



**Business and Behavior Science Building  
Sirrine Hall Replacement  
Clemson, SC**

**State Project H12-9929-SG**

# **Request for Qualifications**

**to provide**

## **Construction Management at Risk Services**

Caution: The only official source for this document is the one cited in the advertisement in the *South Carolina Business Opportunities* 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 Not getting this document directly from that source could mean that this document has been superseded by a later version.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:

<http://www.clemson.edu/facilities/capital/projectDetails?proj=1462285173>

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

**Qualifications Due: June 1, 2016; by 4:00 PM**

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# Clemson University

Written Submittals of Qualifications to provide Construction Management at Risk Services for the construction of **Project No. H12-9929-SG, Clemson University Business and Behavioral Science Building/Sirrine Hall Replacement.**

## 1. Introduction

### 1.1 Purpose of Procurement

**1.1.1** This project will design and construct an approximately 160,000 square foot building to relocate the College of Business and Behavioral Science (CBBS) from Sirrine Hall which was built in 1938. The antiquated academic facility no longer provides adequate space for planned growth or modern instructional delivery methods. The College of Business and Behavioral Science is currently co-located with other academic programs in Sirrine Hall. The replacement facility will become the dedicated, recognizable home for all business and related disciplines within the CBBS, and it will provide space for the college's administrative offices, teaching, outreach and research institutes.

Specifically, the Sirrine Hall replacement building will include a variety of classrooms and learning laboratories, faculty and administrative offices, study and gathering spaces, student services spaces, and common areas that will encourage greater collaboration among students, faculty, staff and business partners. The replacement facility will provide an enhanced interface between academics and industry, accommodate growth, and provide flexibility to adapt to advancements in technology and instructional methods. Construction of the new facility will also allow Sirrine Hall to be utilized as swing space, which will allow for the systematic renovation of other aging campus facilities. Clemson currently has no swing space to allow for major renovations in an efficient manner. The project will be funded by a combination of Institution Bonds, private gifts and state capital appropriations. Specific financing terms and conditions will be determined prior to Phase II approval. Completion is planned for the summer of 2019

**1.1.2** Cost Limitation: The stated cost limitation for the project construction is **\$66 million**.

**1.1.3** "Construction Management at Risk" (CM-R) is the chosen project delivery method for this project (Please see the definition section below).

**1.1.4** Clemson University officials have selected the design team of LS3P Associates of Greenville, SC with LMN Architects of Seattle, Washington for architectural design work for this project. The design team is in the program verification/site analysis phase of the project.

**1.1.5** **SPECIAL CONSIDERATIONS FOR CM AT RISK – South Carolina Code § 40-11-320 and Reg. 19-445.2145(N):** Firms 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 General Contractor's license must have a license group designation that will allow the CM-R to provide 100% Performance and 100% Labor and Material Payment Bonds for the entire project. Moreover, prior to contracting for a Guaranteed Maximum Price (GMP), all construction management services provided by a CM-R must be paid as a fee based on either a fixed rate, fixed amount, or fixed formula. In addition, construction may not commence for any portion of the construction until after the governmental body and the construction manager at-risk contract for a fixed price or a GMP regarding that portion of the construction.

**1.1.6** The selection of professional construction services will be by Qualifications-Based Selection (QBS) or "Technically Superior Proposal" method. The South Carolina law adopted QBS as appropriate under state law for competitive sealed proposals: See §11-35-1530 in the Official Code of South Carolina. 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 Project Objectives

- 1.2.1 Sustainability: The Owner expects to achieve a minimum of USGBC LEED Silver Rating.
- 1.2.2 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 facility in satisfaction of the Owner's Project Requirements.
- 1.2.3 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.
- 1.2.4 The CM-R shall competitively select all construction subcontracts and other work appropriate for competitive selection but is free to use qualification factors other than price of work to select construction subcontractors that will deliver the greatest value to the State of South Carolina and Clemson University.
- 1.2.5 In selecting a firm, the Owner will emphasize experience of the firm and of assigned personnel in providing like functions on projects of similar magnitude and complexity as the proposed 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 to Clemson University.
- 1.2.6 It is the responsibility of each submitter to examine the entire RFQ and RFP, seek clarification in writing, and review its submittal for accuracy before submitting their qualifications and, if shortlisted, their proposal. Once submission deadlines have passed, all submissions will be final. The Owner will not request clarification from any individual submitter relative to their submission but 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.
- 1.2.7 Certified Small and Minority Business Enterprises are encouraged to respond to this request.
- 1.2.8 The Owner wishes to start site/utility construction work by the spring of 2017 and complete all construction work by the spring of 2019.

## 1.3 Project Assumptions

- 1.3.1 Clemson University 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 state's contract as CM-R, and that all partner firms will be consultants to the firm that signs the contract.
- 1.3.2 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 professional construction services providers is of utmost importance to the University.
- 1.3.3 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.
- 1.3.4 It is the sincere intention of the University to make every effort to be fair and equitable in its dealings with all candidates for selection.

## 1.4 Definitions of Terms

- 1.4.1 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.
- 1.4.2 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.

- 1.4.3** 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 Selection Committee may consider such failure in evaluating the submittal.
- 1.4.4** 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 Selection 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 Selection Committee accepts all aspects of the firm’s submittal or proposal.
- 1.4.5** 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 shortlisted based on their initial submittal will be invited to respond with technical proposal submittals to the future RFP.
- 1.4.6** Whenever the term “**Selection 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.
- 1.4.7** “**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.
- 1.4.8** “**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.
- 1.4.9** “**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.
- 1.4.10** “**Commissioning Provider**” refers to the entity or person providing building commissioning services for a project.
- 1.4.11** “**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.
- 1.4.12** “**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.
- 1.4.13** “**Qualifications Submittal**” and “**Initial Written Submittal**” both refer to a firm’s response to the RFQ.
- 1.4.14** “**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 firm, and then negotiates the project scope of work, schedule, budget, and consultant fee.
- 1.4.15** “**As-Built Drawings**” are prepared by the contractor. They show either electronically or marked-up PDFs’, on-site changes to the original construction documents.
- 1.4.16** “**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

AIA Document A133 CMr-2009, *Standard Form of Agreement Between Owner and Construction Manager as Constructor* and the AIA Document A201-2007 *General Conditions of the Contract for Construction* as amended by the OSE Form 00502 and OSE Form 00812.

### 2.2 Selection Process

#### 2.2.1 Request for Qualifications

This document is a Request for Qualifications (RFQ) and will be used for the short-listing of CM-R firms for a future Request for Proposal (RFP). An interested firm's initial response will be **only** to the RFQ. Only if a firm is subsequently shortlisted 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 Selection Committee comprising representatives of the Office of State Engineer and Clemson University.

#### 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 Shortlisting, Proposals, Interviews

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

a. Initial Written Submittal (Qualifications Statements)

The Selection Committee will receive and review statements of qualifications and performance data in response to the RFQ. The Selection Committee will evaluate all firms first against a set of criteria, provided in Section 3 below, to determine which firms are most qualified and suited for this particular project. Qualifications alone will narrow the field to a minimum shortlist of three firms. The shortlisted firms will be invited to respond to the Request for Proposal.

b. Written Technical Proposals (Responses to Request for Proposal – this section provided for information only)

Only shortlisted firms shall prepare and submit written technical proposals that respond to the Request for Proposal (RFP). This written proposal will be evaluated by the Selection Committee against a set of criteria.

c. Interview & Final Evaluation (this section provided for information only)

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

#### 2.2.5 Fee Proposals

Each shortlisted firm invited to interview shall prepare and deliver a fee proposal to the Selection Committee chair at the time of the interview. Each firm will be asked to explain their fee during the interview. These fee proposals will be part of the selection evaluation. The highest-ranked Offeror's fee proposal will be part of the basis for initial negotiations subsequently conducted. If negotiations with the highest-ranked Offeror are not successful, the Owner will then invite the second-ranked firm to negotiate, and so on.

### **2.3 RFQ Pre-submittal Conference**

There will be an RFQ pre-submittal conference for all interested parties. The conference will take place at the time and location given on the Schedule of Events (Section 2.6). Anyone may attend.

### **2.4 RFP Pre-proposal Conference (this section provided for information only)**

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

### **2.5 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.

**2.5.1** 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.

**2.5.2** 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 Request are representative of the services required, and are not exhaustive.

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

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

**2.5.4** 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 Clemson's final acceptance.
  - q. Monitor, coordinate, and resolve all warranty complaints to the satisfaction of Clemson University during the one-year general warranty period.
- 2.5.5** Guaranteed Maximum Price: At an appropriate point in the project and subject to contractual negotiations, the CM-R shall issue to the Owner a GMP backed by surety bonds. 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.



## 2.6 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. Adjustments to the Schedule of Events will be posted to the website listed on the cover page of the RFQ.

**ALL DATES BELOW WILL BE ADJUSTED TO MEET ACTUAL PROJECT SCHEDULE**

EVENT	DATE	TIME
1. Advertisement in SCBO	5/12/16	---
2. Owner conducts a pre-submittal conference for all interested firms. To take place at the <b>McFadden Team Room</b> , 220 Perimeter Road, Clemson, SC 29634, Clemson University	5/19/16	10:00 AM
3. Deadline for written questions and clarification regarding the RFQ	5/23/16	4:00 PM
4. Owner posts answers to questions and clarifications regarding the RFQ at the web site listed on the cover page of the RFQ.	5/25/16	4:00 PM
5. Deadline for submission of Qualifications	6/1/16	4:00 PM
6. Owner completes qualification evaluation and determines shortlist firms.	6/16/16	---
<b>Information provided below is offered for shortlisted firms only and does not apply to the RFQ:</b>		
7. Owner conducts a pre-proposal conference for shortlisted firms	6/21/16	2:00 PM
8. Deadline for written questions and clarification regarding the RFP	6/24/16	4:00 PM
9. Owner posts answers to questions and clarifications regarding the RFP at the web site listed on the cover page.	7/1/16	4:00 PM
10. Deadline for shortlisted firms to submit their proposals	7/6/16	4:00 PM
11. Owner interviews shortlisted firms	7/13/16	TBD

### 3. Initial Written Submittal - Qualifications Submission Format and Requirements (Response to Request for Qualifications or "RFQ")

#### 3.1 Physical Submittal

All responses to the RFQ will be in electronic format. The selection committee may choose to print a certain number of hard copies so respondents should format their submittals for ease of printing. The copies that will be printed will be in color, double-sided on standard print paper. Candidates' submittals for the RFQ must be 8½" x 11" format, 10-point font minimum and no more than fifteen (15) double-sided pages or thirty (30) one-sided pages in length not including the cover sheet and specific items required to be placed in an appendix. Candidates must submit their responses in a single PDF file format (maximum file size 10 MB) on a flash drive. Each submittal must include a transmittal letter. The transmittal letter (or "Letter of Interest") will not count toward the page limit. The table of contents sheet and the section separation sheets also do not count toward the page limit. The first page should identify your submittal; it does not count against your page limit. Submitters should follow the sequence of the Initial Written Submittal outlined below. Responses should be concise, clear, and relevant. Submitter's cost incurred in responding to this RFQ is the submitter's alone and the Owner does not accept liability for any such costs.

**3.1.1 Responses are subject to the page limits stated above using a minimum of a 10-point Arial font and one-inch margins.** A **page** means a display of information on a side of a sheet of paper: printing on a single side of paper is one page; printing on both sides (double-sided printing) of the same sheet of paper is two pages. The pages of the qualification submittals must be numbered. A table of contents, with corresponding tabs in the body of the submittal, must be included as well to identify each section. Placing multiple tabs on a single page is perfectly acceptable. If more than one item in the table of contents can be started on the same page, you may do so and place all corresponding tabs on that one page. Any affidavits, certifications, or signed statements called for in this Request may 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 Request.

**3.1.2** Submittals of qualifications will be accepted until the time and date shown in the Schedule of Events (Section 2.6). **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 will not be considered whether delayed in transit or for any other cause whatsoever. Each firm 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 submitters incur to respond to this solicitation by asking for electronic submissions. The Owner may choose to print a limited number of copies so submitters are encouraged to be brief and succinct. Volumes of background and general marketing material are not desired. A firm should highlight instead its responsiveness to the evaluation criteria. If there are multiple firms proposed as one team, each component firm should describe its own relevant qualifications.

**3.1.4** Firms should deliver their submittals in a sealed package. The name and address of the firm should appear on the outside of the package, and the package should reference the project title and the state project number; i.e., "RFQ for CM at Risk Services, **Clemson University Business and Behavioral Science Building/Sirrine Hall Replacement Project No. H12-9929-SG.**"

**3.1.5** Submit qualifications document to the following address:

Paul M Borick  
Clemson University – Capital Projects  
Gentry Hall  
191 Old Greenville Highway  
Clemson, SC 29634  
Phone: 864-656-2296

- 3.1.6** Except for submission of questions, discussed further below, proposers shall not contact any members of the Selection Committee, or employees of Clemson University, or the Office of State Engineer, or the project's Design Professional regarding any aspect of this procurement until after the award of the contract. Contact with these persons could be grounds for elimination from the competition.
- 3.1.7** Questions may be asked at the pre-submittal conference. Questions not asked at the pre-submittal conference must be submitted in writing via email to:

Paul M Borick – Project Manager  
Email: pborick@clemson.edu

- 3.1.8** All follow-up questions from the pre-submittal conference, as well as any questions that have been submitted in writing before the deadline will be compiled and answered in writing. The deadlines for submission of questions relating to the RFQ are the times and dates shown in the Schedule of Events (Section 2.6). Answers, responses, and clarifications will be posted to the website listed on the cover page of the RFQ by the dates and times shown in the Schedule of Events (Section 2.6).

### **3.2 Initial Written Submittal Prerequisite (Pass/Fail) Criteria**

Firms must meet the criteria in the bullet points immediately below. Firms that do not meet these criteria are **automatically disqualified** for further evaluation.

- Firm **MUST** have a safety Experience Modification Rate average of not greater than 1.0 over the last three years. A letter listing your EMR for the last three years must be submitted and should be placed in an appendix (does not count toward page limit).
- Firm **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 firm has sufficient bonding capacity must be submitted and should be placed in an appendix (does not count toward page limit).
- Firm **MUST** be able to obtain a Builder's Risk Insurance Policy for the total cost of the work. Firm **MUST** provide a letter from their Insurance company stating this (does not count toward page limit).
- Firm **MUST** have 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. Firm **MUST** provide a letter from their Insurance company stating this (does not count toward page limit). (The Owner reserves the right to require additional limits and coverage in the final contract.)
- Firm **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 an appendix (does not count toward page limit).
- Firm **MUST** show financial stability with an average assets/liability ratio > 1.0. This average should be taken from the firm's three most recent, concurrent audited financial statements. This may be included as an excerpt from the firm's audited financial statements.

**In order to be deemed eligible for evaluation, the submitting firm must create, officially sign, and place in its submittal a signed statement that contains the following declarations:**

- *We certify that our building firm has a safety Experience Modification Rate average not greater than 1.0 over the last three years.*
- *We certify that our firm has sufficient bonding capacity to provide a payment and performance bond for total cost of work.*
- *We certify that our firm can obtain a Builder's Risk Insurance Policy for the total cost of the work.*
- *We certify that our firm has a current Contractor's Public Liability Insurance Policy, and our firm is 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.*
- *We certify that our firm holds a valid South Carolina General Construction Manager License and General Contractor (BD5) license.*

Such signed statement may be placed in an appendix and will not count toward your page limit.

### 3.3 Initial Written Submittal Evaluation

**3.3.1 Evaluative Criteria** – The Selection 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 services being sought under this RFQ are considered professional in nature. Consequently, 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
Firm's Relevant Project Experience	<ul style="list-style-type: none"> <li>• Firm's experience with similar projects, especially those of similar building types with accelerated schedules.</li> <li>• Firm's similar experience with pre-construction and construction management services.</li> <li>• Firm's experience on State or higher education projects.</li> <li>• Firm's litigation record.</li> <li>• Firm's experience working with Governmental Agencies.</li> </ul>
Key Personnel, not just general resources within the firm, who are available and might be assigned to this project, with Relevant Experience	<ul style="list-style-type: none"> <li>• Resources with experience and ability who are qualified and available for CM at Risk Pre-construction Services management roles.</li> <li>• Resources with experience and ability, qualified and available for Project Superintendent roles.</li> <li>• Resources with experience and ability, qualified and available for CM at Risk Project Manager roles.</li> <li>• Resources with experience and ability, qualified and available for Project Executive roles.</li> </ul>
Firm's Prior Performance	<ul style="list-style-type: none"> <li>• Firm's ability to successfully deliver projects to their clients.</li> <li>• Letters of recommendation – maximum of five (5).</li> <li>• References (maximum of 5) with up-to-date contact information including telephone numbers and email addresses.</li> </ul>
Responsiveness of Submittal	<ul style="list-style-type: none"> <li>• Extent to which the instructions in the RFQ were followed.</li> <li>• Accuracy in reflecting the project's assumptions &amp; requirements.</li> </ul>
Statement of Why the Firm Should be Selected (Letter of Interest)	<ul style="list-style-type: none"> <li>• How the Firm feels it is qualified to provide Construction Management at Risk services as herein described for Clemson University.</li> </ul>

### 3.4 Contents

The qualification submittal should contain the following information in the following order:

- 3.4.1** Letter of Interest. Briefly, tell why your firm is interested in this project.
- 3.4.2** Firm Description
- 3.4.3** Basic company information
  - a. Company name
  - b. Address & zip code
  - c. Email address & name of primary contact related to this RFQ/RFP
  - d. Telephone number
  - e. Number of years in business
- 3.4.4** 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 firm 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.
- 3.4.5** Succinctly describe the history and growth of your firm(s).
- 3.4.6** Regarding litigation with owners, subcontractors, and design professionals, list any active or pending litigation and explain.
- 3.4.7** Other than that just listed, has the firm been involved in any relevant litigation in the past five years? Explain.
- 3.4.8** List and briefly describe projects that your firm has completed in the past five years in the role of construction manager at risk that were valued at or above \$30 million.
- 3.4.9** 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.
- 3.4.10** Give three 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, telephone number and e-mail address.
- 3.4.11** List five major trade contractor references (company, contact, and telephone number).
- 3.4.12** 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.
- 3.4.13** 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.

**3.4.14 Financial Responsibility**

- a. List your total annual billings for each of the past three calendar years. If forming a partnership, list separately by firm.
- b. List the contact persons, addresses, and telephone numbers for your insurance carrier and agent.
- c. List the contact persons, addresses, and telephone numbers for the firm's bonding company and agent.
- d. What percentage of your firm's work has been negotiated during the past three years?
- e. 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.
- f. Supply a letter from a surety stating that the firm has sufficient bonding capacity for this project. Such letter may be placed in an appendix and will not count toward your page limit.

**3.4.15 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 for 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. Resumes of key personnel shall include at a minimum; education, professional certifications and affiliations (i.e. Professional Engineer, Registered Architect, American Institute of Constructors, including Level I (AC) or Level II (CPC), etc.). At this stage firms may list more than one person qualified and available for the proposed project.

**3.4.16 Relevant Project Experience**

Relevant project experience includes similar building type and delivery methods relevant to the type of project to be 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 at hand. For each project, the following information should be provided:

- a. Project name
- b. Project location
- c. Dates during which services were performed
- d. Physical description (e.g., project cost, square footage, number of stories, site area)
- e. Brief description of project
- f. Services performed
- g. Statement of performance versus owner expectations in the areas of cost, quality, and schedule
- h. Owner reference including current phone number and e-mail address.
- i. Designer reference including current phone number and e-mail address.

**3.4.17 Safety Information**

Provide a letter on the letterhead of the building firm's insurance company stating the Workers Compensation Experience Modification Rate (EMR) for the past three years. This letter may be placed in the appendix and not count toward the page limit.

**3.4.18 South Carolina General Construction Manager License and General Contractor (BD5) license**

Submit a copy of each license by placing them in the appendix (does not count toward page limit).

**3.4.19 Statement of why the Proposing Firm Should Be Selected**

This section provides each firm 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.

#### 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)(1) By submitting an Offer, Offeror certifies, to the best of its knowledge and belief, that-

(i) Offeror and/or any of its Principals-

(A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency;

(B) Have not, within a three-year period preceding this bid, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of bids; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) Offeror has not, within a three-year period preceding this bid, had one or more contracts terminated for default by any public (Federal, state, or local) entity.

(2) "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).

(b) 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.

(c) If Offeror is unable to certify the representations stated in paragraphs (a)(1), 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 nonresponsible.

(d) 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.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly or in bad faith rendered an erroneous certification, in addition to other remedies available to the State, the Procurement Officer may terminate the contract resulting from this solicitation for default.

**4.4 ETHICS CERTIFICATE:** By submitting a offer, the offeror certifies that the offeror has and will comply with, and has not, and will not, induce a person to violate Title 8, Chapter 13 of the South Carolina Code of Laws, as amended (ethics act). The following statutes require special attention: Section 8-13-700, regarding use of official position for financial gain; Section 8-13-705, regarding gifts to influence action of public official; Section 8-13-720, regarding offering money for advice or assistance of public official; Sections 8-13-755 and 8-13-760, regarding restrictions on employment by former public official; Section 8-13-775, prohibiting public official with economic interests from acting on contracts; Section 8-13-790, regarding recovery of kickbacks; Section 8-13-1150, regarding statements to be filed by consultants; and Section 8-13-1342, regarding restrictions on contributions by contractor to candidate who participated in awarding of contract. The state may rescind any contract and recover all amounts expended as a result of any action taken in violation of this provision. If contractor participates, directly or indirectly, in the evaluation or award of public contracts, including without limitation, change orders or task orders regarding a public contract, contractor shall, if required by law to file such a statement, provide the statement required by



Section 8-13-1150 to the procurement officer at the same time the law requires the statement to be filed.

**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 Procurement Officer. This restriction may be lifted by express written permission from the Procurement Officer. This restriction expires once a contract has been formed. (b) Unless otherwise approved in writing by the Procurement Officer, **offeror agrees not to give anything to the Owner, any affiliated organizations, or the employees, agents or officials of either, prior to award.** (c) Offeror acknowledges that the policy of the State is that a governmental body should not accept or solicit a gift, directly or indirectly, from a donor if the governmental body has reason to believe the donor has or is seeking to obtain contractual or other business or financial relationships with the governmental body. Regulation 19-445.2165(C) broadly defines the term donor.

**4.6 NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING (IMPORTANT TAX NOTICE - NONRESIDENTS ONLY):** Withholding Requirements for Payments to Nonresidents: Section 12-8-550 of the South Carolina Code of Laws requires persons hiring or contracting with a nonresident conducting a business or performing personal services of a temporary nature within South Carolina to withhold 2% of each payment made to the nonresident. 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.

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](http://www.sctax.org).

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.

PLEASE SEE THE "NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING" FORM (FORM NUMBER I-312) LOCATED AT:

<http://www.sctax.org/Forms+and+Instructions/withholding/default.htm>

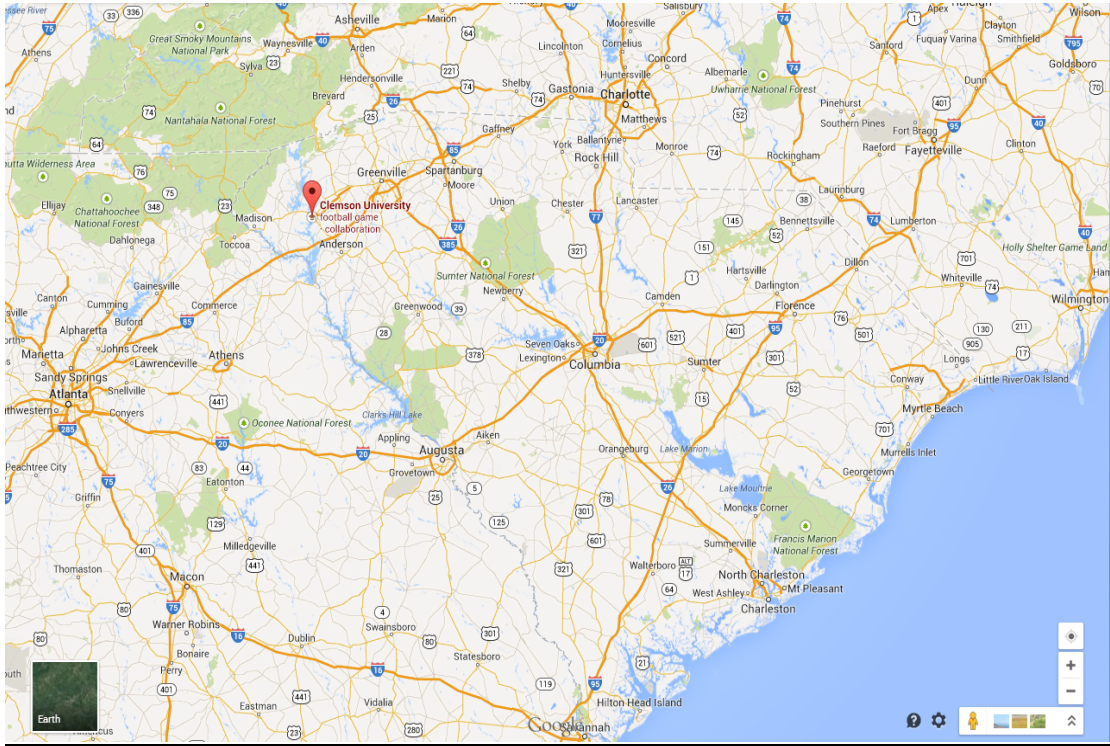
**4.7 SUBMITTING CONFIDENTIAL INFORMATION:** For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that Offeror contends contains information that is exempt from public disclosure because it is either (a) a trade secret as defined in Section 30-4-40(a)(1), or (b) privileged & confidential, as that phrase is used in Section 11-35-410. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the words "TRADE SECRET" every page, or portion thereof, that Offeror contends contains a trade secret as that term is defined by Section 39-8-20 of the Trade Secrets Act. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "PROTECTED" every page, or portion thereof, that Offeror contends is protected by Section 11-35-1810. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. Do not mark your entire bid as confidential, trade secret, or protected! If your bid, or any part thereof, is improperly marked as confidential or trade secret or protected, the State may, in its sole discretion, determine it nonresponsive. If only portions of a page are subject to some

protection, do not mark the entire page. 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, & (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. In determining whether to release documents, the State will detrimentally rely on Offeror's marking of documents, as required by these bidding instructions, as being either "Confidential" or "Trade Secret" or "PROTECTED". 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".

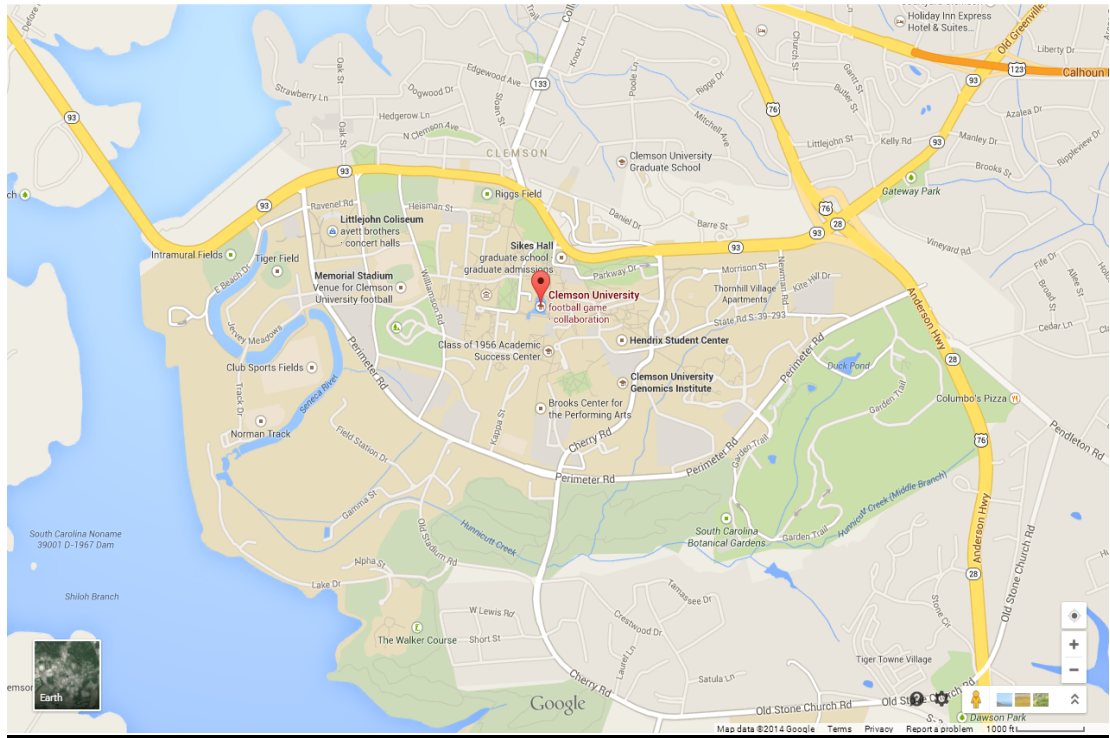
- 4.8 SOLICITATION INFORMATION FROM SOURCES OTHER THAN OFFICIAL SOURCE:** South Carolina Business Opportunities (SCBO) is the official state government publication for State of South Carolina solicitations. Any information on State agency solicitations obtained from any other source is unofficial and any reliance placed on such information is at the offeror's sole risk and is without recourse under the South Carolina Consolidated Procurement Code.
- 4.9 TAX CREDIT FOR SUBCONTRACTING WITH MINORITY FIRMS:** Pursuant to Section 12-6-3350, taxpayers, who utilize certified minority subcontractors, may take a tax credit equal to 4% of the payments they make to said subcontractors. The payments claimed must be based on work performed directly for a South Carolina state contract. The credit is limited to a maximum of fifty thousand dollars annually. The taxpayer is eligible to claim the credit for 10 consecutive taxable years beginning with the taxable year in which the first payment is made to the subcontractor that qualifies for the credit. After the above ten consecutive taxable years, the taxpayer is no longer eligible for the credit. The credit may be claimed on Form TC-2, "Minority Business Credit." A copy of the subcontractor's certificate from the Governor's Office of Small and Minority Business (OSMBA) is to be attached to the contractor's income tax return. Taxpayers must maintain evidence of work performed for a State contract by the minority subcontractor. Questions regarding the tax credit and how to file are to be referred to: SC Department of Revenue, Research and Review, Phone: (803) 898-5786, Fax: (803) 898-5888. The subcontractor must be certified as to the criteria of a "Minority Firm" by the Governor's Office of Small and Minority Business Assistance (OSMBA). Certificates are issued to subcontractors upon successful completion of the certification process. Questions regarding subcontractor certification are to be referred to: Governor's Office of Small and Minority Business Assistance, Phone: (803) 734-0657, Fax: (803) 734-2498. Reference: SC §11-35-5010 – Definition for Minority Subcontractor & SC §11-35-5230 (B) – Regulations for Negotiating with State Minority Firms.
- 4.10 CLARIFICATION (NOV 2007):** Pursuant to Section 11-35-1520(8), the Procurement Officer may elect to communicate with you after opening for the purpose of clarifying either your offer or the requirements of the solicitation. Such communications may be conducted only with offerors who have submitted an offer which obviously conforms in all material aspects to the solicitation. Clarification of an offer must be documented in writing and included with the offer. Clarifications may not be used to revise an offer or the solicitation. [Section 11-35-1520(8); R.19-445.2080]

- 4.11 DISCUSSIONS & NEGOTIATIONS (NOV 2007):** Submit your best terms from a cost or price and from a technical standpoint. Your proposal may be evaluated and your offer accepted without any discussions, negotiations, or prior notice. Ordinarily, nonresponsive proposals will be rejected outright. Nevertheless, the State may elect to conduct discussions, including the possibility of limited proposal revisions, but only for those proposals reasonably susceptible of being selected for award. If improper revisions are submitted, the State may elect to consider only your unrevised initial proposal. [11-35-1530(6); R.19-445.2095(l)] The State may also elect to conduct negotiations, beginning with the highest ranked offeror, or seek best and final offers, as provided in Section 11-35-1530(8). If negotiations are conducted, the State may elect to disregard the negotiations and accept your original proposal. In accordance with SC Law Section 11-35-3245, no member of the design team selected for this project will be allowed to perform work as a contractor or subcontractor on this project.
- 4.12 IRAN DIVESTMENT ACT - CERTIFICATION (JAN 2015):** (a) The Iran Divestment Act List is a list published by the Board pursuant to Section 11-57-310 that identifies persons engaged in investment activities in Iran. Currently, the list is available at the following URL: <http://procurement.sc.gov/PS/PS-iran-divestment.phtm>(.) Section 11-57-310 requires the government to provide a person ninety days written notice before he is included on the list. The following representation, which is required by Section 11-57-330(A), is a material inducement for the State to award a contract to you. (b) By signing your Offer, you certify that, as of the date you sign, you are not on the then-current version of the Iran Divestment Act List. (c) You must notify the Procurement Officer immediately if, at any time before posting of a final statement of award, you are added to the Iran Divestment Act List.
- 4.13** In accordance with SC Law Section 11-35-3245, 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 RFQ—REQUEST FOR QUALIFICATIONS]



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



Map of Clemson University



Site Photos