



**Capital Projects & Purchasing Department
113 Mable T. Willis Blvd.
Walterboro, SC 29488
843.539.1968**

**RFQ: LE-07
CONSTRUCTION MANAGEMENT AT RISK SERVICES FOR
A NEW LAW ENFORCEMENT COMPLEX**

DUE: Wednesday, March 18, 2015 at 3:00pm

MAIL RFQ RESPONSE TO:

Capital Projects & Purchasing Department
Attn: Kaye B Syfrett
113 Mable T. Willis Blvd.
Walterboro, SC 29488

HAND DELIVER RFQ RESPONSE TO:

Capital Projects & Purchasing Department
Attn: Kaye B Syfrett
113 Mable T. Willis Blvd.
Walterboro, SC 29488

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I. Project Overview

Colleton County is soliciting qualifications statements for professional construction management-at-risk (CMAR) services for a new law enforcement complex. The new Law Enforcement complex will consist of new construction of a building or buildings located on County-owned property. The site is approximately 7 acres at the corner of Hendersonville Highway (US 17A) and Mable T. Willis Blvd. in Walterboro, SC (parcel map on page 19). The building occupants shall be the Sheriff's Office, the County Emergency Management Services, E-911 Dispatch Center, E-911 Addressing and Magistrates Court. The preliminary cost opinion of the project is \$3,500,000.00.

II. Project Schedule

<u>Project Activity</u>	<u>Estimated Completion Date</u>
Schematic Design Phase	April 24, 2015
Design Development Phase	June 19, 2015
Construction Documents Phase	Sept. 04, 2015
Construction Bidding Phase	Oct. 16, 2015
Construction	10 months
Project Close-out/Owner Occupancy	Aug, 01, 2015
Warranty Period	12 months

III. Project Design Team

Moseley Architects has been selected to provide the A/E for the project. The selected CMAR firm will coordinate with the A/E for the duration of the pre-design, design, and construction phases of work.

IV. Scope of Construction Manager at Risk (CMAR) Services

The scope of services below is meant to provide the proposers an outline of the anticipated services required for this project. The detailed scope of services will be contained in the executed Contract for CMAR Services. The County intends to use the AIA Document A121 CMC, with modifications, as the form of agreement.

A. Pre-Construction Services

1. Review current schematic budget project schedule and identify key project issues.
2. Develop Design Development cost estimate and project schedule; Reconcile from Schematic Phase to Design Development Phase.
3. Develop Construction Documents cost estimate and schedule; Reconcile from Design Development Phase to Construction Documents Phase.
4. Research different construction materials and report findings.
5. Regularly attend meetings with the County and Design Team prior to construction and consult with the County and the Design Team regarding site use, site improvements and selection of building materials, systems and equipment.

6. Develop a provisional and final CPM schedule indicating methods and sequencing of procurement, permitting, construction and closeout of project. Include time requirements for sequences and durations, milestones dates for receipt and approval of design documents, receipt of regulatory approvals and permits, preparation and processing of shop drawings and samples, delivery schedule of materials or equipment requiring long-lead time procurement, project procurement schedule, and installation and construction completion. This includes the periodic updates of project schedule for Design Team's review and County approval.
7. Develop and implement procedures for schedule adherence.
8. Perform a "constructability" review of the design documents at each phase of design.
9. Provide detailed construction cost estimates, to achieve the Owner's budget (to be sorted by trade bid packages).
10. Develop value-engineering options

B. Bidding Services

1. Subdivide the Work into bid packages that encourage bids from qualified local and minority contractors.
2. Identify and prequalify contractors for all bid packages in consultation with the County.
3. Develop requirements to assure time, cost and quality control during construction.
4. Provide a provisional construction schedule (CPM) for issuance with bid packages.
5. Schedule and conduct pre-bid conferences in conjunction with the Design Team and County.
6. Advertise and distribute bidding documents.
7. Monitor bidder activity.
8. Publicly open, review and analyze bids, in conjunction with County and Design Team.
9. Update Project schedule.
10. Conduct MWBE outreach program to encourage participation by minority contractors.
11. Upon receipt and review of the bids for all bid packages, develop a draft Guaranteed Maximum Price (GMP) document for the Project that includes:
 - a. The cost of the Work (the sum of bid amounts of the lowest responsible bidder for all bid packages)
 - b. The Construction Manager's Fee
 - c. The Construction Manager's General Conditions
 - d. The Construction Manager's Contingency
12. Reconcile schedule and cost with County against pre-established budget and schedule.
13. Develop Final Guaranteed Maximum Price document for the Project.

C. Construction Services

1. Maintain on-site staff for construction management.
2. Establish and maintain coordinating procedures.
3. Develop and maintain a detailed schedule (CPM) including delivery, approvals, inspection, testing, construction and occupancy.
4. Conduct and record job meetings.
5. Prepare and submit change order documentation for approval of the Design Team and Owner.
6. Maintain a system for review and approval of shop drawings, samples and product data.

7. Maintain records and submit bi-weekly reports and formal monthly reports to Design Team and Owner.
8. Maintain quality control and ensure conformity to plans.
9. Develop a system and provide cost control through progress payment review and verifications according to the approved schedule and contract amounts.
10. Develop and maintain as-built drawings for the duration of the Project.
11. Coordinate post-completion activities, including the assembly of guarantees, manuals, closeout documents, training, regulatory approvals and Owner's final acceptance.
12. Coordinate and monitor the resolution of remaining "punch-list" items to the satisfaction of the Owner.
13. Coordinate Systems Commissioning activities

D. Project Closeout/Warranty

1. Assist Owner with furniture, furnishings and equipment deliveries and installation.
2. Submit record drawings for approval of the Designer and the Owner
3. Assist in transition to occupancy
4. Receive record and address all warranty issues.
5. Resolve all warranty issues to the satisfaction of the Owner

V. PROPOSAL SUBMISSION REQUIREMENTS

Submittals shall be made on 8 1/2" x 11" paper, side bound with Table of Contents and reference tabs for key sections. The total submittal shall not exceed forty (40) single-sided pages. All pages are to be consecutively numbered. All materials not clearly labeled "Trade Secret" or "Confidential" shall become property of Colleton County and will be considered public documents (Reference Section XI - Confidentiality). Submittals must include, at a minimum, the following:

A. Qualifications and Experience

1. Overview identifying all firms proposed for the CMAR Team, including the organizational and contractual relationship between the Prime CMAR firm(s). The overview should indicate the following:
 - a. The firm (Prime CMAR) providing the bond for the project.
 - b. Organizational chart depicting all firms, key staff and their roles proposed for the Project
 - c. Identify current assignments for each staff member and their availability to work on this project.
 - d. If CMAR Team consists of more than one firm, provide joint venture agreement and identify percent controlling interest of each joint venture firm. Joint Venture or associational relationships between two or more firms are permitted however the Joint Venture or association entity must have past experience together building projects of similar size and complexity. The joint project must be included in the list of projects under number (5) below.
2. Profile of CMAR firm(s):
 - a. Provide the following for each Prime and any Associate Firm(s):
 - (1) Firm name and Address

- (2) Phone and Facsimile numbers
 - (3) e-mail of Key Executive to be assigned to this project
 - (4) In-house service capabilities
 - (5) Corporate Licenses (List all licenses by name and license numbers held in the State of South Carolina, including but not limited to contractor's licenses, business licenses, etc.)
 - (6) Location of all offices (and number of staff in each office)
 - (7) Identify corporate office (Headquarters or Home Office)
 - (8) Corporate history:
 - Year first organized and current organizational structure
 - Corporate officers, partners
 - Years providing construction services
 - Number of projects completed within past 5 years (by year)
 - Dollar value of projects completed within past 5 years (by year)
 - Confirmation of authority to do business in South Carolina
 - State of Incorporation/formation
 - Years in Business
 - (9) Corporate Officers, identify the following:
 - President
 - Vice President
 - Secretary -Treasurer
 - (10)Corporate Structure: -LLC, Corporation, etc. -Joint Venture or Partnership (if Joint Venture or Partnership, provide the following information):
 - Partners, Major Shareholders, provide names and addresses for all
 - Business Origination, provide company name, year when first organized
 - Previous Companies, provide any previous names under which the company has done business
 - (11)Subsidiary Companies (provide a list of all subsidiaries of the company)
 - (12)Affiliated Companies (provide a list of all affiliated companies in which the principals have a financial interest)
3. Construction Management at Risk Services:
- a. Provide the number of years the company has provided Construction Management at Risk/ Design-Build related services.
 - b. Provide a list of projects with construction cost completed within the past 10 years in which the firm was the CMAR or Design-Builder.
4. Current project commitments:
- a. Provide a list of all the company's current "Construction Manager at Risk" or "Design-Build" project commitments including the name, location, and time frame to complete and the following information for each project:
 - b. Provide contact names, telephone numbers and email for the Owner and Lead Designer for each project.

- c. Construction Manager, CM at Risk or Construction Contract Defaults -List all incidents where the proposer has been considered in default, suspended, or terminated for cause. Include all incidents where the proposer abandoned or did not fully complete any project, including any warranty period work. Attach an explanation of each matter, including name and location of the project, the name and address of the owner's representative and all pertinent details of the default, suspension, or termination.
5. Provide a list of five (5) completed or at least (50%) completed projects that demonstrate the *firms* construction management experience with projects of similar size and complexity and / or function and include at a minimum the following information for each:
- a. Name of project.
 - b. Year completed.
 - c. Size of project.
 - d. Contact information for *Owner's* Representative and Project Architect.
 - e. Details of pre-construction and construction phase services provided.
 - f. If projects were managed from multiple offices list the office that managed each project.
 - g. GMP or if non-GMP the estimated cost of bid provided by you prior to initiating the project.
 - h. Total beginning construction budget.
 - i. Total construction cost at completion.
 - j. The CM fees earned as a percentage of GMP (separate pre-construction and construction fees).
 - k. The CM General Conditions as a percentage of the GMP
 - l. Provide a detailed explanation if project cost exceeded GMP bid or estimated project cost.
 - m. Identify the number and total value of approved change orders.
 - n. Indicate the amount of the CM Contingency as a percentage of GMP and amount used during construction.
 - o. Indicate number of calendar days allocated to complete the work in the original schedule and the number of calendar days added by change order(s).
 - p. Indicate number of calendar days taken for actual completion and provide a detailed explanation if project completion date was beyond the completion date as adjusted by change order(s).
 - q. List your firm's Project Manager and Lead Superintendent.
 - r. MWBE Participation achieved as a percentage of the Total Contract Amount or GMP (as applicable).
6. Staffing Resources:
- a. List the number of full-time personnel, by discipline, within your company located in the office(s) that will provide support for the proposed project:
 - a. Administrative
 - b. Accountants
 - c. Clerical
 - (1) Project Managers
 - (2) Engineers
 - (3) Architects
 - (4) Supervisors, Foremen, or Superintendents
 - (5) Skilled Employees including Technicians

- (6) Unskilled Employees
- (7) Estimators
- (8) Schedulers
- (9) Others
- (10) Total number of Full time Personnel

7. Financial Stability **(Information can be submitted in a separate envelope marked "Confidential-Do Not Release Publicly" and will not count towards the proposal page limitation).**
 - a. Attach an original letter addressed to Colleton County from a surety company or its agent licensed to do business in South Carolina verifying company's capacity to provide adequate performance and payment bonds for this project.
 - b. Insurance: Provide your limit of excess liability umbrella coverage.

8. Legal History for Past Ten (10) Years **(Information can be submitted in a separate envelope marked "Confidential-Do Not Release Publicly" and will not count towards the proposal page limitation)**
 - a. Pending Litigation -List case name and case number of all pending litigation in which the proposer is involved as a party or proposer's officers are involved as parties in their official capacity. Include cases pending in any Federal, State or County jurisdiction, court, commission, regulatory body or other authority having the power to determine the rights of parties appearing before it.
 - b. Construction Manager, CM at Risk Construction Defaults – List all incidents where the proposer has been considered in default, suspended, or terminated for cause. Include all incidents where the proposer abandoned or did not fully complete any project, including any warranty period work. Attach an explanation of each matter, including name and location of the project, the name and address of the owner's representative and all pertinent details of the default, suspension, or termination.
 - c. Owner Completed Contracts -List all incidents where the proposer's contract or any portion of the work connected with the contract has been completed by the Owner or Proposer's Surety. Attach a full explanation of each matter, including name and location of the project, the name and address of the owner's representative and all pertinent details of the matter.
 - d. Debarments/Suspensions -List all incidents where the proposer has been debarred or suspended for any reason by any federal, state or local government procurement agency or refrained from bidding on a public project due to an agreement with such a procurement agency. Provide a full explanation of each matter where the submitter been named in any action, administrative proceeding, or arbitration in which it was alleged that the submitter failed to comply with any state or federal statute requiring prompt payment of subcontractors. Provide a full explanation of each matter.
 - e. Bid Fraud Convictions -List all incidents where the proposer or any predecessor or related entities, or officers, shareholders, partners or key personnel of the submitter has been convicted of, or pleaded guilty to, any crime related to the bid process for contracts on public or private projects or involving fraud or misrepresentation. Provide a full explanation of each matter.

9. Information on Proposed Project Team

- a. Provide Project Staff Organization Chart (In-house and Consultant team members), attach a copy clearly showing lines of communication and level of responsibility/authority and identify the firm that employs each person.
- b. Provide resumes of each Project Team member. (Resumes should be included in a Supplemental bound document and included with the CM at Risk's submittal package. The Resume Supplement will not count towards the proposal page limitation.)

Resumes shall include the following:

- (1) Education
- (2) Related project experience
- (3) Describe role during preconstruction and construction phases each will fulfill.
- (4) Specifically identify those responsible for providing constructability services review (Le. Design review, Value Engineering, Estimating, Scheduling, etc.)
- (5) List experience with the firm: projects, job titles, and years with the firm.
- (6) List prior and relevant Design/Construction experience prior to coming to the firm.
- (7) Current assignment location and proposed location while on this project.
- (8) Law Enforcement Complex Experience -Specifically indicate any proposed team member having this experience, project name and location, and role they played on each project.

- c. Submit a confirmation letter stating that project team members as proposed will be assigned to this project for its duration so long as they remain employed with the firm.

10. List any projects where LEED (Leadership in Energy and Environmental Design) Certification was pursued. Identify the Certification level pursued (Certified, Silver, Gold, or Platinum) and the Certification level finally achieved by each project. Discuss any cost differential analysis performed for the determination of the certification goal levels on your projects (Le. what was the range of cost premium that was anticipated to be expended for achieving the various certification levels).

B. Project Approach

1. Project Planning: Provide a brief narrative addressing how the proposer will provide professional construction services under the Construction Manager at Risk method of delivery for the Project both the pre-construction and construction phases for:
 - (1) Value Engineering
 - (2) Constructability Issues
 - (3) Cost Estimating and Budget Management
 - (4) Quality Control
 - (5) Adherence to Project Schedule
 - (6) Document Tracking and Reporting
2. MWBE Outreach: Describe your approach to encouraging minority participation on this project. Identify your five (5) most successful projects relative to MWBE participation, indicate the percentage achieved and if the MWBE goal was met or exceeded. Describe what strategies were used to make these projects successful.

3. Identify how you will achieve maximum "Local" trade contractor and supplier involvement.
4. Describe how the project team proposes to use technology (Managed Information Control System -MICS) to manage and control the project. Provide your company's experience with using an MICS.
5. Describe the CM at Risk's Safety Program and indicate your company's workman's compensation experience mod rate.

C. Questionnaire

Respondents are required to provide responses to the following questions. Each question is to be listed in italics, followed by the response in normal type style.

1. *What are five major issues to be addressed in the development of a Law Enforcement facility?*
2. *Provide an overview of your team's philosophy in the construction of a major public building.*
3. *Describe how environmental friendly and energy efficient features were incorporated into the four (4) most similar projects listed in your response.*
4. *Describe the team's approach to maintenance considerations during the design and construction phases of a project.*
5. *Explain the firm's procedures for document quality control and coordination of the various trades in the review of design documents and specifications. Also, explain the same coordination of trades in the GMP Development and Construction Phase.*
6. *Describe procedures you use to review and consider product substitutions.*
7. *Describe how the team would provide cost management services on this project using the CM at Risk delivery method. How would you reconcile differences between your cost estimates and those prepared by the Design Team? Provide the cost model format used on one of the four similar completed projects listed in your response.*
8. *Explain the management tools, techniques and procedures the firm uses to monitor and maintain the construction phase schedule.*
9. *Describe your approach to the collaboration with the County and the Design Team relative to project design and materials/systems research that will assure the functional, aesthetic, and quality requirements are satisfactorily addressed for this project.*
10. *How do you manage the time and quality aspects of the process of reviewing and approving subcontractor submittals, clarification requests, issuance of bulletin drawings, development of cost proposals, identification and justification of change orders, payment requests, commissioning, final inspections and assembly of the project close-out documents?*
11. *How do you manage project close out in a manner that quickly provides for occupancy with minimal punch list items and warranty issues?*
12. *Describe your team's commitment to the success of this project and why you believe your assembled team is the best choice for this project.*
13. *Describe your value engineering process.*
14. *Describe how responsibilities as a CM at Risk differ from responsibilities as a General Contractor.*

VI. DUE DATE FOR SUBMITTING PROPOSALS

1. Submittal must include one (1) original RFQ response clearly marked as original, and seven (7) complete copies of the RFQ response along with a completed W-9 form. Responses must be in a sealed envelope/package containing the solicitation name and number. The individual signing the response must be an Agent legally authorized to bind the company. Packets must be received at the following address, 113 Mable T. Willis Blvd., Walterboro, SC 29488 by 3:00pm on Wednesday, March 18, 2015.

VII. GENERAL COMMENTS OR CLARIFICATIONS

1. All responses, inquiries or correspondence relating to this RFQ will become the property of Colleton County when received.
2. Colleton County has sole discretion and reserves the right to reject any and all responses received with respect to this RFQ and to cancel the RFQ process at any time prior to entering into a formal agreement. The County reserves the right to request additional information or clarification of information provided in the response without changing the terms of the RFQ.
3. Respondents are advised to refrain from contact with the Colleton County Sheriff's Office and Colleton County Management. All inquiries regarding this RFQ are to be directed to John Stieglitz, jstieglitz@colletoncounty.org. All questions or requests for clarification must be received by email no later than 11:00AM on Friday, March 13 2015. Answers to all questions will be posted on the County website as addendums to this RFQ.

VIII. SPECIFIC TERMS AND CONDITIONS

1. **COMPETITION:** This solicitation is intended to promote full and open competition. If any language, specifications, terms and conditions, or any combination thereof restricts or limits the requirements in this solicitation to a single source, it shall be the responsibility of the interested vendor to notify the Procurement Office in writing no later than five (5) business days prior to the scheduled due date and time.
2. **RESPONDANTS QUALIFICATION:** The County reserves the right to request satisfactory evidence of their ability to furnish services in accordance with the terms and conditions listed herein. The County further reserves the right to make the final determination as to the Firm's ability to provide said services.
3. **RESPONSE WITHDRAWAL:** Any responses may be withdrawn prior to the established closing date and time, but not thereafter with proper approval from the Procurement Manager.
4. **REJECTION:** Colleton County reserves the right to reject any and all RFQ's, to cancel or withdraw this solicitation, and to waive any technicality if deemed to be in the best interest of the County.

5. WAIVER: The County reserves the right to waive any Instruction to Offeror's, General or Special Provisions, General or Special Conditions, or specifications deviation if deemed to be in the best interest of the County.
6. RESPONSE PERIOD: All responses shall be good for a minimum period of 60 calendar days.
7. DEVIATIONS FROM SPECIFICATIONS: Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and successful Offeror will be held responsible therefore. Deviations must be explained in detail on separate attached sheet(s). The listing of deviations, if any, is required but will not be construed as waiving any requirements of the specifications. Unidentified deviations found during the evaluation of the response may be cause for rejection.
8. AMENDMENTS: All amendments to and interpretations of this solicitation shall be in writing and issued by the Procurement Manager of Colleton County.
9. DEBARMENT: By submitting a qualification package, the vendor is certifying that they are not currently debarred from responding to any request for proposals by any agency or subdivision of the State of South Carolina or the United States Federal Government, nor are they an agent of any person or entity that is currently debarred from submitting proposals on contracts by any agency or subdivision of the State of South Carolina.
10. DEFAULT: In case of default by the Offeror, the County reserves the right to purchase any or all items in default in the open market, charging the Offeror with any excessive costs. Should such charge be assessed, no subsequent solicitation response of the defaulting Offeror will be considered in future RFP's until the assessed charge has been satisfied.
11. HOLD HARMLESS: All respondents to this RFQ shall indemnify and hold harmless Colleton County Government and any of their officers and employees from all suits and claims alleged to be a result of this request for proposals. The issuance of this request of proposals constitutes only an invitation to present a proposal. Colleton County reserves the right to determine, at its sole discretion, whether any aspect of a respondent's submittal meets the criteria in this request for proposals. Colleton County also reserves the right to seek clarifications, to negotiate with any vendor submitting a response, to reject any or all responses with or without cause, and to modify the procurement process and schedule.
12. CANCELLATION: In the event that this request for proposals is withdrawn or the project canceled for any reason, Colleton County shall have no liability to any respondent for any costs or expenses incurred in connection with this request for proposals or otherwise.
13. COLLETON COUNTY PURCHASING ORDINANCE: The Request of Qualifications is subject to the provisions of the Colleton County Purchasing Ordinance and any revisions thereto, which are hereby incorporated into this request for proposals in their entirety except as amended or superseded within. This ordinance can be found at https://www.municode.com/library/sc/colleton_county/codes/code_of_ordinances under Title 3 - Revenue and Finance.

14. **FAILURE TO SUBMIT ALL MANDATORY FORMS:** Failure to submit all the mandatory forms from this request of qualifications shall be just cause for the rejection of the qualification package. However, Colleton County reserves the right to decide, on a case by case basis, in its sole discretion, whether or not to reject such a proposal as non-responsive.
15. **CONTRACT AWARD:**
- a. This solicitation and submitted documents, when properly accepted by Colleton County shall constitute an agreement equally binding between the successful Offeror and the County.
- No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting agreement. The County shall not be legally bound by any amendment or interpretation that is not fully executed by both parties in writing.
- b. The successful Offeror shall be required to execute a formal agreement with the County's Procurement Office within ten (10) business days after issuance of the Notice of Award.
16. **CONTRACT ADMINISTRATION:** Questions or problems arising after award of an agreement shall be directed to the Procurement Manager by calling (843) 539-1968. Copies of all correspondence concerning this solicitation or resulting agreement shall be sent to the Colleton County Capital Projects and Purchasing Department, 113 Mable T. Willis Blvd, Walterboro, SC 29488.

IX. GENERAL CONTRACTUAL REQUIREMENTS

1. **ABANDONMENT OR DELAY:** If the work to be done under this contract shall be abandoned or delayed by the Offeror, or if at any time the County shall be of the opinion and shall so certify in writing that work has been abandoned or delayed by the Offeror, the County may annul the contract or any part thereof if the Offeror fails to resolve the matter within thirty (30) days of written notice.
2. **OFFEROR'S COOPERATION:** The Offeror shall maintain regular communications with the Project Manager and shall actively cooperate in all matters pertaining to this contract.
3. **RESPONSIBILITY:** The Offeror shall at all times observe and comply with all federal, state, local and municipal laws, ordinances, rules and regulations in any manner affecting the contract.
4. **NON-APPROPRIATION / SUBSTITUTION PERMITTED:** If the Colleton County Council fails to appropriate or authorize the expenditure of sufficient funds to provide the continuation of this contract or if a lawful order issued in, or for any fiscal year during the term of the agreement, reduces the funds appropriated or authorized in such amounts as to preclude making the payments set out therein, the agreement shall terminate on the date said funds are no longer available without any termination charges or other liability incurring to County. Following any such non-appropriation, the master lease agreement shall contain no limitation on the County's ability to replace the equipment financed with any other equipment.

5. INDEMNIFICATION: Except for expenses or liabilities arising from the negligence of the County, the Offeror hereby expressly agrees to indemnify and hold the County harmless against any and all expenses and liabilities arising out of the performance or default of any resulting agreement or arising from or related to the Work as follows:

Offeror expressly agrees to the extent that there is a causal relationship between its negligence, action or inaction, or the negligence, action or inaction of any of its employees or any person, firm, or corporation directly or indirectly employed by the Offeror, and any damage, liability, injury, loss or expense (whether in connection with bodily injury or death or property damage or loss) that is suffered by the County and its employees or by any member of the public, to indemnify and save the County and its employees harmless against any and all liabilities, penalties, demands, claims, lawsuits, losses, damages, costs, and expenses arising out of the performance or default of any resulting agreement or arising from or related to the equipment. Such costs are to include defense, settlement and reasonable attorneys' fees incurred by the County and its employees. This promise to indemnify shall include bodily injuries or death occurring to Offeror's employees and any person, directly or indirectly employed by Offeror (including without limitation any employee of any subcontractor), the County's employees, the employees of any other independent contractor, or occurring to any member of the public. When the County submits notice, Offeror shall promptly defend any aforementioned action.

6. The prescribed limits of insurance set forth herein shall not limit the extent of the Offeror's responsibility under this Section. The terms and conditions contained in this Section shall survive the termination of any resulting agreement or the suspension of the Work hereunder. Additionally the County will not provide indemnity to the successful OFFEROR. Failure to comply with this section may result in your request for proposal to be deemed non-responsive.
7. FORCE MAJEURE: The Offeror shall not be liable for any excess costs if the failure to perform the resulting agreement arises out of causes beyond the control and without fault or negligence of the Offeror. Such causes may include, but are not restricted to acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the contractor. If the failure to perform is caused by default of a subcontractor, and if such default arises out of causes beyond the control of both the Offeror and subcontractor and without excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the contractor to meet the required delivery schedule.
8. ARBITRATION: Under no circumstances and with no exception will Colleton County act as arbitrator between the Offeror and any sub-contractor.
9. PUBLICITY RELEASES: Offeror agrees not to refer to award of this contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the County. The Offeror shall not have the right to include the County's name in its published list of customers without prior approval of the County Administrator. With regard to news releases, only the name of the County, type and duration of any resulting agreement may be used and then only with prior approval of the County. The Offeror also agrees not to publish, or cite in

any form, any comments or quotes from the County's staff unless it is a direct quote from the Procurement Manager.

10. **GOVERNING LAWS:** Any agreement arising from this solicitation shall be governed by the laws of the State of South Carolina and any and all disputes arising out of said agreement shall, if litigation is necessary, be litigated only in a Circuit Court for the Fourteenth Judicial Circuit sitting in Colleton County, South Carolina. The prevailing party shall be entitled to attorney's fees and all costs of said litigation.
11. **ASSIGNMENT:** The Offeror shall not assign in whole or in part any agreement resulting from this Request for Proposals without the prior written consent of the County. The Offeror shall not assign any money due or to become due to him under said agreement without the prior written consent of the County.
12. **AFFIRMATIVE ACTION:** The successful Offeror will take affirmative action in complying with all Federal and State requirements concerning fair employment and treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, national origin or physical handicap.
13. **FAILURE TO DELIVER GOODS IN ACCORDANCE WITH TERMS & CONDITIONS:** In case of failure to deliver goods in accordance with the contract terms and conditions, Colleton County, after due oral or written notice, may procure substitute goods or services from other sources and hold the contractor responsible for any resulting additional purchasing and administrative costs. This remedy shall be in addition to any other remedies which Colleton County may have.
14. **TERMINATION OF CONTRACT**

Subject to the Provisions below, the contract may be terminated by the Purchasing Department providing a thirty (30) days advance notice in writing is given to the Offeror.

 - a. **Termination for Convenience:** In the event that this contract is terminated or canceled upon request and for the convenience of the County without the required thirty (30) days advance written notice, then the County shall negotiate reasonable termination costs, if applicable.
 - b. **Termination for Cause:** Termination by the County for cause, default or negligence on the part of the Offeror shall be excluded from the foregoing provisions; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived and the default provision in this request for proposals shall apply.
 - c. The County shall be obligated to reimburse the Offeror only for those services rendered prior to the date of notice of termination, less any liquidation damages that may be assessed for non-performance.

Non-Appropriations Clause: Notwithstanding any other provisions of the contract, if the funds anticipated for the continued fulfillment of this contract are at any time. Not forthcoming, through the failure of the County Government to appropriate funds, discontinuance or material alteration of the program under which funds were provided, the County shall have the right to terminate the contract without penalty by giving not less than thirty (30) days written notice documenting the lack of funding. Unless otherwise agreed to by the County and the Offeror, the contract shall become null and void on the last day of the fiscal year for which appropriations were received.

15. **GOVERNING LAWS:** Any contract resulting from this request for proposals shall be governed in all respects by the laws of the State of South Carolina and any litigation with respect thereto shall be brought in the courts of the State of South Carolina.
16. **BONDS:** Payment and Performance Bonds are not required for this request for proposals.
17. **PURCHASING CARD:** By submitting a proposal, contractor agrees to accept payment by the Colleton County Purchasing Card for no extra charge. The Purchasing Card is issued by Visa. The purchasing card allows county agencies to make authorized purchases from a vendor, in conjunction with a purchase order.
18. **OWNERSHIP OF MATERIAL:** Ownership of all data, material, and documentation originated and prepared for the County pursuant to this contract shall belong exclusively to the County.
19. **INSURANCE:** Colleton County will require the following remain in force at all times through the life of the contract:
 - Professional Liability Insurance – Minimum \$1,000,000.00 - Proof of in force insurance must be provided in the response to the RFP

 - Other insurances:
 - Workers’ Compensation - \$100,000 – each accident
 - Statutory Coverage and Employer’s - \$100,000 each employee
 - Liability - \$500,000 – policy limit

 - Comprehensive General Liability -\$1,000,000 – bodily injury each occurrence
 - \$1,000,000 – bodily injury aggregate
 - \$1,000,000 – property damage each occurrence
 - \$1,000,000 – property damage aggregate
 - Products – Completed Operations - \$1,000,000 – aggregate
 - Business Auto Liability – Same as Comprehensive General Liability
 - Excess or Umbrella Liability - \$1,000,000
 - Colleton County will be named as an “additional insured” party

X. Certification Questions

NOTE: Offeror will be immediately disqualified if the answer to any of the questions 1 through 4 is "No."

1. Offeror possesses a valid and current South Carolina Offeror's license for the project or projects for which it intends to submit a proposal.

Circle one: Yes No

2. Offeror has an insurance policy (ices) with the prescribed limit(s) as specified in this document.

Circle one: Yes No

3. Prior to commencing work hereunder, Offeror, at his expense, shall furnish insurance certificate showing the certificate holder as Colleton County, P.O. Box 157, Walterboro, SC 29488, Attention: Purchasing Manager and with a special notation naming Colleton County as an Additional Insured on the liability coverage's as specified in this document. Do you consent to this requirement?

Circle one: Yes No

4. Offeror has current workers' compensation insurance policy if and as required by the Workers Compensation Commission.

Circle one: Yes No

5. Has your South Carolina Offeror's license been revoked at any time in the last five years?

Circle one: Yes No

6. Are you a minority business certified in the State of South Carolina?

Circle one: Yes No If Yes circle one or more: Women-owned Disadvantaged

If yes you must submit a copy of your minority business certificate with your response.

HISTORY OF THE BUSINESS AND ORGANIZATIONAL PERFORMANCE

7. Has there been any change in ownership of the firm at any time during the last three years?

Circle one: Yes No

NOTE: A corporation whose shares are publicly traded and of which no single person or entity owns more than 5% may check "No." If "Yes," explain on a separate signed page.

8. Is the firm a subsidiary, parent, holding company or affiliate of another architectural, engineering, or construction firm?

Circle one: Yes No

NOTE: Include information about other firms if one firm owns 50 per cent or more of another, or if an owner, partner, officer or qualifying party of your firm holds a similar position in another firm. If "Yes," explain on a separate signed page.

9. Are any corporate officers, partners, owners or qualifying parties connected to any other architectural, engineering, or construction firm?

Circle one: Yes No

10. Has a surety firm completed a contract on your behalf, or paid for completion because your firm was default terminated by the project owner within the last five (5) years?

Circle one: Yes No

11. At the time of submitting this qualification form, is your firm ineligible to bid on or be awarded a public works contract, or perform as a Sub-Offerior on a public works contract for the Federal Government or any South Carolina public agency?

Circle one: Yes No

If the answer is "Yes," state the beginning and ending dates of the debarment period:

_____.

12. At any time during the last five years, has your firm or any of its owners, officers or qualifying parties been convicted of a crime involving the awarding of a contract of a Federal, State or local government construction project, or the bidding or performance of a Federal, State or local government contract?

Circle one: Yes No

NOTE: Include information about other firms if an owner, partner, or officer of your firm holds a similar position in another firm. If "Yes," explain on a separate signed page.

13. How many years has your organization been in business in South Carolina as a Offeror under your pre-sent business name and license number? _____Years

14. Is your firm currently the debtor in a bankruptcy case?

Circle one: Yes No

NOTE: If "Yes," attach a copy of the bankruptcy petition, showing the case number, and the date on which the petition was filed.

15. Was your firm in bankruptcy at any time during the last five years? (This question refers only to a bankruptcy action that was not described in answer to question 14, above)

Circle one: Yes No

NOTE: If "Yes," attach a copy of the bankruptcy petition, showing the case number and the date on which the petition was filed, and a copy of the Bankruptcy Court's discharge order, or of any other document that ended the case, if no discharge order was issued.

XI. LICENSES

1. List all South Carolina license numbers, classifications and expiration dates of the South Carolina Offeror licenses held by your firm (Provide a copy of each license):

2. If any of your firm's license(s) are held in the name of a corporation or partnership, list below the names of the qualifying individual(s) listed on the SCLLR records who meet(s) the experience and examination requirements for each license.

3. Has your firm changed names or license number in the past five years?

Circle one: Yes No

NOTE: If "Yes," explain on a separate signed page, including the reason for the change.

4. Has any owner, partner, qualifying party or (for corporations) officer of your firm operated a architectural, engineering, or construction firm under any other name in the last five years?

Circle one: Yes No

NOTE: If "Yes," explain on a separate signed page, including the reason for the change. Provide a complete, separate questionnaire for the other firm.

5. Has any SCLLR license held by your firm or its Qualifying Party been suspended within the last five years?

Circle one: Yes No

NOTE: If "Yes," please explain on a separate signed sheet.

The undersigned, having fully familiarized him/her with the information contained within this entire solicitation **LE-07 CONSTRUCTION MANAGEMENT AT RISK SERVICES FOR A NEW LAW ENFORCEMENT COMPLEX** and applicable amendments, submits the attached response, and other applicable information to the County, which I verify to be true and correct to the best of my knowledge. I further certify that this response is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a response for the same materials, supplies or equipment, and is in all respects, fair and without collusion or fraud. I agree to abide by all conditions set forth in this solicitation and certify that I have signature authority to bind the company listed herein.

Printed Name

Authorized Signature

City, State, Zip

Title

Date

Telephone Number/Fax Number



SAMPLE SELECTION CRITERIA FORM

PROJECT DESCRIPTION CONSTRUCTION MANAGEMENT AT RISK (CMAR) SERVICES FOR A NEW LAW ENFORCEMENT COMPLEX	DATE
PROPOSING FIRM	PROJECT NO: LE-07

Evaluation Criteria	Value	Score
1. Experience and successful completion of Law Enforcement facilities. Or projects of similar scope and complexity.	1-5	
2. Experience and ability of key personnel.	1-5	
3. Understanding of CMAR delivery method and ability to successfully complete the expected scope of work on schedule and within budget.	1-5	
4. Proximity of CMAR to project location.	1-5	
5. Past success with and plan for maximizing local and minority participation.	1-5	
6. Financial strength/past performance.	1-5	

The highest possible score being 30

REMARKS:

TOTAL SCORE _____

Evaluation Committee Member Signature

**EXHIBIT A
OFFEROR'S CERTIFICATION**

(Provide separate Certification for each Joint Venture or Partnership entity)

_____	_____
Company Name	Authorized Signatory (As registered with the IRS)
_____	_____
Address	E-Mail Address
_____	_____
City, State, Zip	Fax Number
_____	_____
Telephone Number	Toll Free Number
_____	_____
Federal Tax ID Number	Sales Tax Number

I HEREBY CERTIFY THAT THE INFORMATION CONTAINED IN THIS RESPONSE TO THE REQUEST FOR PROPOSALS IS CORRECT AND TRUTHFUL TO THE BEST OF MY KNOWLEDGE AND BELIEF.

This the __ day of _____, 2015.

By: _____ Title: _____

License number under which the project will be executed:

Name license number above is held in:

STATE OF:

COUNTY OF:

I, _____ a Notary Public in and for the County and State aforesaid, do hereby certify that personally came before me this day and acknowledged that he is of and by that authority duly given and as an act of the foregoing instrument was signed by As, attested by him/herself as Secretary, and sealed with the common seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal this the __ day of _____, 2015.

Notary Public

My commission expires: