

	<b>Spartanburg School District 2</b>  <b>Request for Proposals</b>	Solicitation Number: 1809  Date: November 14, 2017  Procurement Official: Kacey Austin Phone: (864) 515-5135 E-Mail Address: Kacey.austin@spartanburg2.k12.sc.us	
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**DESCRIPTION: Construction Management at Risk Consulting Services for Spartanburg School District 2**

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

SUBMIT OFFER BY: **November 29, 2017 @ 2:00PM**

QUESTIONS MUST BE RECEIVED BY: **November 20, 2017, by 12:00PM**

NUMBER OF COPIES TO BE SUBMITTED: **One (1) original, Four (4) copies, 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# 1809 Construction Management at Risk Consulting Services for Spartanburg School District 2**

Spartanburg School District 2

3231 Old Furnace Rd.

Chesnee, SC 29323

Attention: Procurement

<b>AWARD &amp; AMENDMENTS</b>	Award will be posted at the Physical Address stated above, and on the website below, on or before, December 15, 2017. The award, this solicitation, and any amendments will be posted at the following web address: <a href="http://www.spart2.org/departments/finance/procurement">http://www.spart2.org/departments/finance/procurement</a> <b>It is the responsibility of the offeror to check this website for amendments.</b>
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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.

<b>NAME OF OFFEROR</b> (Full legal name of business submitting the offer)		
<b>AUTHORIZED SIGNATURE</b>  (Person signing must be authorized to submit binding offer to enter contract on behalf of Offeror named above.)		
<b>TITLE</b> (Business title of person signing above)		
<b>PRINTED NAME</b> (Printed name of person signing above)	<b>DATE SIGNED</b>	
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.		
<b>STATE OF INCORPORATION</b>		(If offeror is a corporation, identify the state of Incorporation.)
<b>TAXPAYER IDENTIFICATION NO.</b>		

(Return Page Two with Your Offer)

<p><b>HOME OFFICE ADDRESS</b> (Address for offeror's home office / principal place of business)</p>	<p><b>NOTICE ADDRESS</b> (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><b>PAYMENT ADDRESS</b> (Address to which payments will be sent.)</p>	<p><b>ORDER ADDRESS</b> (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)			

<p><b>MINORITY PARTICIPATION-</b> Are you a Minority Business Enterprise: Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>If yes, please include a copy of your certification.</p>
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**END OF MANDATORY FORM**

## I. SCOPE OF SOLICITATION

### **CM At Risk Consulting Services**

Spartanburg County School District 2 (hereinafter, “the District”) invites individuals or firms to submit a sealed proposal to provide “CM at Risk Consulting Services” in accordance with the requirements of this solicitation, for the following scope of work:

- (1) Coordinate work of special consultants other than those included under the architect contract including, without limitation, soils, hazardous materials, special inspections, surveys, wetlands and environmental assessments;
- (2) Attend coordination/planning meetings on behalf of the District;
- (3) Monitor schedules for compliance;
- (4) Review pay applications;
- (5) Attend progress meetings on behalf of the District;
- (6) Assist in refining the scope of projects

#### **Proposed Schedule:**

RFP ESTIMATED TIME LINE	DATES
Issuance of Request for Proposals	November 14, 2017
District Offices Closed	November 22-24, 2017
Deadline for questions	November 20, 2017 by 12PM
Proposals Due	November 29, 2017 at 2:00pm
Anticipated Date of Short-Listing Notice(s)	December 8, 2017
Anticipated Date of Interviews	December 14, 2017
Anticipated Date of Notice(s) of Intent to Award	By December 15, 2017

**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# 1809 Questions**  
Spartanburg School District 2  
3231 Old Furnace Rd.  
Chesnee, SC 29323  
Kacey.austin@spartanburg2.k12.sc.us

Furnish one (1) original and four (4) 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:  
CM at Risk Consulting Services  
RFP # 1809**

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 **November 29, 2017, at 2:30 p.m.**, at which time the names of the proposers will be publicly read aloud. No further information will be provided at the opening. 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 Spartanburg 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.

## GENERAL INFORMATION

### I. SCOPE OF WORK

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 related to this project that has an anticipated notice of intent to award of November 21, 2017.

- a. Architectural Firms. The following architects have submitted for this project: AAG Architects, Jumper Carter Sease, LS3P. One of these three firms will be selected on November 21, 2017.
- b. Scope of Services. It is the intention of the District to select one or more individuals or firms to provide expertise to the District for the construction of the projects described above. The following is the scope of work of the consultant:
  - (1) Coordinate work of special consultants other than those included under the architect contract including, without limitation, soils, hazardous materials, special inspections, surveys, wetlands and environmental assessments;
  - (2) Attend coordination/planning meetings on behalf of the District;

## CM At Risk Consulting Services

- (3) Monitor schedules for compliance;
- (4) Review pay applications;
- (5) Attend progress meetings on behalf of the District;
- (6) Assist in refining the scope of projects

This solicitation is being conducted to select highly qualified individuals or firms with the demonstrated capability to help implement the District's plan to build new maintenance and transportation centers and an Upstate Family Resource Center. The District reserves the right to award contracts for separate projects or groups of projects upon due consideration of the responses and needs of each project and the District as a whole, in the District's best interest.

## **II. Proposal Contents**

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

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

The proposer must clearly mark any portions of the submitted proposal that are to be treated by the District as proprietary and confidential information. Proprietary and confidential information submitted by a proposer will not be subject to public disclosure, but the proposer must invoke this protection by stating so in writing. The proprietary or trade secret material submitted must be identified by a distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secrets or proprietary information.

The proposal must contain the following information:

- (1) Provide information on the proposer's background to include number of years in business, size of firm, location of main office, and the services available.
- (2) Identify the proposer's expertise with public school construction programs by providing a list of key projects completed during the last five years, including detailed contact information for these projects.
- (3) Provide résumés of key personnel.
- (4) Provide references for the proposer for past work providing the services described in the scope of work.
- (5) List all litigation, arbitration, and mediation in which the proposer has been involved in the past five years, and indicate the disposition of each item listed, the name of the owner or school district, and the nature of the claim.

### **III. Evaluation Criteria**

The proposals will be evaluated using the following criteria, in order of the most important attribute to the least important:

- (1) Proposer's qualifications and key personnel (40%)
- (2) Practical knowledge of and experience with construction delivery methods and program controls for public school construction (40%)
- (3) Claims history (20%)

### **IV. Selection Process**

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, but should address questions to the Procurement Officer as instructed elsewhere in this RFP.

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 proposals from all interested persons and firms, the selection committee will hold interviews with at least three proposers who are deemed qualified on the basis of information available prior to the interviews. A list of those selected for interview will be sent to those 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 will hold interviews with those that did respond. The selection committee's determination as to which will be interviewed will be in writing and will be based upon its review and evaluation of all submitted materials. The written report of the committee will 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 will 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 individuals or firms.

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

The projects may be awarded to more than one individual or firm. Therefore, proposals may be chosen for intended award notwithstanding the existence of a higher-ranked individual or firm if the higher-ranked is chosen for another intended award.

Thereafter, as provided by the District's Procurement Code, the District will negotiate and approve acceptable contracts.

## **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 a 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 a 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 particularity 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**

Spartanburg School District 2 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 Spartanburg School District 2 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.