

	<b>Spartanburg County School District Five</b>	Solicitation Number: <b>2021-003</b> Date Issued: 09/25/20 Procurement Director: Barry Reese Phone: (864) 949-7628 E-Mail Address: barry.reese@spart5.net
	<b>REQUEST FOR PROPOSAL</b>	

DESCRIPTION: **CONSTRUCTION MANAGEMENT AT RISK**

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

<b>SUBMIT YOUR SEALED PROPOSAL TO EITHER OF THE FOLLOWING:</b>	
<b>MAILING ADDRESS:</b> Spartanburg County School District Five P. O. Box 307 Duncan, SC 29334 Attn: Barry Reese	<b>PHYSICAL ADDRESS:</b> Spartanburg County School District Five 100 North Danzler Road Duncan, SC 29334 Attn: Barry Reese

SUBMIT OFFER BY (Opening Date/Time): **October 28, 2020 – 1:00 PM**

QUESTIONS MUST BE RECEIVED BY: **October 14, 2020 – 1:00 PM**

NUMBER OF COPIES TO BE SUBMITTED: **Original & thumb drive with pricing, marked “ORIGINAL” & eight (8) copies without pricing, marked “COPY”**

CONFERENCE TYPE: Mandatory Pre-Proposal Meeting DATE & TIME: <b>October 7, 2020 10:00 AM</b>	LOCATION: <b>District Five Fine Arts Center, 150 East Main St, Duncan, SC 29334</b>
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<b>AWARD &amp; AMENDMENTS</b>	Notice award, this solicitation, any amendments, and any related notices will be posted at the following web address: <a href="http://www.spart5.net/procurement">www.spart5.net/procurement</a>
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**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 thirty (30) calendar days after the Opening Date.

NAME OF OFFEROR  <small>(full legal name of business submitting the offer)</small>	Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror. 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, partnership, sole proprietorship, etc.	
AUTHORIZED SIGNATURE  <small>(Person must be authorized to submit binding offer to contract on behalf of Offeror.)</small>	TAXPAYER IDENTIFICATION NO.	
TITLE  <small>(business title of person signing above)</small>		
PRINTED NAME  <small>(printed name of person signing above)</small>	DATE SIGNED	STATE OF INCORPORATION  <small>(If you are a corporation, identify the state of incorporation.)</small>

OFFEROR'S TYPE OF ENTITY: (Check one) <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Other _____ <input type="checkbox"/> Corporate entity (not tax-exempt) <input type="checkbox"/> Corporation (tax-exempt) <input type="checkbox"/> Government entity (federal, state, or local)
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<b>HOME OFFICE ADDRESS</b> (Address for offeror's home office / principal place of business)	<b>NOTICE ADDRESS</b> (Address to which all procurement and contract related notices should be sent.)
	_____ Area Code - Number - Extension                      Facsimile
	_____ E-mail Address

<b>PAYMENT ADDRESS</b> (Address to which payments will be sent.)	<b>ORDER ADDRESS</b> (Address to which purchase orders will be sent)
_____ Payment Address same as Home Office Address _____ Payment Address same as Notice Address <b>(check only one)</b>	_____ Order Address same as Home Office Address _____ Order Address same as Notice Address <b>(check only one)</b>

<b>ACKNOWLEDGMENT OF AMENDMENTS</b> Offerors acknowledges receipt of amendments by indicating amendment number and its date of issue.							
Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date

<b>DISCOUNT FOR PROMPT PAYMENT</b>	10 Calendar Days (%)	20 Calendar Days (%)	30 Calendar Days (%)	_____ Calendar Days (%)
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<b>MINORITY PARTICIPATION</b> Are you a South Carolina Certified Minority Vendor? <b>Yes</b> _____ <b>No</b> _____ If yes, South Carolina Certification # _____
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## INSTRUCTIONS TO BIDDERS/PROPOSERS

1. All proposal sheets and this form must be submitted in a sealed container. The face of the container shall contain the proposal title, the solicitation number (2021-003), and the date & time of proposal opening. Proposals not properly submitted and signed are subject to rejection. The District assumes no responsibility for unmarked or improperly marked containers. All proposers must submit one (1) original (marked “Original”) paper proposal along with a thumb drive containing the full proposal, and eight (8) paper copies of their proposal which are to contain No Costing or Pricing Information, marked “Copy”.
2. Proposals, amendments or withdrawal requests must be received by 1:00 PM on October 28, 2020. It is the vendor’s sole responsibility to insure that the proposal documents are received at the District Five Administrative Offices by this time and date. At that time, each proposal will be opened and the proposers name read aloud. No other information will be announced at that time. **LATE PROPOSALS WILL NOT BE ACCEPTED UNDER ANY CIRCUMSTANCES.**
3. There will be a mandatory pre-proposal meeting on Wednesday, October 7, 2020 at 10:00 AM in the District Five Fine Arts Center, 150 East Main St., Duncan, SC. Limited parking is available at the D5FAC. Overflow parking is available across the street at the District Five offices.
4. All prices and notations shall be printed in ink or typewritten. Errors shall be crossed out and corrections entered and initialed by the person signing the proposal. No proposal shall be altered or amended after the specified time for opening. No faxes, copies, PDF or similar electronic or photographic files will be accepted.
5. If specifications or descriptive papers are submitted with proposals, enter proposer’s name thereon.
6. Proposers shall be required to visibly mark as “CONFIDENTIAL” each page of their proposal, which they consider to be proprietary information that could be exempt under the Freedom of Information Act. The District reserves the right to determine whether this information should be exempt from disclosure.
7. Any Vendor desiring to exercise protest rights under Article 17, Section 4210 of the District Procurement Code shall direct all correspondence to: Barry Reese, Director of Procurement, Spartanburg County School District Five, P.O. Box 307, Duncan, SC 29334.
8. Ownership of all data, materials and documentations originated and prepared for the District pursuant to this contract shall belong to Spartanburg County School District Five.
9. All questions must be addressed to Barry Reese (864-949-7628), [barry.reese@spart5.net](mailto:barry.reese@spart5.net) and must be received by October 14, 2020, 1:00 PM.
10. Sealed and properly marked proposals must be delivered to:  
**Spartanburg County School District Five**  
**Construction Management at Risk RFP # 2021-003**  
**100 North Danzler Road**  
**P. O. Box 307**  
**Duncan, SC 29334**

# REQUEST FOR PROPOSAL

## For Pre-Construction Services and Construction Phase Services

### I. GENERAL INFORMATION

It is the intention of Spartanburg School District Five (the "Owner") to select one (or more) contractor(s) to provide expertise to the Owner in Pre-Construction Phase Services and Construction Phase Services ("CM at Risk") for the construction of a new elementary school, a new middle school, and three major renovation projects on separate campuses 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(s) 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, skilled trade considerations, and significant successful experiences with state/local government entities as well as local subcontractors. 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, subcontractor pre-qualification, projection of construction cost and cash flow, and value engineering.

The Contractor(s) 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.

The Owner reserves the right to accept or reject any proposal. 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 the Owner, if it becomes necessary to revise or clarify any part of this RFP, an addendum will be posted in the Solicitations and Awards section of the Owner's website, [www.spart5.net/procurement/solicitations](http://www.spart5.net/procurement/solicitations). It is the Proposer's responsibility to check this website periodically to determine if any addenda have been issued. Any addendum issued by the 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 or e-mail 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.

**Proposed Schedule For Contractor(s) Selection:**

<b><u>RFP ESTIMATED TIMELINE</u></b>	<b><u>DATES</u></b>
Issue Request for Proposals	September 25, 2020
Mandatory pre-proposal Conference	October 7, 2020 10:00 AM
Deadline for questions	October 14, 2020 1:00 PM
Anticipated date to provide answers	October 21, 2020 1:00 PM
Proposals Due	October 28, 2020 1:00 PM
Anticipated Date of Short-List Notice(s)	November 12, 2020
Anticipated Date of Interviews	December 1, 2020
Anticipated Date of Notice(s) of Intent to Award	December 3, 2020
Approval from District Five Board of Trustees	TBD
Anticipated Date of Notice to Proceed	TBD

**II. DESCRIPTION OF PROPOSED PROJECTS**

The Owner intends to hire one (or more) general contractors(s)/construction manager at-risk to complete five construction projects.

**Project One (Attachment A)** is the construction of a new elementary school to serve grades K-5. The school is projected to be located on approximately 60-70 acres. The new elementary school will have a 700 student capacity with core areas designed to accommodate up to 900 students. Square footage will be between 110,000 sf and 125,000 sf. The structure is anticipated to be a hybrid structural system of concrete masonry bearing and structural steel with metal studs in offices and most classrooms. The building may be one or two stories depending on topography and land limitations. The site will be required to have vehicular access, bus access, parking, playgrounds, etc., per standards established by SC Office of School Facilities and SC Department of Transportation. LS3P Associates, Ltd. will be providing architectural designs and support for this project. Acquisition of property for this school is in process.

**Project Two (Attachment B)** is the construction of a new middle school. Abner Creek Middle School will be a ground-up build on a 36-acre greenfield site adjacent to the existing Abner Creek Academy in Duncan, SC. The site is mostly open field with sparse trees. The middle school will have a 700-student capacity and 900 student core with a square footage of approximately 140,000 SF. The structure is anticipated to be a hybrid structural system of concrete masonry bearing and structural steel with metal studs in offices and most classrooms. The building may be either one or two stories. The site will be required to have vehicular access, bus access, parking, and playing fields etc., per standards established by SC Office of School Facilities and SC Department of Transportation. Since construction activities will occur adjacent to an occupied school, the GC will be responsible for additional site safety and access timing measures. LS3P Associates, Ltd. will be providing architectural designs and support for this project. The property for this project is already owned by the District.

Both projects are anticipated to begin construction in November of 2021 and will be built simultaneously. The distance between sites is approximately 7 miles.

**Project Three (Attachment C)** is the continuation of a large-scale renovation of James F. Byrnes High School in Duncan, SC. This four-stage process is now set to enter the second phase, with the goal of completing the remaining three phases as soon as possible. The project includes significant demolition and removal of debris in addition to new construction. The school will be occupied while construction takes place, thus requiring phasing so school activities and after-school activities can continue. McMillan Pazdan Smith Architecture will be providing architectural designs and support for this project.

**Project Four (Attachment D)** is a modification/renovation of Beech Springs Intermediate School. The school which opened in 1996 to serve grades 4-6 is being converted into a middle school to serve students in grades 7 & 8. Modifications will include addition of science labs, a competition gymnasium, boys and girls locker rooms, athletic stadium bleachers, field house, and a scoreboard. The school will be occupied while construction takes place, thus requiring phasing so school activities and after-school activities can continue. McMillan Pazdan Smith Architecture will be providing architectural designs and support for this project.

**Project Five (Attachment E)** is a modification/renovation of Berry Shoals Intermediate School. The school which opened in 1996 to serve grades 4-6 is being converted into a middle school to serve students in grades 7 & 8. Modifications will include renovating current middle level classrooms into Kindergarten rooms with teacher offices, student restrooms, inside and outside storage space, and age appropriate playgrounds. The school will be occupied while construction takes place, thus requiring phasing so school activities and after-school activities can continue. McMillan Pazdan Smith Architecture will be providing architectural designs and support for this project.

It is the intent of the District to contract with local firms to complete the boundary surveys, geotechnical studies, and environmental phase one investigations. The due diligence studies are expected to be substantially completed by the time of award.

The Owner reserves the right to select one general contractor/construction manager to complete all projects, or one general contractor/construction manager for each project, or any combination which will be in the best interest of Spartanburg County School District Five. Submission of Attachments A through E will indicate which project(s) your firm is to be considered for.

### **III. SELECTION PROCESS**

The selection of the Contractor(s) will be completed by a Selection Committee consisting of representatives of the Owner. The Selection Committee will receive and review the Proposals and conduct interviews, if necessary. Their decision(s) will be reviewed by the District Board of Trustees.

#### **Phase I -Proposal Evaluation**

The Proposals will be evaluated against specified criteria and required submittals to determine the most responsible and responsive firm(s) for this project(s). The specified criterion is listed as follows:

1. Firm Overview & Proposed Management Team (30%)
2. Relevant Construction Experience (35%)
3. Proximity to Site(s) (10%)
4. Approach to CM-at-Risk, including involvement of MBE (10%)
5. Financial Information & Claims History (5%)
6. CM Fees (10%)

\*Note: Item 6 will be used as a basis for negotiation with the highest ranked firm(s). In the event that these items cannot be negotiated to mutually acceptable amounts, the Owner will proceed to negotiations with the next 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 Five Board of Trustees. 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."

#### 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 phone 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 projects and expansions 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 (10%):** Identify the location of the managing home office and its proximity to Spartanburg County School District Five. 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, 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. It is the desire of the Spartanburg School District Five 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.

5. **Financial Information & Claims History (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.

**Claims History:** 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. **CM Fees (10%)**

1. **Pre-Construction Services Fee:** Provide a lump sum fee for the project's pre-construction services listed in Attachment "A, B, C, D, and/or E". 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, B, C, D, and/or E". The Guaranteed Maximum Price (GMP) consists of the Cost of the Work plus the Construction Fee for the project.

## **V. REVIEW AND EVALUATION**

POTENTIAL AND ACTUAL PROPOSERS SHALL NOT CONTACT MEMBERS OF THE DISTRICT FIVE 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, Barry Reese, Director.

Following receipt of sealed proposals 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 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.

## 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 Spartanburg School District Five Procurement Code and Regulations 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 “**Solicitations and Awards**” at [www.spart5.net/procurement/solicitations](http://www.spart5.net/procurement/solicitations). Because this solicitation is posted electronically, the Owner may not be aware of all potential proposers, particularly those that attained a copy from this web site or other unknown sources. It is the proposer's responsibility to check this web site periodically to determine if any addenda have been issued. Any addenda issued by the District shall become a formal part of this quote/bid/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 quote/bid/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 Bidder clarification, address technical questions, or to seek or provide other information regarding the Bidder's proposal. Such a process may be used for such purposes as providing an opportunity for the Bidder 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.

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

**Correction of Errors on the Bid, Quote, 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 bid, quote, or 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 bid 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 Bid Response:** A bid 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 bid responses. If the District fails to accept the response or award a contract within 30 (thirty) days after the bid 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 bid, a Bidder 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 bid 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 quotes/bids/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 Director of Procurement.
- b. Price Reasonableness: Any offer may be rejected if the Director of Procurement determines in writing that it is unreasonable as to price.

**Illegal Immigration (Nov. 2008): (An overview is available at [www.procurement.sc.gov](http://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.

**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 Bidder or subcontractor who is aggrieved in connection with the solicitation of a contract shall protest to the Director of Procurement within fifteen days of the date of issuance of the Invitation for Bid 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). By submitting a proposal, you agree that your proposal 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 [www.spart5.net/procurement/solicitations](http://www.spart5.net/procurement/solicitations) and sent to all submitting vendors.

**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 bidder 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 Five added as an “additional insured” on their General Liability policy.
- e. The bidder shall furnish Spartanburg School District Five Certificates of Insurance within 21 working days after acceptance of a contract.
- f. Spartanburg School District Five 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 the Spartanburg School District Five, 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 Bidder/Proposer desiring an explanation or interpretation of this solicitation shall request it in writing soon enough to allow a reply to reach all prospective Bidders/Proposers before submission of their bids/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 Bidder/Proposer pertaining to this solicitation shall be furnished promptly to other prospective Bidders/Proposers as an amendment,



if that information is necessary in submitting proposals or if the lack of it would be prejudicial to other prospective Bidders/Proposers.

### **Miscellaneous**

- a. The selected Contractor shall be required to hold a publicly 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 A133-2019 Standard Form of Agreement (or most recent version) 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  
NEW ELEMENTARY SCHOOL  
Spartanburg County School District Five  
Solicitation 2021-003**

Pre-Construction Phase Services Fees:

- New elementary school:                      \$ \_\_\_\_\_

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

- New elementary school:                      \_\_\_\_\_%

\_\_\_\_\_  
Name of Offeror

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

**Attachment B**

**Construction Management at Risk Services for  
NEW MIDDLE SCHOOL  
Spartanburg County School District Five  
Solicitation 2021-003**

Pre-Construction Phase Services Fees:

- New middle school: \$ \_\_\_\_\_

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

- New middle school: \_\_\_\_\_%

\_\_\_\_\_  
Name of Offeror

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

**Attachment C**

**Construction Management at Risk Services for  
JAMES F. BYRNES HIGH SCHOOL RENOVATIONS  
Spartanburg County School District Five  
Solicitation 2021-003**

Pre-Construction Phase Services Fees:

- Byrnes HS Renovations:                      \$ \_\_\_\_\_

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

- Byrnes HS Renovations:                      \_\_\_\_\_%

\_\_\_\_\_  
Name of Offeror

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

**Attachment D**

**Construction Management at Risk Services for  
BEECH SPRINGS CONVERSION TO MIDDLE SCHOOL  
Spartanburg County School District Five  
Solicitation 2021-003**

Pre-Construction Phase Services Fees:

- Beech Springs Conversion:                   \$ \_\_\_\_\_

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

- Beech Springs Conversion:                   \_\_\_\_\_%

\_\_\_\_\_  
Name of Offeror

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

**Attachment E**

**Construction Management at Risk Services for  
BERRY SHOALS CONVERSION TO ELEMENTARY SCHOOL  
Spartanburg County School District Five  
Solicitation 2021-003**

Pre-Construction Phase Services Fees:

- Berry Shoals Conversion:                   \$ \_\_\_\_\_

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

- Berry Shoals Conversion:                   \_\_\_\_\_ %

\_\_\_\_\_  
Name of Offeror

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date