



REQUEST FOR PROPOSAL

Lancaster County Procurement
1228 Colonial Commons Ct, St 102
Lancaster, SC 29720

Lancaster County Detention Center CMAR RFP

Set forth the term "Offer" shall also mean "Bid" or "Proposal" or "Qualifications". All sealed Offers from responding participants are subject to all conditions and provisions herein. Offers shall only be submitted through the Lancaster County Procurement webpage. All submitted Offers shall be publicly acknowledged by the Procurement Director or an approved designee.

LANCASTER COUNTY, SC

A handwritten signature in black ink that reads "Cathy McDaniel".

Cathy McDaniel
Director, Procurement

Solicitation No: **400220414**
Date Issued: March 21, 2022
By: Cathy McDaniel
Phone: 803-416-9963
E-Mail: cdmcdaniel@lancastersc.net
Announcements: Bid documents and notifications for this solicitation, including addenda and award, can be located on the County website at [Open Solicitations/Vendor Registration](#).

INQUIRIES DUE: Tuesday April 5 12:00 AM
SUBMIT OFFER: Tuesday April 14 2:00 PM

ALL SOLICITATIONS REQUIRE SUBMITTAL ONLINE AND ALL OPENINGS AND EVALUATIONS WILL TAKE PLACE THROUGH ONLINE MEETINGS VIA ZOOM. WE WILL CONTINUE TO POST ALL BID TABS AND AWARDS ON OUR WEBSITE.

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1. OVERVIEW.

1.1. INTENT

The County of Lancaster, South Carolina ("County") is requesting sealed Offers from qualified firms ("Vendor") for **Lancaster County Detention Center CMAR Contract**; Solicitation No. **400210316**. Offers shall be received by Lancaster County Procurement until the date and time listed on the cover page of this solicitation in accordance with the specifications in "Section 4. Offer Submittal". All Offers to this solicitation shall be publicly announced by reading thereafter. Responses to this solicitation will be used to determine which Vendor is capable of performing this solicitation's scope of work in a manner determined that best meets the needs of the County for this individual solicitation.

Each Offer must meet all terms, conditions, and specifications of this solicitation in order to obtain contract award. By virtue of submission, Vendor acknowledges agreement and acceptance of all provisions except as those expressly consented in this solicitation. Non-substantial deviations may be considered, provided Vendor submits a full explanation and justification of proposed deviations. Whether any such proposed deviation is deemed non-substantial will be determined by the County in its sole discretion.

1.2. AWARD OF CONTRACT

All submitted Offers are to be opened on the designated date and time listed on the front page. All Offers will be publicly acknowledged, recorded, and thereafter evaluated for appropriate levels of responsiveness and responsibility. The contract shall be awarded to the lowest responsible bidder whose bid meets the requirements and criteria set forth in the request for bids. For requests for proposals and requests for statement of qualifications, cost proposal may or may not be a factor in selection, based on the selection criteria. Lancaster County shall make award determination to the Offer deemed most advantageous to the County. Upon determination of a winning Offer, a Notice of Award shall be issued and the successful Offer will be publicly posted on the County website and the successful Vendor will receive a contract.

1.3. RIGHT TO DECLINE

Lancaster County reserves the right to reject any or all Offers, to cancel a solicitation, to negotiate specific terms, conditions, and/or provisions on any contract that may arise from this solicitation or, to waive any informalities or irregularities therein as in the best interest of Lancaster County. No contractual obligation or liability on the part of the County shall exist unless and until a final contract is executed.

Ambiguous bids, which are uncertain as to terms, delivery quantity or compliance with specifications may be rejected or disregarded if such action is in the best interest of the county.

1.4 COMPETITION

This solicitation is intended to promote competition. If any language, specifications, terms and conditions, or any combination thereof restricts or limits the requirements in this solicitation to a single source, it shall be the responsibility of the interested vendor to notify the Procurement Department in writing within ten (10) days prior to the opening date. The solicitation may or may not be changed but a review of such notification will be made.

1.5 PRICING

When price is a determining factor, unit prices will govern over extended prices unless otherwise stated in this solicitation.

2.0 GENERAL CONDITIONS AND PROVISIONS.

2.1 CERTIFICATE(S) OF INSURANCE

Once awarded, the successful Vendor(s) may be required to provide valid proof of insurance within ten (10) days from Notice of Award and prior to commencing any work, including the following: Worker's Compensation, General Liability and Auto Liability.

2.2 IRS FORM W-9 AND MBE/WBE AFFIDAVIT

If selected for award, the successful Vendor(s) will be required to submit a completed IRS Form W-9, or to resubmit IRS Form W-9 if form on file is not current with the County. If applicable, a Lancaster County MBE/WBE Affidavit should be completed (see Section 5.0, Forms).

2.3 PRIME CONTRACTOR RESPONSIBILITIES

The successful Vendor(s) will be required to assume sole responsibility for the complete efforts as they pertain to this solicitation. The County will consider the Respondent to be the sole point of contact concerning all contractual matters as they pertain to this solicitation.

2.4 SUBCONTRACTING

If any part of the scope of work for this solicitation is to be subcontracted, the prime contractor shall identify the subcontracting organization and any contractual agreements made with the same. All subcontractors must be approved, in writing, by the County. The County reserves the right to reject any or all subcontractors and to require substitution of a qualified replacement to participate in the scope of work as specified herein.

2.5 HOLD HARMLESS AGREEMENT

The selected Vendor shall hold County harmless for any loss, damage, claims arising from, or related to the performance of the awarded contract. The selected Vendor(s) must exercise all reasonable and customary precautions to prevent any harm or loss to all persons and property related to awarded contract. The selected Vendor(s) agree to indemnify and hold the County and County employees harmless from all claims, demands, causes of action or suits of whatever nature arising out of the goods, services, labor, or materials furnished by contractors or subcontractors alike under the provisions of the solicitation documents.

2.6 NON-COLLUSIVE AGREEMENT

By submitting an Offer, any Vendor(s) or any authorized agent(s) of any Vendor(s), certifies under penalty of perjury that, to their best knowledge and belief, the validity of statements within their submission have been arrived at independently without collusion, consultation, communication, or pre-arranged agreement for the purposes of restricting solicitation competition. Further, no attempt has been made nor will be made by any Vendor(s) to induce any other Vendor(s) to submit or not submit Offers based on the purpose of restricting solicitation competition.

2.7 NON-DISCRIMINATION

For the duration of the eventual contract, the successful Vendor(s) shall not discriminate against any employee or program applicant because of age, race, creed, color, nationality, ancestry, marital status, sexual orientation, gender identity or expression, disability, or sex. In addition, accordant to equal employment opportunities, the successful bidder shall also consider all qualified applicants for employment without regard to age, race, creed, color, nationality, ancestry, marital status, sexual orientation, gender identity or expression, disability, or sex. Such equal employment opportunities include, but are not limited to employment, promotion, demotion, transfer, recruitment, layoff, termination, rate of pay, selection for training, or apprenticeship.

2.8 DRUG FREE WORKPLACE

During the performance of the scope of work covered within this solicitation, the successful Vendor(s) agrees to provide a drug-free workplace for employees. Vendors will post in conspicuous places (available to employees and applicants alike) a statement notifying the unlawful nature of the manufacture, sale, distribution, dispensation, possession, or use of any controlled substances as prohibited in the workplace, and to specify the actions to be taken against employees for the violations of such prohibited actions.

2.9 LAWFUL COMPLIANCE

The successful Vendor(s) shall comply with all laws relating to practice as they pertain to the state of South Carolina as well as federal regulations. Upon award of contract under this solicitation, any Vendor(s) to whom award is made must be authorized and/or licensed to do business within the state of South Carolina.

2.10 DELAY

The Vendor(s) responsible for contractual services shall not be liable for any excess cost(s) if the failure to perform the contract arises out of any cause beyond control and without fault or negligence of the responsible party. Such causes may include, but are not limited to, acts of God or public enemy, acts of Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, or embargoes; but in every case, the failure to perform must be beyond the control and without fault of the Vendor(s) responsible for any aforementioned contractual services. Written notice must be made to Lancaster County immediately upon any unforeseen delay, whether excusable or not. Notice must include reason for delay and additional time and/or compensation requested.

In the case of default by the contractor, the County reserves the right to purchase any or all items in default in the open market, charging the contractor with any excessive costs. Should such charge be assessed, no subsequent bids of the defaulting contractor will be considered until the assessed charge has been satisfied.

2.11 OWNERSHIP OF MATERIAL

Ownership of all data, material, and documentation originated and prepared for the County pursuant to this solicitation shall belong exclusively to Lancaster County.

2.12 LOCAL VENDOR

The lowest local responsible and responsive Vendor who is within three (3) percent, with a cap of six thousand dollars (\$6,000.00), of the lowest non-local responsible and responsive Vendor, may match the Offer submitted by the non-local responsible and responsive Vendor and thereby be awarded the contract. The local preference as set forth in this section shall only be applied to responses to solicitations of written quotes and invitations to bid in excess of ten thousand dollars (\$10,000.00). The local preference, as set forth in this section, shall only be given to local responsible and responsive Vendors who have a physical business address located and operating within Lancaster County for a minimum of six (6) months prior to the solicitation of quotes and/or Offer. Vendor shall also have met all other requirements of the solicitations, including, without limitation, payment of all duly assessed state and local taxes. If state or federal guidelines prohibit or otherwise limit local preference, then the County shall not use local preference in awarding the contract. If there are multiple responsible and responsive Vendors who meet the local preference guidelines as set forth in the section, the County shall use standard procurement practice and procedure as set forth in the article to determine the priority of selection. The local preference as set forth in this section does not waive or otherwise abrogate the County's unqualified right to reject any and all bids or proposals or accept such Offers, as appears in the County's best interest.

2.13 TERMINATION

The Contract for this solicitation must be valid from date of signature or initial Purchase Order issuance and must remain valid until all services are rendered complete. Breach or non-performance of any Contract term will constitute cause upon which the County may immediately terminate the contract by written notice. Termination states that shall a dispute arise, and if, after good faith effort at resolution the dispute is not resolved, either party may terminate the contract by providing thirty (30) days written notice to the other party. Termination may include:

- Convenience: In the event that this contract is terminated upon request, and for the convenience of the County without the required thirty (30) days advance written notice, then the County must negotiate reasonable termination costs, if applicable.
- Cause: Termination by the County for cause, default, or negligence on the part of the Vendor(s) responsible for the scope of work must be excluded from the foregoing provisions, and termination costs, if any, must not apply. The thirty (30) days advance written notice requirement is waived and the default provisions listed herein must apply.
- Default: In the case of default by the Vendor(s) responsible for the scope of work, the County reserves the right to purchase/lease all items/services in default in the open market, charging default Vendor(s) with any excessive costs.

No contract or agreement resulting from this solicitation shall be subject to any terms involving auto-renewal.

2.14 CHOICE OF LAW

All agreements shall be governed by and construed in accordance with Laws of the State of South Carolina and parties irrevocably submit to the nonexclusive jurisdiction of the courts of, or the federal courts in, South Carolina.

2.15 SOUTH CAROLINA FREEDOM OF INFORMATION ACT

All submissions of responding Vendors are subject to the South Carolina Freedom of Information Act, S.C. Code Annotated Sections, 3-4-10, et seq. Any commercial or financial information that is deemed as privileged and confidential must be visibly and clearly marked as "CONFIDENTIAL" by Vendor and must be applied to each specific part of an Offer deemed as such. Failure to do so may result in disclosure of submitted information as a determinant to uphold compliance to Federal and State information laws as they pertain to the access of public procurement information. The county reserves the right to determine whether this information should be exempt from disclosure and no legal action may be brought against the county or its agents for its determination in this regard.

2.16 NO CONTACT

Vendors are prohibited from contacting any appointed official, elected official, consultant, or employee of Lancaster County, directly or indirectly, concerning any active or future solicitations. Any communication concerning solicitations are to be through the Procurement Office. Any vendor found in violation of this clause shall be suspended or debarred from participating in this or future Lancaster County solicitations.

2.17 CONTRACT ADMINISTRATION AND ASSIGNMENT

Questions or problems arising after award of this contract shall be directed to the Procurement Director, located at 1228 Colonial Commons Ct, Suite 102, Lancaster, SC 29720, or by calling (803) 416-9963. The County Administrator or authorized designee must approve all change orders in writing. No contract or its provisions may be assigned, sublet, or transferred without the written consent of the County. Lancaster County shall not be bound to any change in the original contract unless approved by the County Administrator or authorized designee.

2.18 IMMIGRATION REFORM AND CONTROL

By submitting an Offer, any Vendor or any authorized agent of any Vendor, is expected to comply with the Immigration and Reform Control Act of 1986 (IRCA). This act, with certain limitations, requires the verification of the employment status of all individuals who were hired on or after November 6, 1986 by the Vendor, as well as any subcontractors. The usual method of verification for this information would be through the Employment Verification (I-9) Form. With any submitted Offer, Vendor hereby certifies without exception that they have complied with all federal and state laws relating to immigration and reform and will continue to comply throughout the duration of any awarded contract(s). Any misrepresentation in this regard or any employment of persons not authorized to work in the United States constitutes a material breach and, in Lancaster County’s discretion, may subject any contract to termination and applicable damages. At the County’s request, Vendor may be requested to produce any documentation or other such evidence to verify the Vendor’s compliance with any provision, duty, certification, or like while under contract.

2.19. PROHIBITION OF GRATUITIES

Section 8-13-705 of the Code of Laws of South Carolina states: offering, giving, soliciting, or receiving anything of value to influence action of public employee, member or official, or to influence testimony of witness; exceptions; penalty for violation; shall be subject to punishment provided by section 16-9-210 and section 16-9-220.

2.20 WAIVER

The County reserves the right to waive any instruction to bidders, general or special provisions, general or special conditions or specifications deviation if deemed in the best interest of the county.

2.21 PUBLICITY RELEASES

Contractor agrees not to refer to award of this contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred.

2.22 CONTRACT RENEWAL

No contract shall auto renew or be extended without written consent from the County at least 60 days prior to contract expiration. All communication regarding contract renewal shall be directed to the Procurement Department.

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3.0 Scope and Specifications

3.1 Scope of Work and Services

Through this Request for Proposals (RFP), notice is hereby given that the County of Lancaster, South Carolina, is seeking a construction firm to provide CMAR Services for the New Lancaster County Detention Center and Magistrate Court Complex Project (LCDC).

Lancaster County's existing jail facility was constructed in 1978 and became operational in 1980. The facility is regularly overcrowded creating a potentially hazardous environment for inmates and officers. The jail "core" spaces such as intake, property storage, kitchen, etc. are not sized for additional capacity as the County grows. A study has been performed to evaluate the current and future detention needs of the County. Upon evaluation of the study, the County has determined it is in the County's best interest to construct a new Detention Center which would include a 315-bed jail with a 400 bed "core" to replace the existing facility. As a part of this project Lancaster County will construct an adjoining 16,000 square foot Magistrates Court facility containing Courtrooms and Offices.

The County has contracted with Perception Builders to provide Program Management services for the project. The County has contracted with Little Architectural Firm to provide full design services for the new facility. Lancaster County Council has approved the use of the Construction Manager at Risk (CMAR) project delivery method. CMAR firms be selected based on demonstrated competence and qualification for the type of professional services.

The CMAR will be an integral member of the Project Team which consists of representatives from the County, the Program Manager, project Architect/Engineer (Project Design Team), and other consultants and stakeholders as determined by the County (collectively referred to as the Project Team). Generally, it will be the responsibility of the CMAR to provide reliable estimating services, subcontracting the work to trade subcontractors, and coordination of the timely construction and commissioning of the facility. The CMAR will be responsible for effecting construction of the project within the Guaranteed Maximum Price (GMP), within the project schedule, and in accordance with the quality requirements set forth in the construction documents provided by the Project Design Team.

The CMAR contract shall include four phases including: Pre-Construction, Bidding, Construction, and Commissioning / Closeout. The approximate construction budget of this project is \$30,000,000.

The basis of the contract between the County and the selected CMAR will be AIA Document A133-2019 Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price and documents relative to it (ex. AIA A133-2019 Exhibit A and B) and AIA A201- General Conditions of the Contract.

3.1.1 Summary of CMAR Scope and Services

1. Project Review
 - a. The CMAR shall serve as an integral part of the Project Team and shall meet with the Project Team to fully understand the design program, the design documents, the project scope and all other pertinent aspects of the Project.

2. Consultation Services
 - a. The CMAR shall attend regularly scheduled meetings with the Project Team to advise them on matters relating to site use, improvements, selection of materials, building methods, design details, building systems and equipment, phasing, logistics and sequencing and overall construction feasibility.

3. Value Analysis
 - a. The CMAR shall provide value analysis services and offer cost savings suggestions and best value recommendations to the Project Team at sequences of design completion appropriate to the level of completeness of the design documents. All recommendations shall be in writing, and detail relevant budget and schedule impacts, and must be fully reviewed with the Project Team prior to implementation.
 - b. Value analysis feedback will be considered by the Project Team to incorporate into the design of facility with the intent of having the most effective first cost and long-term operational costs relative to issues of energy use and facility maintainability. Value analysis studies shall include life cycle cost analysis as may be required to assist the Project Team to achieve an appropriate balance between costs, aesthetics, and function.
 - c. Value analysis efforts shall also take into consideration applicable constructability issues including but not limited to an analysis of site, budget, schedule, and quality risks.
 - d. The CMAR shall promptly notify the Project Team in writing upon observing any features in the design that appear to be incomplete, out of sequence, ambiguous, confusing, conflicting or non-standard to industry practices.
 - e. All value analysis studies must be provided on a timely basis within the schedule and shall be supported by validated facts, research, and actual cost data.
 - f. Value analysis studies shall be continuous as the design is being developed.
 - g. The CMAR shall conduct a major value analysis study at Schematic Design, 100% Design Development (utilizing the 100% Design Development documents), 90% Construction Documents. Each value analysis study should yield a full project estimate. Design Development and Construction Document estimates should include a comparative estimate to previous value analysis studies with variance descriptions.

4. Schedule
 - a. The CMAR shall utilize standard industry scheduling software such as Primavera P6 to prepare, provide, and maintain appropriately detailed CPM schedules during pre-construction and construction phases of work. Design timelines will be provided to the CMAR for inclusion in the overall project schedule.
 - b. The scheduling software shall be capable of producing and coordinating logic developed network diagrams, and tabular reports accurately depicting the critical path and milestone activities.
 - c. The CMAR shall submit the schedule electronically, both in pdf and native-format, and provide regular updates as required to keep the Project team apprised of the status of construction, but at a minimum, monthly basis. The submitted schedule shall be a complete schedule update, showing all relationships and the project's critical path(s) up through and including a realistically attainable substantial completion date. Column information displayed shall include total float and the submittal shall include a printout of a comparison report of the latest schedule compared against the previously submitted project schedule.

5. Logistics and Phasing Plan (site specific)
 - a. CM will develop graphic Logistics and Phasing Plans to help analyze the project site, define the flow of labor and materials into the site and reduce offsite traffic impacts. The logistics plan will show locations of all temporary construction facilities, including hoists, offices, crane positioning, safety equipment, staging areas, etc. The logistics plan will also reference surrounding roads, parking, offices, and activities that may be affected. The logistic plan will attempt to maintain a smooth flow of material and labor around the job site and maintain an efficient project schedule.
 - b. Provide project phasing plans as may be available for early start of early construction phases.

6. Quality Control / Quality Assurance (QA/QC) and Constructability
 - a. The CMAR QA / QC program should include feedback to the Project Design Team during the design development process (Constructability review).

7. Construction Cost Model / Estimates
 - a. The CMAR shall develop a project budget / cost model for the project. The project budget / cost model shall be updated as design progresses.
 - b. Milestone estimates are required at appropriate phases in the project (typically programmatic, schematic design, design development, and 90% construction documents).
 - c. The CMAR shall provide feedback on costs in efforts to deliver the project within the budget.
 - d. Provide recommendations to the Project Team at any point in which the CMAR anticipates the probable cost of construction to exceed the allotment set aside for project construction.
 - e. Provide recommendations on project contingencies at each milestone estimate commiserate with the status of the design.

PHASE II BIDDING SERVICES

1. Provide bid phase services including development of subcontractor bid packages to maximize the quantity of quality trade subcontractors to achieve project goals.
2. Develop and provide a detailed construction schedule and provide to subcontractors along with the bid packages.
3. Work with Lancaster County Procurement to solicit and pre-qualify trade subcontractors to ensure coverage of costs at a competitive price.
4. Conduct a Minority and Women Owned Business Enterprise (MWBE) and local subcontractor and vendor outreach program to encourage participation by disadvantaged and local businesses.
5. Review and evaluate of subcontractor proposals for accuracy, completeness of scope, and subcontractors' ability to perform the work.
6. Bidding may be possible in phases. Assemble Preliminary Guaranteed Maximum Price (PGMP) upon completion of each bidding phase. Provide a Guaranteed Maximum Price (GMP) upon completion of all project bidding. The PGMP and GMP shall include:
 - a. The Cost of the Work (the sum of the contract award amounts and / projected award amounts of the subcontractors that will be used for the work)
 - b. The CMAR's Fee
 - c. The CMAR's General Conditions
 - d. The CMAR's Contingency
 - e. Other Contingencies or Allowances as determined by the project team as necessary for

project success.

7. Reconcile schedule and cost with the project's pre-established budget and schedule.
8. Amendments to the contract will be issued as the project progresses from Pre-Construction to Construction to incorporate the PGMP and / or GMP into the CMAR contract.

PHASE III CONSTRUCTION SERVICES

1. Promptly after the Owner's acceptance of the PGMP or GMP proposal and issuance of a Notice to Proceed on the Project, the CMAR shall prepare a schedule for the Work and submittal schedule in accordance with the General Conditions of the contract, including the Owner's occupancy requirements. The CMAR shall provide schedule updates on a regular basis with the standard being monthly intervals.
2. The CMAR shall maintain sufficient on-site staff to coordinate and manage the work to a successful completion.
3. The CMAR shall manage the construction costs as well as any allowances or contingencies included in the PGMP or GMP. As changes in the work arise, the CMAR shall provide monthly updates of status of such events to the Program Manager. Cost or change events shall be categorized as necessary to manage the budget.
4. The CMAR shall provide Request for Information (RFI) logs to the Program Manager as requested. The RFI log shall show the date of RFI submission as well as monthly written reports to the Project Team on the progress of the entire Work.
5. The CMAR shall maintain a detailed construction project management (CPM) schedule including delivery, approvals, inspection, testing, construction, and occupancy.
6. Conduct and distribute minutes of job meetings.
7. Prepare and submit change order documentation for approval by the Project Team. Segregate costs into the appropriate allowance item within the overall budget.
8. Maintain a submittal process system for tracking the review and approval of shop drawings, samples, and product data.
9. Maintain quality control and ensure conformity to plans. Manage the inspections progress for all authorities having jurisdiction (AHJ) over the project. Develop and maintain a log of required inspections and the dates achieved and reflect same in the project schedule.
10. Develop a system and provide cost control through progress payment review and verifications according to the approved schedule and contract amounts.
11. Develop and maintain as-built drawings for the duration of the Project. Update plans with RFI's as appropriate to ensure that the construction subcontractors are working from the latest information.
12. The Construction Manager shall maintain a daily log containing a record of weather, Subcontractors working on the site, number of workers, Work accomplished, problems encountered, and other similar relevant data as the Owner may reasonably require. The log shall

be web based and available to the Project Team.

PHASE IV COMMISSIONING/CLOSEOUT SERVICES

1. Manage FFE Deliveries and installation.
2. Submit record drawings for approval of the Design Team and Lancaster County.
3. Assist in Transition to Occupancy.
4. Receive, Record, and address all warranty issues.
5. Resolve all Lien Waivers
6. Commence coordination of late phase construction activities including the assembly of guarantees, manuals, closeout documents, training, and AHJ approvals.
7. Develop and monitor the resolution of "punch-list" items including an 11 month walk thru.
8. Coordinate Systems Commissioning activities.

3.2 Bidders Responsibility

Each bidder shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of work under the conditions of this bid. It is expected that this will sometimes require on-site observation. The failure or omission of a bidder to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this bid or to the contract.

4. Offer Submittal Instructions

4.1. Submittal Instructions.

- Please submit **one (1) completed and signed** Offer.
- Offers shall be delivered online, prior to deadline, and ONLY to Lancaster County Procurement Online Bid Portal located on the [Open Solicitations](#) page of the Lancaster County website.
- All Offers should be complete and carefully worded and must convey ALL information requested by the County. If errors are found in the Vendor's Offer, or if the Offer fails to conform to the requirements of this solicitation, Lancaster County will be the sole judge as to whether that variance is significant enough to reject the Offer.
- Offer should be prepared simply and economically; there is a forty-page (40) count limit for this solicitation. The cover page, table of contents, and all required documents do not count against the page count. All data, materials and documentation shall be available in a clear, concise format.
- Late or improperly formatted submissions will not be considered.
- Only one (1) Offer may be submitted by each Vendor.
- Offer must be made in the official name of the individual, firm, or corporation under which the business is conducted (showing official business address).
- The County accepts no responsibility for any expense incurred by Vendors to this solicitation.
- Any vendors wishing to participate in the online opening must contact the Procurement Director by email at least 48 (forty-eight) hours prior to time and date posted for this opening. An online invitation will be sent out to anyone who would like to participate.

4.2. Inquiries.

The Procurement Code regulates all pre-contract communications with vendors and Procurement personnel must manage and/or witness. All questions regarding this solicitation shall be addressed ONLY to Lancaster County Procurement via the designated email listed on the front page of this solicitation. The deadline for inquiries will be the date and time listed on the front page of this solicitation. All responses will be publicly available following the inquiry period via the solicitation listing on the Lancaster County website as an addendum. The County reserves the right to decline to respond to any questions if, in the County's assessment, the information cannot be obtained and shared with all Vendors in a timely manner.

4.3. Proposal Information

Please provide the following information along with Offer:

The Submittal should be divided into individual sections as listed below. Firms are urged to include only information that is relevant to this specific Submittal in efforts to provide a straightforward, concise delineation of capabilities to satisfy the requirements of the RFP and emphasize the firm's demonstrated capability to provide services of this type.

All requirements and questions should be addressed, and all requested data should be supplied. The County reserves the right to request additional information which, in its opinion, is necessary to ensure that the firm's competence, number of qualified employees, business organization and financial resources are adequate to perform according to contract.

By submission of a Proposal, the firm acknowledges that representatives of the County have the right to make any inquiry or investigation they deem appropriate to substantiate or supplement information contained in the Proposal and if requested the firm must authorize in writing the release to the County of all information sought in such inquiry or investigation.

1. COVER LETTER

The RFP Response shall contain a cover letter, signed by a principal in the firm, indicating his or her title and that he or she has authority to submit the Response on behalf of the firm. The cover letter should contain the following statement:

“The undersigned has the authority to submit this RFP Response on behalf of name of company to the County of Lancaster for Construction Manager at Risk services for the of the Lancaster County Detention Center and Magistrates Court Complex.”

2. QUALIFICATIONS OF THE FIRM

The Response shall provide a description of the professional and technical experience, background, qualifications, and professional licensing / certification of the firm. The firm should show that their company possesses demonstrated experience in all areas of the profession. **If this is a Joint Venture submittal, include information for both firms for this section (Section 2).** Include:

- a. Qualifications of the firm
- a. Brief history of the firm
- b. Organizational structure, (e.g., LLC, Corp., Partnership, etc.)
- c. State of incorporation Years in business
- d. If this is a joint venture / association submittal, provide a clear explanation of the role of all firms and the percentage of involvement for each.
- e. South Carolina General Contractor and Construction Manager license number. Include copy of current license in the Appendix.
- f. Provide the following information regarding the firm:
- g. Address of office that will be managing this project
- h. Range of services offered in the managing office
- i. Number of Project Managers and Superintendents in the managing office that have experience relevant to this project
- j. OSHA Experience Modification Number. (Current and previous 3 Years)
- k. Annual dollar workload listed for each of the last four (4) years and projection of 2022 inclusive of approximate number of projects per year:

Year	Number of Projects	Total Dollar Amount
2021		\$
2020		\$
2019		\$
2018		\$

- l. List the current projects in progress. Include: name, location, approximate square footage, current contract value and estimated date of completion.
- m. Demonstrate experience working with Lancaster County or other South Carolina or bordering state and / or local municipalities.
- n. Demonstrate at least 5 years of experience in Construction Manager-at-Risk.
- o. Provide the address of the office that the project staff assigned to this project will be based.
- p. Provide the following Organization Chart.
 - i. Project Team Organizational Chart that at a minimum identifies entire project staff

- ii. Resumes for key team members including preconstruction and estimating, onsite management staff and support services. Include (1) certifications/licenses, (2) education, (3) relevant experience, (4) staff member’s assigned office location, (5) aspects of pre-construction or construction the person will handle and (6) the percentage by which each person will divide their time between pre-construction and construction.
- q. Litigation/Claims. Answer all questions relating to the last five (5) years of the firm and its agents. If yes to any of the questions below, list the project(s) name, address, dollar value, contact information for owner and designer and provide a full explanation with relevant documentation.

	Yes	No
Has your company ever failed to complete work awarded to it?		
Has your company ever failed to substantially complete a project in a timely manner (i.e., more than 20% beyond the final contractually approved scheduled completion date)?		
Has your company filed any claims with a South Carolina public entity?		
Has your company been involved in any suits or arbitration?		
Are there currently any judgments, claims, arbitration proceedings or suits pending or outstanding against your company, its officers, owners, or agents?		
Has Submitter been named in any action, administrative proceeding, or arbitration in which it was alleged that the Submitter failed to comply with any state or federal statute requiring the prompt payment of subcontractors?		
Has your present company, its officers, owners, or agents ever been convicted of charges relating to conflicts of interest, bribery, fraud, misrepresentation or bid-rigging?		
Has your present company, its officers, owners, or agents ever been barred from bidding public work in South Carolina?		
Have your company been assessed Liquidated Damages?		
Has any contract for construction or CMAR services of Submitter’s been considered in default, suspended or terminated for convenience or cause?		
Has Submitter’s contract or any portion of the work connected to the contract been completed by the Owner or Submitter’s surety?		
Has Submitter been debarred or suspended for any reason by any federal, state or local government procurement agency or refrained from bidding on a public project due to an agreement with such procurement agency?		
Has Submitter been named in any action, administrative proceeding, or arbitration in which it was alleged that the Submitter failed to comply with any state or federal statute requiring the prompt payment of subcontractors?		
Has the Submitter or any predecessor or related entities, or any officers, shareholders/partners or key personnel of the Submitter ever been convicted of or pleaded guilty to any crime (a) related to the bid process for contracts on public or private projects or (b) involving fraud or misrepresentation?		

3. RELEVANT EXPERIENCE

Provide fact sheets on **JAIL** projects of similar scope, size and complexity. Preferably, these projects will have been completed in the last five (5) years. For each project, provide the following information:

- a. Description of the project, scope of work and location of project.
- b. Matrix of similar project cost estimates and associated GMP to facilitate comparison of preliminary estimates versus GMP.
- c. Comparison of the number of days in the final contractual schedule and the actual project substantial completion. Provide duration from substantial completion to final completion. Completion is considered inclusive of all closeout documentation and punch list items for the purposes of this response.
- d. Number of Phases, short elaboration on Phasing strategy and success, and/or strategy of logistics plan of work within occupied spaces, if applicable.
- e. Name, company and title of owner's representative, their telephone and e-mail address.
- f. Name, company and title of lead architect's representative, their telephone and e-mail address.
- g. Specific details on the extent to which pre-construction and construction phase services were provided.
- h. Indicate which members of the proposed team personnel managed this project.

4. KEY PERSONNEL

Identify the primary contact professional who would be assigned responsibility for this project and note their experience with construction manager at risk projects. Provide information on the key individuals identified in the Project Team Organizational Chart in accordance with the following:

- a. List of key personnel who will be assigned to the project. Attach sworn statement that the above persons will be exclusively assigned to this project for its duration.
- b. For each person listed above, list what aspects of pre-construction or construction the person will handle. For those persons who will divide their time between pre-construction and construction phases, indicate what percentage of their time will be devoted to each phase.
- c. For each person listed in response to the above, list his/her experience with firm, other prior and relevant experience with projects of similar size and scope in construction/design, and the person's location. Attach the resumes and references for each person listed.
- d. Attach project organizational chart indicating the placement of each of the persons listed in response to the above.
- e. Identify any sub-consultants submitted to be used on this project and their location. Clearly explain their role and the percentage of involvement.

5. METHODS AND PROCEDURES

The Submittal should provide a detailed methodology for accomplishing the Lancaster County Detention Center project. This approach shall include additional suggestions that are not specifically requested in this RFP but are considered necessary to ensure the highest degree of safety, constructability, value, and operation. Provide the following information based on your experience on similar projects over the last five years:

- a. Provide a brief, overall description of how the project will be organized and managed, and how the services will be performed in both Pre-Construction, Bidding, Construction, and Commissioning / Closeout Phases. Project planning that offers the same project manager for pre-construction and construction phases shall be given preference. Address the following elements in the description.
 - i. General approach to managing pre-construction and construction of a major public building.
 - ii. Approach to the Value Engineering Process

- iii. Approach and methods used to meet schedules
 - iv. Approach and methods used to complete projects within budget
 - v. Approach to planning, subcontractor scheduling, coordination, CMAR and subcontractor staffing plans
 - vi. Major issues/risks you anticipate impacting this project and mitigation plan.
 - vii. Approach to Logistics and phasing strategies
 - viii. Approach to Constructability Reviews/Issues
 - ix. Methods used to incorporate environmentally friendly and/or energy efficient features into construction of the project.
 - x. Construction Team approach to providing input on design relative to long term serviceability, maintenance, and/or energy efficient features
 - xi. Approach and methods used to reconcile Cost Model/Estimates between project phases as well as the overall project budget.
 - xii. Request for Information (RFI) tracking and reporting
 - xiii. Submittals tracking and reporting
 - xiv. Change Events tracking and reporting
 - xv. Daily Reporting tracking and reporting
 - xvi. Quality Control tracking and reporting
 - xvii. Safety Management tracking and reporting
 - xviii. Use of technology (such as project management software, markup tools, scheduling tools, and building information modeling (BIM)), to enhance project success and streamline processes
 - xix. Identify any unique business approaches your firm would like for the Project Team to consider for utilization on the project.
- b. Discuss your firm's approach to partnering, mentoring, and outreach. Provide a proposed conceptual plan to maximize local and Historically Underutilized Businesses (HUB). Attach a recent applicable HUB plan prepared by your firm and demonstrate past success where goals were met or exceeded.
 - c. Discuss how you envision the relationships working with your firm and the Project Team.
 - d. Identify other firms that you plan to subcontract or joint venture with, if any, for this contract and identify what they will be responsible for. If your submission assumes that the County will take certain actions or provide certain facilities, data, or information, state these assumptions explicitly.
 - e. Describe how responsibilities as a CM at Risk differ from responsibilities as a General Contractor.
 - f. Describe your team's commitment to the success of this project and why you believe your assembled team is the best choice for this project.

6. FINANCIAL CONDITION OF THE FIRM

- a. The County is seeking a CMAR who clearly possesses the financial resources necessary to undertake the requirements of the proposed contract. To demonstrate those resources, "short listed" firms will be required to submit the most recent two (2) years' financial statements.
- b. Must submit a statement from an A- or better Surety Company licensed to do business in South Carolina attesting to the firm's bonding capacity to provide adequate performance and payment bonds for this project. In the event you believe that this information is proprietary, submit a single copy of the document(s) containing this information in a separate, sealed envelope marked "Confidential" together with a stamped, self-addresses envelope. The County will return all confidential, proprietary information to you at the termination of the selection process.
- c. Must submit a current comprehensive Dun & Bradstreet financial report inclusive of Dun &

Bradstreet rating.

- d. The County may request that the Submitter provide an annual operating statement, income tax form, or other reasonably comprehensive evidence of financial condition.

7. COST PROPOSAL

Submit the cost proposal based on the project description in RFP Background section and cost allocation matrix attached to this RFP. Please submit clearly marked detailed cost proposal. Cost proposal must include all costs associated with the scope of work and specifications of this solicitation. All costs on the proposal must include shipping and taxes. No additional expenses above proposal quotes will be considered after award.

- a. Preconstruction Fee
- b. Fee as a percentage for Construction Management Services.
- c. Proposed General Conditions for Project.

Cost proposal shall be uploaded into the bid portal as a separate file.

4.4 Evaluation Criteria

Offers will be evaluated by a selection committee comprised of County officials and personnel with experience and knowledge of services of this scope and nature. Vendors past performance, experience, and qualifications submittal, in addition to the cost proposal, will be the basis of the evaluation criteria.

Offers will be evaluated based on the following criteria:

- 10%: Project Approach and Understanding of Project Objectives
- 20%: Proposed Staff Experience Working on Similar Projects
- 20%: Firms Demonstrated Experience with CMAR approach for JAIL projects of similar scale, budget, and scope
- 20%: Demonstrated Ability to Meet Project Schedules and Budgets
- 20%: Management, Team Organization and Skill Experience of Key Team Members
- 10%: References, Quality of Presentation Materials, Responsiveness

4.5 Presentations.

After initial review and ranking of Offers, the County may invite Vendors for oral and visual presentation of qualifications. These presentations shall be conducted at the County's sole discretion when it feels further evaluation of materials may be essential as part of the evaluation process.

4.6 Selection Process.

Following initial review of the Offers received, the County intends to evaluate responses based on the listed criteria for final award of this solicitation. After evaluations are complete, the successfully selected Vendor will then enter into formal negotiations on contract conditions and fees. If a reasonable agreement cannot be achieved with the highest evaluated Vendor of choice, negotiations shall proceed with next highest ranked Vendor(s) in succession until a mutually agreed contract is reached.

5.0 Vendor Information/Acknowledgement

THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR OFFER

PLEASE SUBMIT A SIGNED COPY OF THIS FORM WITH YOUR OFFER. BY SUBMITTING AN OFFER, YOU ARE AGREEING TO ALL CONDITIONS AND PROVISIONS OF THIS SOLICITATION AND YOU AGREE TO HOLD OFFER OPEN FOR A MINIMUM OF NINETY (90) CALENDAR DAYS AFTER OFFER'S OPENING DATE.

(Please print legibly or type in spaces below)

COMPANY NAME: _____

COMPANY ADDRESS: _____

CITY, STATE, ZIP: _____

PHONE NUMBER: _____ EMAIL: _____

TAXPAYER IDENTIFICATION #: _____

STATE OF INCORPORATION (If applicable): _____

PLEASE CHECK ALL THAT APPLY (As defined via MBE/WBE affidavit, see section 7.0):

- MINORITY OWNED (If checked, must submit MBE/WBE affidavit: Section 7.0)
 - WOMAN OWNED (If checked, must submit MBE/WBE affidavit: Section 7.0)
 - NOT MINORITY OR WOMAN OWNED
-

COMPANY OFFICER'S NAME (Please print): _____

AUTHORIZED SIGNATURE: _____ DATE SIGNED: _____

6.0 Addenda.

THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR OFFER

6.1 Acknowledgement of Addenda.

Notifications for this solicitation, including addenda, can be found via the Lancaster County Bid Portal.

Vendor hereby acknowledges all addenda, up through and including number _____.

INITIALS _____

7. Additional Forms (If Applicable)

COUNTY OF LANCASTER, SOUTH CAROLINA AFFIDAVIT OF CERTIFICATION:

Small and Disadvantaged Business Enterprises

Lancaster County requires vendors that claim SBE/MBE/WBE status to provide either proof of current SBE/MBE/WBE certification or to attest that they meet the qualifications for MBE/WBE certification. Vendors are to complete this form to attest that their company is certified as a MBE/WBE, and it meets the qualifications for SBE/MBE/WBE certification as defined by Lancaster County Procurement Code, Sec. 2-301:

LANCASTER COUNTY QUALIFICATIONS FOR SBE/MBE/WBE CERTIFICATION:

Certified classification – A Certified firm is a firm that has been accepted by Lancaster County as certified. The business or business owner must be able to show evidence of:

- (1) Existence as a "for profit" business;
- (2) Operations for at least one (1) year;
- (3) U.S. citizenship or legal resident alien status; and either:
 - a. Be determined as an eligible SBE/MBE/WBE in accordance with this subchapter, subject to the provisions of "small business enterprise (SBE), minority business enterprise (MBE)" and "woman-owned business enterprise (WBE)" as defined in this subsection; or
 - b. The business holds current registration of SBE/MBE/WBE status with a reciprocal agency deemed acceptable to the county.

Small business enterprise (SBE) classification is a business:

- (1) Which is at least fifty-one (51) percent owned by a US Citizen.
- (2) Qualifying individual(s) must unconditionally and directly own and control at least 51% of the business. Control means that both the long-term decision making and the day-to-day management of the business are controlled by qualifying individual(s).
- (3) The 51% ownership may not be through another business entity.
- (4) Which is a for-profit entity which performs a commercially useful function; and
- (5) Which is a certified firm through a State or Federal program.

Minority business enterprise (MBE) classification is a business:

- (1) Which is at least fifty-one (51) percent owned by one (1) or more minority individuals, or in the case of a publicly owned business, at least fifty-one (51) percent of all classes of the stock of which is owned by one (1) or more such minority individuals;
- (2) Whose management, policies, major decisions, and daily business operations are independently managed and controlled by one (1) or more minority individuals;
- (3) Which performs a commercially useful function; and
- (4) Which is a certified firm through a State or Federal program.

Minority individual is classified as a natural person of at least twenty-five (25) percent minimum (documentation may be required) in one (1) of the following groups:

- (1) African-Americans/Black;
- (2) Hispanic-Americans, which includes persons who are Mexican, Puerto Rican, Cuban, Caribbean, Dominican, Central or South American, regardless of race;
- (3) Native-Americans, which includes persons who are American-Indians, Eskimos, Aleuts, or Native-Hawaiians;
- (4) Asian-Americans, which includes persons who are individuals of Far East Asia, Southeast Asia, the islands of the Pacific, or the Indian subcontinent;
- (5) Arab-Americans.

Woman-owned business enterprise (WBE) classification is a business:

Which is at least fifty-one (51) percent owned by one (1) or more women, or in the case of a publicly owned business, at least fifty-one (51) percent of all classes of the stock of which is owned by one (1) or more such women;

- (1) Whose management, policies, major decisions, and daily business operations are independently managed and controlled by one (1) or more such women;
- (2) Which performs a commercially useful function; and
- (3) Which is a certified firm through a Federal or State program.

COMPANY INFO (Required):

Legal Name of Company: _____

Tax ID (EIN): _____

Company Address: _____

Company Phone Number: _____

Company Email Address: _____

Enterprise Status: (check all that apply): a. MBE _____ b. WBE _____ c. SBE _____

STATE OF SOUTH CAROLINA)

County of Lancaster)

I CERTIFY THAT I AM A MINORITY OR A WOMAN WHO IS AN OWNER OF THE ABOVE-REFERENCED FIRM CLAIMING STATUS AS A SMALL BUSINESS ENTERPRISE (SBE), MINORITY-OWNED BUSINESS ENTERPRISE (MBE), OR WOMAN-OWNED BUSINESS ENTERPRISE (WBE). I DECLARE, UNDER PENALTY OF PERJURY, THAT THE INFORMATION PROVIDED IN THIS SUBMISSION AND ALL SUPPORTING DOCUMENTS IS TRUE AND CORRECT AND I UNDERSTAND THAT IT IS MATERIAL TO THE PROCEEDINGS OF LANCASTER COUNTY.

Signature: _____

Dated: _____

Printed Name: _____

Title: _____

Certification must be documented. Please either attach a copy of your firm’s certification or have this document notarized. You are not required to do both.

SUBSCRIBED AND SWORN TO before me this _____ day of _____, 20____, by

_____.

NOTARY PUBLIC (seal)
Commission expires: