



**Development & Alumni Building
Clemson, SC**

Request for Qualifications

to provide

**Construction Management at Risk
Services**

May 31, 2020

Notice: The only official source for this document is the one cited in the advertisement in the *South Carolina Business Opportunities* (S C B O) newsletter. Not getting this document directly from that source could mean that this document has been superseded by a later version. Answers to questions, all clarifications, any addenda, and all postings/notices will be available online at:

<https://www.clemson.edu/giving/cufoundations/structure/culsf/building-project.html>

The Owner is not responsible for any reader's failure to heed this warning.

Please read the entire RFQ.

**Qualifications are Due:
June 24, 2020 by 4:00 PM EDT**

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Clemson University Foundation

Written Submittals of Qualifications to provide Construction Management at Risk(CM-R) Services for the construction of the **Development and Alumni Building**.

1. Introduction

1.1 Purpose of Procurement

- 1.1.1** The Clemson University Foundation hereinafter sometimes referred to as “Owner,” will construct a multi-tenant office building to serve various Clemson University and its’ affiliated organizations including the Clemson University Foundation, Alumni Association, Development Office, Complex Corporation and others. The total building is anticipated to be approximately 80,000 square feet located near the Madren Center and Walker Golf Course on Clemson University’s main campus in Clemson, SC. There will be a single solicitation and procurement of one Construction Management at Risk (CM-R) to provide pre-construction services and construction management for the project.
- 1.1.2** Developer and Project Manager: The Clemson University Land Stewardship Foundation (CULSF) shall serve as the developer/project manager for CUF and shall serve as CUF’s representative in this process.
- 1.1.3** Cost Limitation: The cost limitation for the project construction is **\$24.575 million**.
- 1.1.4** Construction Management at Risk (CM-R) is the chosen project delivery method for this project (Please see the definition section below).
- 1.1.5** The design team has been selected for the project.
- 1.1.6** The Owner chose the CM-R delivery method specifically to allow concurrent design and construction activities, with the CM-R providing constructability reviews and other pre-construction services essential to the overall success of the project. The CM-R will have a fiduciary role and responsibility to the Owner. The CM-R must act in the best interests of the Owner, using its best efforts to perform the project in an expeditious and cost-effective manner consistent with the Owner’s program requirements and budget.

1.2 Special Consideration For CM-R

- 1.2.1** South Carolina Code § 40-11-320 and Regulation 19-445.2145(N): Contractors seeking CM-R work must be registered both as a Construction Manager and as a General Contractor with the SC Contractor’s Licensing Board. The CM-R’s General Contractor’s license must have a license group designation that will cover the total cost of construction.
- 1.2.2** The CM-R must be able to provide 100% Performance and 100% Labor and Material Payment Bonds for the total cost of construction.
- 1.2.3** Prior to contracting for a Guaranteed Maximum Price (GMP), all construction management services provided by a CM-R must be paid as a fixed fee. Construction may not commence for any portion of the work until after the Owner and the CM-R contract for a GMP regarding that portion of the construction.
- 1.2.4** The selection of CM-R services will be made using the Competitive Sealed Proposal method as determined by the Owner and defined herein.

1.3 Project Objectives

- 1.3.1** Sustainability: this project will pursue Two Green Globes Certification under the Green Building Initiative program.
- 1.3.2** The CM-R and the design professionals each will be responsible for comprehending the Owner’s Project Requirements, accurately translating those requirements into a Basis of Design, and incorporating all into complete construction documents. With these, the CM-R will deliver a finished project in satisfaction of the Owner’s project requirements.
- 1.3.3** The CM-R will be responsible for pricing and value-engineering issues. At an appropriate point during

the project, the Owner will ask the CM-R to commit to a GMP for the project. The CM-R shall competitively solicit all construction subcontracts, materials and other work appropriate for competitive pricing but is free to use qualification factors other than price to select construction subcontractors that will deliver the greatest value to the Owner.

- 1.3.4** In selecting a CM-R, the Owner will emphasize experience of the firm and of assigned personnel in providing like functions on projects of similar magnitude and complexity as this project. Selection preference will be toward firms that have depths of knowledge and resources for general contracting, scheduling, contract coordination and compliance, and budget control, as well as familiarity with state laws, ordinances, and codes applicable with delivering CM-R projects in South Carolina.
- 1.3.5** It is the responsibility of each Offeror to examine the entire RFQ and RFP, if pre-qualified, seek clarification in writing, and review its submittal for accuracy before submitting their qualifications and, if pre-qualified, their proposal. The Owner may request clarification from any individual Offeror relative to their submission and reserves the right to ask for additional information from all parties that have submitted qualifications. Each firm must describe experience if there are multiple firms proposed as one team. Please indicate, by firm, those qualifying as a minority firm.
- 1.3.6** Certified Small and Minority Business Enterprises are encouraged to respond to this request.
- 1.3.7** Schedule: The Owner is currently authorized by its' governing body to take the project through the schematic and design development levels, which is expected to complete by March 2021. The CM-R will be required to provide pre-construction services during this initial phase of the project. It is possible that the project could be placed on hold at the conclusion of pre-construction services. This information is being shared with the Offerors in the spirit of open communication.

1.4 Project Assumptions

- 1.4.1** The Owner is receptive to working with multiple firms that desire to form a partnership to deliver the CM-R services anticipated under this project. In the event that two or more firms desire to establish a joint venture, it is expected that one firm from the group shall sign the Owner's contract as CM-R, and that all partner firms will be consultants to the firm that signs the contract.
- 1.4.2** The Owner expects all parties to this project to work closely together and deal appropriately with project conditions to finish the job successfully. A spirit of cooperation and collaboration among all services providers is of utmost importance to the Owner.
- 1.4.3** The CM-R, as a part of its pre-construction services, will assist with developing a strategy for the best approach for the successful completion of the project. For example, without limitation, the CM-R will provide guidance and assistance in the preparation of a schedule and a reliable cost estimate.
- 1.4.4** It is the sincere intention of the Owner to make every effort to be fair and equitable in its dealings with all candidates for selection.

1.5 Definitions of Terms

- 1.5.1** Whenever the terms **"RFQ" or "RFP"** are used, the reference is to this Request for Qualifications or a future Request for Proposals or portions thereof, together with any exhibits, attachments, or addenda it may contain.
- 1.5.2** Whenever the terms **"shall," "must," or "is required"** are used in the RFQ/RFP, the referenced task is a mandatory requirement of this RFQ/RFP. Failure to meet any mandatory requirement will be cause for rejection of a submittal.
- 1.5.3** Whenever the terms **"can," "may," or "should"** are used in the RFQ/RFP, the referenced specification is discretionary. Therefore, although the failure to provide any items so termed will not be cause for rejection, the Committee may consider such failure in evaluating the submittal.
- 1.5.4** Whenever the terms **"apparent successful" or "top-ranked" or "highest-ranking"** firm or Offeror are used in this document, the reference is to the firm that the Committee ultimately judges to have submitted the case best satisfying the needs of the owner in accordance with the RFQ/RFP. The selection of an apparent successful firm does not necessarily mean the Committee accepts all aspects of the firm's submittal or proposal.

- 1.5.5 Whenever the term **“submittal”** is used in the RFQ, the reference is to the response offered by a firm in accordance with the RFQ. The initial submittal responds only to the RFQ portion of this document. Subsequently, only firms pre-qualified based on their initial submittal will be invited to respond with technical proposal submittals to the future RFP.
- 1.5.6 Whenever the term **“Selection Committee”** or **“Committee”** is used in the RFQ, the reference is to the state representatives responsible for administering and conducting the evaluation and selection process of the RFQ.
- 1.5.7 **“Construction Management at Risk” (CM-R)** is a project delivery method in which the owner awards separate contracts—one for architectural and engineering services to design the project and the second to a construction manager at-risk for both construction management services and construction of the project.
- 1.5.8 **“Design Professional”** and **“Designer of Record”** both refer to the project's architect or design engineer, whose responsibilities generally include programming of the facility and, at the completion of all construction, providing the owner with Record Drawings.
- 1.5.9 **“Building Commissioning”** refers to a formal and systematic process of documentation, adjustment, testing, verification, and training, focused on quality assurance and performed specifically to ensure that the finished facility operates in accordance with the owner's documented project requirements and the construction documents.
- 1.5.10 **“Commissioning Provider”** refers to the entity or person providing building commissioning services for a project.
- 1.5.11 **“Guaranteed Maximum Price” (GMP)** means a price for all costs for the construction and completion of the project, or designated portion thereof, including all construction management services and all mobilization, general conditions, profit and overhead costs of any nature, and where the total contract amount, including the contractor's fee and general conditions, will not exceed a guaranteed maximum amount.
- 1.5.12 **“Owner's Project Requirements”** is a written document that details the functional requirements of a project and the expectations of how it will be used and operated.
- 1.5.13 **“Qualifications Submittal”** and **“Initial Written Submittal”** both refer to an Offeror's response to the RFQ.
- 1.5.14 **“Qualifications Based Selection”** and **“QBS”** both refer to a procurement process for the selection of professional construction services for public projects. It is a competitive contract procurement process whereby firms submit qualifications to a procuring entity (owner) who evaluates and selects the most qualified Offeror, and then negotiates the project scope of work, schedule, budget, and consultant fee.
- 1.5.15 **“As-Built Drawings”** are prepared by the contractor. They show, in red ink, on-site changes to the original construction documents.
- 1.5.16 **“Record Drawings”** are prepared by the architect and reflect on-site changes the contractor noted in the as-built drawings. They are often compiled as a set of on-site changes made for the owner per the owner-architect contract.

2. General Instructions

2.1 Building Program

2.1.1 Quality

The project will be designed and constructed to a level of quality and timeliness that reflects the long-term use of a Clemson University facility.

2.1.2 Owner/CM-R Contract

The contract documents for this project shall be:

- **AIA Document A133-2019 Standard Form of Agreement Between Owner and Construction Manager as Construction** as amended by the Owner
- **AIA Document A201-2017 General Conditions to the Contract for Construction** as amended by the Owner

No CM-R modifications to these documents will be accepted.

2.2 Selection Process

2.2.1 Request for Qualifications

This document is an RFQ and will be used for the short-listing of CM-R Offerors for a future RFP. An interested Offeror's initial response will be **only** to the RFQ. Only if a Offeror is subsequently pre-qualified will it be invited to provide a separate proposal in response to the future RFP.

2.2.2 Selection Committee

The selection of CM-R providers will be by a Committee comprising representatives of the Clemson University Foundation, the Clemson University Land Stewardship Foundation, and Clemson University. The architect for the project may serve on the Committee as a Technical Advisor in a non-voting role.

2.2.3 Point of Contact

The public's contact for information and clarification about the Project must be limited to the Project Manager, as identified in Section 3, below.

2.2.4 Pre-qualifying, Proposals, Interviews

Selection of the CM-R will be a multi-step process:

- Initial Written Submittal (Qualifications Statements)**
The Committee will receive and review statements of qualifications and performance data in response to the RFQ. The Committee will evaluate all Offerors first against a set of criteria, provided in Section 3, to determine which Offerors are most qualified and best suited for this project. Qualifications alone will narrow the field to pre-qualify a minimum of three Offerors. The pre-qualified Offerors will be invited to respond to the RFP.
- Written Technical Proposals (Responses to RFP -This section provided for information only)** Only pre-qualified Offerors shall prepare and submit written technical proposals that respond to the RFP. This written proposal will be evaluated by the Committee against a set of criteria.
- Formal Interview & Final Evaluation (This section provided for information only)**
As part of the evaluation, pre-qualified Offerors will be invited to a formal interview to explain their proposal and to answer questions from the Committee. From the evaluations of the written proposals, the formal interview and cost proposals, the Committee will rank the pre-qualified Offerors in order of suitability and appropriateness for this job.

2.2.5 Fee Proposals (This section provided for information only)

Prior to the interviews, each pre-qualified Offeror will be required to submit their cost proposal stating their CM-R fees for construction services. These cost proposals will be part of the selection evaluation. The evaluation criteria of the fee proposals will be published in the RFP.

2.3 Pre-Proposal Conference. (This section provided for information only)

There will be an RFP pre-proposal conference for the pre-qualified Offerors. Details about this pre-proposal conference will be announced to the pre-qualified Offerors at the appropriate time by email to the Offeror's contact person identified in the RFQ submittal.

2.4 Scope of Work Overview

The CM-R's services shall conform to recognized standards of professional practice. The contract will outline the scope of work.

- 2.4.1** The CM-R will work in concert with the Design Professionals towards the successful completion of the project within the schedule and the stated cost limitation, in compliance with the contract documents, and adhering to the requirements of the Authorities Having Jurisdiction.

- 2.4.2** The CM-R, through in-house staff or outside consultants/contractors, shall serve as the Construction Manager and Constructor, and shall provide all pre-construction and construction management services and activities necessary for the construction and completion of this project. The services described in this RFQ are representative of the services required and are not exhaustive.
- 2.4.3** Pre-construction Services shall include but are not limited to the following:
- a.** Evaluate the existing building construction and make recommendations for the best approach to renovate the building.
 - b.** Participate in design meetings as required to facilitate the design process.
 - c.** Evaluate the design during development; providing analysis of alternate construction methods and materials for potential quality, cost, and schedule enhancements.
 - d.** Evaluate construction documents for constructability, maintainability, potential problems, errors, and compliance with the construction budget.
 - e.** Develop a comprehensive design and construction schedule, coordinating activities to accomplish the completion of the project by the earliest date possible within the stated cost limitation.
 - f.** Provide cost estimating, cost management, value analysis, and value engineering.
 - g.** Provide cost estimating of alternative means, methods, materials, and configurations of the design.
 - h.** Provide cost estimating of the individual construction packages.
 - i.** Develop a construction budget to be maintained throughout design and construction.
- 2.4.4** Construction Phase Services shall include but are not limited to the following:
- a.** Develop requirements for safety, quality assurance, and schedule adherence.
 - b.** Maintain on-site staff for construction management.
 - c.** Maintain a system for tracking the timely submittal, review, and approval of submittals.
 - d.** Coordinate, conduct, and document regular construction meetings.
 - e.** Prepare and submit change order documentation for review and approval by the Design Professional and the Owner.
 - f.** Maintain on-site records and submit monthly progress reports to the Design Professional and the Owner.
 - g.** Maintain quality control and ensure conformity to contract documents.
 - h.** Reconcile construction contract requirements with the construction budget.
 - i.** Assist the Owner with permits and inspections required by Authorities Having Jurisdiction.
 - j.** Develop and maintain a detailed design and construction schedule (CPM) indicating sequencing of construction activities and milestones necessary for completion of the project by the targeted date.
 - k.** Document activities associated with the administration, management, and construction of the project.
 - l.** Certify monthly all work in place and approve all sub-contractor and vendor payment requests.
 - m.** Coordinate with and respond to the Commissioning consultant.
 - n.** Develop As-Built drawings for presentation to the Design Professional and Owner upon project completion.
 - o.** Resolve punch list items in a timely and professional manner.
 - p.** Coordinate post completion activities, including start-up testing and break-in, as well as the assembly of guarantees, manuals, closeout documents, training, and Owner's final acceptance.

- q. Monitor, coordinate, and resolve all warranty complaints to the satisfaction of the Owner during the one-year general warranty period.

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

2.5 Schedule of Events

The following Schedule of Events represents the Owner's best estimate of the schedule that will be followed. The Owner reserves the right, at its sole discretion, to adjust this schedule as it deems necessary. Adjustment to the Schedule of Events will be posted to the following website listed above.

ALL DATES BELOW WILL BE ADJUSTED TO MEET ACTUAL PROJECT SCHEDULE

EVENT	DATE
1. Advertisement in SCBO	6/3/20
2. Deadline for written questions and clarification on RFQ	6/10/20
3. Deadline for response to all questions submitted on the RFQ	6/12/20
4. Deadline for submission of Qualifications	6/25/20
5. Committee completes RFQ evaluation and notifies pre-qualified Offerors	7/10/20
6. Pre-proposal conference for pre-qualified Offerors	7/15/20
7. Deadline for written questions and clarification on RFP	7/22/20
8. Deadline for response to all questions submitted on the RFP	7/24/20
9. Deadline for pre-qualified Offerors to submit written technical proposals	8/6/20
10. Committee interviews pre-qualified Offerors	8/13/20
11. Committee completes evaluation	8/13/20
12. Approval of Final Report and Recommendation of Award to CUF President	TBD
13. Owner issues Notice of Intent to Award	TBD
14. CUF President approves execution of Contract	TBD
15. Execution of Contract by CUF	TBD

3. Initial Written Submittal - Qualifications Submission Format and Requirements (RFQ)

3.1 Physical Submittal

All responses to the RFQ shall provide their submittals in electronic format. Please optimize the formatting for viewing on a computer screen. No paper submittals will be accepted. The Committee may choose to print hard copies so Offerors should format their submittals for ease of printing. Do not include tab sheets or blank pages and format the submittal for printing double sided on 8½" x 11" paper in portrait orientation.. The copies that will be printed will be in color, double-sided on standard print paper.

Candidates must submit their responses in a single PDF file format (**Maximum file size 10 MB, the Committee does not look favorably on submittals that exceed this file size.**) by one of the following methods:

- (1) Emailed to the Project Manager prior to the due date and time.
- (2) On a flash drive delivered to the Project Manager. If this delivery method is used, the Offeror must contact the Project Manager at least 24 hours prior to the submittal date and time to make arrangements for delivery of the flash drive.
- (3) Via an on-line file drop service. If this delivery method is used, the Offeror must contact the Project Manager at least 24 hours prior to the due date and time to confirm this delivery method. It is the responsibility of the Offeror to ensure that the file is properly uploaded and available for the Owner to download prior to the due date and time.

Offerors should follow the sequence of the Initial Written Submittal outlined below. Responses should be concise, clear, and relevant. Offeror's cost incurred in responding to this RFQ is the Offeror's alone and the Owner does not accept liability for any such costs.

3.1.1. Responses are limited to thirty (30) single printed standard (8½" x 11") pages (may be fewer) using a minimum of a 10-point font and one-inch margins. A page means a display of information on one side of a sheet of paper. The pages of the qualification submittals must be numbered. Each submittal must include a transmittal letter. The transmittal letter (or "Letter of Interest") will not count toward the page limit. The cover sheet and the table of contents sheet do not count toward the page limit. The cover sheet should identify your submittal. A table of contents must be included as well to identify each section. Placing multiple sections on a single page is perfectly acceptable. If more than one item in the table of contents can begin on the same page, you may do so and place all corresponding sections on that one page. Any affidavits, certifications, or signed statements called for in this RFQ must be included in an appendix and will not count toward the page limit. Please do not place or ask to place in the appendix any additional information not explicitly required to be placed there by this RFQ.

3.1.2 Submittals of qualifications will be accepted until the time and date shown in the Schedule of Events (Section 2.5). **This is a firm deadline.** The Owner is not responsible for the proper or timely delivery of submittals. Failure to meet the deadline for receipt of submittals will result in rejection of the submittal. Submittals received after the deadline may not be considered whether delayed in transit or for any other cause whatsoever. Each Offeror is solely responsible for the accuracy and completeness of its submittal. Errors and omissions may constitute grounds for rejection.

3.1.3 The Owner intends to limit the cost that Offerors incur to respond to this solicitation. Therefore, Offerors are encouraged to be brief and succinct. Thick volumes of background and general marketing material are not desired. An Offeror should instead highlight it's qualifications to the evaluation criteria as it relates to this specific project. If there are multiple Offerors proposed as one team, each component Offeror should describe their own relevant qualifications.

3.1.4 Offerors should deliver their submittals in an email to the Project Manager. The email subject line should reference the project title- i.e., "Clemson University Foundation, RFQ for CM-R Services, Development and Alumni Building."

3.1.5 Submit qualification submitted via email should be sent to the following email address:

Mike Davis
john@clemson.edu

3.1.6 Except for submission of questions, discussed below, proposers shall not contact any members of the Committee, employees of the Clemson University Foundation, the Clemson University Land Stewardship Foundation, Clemson University, any other organization that is affiliated with this project, or the project's Design Professional regarding any aspect of this procurement until after the award of the contract. Contact with these persons may be grounds for elimination from the selection process.

3.1.7 Questions must be submitted in writing via email to the address listed above.

3.1.8 All questions that have been submitted in writing via email before the deadline, will be compiled and answered in writing. The deadlines for submission of questions relating to this RFQ are the date shown in the Schedule of Events (Section 2.5). Answers, responses, and clarifications will be posted to the URL on the cover sheet of this RFQ by the date shown in the Schedule of Events (Section 2.5).

3.2 Initial Written Submittal Prerequisite (Pass/Fail) Criteria

Offerors must meet the criteria in the bullet points immediately below. Offerors that do not meet these criteria are **automatically disqualified** for further evaluation. Please note we do not need any certification from the Offeror that you meet these criteria, just the letters noted below.

- Builder **MUST** have a safety Experience Modification Rate average of not greater than 1.0 over the last three years. A letter from a third party documenting the Offeror's EMR for at least the last three years must be submitted and should be placed in the appendix (does not count toward page limit).
- Offeror **MUST** have bonding capacity to provide a payment and performance bond for the total cost of the work. A letter from a surety stating that the Offeror has sufficient bonding capacity must be submitted and should be placed in the appendix (does not count toward page limit).
- Offeror **MUST** be able to obtain a Builder's Risk Insurance Policy for the total cost of the work. A letter from an insurance company stating that they can certify that the Offeror can obtain a comprehensive builder's risk program for the total cost of the work must be submitted and should be placed in the appendix (does not count toward page limit).
- Offeror **MUST** include a current Contractor's Public Liability Insurance Policy and must be insurable in the following amounts: Bodily injury, including death—limits of \$1 million for each incident; Property damage—limits of \$1 million for each incident and \$2 million for the aggregate of operations. The Owner reserves the right to require additional limits and coverage in the final contract. A letter from the Offeror's insurance carrier verifying these limits must be submitted and should be placed in the appendix (does not count toward page limit).
- Offeror **MUST** hold a valid South Carolina General Construction Manager License and General Contractor (BD5) license. A copy of each license must be submitted and should be placed in the appendix (does not count toward page limit).

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3.3 Initial Written Submittal Evaluation

Evaluative Criteria— The Committee will evaluate the submittals uniformly based upon the criteria listed in the table below. Each major category of criteria is listed in order of importance. The evaluation of submittals will be based upon consideration of the demonstrated qualifications and capabilities of the Offeror. Absent modification by addendum, factors to be considered in the evaluation will be limited to the following:

Major Category	Criteria Summaries
Offeror's relevant project experience	<ul style="list-style-type: none"> • Offeror's experience with similar projects, especially those projects on higher education campuses • Offeror's similar experience with pre-construction and construction management services • Offeror's experience on higher education projects • Offeror's litigation record
Key Personnel, not just general resources within the Offeror, who are available and might be assigned to this project, with Relevant Experience	<ul style="list-style-type: none"> • Resources with experience and ability, qualified and available for CM-R Pre-Construction Services Manager role • Resources with experience and ability, qualified and available for CM-R Project Superintendent role • Resources with experience and ability, qualified and available for CM-R Project Manager role • Resources with experience and ability, qualified and available for CM-R Project Executive role
Offeror's Prior Performance	<ul style="list-style-type: none"> • Offeror's ability to successfully deliver projects to their clients • Letters of recommendation – maximum of five (5) • References - maximum of five (5) with up-to-date contact information including telephone numbers and email addresses
Financial Information	<ul style="list-style-type: none"> • Offeror's financial stability
Responsiveness of Submittal	<ul style="list-style-type: none"> • Extent to which the instructions in the RFQ were followed • Accuracy in reflecting the project's assumptions & requirements
Statement of why the Offeror should be selected (Letter of Interest)	<ul style="list-style-type: none"> • Why the Offeror feels it is qualified to provide CM-R services as herein described

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3.4 Qualification Submittal Contents

The qualification submittal should contain the following information in the following order and **must utilize the numbering format below**:

1. Letter of Interest. Briefly, tell why your firm is interested in this project.
2. Firm Description
 - a. Basic company information
 - b. Company name
 - c. Address & zip code
 - d. Email address & name of primary contact related to this RFQ/RFP
 - e. Telephone number
 - f. Number of years in business
 - g. Form of ownership, including state of residency or incorporation: Is the Offeror a sole proprietorship, partnership, corporation, Limited Liability Company (LLC), joint venture, or other structure? For joint venture entities that have not completed at least two relevant projects together, each Offeror should describe its qualifications separately but hold the unified submittal to the set page limit. Refer also above to Section 1.3.1 regarding the Owner's position on joint ventures.
 - h. Succinctly describe the history and growth of your firm(s).
3. Regarding litigation with owners, subcontractors, and design professionals, list any active or pending litigation and explain. Describing litigation as "not relative" is not what the Committee is looking for. The Committee understands that litigation happens in the construction industry and is often necessary to protect business interests. This information may be marked confidential, see Section 4.7.
4. Other than the above listed, has the firm been involved in any relevant litigation in the past five years? Explain.
5. List and briefly describe projects that your firm has completed in the past five years in the role of CM-R that were valued at or above \$50 million.
6. Has the firm ever failed to complete any work awarded to it or has it been removed from any project awarded to the firm? Explain.
7. Give references to which your company has provided services of a nature and quality similar to those described herein. This reference information should include a short paragraph describing the service(s) provided, together with the following:
 - a. The name of the organization to which the services were provided
 - b. Project location
 - c. Dates during which services were performed
 - d. Brief description of project
 - e. A current contact name, together with organizational title, at the firm
 - f. The contact's current address, email address, and telephone number
 - g. List major trade contractor references (company, contact email, and telephone number).
8. Provide a statement of disclosure, which will allow the Owner to evaluate possible conflicts of interest. (This disclosure requirement is not about giving the Owner permission regarding our contacting your references. It is about revealing relationships that your company might 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.

9. Office Submitting Qualifications - If the firm has multiple offices, the qualification statement should include information about the parent company and branch office separately. Identify the office from which project will be managed and that office's proximity to the project site. 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 Owner to offer the financials of any office other than the one with the prospect of a contract with the Owner.
10. Financial Responsibility
- List your total annual billings for each of the past three calendar years. If forming a partnership, list separately by firm.
 - What percentage of your firm's work has been negotiated during the past three years?
 - Supply firm's Current Ratio (Current Assets / Current Liabilities) experience for the last five years, with a signed statement. Such signed statement may be placed in an appendix and will not count toward your page limit.
11. Personnel Capability
- Provide general information about the firm's personnel resources, including classifications and numbers of employees and the locations and staffing of relevant offices. Provide list of qualified and available personnel resources, identifying experience and ability of key personnel. The key personnel, at a minimum, are the proposed project pre-construction manager (and any key pre-construction specialists, including estimator), project superintendent, CM-R's project manager, project director, and the executive in charge. At this stage, firms may list more than one person qualified and available for the proposed project.
12. Relevant Project Experience
- List only projects that were contracted to the firm that performed the work for the owner. Do not list projects where the firm was not the prime or projects where an employee was working under a previous employer. Relevant project experience includes similar building type and delivery method relevant to this type of project constructed using the CM-R delivery method or performing as a general contractor on similar types and sizes of projects. Describe no more than six and no fewer than four projects in order of most relevant to least relevant that demonstrate the firm's capabilities to perform the project associated with this RFQ. For each project, the following information should be provided:
- Project name
 - Project location
 - Dates during which services were performed
 - Physical description (e.g., square footage, number of stories, site area)
 - Brief description of project
 - Services performed
 - Statement of performance versus owner expectations in the areas of cost, quality, and schedule
 - Owner reference including email and telephone contact information
13. Statement of Why the Proposing Firm Should Be Selected
- This section provides each Offeror the opportunity to provide specific information that differentiates them from others in the competition. This statement is limited to two pages of the allowed total.
14. Appendix
- This section **must** include all the Prerequisite (Pass/Fail) Criteria letters and licenses.
 - A letter from a third party documenting the Offeror's EMR for at least the last three (3) years.

- ii. A letter from a surety stating that the Offeror has sufficient bonding capacity for the total cost of the work.
 - iii. A letter from an insurance company stating that they can certify that the Offeror has the ability to obtain a comprehensive builder's risk program for the total cost of the work.
 - iv. A letter from the Offeror's insurance carrier verifying the required liability insurance limits.
 - v. A copy of the Offeror's South Carolina General Construction Manager License and General Contractor (BD5) license; make sure both are included.
- b. Supply Offeror's Current Ratio (Current Assets / Current Liabilities) experience for the last five years, with a signed statement.

4. CM-R Required Clauses

- 4.1 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.
- 4.2 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.
- (a) By submitting an offer, the Offeror certifies that—
 - (1) 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.
 - (2) 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 a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
 - (3) 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.
 - (b) Each signature on the offer is considered to be a certification by the signatory that the signatory—
 - (1) 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 (a)(1) through (a)(3) of this certification; or
 - (2) (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 (a)(1) through (a)(3) of this certification [As used in this subdivision (b)(2)(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 (b)(2)(i) of this certification have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; and
 - (iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification.
 - (c) If the Offeror deletes or modifies paragraph (a)(2) of this certification, the bidder must furnish

with its offer a signed statement setting forth in detail the circumstances of the disclosure.

4.3 CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS:

- a. By submitting an Offer, Offeror certifies, to the best of its knowledge and belief, that-
 - 1) 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.
 - 2) 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).
- c. 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.
- d. 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 to furnish additional information as requested by the Procurement Officer may render the Offeror non-responsible.
- e. 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.
- f. 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 Owner, the Owner may terminate the contract resulting from this solicitation for default.

4.4 ETHICS CERTIFICATE: By submitting an 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 Owner may rescind any contract and recover all amounts expended as a result of any action taken in violation of this provision.

4.5 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.

- (a) 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 Project Manager. This restriction may be lifted by express written permission from the Project Manager. This restriction expires once a contract has been formed.

- (b) Unless otherwise approved in writing by the Project Manager, ***Offeror agrees not to give anything to the Owner, any affiliated organizations, or the employees, agents or officials of either, prior to award.***
- (c) Offeror acknowledges that the policy of the Owner is that its' representatives or that of any of its' affiliated organizations, which may include those of a governmental body should not accept or solicit a gift, directly or indirectly, from a donor if the **Owner or representatives of its' affiliated organizations** has reason to believe the donor has or is seeking to obtain contractual or other business or financial relationships with the Owner or representatives of an affiliated organization. Regulation 19-445.2165(C) broadly defines the term donor.

4.6 NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING (IMPORTANT TAX NOTICE - NONRESIDENTS ONLY):

- a. Withholding Requirements for Payments to Nonresidents: SC Code § 12-8-550 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.
- b. The withholding requirement does not apply to:
 - 1) payments on purchase orders for tangible personal property when the payments are not accompanied by services to be performed in South Carolina,
 - 2) nonresidents who are not conducting business in South Carolina,
 - 3) nonresidents for contracts that do not exceed \$10,000 in a calendar year, or
 - 4) payments to a nonresident who
 - (a) registers with either the S.C. Department of Revenue or the S.C. Secretary of State and
 - (b) submits a Nonresident Taxpayer Registration Affidavit - Income Tax Withholding, Form I-312 to the person letting the contract.
- c. 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.
- d. 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.
- e. 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>.

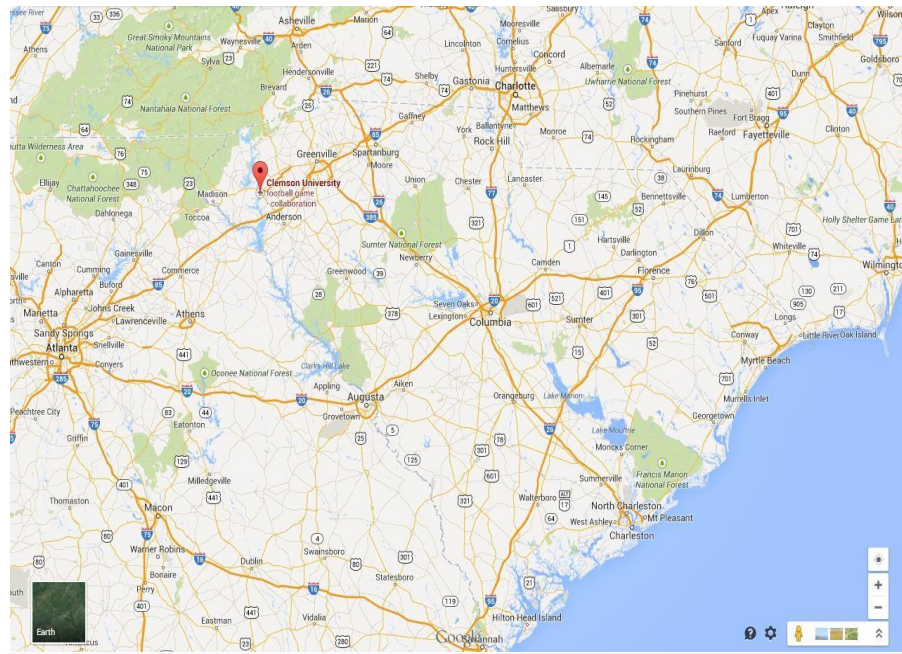
4.7 SUBMITTING CONFIDENTIAL INFORMATION:

- a. 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 a trade secret as defined in SC Code § 30-4-40(a)(1).
- b. 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 SC Code § 39-8-20 of the Trade Secrets Act.
- c. 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.
- d. 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 Owner 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.
- e. By submitting a response to this solicitation, Offeror
 - 1) 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",

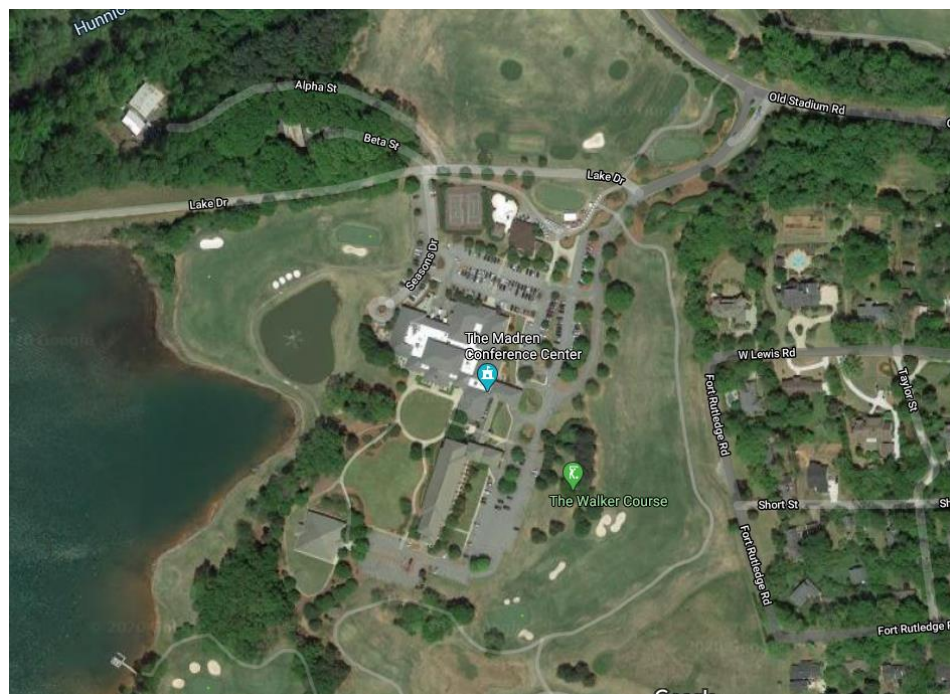
- 2) agrees that any information not marked, as required by these bidding instructions, as a "Trade Secret" is not a trade secret as defined by the Trade Secrets Act, and
 - 3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, are subject to public disclosure.
- f. In determining whether to release documents, the Owner will detrimentally rely on Offeror's marking of documents, as required by these bidding instructions, as being either "Confidential" or "Trade Secret" or "PROTECTED".
- g. 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". 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.
- 4.8** CLARIFICATION: The Project Manager 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.
- 4.9** DISCUSSIONS & NEGOTIATIONS: 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 Owner 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 Owner may elect to consider only your unrevised initial proposal. The Owner may also elect to conduct negotiations, beginning with the highest ranked Offeror, or seek best and final offers. If negotiations are conducted, the Owner may elect to disregard the negotiations and accept your original proposal. No member of the design team selected for this project will be allowed to perform work as a contractor or subcontractor on this project.

[END OF REQUEST FOR QUALIFICATIONS]

EXHIBIT A
Clemson University Location Map



Regional Map
Clemson University is located in the
Upstate of South Carolina



Clemson University
Project Location