Road
Lexington, South Carolina 29072
Ref: Solicitation Number and Title

Email: emarsh@lexington1.net
Subject Line: Reference Solicitation Number and Title

Failure to address email correctly may result in your question being discovered after the question deadline and not being answered.

Amendments

If it becomes necessary to revise any part of this RFP, all amendments will be provided in writing to all proposers.

ALL AMENDMENTS TO AND INTERPRETATIONS OF THIS SOLICITATION SHALL BE IN WRITING. THE DISTRICT SHALL NOT BE LEGALLY BOUND BY ANY AMENDMENT OR INTERPRETATION THAT IS NOT IN WRITING.

Experience and Reference Checks

The Owner intends to consider historic information and fact, whether gained from the offeror's proposal, interviews, conferences, reference checks, discussions with owners and architects of any of the offeror's past projects, and/or any other source available to the Owner, in the evaluation process. Proposer acknowledges (1) that Owner will contact various persons who are familiar with proposer's prior work and related matters, whether such persons are voluntarily disclosed to Owner in this proposal or not; (2) that truthful and complete information is necessary for the Owner to make an adequate evaluation; and (3) that proposer will not take any action against any person who responds in good faith to a bona fide inquiry by the Owner for purposes of evaluating the proposals received by the Owner under this solicitation.

Proposals Signed

The proposal must be signed in black ink by a person duly authorized to legally bind the offeror to provide the service in accordance with the specifications contained in this Request for Proposal (RFP). All proposals must be signed by a representative of the company authorized to commit to the provisions of this proposal. Unsigned proposals will be rejected unless an authorized representative is present at the proposal opening and provides the needed signature, provided that the discovery is made prior to the recording of the offeror's proposal.

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.

Clarifications

Pursuant to SC Code § 11-35-1520, 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. [SC Code § 11-35-1520; SC Reg.19-445.2080]

Drug-Free Workplace

By signing and submitting a proposal, a proposer is certifying that it will comply with all requirements of the South Carolina Drug-Free Workplace Act, S.C. Code Ann § 44-107-10, et seq.

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:

1. Section 8-13-700, regarding use of official position for financial gain;
2. Section 8-13-705, regarding gifts to influence action of public official;
3. Section 8-13-720, regarding offering money for advice or assistance of public official;
4. Sections 8-13-755 and 8-13-760, regarding restriction on employment by former public official;
5. Section 8-13-755, prohibiting public official with economic interest from acting on contracts;
6. Section 8-13-790, regarding recovery of kickbacks;
7. Section 8-13-1150, regarding statements to be filed by consultants; and
8. Section 8-13-1342, regarding restrictions on contributions by contractor to candidate who participated in awarding of contracts.

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.

Right to Protest

Any prospective proposer who is aggrieved in connection with this solicitation, intended award, or award of a contract may protest in accordance with the requirements of the Owner's Procurement Code [Article 17 - 4210 of the District's Procurement Code]. Any such protest shall be made in writing to the Chief Financial Officer, Lexington County School District One, and submitted in writing by e-mail or post-delivery as follows:

Mailing Address: Lexington County School District One
 Procurement Services, Chief Procurement Officer
 100 Tarrar Springs Road
 Lexington, South Carolina 29072
 Ref: Protest – Solicitation Number

Email: jmiller@lexington1.net and emarsh@lexington1.net
 Subject Line: Protest - Ref: Solicitation Number

Termination by Owner

a. Termination for Non-appropriations:

Any contract formed hereunder is payable from Owner appropriations. In the event no funds or insufficient funds are appropriated and budgeted in any fiscal year for payments due under a contract made pursuant to this solicitation, the Owner shall immediately notify proposer of such occurrence, but the Owner shall have no further obligation as to such current or succeeding fiscal year and the contract shall be null and void, except as to the portions of payments herein agreed upon for funds which have been appropriated and budgeted.

b. Termination for Convenience:

Any contract formed hereunder will be deemed to provide that, in the event that the contract is terminated or canceled upon request and for the convenience of the Owner, then the Owner shall negotiate reasonable termination costs strictly necessary for disengagement and winding up the contract, but shall not be liable for lost profits, overhead, consequential damages, third-party reliance upon the continued existence of the contract, or any other measure of damages or restitution.

Governing Law

Any contract formed hereunder will provide that the proposer must comply with the laws of the State of South Carolina which require that it be authorized and/or licensed to do business in said state. Notwithstanding the fact that applicable statutes may exempt or exclude the successful offeror from requirements that it be authorized and/or licensed to do business in said state, by signing of this Agreement, proposer agrees to subject itself to the jurisdiction and process of the courts of the State of South Carolina or the Federal District Court for the District of South Carolina as to all matters and disputes arising or to arise under the Agreement and the performance thereof, including any questions as to the liability for taxes, licenses or fees levied by the State.

Approval of Publicity Releases

Any contract formed hereunder will provide that the proposer shall not have the right to include the Owner's name in its published list of customers, without prior approval by the Owner. The proposer agrees not to publish or cite in any form any comments or quotes from Owner staff. The Proposer further agrees not to refer to the award of this contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the Owner.

Competition in Procurement

It is the intent and purpose of the Owner to promote and permit competition. It shall be each proposer's responsibility to advise the Owner if any language, requirements, etc., or any combination thereof, inadvertently restricts or limits fair competition among qualified potential proposers. Such notification must be submitted in writing, and must be received by the Owner within fifteen (15) days of the date of issuance of the RFP.

Non-commitment by Solicitation

This solicitation does not commit the Owner to award a contract, to pay any costs incurred in preparation of the proposal, or to procure any goods or services. The Owner reserves the right to accept or reject, in part or in entirety, any or all proposals, to negotiate with all qualified proposers, and to cancel in part or in entirety this solicitation if it is in the best interest of the Owner. Further, the Owner reserves the right to waive any informalities or technicalities in order to serve the best interest of the Owner.

Procurement Code Governs; No "Non-joinder" Clauses

The School District's Procurement Code and Regulations govern and supersede any and all documents, proposals, and policies, whether stated or implied. Specifically, and not by way of limitation, any mandatory arbitration clause in any document is superseded by the dispute resolution procedures of the School District's Procurement Code and Regulations, and every Owner contract awarded pursuant to this solicitation shall be deemed to provide for the deletion of any type of "non-joinder" clause appearing in any contract form.

Responsibility Determinations

Responsibility of the proposer shall be ascertained for each contract awarded by the Owner based upon full disclosure to the Owner concerning capacity and capability to meet the terms of the contract and based upon past record of performance for similar contracts. The unreasonable failure of a proposer or offeror to supply information promptly in connection with an inquiry with respect to responsibility may be grounds for a determination of non-responsibility with respect to such proposer or offeror. Failure to provide requested information may result in rejection of a solicitation response or debarment of the proposer.

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 a 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 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 affecting 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 Acor form evidencing that the coverage, coverage extensions, policy endorsements and waivers of subrogation required under this Contract are maintained in force.

Audits

The Owner shall be entitled to audit the books and records of a contractor or any subcontractor under any negotiated contract or subcontract other than a firm fixed price contract to the extent that such books and records relate to the performance of such contract or subcontract. Such books and records shall be maintained by the contractor for a period of three years from the date of final payment under the prime contract and by the subcontractor for a period of three years from the date of final payment under the subcontract, unless a shorter period is otherwise authorized in writing by an Owner procurement official. This provision applies to any resulting award related to this RFP.

Confidentiality

Proposers must clearly mark as “Confidential” each part of their responses which they consider to be proprietary information that could be exempt from disclosure under Section 30-4-40, Code of Laws of South Carolina 1976, as amended (Freedom of Information Act). If any part is designated as confidential, there must be attached to that part an explanation of how this information fits within one or more categories listed in Section 30-4-40. The District reserves the right to determine whether this information should be exempt from disclosure and no legal action may be brought against the District or its agents for its determination in this regard.

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 § 11-35-5300.

Solicitation Information From Sources Other Than Official Source

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

Definitions

Except As Otherwise Provided Herein, The Following Definitions Are Applicable To All Parts Of The Solicitation:

Amendment – means a document issued to supplement the original solicitation document.

Agreement – means the written agreement, consisting of the agreement documents signed between the District and the successful proponent pursuant to this RFP and the successful proposal.

Agreement Documents – means the instructions to proponents, scope of service, addenda, response to the RFP, and the acceptance of proposal together with all subsequently negotiated agreements, written amendments, modifications, and supplements to such documents and all written authorizations signed by the administrator(s) amending, deleting, or adding to the contract.

Board – means the Lexington School District One Board of Trustees.

Buyer – means the Procurement Officer.

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.

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 - See clause entitled “Contract Documents & Order of Precedence.”

Contract Modification – means a written order signed by the Procurement Officer, directing the contractor to make changes which the changes clause of the contract authorizes the Procurement Officer 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 Lexington County School District One.

Must, Mandatory, Required, Or Shall – means a requirement that must be met in order for a proposal to receive consideration.

Offer – means the bid 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 the Cover Page.

Proposal – means the Proponent’s response to this “RFP”.

Requirements – means those services described in the Scope of Service section of this RFP.

Should or Desirable – means a requirement having a significant degree of importance to the objectives of the RFP.

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

Subcontractor – means any person having a contract to perform work or render service to the Contractor as a part of the Contractor’s agreement arising from this solicitation.

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.

You and Your – means Offeror.

The following documents are attached to this solicitation:

- **Attachment One – Scope of Work/Specifications**
- **Attachment Two – District Locations**
- **Attachment Three – Offeror’s Checklist**

Attachment One – Scope of Work/Specifications

BACKGROUND

The District serves more than 27,000 students from Pre-Kindergarten to Grade 12 with more than 4,400 employees (not including substitutes) and 32 schools (18 elementary schools, eight middle schools, five high schools, one technology center). The district also offers an early college program, an adult education program and an alternative education services program. The 360 square miles that make up Lexington One stretch from the banks of Lake Murray to the county's southern border with Aiken County. Our district occupies 48% percent of the county's 699 square miles and is one of the county's major employers. Lexington One students and employees receive recognition year after year for excellence in academics, athletics, fine arts, community service and more.

SERVICES TO BE PROVIDED

The selected firm shall perform Pre-Construction and Construction Phase Services as set forth in modified AIA Documents A-133 (2019) Agreement between Owner and Construction Manager as Constructor with a Guaranteed Maximum Price (GMP) and A-201 (2017) 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:

1. Participate in design team meetings as required to facilitate the design process.
2. Evaluate the design during development; providing analysis of alternate construction methods and materials for potential quality, cost and schedule enhancements.
3. Evaluate construction documents for constructability, maintainability, potential problems, errors and compliance with the construction budget.
4. Develop a construction schedule, coordinating activities to accomplish the completion of the project by the earliest date possible within the stated cost limitation.
5. Provide cost estimating, cost management, value analysis, and value engineering.
6. Provide cost estimating of alternative means, methods, materials and configurations of the design.
7. Provide cost estimating of individual construction packages.
8. Develop a construction budget to be maintained throughout the design and construction to confirm with the Guaranteed Maximum Price for the Project.
9. 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:

1. Develop and follow requirements and procedures for safety, quality assurance, and schedule adherence.
2. Maintain on-site staff for construction management.
3. Maintain a system for tracking the timely submittal, review, and approval of submittals.
4. Coordinate, conduct, and document regular construction meetings.
5. Prepare and submit change order documentation for review and approval by the Architect and the District.
6. Maintain on-site records and submit monthly progress reports to the Architect and the District.
7. Maintain quality control and ensure conformity to contract documents.
8. Reconcile construction contract requirements with the construction budget.
9. Assist the District with required permits and inspections.
10. 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.
11. Provide site reports and summary monthly progress reports.

APPROVED PROJECTS

LOCATION	DESCRIPTION	EST. AMOUNT	LOCATION	DESCRIPTION	EST. AMOUNT
LHS	Locker Room Renovations	(\$200K)	MULTIPLE	Signage Upgrades	(\$200K)
PES/RBES	HVAC & Chiller Updates	(\$1M)	RBHS	Gym Lighting Controls	(\$20K)
NLCLC	Window Replacement	(\$500K)	MULTIPLE	Concrete/sidewalk	(\$500K)
NLCLC	Thru Wall HVAC & Electrical	(\$1.9M)	GMS	Door and concrete at Cafeteria/Dock	(\$30K)
LTC	Lighting Upgrades	(\$200K)	LTC	Masonry	(\$30K)
MULTIPL	Lighting Control Upgrades	(\$670K)	RBHS	Lighting Renovation	(\$50K)
GHS	Window Replacement	(\$750K)	MULTIPLE	Parking Lot Striping	(\$100K)
PHS	Window Replacement	(\$750K)	DIST. OFFICE	Repave Parking Lot	(\$350K)
PHS	Culinary Arts Upgrades	(\$80K)	MULTIPLE	Playground Drainage Upgrade	(\$50K)
PHS/WKHS	Shot/Disc Vector	(\$20K)	PORTABLE	Relocations	(\$130K)
GMS, LHS, WKHS	Gym Floor Repainting	(\$100K)	OGES	Storm Drain Rework	(\$50K)
PHS	BB & SB Storage Room Upgrades	(\$300K)	PH, CSMS	Water Heater Replacement	(\$120K)
PHS	Baseball Field Lights	(\$50K)	PH, CSMS	Water Heater Replacement	(\$120K)
RBHS	Field Lighting	(\$150K)	MULTIPLE	Bi-Directional Amplifier Installations	(\$660K)
GHS	Softball Practice Field	(\$75K)	GES	Chiller Repair	(\$25K)
WKHS	Tennis Court Repair	(\$100K)	WKHS	Window Replacement	(\$1M)
LHS	Synthetic Turf at Football Field	(\$1.4M)	MULTIPLE	Lift Station Dialer Upgrades	(\$50K)
WK,CS, PHMS	Fine Arts Classroom Improvements	(\$60K)	GHS	Gym Painting	(\$20K)
GMS	ADA Bathroom at Nurse's Office	(\$15K)	MAINT. SHOP	Roll-up Door & Lighting Replacements	(\$150K)
NLCLC	Enclose Safety Storage Area	(\$200K)	WKHS	Elevator Modernization	(\$100K)
PH, GH, WKHS	Office Area Renovations	(\$250K)	PHS	Gym Painting	(\$20K)
GHS	Corridor Carpet Replacement	(\$100K)	LMS/LTC	Greenhouse	(\$150K)
WKES	Rework Nurse Area	(\$15K)	LMS/LTC	Greenhouse	(\$150K)
WKES	Rework Dumpster Area	(\$15K)	GMS	Lighting Upgrades	(\$325K)
RBHS	Entrance C Security & Safety Updates	(\$20K)	L/G/R/P/W	Scoreboard/table Repair/Replace	(\$150K)
L/G/P/W	Football Field Maintenance	(\$100K)	RBHS	Weight Room Improvements	(\$100K)
LHS	Training Room Renovations	(\$250K)	RBES, PES	Exterior Doors and Hardware	(\$360K)
NLCLC	Storage Building for Food-Service	(\$380K)	MULTIPLE	HVAC Units at Dry Storage Rooms	(\$250K)
PHMS, CSMS	Gym Lighting Upgrades	(\$222K)	RBES, LMES	Parking Lot Lighting Upgrades	(\$300K)
			ESTIMATED TOTAL OF ALL PROJECTS \$15,072,000		

Attachment Two – District Locations

Campus/School	Address	City	State	Zip
Beechwood Middle (BMS)	1340 Highway 378	Lexington	SC	29072
Carolina Springs Elementary (CSES)	6340 Platt Springs Road	Lexington	SC	29073
Carolina Springs Middle (CSMS)	6180 Platt Springs Road	Lexington	SC	29073
Centerville Elementary (CES)	4147 Augusta Highway	Gilbert	SC	29054
Deerfield Elementary (DES)	638 Longs Pond Road	Lexington	SC	29073
Forts Pond Elementary (FPES)	7350 Fish Hatchery Road	Pelion	SC	29123
Gilbert Elementary (NEW)	520 Main St	Gilbert	SC	29054
Gilbert High (GHS)	840 Main St	Gilbert	SC	29054
Gilbert Middle (GMS)	120 Rikard Circle	Gilbert	SC	29054
Lake Murray Elementary (LMES)	205 Wise Ferry Road	Lexington	SC	29072
Lakeside Middle School (LMS)	455 Old Cherokee Rd	Lexington	SC	29072
Lexington Elementary LES)	116 Azalea Drive	Lexington	SC	29072
Lexington High (LHS)	2463 Augusta Highway	Lexington	SC	29072
Lexington Technology Center (LTC)	2421 Augusta Highway	Lexington	SC	29072
Meadow Glen Elementary (MGES)	510 Ginny Lane	Lexington	SC	29072
Meadow Glen Middle (MGMS)	440 Ginny Lane	Lexington	SC	29072
Midway Elementary (MES)	180 Midway Road	Lexington	SC	29072
New Providence Elementary (NPES)	1118 Old Cherokee Road	Lexington	SC	29072
North Lake Community Learning Center (NLCLC)	702 North Lake Drive	Lexington	SC	29072
Oak Grove Elementary (OGES)	479 Oak Drive	Lexington	SC	29073
Pelion Elementary (PES)	1202 Pine Street	Pelion	SC	29123
Pelion High (PHS)	600 Lydia Drive	Pelion	SC	29123
Pelion Middle (NEW) (PMS)	325 Main St	Pelion	SC	29123
Pleasant Hill Elementary (PHES)	664 Rawl Road	Lexington	SC	29072
Pleasant Hill Middle (PHMS)	660 Rawl Road	Lexington	SC	29072
Red Bank Elementary (RBES)	246 Community Drive	Lexington	SC	29073
River Bluff High (RBHS)	320 Corley Mill Road	Lexington	SC	29072
Rocky Creek Elementary (RCES)	430 Calks Ferry Road	Lexington	SC	29072
Saxe Gotha Elementary (SGES)	100 Bill Williamson Court	Lexington	SC	29073
South Lake Elementary (SLES)	274 Bluefield Rd	Lexington	SC	29073
White Knoll Elementary (WKES)	132 White Knoll Way	West Columbia	SC	29170
White Knoll High (WKHS)	5643 Platt Springs Road	Lexington	SC	29073
White Knoll Middle (WKMS)	116 White Knoll Way	West Columbia	SC	29170
*District Office	100 Tarrar Springs Rd	Lexington	SC	29072
*CS - Maintenance	946 Pisgah Church Rd	Lexington	SC	29072
*CS - Operations	948 Pisgah Church Rd	Lexington	SC	29072
*Gilbert Elementary (OLD) (GES)	314 Main Street	Gilbert	SC	29054
*Pelion Middle (OLD) (PMS)	758 Magnolia Street	Pelion	SC	29123
*Rosenwald (Special Services)	420 Hendrix St	Lexington	SC	29072
*Transportation	1674 Two Notch Road	Lexington	SC	29073

Attachment Three – Offeror’s Checklist

AVOID COMMON MISTAKES!

(Review this checklist prior to submitting your offer)

- ✓ COMPLETED & SIGNED ALL REQUIRED DOCUMENTS.
- ✓ DO NOT INCLUDE ANY OF YOUR STANDARD CONTRACT FORMS!
- ✓ UNLESS EXPRESSLY REQUIRED, DO NOT INCLUDE ANY ADDITIONAL BOILERPLATE CONTRACT CLAUSES!
- ✓ MAKE SURE YOUR OFFER DOES NOT TAKE EXCEPTION TO ANY OF THE DISTRICT’S MANDATORY REQUIREMENTS!
- ✓ MAKE SURE YOU HAVE PROPERLY MARKED ALL PROTECTED, CONFIDENTIAL OR TRADE SECRET INFORMATION IN ACCORDANCE WITH THE INSTRUCTIONS: “SUBMITTING CONFIDENTIAL INFORMATION.” DO NOT MARK YOUR ENTIRE RESPONSE AS CONFIDENTIAL, TRADE SECRET OR PROTECTED! DO NOT INCLUDE A LEGEND ON THE COVER STATING THAT YOUR ENTIRE RESPONSE IS NOT TO BE RELEASED!
- ✓ PROPERLY ACKNOWLEDGED ALL AMENDMENTS?
- ✓ MAKE SURE THAT YOUR OFFER INCLUDES THE SOLICITATION COVER PAGE. MAKE SURE THE COVER PAGE IS SIGNED BY A PERSON THAT IS AUTHORIZED TO CONTRACTUALLY BIND YOUR BUSINESS.
- ✓ MAKE SURE YOUR OFFER INCLUDES THE NUMBER OF COPIES REQUESTED.
- ✓ CHECK TO ENSURE YOUR OFFER INCLUDES EVERYTHING REQUESTED!
- ✓ IF YOU HAVE CONCERNS ABOUT THE SOLICITATION, DO NOT RAISE THOSE CONCERNS IN YOUR RESPONSE! AFTER OPENING, IT IS TOO LATE! IF THIS SOLICITATION INCLUDES A QUESTION & ANSWER PERIOD OR A PRE-SOLICITATION CONFERENCE, RAISE YOUR QUESTIONS AS PART OF THAT PROCESS.

This checklist is included only as a reminder to help offerors avoid common mistakes. Responsiveness will be evaluated against the solicitation, not against this checklist.

You do not need to return this checklist with your offer.

SUBMIT WITH OFFER:

1. Cover Page
2. Page 2
3. Technical Proposal
4. Cost Proposal
- ~~5. Attachment B- Minority Participation Affidavit~~
- ~~6. Required information (Section V-Required Information)~~
- 5. Evaluation Criteria/Response Format- All documents requested**

Vendor Questions and District responses:

Question 1: On the last page of the proposal documents, **Attachment Three – Offers Checklist**, the bottom portion that says “*Submit with offer:*” – Can you clarify where **#5, Attachment B – Minority Participation Affidavit** and **#6, Section V-Required Information** are located in the proposal documents?

District Response: Please see revised solicitation document included in this amendment.

Question 2: How does the District plan to award the work? Bid on each individual project once selected? Divide projects up evenly amongst selected contractors? Divide projects up by value or scope?

District Response: The District will divide projects up by project value, scope, schedule and locations.

Question 3: What are the weights of each evaluation criterion?

District Response: The district has chosen not to disclose that information.

Question 4: Is the District able to disclose who is the evaluation committee?

District Response: This information is not available for public information.

End Amendment