



Request for Qualification: 21-015
Date Issued: February 9, 2022
Procurement Coordinator: Greg Twitty
Phone: (803) 707-6270
Fax:
E-Mail Address: greg.twitty@ocsdsc.org

DESCRIPTION: GC/CMAR Services RFQ 21-015

The Term "Offer" Means Your "Bid" or "Proposal". Must be submitted in a sealed package. Solicitation Number & Opening Date must appear on package exterior. See "Submitting Your Offer" provision.

SUBMIT YOUR SEALED OFFER REFERENCING SOLICITATION NUMBER, DATE AND TIME OF OPENING, AND PROCUREMENT COORDINATOR'S NAME TO THE ADDRESS AT THE RIGHT:

MAILING AND PHYSICAL ADDRESS:
 Orangeburg County School District
 Attn: Procurement Coordinator Greg Twitty
 102 Founders Court, Orangeburg SC 29118

SUBMIT OFFER BY: March 16, 2022 @ 2:00 PM (See "Deadline For Submission Of Offer" provision)

NUMBER OF COPIES TO BE SUBMITTED: (1) original, (1) USB secure Flashdrive

QUESTIONS MUST BE RECEIVED BY: February 17, 2022 at 8:30 AM, greg.twitty@ocsdsc.org
ADDENDUM ISSUED: February 22, 2022 by 4:30 pm (If Necessary)

CONFERENCE TYPE: Site Visits Non-Mandatory Virtual
DATE & TIME: February 14, 2022 9:am
https://teams.microsoft.com/l/meetup-join/19%3ameeting_MGJiMTUxYjltYmRmNS00NTQ0LWE0ZTAOTUyNDNjZW5YmRm%40thread.v2/0?context=%7b%22Tid%22%3a%224639b736-a01a-438f-b9ef-8938b8e225c5%22%2c%22Oid%22%3a%229f34da28-a39d-40f8-b1c6-42170ce180c0%22%7d

LOCATIONS: Orangeburg County School District,
 Orangeburg SC 29118 (See list in SOW)

INTENT TO AWARD & AWARD

Notice of Award and/or Intent to Award maybe posted on the district website
www.ocsdsc.org April 4, 2022 by 4:30 pm

You must submit a signed copy of this form with Your Offer. By submitting a bid or proposal, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of one hundred twenty (120) calendar days after the Opening Date.

NAME OF OFFEROR: (Full legal name of business submitting the offer)		OFFEROR'S TYPE OF ENTITY: (Check one) <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Corporate entity Federal ID # _____ <input type="checkbox"/> South Carolina Minority Vendor Minority Vendor # _____ <input type="checkbox"/> Other _____
AUTHORIZED SIGNATURE: (Person signing must be authorized to submit binding offer to enter contract on behalf of Offeror named above.)		
TITLE: (Business title of person signing above)		
PRINTED NAME: (Printed name of person signing above)	DATE SIGNED	

Instructions regarding Offeror's name: Any award issued will be issued to, and the contract will be formed with, the entity identified as the offeror above. An offer may be submitted by only one legal entity. The entity named as the offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, *i.e.*, a separate corporation, sole proprietorship, etc.

“Debarment and Suspension Certification - The contractor (or vendor, or consultant, depending on the transaction) certifies to the best of its knowledge and belief that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency in accordance with 2 CFR 200.213 and 2 CFR 180.”

I. GENERAL INSTRUCTIONS TO OFFERORS

AMENDMENTS TO SOLICITATION: (a) The Solicitation may be amended at any time prior to opening. All actual and prospective Offerors (b) shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by letter, or (3) by submitting a bid that indicates in some way that the offeror received the amendment. (c) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

AWARD NOTIFICATION: Notice regarding the District's intent to award a contract be posted on the district's website www.ocsdsc.org on April 4, 2022 by 4:30 pm. **Copy of tabulation will be sent via email to all Offerors responding to Solicitation.**

BID / PROPOSAL AS OFFER TO CONTRACT: By submitting Your Bid or Proposal, You are offering to enter into a contract with Orangeburg County School District. Without further action by either party, a binding contract shall result upon final award. Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror on the Cover Page. An Offer may be submitted by only one legal entity; "joint bids" are not allowed.

BID ACCEPTANCE PERIOD: In order to withdraw Your Offer after the minimum period specified on the Cover Page, You must notify the Procurement Coordinator in writing.

BID IN ENGLISH & DOLLARS: Offers submitted in response to this solicitation shall be in the English language and in US dollars, unless otherwise permitted by the Solicitation.

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION: **GIVING FALSE, MISLEADING, OR INCOMPLETE INFORMATION ON THIS CERTIFICATION MAY RENDER YOU SUBJECT TO PROSECUTION UNDER SECTION 16-9-10 OF THE SOUTH CAROLINA CODE OF LAWS AND OTHER APPLICABLE LAWS.**

SCOPE OF PROJECTs
2022 FACILITIES PLAN

Orangeburg County School District RFQ 21-015

NEW SCHOOLS AND ADDITIONS				
OPENING YEAR	SCHOOL	AREA OF COUNTY	NEW FACILITY OR ADDITION	POTENTIAL COST
2024-2025	Orangeburg-Wilkinson High School (1600-1800 students)	Central	New Facility	\$110,000,000
2024-2025	Lake Marion Area Elementary School (1200-1400 students)	East	New Facility	\$45,000,000
2024-2025	Lake Marion Area Middle School Wing (400-500 students)	East	Addition	\$10,000,000
2024-2025	William J Clark Middle School Wing (400-500 students)	Central	Addition	\$10,000,000
Completed by 2025	Various – See page 2	West, Central and East	Upgrades to Safety, Security, Athletics, Arts and Playgrounds	\$10,000,000
Completed by 2025	Various – See page 2	Central and East	Partial/Full Demolitions And/Or Conversions	\$5,000,000
			TOTAL COST	\$190,000,000

RENOVATIONS SAFETY SECURITY ATHLETICS ARTS PLAYGROUND		
SCHOOL	AREA	SCOPE
Lake Marion High School	East	Upgrades to Athletics, Arts, Safety and Security
Bethune Bowman K12 Campus	Central	Upgrades to Athletics, Arts, Playgrounds, Safety and Security
Robert E Howard Middle School	Central	Renovations to convert campus to elementary setting; Upgrades to Athletics, Arts, Playgrounds, Safety and Security
Sheridan Elementary	Central	Upgrades to Arts, Playgrounds, Safety and Security
Marshall Elementary	Central	Upgrades to Arts, Playgrounds, Safety and Security
Dover Elementary	Central	Upgrades to Arts, Playgrounds, Safety and Security
North Middle/High School	Central	Upgrades to Athletics, Arts, Safety and Security
William J Clark Middle School	Central	Upgrades to Athletics, Arts, Safety and Security
HKT K12 Campus	West	Upgrades to Athletics, Arts, Playgrounds, Safety and Security
Edisto High School	West	Upgrades to Athletics, Arts, Safety and Security
Carver Edisto Middle School	West	Upgrades to Athletics, Arts, Safety and Security
Edisto Elementary	West	Upgrades to Arts, Playgrounds, Safety and Security
Edisto Primary	West	Renovations to accommodate additional students; Upgrades to Arts, Playgrounds, Safety and Security
Branchville/Lockett K12 Campus	West	Upgrades to Athletics, Arts, Playgrounds, Safety and Security

PARTIAL/FULL DEMOLITIONS AND/OR CONVERSIONS		
SCHOOL	AREA	SCOPE
Elloree Elementary	East	TBD
St. James Galliard Elementary	East	TBD
Vance Providence Elementary	East	TBD
Holly Hill Elementary	East	TBD
Holly Hill Roberts Middle	East	TBD
Whittaker Elementary	Central	TBD
Brookdale Elementary	Central	TBD
Mellichamp Elementary	Central	TBD
Rivelon Primary	Central	TBD
Orangeburg Wilkinson High School	Central	TBD

DESCRIPTION OF SERVICES TO BE PROVIDED

The selected firm shall perform Pre-Construction and Construction Phase Services as set forth in modified AIA Documents A-133 (2009) Agreement between Owner and Construction Manager as Constructor with a Guaranteed Maximum Price (GMP) and A-201 (2007) General Conditions, or later editions. The firm must have appropriate bonding and insurance capacity to be considered for selection. The selected firm shall provide all services as a representative of the Owner from the conceptual stage through planning, design, construction, occupation, and contract closeout. The scope of work may include the following tasks:

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

- a. Participate in 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 propose to the District a guaranteed maximum price backed by a surety bond. After agreement with the District, the project shall be constructed within this Guaranteed Maximum Price. To the extent professionally responsible, the firm will overlap the Design Development and Construction Phases when components are conducive to early construction starts, reflecting such in the project schedule.

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

- a. Develop and follow requirements and procedures for safety, quality assurance, and schedule adherence.
- b. Maintain on-site staff for construction management.
- c. Maintain a system for tracking the timely submittal, review, and approval of submittals.
- d. Coordinate, conduct, and document regular construction meetings.
- e. Prepare and submit change order documentation for review and approval by the Architect and the District.
- f. Maintain on-site records and submit monthly progress reports to the Architect and the District.
- g. Maintain quality control and ensure conformity to contract documents.
- h. Reconcile construction contract requirements with the construction budget.
- i. Assist the District with required permits and inspections.

- j. Develop and maintain a detailed design and construction schedule indicating sequencing of construction activities and milestones necessary for completion of the project by the targeted date.
- k. Provide site reports and summary monthly progress reports.

ANTICIPATED SCHEDULE (KEY DATES)

Request for Proposals Issued **2/9/2022**
Pre-Proposal Conference **2/14/2022** **9:30am**
Deadline for Submission of Questions **2/17/2022** **8:30am**
Response Issued to Questions **2/22/2022** by **4:30pm**
Deadline for RFP Receipt 3/16/2022 **(2:00 pm)**
Technical Evaluation Complete **3/23/2022**
Tentative Timeline for Interviews **3/29/2022**
Tentative Final Selection (Intent to Award) **4/4/2022** by **4:30pm**
Administration Recommendation to Board **4/12/2022**

SUBMISSION REQUIREMENTS

1. Complete Response. A complete response must be delivered to the District Procurement Coordinator, 102 Founders Court, Orangeburg, South Carolina 29118, by **2:00 PM March 16, 2022**, 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 one (1) original copy and one (1) secure Flashdrive with electronic copy of total proposal on one side paper as one download.
- 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 for K-12 facilities projects.
- 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).

EVALUATION AND AWARD CRITERIA

A Selection Committee will evaluate the proposals using the following criteria, which are of equal importance:

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

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

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 as indicated on the Anticipated Schedule above.

SUPPLEMENTAL INSTRUCTIONS

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

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

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

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

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 District Procurement Code Section 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 District Procurement Code Section 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".

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.

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, cancellation, 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 with a current A.M. Best rating of no less than A: VII, and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work and the results of that work by the contractor, his agents, representatives, employees or subcontractors.

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

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

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

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

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

(5) As the general contractor, the CM/GC must have the capability to bond 100% of the contract price of the project estimated at the time the contract is negotiated and until such time that all of the entire projects bid, the overall Guaranteed Maximum Price (GMP) for the work is established, and the bond is delivered to Orangeburg County School District. The performance and payment bonds shall be AIA Document A312, 2010, or a standard surety form certified approved to be the same as the AIA A312 form and shall be executed by a surety or sureties reasonably acceptable to Orangeburg County School District and authorized to do business in the State of South Carolina.

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

(F) Should any of the above described policies be 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.

(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 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.

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

TAX CREDIT FOR SUBCONTRACTING WITH MINORITY FIRMS: Pursuant to Section 12-6-3350, taxpayers, who utilize certified minority subcontractors, may take a tax credit equal to 4% of the payments they make to said subcontractors. The payments claimed must be based on work performed directly for a District contract. The credit is capped at \$25,000 per year or the total tax liability; whichever is lesser. The taxpayer is eligible to claim the credit for 6 consecutive taxable years beginning with the taxable year in which the credit is first claimed. There is no carry forward of unused credits. The credit may be claimed on Form TC-2, "Minority Business Credit." A copy of the subcontractor's certificate from the Governor's Office of Small and Minority Business (OSMBA) is to be attached to the contractor's income tax return. Taxpayers must maintain evidence of work performed for a District contract by the minority subcontractor. Questions regarding the tax credit and how to file are to be referred to: SC Department of Revenue, Research and Review, Phone: (803) 898-5786, Fax: (803) 898-5888. The subcontractor must be certified as to the criteria of a "Minority Firm" by the Governor's Office of Small and Minority Business Assistance (OSMBA). Certificates are issued to subcontractors upon successful completion of the certification process. Questions regarding subcontractor certification are to be referred to: Governor's Office of Small and Minority Business Assistance, Phone: (803) 734-0657, Fax: (803) 734-2498.

SOLICITATION INFORMATION FROM SOURCES OTHER THAN OFFICIAL SOURCE: South Carolina Business Opportunities (SCBO) is the official state government publication for Orangeburg County School

District construction related solicitations. Any information on the district's solicitations obtained from any other source is unofficial and any reliance placed on such information is at the offeror's sole risk and is without recourse under the District's Procurement Code.

EVALUATION CRITERIA

All proposals will be reviewed for purposes of determining responsiveness and responsibility. Any proposal, which does not meet the essential requirements of the District, will be subject to disqualification. For purposes of determining responsibility, all information given by the proposer concerning its availability to perform fully the contract requirements and 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 our evaluation will cause your proposal to be disregarded.

Evaluation Factors: Offers will be evaluated using only the factors stated below. Evaluation factors are stated in the relative order of importance, with the first factor being the most important. Once evaluation is complete, all responsive offerors will be ranked from most advantageous to least advantageous. The award will be made to the responsive and responsible bidder whose proposal is determined to be most advantageous to the District, taking into consideration all evaluation factors set forth in this RFP. The following criteria will be used in the evaluation process:

A Selection Committee will evaluate the proposals using the following criteria, which are of equal importance:

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

Grading Format – Each of the above listed criteria will be graded individually. The point value for each criterion shall be multiplied by the percentage grade to give the criterion score. All scores will be summed to give the grand total score. The maximum possible grand total score for the RFQ response is 100 points.

POINT EVALUATION VALUES

CRITERION	POINT VALUE
The ability capacity and skill of the Offeror’s key personnel to perform the contract of provide the service required	35
The experience of the Offeror;	20
The sufficiency of financial resources and ability of the Offeror to perform the contract or provide the service;	25
The demonstrated experience of the Offeror in pre-construction phase services and on-budget, on-time, high quality completion of construction phase services, as verified by references.	20
TOTAL POINTS	100

PERCENTAGE GRADES

GRADE	DESCRIPTION
0%	Criterion was not addressed in the response or the material presented was totally without merit.
20%	Criterion was addressed minimally, response indicated little capability or experience.
40%	Criterion was addressed minimally, but response shows some capability and experience
60%	Criterion was addressed adequately. Shows basic capability and experience.
80%	Criterion was addressed well. The response indicates some superior features.
100%	Criterion was addressed in superior fashion, indicating excellent or outstanding capability.