Florence County School District No. 1
https://www.f1s.org/

Request for Proposal (RFP)  RFP # 20-02-AR

Architectural Services for
New Southside Middle School

Florence County School District No. 1 (hereinafter, “the District”) invites firms to submit a sealed proposal to provide “Architectural Services for New Southside Middle School” in accordance with the requirements of this solicitation, for complete architectural services necessary for new construction consisting of the following project:

(1)   New Southside Middle School

The deadline for submitting proposals is September 13, 2019, at 2:00 p.m. Addenda will be published on the District's web page only. It is the prospective proposers’ responsibility to keep current with posted addenda.

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Stanley E. Brunson, Jr.
Assistant Superintendent of Finance
Florence County School District No. 1
319 South Dargan Street
Florence, SC 29506
August 28, 2019
BASIC INSTRUCTIONS TO PROPOSERS

Questions regarding this RFP shall be submitted in writing no later than the deadline stated below. Questions received after this time may not be addressed, in the sole judgment and discretion of the District. Verbal inquiries will not be addressed at any time. Answers and/or clarifications will be posted on the RFP web page as addenda. The addenda posted on the District web page will control.

Questions to: ATTN: RFP # 20-02-AR QUESTIONS
Stanley E. Brunson, Jr., Assistant Superintendent of Finance
Florence County School District No. 1
319 South Dargan Street
Florence, SC 29506
E-mail: rbrunson@fsd1.org

Furnish five (5) copies of the proposal at the time the proposal is due. All proposals must be in a sealed envelope or box, and have clearly marked on the exterior:

Sealed Proposal:
Architectural Services for New Southside Middle School
RFP # 20-02-AR

The District assumes no responsibility for the delivery of any solicitation, addendum, solicitation response, proposer inquiry, or response to proposer, or any other correspondence by the U.S. Postal Service, electronic transmission, facsimile, or any other method. Proposal responses transmitted by fax will not be considered. All proposals must be received no later than September 13, 2019, at 2:00 p.m., at which time the names of the proposers will be publicly read aloud. No further information will be provided at the opening. The official time is according to the clock located in the Board Room at 319 South Dargan Street, Florence, South Carolina. Proposals received after this time shall be rejected. All proposers are invited to send representatives to the proposal opening.

By submitting a solicitation response, the proposer acknowledges that it has had the opportunity to inquire about this solicitation, the District’s Procurement Code, and all other District policies, and that the proposer generally has familiarized itself with the available current public information concerning the District and Florence County in general.

Postponements: The proposal opening shall be postponed if the District Procurement Office is closed for any of the following reasons: (1) Causes beyond the control of the District (e.g., fire, flood, weather conditions, etc.), or (2) Emergency or unanticipated events that interrupt normal District or Procurement operations. The postponed event (opening or conference) shall automatically be rescheduled to the next full District business day after the published date. A District business day starting after a delay is not a full District business day.
KEY EVENTS / DATES

1. Issuance of Request for Proposals ................................................................. August 29, 2019

2. *Deadline for receipt of questions regarding this RFP: ..................September 6, 2019, 2:00PM

3. Deadline for receipt of an original and five (5) copies of the formal proposal: .......................................................... September 13, 2019, 2:00PM

4. Public opening of proposals ................................................................. September 13, 2019, 2:01PM

5. Estimated posting date of short lists .......................................................... September 16, 2019

6. Tentative date for interviews ................................................................. September 18 or 20, 2019

7. Tentative date for Board meeting ............................................................. October 3, 2019

* If additional information is necessary, it should be requested in writing to be received no later than the date shown in item 2. The text of the inquiry and the District's written response will be posted on the RFP web page as an addendum.

All times and dates listed are local Florence, South Carolina, times and dates.
GENERAL INFORMATION

1. **Purpose of Solicitation**

   a. 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.

   b. The District will use the construction management at-risk project delivery method and will be selecting a construction manager as constructor so that the District’s team of designer and builder are approved at the District Board of Trustees meeting on October 3, 2019.

2. **Evaluation**

   **Evaluation Factors and Weights**

   1. Past performance (17%)
   2. Ability of professional personnel (17%)
   3. Demonstrated ability to meet time and budget requirements (17%)
   4. Location (5%)
   5. Recent, current and projected workload (5%)
   6. Creativity and insight related to the project, (17%)
   7. Related experience on similar projects (17%) and
   8. Volume of work awarded by the District to the person or firm during the previous five (5) 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 and Minority Business Assistance and firms that have not had previous District work (5%)

Each proposal will be evaluated both objectively and as 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 District 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. 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.

Following receipt of information from all interested persons and firms, the selection committee shall hold interviews with at least three proposers who are deemed qualified on the basis of information available prior to the interviews. A list of firms selected for interview shall be sent to all firms that submitted information in response to the advertisement, prior to the date selected for the interviews. If less than three persons or firms have responded to the advertisement, the committee shall hold interviews with those that did respond. The selection committee's determination as to which will be interviewed shall be in writing and shall be based upon its review and evaluation of all submitted materials. The written report of the committee shall specifically list the names of all persons and firms that responded to the advertisement and enumerate the reasons of the committee for selecting those to be interviewed. The purpose of the interviews shall be to provide such further information as may be required by the selection committee to fully acquaint itself with the relative qualifications of the several interested firms.

Based upon these evaluations, the selection committee shall identify firms which, in its judgment, are well qualified to perform architectural services necessary for the District’s building program. The selection committee's report listing such firms shall be in writing and shall include data substantiating its determinations. When the report is final, written notification of the election immediately shall be sent to all firms interviewed.

The District and the selected firm will execute, and the District’s Board of Trustees approve, A Standard Form of Agreement between Owner and Architect, likely to be AIA Document B133-2014 (Construction Manager as Constructor Edition), and AIA Document A201-2007 (General Conditions), modified for the District.
FORMAT AND CONTENT OF PROPOSALS

By submitting a proposal, proposer warrants its response to this request for proposals to be fully disclosed and correct. Information, documents and materials submitted in the proposal must be complete and accurate in all material aspects. All proposals must contain direct responses to the following questions or requests for information and be organized so that specific questions being responded to are readily identifiable and in the same sequence as outlined below. Responses to each question or request for information must begin on a new page with the question repeated at the top of the page. Responses may include cross-references to material elsewhere in the proposal or to appendices. Interested firms are required to provide the following information:

1. **Letter of Transmittal**
   Each proposal must be accompanied by a letter of transmittal which is signed by an officer of the firm who is responsible for committing the firm's resources. The letter of transmittal should include the following:
   - Name of the firm submitting the proposal,
   - Name and title of the individual with responsibility for this response and to whom matters regarding this RFP should be directed, and
   - Mailing address, telephone number, e-mail address, and fax number of firm's primary contact.

2. **Information Addressed to the Evaluation Criteria:**

   Each proposal should set forth all of the information the proposer wishes the District to consider in scoring the proposer against the criteria stated above. Specially requested information is noted below:

   1. **Past performance:**
      a. Provide a list of all middle schools designed for public school districts in South Carolina for which the firm has provided architectural services in the past three (3) years. For each, provide the project delivery method and identify the owner, construction manager (if any), program manager (if any), and the general contractor(s).
      b. Provide a simple floor plan for each of the middle schools referenced.

   2. **Ability of professional personnel:**
      a. Proposals shall be deemed to warrant that the staff identified in the proposal will be the staff who will provide the services required by the resultant agreement. Any substitution must have prior approval of the District. Any substitution without such prior approval shall be grounds for disqualification or termination.

3. **Standard Forms:**
   Provide current and accurate Federal Standard Forms 330 for the proposer. Include information on all persons who may provide services to the District under the proposal.
GENERAL REQUIREMENTS

The District will evaluate the selected proposer as needed, as regards to meeting the District’s standards and the goals contained in the solicitation. The District may also evaluate the proposer’s experience and other records, cost reporting, compliance with deadlines and time frames, cost management, value awareness, schedule adherence, quality control, accuracy of reports, relationship with District employees, communications with District representatives, and professionalism.

Performance Responsibility

The proposer will be solely responsible for performance under the agreement. The contractor will be the point of contact with regard to all situations.

Contractor’s Relationship with the District

The successful responder will be independent of the District. None of the Contractor’s employees shall be deemed for any purpose to be employees, agents, or servants of the District, but shall at all times serve as employees, agents, or servants of the contractor for whom and at whose discretion they shall act. No acts performed for or representations made, whether written or oral, by the proposer to third parties shall bind the District. The proposer shall be solely responsible for the withholding and payment of all federal, state, and local personal income, social security, unemployment, workers compensation, and other payroll taxes for its employees. The District shall have no liability of any sort for the proposer’s employees.

The proposer shall be responsible for any loss or damage to property owned by the District and in the proposer’s possession or control. The proposer shall be responsible for any loss or damage to property owned by the District, caused, in the opinion of the District, by the proposer.

No portion of the contract shall be subleased, assigned, transferred, or conveyed without written approval the District.

GENERAL TERMS AND CONDITIONS

Note: While effort has been made to separate substantive and procedural matters through the division of this Request for Proposals into various parts, the distinctions between such categories are not always exact. Consequently, proposers are advised that all contents of this RFP will constitute substantive terms and conditions of the relationship, if any occurs, between that proposer and the District. This list is not exhaustive, as it is contemplated that a fully integrated contract between the parties will be executed.

1. PROPOSER RESPONSIBILITY

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

2. **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 District, 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.

3. **QUESTIONS**
   Every effort has been made to insure that all information needed by the proposer is included herein. If an proposer finds that he cannot complete a proposal without additional information, he may submit written questions to the person designated herein on or before the deadline set forth in the schedule of “Key Event Dates.” All replies to questions will be in writing. When a question received by the District is found to be already sufficiently answered in RFP, that question will be returned to the proposer with a reference to the part of the RFP containing the answer. All questions and written replies will be distributed to all proposers and will be regarded as a part hereof.

4. **AMENDMENTS**
   If it becomes necessary to revise any part of the 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.**

5. **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. Proposer acknowledges (1) that District will contact various persons who are familiar with proposer’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 proposer will not take any action against any person who responds truthfully and in good faith to a **bona fide** inquiry by the District for purposes of evaluating the proposals received by the District under this solicitation.

6. **PROPOSALS SIGNED**
   The proposal must be signed in black or blue 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.
7. **PUBLIC OPENING**
All proposals received in response to this RFP will be opened publicly at the time and place specified in the schedule of Key Event Dates. At that time, the name of each proposer will be listed and made available for public inspection.

8. **CLARIFICATIONS**
The District reserves the right, at any time after opening and prior to award, to request from any proposer clarification, address technical questions, or to seek or provide other information regarding the proposer’s proposal. Such a process may be used for such purposes as providing an opportunity for the proposer to clarify his proposal in order to assure mutual understanding and/or aid in determinations of responsiveness or responsibility.

9. **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.

10. **RIGHT TO PROTEST**
Any prospective proposer, offeror, contractor, or subcontractor who is aggrieved in connection with the solicitation of a contract shall protest within fifteen days of the date of issuance of the Request for Proposals or other solicitation documents whichever is applicable or any amendment thereto, if the amendment is at issue. Any actual proposer, offeror, contractor, or subcontractor who is aggrieved in connection with the intended award or award of a contract shall protest within fifteen days of the date the notification of award is posted. A protest shall be submitted in writing and shall set forth the grounds of the protest and the relief requested with enough particularly to give notice of the issues to be decided.

11. **PATENT AND COPYRIGHT LIABILITY**
If notified promptly in writing by the District of any actions (and all prior claims relating to such action) brought against the District, based on a claim that the District’s use of the services or any products offered, including software, infringes a United States patent or copyright, the proposer will defend such action at its expense and will pay the costs and damages awarded in such action, provided that the proposer shall have sole control of the defense of any such action and all negotiation for its settlement or compromise. The District shall give the proposer prompt written notice of such claim and full right and opportunity to conduct the defense thereof, together with full information and reasonable cooperation. No cost or expenses shall be incurred for the account of the proposer without its written consent. If principles of government or public law are involved, the District may participate in the defense of any action. If, in the opinion of the proposer, the products furnished thereunder are likely to, or do become, the subject of a claim of infringement of a United States patent or copyright, then, without diminishing its obligation to satisfy a final award, the proposer may, at its option and expense, (a) obtain the right for the District to continue to use such goods; or (b) substitute for the alleged infringing products other equally suitable products that are satisfactory to the District; or (c) take back such products, provided however, that the proposer will not exercise option (c) until the proposer and the District have evaluated options (a) and (b). In such event, proposer will reimburse the District for the purchase price of any goods removed pursuant to option (c).
12. **TERMINATION BY DISTRICT**

Termination for Non-appropriations:
Any contract formed hereunder is payable from District 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 District shall immediately notify proposer of such occurrence, but the District 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 shall have been appropriated and budgeted.

Termination for Convenience:
Any contract formed hereunder will provide that, in the event that the contract is terminated or canceled upon request and for the convenience of the District, then the District 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.

13. **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.

14. **APPROVAL OF PUBLICITY RELEASES**

Any contract formed hereunder will provide that the proposer shall not have the right to include the District’s name in its published list of customers, without prior approval of the District. The proposer agrees not to publish or cite in any form any comments or quotes from District staff. Proposer further agrees not to refer to 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 District.

15. **COMPETITION IN PROCUREMENT**

It is the intent and purpose of the District to promote and permit competition. It shall be each proposer’s responsibility to advise the District 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 District within fifteen (15) days of the date of issuance of the RFP.

16. **NON-COMMITMENT BY SOLICITATION**

This solicitation does not commit the District to award a contract, to pay any costs incurred in preparation of the proposal, or to procure any goods or services. The District 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 District. Further, the District reserves the right to waive any informalities or technicalities in order to serve the best interest of the District.

17.  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-joinder” clause appearing in the standard language of any AIA contract form.

18.  RESPONSIBILITY DETERMINATIONS
Responsibility of the proposer shall be ascertained for each contract awarded by the District based upon full disclosure to the District 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.

19.  AUDITS
The District 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 a District Procurement official. This provision applies to any resulting award related to this RFP.

20.  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.