Florence County School District No. 1 requests qualified firms to submit a proposal for providing Construction Management At-Risk Services for construction of a new Southside Middle School described below.

The CM At-Risk firm (“offeror” or “proposer”) will be hired 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 a single provider for a comprehensive sourcing of CM At-Risk services. No firm shall begin work without prior written authorization from the Owner.

Owner: Florence County School District No. 1

Contact: Stanley E. Brunson, Jr.
Assistant Superintendent of Finance
Florence, South Carolina 29506
Email: rbrunson@fsd1.org

Please use the above listed email address to request a copy of the RFP and to ask questions. The deadline for questions is September 5, 2019, at 2:00 PM. Do not contact individual Board members or staff in regards to this RFP. Improper contact may result in disqualification of your proposal.

Sealed proposals will be received until September 13, 2019 at 2:00 PM for furnishing the services described herein. It is the offeror’s responsibility for ensuring delivery to correct address and time. Be advised delivery service varies in the area. For this reason, Proposers are encouraged to take additional measures to ensure the proposal is delivered by the specified time.

The successful proposer must abide by all federal and state laws.

SCOPE OF PROJECT

The District will be constructing a new Southside Middle School with a capacity for 1,200 students to be open for the 2021-2022 school year. This new school is part of the District’s plans to implement the middle school concept for grades 6-8 throughout the District. The District prefers to select a design that has been built before in a South Carolina public school district, to help it achieve savings in cost and schedule. As further described below, proposals should emphasize the program, cost, and schedule benefits of the design submitted by the proposers.
## ANTICIPATED SCHEDULE (KEY DATES)

<table>
<thead>
<tr>
<th>Event</th>
<th>Date/Time</th>
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</thead>
<tbody>
<tr>
<td>Request for Proposals Issued</td>
<td>August 30, 2019</td>
</tr>
<tr>
<td>Deadline for Submission of Questions</td>
<td>September 5, 2019 (2:00 p.m.)</td>
</tr>
<tr>
<td><strong>Deadline for RFP Receipt</strong></td>
<td>September 13, 2019 (2:00 p.m.)</td>
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<tr>
<td>Estimated Posting of Short List</td>
<td>September 16, 2019</td>
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<tr>
<td>Tentative Timeline for Interviews</td>
<td>September 18-20, 2019</td>
</tr>
<tr>
<td>Tentative Date of Board meeting</td>
<td>October 3, 2019</td>
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## DESCRIPTION OF SERVICES TO BE PROVIDED

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

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

- a. Participate in program manager and design team meetings as required to facilitate the design process.
- b. Evaluate the design during development; providing analysis of alternate construction methods and materials for potential quality, cost and schedule enhancements.
- c. Evaluate construction documents for constructability, maintainability, potential problems, errors and compliance with the construction budget.
- d. Develop a construction schedule, coordinating activities to accomplish the completion of the project by the earliest date possible within the stated cost limitation.
- e. Provide cost estimating, cost management, value analysis, and value engineering.
- f. Provide cost estimating of alternative means, methods, materials and configurations of the design.
- g. Provide cost estimating of individual construction packages.
- h. Develop a construction budget to be maintained throughout the design and construction to confirm with the Guaranteed Maximum Price for the Project.
- i. Guaranteed Maximum Price: At an appropriate point in the project and subject to contractual negotiations, the CM at-Risk shall issue to the District a guaranteed maximum price backed by a surety bond. 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 conductive to early construction starts, reflecting such in the project schedule.

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

- a. Develop requirements for safety, quality assurance, and schedule adherence.
- b. Maintain on-site staff for construction management.
c. Maintain a system for tracking the timely submittal, review, and approval of submittals.
d. Coordinate, conduct, and document regular construction meetings.
e. Prepare and submit change order documentation for review and approval by the Architect, Program Manager, and the District.
f. Maintain on-site records and submit monthly progress reports to the Architect and the District.
g. Maintain quality control and ensure conformity to contract documents.
h. Reconcile construction contract requirements with the construction budget.
i. Assist the District with required permits and inspections.
j. Develop and maintain a detailed design and construction schedule indicating sequencing of construction activities and milestones necessary for completion of the project by the targeted date.
k. Provide site reports and summary monthly progress reports.

SUBMISSION REQUIREMENTS

1. Complete Response. A complete response must be delivered to the District Office, 319 South Dargan Street, Florence, South Carolina 29506, by 2:00 PM September 13, 2019, consisting of the following:

a. Mailed or otherwise delivered in a sealed envelope which indicates the return address of the sender, proposal title/solicitation number, opening date, and time of opening on the outside of the envelope.
b. Certificate of insurances: Liability and Workers Compensation, if applicable.
c. W-9 Form.
d. Proposal not to exceed 50 total, 8½ x 11 sized pages, excluding front cover, tabs, back cover, and required forms/licenses/certifications. (If printed on both sides of paper, proposal shall be limited to 25 pages.) Submit five (5) copies of your proposal.
e. Additional information required by the following instructions:

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

Company Information

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

Previous Experience

a. List firm’s experience in Pre-Construction Services.
b. List firm’s experience in providing a GMP and constructing K-12 facilities projects, with special emphasis on middle schools. Identify the architect for each middle school project.
c. Provide references for a minimum of three (3) projects that involved similar services.

**Project Team**

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

**Financial Information/Licenses**

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

**Fee Information**

Preconstruction and Construction Phase fees are not an evaluation criteria. However, proposers must include fee information in a separate envelope marked “CONFIDENTIAL: FEE: FIRM NAME: ____________” with the following information enclosed (assume $35 million new middle school):

Pre-construction Phase fee (lump sum dollar amount):
$____________________________

Construction Phase Fee (not including general conditions): ___% (percentage of cost of the work)

The envelope will not be opened unless the firm is selected as the CM at-Risk firm with which the District is authorized to negotiate a contract. Please note that all fees will be determined as part of the contract negotiating process.

**EVALUATION AND AWARD CRITERIA**

A Selection Committee will evaluate the proposals using the following criteria:

a. The ability, capacity and skill of the Offeror’s key personnel to perform the contract or provide the service required; (25 points)
b. The experience of the Offeror; (25 points)
c. The sufficiency of the financial resources and ability of the Offeror to perform the contract or provide the service; (25 points)
d. The demonstrated experience of the Offeror in pre-construction phase services and on-budget, on-time completion of construction phase services, as verified by references (25 points)
The Owner reserves the right to cancel or reject any or all proposals, to waive any informalities in any proposal received, and to negotiate and award a contract deemed to be in the Owner’s best interest. The Owner reserves the right to select a CM At-Risk based on submitted proposals and any resulting interviews. The Owner is not responsible for any costs incurred during the submission of proposals or interviews. The Owner is not required to enter into a contract with any Offeror if deemed in the best interest of the Owner.

**INTERVIEWS**

The Owner will hold interviews with at least three proposers. The interviews are for the purpose of assuring understanding of the proposals and finalizing scoring of the proposals. The Owner will determine the format of the interviews in its sole discretion. The Owner anticipates the interviews will be scheduled September 18-20, 2019.

**SUPPLEMENTAL TERMS**

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

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

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

**SUBMITTING CONFIDENTIAL INFORMATION:** For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that Offeror contends contains information that is exempt from public disclosure because it is either (a) a trade secret as defined in Section 30-4-40(a)(1), or (b) privileged and confidential, as that phrase is used in Section 11-35-410.

For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the words "TRADE SECRET" every page, or portion thereof, that Offeror contends contains a trade secret as that term is defined by Section 39-8-20 of the Trade Secrets Act.

For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "PROTECTED" every page, or portion thereof, that Offeror contends is protected by Section 11-35-1810.

All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. Do not mark your entire response (bid, proposal, quote, etc.) as confidential, trade secret, or protected! If your response, or any part thereof, is improperly marked as confidential or trade secret or protected, the District may, in its sole discretion, determine it nonresponsive. If only portions of a page are subject to some protection, do not mark the entire page.

By submitting a response to this solicitation or request, Offeror (a) agrees to the public disclosure of every page of every document regarding this solicitation or request that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, and documents submitted during negotiations), unless the page is conspicuously marked "TRADE SECRET" or "CONFIDENTIAL" or "PROTECTED", (b) agrees that any information not marked, as required by these bidding instructions, as a "Trade Secret" is not a trade secret as defined by the Trade Secrets Act, and (c) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, are subject to public disclosure.

In determining whether to release documents, the District will detrimentally rely on Offeror's marking of documents, as required by these bidding instructions, as being either "Confidential" or "Trade Secret" or "PROTECTED."

By submitting a response, Offeror agrees to defend, indemnify and hold harmless the District, its officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from the District withholding information that Offeror marked as "confidential" or "trade secret" or "PROTECTED". (All references to S.C. Code of Laws.)
OPEN TRADE: During the contract term, including any renewals or extensions, Contractor will not engage in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300.

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

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

TAXPAYER IDENTIFICATION NUMBER: (A) If Offeror is owned or controlled by a common parent as defined in paragraph (b) of this provision, Offeror shall submit with its Offer the name and TIN of common parent. (B) Definitions: "Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member. "Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.(C) If Offeror does not have a TIN, Offeror shall indicate if either a TIN has been applied for or a TIN is not required. If a TIN is not required, indicate whether (i) Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States; (ii) Offeror is an agency or instrumentality of a state or local government; (iii) Offeror is an agency or instrumentality of a foreign government; or (iv) Offeror is an agency or instrumentality of the Federal Government.

ILLEGAL IMMIGRATION: By signing your offer, you certify that you will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agree to provide to the State upon request any documentation required to establish either: (A) that Title 8, Chapter 14 is inapplicable to you and your subcontractors or sub-subcontractors; or (B) that you and your subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony, and, upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." You agree to include in any contracts with your subcontractors language requiring your subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with the sub-subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14.

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

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

IRAN DIVESTMENT ACT – CERTIFICATION: (A) The Iran Divestment Act List is a list published by the South Carolina Budget and Control Board pursuant to Section 11-57-310 that identifies persons engaged in investment activities in Iran. Currently, the list is available at the following URL: http://procurement.sc.gov/PS/PS-iran-divestment.phtm(.)

Section 11-57-310 requires the government to provide a person ninety days written notice before he is included on the list. The following representation, which is required by Section 11-57-330(A), is a material inducement for the District to award a contract to you. (B) By signing your Offer, you certify that, as of the date you sign, you are not on the then-current version of the Iran Divestment Act List. (C) You must notify the Procurement Officer immediately if, at any time before posting of a final statement of award, you are added to the Iran Divestment Act List.

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

NOTICE: (A) After award, any notices shall be in writing and shall be deemed duly given (1) upon actual delivery, if delivery is by hand, (2) upon receipt by the transmitting party of automated confirmation or answer back from the recipient's device if delivery is by telex, telegram, facsimile, or electronic mail, or (3) upon deposit into the United States mail, if postage is prepaid, a return receipt is requested, and either registered or certified mail is used. (B) Notice to contractor shall be to the address identified in the Company Information on Page Three. Notice to the District shall be to the District Procurement Officer. Either party may designate a different address for notice by giving notice in accordance with this paragraph.

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

CONTRACTOR’S CARE: Contractor shall exercise due care in protecting all property and surrounding property. Contractor will be responsible for any damage and will be required to restore any damage. If the contractor fails or refuses to repair any damage promptly, the District may have the necessary work performed and charge the pricing thereof to the contractor.

COMPLIANCE WITH LAWS: During the term of the contract, contractor shall comply with all applicable provisions of laws, codes, ordinances, rules, regulations, and tariffs.
CONTRACTOR PERSONNEL: The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

CONTRACTOR'S OBLIGATION – GENERAL: The contractor shall provide and pay for all materials, tools, equipment, labor and professional and non-professional services, and shall perform all other acts and supply all other things necessary, to fully and properly perform and complete the work. The contractor must act as the prime contractor and assume full responsibility for any subcontractor's performance. The contractor will be considered the sole point of contact with regard to all situations, including payment of all charges and the meeting of all other requirements.

CONTRACTOR'S USE OF DISTRICT PROPERTY: Upon termination of the contract for any reason, the District shall have the right, upon demand, to obtain access to, and possession of, all District properties, including, but not limited to, current copies of all District application programs and necessary documentation, all data, files, intermediate materials and supplies held by the contractor. Contractor shall not use, reproduce, distribute, display, or sell any data, material, or documentation owned exclusively by the District without the District's written consent, except to the extent necessary to carry out the work.

INDEMNIFICATION - THIRD PARTY CLAIMS: Notwithstanding any limitation in this agreement, and to the fullest extent permitted by law, Contractor shall defend and hold harmless Indemnitees for and against any and all suits or claims of any character (and all related damages, settlement payments, attorneys' fees, costs, expenses, losses or liabilities) by a third party which are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property arising out of or in connection with the goods or services acquired hereunder or caused in whole or in part by any act or omission of contractor, its subcontractors, their employees, workmen, servants, agents, or anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by an Indemnitee, and whether or not such claims are made by a third party or an Indemnitee; however, if an Indemnitee’s negligent act or omission is subsequently determined to be the sole proximate cause of a suit or claim, the Indemnitee shall not be entitled to indemnification hereunder. Contractor shall be given timely written notice of any suit or claim. Contractor's obligations hereunder are in no way limited by any protection afforded under workers compensation acts, disability benefits acts, or other employee benefit acts. This clause shall not negate, abridge, or reduce any other rights or obligations of indemnity which would otherwise exist. The obligations of this paragraph shall survive termination, cancelation, or expiration of the parties' agreement. This provision shall be construed fairly and reasonably, neither strongly for nor against either party, and without regard to any clause regarding insurance. As used in this clause, Indemnitees means the School District, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees.

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

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

PUBLICITY: Contractor shall not publish any comments or quotes by District
employees, or include the District in either news releases or a published list of
customers, without the prior written approval of the Procurement Officer.

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 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.
Specific coverages and limits will be set forth in the modified AIA A-133 agreement and
A201-2007 to be executed by the parties.

(B) 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.

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

(D) Should any of the above described policies be cancelled 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, cancelled, or replaced.

(E) 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.
(F) Any deductibles or self-insured retentions 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.

(G) 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.

PROCUREMENT CODE GOVERNS; NO "NON-JOINDER" CLAUSES
The 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 District’s Procurement Code and Regulations, and every District contract awarded pursuant to this solicitation shall be deemed to provide for the deletion of any type of "non-joiner" clause appearing in the standard language of any AIA contract form.