


| | | | |
|---|--|--|--|
|  | Spartanburg School District 2 Request for Proposals | Solicitation Number: 1808 Date: November 27, 2017 Procurement Official: Kacey Austin Phone: (864) 515-5135 E-Mail Address: Kacey.austin@spartanburg2.k12.sc.us | |
|---|--|--|--|

DESCRIPTION: Construction Management at Risk Services for Spartanburg School District 2

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

SUBMIT OFFER BY: **December 18, 2017 @ 2:00PM**

QUESTIONS MUST BE RECEIVED BY: **December 4, 2017, by 11:00AM**

NUMBER OF COPIES TO BE SUBMITTED: **Eight (8) originals and One (1) Electronic (all documents as a single PDF)**

Offers must be submitted in a sealed package. Solicitation Number must appear on package exterior.

SUBMIT A SEALED OFFER TO:

RFP# 1808 Construction Management at Risk Services for Spartanburg School District 2

Spartanburg School District 2
3231 Old Furnace Rd.
Chesnee, SC 29323
Attention: Procurement

| | |
|--------------------|--|
| AWARD & AMENDMENTS | Award will be posted at the Physical Address stated above, and on the website below, on or before, November 12, 2014. The award, this solicitation, and any amendments will be posted at the following web address: http://www.spart2.org/departments/finance/procurement It is the responsibility of the offeror to check this website for amendments. |
|--------------------|--|

You must submit a signed copy of this form with each copy of Your Offer. The pages of this form do not count towards any page requirements or limitations of any part of Your Offer. By submitting a bid or proposal, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of sixty (60) calendar days after the Opening Date.

| | | |
|---|-------------|--|
| NAME OF OFFEROR (Full legal name of business submitting the offer) | | |
| 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>i.e.</i> , a separate corporation, partnership, sole proprietorship, etc. | | |
| STATE OF INCORPORATION (If offeror is a corporation, identify the state of Incorporation.) | | |
| TAXPAYER IDENTIFICATION NO. | | |

(Return Page Two with Your Offer)

| | | | | |
|--|--|--|-----------|-----------|
| <p>HOME OFFICE ADDRESS (Address for offeror's home office / principal place of business)</p> | <p>NOTICE ADDRESS (Address to which all procurement and contract related notices should be sent.) (See "Notice" clause)</p> | | | |
| | Area Code | Number | Extension | Facsimile |
| | E-mail Address | | | |
| <p>PAYMENT ADDRESS (Address to which payments will be sent.)</p> | <p>ORDER ADDRESS (Address to which purchase orders will be sent)</p> | | | |
| <input type="checkbox"/> Payment Address same as Home Office Address <input type="checkbox"/> Payment Address same as Notice Address (check only one) | | <input type="checkbox"/> Order Address same as Home Office Address <input type="checkbox"/> Order Address same as Notice Address (check only one) | | |

MINORITY PARTICIPATION- Are you a Minority Business Enterprise: Yes No
 If yes, please include a copy of your certification.

END OF MANDATORY FORM

Request for Proposals
for
Pre-Construction Services
and
Construction Phase Services

I. GENERAL INFORMATION

It is the intention of the Spartanburg School District 2 (the "Owner") to select one contractor to provide expertise to the Owner in Pre-Construction Phase Services and Construction Phase Services ("CM at Risk") for the construction of a proposed new maintenance office site, a transportation site and an Upstate Family Resource Center, as described in Section II. This work shall be performed pursuant to an AIA form contract as modified by the Owner, with a guaranteed maximum price (GMP).

The selected Contractor will serve as an integral member of the project team providing expertise during the Pre-Construction Phase. The Contractor's expertise should include, but not be limited to, knowledge of construction means and methods, knowledge of materials and placement methods, cost estimating/value engineering, and skilled trade considerations. The owner places significant emphasis on similar experience to that described herein. The services related to Pre-Construction Phase activities will include, but are not limited to, cost estimating, development of a project scope, project scheduling, construction packaging and phasing, permitting/process planning and coordination of the subcontractor/vendor solicitation, sub-contractor pre-qualification, projection of construction cost and cash flow, and value engineering.

The Contractor and Owner will agree to an amendment of the contract in which the scope of construction services and a Guaranteed Maximum Price (GMP) for the Construction Phase of the project will be determined.

By way of information, all proposers should understand that all or any portion of a proposed Project is subject to approval of the Spartanburg School District 2 Board of Trustees ("Board"). Accordingly, the Owner reserves the right to accept or reject any proposal. Finally, the entire solicitation, procurement, and any contractual relationships related to this RFP are subject to the Owner's Procurement Code, including its dispute resolution and remedies limitations and procedures. At the discretion of Owner, if it becomes necessary to revise or clarify any part of this RFP, an addendum will be posted on the Solicitations and Awards website located under Departments/Finance/Procurement at <http://www.spartanburg2.k12.sc.us>. It is the Proposer's responsibility to check this web site periodically to determine if any addenda have been issued. Any addendum issued by Owner shall become a formal part of this Request for Proposal. Owner 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. By submitting a solicitation response, the proposer acknowledges that it has had the opportunity to inquire about this solicitation, the Owner's Procurement Code, and all other Owner policies, and that the proposer generally has familiarized itself with the available current public information concerning the Owner.

The Owner does not discriminate on the basis of age, sex, ethnic origin, religion, or disability in accordance with applicable laws and regulations. The Owner is an Affirmative Action/Equal Opportunity Employer. The District also recognizes that the General Assembly, in SC Code Ann. 11-35-5210, has declared that business firms owned and operated by minority persons have been historically restricted from full participation in our

free enterprise system to a degree disproportionate to other businesses. The Board intends to ensure that those businesses owned and operated by minorities are afforded the opportunity to fully participate in the overall procurement process of the District. The Board therefore sets these procedures that will result in awarding contracts and subcontracts to minority business firms in order to enhance minority capital ownership, overall District and state economic development and reduce dependency on the part of minorities. For purposes of this Article, the term "minority business" means a business holding a Certificate of Eligibility issued by the South Carolina Small and Minority Business Assistance Office (SMBAO). (SC Reg § 19-455.2160(B))

Proposed Schedule for Contractor Selection:

| RFP ESTIMATED TIME LINE | DATES |
|--|---|
| Issuance of Request for Proposals | November 27, 2017 |
| District Offices Closed | November 22-24, 2017 December 22, 2017-January 5, 2018 |
| Site Visits (meet at District Office at 1:45pm) | December 6, 2017 2pm |
| Deadline for questions | December 6, 2017 by 5pm |
| Anticipated date to submit answers | December 8, 2017 |
| Proposals Due | December 18, 2017 at 2pm |
| Anticipated Date of Short-Listing Notice(s) | January 12, 2018 |
| Anticipated Date of Interviews | January 19, 2018 |
| Anticipated Date of Notice(s) of Intent to Award | By February 14, 2018 |

II. DESCRIPTION OF PROPOSED PROJECTS

The Owner intends to hire one general contractor / construction manager at risk to complete construction as outlined below.

The new Maintenance Facility and Upstate Family Resource Center (UFRC) are planned to be located on a 14-acre site that the District owns on Blalock Road in Boiling Springs. The tax map for the property is 2-44-00-028.00. The Maintenance Facility and UFRC will replace their current facilities, both constructed in the 1930s and located on 64 acres of land the District is in the process of marketing. Another building on that site we will replace as part of this project is the Transportation Office and parking lot. This facility will be relocated to 41 acres of land the District owns on Fosters Grove Road in Chesnee. The tax map for that property is 2-39-00-051.00. The Maintenance Facility will be a 20,000 SF metal building with another 7,000 SF facility for parking of maintenance vehicles and equipment. The estimated budget of \$4.5 million includes architect/engineering fees, site work, construction costs, and utilities. The UFRC will be a 10,000 SF metal building with an estimated budget of \$2.5 million which includes architect/engineering fees, site work, construction costs, and utilities. The Transportation Office will be a 2,500 SF building with offices, meeting space and restrooms with a paved, lighted and fenced bus parking area for 100 buses. The estimated budget of \$600,000 includes architect/engineering fees, site work, construction costs, and utilities. The District has already contracted with local firms to complete the boundary surveys, a geotechnical study, and an environmental phase one investigation. The due diligence studies are expected to be substantially completed by the time of award. There will be no acquisition costs for the land as both parcels are currently owned by the District. The District anticipates sale of the 64 acres and concomitant facilities and desires to vacate them by

August of 2019, at which time all construction work and outfitting with technology, furniture and equipment must be complete and ready for occupancy. Providing Community involvement and monthly reporting will be part of the design team's responsibilities. Detailed programming will need to be completed by the designer, with help from a District assigned team. Project delivery will be pursuant to the AIA 2009 CMc family. The District currently has an RFQ out for Architectural Design Services with an Intent to Award to Jumper Carter Sease.

III. SELECTION PROCESS

The selection of the Contractor will be by a Selection Committee consisting of representatives of the Owner. The Selection Committee will receive and review the Proposals and conduct interviews, if necessary.

Phase I -Proposal Evaluation

The Proposals will be evaluated against specified criteria and required submittals to determine the most responsible and responsive firm for this project. The specified criteria are as follows:

1. Firm Overview & Proposed Management Team (30%)
2. Relevant Construction Experience (35%)
3. Proximity to Site (5%)
4. Approach to CM-at-Risk (10%)
5. Claims History (5%)
6. Financial Information (5%)
7. CM Fees (5%)
8. Involvement of Minority and Small Business Enterprise & Local Participation (5%)

*Note: Item 7 will be used as a basis for negotiation with the highest ranked firm. In the event that these items cannot be negotiated to mutually acceptable amounts, the Owner will proceed to negotiations with the 2nd highest ranked firm.

After completion of the proposal evaluations, the highest ranked Offeror might be contacted for a personal presentation or demo of the products and services covered under this solicitation. The number of Offerors selected for such presentations or demos is at the discretion of the Owner.

Phase II -Interviews

Contractors chosen for interviews will be notified of the place and time that the interview will be conducted. The interview criteria will also be given to the shortlisted firms at that time.

Negotiation and Signing of Contract

When it appears an acceptable contract has been negotiated, the contract will be presented to the District Two Board of Trustees. As provided by the District Two Procurement Code (Sec. 3220.7), "The Superintendent or a designee shall negotiate a contract for services with the most qualified person or firm at a compensation that is fair and reasonable to the District. If the Superintendent or designee is unable to negotiate a satisfactory contract with this person or firm, negotiations must be terminated formally. Negotiations must commence in the same manner with the second and then the third most qualified until a satisfactory contract is negotiated. If an agreement is not reached with one of the three, additional persons or firms in order of their competence and qualifications must be selected after consultation with the District Selection Committee, and negotiations must be continued in the same manner until agreement is reached."

IV. SUBMITTAL REQUIREMENTS/PROPOSAL FORMAT

Submission of proposals indicates Respondent's acceptance of the evaluation technique and Respondent's recognition that some subjective judgments must be made by Owner during the determination of ranking order and award.

The Owner reserves the right to select or reject any and all responses as a result of this Request for Proposal. The Owner is not liable for any costs incurred by any person or firm responding to this Request for Proposal.

Cover Letter

Each proposal shall include a one-page cover letter at the beginning of the proposal. The cover letter shall provide a brief overview, and summarize the key strengths of the submitting firm.

1. **Firm Overview & Proposed Management Team (30%)**: Briefly describe your firm, its officers, and executive management. Explain your company philosophy as a Construction Manager, including any unique aspects of your firm that separate you from your competitors. Factors such as years-in-business and work experience will be considered. Furnish an organizational chart for your firm specifically indicating those who will be involved in this project, the amount of time they will be assigned to the project and their specific assignments, resumes, and construction experience. Please include detailed resumes of the onsite management team proposed (both Project Manager and Superintendent).

Company Information

1. History of company, including ownership and key management.
2. Location of corporate headquarters and other divisional offices.
3. Location of office(s) which will be involved in this project during both pre-construction and construction.
4. Provide a current copy of State of South Carolina Contractors/Construction Manager's License. Appropriate business licenses will be required prior to project award.

Pre-construction and Construction Project Team

1. Provide resumes describing your anticipated Project Team, along with their individual and team experience in projects similar in nature to the proposed project.
2. Include an organizational chart identifying key individuals and their responsibilities.
3. Specifically identify your assigned Project Manager and possible Superintendent for the Project. The proposed Project Manager must be present at the RFP interviews, and the selected firm must commit to maintain the same person as Project Manager for the entire duration of the Project.

2. **Relevant Construction Experience (35%)**: Specifically identify the top ten (10) most similar projects your firm has completed, and include the following information, emphasizing your firm's CM-at-Risk experience on public projects and prior experience in educational planning, pre-construction and construction of K-12 public schools:

- a. Project name, location & description
- b. Original GMP compared to final cost
- c. Original schedule compared to actual completion time
- d. Reference for the project with name, address and a current telephone number

For the past three years, provide the following information:

- a. Indicate any such project where liquidated damages were assessed against your firm for failure to achieve substantial completion within the contract time, and describe the circumstances of the same.
- b. Identify any such project in which your firm made a claim or change order request for acceleration damages, and describe the circumstances of the same.
- c. Identify any such project, or proposed project, in which your firm was terminated (whether for cause or for convenience) by the owner, and describe the circumstances of the same.

Provide descriptions of new schools constructed by your firm that are most comparable to the proposed project scope (Section II) in which your firm has been involved over the last five years (at least two must be completed). Include the services provided, the Project Team members, schedules, contract method, bid cost, final cost, and references.

3. **Proximity to Site (5%)**: Identify the location of the managing home office and its proximity to Spartanburg, South Carolina. Describe how your company would provide adequate supervision, oversight, and involvement from company executives/owners.

4. **Approach to CM-at-Risk (10%)**: Describe your general approach to the cost, bidding, schedule, quality control, and safety methods for this project as they relate to CM-at-Risk.

- a. Describe your firm's project management systems and how your firm intends to provide pre-construction and construction management services.
- b. Describe the bidding process your firm will use to select sub-contractors.

5. **Claims History (5%)**: List all litigations, arbitrations, and mediations in which the firm has been involved in the past ten (10) years and indicate the disposition of each such claim, the name of the owner, and the nature of the claim.

6. **Financial Information (5%)**: Provide a reviewed and/or audited financial statement, balance sheet and income statement for the firm, prepared by a certified public accountant. The financial statement must be within 6 months of year end, but in no case more than 18 months old. Provide a compliance letter from your bonding company showing consent to provide 100% Performance and Payment Bonds for your services as a Contractor. Each respondent shall provide a certificate of insurance detailing their firm's present coverage and limits. Insurance agent shall certify that they are licensed to perform business in the State of South Carolina. The certificate of insurance should be addressed to Owner and be dated within 30 days of the RFP due date.

- a. Describe all instances of project disputes, which, in the last five years, reached the level of:
 1. Formal mediation, arbitration, or litigation;
 2. Significant settlements with clients, contractors, or sub-contractors; or
 3. Current significant pending claims or suits.

For each dispute, describe the parties involved, the nature of the dispute, and the amount of the dispute. Please provide this information for all such disputes arising out of the firm's projects, regardless of whether the firm was a party or witness in the dispute.

- b. Identify any occasion in the past five (5) years where any Surety was required to pay any claim against any Payment Bond furnished by the Proposer for any project.
- c. Identify any occasion in the past five (5) years where any Surety was required to render or secure performance due to any owner under any Performance Bond furnished by the Proposer for any project.
- d. Identify any occasion in the past five (5) years where any Surety requested any owner of a project in which the Proposer had furnished Performance and/or Payment Bonds to make any payment(s) by joint check to the Proposer and Surety.
- e. Provide a certificate showing your current Commercial General Liability (CGL) insurance policy and any other insurance policies that would be applicable to the Project.
- f. Provide your current bonding rate schedule.

7. **CM Fees (5%):**

1. Pre-Construction Services Fee: Provide a lump sum fee for the project's pre-construction services listed in Attachment A. Services will include field verification, constructability reviews, pre-construction, and cost estimating. Please provide a lump sum rate for the above services.
2. Construction Fee: Propose a Percentage of the Cost of the Work for the project on Attachment A. The Guaranteed Maximum Price (GMP) consists of the Cost of the Work plus the Construction Fee for the project.

8. **Involvement of Minority & Small Business Enterprise & Local Participation (5%):** It is the desire of the Spartanburg School District Two that minority-owned business enterprises (MBE) and small business enterprises (SBE) have a fair and equal opportunity to participate in the project. The Contractor(s) shall demonstrate its program for providing opportunity for local subcontractors and suppliers to compete for contracts to provide goods, services and/or construction.

V. REVIEW AND EVALUATION

POTENTIAL AND ACTUAL PROPOSERS SHALL NOT CONTACT MEMBERS OF THE DISTRICT TWO BOARD OF TRUSTEES OR THE DISTRICT SELECTION COMMITTEE AT ANY TIME DURING THE

EVALUATION AND SELECTION PROCESS WITH THE PURPOSE OF INFLUENCING THE OUTCOME OF THE COMPETITION. All communication concerning the solicitation shall proceed through the Procurement Department.

Following receipt of sealed proposals from all interested persons and firms, a District Selection Committee will evaluate proposals and 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 sealed proposals in response to the advertisement, prior to the date selected for the interviews.

The firm's proposed Executive-in-Charge and Senior Project Manager must attend the interview and be accompanied by the proposed additional project managers, superintendent, estimators, and quality control staff.

The primary 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 short-listed firms with regard to the project and the Owner's needs. The Owner's preference being for an interactive discussion of key issues and to hear the proposer's responses to interview questions. Questions will not be distributed to interviewees in advance.

The highest-ranked firm shall have the first opportunity to negotiate a contract for the required services.

III. REVIEW AND EVALUATION

POTENTIAL AND ACTUAL PROPOSERS SHALL NOT CONTACT MEMBERS OF THE SCHOOL BOARD OR THE DISTRICT SELECTION COMMITTEE AT ANY TIME DURING THE EVALUATION AND SELECTION PROCESS WITH THE PURPOSE OF INFLUENCING THE OUTCOME OF THE COMPETITION. All communication concerning the solicitation shall proceed through the Procurement Department.

Following receipt of information from all interested persons and firms, a District 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.

The firm's proposed Executive-in-Charge and Senior Project Manager must attend the interview and be accompanied by the proposed additional project managers, superintendent, estimators, and quality control staff. No more than one person who is not actively engaged in the execution of the project may accompany the team in the interview.

The primary 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 short-listed firms with regard to the project(s) and the owner's needs. Elaborate one-sided presentations are discouraged, the Owner's preference being for an interactive discussion of key issues and to hear the proposers' responses to interview questions. Questions will not be distributed to interviewees in advance.

Following interviews, any additional reference checks, and site visits the Selection Committee or its designees chooses to make in the evaluation process for each project, the Selection Committee shall identify and rank the firms which, in its judgment, are well qualified to perform General Contracting services necessary to the

District's capital program. The highest-ranked firm shall have the first opportunity to negotiate a contract for the required services, followed by the second-highest ranked firm, and so forth.

Any contract formed hereunder will provide for (1) termination for convenience without liability for lost profits, overhead, consequential damages, third-party reliance upon the continued existence of the contract, or any other measure of damages or restitution; (2) exclusivity of the dispute resolution procedures of the District's Procurement Code; (3) procedural joinder of all parties to the project as necessary in the opinion of the District for resolution of disputes with common or related facts or legal responsibilities; and (4) the District's right to approve key personnel and consultants.

When it appears an acceptable contract has been negotiated, the contract will be presented to the District's School Board for their approval or rejection. As provided by the District Procurement Code, "The Superintendent, or a designee, shall negotiate a contract for services with the most qualified person or firm at a compensation that is fair and reasonable to the District. If the Superintendent or designee, is unable to negotiate a satisfactory contract with this person or firm, negotiations must be terminated formally. Negotiations must commence in the same manner with the second and then the third most qualified until a satisfactory contract is negotiated. If an agreement is not reached with one of the three, additional persons or firms in order of their competence and qualifications must be selected after consultation with the District selection committee, and negotiations must be continued in the same manner until agreement is reached."

GENERAL TERMS & CONDITIONS

This solicitation does not commit the District to award a contract, to pay any costs incurred in the preparation of the proposal or to procure any goods or services.

The Procurement Code and Regulations of Spartanburg School District Two shall govern and supersede any and all documents, proposals and policies, whether stated or implied.

The District assumes no responsibility for the delivery of any solicitation, addendum, solicitation response, or any other such correspondence by the US Postal Service, electronic transmission, facsimile, or any other method. Any contract formed hereunder will provide for (1) termination for convenience without liability for lost profits, overhead, consequential damages, third-party reliance upon the continued existence of the contract, or any other measure of damages or restitution; (2) exclusivity of the dispute resolution procedures of the District's Procurement Code; (3) procedural joinder of all parties to the project as necessary in the opinion of the District for resolution of disputes with common or related facts or legal responsibilities; and (4) the District's right to approve key personnel and consultants.

Addenda: Addenda shall be issued prior to the RFP submittal date and time for the purposes of modifying or interpreting the proposal instructions through additions, deletions, clarifications, or corrections. At the discretion of the District, if it becomes necessary to revise or clarify any part of this solicitation, an addendum will be posted under **"Departments/Procurement"** at www.spart2.org . Because this solicitation is posted electronically, the Owner may not be aware of all potential proposers, particularly those that attained a copy from this website or other unknown sources. It is the proposer's responsibility to check this website periodically to determine if any addenda have been issued. Any addenda issued by the District shall become a formal part of this proposal. Addenda shall be forwarded to all potential offerors who are known by the District to have received a complete copy of the solicitation. No addenda shall be issued later than three (3) days prior to the submittal date except to

a) withdraw the solicitation, or b) to postpone the submittal date and time. The District, Procurement Officer, or other District employee, shall not be legally bound by any amendment or interpretation that is not in writing.

Proposal as Offer to Contract: By submitting your Proposal, you are offering to enter into a contract with the District. Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror. The Offeror 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.

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.

Confidentiality: Ownership of all data, material and documentation originated and prepared pursuant to this bid shall belong exclusively to the District and be subject to public inspection in accordance with the Freedom of Information Act. However, commercial and/or financial information which is confidential or privileged included in proposals will not be disclosed if such information has been identified by the firm as confidential. All firms who wish to have selected information in their proposals remain confidential must visibly mark as "Confidential" each page of the proposal they consider to contain proprietary information.

Offeror Responsibility: The Offeror alone will be held solely responsible to the District for performance of all Offeror obligations under any contract resulting from their proposal.

Correction of Errors on the Proposal Form: All prices and notations should be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the bid. Erasures or use of typewriter correction fluid may be cause for rejection. No proposal shall be altered or amended after specified time for opening.

Proposal Expenses: The District or any of its representatives shall not be held responsible for any expenses incurred in the preparation or subsequent presentation of the vendor's response to this solicitation.

Unlawful Acts: The District interprets a signed proposal as signifying that the accompanying proposal is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under the state of South Carolina or United States laws.

Withdrawal of Proposal Response: A proposal response cannot be withdrawn after it is filed, unless the respondent makes a written request to the Director of Procurement prior to the last date and time set for receipt of the proposal responses. If the District fails to accept the response or award a contract within 30 (thirty) days after the proposal opening date, the respondent must inform the District, in writing, that they do not wish for their response to continue to be considered.

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, Section 44-107-10 through 44-107-90, S.C. Code Ann, (1976) and as amended.

Equal Opportunity: The successful firm agrees not to refuse to hire, discharge, promote, demote, or to otherwise discriminate in matters of compensation against any person otherwise qualified solely because of race, creed, sex, national origin, ancestry or physical handicap.

Governing Laws: 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.

Indemnification: The vendor(s) shall agree to hold the District harmless and to indemnify the District from every expense, liability, or any payment arising out of or through injury (including death) to any person(s) or damage to any property of any location in which work is located arising out of or suffered through any at or omission of the vendor(s).

Interpretations: If any questions arise from this solicitation, respondents must contact the District's Director of Procurement. Any response to the respondent's request for interpretation of documents will be made by addendum if the Director of Procurement believes the interpretation is not clear in the proposal document. The District will not be responsible for any other explanation or interpretations.

Ethics Act: By submitting an Offer, You certify that you are in compliance with South Carolina's Ethics, Government Accountability, and Campaign Reform Act of 1991, as amended. The following statutes require special attention: (a) Offering, giving, soliciting, or receiving anything of value to influence action of public employee Section 8-13-790, (b) Recovery of kickbacks Section 8-13-790, (c) Offering, soliciting, or receiving money for advice or assistance of public official Section 8-13-720, (d) Use or disclosure of confidential information Section 8-13-725, and (e) Persons hired to assist in the preparation of specifications or evaluation of bids Section 8-13-1150.

Rejection/Cancellation: 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 or all informalities or technicalities in order to serve the best interest of the District.

Responsiveness/Improper Offers:

- a. Responsiveness. Any Offer which fails to conform to the material requirements of the Solicitation may be rejected as non-responsive. Offers which impose conditions that modify material requirements of the Solicitation may be rejected. If a fixed price is required, an Offer will be rejected if the total possible cost to the District cannot be determined. Offerors will not be given an opportunity to correct any material nonconformity. Any deficiency resulting from a minor informality may be cured or waived at the sole discretion of the Procurement Officer.
- b. Price Reasonableness: Any offer may be rejected if the Procurement Officer determines in writing that it is unreasonable as to price.

Illegal Immigration (Nov. 2008): (An overview is available at www.procurement.sc.gov): 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 District 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.

Iran Divestment Act of 2014: By submission of this proposal, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each proposer is not on the list created pursuant to Section 11-57-310 (South Carolina Code of Laws).

Open Trade Representation: By submitting an Offer, Offeror represents that Offeror is not currently engaged in the boycott of a person or 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. (02-2A083-1)

Open Trade: During the contract term, including any renewals or extensions, Contractor will not engage in the boycott of a person or an entity in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300. (07-7A053-1)

Right to Protest: Any prospective Offeror or subcontractor who is aggrieved in connection with the solicitation of a contract shall protest to the Director of Procurement within ten 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.

Authorization and Acceptance: The proposal must be signed by an authorized individual who may bind the Offeror to these services in accordance with the requirements contained in this solicitation (RFP). The proposal must contain a statement to the effect that your bid is firm for a period of thirty (30) days from the proposal due date or longer if so required by the District.

Posting of Award: Notice of Award or Intent to Award will be posted at <http://www.spart2.org/departments/finance/procurement>

Qualifications as to Experience and Years in Business: The Director of Procurement may, in his or her discretion, consider (a) the experience of a predecessor firm or of a firm's key personnel which was obtained prior to the date offeror was established, and/or (b) any subcontractor proposed by offeror.

Termination: Subject to the provisions below, the contract may be terminated for any reason by the Procurement Department providing a 30-day advance notice in writing to the contractor.

- a. Termination for Non-appropriations: Any contract formed hereunder is payable from Owner appropriations. In the event no funds or insufficient funds are appropriated and budgeted in any fiscal

year for payments due under a contract made pursuant to this solicitation, the Owner shall immediately notify proposer of such occurrence, but the Owner shall have no further obligation as to such current or succeeding fiscal year and the contract shall be null and void, except as to the portions of payments herein agreed upon for funds which shall have been appropriated and budgeted.

- b. Termination for Convenience: Any contract formed hereunder will be deemed to provide that, in the event that the contract is terminated or canceled upon requires and for the convenience of the Owner, then the Owner 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.

Insurance Requirements: The successful Offeror agrees to provide, maintain and certify to the District that the following insurance is in effect:

- a. Comprehensive general liability insurance: \$1,000,000.
- b. Whereby any contractor owned vehicle is used on District property under this contract:
 - Bodily injury \$100,000 each occurrence
 - Property damage \$100,000
 - Auto liability of \$1,000,000
- c. Workers Compensation Insurance – Statutory Limits
- d. If work is being performed on district premises, then the vendor must have Spartanburg School District Two added as an “additional insured” on their General Liability policy.
- e. The bidder shall furnish Spartanburg School District Two Certificates of Insurance within 21 working days after acceptance of a contract.
- f. Spartanburg School District Two must have ten (10) days notice of cancellation or change in insurance coverage, and give its approval.

Compliance with Procedures: Contractor shall comply with all procedural instructions that may be issued from time to time by the District. However, the terms and conditions of the contract will not change.

Examination of Records:

- a. The District shall have until three (3) years after final payment under this contract access to and the right to examine any of the Contractor’s directly pertinent books, documents, papers or other records involving transactions related to this contract.
- b. The contractor agrees to include in first-tier subcontracts under this contract, a clause to the effect that the Superintendent of Spartanburg School District Two, or his/her duly authorized representative(s), shall, until three (3) years after final payment under the subcontract, have access to and the right to examine any of the subcontractor’s directly pertinent books, documents, papers or other records involving transactions related to the subcontract(s).

Explanation to Prospective Bidders/Proposers:

- a. Any prospective Proposer desiring an explanation or interpretation of this solicitation shall request it in writing soon enough to allow a reply to reach all prospective Proposers before submission of their proposals.
- b. Oral explanation and/or instructions given before the award of the contract shall not be binding.
- c. Any information given to a prospective Proposer pertaining to this solicitation shall be furnished promptly to other prospective Proposers as an amendment, if that information is necessary in submitting proposals or if the lack of it would be prejudicial to other prospective Proposers.

Miscellaneous

- a. The selected Contractor shall be required to hold a publically advertised pre-bid meeting, covering all projects, prior to accepting bids to be used in preparation of the GMP. Owner prefers the Contractor obtains a minimum of 3 qualified, competitive bids for all work in excess of 3% of the total construction costs.
- b. Owner reserves the right to pre-qualify and/or approve subcontractors.

Form of Agreement

The agreement between the Owner and the Contractor will be the AIA A133-2009 Standard Form of Agreement between Owner and Construction Manager as constructor where the basis of payment is the Cost of the Work plus Fee with a Guaranteed Maximum Price, as modified by the Owner and Contractor(s) in pre-execution negotiations. The GMP Agreement will be incorporated in the agreement by amendment upon completion of the GMP amendment by the Contractor(s) and acceptance by the Owner.

Attachment A

**Construction Management at Risk Services for Spartanburg School District Two
Solicitation**

Pre-Construction Phase Services Fees:

New Transportation Center: \$ _____

New Maintenance Center: \$ _____

New Upstate Family Resource Center: \$ _____

Construction Phase Services Fee (state as a % of the Cost of the Work in the GMP Agreement):

New Transportation Center: % _____

New Maintenance Center: % _____

New Upstate Family Resource Center: % _____

Name of Offeror

Authorized Signature

Date