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|  | <p>Rock Hill Schools</p> <p><b>Request for Proposal<br/>(RFP)</b></p> | <p><b>Solicitation Number</b></p> <p><b>Date Issued</b></p> <p><b>Procurement Officer</b></p> <p><b>Phone</b></p> <p><b>E-Mail Address</b></p> | <p><b>23-2405</b></p> <p><b>October 9, 2023</b></p> <p><b>Lee Faris</b></p> <p><b>803-981-1162</b></p> <p><b>wfaris@rhmail.org</b></p> |
|---|---|--|--|

**Construction Manager at Risk Sunset Park**

**DUE DATE (Opening Date/Time): November 16, 2023, at 10:00 a.m.**

**LAST DAY FOR QUESTIONS: November 6, 2023 at 4:00 p.m.**

**NUMBER OF PROPOSALS TO BE SUBMITTED:** one (1) original UNBOUND copy, five (5) hard copies and one (1) USB drive must be hand delivered **or** mailed to the address below.

**SUBMIT YOUR OFFER TO THE FOLLOWING ADDRESS:**

|   |
|---|
| <b>PHYSICAL MAILING ADDRESS:</b>  |
| <p>Rock Hill Schools<br/>Procurement Services<br/>386 East Black Street<br/>Rock Hill, SC 29730</p> <p><b>Solicitation Number and Opening Date must appear on the envelope.</b></p> |

|  |   |   |  |
|--|---|---|--|
| <b>CONFERENCE TYPE:</b> None   |   | <b>For Site visits Contact Brian Vaughan:</b><br>Email: BVaughan@rhmail.org PH:803-981-1150   |  |
| <b>ADDENDUM(S)</b>   | Any addendum(s) will be posted at the following web address:<br><a href="http://www.rock-hill.k12.sc.us">http://www.rock-hill.k12.sc.us</a> |   |  |
| <p>You must submit a signed copy of this form with your offer. By submitting a bid or proposal, you agree to the following:</p> <ul style="list-style-type: none"> <li>• Bound by the requirements, terms, stipulations, and terms of the solicitation.</li> <li>• Comply with all applicable Federal and State Laws and Regulations relative to non-discrimination in employment practices.</li> <li>• Not guilty of collusion, with other vendors possibly interested in this proposal, in arriving at or determining prices to be submitted.</li> </ul> |   |   |  |
| <b>NAME OF OFFEROR</b> (Full legal name of business submitting the offer)  |   | <b>OFFEROR'S TYPE OF ENTITY:</b><br>(Check one)   |  |
| <b>AUTHORIZED SIGNATURE</b><br><br>(Person signing must be authorized to submit binding offer to enter contract on behalf of Offeror named above.)   |   | <input type="checkbox"/> Sole Proprietorship<br><input type="checkbox"/> Partnership<br><input type="checkbox"/> Corporate entity (not tax-exempt)<br><input type="checkbox"/> Tax exempt corporate entity<br><input type="checkbox"/> Government entity (federal, state, or local)<br><input type="checkbox"/> Other _____ |  |

|   |                    |                                      |
|---|--------------------|--------------------------------------|
| <b>TITLE</b><br>(Business title of person signing above)  |                    | (See "Signing your Offer" provision) |
| <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>TAX IDENTIFICATION NUMBER:</b>    |

|  |   |  |             |                  |
|--|---|--|-------------|------------------|
| <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.) (See "Notice" clause) |  |             |                  |
|  | <b>Area Code</b>  | <b>Number</b>  | <b>Ext.</b> | <b>Facsimile</b> |
|  | <b>E-mail Address</b>   |  |             |                  |
| <input type="checkbox"/> Payment Address same as Home Office Address<br><input type="checkbox"/> Payment Address same as Notice Address (check only one) |   | <input type="checkbox"/> Order Address same as Home Office Address<br><input type="checkbox"/> Order Address same as Notice Address (check only one) |             |                  |

**ACKNOWLEDGMENT OF ADDENDUM(S)**

Offerors acknowledges receipt of addendum(s) by indicating amendment number and its date of issue.

| Addendum No. | Addendum Issue Date | Addendum No. | Addendum Issue Date | Addendum No. | Addendum Issue Date | Addendum No. | Addendum Issue Date |
|--------------|---------------------|--------------|---------------------|--------------|---------------------|--------------|---------------------|
|              |                     |              |                     |              |                     |              |                     |

**Minority Participation:**

Are you a SC Certified Minority Vendor - Yes ☐ No ☐

If yes, SC Certification # \_\_\_\_\_

Are you a Non SC Certified Minority Vendor - Yes ☐ No ☐

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**I. GENERAL INSTRUCTIONS AND TERMS AND CONDITIONS**

**GENERAL INSTRUCTIONS**

**1. INSTRUCTIONS FOR PROPOSALS:**

- A. Proposals shall be publicly opened at **10:15 AM** on, **November 16, 2023**. Proposal openings shall be conducted in Procurement Services, which is located at 386 East Black Street, Rock Hill, SC 29730. Sealed Proposals shall be mailed to the **Procurement Services Attention: RFP 23-2405** located at 386 East Black Street Rock Hill, SC 29730. The District encourages vendors who wish to attend the closing to do so by conference call. Vendors may take part by dialing:  
**Phone Number:** 803 -985-3599  
**Conference ID:** 1440403
- B. Proposals shall be submitted **NO LATER THAN 10:00 AM** in the place and manner as described in paragraph 1A above. Proposals received after 10:00 AM shall be late Proposals. Late Proposals shall not be considered for award and will be returned to the vendor unopened.
- C. The District shall not accept responsibility for unidentified Proposals.
- D. In the event that a proposal is unintentionally opened prior to the official time set for a proposal opening, the employee opening such proposal shall immediately sign the envelope and deliver it to the Purchasing Director.
- E. All prices shall be entered in ink or typewritten and shall remain firm for not less than 120 calendar days from the proposal date. Mistakes may be crossed out, corrections may be inserted adjacent, and shall be initialed in ink by the person signing the proposal.
- F. The District shall not accept oral, emailed, or FAXED Proposals.
- G. The Term "Offer" Means Your "Bid" or "Proposal" or "Quotation"  
The Term "Offeror" Means "Vendor" or "Contractor" or "Bidder"

- 2. TAXES:** South Carolina Sales Tax shall be shown as a separate entry on the bid total, if applicable at 7%.

- 3. AMBIGUOUS PROPOSALS:** Proposals, which are uncertain as to terms, delivery, quantity, or compliance to requirements/specifications, may be rejected or otherwise disregarded.

- 4. BIDDERS QUALIFICATIONS:** Proposals shall be considered only from bidders who are regularly established in the business called for, and who in the judgment of the District, are financially responsible and able to show evidence of their reliability, ability (to render prompt and satisfactory service in the volume required by this solicitation), experience, equipment, facilities, and personnel directly employed or supervised.

**5. ACKNOWLEDGEMENT OF ADDENDUM(S):**

- A) Bidders shall acknowledge receipt of all addendum(s) either by signing and returning one copy of the addendum or by acknowledging the change on the bid form.
- B) It is the bidder's responsibility to determine whether they have received any or all addendum(s).

6. **AFFIRMATIVE ACTION:** The successful bidder shall take affirmative action in complying with all Federal, State, and local requirements concerning fair treatment of all employees/applicants, without regard or discrimination by reasons of race, color, sex, religion, national origin, and physical handicap.
7. **COMMUNICATION WITH PROSPECTIVE BIDDERS:**
- A. All communication concerning this solicitation must be in writing to the Director of Procurement Services. Email is the preferred method of communication.
  - B. Oral explanation or instructions provided prior to the award of a contract shall not be binding.
  - C. From the issue date of this Proposal until the completion of the selection process and the award notification is announced, bidders are not allowed to communicate with District employees and/or contracted agents related to this solicitation for any reason except as authorized by the Director of Procurement Services. Violation of this provision may result in rejection of the vendor's response.
  - D. It is the vendor's responsibility to check the District's website procurement page for any addenda, responses to vendor questions, or other communications, which may be necessary during the solicitation process.
8. **WITHDRAWAL OF PROPOSALS:** Any bidder may withdraw his proposal prior to the closing time scheduled for the receipt of Proposals. All requests to withdraw Proposals must be submitted in writing and must document the fact that the acceptance of the proposal will cause the bidder substantial loss.
9. **ASSIGNMENT:** No contract may be assigned, sublet, or transferred without the written consent of the Director of Procurement.
10. **SUBMISSION OF DATA:** Each bidder, upon request, shall submit evidence of liability insurance, Workmen's Compensation, and any other data released to this solicitation, to satisfy the requirements of the solicitation and the execution of a contract.
11. **FAILURE TO SUBMIT A BID:** Vendors not responding with a proposal should not return this solicitation. Instead, they should advise the District by letter or postcard whether they want to receive future consideration for similar requirements. Any vendor failing to respond to three consecutive Proposals for the same items may be removed from the applicable bid lists.
12. **EXCEPTIONS:** Notwithstanding any prior negotiations, the specifications and terms and conditions provided herein take precedence. Formal objection is hereby made to any or different terms proposed by Proposers unless listed on a separate sheet labeled "Exceptions", and agreed to in writing by the District. Proposals, which are uncertain as to terms, delivery, quantity, or compliance to requirements/specifications, may be rejected or otherwise disregarded.
13. **RIGHT TO PROTEST (Section 4210):** Any actual or prospective bidder who is aggrieved in connection with the solicitation or award may submit a protest to the Director of Purchasing. The protest shall be submitted in writing within fifteen (15) calendar days of the date of issuance of the Invitation for Proposals or Request for Proposal or other solicitation document, whichever is applicable, or any amendment to it, if the amendment is at issue.

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Any actual bidder or prospective bidder who is aggrieved in connection with the intended award or award of a contract shall protest to the Director of Procurement Services. The protest shall be submitted within ten (10) of the date award or notification of intent to award, whichever is earlier.

- 14. SPECIFICATIONS:** Any deviation from the specifications must be clearly pointed out on the bid or attached as a separate sheet. Otherwise, the bidder will be held responsible for providing materials that are in strict compliance with the specifications. Deviations must be explained in detail. All materials shall be subject to inspection and approval after delivery. The District reserves the right to reject and return, at the risk and expense of the vendor, any portion of a shipment that is defective or fails to comply with specifications. The rejection of certain items will not invalidate the remaining order.
- 15. SERVICE DATA MANUALS:** The Contractor agrees to furnish two (2) copies of a manual, handbook, or brochure containing operation and maintenance instructions (to include pictures, illustrations, schematics and complete repair/test guides as necessary).

Where applicable, it shall include electrical data and connection diagrams for all utilities. The instructions shall also contain a complete list of all replaceable parts showing part numbers, nomenclature and quantity required.

- 16. BIDDER'S RESPONSIBILITY:** Each bidder shall fully acquaint himself with the scope of work required for the execution of the work specified by this bid. This will sometimes require on-site observations. The failure of a bidder to acquaint himself with existing conditions shall in no way relieve the bidder of any obligations with respect to this bid or any resulting contract.
- 17. POSTING OF AWARD:** Notice of Award or Intent to Award will be posted to the Purchasing Department website and Vendor Registry.
- 18. PROPRIETARY INFORMATION:** Unless otherwise required by law, and until the public opening of the proposals, all information, materials and other documents submitted by a respondent shall not be released or made available to any person or entity except District representatives assisting in this procurement process. Unless required by law, proprietary or financial information submitted to the District by a respondent will not be disclosed if the respondent visibly marks each part of the proposal that the respondent considers confidential, financial or proprietary information with the word "CONFIDENTIAL."
- 19. AWARDING POLICY:** The District reserves the right to select and award on an individual item basis, lot (group) basis or an "all or none" basis, whichever the District determines to be most advantageous. The award basis is stated in the award criteria.

Therefore, individual prices per item must be indicated on the Proposal form. Bidders are encouraged to offer discounts for consideration of consolidated award. Furthermore, the District, in determining the lowest responsible Bidder on each of the items shall consider, in addition to the Proposal price, conformity to specifications, delivery, the District's opinion relative to the quality of materials/services being offered, training, suitability and adaptability of the services required by this solicitation. The District reserves the right to reject or accept any or all proposals and to waive any informalities and/or irregularities thereof.

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In the event that identical proposals are received on like items, the Director of Procurement Services shall award proposals in accordance with the District's Procurement Code.

19. This solicitation document, any addendum(s), and record of negotiation will become a part of the contract when awarded.

### TERMS AND CONDITIONS

1. **ACCIDENTS:** The vendor shall hold the District harmless from any and all damages and claims that may arise by reasons of any negligence on the part of the vendor, his agents, or employees in the performance of this contract; and, in case of any action brought against the District or any of its agents or employees, the vendor shall assume full responsibility for their defense. Upon his failure to do so on the proper notice, the District reserves the right to defend such motion and charge all costs to the vendor. The vendor shall take all precautions necessary to protect the public against injury

2. **TERMINATION:** Subject to the provisions below, this contract may be terminated by the Director of Purchasing, provided a thirty (30) calendar day advance written notice is given to the Vendor.

**Termination for convenience.** In the event this contract is terminated or canceled upon request and for the convenience of the District, the District shall negotiate reasonable termination costs, if applicable.

**Termination for Cause.** Termination by the District for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provision. Termination cost, if any, shall not apply. The thirty (30) day advance notice requirement is waived and the default provisions of this proposal shall apply.

3. **EXAMINATION OF RECORDS:**

Rock Hill School District has the right to audit the books and records of the vendors that pertain to this purchase order, both independent of, and pursuant to, the District Procurement Code. Such books and records shall be maintained for three (3) years from the date of final payment under the purchase order.

The District may conduct, or have conducted, performance audits of the vendor. The District may conduct, or have conducted, audits of specific requirements of this bid as determined necessary by the District.

Pertaining to all audits, vendor shall make available to the District access to its computer files containing the history of purchase order performance and all other documents related to the audit. Additionally, any software used by the vendor shall be made available for auditing purposes at no cost to the District.

4. **COMPETITION:** There are no federal or state laws that prohibit bidders from submitting a bid lower than a price or bid given to the United States Government. Bidders may bid lower than the US Government contract price without any liability, because the District is exempt from the provisions of the Robinson-Patman Act and other related laws.

5. **SOUTH CAROLINA LAW CLAUSE:** Upon award of a contract under this solicitation, the person, partnership, association, or corporation to whom the award is made must comply with the laws of South Carolina, which requires such person or entity to be authorized/licensed to do business in this state. Notwithstanding the fact that applicable statutes may exempt or exclude the successful bidder from requirements that it be authorized/licensed to do business in this state.

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By submission of this signed bid, the bidder agrees to subject itself to the jurisdiction and process of the courts of the State of South Carolina, as to all matters and disputes arising or to arise under the contract and the performance thereof, including any questions as to the liability of taxes, licenses or fees levied by the state.

6. **STATEMENT OF COMPLIANCE AND ASSURANCES:** By submitting a Proposal and signing the Proposal schedule, vendors are providing written assurance of non-collusion and understanding and acceptance of all general and special conditions stated in this contract. In addition, this signature certifies that the firm or agency represented in the Proposal submitted complies with all applicable federal and state laws and regulations.
7. **MATERIALS REQUIRED:** Materials required must be in conformity with the specifications and shall be subject to inspection and approval after delivery, and shall comply in quality and type of material and method of manufacture with all applicable local or state laws pertaining thereto. The right is reserved to reject and return at the risk and expense of the vendor such portions of any shipment that may be defective or fail to comply with specifications and without validating the remainder of the order.
8. **"OR APPROVED EQUAL" CLAUSES:** Certain processes, types of equipment or kinds of materials are described in the specifications and on the drawings by means of trade names and catalog numbers. In each instance where this occurs, it is understood and inferred that such description is followed by the words "or approved equal". Such method of description is intended merely as a means of establishing a standard of comparison. However, the District reserves the right to select the items which, in the judgment of the District, are best suited to the needs of the District, based on price, quality, service, availability and other relative factors. Vendors must indicate brand name, model, model number, size, type, weight, color, etc. of the item Proposal if not exactly the same as the item specified.

Vendor's stock number or catalog number is not sufficient to meet this requirement. If any Vendor desires to furnish an item different from what is specifically mentioned in the specifications, he/she shall submit with his Proposal the information, data, pictures, cuts, designs, etc., of the material he/she plans to furnish so as to enable the District to compare the material specified; and, such material will be given due consideration. The District reserves the right to insist upon and receive the items as specified, if submitted items do not meet the District's standards for acceptance.

9. **PATENTS:** The vendor shall hold the District, its officers, agents, and employees harmless from liability of any nature or kind whatsoever, on account of use by the publisher or author, manufacturer or agent, of any copyrighted or non-copyrighted composition, secret process, article or appliance furnished or used under this Proposal.
10. **PROPER INVOICE:** Invoices submitted for payment for goods or services provided under this contract shall contain, as a minimum, the following information:
  - Name of business concern
  - Contract number or other authorization for delivery of service or property
  - Complete description
  - Price and quantity of property or service actually delivered or executed
  - Payment terms
  - Name where applicable
  - Title, telephone number and complete mailing address of responsible official to whom payment is to be sent; and other substantiating documentation of information as required by the contract



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- All invoices shall be submitted via email to [APINVOICES@rhmail.org](mailto:APINVOICES@rhmail.org) with the Company name and purchase order# referenced in the subject line

- 11. TIME OF COMPLETION:** Date of delivery shall be a consideration factor in the awarding process. The Vendor shall include with his/her Proposal delivery dates for each item as requested, and shall furnish all items in accordance with the Proposal solicitation unless an extension was granted by the District in writing.
- 12. DRUG-FREE WORKPLACE:** This contract is subject to the Drug Free Workplace Act if the stated or estimated value is Fifty Thousand Dollars or more. The contractor shall comply with all terms and conditions of the Drug Free Workplace Act, S. C. CODE ANN. 44-107-10 et seq. (1976 as amended), if this contract is for a stated or estimated value of Fifty Thousand Dollars or more. By signing this Proposal, you are certifying that you will comply with the Drug Free Workplace Act.
- 13. NON-APPROPRIATIONS:** Any contract entered into by ROCK HILL SCHOOL DISTRICT THREE resulting from this Request shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated period.
- 14. PRICE ADJUSTMENT BASED ON CONTRACTOR'S COST:** Any request for price increase must be submitted to the District at least ninety (90) days prior to the renewal date unless otherwise stated. (Price increases will only become effective if approved in writing by the Purchasing Director). The maximum increase will not exceed the unadjusted percent change from the previous year shown in the Consumer Price Index (CPI), All Urban Consumers (CPI-U), "Other Goods and Services" or the current market conditions. A justification of the increase shall be submitted in addition to the index.
- 15. SUSPENSION AND DEBARMENT:** By submitting a proposal (IFB/RFP/RFQ), the applicant certifies, to the best of its knowledge and belief that the applicant and/or any of its principals, sub grantees, or subcontractors are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency; have not, within a three-year period preceding this application, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated above. Applicant has not, within a three –year period preceding this application, had one or more contracts terminated for default by any public (federal, state, or local) entity.
- 16. INDEMNITY:** Contractor agrees to protect, defend, indemnify and hold Rock Hill School District Three, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with

or arising out of this agreement and/or the performance hereof that are due, in whole or in part, to the negligence of the Contractor, its officers, employees, subcontractors or agents.

Contractor further agrees to investigate, handle, respond to, provide defense for, and defend the same at its sole expense and agrees to bear all other costs and expenses related thereto.

- 17. INSURANCE REQUIREMENTS:** Contractor shall maintain, throughout the performance of its obligations under this contract, a policy or policies of Worker's Compensation insurance with such limits as may be required by law, and a policy or policies of general liability insurance insuring against liability for injury to, and death of, persons and damage to, and destruction of, property arising out of or based upon any act or omission of the contractor or any of its subcontractors or their respective officers, directors, employees or agents. Such general liability insurance shall have limits sufficient to cover any loss or potential loss resulting from this contract.

The successful contractor shall provide a certificate of insurance within ten (10) calendar days after notification of award of the proposal. The insurance required shall be written for not less than totals listed below:

- A. **WORKERS' COMPENSATION**  
Statutory limits covering all employees, including Employer's Liability with limits of:
  - \$500,000 Each Accident
  - \$500,000 Disease - Each Employee
  - \$500,000 Disease - Policy Limit
- B. **COMMERCIAL GENERAL LIABILITY**  
Covering all operations involved in this Agreement.
  - \$1,000,000 General Aggregate
  - \$1,000,000 Products/Completed Operations Aggregate
  - \$1,000,000 Each Occurrence
  - \$ 5,000 Medical Payments
- C. **COMMERCIAL AUTOMOBILE LIABILITY**
  - \$1,000,000 Combined Single Limit - Any Auto

- 18. WORKMANSHIP:** All workmen shall be thoroughly experienced and/or trained and certified in the particular trade or class in which they are employed. All work shall be done according to the specifications covering the class or type of work and shall meet the approval of the School District's representative.

- 19. LIABILITY-** The contractor shall assume liability for damage or loss resulting from the wrongful act(s) and/or negligence of his employees. The contractor or his insurer shall reimburse the School District for any such damage or loss within 30 days.

**Subcontracting**

The contractor shall not subcontract any portion of this contract without prior written approval from the School District, which consent shall not be unreasonably withheld provided, contractor remains liable for performance of all items of this contract.

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### Laws

The contractor shall comply with all laws, ordinances, codes, rules and regulations bearing on the conduct of the work, including those of Federal, State, and Local agencies having jurisdiction. This shall include but not be limited to minimum wages, labor and equal employment opportunity laws.

### **20. SAFETY, DAMAGE OR THEFT:**

Contractor shall be responsible for complying at all times of this contract with, OSHA, AHERA, SCDHEC, and EPA requirements and shall immediately report any loss of time or injuries to the Director of Operations (803) 981-1150.

### **21. SECURITY:** The Contractor shall be responsible for safeguarding against loss, theft, or damage of all Rock Hill School Districts' property, materials, equipment, and accessories that might be exposed to the contractor's personnel. Guns, knives, or other dangerous weapons shall not be allowed on campus. Smoking, alcohol and drugs are prohibited on the campus.

### **22. UNAUTHORIZED PERSONNEL:** Contractor's personnel shall not allow any unauthorized persons in school buildings (children, friends, or anyone else not authorized by School District or contractor).

### **23. FORCE MAJEURE:** Neither the District nor the Contractor shall be liable for any excess costs if failure to perform the contract arises out of causes beyond the control and without the fault or negligence of either party. Such causes may include, but not restricted to acts of God or of the public enemy, acts of government in either its sovereign or contractual capacity, fires, floods epidemics, quarantine, restrictions, strikes, freight embargos, and unusually severe weather conditions; but in every case, the failure to perform is caused beyond the control of both the District and the Contractor, and without the fault or negligence of either of them.

### **24. CONTRACT PROVISION TO REQUIRE CERTIFICATION AND COMPLIANCE CONCERNING ILLEGAL ALIENS:** By submission of this bid, the bidder as the prime contractor does hereby agree:

- A. To certify its compliance with the requirements of Chapter 14 of Title 8 of the S.C. Code of Laws regarding Unauthorized Aliens and Public Equipment;
- B. To provide Rock Hill School District with any documents required to establish such compliance upon request; and
- C. To register and participate and require agreement from subcontractors and sub-subcontractors to register and participate in the federal work authorization program to verify the employment authorization of all new employees, or to employ only workers who supply the documents required pursuant to S.C. Code 8-14-20(B)(2).

### **25. CONTRACT DOCUMENT:** This solicitation document, any addendum(s), and record of negotiation(s) will become a part of the contract when awarded.

### **26. STUDENT AND STAFF SAFETY:** The successful bidder shall be required to verify that criminal conviction inquiries/checks and pertinent criminal background inquiries/checks have been conducted on all of its employees and the subcontractors who may interact with staff and/or students during the performance of the awarded scope of work or who may have a need to enter District property related to the performance of the contract or who may have access to personal student or District personnel information.

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All inquiries and background checks must be conducted annually or more frequently or as required by the District if the bidder has the potential to be in the presence of students. Student, parent, and participant information shall be kept confidential and shall not be disclosed for any purpose.

Persons who are identified as a Sex Offender or violators as defined by the South Carolina Code of Laws (Ann. 2006), Article 7, Sections 23-3-400 to 23-3-500 or statute or any other states statutes and person who have been convicted of Violent Crimes as defined by the South Carolina Code of Laws, 1976, Section 16-160; are prohibited from entering any of the Rock Hill School District facilities at any time, including all District grounds and all District facilities. Persons employed by or under the direction of the bidder or any subcontractor who are under investigation or have been charged with crimes and/or convicted of crimes against children or crimes of a sexual or violent nature shall not be allowed on District property.

The District may in its sole discretion terminate any existing contract for the failure by the awarded bidder, its subcontractors or any representative of the bidder or subcontract to observe this requirement or for any violation of this solicitation's requirements. No penalty or other costs shall be levied against the District as a result of its decision to terminate the contract or award.

In addition to the above obligations of successful bidder/awarded firm, all persons and contractor personnel having contact with students and/or any individual who enters onto District property may be subject to a national criminal background check at the discretion of the District prior to entry upon District property and the performance of any duties. All individuals entering District property shall be screened nationally for criminal sex offenses/sex offender status on automated equipment at school or site.

## II. GLOSSARY OF TERMS

**Actual Cost:** All direct and indirect costs incurred for services, supplies, or construction, as distinguished from estimated or forecasted costs.

**Amendment:** An agreed addition to, deletion from, correction or modification of a document or contract. To revise or change an existing document; a formal revision, improvement or correction.

**Assignment:** Legal transfer of a claim, right, interest or property.

**Capability:** The ability of a bidder to fulfill the contract at time of award.

**Consultant:** To work or serve in an advisory capacity. A person or company that possesses unique qualifications which allow them to perform specialized advisory services usually for a fee.

**Consultant Services:** Services of an advisory nature to support policy development, decision-making, administration, or management of a business or public entity; generally provided by individuals or organizations who possess specific knowledge, technical skills or unique abilities not usually available in house or from within the entity.

**Contractor:** Any individual or business having a contract with a governmental body to furnish goods, services, or construction for an agreed-upon price.

**Cost:** The actual expenses incurred in delivering a product, service, or construction; includes both direct and indirect costs, but does not include fee or profit for the contractor.

**Descriptive Literature:** Information, such as charts, illustrations, brochures, and technical data, furnished by a bidder, on request as part of a bid, to describe the items offered; shows the characteristics or construction of a product, or explains its operation to determine the acceptability of the item.

**Firm:** A for-profit business, usually formed as a partnership that provides professional services, such as legal or accounting services. The theory of the firm posits that firms exist to maximize profits.

**Late Bid/Proposal:** A bid, proposal, withdrawal, or modification received, at the designated place for receipt, after the established due date and time. Procurement policies should be established in order to provide guidance regarding how late bids/proposals are handled administratively. In most public entities, late bids/proposals are not opened and may be returned to the bidder/proposer advising that the bid was received late (after the due date and time) and cannot be accepted.

**Mandatory:** Obligatory, required by order, a provision that may not be waived.

**Mandatory Requirements (Conditions):** Conditions set out in the specifications/statement of work that must be met without alteration. Not meeting mandatory requirements may be grounds for disqualification.

**Offeror:** The person/entity who submits a proposal in response to a Request for Proposals (RFP). One who makes an offer in response to a solicitation. Term *Bidder* is interchangeably throughout this RFP. *Also see definition of a Responsible and Responsive Offeror/Bidder.*

**Pre-Bid/ Pre-Proposal Conference(Meeting):** A meeting held by the buyer with potential bidders/offerors, prior to the opening of the solicitation for the purpose of answering questions, clarifying any ambiguities and responding to general issues in order to establish a common basis for understanding all of the requirements of the solicitation. This may result in the issuance of an addendum to all potential providers. In certain situations, a mandatory conference may be advisable

**Price:** The total amount, in money or other consideration, to be paid or charged for a commodity or service; normally includes all costs (direct labor, overhead, materials) and profit or fee.

## 23-2405 RFP For Construction Management At-Risk Services

**Request for Proposals (RFP):** The document used to solicit proposals from potential providers for goods and services (Offerors). Price is usually not a primary evaluation factor. Provides for the negotiation of all terms, including price prior to contract award. May include a provision for the negotiation of Best and Final Offers. May be a single step or multi-step process. Introduced in the Armed Services Procurement Act of 1962 as well as by the Competition in Contracting Act of 1984.

**Responsible Bidder/Offeror:** Also referred to as Responsible Proposer or Respondent. A contractor, business entity or individual who is fully capable to meet all of the requirements of the solicitation and subsequent contract. Must possess the full capability, including financial and technical, to perform as contractually required. Must be able to fully document the ability to provide good faith performance.

**Responsive Bidder/Offeror:** Also referred to as Responsive Proposer or Respondent. A contractor, business entity or individual who has submitted a bid or proposal that fully conforms in all material respects to the IFB/RFP and all of its requirements, including all form and substance.

**Service/Services Contract:** An agreement calling for a firm's time and effort. The furnishing of labor, time, or effort by a firm, which may involve to a lesser degree, the delivery or supply of products.

**Short List:** Names of candidates that have been narrowed considerably from a longer list of top-ranked Offerors.

**Solicitation:** An invitation for bids, a request for proposals, telephone calls or any document used to obtain bids or proposals for the purpose of entering into a contract.

**Scope of Work/Services:** A detailed, written description of the conceptual requirements for the project contained within a Request for Proposal. The scope of work should establish a clear understanding of what is required by the entity.

*(Definitions above provided by the National Institute of Governmental Purchasing and Free Dictionary.com)*

### **III. INTRODUCTION**

The purpose of this solicitation is to acquire services complying with the enclosed description and/or specifications and conditions.

MAXIMUM CONTRACT PERIOD- ESTIMATED: This contract will run until the completion of the project. Tentative opening of August 2026.

### **IV. PURPOSE**

Rock Hill School District Three, hereinafter sometimes referred to as “District,” may undertake construction projects within the parameters of this solicitation. The district reserves the right to add or delete any work associated with this solicitation. Offerors are not guaranteed any work, all work must be approved by the District, through a formal contract.

The solicitation for the services of a Construction Manager at-Risk will be delivered by the Qualification Bases Selection process along with the Technically Proposal method which includes a fee proposal (Standard Rates of Service). The District has chosen the CM-R delivery method specifically to allow concurrent design and construction activities, with the CM-R providing constructability reviews and other pre-construction services essential to the overall success of the project. The CM-R will have a fiduciary role and responsibility to the District. The CM-R must act in the best interest of the District, using its best efforts to perform the project in an expeditious and cost effective manner consistent with the District’s program requirements and budget.

\*\*\*NOTE\*\*\* There will not be a pre bid meeting. If you would like to schedule a site visit, please contact Brian Vaughan at least 24 hours in advance to schedule a visit. [Bvaughan@rhmail.org](mailto:Bvaughan@rhmail.org) 803-981-1150.

### **V. BACKGROUND**

Rock Hill School District Three of York County serves nearly 18,000 students ranging from pre-school to adult education. The District operates 28 schools/ campuses (1 early childhood center, 14 elementary schools, 5 middle schools, 3 high schools, 1 technology campus, and 1 alternative school). The District is the 11<sup>th</sup> largest in the state of South Carolina where approximately 2500 are employed.

## **VI. SCOPE OF SERVICES**

### **Scope**

The proposed project is a new replacement 2-story, 1000 student school with a potential square footage of +/- 150,000 SF, including all required site construction. Construction of the new school and required sitework will occur while the existing school is in operation. The summer of 2026 will include all sitework / roadway transitions required for school opening in August of 2026. The basis of the design is Jackson Creek Elementary School located at 7150 Trenholm Road Extension, Columbia SC 29333. This project will be used and adapted to the site and program as defined per Rock Hill Schools. Demolition of most of the existing Sunset Park ES is anticipated to be included in this scope of work. See Appendix V for the concept floor plans, site plan and rendering.

### **Quality**

The Project will be designed and constructed to a level of quality and timeliness that reflects the long-term use of a School District facility with due consideration given to life cycle costing and maintain compliance with both District and OSF requirements.

### **Project Objectives**

Both the CM-R and the design professionals will be responsible for understanding and implementing the District's project Requirements by accurately translating those requirements into a Basis of Design and incorporating the design concepts into a complete and coherent set of construction documents. After the approval of the CD by the District and OSF, the CM-R will be responsible for delivering a finished facility, on time, on budget, and in accordance with the District's Project Requirements.

The CM-R will be responsible for pricing and value engineering issues and for reconciliation of their cost with cost from the design professional's cost consultant. At an appropriate point during the project, the District will ask the CM-R to commit to a Guaranteed Maximum Price (GMP) for the project.

The CM-R shall competitively select all construction subcontracts and other work appropriate for competitive selection but is free to use qualification factors other than price of work to select construction subcontractors that will deliver the greatest value to the District in compliance with requirements of the Office of School facilities of the State of South Carolina.

In selecting a CM-R firm, the District will emphasize experience of the firm and its assigned personnel in providing like functions on projects of similar magnitude and complexity of the proposed project. Selection preference will be focused on firms that have depths of knowledge and resources for general contracting, scheduling, contract coordination and compliance, and budget control, as well as familiarity with state laws, ordinances as well as codes applicable to OSF and the District.

The CM-R as a part of its pre-construction services, will assist with developing a strategy for the best approach for the successful completion of the project. For example, without limitation, the CM-R will provide guidance



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and assistance in the preparation of a schedule and a reliable cost estimate.

**Standard AIA contracts will be used for this project.**

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

- a) Participate in design team meetings as required to facilitate the design process.
- b) Evaluate the design during development, providing analysis of alternate construction methods and materials for potential quality, cost, and schedule enhancements.
- c) Evaluate construction documents for constructability, maintainability, potential problems, errors, and compliance with the construction budget.
- d) Develop a comprehensive design and construction schedule, coordinating activities to accomplish the completion of the project by the earliest date possible within the cost limitation.
- e) Provide cost estimating, cost management, value analysis, and value engineering.
- f) Provide cost estimating of alternative means, methods, materials, and configurations of the design.
- g) Provide cost estimating of the individual construction packages.
- h) Develop a construction budget to be maintained throughout design and construction.
- i) Reconcile cost with Architect's cost consultant.

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

- a) Develop requirements for safety, quality assurance, and schedule adherence.
- b) Maintain on-site staff for construction management.
- c) Maintain a system for tracking the timely submittal, review, and approval of submittals.
- d) Coordinate, conduct, and document regular construction meetings.
- e) Prepare and submit change order documentation for review and approval by the Design Professional and the District.
- f) Maintain onsite records and submit monthly progress reports to the Design Professional and the District.
- g) Maintain quality control and ensure conformity to contract documents.
- h) Reconcile construction contract requirements with the construction budget.
- i) Assist the District with permits and inspections required by authorities having jurisdiction.
- j) Develop and maintain detailed design and construction schedule (CPM) indicating sequencing of construction activities and milestones necessary for completion of the project by the targeted date.
- k) Document activities associated with the administration, management, and construction of the project.
- l) Certify monthly all work in place and approve all subcontractor and vendor payment request.
- m) Coordinate with and respond to the Commissioning Consultant.
- n) Develop As-Built drawings for presentation to the Design Professional and District upon project completion.
- o) Coordinate post-completion activities, including start-up testing and break-in, as well as the assembly of guarantees, manuals, closeout documents, training, and the District's final acceptance.
- p) Monitor, coordinate, and resolve all warranty complaints to the satisfaction of the District during the

### **Post Occupancy**

- a) Implement and coordinate the on (1) year warranty inspection and related remedial work resulting from one (1) year warranty inspection.
- b) Respond to request for corrections for work items found not to be installed correctly.
- c) Respond to warranty related request.
  
- d) Assist in post-construction review of the facility.

### **Standard Rates of Service**

Each shortlisted firm invited to interview shall prepare and deliver a separate sealed Standard Rates of Service to the Selection Committee chair at the time of the interview. Following all interviews the Committee chair will open each standard rates of service. These standard rates of service will be part of the selection evaluation. If negotiations with the highest-ranked firm are not successful, the district will then invite the second-ranked firm to negotiate, and so on.

**Guaranteed Maximum Price:** At an appropriate point in the project and subject to contractual negotiations, the CM-R shall issue to the District a guaranteed maximum price (GMP) backed by a surety bond. The project shall be constructed within this GMP. To the extent professionally responsible, the CM-R will overlap the Design Development and Construction Phases when components are conducive to early construction starts, reflecting such in a master project schedule.

## **VII. ELABORATION AND CLARIFICATION**

If you do not ask questions or clarify any assumptions, the District will assume that you agree with and understand the requirements in the RFP. If, after examination of the various terms and conditions and requirements of this RFP, the Respondent believes there are any terms and conditions or requirements which remain unclear or which restrict competition, the Respondent must request, in writing, that District clarify the terms(s) and condition(s) and requirement(s) specified by the Respondent. The Respondent must provide the Section(s), Subsection(s), Paragraph(s), and page number(s) that identify the conditions or requirements questioned by the Respondent by 4:00pm on **November 6, 2023** which is the last day for questions. Questions should be directed to Lee Faris (RHSD Procurement) at wfaris@rhmai.org or Jimmy Wilhide (LS3P) at jimmywilhide@ls3p.com.

The District may ask any or all respondents to elaborate or clarify specific points or portions of their response. Clarification may take the form of written responses to questions or meetings to discuss the RFP and/or the participant's response.

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**No questions may be directed to or contacts made with members of the Rock Hill School Board, Superintendent, or any District staff not identified in this RFP as points of contacts during the period of time that this RFP is made public until the final selection is made, except as otherwise provided for herein. Violation of this prohibition will be subject to disqualification of the Bidder from further consideration.**

## **VIII. MANDATORY RESPONSE REQUIREMENTS AND SUBMITTAL FORMAT**

All proposals shall be submitted to Rock Hill School District no later than November 16, 2023 at 10:00 AM. Consultants shall deliver one (1) original **UNBOUND** copy, five (5) hard copies and one (1) USB drive of the information requested above. Proposals should be prepared simply and economically, providing a straight forward and concise response to satisfy the requirement of this Request for Proposal. All submittals must be clearly labeled on the outside of the envelope with the following wording: **"RFP#23-2405 Construction Manager at Risk Sunset Park."** All late proposals will be rejected. The District is not responsible for late RFP's caused by delays in mail delivery or a delay in any other method of delivery.

All Responses shall be on 8 1/2" x 11" paper with all standard text no smaller than twelve (12) points. Response shall be double-sided copying and be bound with tab dividers corresponding to the format requirements specified below. **Failure of the respondent to organize the information required by this RFP as outlined herein may result in the District, at its sole discretion, deeming the response non-responsive to the requirements of this RFP.** The Consultant, however, may reduce the repetition of identical information within several sections of the RFP by making the appropriate cross-references to other sections of the response. Submittals shall include the following information divided by **tabs**:

### **1. Pages 1 and 2 of this Request for Proposal.**

### **2. Company Stability (5% Factor)**

Company Stability: Stability of the firm, including the firm's corporate history including years of continuous operation in South Carolina, resources, form of Ownership including parent and/or holding company information, litigation history, financials, etc.

2-1 : Provide basic company information (If Proposer is a team or joint venture, provide the following information pertaining to both firms): Company name, address, name of primary contact, telephone number, fax number, e-mail address, and company website (if available). Provide form of ownership including parent and/or holding company information. Indicate # of years in continuous operation, number of personnel currently employed and volume of work currently under contract.

2-2 : Provide overview of firm's K-12 and South Carolina public project experience (if team or joint venture, provide this overview for each team member). Indicate number of years in continuous operation, number of personnel currently employed and volume of work currently under contract.

2-3 : If team or joint venture, explain contractual arrangement between team members and reason(s) for teaming.

2-4 : Please disclose whether or not the firm(s) has been involved in any litigation or claims with an Owner or Architects during the past five (5) years on public projects in South Carolina. List any active or pending litigation and provide a thorough explanation of its scope.

2-5 : The firm, in order to be deemed eligible for further evaluation, will issue the following statement asserting that the firm meets the minimum qualifications required for this project (supporting information is requested further into the process). The SIGNED statement shall read as follows:

- a) The firm must have sufficient bonding capacity for anticipated total cost of work. Provide letter from the bonding company. Include letter from Surety Company indicating bonding capacity and AM Best rating for the surety.
- b) The firm must demonstrate a commitment to safety with regard to Worker's Compensation by having an Experience Modification Rate (EMR) over the past three years of 1.0 or less. Include letter from insurance provider verifying EMR for past three years.
- c) Provide current insurance certificate outlining coverages for General Liability, Auto, Excess Umbrella and Worker's Compensation.
- d) The firm must have all necessary, valid and current licenses to do business in the State of South Carolina.

**3-Experience and Qualifications of the Proposed Project Team (30% Factor)**

Firm's relevant overall CM@R experience. Firm's relevant public project experience with OSF on projects within South Carolina. Experience of the project executive, project manager and superintendent on completed projects of similar size, type, and complexity; Assigned team's experience with effective budget and schedule control plans for this project; Provide information regarding % of primary team member's time committed to this project.

3-1 : Describe your firm's proposed organization for the general construction team including, managing principal(s), project executive, project manager, superintendent, project engineer, pre-construction manager, etc., who will manage the project. Please designate the specific individuals to fill the following key roles on your team:

- a) Managing Principal(s)

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- b) Project Executive
- c) Project Manager
- d) Superintendents (s)
- e) Project Engineer (s)
- f) Safety Manager
- g) Quality Control Manager
- h) Other (please describe, if applicable)

3-2 : Please provide, for each of the above personnel, current resumes listing relevant project experience and percentage of the person's time to be committed to this project.

3-3 : Provide an organizational chart showing the lines of responsibility and accountability for your team and proposed consultants.

### **4. Past Prior Experience (25% Factor)**

Previous performance of the firm on projects provided in RFQ Sections B1 and B2 including level of quality of the services of the firm to those customers, customer's statements of that quality, the firm's ability to meet established time requirements, the firm's response to project needs during preconstruction and construction, the firm's control of construction quality and budget. The Evaluation Committee will use references from stakeholders of the Evaluation Committee's choosing from previous projects of the finalists, among other information as necessary. This information will be collected by the Evaluation Committee from project references provided in the RFQ submittal.

4-1 : Provide information on the firm's construction management experience on relevant South Carolina K-12 "At-Risk", K-12 projects or other "At-Risk" projects of similar size, and complexity. For each project, provide the following information (limit 5 projects):

- a) Project Name and Location
- b) Name and location of Architect.
- c) Total square footage, construction cost, completion date and owner reference  
1.) (Name, Title, address and contact number).
- d) Brief narrative describing the scope of the project and services provided which demonstrates how the highlighted project relates to the current Project being considered.

4-2 : Provide information on the firm's general construction experience on relevant public projects in South Carolina (limit 5) of similar, size, function, and complexity. For

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each

project, provide the following information:

- a) Project name and location.
- b) Name and location of Architect.
- c) Total square footage, construction cost, project NTP and completion date, and owner reference (Name, Title, address and contact number).
- d) Brief narrative describing the scope of the project and services provided which demonstrates how the highlighted project relates to the current Project being considered.

4-3 : For projects provided in RFQ Sections 4-1 and 4-2 include the following information:

- a) Provide project photographs
- b) Provide a written reference and letter/s of recommendation from the Architect and Owner (with current contact information) familiar with your performance
- c) Original Proposed Substantial Completion Date vs. Actual Substantial Completion Date
- d) Original Contract Amount vs. Final Contract Amount
- e) Lost Time Incident Rate & Recordable Incident Rate

## **5. Management Approach (30% Factor)**

Firm's management approach to provide services for project, including the firm's apparent fit to the project type, delivery method, and unique qualifications for the project. The firm's cost and schedule management plans; Firm's approach for managing changes within the stated cost and schedule limitations; Firm's approach for competitively administering and evaluating proposal packages; The firm's subcontractor management plan; The firm's quality assurance program and plan; The firm's close-out plan; The firm's work force plan; The firm's safety plan and site logistics plan for proposed project. Submit a level 2 schedule showing proposers duration from NTP to Substantial Completion.

5-1 : Provide your proposed methods and plans of communication with the owner and project team.

5-2 : Describe your firm's approach to providing pre-construction services on this project

(estimating, value engineering and constructability reviews).

5-3 : Provide your detailed safety plan and site logistics plan for this project.

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5-4 : Provide detailed construction schedule phasing plan.

5-5 : Provide your detailed schedule management plan for this project during construction.

Describe systems and procedures your firm uses to manage the project schedule. Describe alternatives that may be explored to expedite schedule.

5-6 : Provide your quality control plan for this project. Describe your firm's approach for validating compliance with the construction documents. Explain your process for ensuring quality workmanship.

5-7 : Provide your detailed cost management plan for controlling costs on this project within the GMP during preconstruction. Describe your systems and procedures for controlling costs During construction.

5-8 : Provide your detailed subcontractor management plan including, contract document compliance procedures, project accounting procedures and issue resolution.

5-9 : Provide your detailed change management plan for managing cost and schedule exposures within the stated limitations.

5-10 : Provide your closeout management plan for this project. Describe your systems and procedures for your closeout plan.

5-11 : Provide your detailed plan for applying any services not specifically mentioned herein. Explain the relevance of these services to this project and how they benefit the project.

5-12 : Provide any information that may serve to differentiate your firm from other firms' technical approach for the project. This evaluation factor may include, but is not limited to:

- a) % of project portfolio completed as CM at Risk
- b) describe project controls approach methodology
- c) describe scheduling methodologies technology
- d) describe quality control program to ensure quality and regulatory standards are met
- e) describe formal commissioning methodology
- f) other services the offeror deems as relevant to this evaluation factor

### **6-Value Added (10% Factor)**

It is the desire of RHSD that minority owned businesses and small businesses have a fair and

equal opportunity to participate in the projects. The contractor(s) shall demonstrate the ability of the proposer to attract and encourage local and SWBE participation.

6-1 : Provide your procurement and workforce plan including details on your plan to assure



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local and SWMBE contractor opportunity.

6-2 : Provide specific examples for project specific local and SWMBE participation.

6-3: SWMBE and local subcontractor outreach methodologies offered by the firm

6-4 : Provide any additional information you feel your company would add to this project.

6-5 : Provide information on what may make your company stand out from the crowd.

#### **4. Appendices**

The Consultant shall complete and submit the following

Appendices:

- **Appendix I- References**
- **Appendix II- Standard Rates of Service (Provide in separate sealed envelope.) This is only required for short listed firms to provide at time of interviews.**
- **Appendix III- Non-Collusion Affidavit**
- **Appendix IV- Conflict of Interest**

### **IX. EVALUATION CRITERIA**

#### **Selection Committee:**

The selection of a CM-R service provider will be by a Selection Committee comprised of District representatives.

Shortlisting, Proposals, Interviews. Selection of the CM-R will be a two-step process as demonstrated below:

#### **A. Written Submittal (Qualifications Statements and technical proposals)**

The selection Committee will receive and review the statements of qualification, performance data, as well as the written technical proposals in response to this solicitation. The Selection Committee will evaluate all firms first against a set of qualifying criteria, to determine which firms are most qualified and suited for this project. Qualifications along with the written technical proposals will narrow the field to a shortlist of a minimum of (2) two firms. The shortlisted firms will be invited to respond to district questions and to define their proposals.

#### **B. Interview & Final Evaluation**

As part of the evaluation, shortlisted firms will be invited to a formal interview to explain their proposal and to answer questions from the Selection Committee. From the evaluations of the written proposals and the interview, the Selection Committee will rank the shortlisted firms in order of suitability and appropriateness for the project. Standard Rates of Service will need to be provided at this time.

| RFP Evaluation Criteria (Written Submissions)                        | Maximum Points |
|--|----------------|
| <b>1. Company Stability</b>  | 5%             |
| <b>2. Experience and Qualifications of the Proposed Project Team</b> | 30%            |
| <b>3. Past Prior Experience</b>                                      | 25%            |
| <b>4. Management Approach</b>  | 30%            |
| <b>5. Value Added Information</b>                                    | 10%            |

## FINAL EVALUATION

Upon COMPLETION OF THE EVALUATION of Project Proposals and interviews by the Evaluation Committee, proposers will be ranked in descending order of recommendations. Preconstruction Cost, Construction Fee, and General Conditions of the offeror with the highest-scoring Project Proposal will be negotiated between the highest-scoring firm and the district. In the event satisfactory Fees and General Conditions cannot be reached with the highest-scoring firm, the District will formally terminate the negotiations in writing and begin negotiations with the next highest-scoring ranking firm, and so on until a mutually agreed upon Fees and General Conditions are established. Once the successful General Contractor and the agreed upon Fees and General Conditions have been determined a CM@Risk services contract will be awarded by Rock Hill Schools.

## X. TENTATIVE SCHEDULE OF EVENTS

|  |                               |
|--|-------------------------------|
| Proposal Issue Date- Advertisement in SCBO and posted to the district's web site | October 9, 2023               |
| Deadline for written questions regarding the RFP                                 | November 6, 2023 @ 4:00 p.m.  |
| RFP Due  | November 16, 2023 @ 10:00 a.m |
| Completion of evaluation and notification to the shortlisted firms               | November 28, 2023             |
| The District interviews shortlisted firms  | December 5, 2023              |
| Selection of Firm  | December 12, 2023             |

## XI. AWARD CRITERIA

It is to the sole discretion of the District to determine the award method. Award will be made to the highest ranked, responsive, and responsible offeror whose offer is determined to be the most advantageous to the District.

**SPACE INTENTIONALLY LEFT BLANK**

## **XII. APPENDICES**

Appendix I- References

Appendix II- Standard Rates of Service

Appendix III- Non-Collusion Affidavit

Appendix IV- Conflict of Interest

Appendix V- Concept Drawings

# APPENDIX I- REFERENCES

| REFERENCE #1                |  |
|-----------------------------|--|
| COMPANY NAME:               |  |
| CONTACT NAME:               |  |
| ADDRESS:                    |  |
| PHONE:                      |  |
| EMAIL ADDRESS:              |  |
| DATE OF CONTRACT:           |  |
| DESCRIBED WORK<br>PERFORMED |  |

| REFERENCE #2                |  |
|-----------------------------|--|
| COMPANY NAME:               |  |
| CONTACT NAME:               |  |
| ADDRESS:                    |  |
| PHONE:                      |  |
| EMAIL ADDRESS:              |  |
| DATE OF CONTRACT:           |  |
| DESCRIBED WORK<br>PERFORMED |  |

| REFERENCE #3                |  |
|-----------------------------|--|
| COMPANY NAME:               |  |
| CONTACT NAME:               |  |
| ADDRESS:                    |  |
| PHONE:                      |  |
| EMAIL ADDRESS:              |  |
| DATE OF CONTRACT:           |  |
| DESCRIBED WORK<br>PERFORMED |  |

**Consultant must ensure the accuracy of the contact information.**

***Failure to provide accurate information may result in a lower evaluation.***

**APPENDIX II:****STANDARD RATES OF SERVICE**

CM at Risk Fees: To be provided in a sealed envelope included as part of the interview for shortlisted firms. Submit with the outside of the envelope stating the firms name and project name. Please be sure to include the fees indicated below for the project.

**A. Pre-Construction Phase (Lump Sum Fee): \_\_\_\_\_**

- Pre-construction Fee should reflect the estimated project schedule information provided Scope under Pre-Construction Services for a duration of 4 months.
- Pre-Construction service usually include field verification, constructability reviews, value engineering, design suggestions and cost estimated.

**B. Construction Fee (Fixed %): \_\_\_\_\_**

- As stated in 5.2 of the AIA-A133-CMC-2019, the Guaranteed Maximum Price consist of the Cost of the Work plus the Fee. Provide a percentage fee for the Construction Phase for the project and awarded volume increments shown below. Percentage fees should be reflected only in the volume increments that the firm wishes to be considered AND can obtain a performance and payment bond.
- Construction Phase fees shall include all home and or satellite office overhead and profit associated with the project. The District reserves the right to review staffing of project prior to finalizing the contract.

**C. General Conditions (Total GC's for Project): \_\_\_\_\_**

- General Contractor shall provide an itemized breakdown for total GC's estimated for the full duration of the construction project.
- General Contractor shall note that construction fee markup of submitted GC's is not permitted.

**Submitted by:** \_\_\_\_\_**Title:** \_\_\_\_\_**Company Name:** \_\_\_\_\_**Address:** \_\_\_\_\_**Telephone#:** \_\_\_\_\_**E-Mail Address:** \_\_\_\_\_**Signed:** \_\_\_\_\_**Date:** \_\_\_\_\_

**APPENDIX III- NON-COLLUSION AFFIDAVIT**

State of \_\_\_\_\_

County of \_\_\_\_\_

\_\_\_\_\_ being first duly sworn, deposes and says that:

(1) **I AM** \_\_\_\_\_ of \_\_\_\_\_, the Respondent that has submitted the attached RFP:

(2) **I AM** fully informed respecting the preparation and contents of the attached RFP and of all pertinent circumstances respecting such RFP:

(3) Such RFP is genuine and is not a collusive or sham RFP:

(4) Neither the said Respondent nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Respondent, firm or person to submit a collusive or sham in connection with the Contract for which the attached RFP has been submitted or to retain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Respondent, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the **District** or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached RFP are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

**Subscribed and sworn to before me**

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
**(Notary Public)**

**My commission expires** \_\_\_\_\_

#### APPENDIX IV- CONFLICT OF INTEREST

I, \_\_\_\_\_ (Offeror), on behalf of myself and my company, and my sub-Contractors, if applicable, certify the following, under penalty of perjury, that to the best of my knowledge and belief:

1. No circumstances currently exist that create a Conflict of Interest in my performing the services required by the Solicitation to which I am responding or the Agreement to be signed if I am the successful Offeror in response to this Solicitation, and
2. I understand and acknowledge that my failure to disclose any affiliation or relationship that creates or may create a Conflict of Interest shall be deemed a material misrepresentation and sufficient reason for Offeror and Offeror's company to be disqualified, suspended, and/or excluded from participating in this and any future solicitation and procurements as well as removal from the Rock Hill School District vendor database. It may further result in termination of any contractual relationship with Rock Hill School District (District) and may be grounds for disciplinary action, up to and including debarment by the District, fines, penalties, imprisonment, or civil suit to be brought against Offeror or Offeror's company.
3. That to my knowledge, no employee or official of the District, nor any public agency or official affected by this Solicitation or the Agreement to be signed if I am the successful Offeror, has any pecuniary interest in the business of the Offeror's company or Offeror's sub-Contractor(s), nor does Offeror or Offeror's sub-Contractor(s) have any interest that would conflict in any manner or degree with the performance related to this Solicitation or Agreement.
4. I warrant that I and my sub-Contractor(s), if any, have not employed or retained any company or person other than a bona fide employee working solely for the Offeror's company or sub-Contractor(s) in order to solicit or secure an agreement with Rock Hill School District, as related to this Solicitation or any resulting Agreement, and that I and my sub-Contractor(s), if any, have not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Offeror's company or Offeror's sub-Contractor(s) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award of any Agreement.
5. I warrant and represent that my offer identifies and explains below any unfair competitive advantage I or my company or sub-Contractor(s) may have in competing for the Agreement to result from this Solicitation and any actual or potential conflicts of interest that may arise from my participation in this Solicitation or my receipt of an award. I acknowledge that the District intends by this statement to identify any and all potential conflicts of interest and unfair competitive advantages held by any



Offeror, to prevent the existence of conflicting roles that might bias a Contractor's judgment, and prevent one Offeror or company from having an unfair competitive advantage over other Offerors.

The District, in its sole discretion, has the authority and responsibility to determine whether or not a conflict of interest or unfair competitive advantage exists, after a review of the relevant facts. I acknowledge and understand that if I or my company has an unfair competitive advantage or a conflict of interest; the District may withhold the award of this Agreement. Before withholding award on these grounds, an Offeror will be notified of the concerns and provided a reasonable opportunity to respond. Efforts to avoid or mitigate such concerns, including restrictions on future activities, may be considered.

**List any Actual or Potential Conflicts of Interest below or check the box below to certify that none exists. Failure to fully disclose information may result in penalties and/or sanctions as outlined in #2 above.**

**Please check only one box below.**

- ☐ **No known actual or potential Conflicts of Interest are subject to disclosure.**
- ☐ **All identified actual or potential Conflicts of Interest and/or Unfair Competitive advantage(s) are stated below and submitted for further review by Rock Hill School District.**

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6. I warrant that should I become aware of an actual or potential conflict of interest involving my company or sub-Contractor(s), if any, in performing the services under the Agreement or responding to this Solicitation, I will notify the District immediately. I also warrant that should I become aware of any competitive advantage that my company or sub-Contractor(s) have in responding to this Solicitation or providing services under an Agreement related to this Solicitation, I will immediately notify the District of the discovery of a possible competitive advantage. I understand and acknowledge that this obligation to inform the District of the discovery of a conflict of interest or competitive advantage is a continuing obligation and extends throughout the Term of the Agreement for this procurement.
  
7. By signing this statement, I certify for myself and on behalf of my company and any of my sub-Contractor(s) that I have and will comply with, and have not, and will not, induce a person to violate Title 8, Chapter 13 of the South Carolina Code of Laws, as amended (Ethics Act). I acknowledge and understand that the District may rescind any Agreement and recover all amounts expended as a result of any action taken in violation of this provision. If I or my company or sub-Contractor(s) participate, directly or indirectly, in the evaluation or award of public Agreements, including without limitation, change orders, or task orders regarding a public Agreement, I shall, if required by law to file such a statement, provide the statement required by Section 8-13-1150 to the Purchasing Agent at the same time the law required the statement to be filed.

Company Name: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**APPENDIX V- CONCEPT DRAWINGS**







NEW SUNSET PARK CAS - CONCEPT

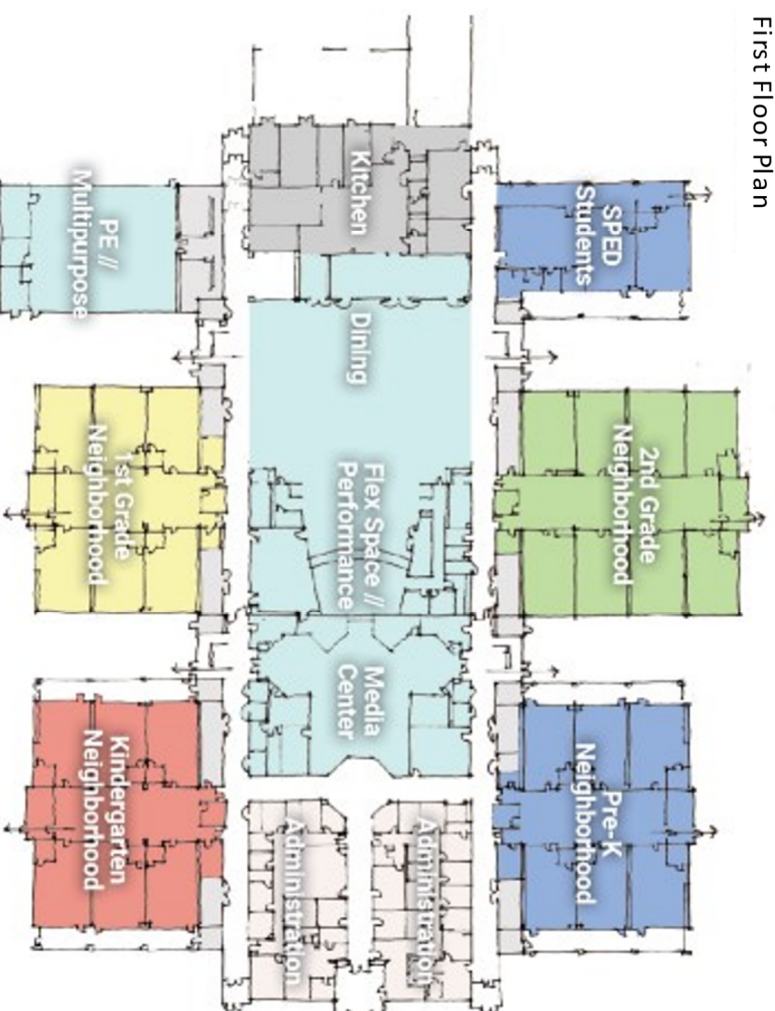




# TAKING THE LEAD IN EDUCATION

Preliminary Concepts – Floor Plans

First Floor Plan



Sustainable & Healthy Schools



STEM // Project Based Learning



Safety & Security



Flexibility & Adaptability



Technology Integration



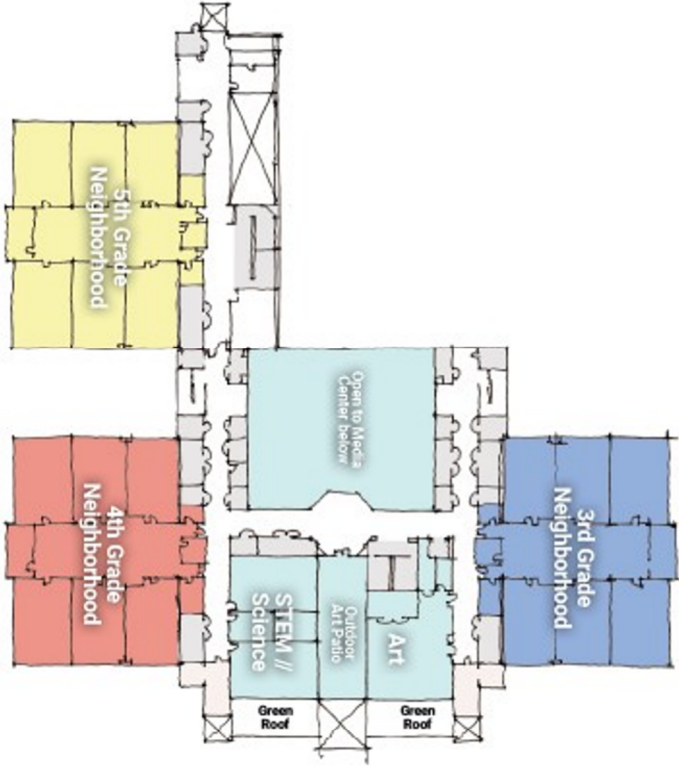
Collaboration Space









# TAKING THE LEAD IN EDUCATION

Preliminary Concepts – Floor Plans

Second Floor Plan



CHILD-CENTERED  
LEARNING ENVIRONMENT  
WHERE ALL CHILDREN  
LEARN AT HIGH LEVELS

|  |   |  |
|--|---|--|
| <br>Sustainable & Healthy Schools | <br>STEM // Project Based Learning | <br>Safety & Security   |
| <br>Flexibility & Adaptability    | <br>Technology Integration         | <br>Collaboration Space |