

UNIVERSITY OF SOUTH CAROLINA

Request for Proposal

USC Beaufort Hilton Head Island Hospitality
Management Facility CM @ Risk

State Project H36-9516-PG-B

11/12/2015

REQUEST FOR PROPOSAL

PROJECT OVERVIEW

GENERAL

The University of South Carolina (“USC” or “the University”) is requesting qualified firms to submit technical and cost proposals and to participate in a formal interview, all as described herein, to further define the firm’s qualifications to serve as a Construction Manager-At Risk (CM-R) for the USC Beaufort Hilton Head Island Hospitality Management Facility. The successful firm will be asked to provide preconstruction and construction management services in accordance with the terms, conditions, and requirements set forth in this Request for Proposal.

Design and construction for this project must comply with the OSE *Manual for the Execution of State Permanent Improvements—Part II* (<http://procurement.sc.gov/PS/agency/PS-agency-construction.phtml>) and all applicable codes and regulations (see the Related Resources link on the web page above). The CM-R will join the design team in determining the best order in which to complete the renovations given site logistics, schedule, and work to be accomplished, etc. The University, with the assistance of Liollo Architecture (“Designer”), is currently developing construction documents to define the project scope, budget and schedule for the project. The successful respondent is expected to be a major contributor to the final development, verification and approval of the scope, cost and schedule during preconstruction services. Authorization to proceed with services beyond the preconstruction services is contingent upon the approval by the University and by State agencies of the final Facility Program and its associated cost and schedule.

The successful proposer will provide preconstruction design assistance services including, but not limited to: schedule and constructability reviews; verify the Design Team estimate, value engineering (VE); identification of alternatives in project delivery phasing and early procurement options; prequalification of trade subcontractors; identify and encourage minority participation on all levels; and preliminary pricing of general conditions site services and the general and trade contracts. These activities will support the development and submission of a Guaranteed Maximum Price (GMP) as the construction documents prepared by the design team reach a point for pricing near the end of the design phase.

At the University’s discretion the CM-R will be asked to assume responsibility for project construction cost at an approved GMP and to proceed with execution of the project by bidding and managing the general and trade contracts. If authorized by the University, the negotiated GMP will become a contractual obligation. CM-R will also develop an overall project master schedule, which will also become a contractual obligation. The CM-R will be responsible for the construction of the entire project, including management and coordination of all construction permit approvals, trade contracts and subcontracts, shop drawings, change orders and punch lists. The CM-R will also be responsible for delivery of record drawings, OEM manuals and warranties. The University and the Designer will routinely inspect construction to protect the University’s interests and to validate pay applications. The project will be subject to all third party inspections required by the Office of State Engineer.

In selecting a firm, the University will place great emphasis on the experience of the firm and assigned personnel in providing similar services on projects of similar magnitude and complexity as the proposed project. Selection preference will be toward firms that demonstrate substantial depths of knowledge and resources in the successful application of the principles of CM-R and general contracting, scheduling, contract coordination and compliance and budget control on projects of similar scope and complexity, and who are familiar with State, County, and City laws, ordinances, and codes. Small and minority business enterprises as certified by the Small and Minority Business Assistance Office (SMBAO) are encouraged to respond to this request.

The University makes no guarantee that any award will be made as a result of the solicitation, and reserves

REQUEST FOR PROPOSAL

the right to accept or reject any or all submittals; waive any informalities, irregularities or minor technical inconsistencies; or delete any item or requirement from this solicitation or any resultant contract when deemed to be in the University's best interest. Any and all representations made within the Technical or Cost Proposal or during the Interview shall be binding on the Proposer.

PROJECT SCOPE

The project consists of a construction of a new Hospitality Management Facility located on Hilton Head Island, South Carolina. The building will be approximately 40,000 square feet to include classrooms, a culinary lab, a library, office and support spaces and the Osher Lifelong Learning Institute and will house the USC Beaufort third and fourth year Hospitality Management academic program.

The CM-R, working with the University and the Designer, will be responsible for developing the detailed Project Master Schedule and coordinating all activities to accomplish the full completion of the project in accordance with the Baseline Master Schedule.

PROJECT PROCUREMENT

GENERAL

The selection of the CM-R will comply with the guidelines of the South Carolina Procurement Code (Title 11, Chapter 35) and Regulations, including the Office of State Engineer (OSE) *RFP Handbook* and the *Manual for Planning and Execution of State Permanent Improvements – Part II* (OSE Manual) and as outlined below. Hyperlinks to these resources are provided above. Firms interested in competing may download additional documents from the University's website – a link is provided in the South Carolina Business Opportunities (SCBO) advertisement. The selected firm shall be the firm that, in the University's opinion, offers a technically superior combination of demonstrated performance, relevant experience and technical and professional qualifications, provided that the proposer offers a fair and reasonable price.

POINT OF CONTACT

The University designates the following person as its Procurement Officer for this solicitation. Respondents shall restrict all contact with the University and direct all questions, including questions regarding terms and conditions, to this person.

Ms. Lind Jackson
Facilities Business and Finance
743 Greene Street
Columbia, SC 29201
Phone: 803-777-3489
Fax: 803-777-8739
Email: ljackson@fmc.sc.edu

SCHEDULE

It is understood that while the dates for successful completion of individual elements of the selection and award process may be adjusted to reflect actual progress, the following dates represent dates that the University believes are both reasonable and achievable with the full cooperation and support of all parties. Proposers are encouraged to evaluate their willingness to commit to full and unhindered support of this schedule before electing to participate in this competition.

- 1/21/2016 Request for Proposal published
- 1/28/2016 Deadline for submission of written questions
- 2/10/2016 Deadline for submission of Proposals

REQUEST FOR PROPOSAL

- 2/17/2016 Shortlist meeting
- 2/29/2016 Interviews and Final Ranking

DEFINITIONS

For the purposes of this solicitation the following definitions apply:

Total Project Cost (TPC): The sum of all charges to the project funding account, including the following major cost elements. TPC cannot exceed fifteen million thousand dollars (\$15,000,000).

- Owner's Furnishings, Fixtures and Equipment
- Other Owner Costs (design fees, field investigations, inspections, etc.)
- Owner's Overall Project Contingency
- Design Phase Contingency (Owner-controlled)
- Total Construction Cost

Total Construction Cost (TCC): The negotiated sum of all direct and indirect charges for project construction, including the following major cost elements. This amount must be fully bonded as a contractual obligation. TCC is estimated to be in the range of fourteen million to fifteen million dollars (\$14,000,000 to \$15,000,000).

- General Conditions Cost
- CM-R Costs and Fees (both preconstruction and construction)
- Maximum Allowable Construction Cost
- Hazardous Material Handling Cost

Maximum Allowable Construction Cost (MACC): A negotiated amount that includes the following elements. This amount will be a contractual obligation.

- Cost of the Construction (the Construction Buy-Out)
- Buy-Out Contingency (unspent Buy-Out Contingency reverts to the Owner at the conclusion of the Buy-Out phase)
- Construction Contingency (unspent Construction Contingency reverts to the Owner at Substantial Completion)

Guaranteed Maximum Price (GMP): The MACC less the unspent Buy-Out Contingency. The successful firm may be asked to submit multiple GMPs (e.g. Site and Utility GMP) in addition to a remaining total GMP.

PROPOSALS

Once the initial review of the Technical Proposals is complete, short-listed firms will be asked to make a presentation to the Selection Committee, at a place and time specified by the University, which will further define the firm's qualifications to undertake and complete the Project successfully. The Selection Committee may choose to ask individual firms to address specific areas or questions that arise during the review of the Technical Proposals. The time allotted to each firm for the presentation and interview shall not exceed 60 minutes (45 minutes for presentation, 15 minutes for questions). The format of the firm's presentation during the interview session is at the discretion of the proposer; however, firms should be wary of complex electronic presentations. All members of the Selection Committee will be present during the formal interview. Firms shall address any questions, prior to the interview, to the University's Point of Contact. Firms shall not contact any members of the Selection Committee or anyone in the Architectural firm.

At the conclusion of the interviews the firms will be ranked on technical merit. Based on that review the University may choose to proceed directly with award or enter into discussions or negotiations with the highest ranked firm as allowed by the Consolidated Procurement Code and Regulations.

REQUEST FOR PROPOSAL

In the event a satisfactory Preconstruction Services fee cannot be reached with the highest ranking firm, the University will enter into discussions or negotiations in turn with the second ranked firm or the third ranked firm until a mutually agreed-upon fee is established with one of the finalists, or the solicitation is terminated.

TECHNICAL PROPOSAL

The Technical Proposals will be evaluated against a set of criteria to determine the firm most qualified and suited for this project and whose proposal is deemed to be in the best interest of the University and the Town of Hilton Head. The evaluation includes a mandatory pass-fail criteria and technical qualifications that will be evaluated by the Selection Committee. Factors to be considered in the evaluation of the Technical Proposals include:

- Prerequisite Criteria – Firms must meet the criteria in the Submittal Conditions, Requirements and Instructions. Firms are advised to familiarize themselves with current requirements for licensing and bonding of public projects in South Carolina. Firms that do not meet these criteria are **automatically disqualified** from further evaluation.
- Technical Merit Criteria - For those responses that have met the Prerequisite Criteria, the Selection Committee will evaluate the submittals based upon the general criteria listed below and explained in further detail in the Submittal Conditions, Requirements and Instructions. The University has established the relative importance of each element and sub-element of the criteria and has listed them in descending order of relative importance.
 - I. Personnel Experience
 - a. Depth of Personnel Resources with relevant experience
 - b. Qualifications and Experience of the Proposed Project Team
 - II. Firm Experience
 - a. General CM-R Project Experience
 - b. Specific CM-R Project Experience
 - III. Project Management Plan
 - IV. M/WBE Participation
 - V. Services
 - VI. Financial Information
 - VII. Location of Project Office
 - VIII. Cost Proposal

CLARIFICATION OF THE PROPOSALS

The Committee will review the technical proposals to determine whether there are aspects of a proposal that are unclear or contain errors, omissions or misunderstandings to the extent that the Committee is in doubt as to the precise meaning of the proposer. In that event the point of contact will seek written clarification from the proposer for the Committee. The purpose of clarification is not to remediate, but to understand. During the clarification process the Committee will not engage in negotiations related to price or potential improvements in the technical proposals as originally presented.

COMPETITIVE RANGE

Following clarifications, the Committee may determine that a firm's proposal is so lacking in technical merit or cost reasonableness that it may render it non-competitive in comparison of the other proposals. Such proposals shall be determined to be outside the competitive range and excluded from further consideration.

REQUEST FOR PROPOSAL

DISCUSSIONS

The University reserves the right to conduct discussions if they are deemed necessary with any firm deemed acceptable or potentially acceptable, and that have a reasonable chance of being awarded the contract. The Procurement Officer will manage any discussions on behalf of the University.

INTERVIEWS

Firms whose proposals are deemed to be acceptable or potentially acceptable shall be asked to participate in an interview with the University. The purpose of the interview will be to meet the proposed Project Team, to become familiar with key personnel, and to gain a full understanding of the proposer's project approach and ability to meet the stated objectives for the Project. Firms should be prepared to discuss with specificity the firm's capacity to conduct this work in compliance with the University's timetable, scope and budgetary goals. Firms should focus their presentations on the detailed plan for managing the cost, schedule, and quality of the project and any unique characteristics or services the firm offers and their value to the University for this specific project.

Firms are discouraged from reviewing company history and experience presented in the Technical Proposal unless this information is relevant to the project-specific management plan. All key project personnel shall be present at the interview, including *at a minimum* the project superintendent, project manager, project director, lead cost estimator, minority outreach coordinator and project executive. Firms should plan the allotted presentation time to address all elements listed below:

- Overall impression of key team members (project manager, superintendent, project director, cost estimator, project executive, etc.)
- Methodology presented to assure success
- Ability of principals to engender confidence in the ability of the firm to complete the project within the time and cost budgeted
- Ability of team members to communicate during the interview process
- Ability to effectively answer questions and problem solve in meeting

FINAL EVALUATION

Once interviews are complete, the Committee will do a final evaluation and ranking of short-listed firms using the stated evaluation criteria. Provided that the cost proposal of the highest-ranked offeror conforms to the requirements of the RFP and presents a fair and reasonable price for the services required, the Committee will proceed with the award process. The Committee's determination of technical merit and cost reasonableness may involve clarifications and negotiations as described below.

NEGOTIATIONS

The Committee reserves the right to award a contract without further negotiations. To the extent necessary to reach an award decision, the Committee will direct the Procurement Official to conduct negotiations with the highest-ranked offeror, or lower-ranked offerors in turn. The purpose of negotiation is to obtain an improvement in price, delivery or content in circumstances which do not put other offerors at a disadvantage or affect adversely their confidence or trust in the competitive award system. All negotiations will be conducted by the Procurement Official in accordance with the requirements of SC Code Ann. 11-35-1530(8) and Part (C) of Appendix D to the Manual for Planning and Execution of State Permanent Improvements – Part II, with a detailed record of all exchanges written and verbal. The Procurement Official may be assisted by technical advisors if considered necessary, including, in some instances, the specialists who are most familiar with what is needed to remedy errors and correct deficiencies.

REQUEST FOR PROPOSAL

BEST AND FINAL OFFERS (BAFO)

The University reserves the right to conduct Best and Final Offers before, after, or without negotiations. The Procurement Officer will manage the process and insure that all ranked offerors are notified of the amendment seeking Best and Final Offers.

UNIVERSITY / CM-R AGREEMENT

The CM-R shall generally provide the complete scope of services outlined in the AIA A133—2009 and A201—2007, with OSE 00502 & OSE 812 supplementary conditions and modifications as determined by the University and Office of the State Engineer (OSE). The level of effort and the detailed scope will be defined during contract negotiations.

The final contract will be Actual Cost plus a Fixed Fee not to exceed the Guaranteed Maximum Price (GMP). Should the project execution plan require the project to proceed in several steps it is expected that the CM-R's services will be executed seamlessly based on appropriately executed amendments to the contract.

The Project will be Open Book as described more completely in the Contract Documents. All savings, including unused contingencies, will be returned to the University, unless otherwise provided in the final Agreement between the University and the CM-R.

You hereby agree to the following according to the Manual for Planning and Execution of State Permanent Improvements Part II:

- A. Disclosure of Conflicts of Interest or Unfair Competitive Advantage (2011):** You warrant and represent that your offer identifies and explains any unfair competitive advantage you may have in competing for the proposed contract and any actual or potential conflicts of interest that may arise from your participation in this competition or your receipt of an award. Without limitation, an unfair competitive advantage exists where a contractor competing for award possesses either proprietary information that was obtained from a government official without proper authorization or source selection information (as defined in Regulation 19-445.2010(C)) that is relevant to the contract but is not available to all competitors, and such information would assist that contractor in obtaining the contract. If you have an unfair competitive advantage or a conflict of interest, the state may withhold award. 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.
- B. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:** GIVING FALSE, MISLEADING, OR INCOMPLETE INFORMATION ON THIS CERTIFICATION MAY RENDER YOU SUBJECT TO PROSECUTION UNDER SECTION 16-9-10 OF THE SOUTH CAROLINA CODE OF LAWS AND OTHER APPLICABLE LAWS.
 1. By submitting an offer, the offeror certifies that—
 - a. The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to—
 - (i) Those prices;
 - (ii) The intention to submit an offer; or
 - (iii) The methods or factors used to calculate the prices offered.
 - b. The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of

REQUEST FOR PROPOSAL

- a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- c. No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.
2. Each signature on the offer is considered to be a certification by the signatory that the signatory—
 - a. Is the person in the offeror's organization responsible for determining the prices being offered in this offer, and that the signatory has not participated and will not participate in any action contrary to paragraphs 1.a. through 1.c. of this certification; or
 - b. (i) Has been authorized, in writing, to act as agent for the offeror's principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs 1.a. through 1.c. of this certification [As used in this subdivision 2.b.(i), the term "principals" means the person(s) in the offeror's organization responsible for determining the prices offered in this bid];
(ii) As an authorized agent, does certify that the principals referenced in subdivision 2.b.(i) of this certification have not participated, and will not participate, in any action contrary to paragraphs 1.a through 1.c. of this certification; and
(iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs 1.a. through 1.c. of this certification.
 3. If the offeror deletes or modifies paragraph 1.b. of this certification, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.
- C. **CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS:**
1. a. By submitting an Offer, Offeror certifies, to the best of its knowledge and belief, that-
 - (i) Offeror and/or any of its Principals-
 - (a) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency;
 - (b) Have not, within a three-year period preceding this bid, 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 bids; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
 - (c) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph 1.a.(i)(b) of this provision.
 - (ii) Offeror has not, within a three-year period preceding this bid, had one or more contracts terminated for default by any public (Federal, state, or local) entity.
 - b. "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).
2. Offeror shall provide immediate written notice to the Procurement Officer if, at any time prior to contract award, Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
 3. If Offeror is unable to certify the representations stated in paragraphs 1.a., Offer must submit a written explanation regarding its inability to make the certification. The certification will be considered in connection with a review of the Offeror's responsibility. Failure of the Offeror

REQUEST FOR PROPOSAL

to furnish additional information as requested by the Procurement Officer may render the Offeror non-responsible.

4. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
 5. The certification in paragraph 1. of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly or in bad faith rendered an erroneous certification, in addition to other remedies available to the State, the Procurement Officer may terminate the contract resulting from this solicitation for default.
- D. **ETHICS CERTIFICATE:** By submitting a offer, the offeror certifies that the offeror has and will comply with, and has not, and will not, induce a person to violate Title 8, Chapter 13 of the South Carolina Code of Laws, as amended (ethics act). The following statutes require special attention: Section 8-13-700, regarding use of official position for financial gain; Section 8-13-705, regarding gifts to influence action of public official; Section 8-13-720, regarding offering money for advice or assistance of public official; Sections 8-13-755 and 8-13-760, regarding restrictions on employment by former public official; Section 8-13-775, prohibiting public official with economic interests from acting on contracts; Section 8-13-790, regarding recovery of kickbacks; Section 8-13-1150, regarding statements to be filed by consultants; and Section 8-13-1342, regarding restrictions on contributions by contractor to candidate who participated in awarding of contract. The state may rescind any contract and recover all amounts expended as a result of any action taken in violation of this provision. If contractor participates, directly or indirectly, in the evaluation or award of public contracts, including without limitation, change orders or task orders regarding a public contract, contractor shall, if required by law to file such a statement, provide the statement required by Section 8-13-1150 to the procurement officer at the same time the law requires the statement to be filed.
- E. **RESTRICTIONS APPLICABLE TO OFFERORS & GIFTS:** Violation of these restrictions may result in disqualification of your bid, suspension or debarment, and may constitute a violation of the state Ethics Act.
1. After issuance of the solicitation, ***offeror agrees not to discuss this procurement activity in any way with the Owner or its employees, agents or officials.*** All communications must be solely with the Procurement Officer. This restriction may be lifted by express written permission from the Procurement Officer. This restriction expires once a contract has been formed.

Unless otherwise approved in writing by the Procurement Officer, ***offeror agrees not to give anything to the Owner, any affiliated organizations, or the employees, agents or officials of either, prior to award.***
 2. Offeror acknowledges that the policy of the State is that a governmental body should not accept or solicit a gift, directly or indirectly, from a donor if the governmental body has reason to believe the donor has or is seeking to obtain contractual or other business or financial relationships with the governmental body. Regulation 19-445.2165(C) broadly defines the term donor.
- F. **NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING (IMPORTANT TAX NOTICE - NONRESIDENTS ONLY):**
1. Withholding Requirements for Payments to Nonresidents: Section 12-8-550 of the South Carolina Code of Laws requires persons hiring or contracting with a nonresident conducting a business or performing personal services of a temporary nature within South Carolina to withhold 2% of each payment made to the nonresident.
 2. The withholding requirement does not apply to:

REQUEST FOR PROPOSAL

- a. payments on purchase orders for tangible personal property when the payments are not accompanied by services to be performed in South Carolina,
 - b. nonresidents who are not conducting business in South Carolina,
 - c. nonresidents for contracts that do not exceed \$10,000 in a calendar year, or
 - d. payments to a nonresident who
 - (i) registers with either the S.C. Department of Revenue or the S.C. Secretary of State and
 - (ii) submits a Nonresident Taxpayer Registration Affidavit - Income Tax Withholding, Form I-312 to the person letting the contract.
 3. For information about other withholding requirements (e.g., employee withholding), contact the Withholding Section at the South Carolina Department of Revenue at 803-898-5383 or visit the Department's website at: www.sctax.org
 4. This notice is for informational purposes only. This Owner does not administer and has no authority over tax issues. All registration questions should be directed to the License and Registration Section at 803-898-5872 or to the South Carolina Department of Revenue, Registration Unit, Columbia, S.C. 29214-0140. All withholding questions should be directed to the Withholding Section at 803-898- 5383.
 5. PLEASE SEE THE "NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING" FORM (FORM NUMBER I-312) LOCATED AT: <http://www.sctax.org/forms/withholding/i-312-form>
- G. SUBMITTING CONFIDENTIAL INFORMATION:**
1. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that Offeror contends contains information that is exempt from public disclosure because it is either
 - a. a trade secret as defined in Section 30-4-40(a)(1), or
 - b. privileged & confidential, as that phrase is used in Section 11-35-410.
 2. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the words "TRADE SECRET" every page, or portion thereof, that Offeror contends contains a trade secret as that term is defined by Section 39-8-20 of the Trade Secrets Act.
 3. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "PROTECTED" every page, or portion thereof, that Offeror contends is protected by Section 11-35-1810.
 4. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. Do not mark your entire bid as confidential, trade secret, or protected! If your bid or any part thereof, is improperly marked as confidential or trade secret or protected, the State may, in its sole discretion, determine it nonresponsive. If only portions of a page are subject to some protection, do not mark the entire page.
 5. By submitting a response to this solicitation, Offeror
 - a. agrees to the public disclosure of every page of every document regarding this solicitation or request that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, & documents submitted during negotiations), unless the page is conspicuously marked "TRADE SECRET" or "CONFIDENTIAL" or "PROTECTED",

REQUEST FOR PROPOSAL

- b. agrees that any information not marked, as required by these bidding instructions, as a "Trade Secret" is not a trade secret as defined by the Trade Secrets Act, and
 - c. agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, are subject to public disclosure.
- 6. In determining whether to release documents, the State will detrimentally rely on Offeror's marking of documents, as required by these bidding instructions, as being either "Confidential" or "Trade Secret" or "PROTECTED".
- 7. By submitting a response, Offeror agrees to defend, indemnify & hold harmless the State of South Carolina, its officers & employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from the State withholding information that Offeror marked as "confidential" or "trade secret" or "PROTECTED".
- H. **SOLICITATION INFORMATION FROM SOURCES OTHER THAN OFFICIAL SOURCE:** South Carolina Business Opportunities (SCBO) is the official state government publication for State of South Carolina solicitations. Any information on State agency solicitations obtained from any other source is unofficial and any reliance placed on such information is at the offeror's sole risk and is without recourse under the South Carolina Consolidated Procurement Code.
- I. **TAX CREDIT FOR SUBCONTRACTING WITH MINORITY FIRMS:** Pursuant to Section 12-6-3350, taxpayers, who utilize certified minority subcontractors, may take a tax credit equal to 4% of the payments they make to said subcontractors. The payments claimed must be based on work performed directly for a South Carolina state contract. The credit is limited to a maximum of fifty thousand dollars annually. The taxpayer is eligible to claim the credit for 10 consecutive taxable years beginning with the taxable year in which the first payment is made to the subcontractor that qualifies for the credit. After the above ten consecutive taxable years, the taxpayer is no longer eligible for the credit. The credit may be claimed on Form TC-2, "Minority Business Credit." A copy of the subcontractor's certificate from the Governor's Office of Small and Minority Business (OSMBA) is to be attached to the contractor's income tax return. Taxpayers must maintain evidence of work performed for a State contract by the minority subcontractor. Questions regarding the tax credit and how to file are to be referred to: SC Department of Revenue, Research and Review, Phone: (803) 898-5786, Fax: (803) 898-5888. The subcontractor must be certified as to the criteria of a "Minority Firm" by the Governor's Office of Small and Minority Business Assistance (OSMBA). Certificates are issued to subcontractors upon successful completion of the certification process. Questions regarding subcontractor certification are to be referred to: Governor's Office of Small and Minority Business Assistance, Phone: (803) 734-0657, Fax: (803) 734-2498. Reference: SC §11-35-5010 – Definition for Minority Subcontractor & SC §11-35-5230 (B) – Regulations for Negotiating with State Minority Firms.
- J. **CLARIFICATION (NOV 2007):** Pursuant to Section 11-35-1520(8), the Procurement Officer may elect to communicate with you after opening for the purpose of clarifying either your offer or the requirements of the solicitation. Such communications may be conducted only with offerors who have submitted an offer which obviously conforms in all material aspects to the solicitation. Clarification of an offer must be documented in writing and included with the offer. Clarifications may not be used to revise an offer or the solicitation. [Section 11-35-1520(8); R.19-445.2080]
- K. **DISCUSSIONS & NEGOTIATIONS (NOV 2007):** Submit your best terms from a cost or price and from a technical standpoint. Your proposal may be evaluated and your offer accepted without any discussions, negotiations, or prior notice. Ordinarily, nonresponsive proposals will be rejected outright. Nevertheless, the State may elect to conduct discussions, including the possibility of limited proposal revisions, but only for those proposals reasonably susceptible of being selected for award. If improper revisions are submitted, the State may elect to consider only your unrevised initial proposal. [11-35-1530(6); R.19-445.2095(I)] The State may also elect to conduct

REQUEST FOR PROPOSAL

negotiations, beginning with the highest ranked offeror, or seek best and final offers, as provided in Section 11-35-1530(8). If negotiations are conducted, the State may elect to disregard the negotiations and accept your original proposal.

- L. **IRAN DIVESTMENT ACT - CERTIFICATION (JAN 2015):** (a) The Iran Divestment Act List is a list published by the Board pursuant to Section 11-57-310 that identifies persons engaged in investment activities in Iran. Currently, the list is available at the following URL: <http://procurement.sc.gov/PS/PS-iran-divestment.phtm>(.) Section 11-57-310 requires the government to provide a person ninety days written notice before he is included on the list. The following representation, which is required by Section 11-57-330(A), is a material inducement for the State to award a contract to you. (b) By signing your Offer, you certify that, as of the date you sign, you are not on the then-current version of the Iran Divestment Act List. (c) You must notify the Procurement Officer immediately if, at any time before posting of a final statement of award, you are added to the Iran Divestment Act List.

C.2 CLAUSES WHICH WILL BE USED IN CONTRACT:

- A. **Economic Conflict of Interest (2011):** A contractor shall not have or exercise any official responsibility regarding a public contract in which the contractor, or a business with which he is associated, has an economic interest. A person working for contractor shall not have or exercise any official responsibility regarding a public contract in which the person, an individual with whom he is associated, or his family members have an economic interest. If contractor is asked by any person to violate, or does violate, either of these restrictions, contractor shall immediately communicate such information to the procurement officer. The state may rescind, and recover any amount expended as a result of, any action taken or contract entered in violation of this provision. The terms "business with which he is associated," "economic interest," "family member," "immediate family," "individual with whom he is associated," "official responsibility" and "person" have the meanings provided in Section 8-13-100.
- B. **ILLEGAL IMMIGRATION:**
1. Contractor certifies and agrees that it will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agrees to provide to the State upon request any documentation required to establish either that:
 - a. Title 8, Chapter 14 is inapplicable both to Contractor and its subcontractors or sub-subcontractors; or
 - b. Contractor and its 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."
 2. Contractor agrees to include in any contracts with its subcontractors language requiring its 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. (An overview is available at www.procurement.sc.gov)
- C. **DRUG-FREE WORKPLACE:** The Contractor certifies to the Owner that Contractor will provide a Drug-Free Workplace, as required by Title 44, Chapter 107 of the South Carolina Code of Laws, as amended.
- D. **FALSE CLAIMS:** According to the S.C. Code of Laws § 16-13-240, "a person who by false pretense or representation obtains the signature of a person to a written instrument or obtains from another person any chattel, money, valuable security, or other property, real or personal, with intent to cheat and defraud a person of that property is guilty" of a crime.

REQUEST FOR PROPOSAL

- E. NON-INDEMNIFICATION:** Any term or condition is void to the extent it requires the State to indemnify anyone. It is unlawful for a person charged with disbursements of state funds appropriated by the General Assembly to exceed the amounts and purposes stated in the appropriations. (§ 11-9-20) It is unlawful for an authorized public officer to enter into a contract for a purpose in which the sum is in excess of the amount appropriated for that purpose. It is unlawful for an authorized public officer to divert or appropriate the funds arising from any tax levied and collected for any one fiscal year to the payment of an indebtedness contracted or incurred for a previous year. (§ 11-1-40)
- F. PRICING DATA AND AUDIT**
- 1.** Cost or Pricing Data - Upon request of the Owner or Architect, Contractor shall submit cost or pricing data prior to execution of a Modification which exceeds \$100,000. Contractor shall certify that, to the best of its knowledge and belief, the cost or pricing data submitted is accurate, complete, and current as of a mutually determined specified date prior to the date of pricing the Modification. Contractor's price, including profit, shall be adjusted to exclude any significant sums by which such price was increased because Contractor furnished cost or pricing data that was inaccurate, incomplete, or not current as of the date specified by the parties. Notwithstanding Subparagraph 9.10.4, such adjustments may be made after final payment to the Contractor.

Cost or pricing data means all facts that, as of the date specified by the parties, prudent buyers and sellers would reasonably expect to affect price negotiations significantly. Cost or pricing data are factual, not judgmental; and are verifiable. While they do not indicate the accuracy of the prospective contractor's judgment about estimated future costs or projections, they do include the data forming the basis for that judgment. Cost or pricing data are more than historical accounting data; they are all the facts that can be reasonably expected to contribute to the soundness of estimates of future costs and to the validity of determinations of costs already incurred.
 - 2.** Records Retention - As used in Section 7.6, the term "records" means any books or records that relate to cost or pricing data that Contractor is required to submit pursuant to Section 7.6.1. Contractor shall maintain records for three years from the date of final payment, or longer if requested by the chief procurement officer. The Owner may audit Contractor's records at reasonable times and places.
- G. IRAN DIVESTMENT ACT – ONGOING OBLIGATIONS – (JAN 2015):** (a) You must notify the procurement officer immediately if, at any time during the contract term, you are added to the Iran Divestment Act List. (b) Consistent with Section 11-57-330(B), you shall not contract with any person to perform a part of the Work, if, at the time you enter into the subcontract, that person is on the then-current version of the Iran Divestment Act List.

REQUEST FOR PROPOSAL

RFP CRITERIA	
MAJOR CATEGORY	CRITERIA ELEMENTS
I. PERSONNEL EXPERIENCE	
Depth of Resources and Personnel with Relevant Experience [see Note 1]	As demonstrated by the proposer's: <ul style="list-style-type: none"> • Depth of resources with experience and ability, qualified and available for the Project Superintendent's role. • Depth of resources with experience and ability, qualified and available for the Project Manager's role. • Depth of resources with experience and ability, qualified and available for the Project Executive's role.
Qualifications and Experience of the Proposed Project Team	As demonstrated by the proposer's: <ul style="list-style-type: none"> • Experience of the project manager and superintendent working together on past projects. • Quality of references as to the proposed project director's commitment and project leadership. • Quality of references for the proposed team. • Past experience of the team working together with the selected Designer and/or Program Manager (if any). • Availability of the proposed team for this project. • Assigned team's experience with projects of similar facility size and type. • Assigned team's experience with effective budget control. • Assigned team's experience with effective schedule control.
II. FIRM EXPERIENCE	
Firm's General CM-R Project Experience [see Note 2]	As demonstrated by the proposer's: <ul style="list-style-type: none"> • Experience with preconstruction and construction services. • Experience on State and public University projects. • Claims record.
Firm's Specific CM-R Project Experience and Statement of Why Firm Should be Selected for Project [see Note 3]	As demonstrated by the proposer's: <ul style="list-style-type: none"> • Experience with projects similar to this Project. • Unique ability to provide CM-R services for this project. • Experience in the use and application of building information modeling (BIM) systems.
III. MANAGEMENT PLAN [see Note 4]	As demonstrated by the proposer's: <ul style="list-style-type: none"> • Firm's demonstrated ability to solve complex project issues. • Effectiveness of firm's cost management plan during design and construction. • Firm's approach for managing changes within the stated cost and schedule limitations. • Firm's approach for competitively administering and evaluating bid packages. • Effectiveness of firm's schedule management plan during design and construction. • Effectiveness of firm's subcontractor management plan. • Firm's approach to implementing an effective M/WBE and Local contractor outreach program. • Effectiveness of quality assurance program and plan. • Effectiveness of close-out plan.

REQUEST FOR PROPOSAL

	<ul style="list-style-type: none"> Effectiveness of plan for administering other services identified by firm, value to project. Effectiveness of the site logistics plan and safety plan.
IV. M/WBE PARTICIPATION AND NONDISCRIMINATION	As demonstrated by the proposer's: <ul style="list-style-type: none"> Firm's affirmative action plan concerning its work force and procurement practices and approach for implementing on proposed project. Firm's record on policies of nondiscrimination on the basis of race, creed, color, sex, or national origin in its employment or procurement practices.
V. SERVICES	As demonstrated by the proposer's: <ul style="list-style-type: none"> Quality of firm's proposed services and how well services address proposed project needs. Demonstrated ability to apply in-house services to solving project issues. Experience in the use and application of building information modeling (BIM) systems.
VI. FINANCIAL INFORMATION	As demonstrated by the proposer's: <ul style="list-style-type: none"> Financial stability based on its ratio of current assets to current liabilities ("Current Ratio") and other evidences given.
VII. LOCATION OF FIRM'S PROPOSED OFFICE FROM PROJECT SITE	As demonstrated by the proposer's: <ul style="list-style-type: none"> Ability of project team to respond to project needs during preconstruction and construction.
VIII. COST PROPOSAL	As demonstrated by the proposer's: <ul style="list-style-type: none"> Preconstruction fee schedule

Note 1: In assessing the Depth of Resources, the Committee will consider the extent to which:

- Each team member has had prior experience with CM-R delivery.
- The principal partners have previously worked together on a successful CM-R project of similar scope, cost and schedule requirements.
- Each partner has had prior experience with renovation and expansion construction projects for public agencies of the State of South Carolina.
- The positive reputation of each firm is attributable to the personnel on the proposed CM-R team.
- Personnel resumes are commensurate with the experience of the firm.
- Proposed project team has remained intact throughout the course of the construction.

Note 2: In assessing the General Project Experience, the Committee will consider the extent to which, **for the Proposer's recent CM-R projects having reached substantial completion:**

The clients look favorably upon future work with this firm.

A history of excellence in performance as shown by:

- Contributions to the final design are positive, value-centered and contribute to the overall success of the project.
- Construction has satisfied owner program requirements.
- Solutions to construction issues have been creative.
- Construction has been within the initial GMP budget (allowing for owner-requested changes).
- Construction quality has proven to be cost-effective on a life-cycle basis.
- Minimal errors and omissions.

REQUEST FOR PROPOSAL

- Reliable cost estimating.
- Constructor has maintained a clean, safe construction site.
- Projects have been completed on schedule.
- Projects have been completed with few change orders (excluding owner-originated changes).
- Constructor has offered opportunities for true value engineering savings that reflect both initial and long-term effectiveness only after joint determination with Owner that initial program elements could not be preserved.
- Constructor has effectively managed subcontractors.
- Constructor has proactively handled punch lists.

A history of integrity and true partnership is shown by:

- Constructor has complied with building codes, regulations, and contract terms and conditions.
- Constructor has built to the final design specifications.
- When required, change orders have reflected reasonable pricing.
- Constructor has promptly honored warranty repair and replacement.

Note 3: In assessing the Specific Project Experience/Summary Selection Statement, the Committee will consider the extent to which, for the Proposer's **most recent projects having reached substantial completion that demonstrate an understanding of and experience in meeting the specific challenges of the USC Beaufort Hilton Head Island Hospitality Management Facility project:**

The clients look favorably upon future work with this firm.

A history of excellence in performance as shown by:

- Contributions to the final design are positive, value-centered and contribute to the overall success of the project.
- Construction has satisfied owner program requirements.
- Solutions to construction issues have been creative.
- Construction has been within the initial GMP budget (allowing for owner-requested changes).
- Construction quality has proven to be cost-effective on a life-cycle basis.
- Minimal errors and omissions.
- Reliable cost estimating.
- Constructor has maintained a clean, safe construction site.
- Projects have been completed on schedule.
- Projects have been completed with few change orders (excluding owner-originated changes).
- Constructor has offered opportunities for true value engineering savings that reflect both initial and long-term effectiveness.
- Constructor has effectively managed subcontractors.
- Constructor has proactively handled punch lists.

Note 4: In assessing the Management Plan, the Committee will consider to which the proposer's Management Plan shows:

- Well-defined lines of authority, responsibility and communication.
- An appropriate understanding of the project's technical, budget and schedule requirements and the problems that may be encountered during execution.
- A well-defined process for recognizing, evaluating and minimizing elements of risk so as to ensure success.
- A proven plan for involvement of M/WBE firms with a demonstrated record of success in meeting and exceeding commitments.

REQUEST FOR PROPOSAL

SUBMITTAL CONDITIONS, REQUIREMENTS AND INSTRUCTIONS

1. Conditions

- 1.1. The University makes no guarantee that an award will be made as a result of the solicitation, and reserves the right to accept or reject any or all submittals; waive any informalities, irregularities or minor technical inconsistencies; or delete any item or requirement from this RFP or any resultant contract when deemed to be in the University's best interest. Any and all representations made in response to this solicitation shall be binding on the Respondent.
- 1.2. The University reserves the right to reject any or all responses received. The University is not obligated to request clarifications or additional information but may do so at its discretion. The University reserves the right to extend the deadline for submittals.
- 1.3. All submissions shall become the property of the University without compensation to Respondent for disposition or usage by the University at its discretion. Subject to the provisions of the Open Records Act, the details of the proposal documents will remain confidential until final award.
- 1.4. The University assumes no responsibility or obligation to the Respondents and will make no payment for any costs associated with the preparation or submission of responses to this solicitation.
- 1.5. During the performance of any contract resulting from this solicitation, the CM-R agrees as follows: The CM-R will not discriminate against any employee or applicant for employment because of race, creed, color, sex, age, national origin, place of birth, or physical handicap. CM-R must have a history of being non-discriminating on the basis of race, creed, color, sex, or national origin in any of its employment practices, or procurement practices with respect to the work force of the firm, or procurement services in connection with this project. An affirmative action plan must be maintained for both work force and procurement practices.
- 1.6. Failure to fully comply with all requirements contained in this solicitation may result in rejection of the submission and disqualification from further consideration.

2. General Instructions

- 2.1. It is the University's intent to limit the cost of responding to this solicitation, so you are encouraged to be organized and succinct in your submissions. Page limits are identified below. Thick volumes of background and general marketing material are not desired and will not be evaluated. Respondents shall carefully read the information contained in this solicitation and submit a focused and complete response to all requirements and questions as directed. Incomplete responses will be considered non-responsive and subject to rejection. Submissions should be thoughtful, tightly focused and clearly document your firm's suitability for this Project, your responsiveness to the evaluation criteria, your understanding of the Project requirements and your proven ability to contribute to achieving the goals of the University.
- 2.2. Please indicate, by firm, those certified by the Governor's Office of Small and Minority Business Assistance.
- 2.3. Only individual firms or formal joint ventures may apply. Two or more firms may not apply as a team unless they have formed a formal joint venture. Any associations will be disqualified. This does not preclude a Respondent from having sub consultants.
 - 2.3.1. "Prime-Sub" teams are bound by the requirements and limitations of this solicitation. Each firm must describe its experience and qualifications within the overall page limit.
 - 2.3.2. **For joint venture entities that have not completed at least two relevant projects as a joint venture, each firm should submit its qualifications separately within the overall page limit.**
- 2.4. The evaluation of all submissions will be based primarily upon consideration of the demonstrated qualifications and capabilities of the Respondents such that any award will be in the best interest of the University. Submission of a Technical Proposal indicates the Respondent's acceptance of the evaluation techniques and a recognition that subjective judgments must be made by the University during the evaluation process.
- 2.5. Except for the submission of clarification questions as discussed herein, Respondents shall not contact any members or employees of the University, the Office of State Engineer, or the Designer

REQUEST FOR PROPOSAL

regarding any aspect of this procurement until after the award of the contract. Contact with the organizations mentioned above shall be grounds for elimination.

- 2.6. Questions relating to the solicitation may be asked at the pre-submittal conference or at any time up to the deadline set forth herein. All questions must be submitted in writing (by email is acceptable) to the designated Contact Person. Answers to all questions will be communicated in writing to all firms without identifying the firm which submitted the question.
- 2.7. It is the responsibility of each Respondent to examine the entire solicitation; to seek clarification in writing; and to review its submittal for accuracy before submitting the document. Once the submission deadline has passed, all submissions will be final. The University may, in its sole discretion, request clarification from any individual Respondent relative to their submission, and reserves the right to ask for additional information from all parties that have submitted responses.
- 2.8. Any clarifications or interpretations of this solicitation that materially affect or change its requirements will be addressed by formal addendum. It is the responsibility of all respondents to obtain this information in a timely manner. All such addenda issued by the University before the proposals are due are part of the solicitation, and respondents shall acknowledge receipt of such addenda and incorporate each addendum in its response.
 - 2.8.1. Respondents shall consider as binding only those clarifications and interpretations that the University issues by addenda at least one hundred twenty (120) hours prior to the submittal deadline. Interpretations or clarifications in any other form, including oral statements, will not be binding on the University and should not be relied on in preparing responses.
- 2.9. The evaluation of the Technical Proposals shall be based on the requirements described in this solicitation. All properly submitted Technical Proposals will be reviewed and evaluated by the University. The respondents determined to be within the competitive range will be asked to participate in a formal interview and to submit a Cost Proposal.
- 2.10. Responses other than the Cost Proposal shall not include any information regarding Respondent's fees, pricing, or other compensation. Inclusion of such information shall result in disqualification from further consideration.
- 2.11. The University may evaluate responses based on the anticipated completion of all or any portion of the Project. The University reserves the right to divide the Project into multiple parts; to reject any and all responses and re-solicit for new Technical Proposals; or to reject any and all proposals and to temporarily or permanently abandon the Project. The University makes no representations, written or oral, that it will enter into any form of agreement with any Respondent to this solicitation for any project and no such representation is intended or should be construed by the issuance of this solicitation.

3. Specific Instructions

- 3.1. The University will receive Technical Proposals at the time and location given below. The number of copies to be provided will be specified in writing from the University.
 - 3.1.1. Date and Time as specified in *South Carolina Business Opportunities* or in writing by the University.

University of South Carolina
Facilities Design and Construction
Attention: Ms. Lind Jackson, CPPB
743 Greene Street
Columbia, SC 29201
- 3.2. Page Size, Binding, Dividers and Tabs
 - 3.2.1. Technical Proposals shall be printed on letter-size (8-1/2" x 11") paper and assembled with spiral-type bindings. DO NOT USE METAL-RING HARD COVER BINDERS.
 - 3.2.2. Technical Proposals shall be a MAXIMUM OF SEVENTY-FIVE (75) PRINTED PAGES. Sheets may be single or double-sided (preferred). Fold-outs up to 11" x 17" are acceptable, but will count as two (2) pages. Fonts shall be a minimum of 10 point and margins shall be at least 1".
 - 3.2.3. Number each side of a printed page consecutively, including the Letter of Commitment, brochures, licenses, resumes, supplemental information, etc. The covers, table of contents

REQUEST FOR PROPOSAL

and divider sheets do not count as printed pages, provided no additional information is included on those pages. Provide the number of copies specified in the advertisement. Any submittals exceeding the 75-page limit will be disqualified from further consideration.

3.2.4. The front cover must clearly identify the Project Name, Project Number, and the Date of Submission and the Name of Proposer.

3.2.5. Separate and identify each criteria response by use of a divider sheet with an integral tab identified as follows:

- Letter of Commitment
- Prerequisite Criteria
- Personnel
- Firm Experience
- Management Plan
- M/WBE Participation Plan
- Services
- Financial Information
- Location
- Cost Proposal

3.3. The University desires to contract with those firms whose recent experience clearly and succinctly demonstrates the superior abilities of the firm and its personnel to perform the work required by this project. When a criterion defines a specific number of items (e.g., number of projects) to be listed or described, then only that number of items shall be provided. The University reserves the right to consider any and all information available in evaluating the experience of the respondent as a firm and the project team as individuals. References will be checked at the University's discretion. It is the respondent's responsibility to ensure that it has listed current contacts with a correct phone numbers. Incorrect, difficult-to-reach or out-of-date reference contact information may result in the exclusion of that project from consideration of the respondent's qualifications to perform this Project.

4. Responses to Evaluation Criteria

4.1. Letter of Commitment

4.1.1. Basic company information

- Company name
- Address & Zip code
- Name of primary contact (authority for binding negotiations)
- Telephone number
- Fax number
- Email address
- South Carolina Construction-Manager License Numbers
- South Carolina General Contractor's License Number

4.1.2. Provide a statement of disclosure, which will allow the University to evaluate possible conflicts of interest. This disclosure requirement is not about giving the University permission regarding our contacting your references, it is about revealing relationships that your company may have with persons not of your company who are directly involved in the decision-making regarding this project. If your company has no conflicts of interest, your statement should affirm that as fact, and you may do so succinctly. The signer of this statement of disclosure should anticipate the following pledge that will be required by the CM Contract: "The CM-R covenants that it currently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance required under this Contract. The CM-R further covenants that, in the performance of this Contract, it shall not employ or contract with any person whose employment or contracting would create a conflict of interest."

4.1.3. Provide the following certification and acknowledgement statement:

"The undersigned hereby affirms that regarding information furnished by the applicant

REQUEST FOR PROPOSAL

herewith, and as may be provided subsequently (including information presented at interview, if a finalist):

- All information of a factual nature is certified to be true and accurate.
- All statements of intent or proposed future action (including the assignment of personnel and the provision of services) are commitments that will be honored by the applicant if awarded the contract.
- It is further acknowledged that:
 - If any information provided by the applicant is found to be, in the opinion of the Selection Committee or the State of South Carolina, substantially unreliable, this application may be rejected.
 - The Selection Committee may reject all applicants and may stop the selection process at any time.
 - The award of any contract will be made on the University's evaluation of information provided herein, including the results of the reference checks."

4.1.4. Notarized signature of Corporate Executive or equivalent with authority to bind the firm to its submittal.

4.2. Prerequisite Criteria

4.2.1. Provide documents, including affidavits from insurance and surety agents, attesting to your firm's compliance with the prerequisite criteria listed below.

4.2.1.1. Firm MUST have proper licenses at the time of submission to perform construction management services and general contracting in the state of South Carolina. Copies of licenses must be provided.

4.2.1.2. Firm MUST demonstrate that appropriate worker's compensation and liability insurance coverage for this project can be obtained from a firm or firms licensed in the state of South Carolina.

4.2.1.3. Firm MUST demonstrate that a Builder's Risk Insurance Policy and other insurance as required for this project can be obtained from a firm or firms licensed in the state of South Carolina.

4.2.1.4. Firm MUST demonstrate that a payment and performance bond for the total cost of the work can be obtained from a firm or firms licensed in the state of South Carolina. The bonding firms must have an "A" minimum rating of performance as stated in the most current publication of "Best Key Rating Guide, Property Liability", which company shows a financial strength rating of at least five (5) times that portion of the anticipated Total Construction Cost that does not include operations, maintenance, and finance.

4.2.1.5. Firm MUST demonstrate a sustained and superior commitment to workplace safety in all activities. Firm shall provide its OSHA incidence rates for recordable injuries and illnesses for the previous three years and shall relate those rates to current industry averages. Firm shall also provide its Experience Modification Rates for the previous five years. Rates which exceed industry averages by more than 10% may be grounds for disqualification from further consideration.

4.2.1.6. Firm or any component firm of a joint venture MUST NOT appear on the Federal Government's Excluded Parties List System or in any debarment list maintained by any State or entity of South Carolina. A notarized affidavit to this effect shall be provided.

4.3. Personnel

4.3.1. Provide general information about the firm's personnel resources, including skill groups and numbers of employees for the proposed office location and the firm.

4.3.2. Name all key personnel which will be part of the construction management team for this project and provide their current cities of residence. Describe in detail the experience and expertise of each team member. The key personnel, at a minimum, are the project superintendent, project manager, project director, estimator or preconstruction manager, MWSBE Outreach Director and the executive in charge. (Note: Key personnel must be committed to this project for its duration unless excused by the University.)

4.3.2.1. Identify the proposed team members (including consultants) who worked on the

REQUEST FOR PROPOSAL

Projects listed in the Relevant Projects section of this solicitation, and describe their responsibilities.

- 4.3.2.2. Provide a matrix of the proposed Team members and the projects listed in the Relevant Projects section, indicating the position(s) performed by the team members on those projects. Compare those responsibilities to those proposed for this project.
 - 4.3.2.3. If the team as a whole provided construction management services for any of the relevant projects listed, so indicate.
 - 4.3.3. Describe, in graphic and written form, the proposed Project assignments and lines of authority and communication for each team member to be directly involved in the Project.
 - 4.3.4. Indicate the estimated percent of time these team members will be involved in the Project for Preconstruction and Construction Services.
 - 4.3.5. Name any consultants which are included as part of the proposed team. Describe each consultant's proposed role in the project and its related experience. Identify on which of the relevant projects your firm has worked with the consultant.
- 4.4. Firm Experience
- 4.4.1. General CM-R Project Experience
 - 4.4.1.1. List up to ten (10) projects with photos and floor plans for which your firm has provided or is providing construction management services which are most related to this project. In determining which projects are most related, consider the following: similar use, size and complexity; facilities achieving LEED certification or projects where sustainable building strategies were implemented; renovation or expansion of existing structures; how many members of the proposed team (and their roles) worked on the listed project and how recently the project was completed. List the projects in priority order, with the most related project listed first.
 - 4.4.1.2. For each of the listed projects, provide the following information: construction cost (original GMP and final construction cost), current phase of development, completion date (estimated or past), type of construction services provided (CM at risk with GMP, CM-agency, design/build, general contractor-low bid, negotiated general contract, subcontractor to prime), owner's contact person and telephone number and the name and telephone number of the project architect. List any active or pending legal claims and explain. It is the respondent's responsibility to provide accurate and current contact information.
 - 4.4.1.3. Describe how your firm's approach to project management establishes clear lines of authority, responsibility and communication to achieve success.
 - 4.4.1.4. Describe conflicts or potential conflicts with the owner or with trade contractors and describe the methods used to prevent and/or resolve those conflicts.
 - 4.4.1.5. Describe the types of records, reports, monitoring systems and information management systems which your firm used in the management of those projects.
 - 4.4.1.6. Describe your cost control methods for the preconstruction and construction phases. How do you develop cost estimates and how often are they updated? Provide examples of how these techniques were used and what degree of accuracy was achieved. Include examples of successful value engineering to maintain project budgets without sacrificing quality.
 - 4.4.1.7. Describe the way your firm maintains quality control during the preconstruction and construction phases. Provide specific examples of how these techniques were used.
 - 4.4.1.8. Describe the way in which your firm develops and maintains project schedules. How often do you update schedules? Provide examples of how these techniques were used. Include specific examples of scheduling challenges, and how your firm helped solve them.
 - 4.4.1.9. Beyond the work examples submitted, describe your firm's experience with LEED certification, or with projects where sustainable building strategies were implemented. Describe how your firm can bring alternative construction methods proven to be

REQUEST FOR PROPOSAL

cost-effective and appropriate for this project.

4.4.1.10. The University, the Designer and the selected CM-R are expected to use Building Information Modeling (BIM) systems in connection with the design, engineering, coordination and construction of the Project, with all design and engineering of the Project being provided in one or more integrated BIM models. Describe your firm's experience in the use of BIM systems during both preconstruction (e.g., systems analysis, cost estimating and scheduling) and construction (e.g., trade coordination and configuration control).

4.4.2. Specific CM-R Experience

4.4.2.1. Relevant Projects. Identify and describe the proposed Team's past project experience for providing Construction Manager at Risk Services that are MOST RELATED TO THE SCOPE OF THIS PROJECT completed within the last five (5) years. List up to five (5) projects in order of priority, with the most relevant project listed first. Projects listed shall be considered relevant based on the scope of the work relative to this project and the specific project participation and experience of the proposed project team.

4.4.2.2. Information Required. Provide the following information for each project listed:

- Project name, location, contract delivery method, and description
- Color images (photographic or machine reproductions)
- The Owner's name and representative who served as the day-to-day liaison during the design and construction phases of the project, including telephone number
- Architect/Engineer's name and representative who served as the day-to-day liaison during the construction phase of the project, including telephone number.
- Length of business relationship with the Owner.
- Final construction cost
- Final project size in gross square feet
- Type of construction (new, renovation, or expansion—if a mixture of types, provide a percentage of each type of construction)
- Notice To Proceed date for Preconstruction Phase Services
- Notice To Proceed, Initial and Final Substantial Completion, and Final Payment dates for Construction Phase Services
- Name of Project Manager (individual responsible to the Owner for the overall success of the project)
- Name of Project Superintendent (individual responsible for coordinating the day to day work)
- Names of Mechanical, Plumbing and Electrical subcontractors

4.4.3. Statement of Why Firm Should Be Selected

4.4.3.1. Provide a summary statement, on three (3) pages or fewer, which differentiates your firm from others offering similar services and which uniquely establishes the firm's capacity and capability to perform this project.

4.5. Management Plan

4.5.1. Approach to CM at Risk. Describe your management philosophy for the Construction Manager at Risk project delivery method and how that philosophy will be implemented on this Project to achieve superior results.

4.5.1.1. Describe your understanding of the administrative challenges and opportunities associated with providing Preconstruction and Construction services for the University of South Carolina on this project, and your strategy for resolving these issues successfully.

4.5.1.2. Describe your understanding of the technical challenges and opportunities associated with providing Preconstruction and Construction services for the University

REQUEST FOR PROPOSAL

- of South Carolina on this project, and your strategy for resolving these issues successfully.
- 4.5.2. Communication. Understanding the planning schedule, procedural constraints and unique aspects of this project, describe your plan for communicating constructability, phasing, value engineering and other budget options in a form that will quickly facilitate the University's decision making.
- 4.5.3. Conflict Resolution. For any combination of three (3) projects listed in response to Section 4.4.2 of this solicitation, describe any conflicts with the Owner, Consultants, Architect/Engineer, or subcontractors and describe the methods used by the Respondent to resolve those conflicts.
- 4.5.4. Budget and Cost Control.
- 4.5.4.1. Describe your fiduciary responsibility as a Construction Manager at Risk using Guaranteed Maximum Price contracts for publicly funded projects.
- 4.5.4.2. Describe your cost estimating methods. From any three (3) relevant projects listed in response to Section 4.4.2 of this RFP, describe how the estimates were developed, how often they were updated and the degree of accuracy achieved from initial estimate to final billing.
- 4.5.4.3. Describe your cost control methods during construction and how you procure subcontracts; confirm scope and value; and ensure proper payment. From any three (3) relevant projects listed in 4.4.2 of this RFP, provide descriptions of how these techniques were used and the degree of accuracy achieved.
- 4.5.4.4. Describe your methodology for working with the Project Designer and their consultants to deliver a Guaranteed Maximum Price and to maintain the GMP throughout the design and construction process.
- 4.5.4.5. Provide a sample of a cost estimate used to establish a GMP contract amount from one of the relevant projects listed in Section 4.4.2 of this solicitation. THE COST ESTIMATE DOES NOT COUNT AGAINST THE PAGE LIMIT FOR THE TECHNICAL PROPOSAL.
- 4.5.4.6. The University has established a Total Project Cost (TPC) as defined herein on the basis of Design Development level documents. Describe: (1) your process for working with the University and the Designer to ensure that the preconstruction phase services provide the information necessary to arrive at a complete TCC, including all requirements with reasonable contingencies; and (2) your process for subsequently ensuring that the TCC is maintained through the completion of preconstruction services.
- 4.5.4.7. The University intends to accept a Guaranteed Maximum Price prior to the final completion of Construction Documents. Describe: (1) your process for ensuring that the Design Documents provide the information necessary to arrive at a complete GMP, including all Owner requirements with reasonable contingencies; and (2) your process for subsequently ensuring that the 100% Construction Documents align with the project scope defined in the previously accepted GMP proposal documents.
- 4.5.5. Schedule Management.
- 4.5.5.1. The University has established a Project Baseline Schedule on the basis of the University's academic calendar. Describe your process for working with the University and the Designer to ensure that the preconstruction phase services provide the information necessary to arrive at an achievable detailed Baseline Schedule, including all Owner requirements with reasonable contingencies.
- 4.5.5.2. Describe how you will develop, maintain and update the detailed project schedule during design and construction.
- 4.5.5.3. Describe your approach to assuring timely completion of this project, including methods for schedule recovery, if necessary. From any three (3) of the projects listed in response to Section 4.4.2 of this RFP, provide descriptions of how these techniques were used, including specific scheduling challenges or requirements and actual

REQUEST FOR PROPOSAL

solutions.

- 4.5.5.4. Describe how you develop and maintain work schedules during design and construction to coordinate with the University's project schedule. From any three (3) projects listed in response to Section 4.4.2 of this RFP, provide examples of how these techniques were used.
- 4.5.5.5. Describe your experience with CPM scheduling. From any of the projects listed in response to Section 4.4.2 of this solicitation, provide a sample of the monthly schedule reports, including identified milestones and schedule recovery plans. THE SCHEDULE REPORT DOES NOT COUNT AGAINST THE PAGE LIMIT FOR THE TECHNICAL PROPOSAL.
- 4.5.6. Use of Best Practices
 - 4.5.6.1. Describe your quality assurance program. Explain the methods used to ensure quality control during the Construction phase of a project. Provide specific examples of how these techniques or procedures were used from any three (3) projects listed in response to Section 4.4.2 of this RFP.
 - 4.5.6.2. Describe your procedures for implementing industry's "best practices" as defined by the Construction Industry Institute and similar organizations for:
 - Establishing and tracking project objectives
 - Using project scope definition resources (i.e. Project Definitions Rating Index (PDRI)) in order to obtain complete and accurate design and construction documents from the A/E
 - Partnering
 - Cost tracking
 - Change (order) management systems
 - Total quality management for each phase, including close-out and commissioning
 - 4.5.6.3. Effective Constructability Review and Value Engineering services during Preconstruction will be critical to the success of the Project. Provide specific examples of how these techniques or procedures were used to maintain project budgets without sacrificing quality from any three (3) projects listed in response to Section 4.4.2.
- 4.6. Local, Small and M/WBE Participation Plan
 - 4.6.1. It is the University's desire and intent to encourage a high level of minority participation.
 - 4.6.2. As the prospective Construction Manager at Risk, describe your knowledge of and relationship with the local subcontracting community.
 - 4.6.3. Describe your methodology for advertising, evaluating and selecting trade contractors for major public institutions of higher education as a Construction Manager at Risk.
 - 4.6.4. Describe your firm's approach to promoting the use of small, disadvantaged and minority businesses. Provide specific examples of how these techniques or procedures were used and the success achieved from any three (3) of the projects listed in response to Section 4.4.2 of this solicitation.
 - 4.6.5. Provide a plan, specific to this project, of how your firm will address outreach to the minority community, making them aware of business and work opportunities as subcontractors, including second and third tier participation.
- 4.7. Services
 - 4.7.1. Provide an overview of the services offered by your firm. Relate those services to the needs of this Project and specifically how those services will contribute to this project's success.
 - 4.7.2. For any three (3) of the projects listed in Section 4.4.2 of this solicitation, describe the types of records, reports, monitoring systems and information management systems that your firm used in the management of those projects and how those systems and procedures will contribute to success on this Project.
 - 4.7.3. For any three (3) of the projects listed in Section 4.4.2 of this solicitation, describe how you have maintained security during the construction phase of the work and how those policies

REQUEST FOR PROPOSAL

and procedures will contribute to success on this Project.

- 4.7.4. Describe your past experience dealing with congested campuses or site conditions for any project listed in Section 4.4.2 of this solicitation. Describe how those policies and procedures will contribute to success on this Project.
 - 4.7.5. For any three (3) of the projects listed in Section 4.4.2 of this solicitation, describe your experience in providing preconstruction services and constructing MEP systems on major renovation or historic buildings and how those experiences will contribute to success on this Project.
 - 4.7.6. For any three (3) of the projects listed in Section 4.4.2 of this solicitation, describe your experience in Building Information Modeling systems during preconstruction and construction and how you propose to use BIM on this Project. Provide examples of how BIM was used to improve quality, save time or control costs.
 - 4.7.7. Provide any other details regarding special services, products, advantages or other benefits offered to the University by your firm.
- 4.8. Financial Information
- If the firm has multiple offices, the qualification statement should include financial information about the parent company and branch office separately. Parent company (or general office) financial information as totals will be acceptable IF "parent" (or "general office") means that it is financially responsible for the liabilities of the branch office. If the parent company is not so responsible, meaning that its financial resources are not available to the office that will perform the contract, it will be misleading to the University to offer the financials of any office other than the one with the prospect of a contract with the University.
- 4.8.1. List your total annual billings for each of the past five (5) calendar years.
 - 4.8.2. Has the firm ever failed to complete any work awarded to it or been removed from any project awarded to the firm? If yes, provide an explanation and contact information for the owner's project manager.
 - 4.8.3. List the contact persons, addresses, and phone numbers for your insurance carrier and agent.
 - 4.8.4. List the contact persons, addresses, and phone numbers for the firm's bonding company and agent.
 - 4.8.5. What percentage of your firm's work during the past five (5) years has been negotiated?
 - 4.8.6. Supply firm's Current Ratio (Current Assets/Current Liabilities) experience for the last five (5) years, with a signed affidavit.
- 4.9. Location
- 4.9.1. Provide the location of your proposed project office(s) for preconstruction and construction phase services. Describe how any proposed off-site resources will be integrated into the Management Plan to ensure project success.
- 4.10. Cost Proposal
- 4.10.1. Provide a completed Fee Proposal form.
 - 4.10.2. Fees shall include:
 - 4.10.2.1. Preconstruction fees through Construction Documents to the point that a GMP can be developed.
 - 4.10.2.2. Percentage fee for construction services.

REQUEST FOR PROPOSAL

ATTACHMENTS

THE FOLLOWING DOCUMENTS ARE INCLUDED IN THIS REQUEST FOR TECHNICAL PROPOSAL AND MAY BE DOWNLOADED FROM THE UNIVERSITY WEB SITE LISTED IN THE SOUTH CAROLINA BUSINESS OPPORTUNITY'S ANNOUNCEMENT OF THE PROJECT

- Statement of Services Required
- Fee Proposal Form
- AIA A133—2009, Standard Form of Agreement Between Owner and Construction Manager as Constructor
- AIA A201—2007, General Conditions of the Contract for Construction
- OSE Form 00502, Standard Modifications to the Standard Form of Agreement Between Owner and Construction Manager as Constructor
- OSE Form 812, Standard Supplementary Conditions.
- "Open Book" Accounting (OBA) Requirements