



**TCCTC**

Tri-County Technical College

**REQUEST FOR PROPOSALS**

*for*

**CONSTRUCTION MANAGER AT RISK (CM-R)  
SERVICES**

*for*

**Pickens Hall Renovation**

State Project # H59-6267-SG

Issued March 11, 2024

**Technical Proposals Due: April 18<sup>th</sup>, 2024, by 3:00 PM**

# TABLE OF CONTENTS

1.	Introduction.....	Page 3
1.1	Request for Proposal.....	Page 3
1.2	For Shortlisted Firms Only.....	Page 3
1.3	Terms from RFQ.....	Page 3
1.4	Pre-Proposal Conference and Site Visit.....	Page 3
2.	Written Technical Proposal—Submission Format and Requirement.....	Page 3
2.1	Physical Submittal.....	Page 3
2.2	Evaluation of Shortlisted Firms.....	Page 5
2.3	Additional Conditions.....	Page 6
3.	Interview, Cost Proposal, & Final Evaluation.....	Page 7
3.1	Proposal Presentation and Interview Format.....	Page 7
3.2	Cost Proposal.....	Page 7
3.3	Who Should Attend?.....	Page 7
3.4	Things to Address at Interview.....	Page 7
3.5	Final Evaluation Ranking.....	Page 7
4.	Additional Information.....	
4.1	Right to Withdraw or Reject.....	Page 7
4.2	Rejection of Submittals.....	Page 8
4.3	Apparent Successful Firm.....	Page 8
4.4	4.4 Waiver of Minor Irregularities.....	Page 8
4.5	Submittals Property of Owner.....	Page 8
4.6	Owner’s Right to Concepts.....	Page 8
4.7	Criminal Background Checks.....	Page 8
4.8	Owner's Right to Concepts.....	Page 9
4.9	Special Considerations.....	Page 9
4.10	Discussions and Negotiations.....	Page 9
4.11	Criminal Background Checks.....	Page 9
4.12	Certification Regarding Debarment and Other Responsibility Matters.....	Page 10
4.13	Ethics Certificate.....	Page 11
4.14	Restrictions Applicable to Offerors & Gifts.....	Page 11
4.15	Non-Resident Taxpayer Registration Affidavit Income Tax Withholding.....	Page 11
4.16	Submitting Confidential Information.....	Page 12
4.17	Discussions & Negotiations.....	Page 12
4.18	Iran Divestment Act – Certification.....	Page 12
4.19	Open Trade Representation.....	Page 12
	Attachment A – Cost Proposal Form.....	Page 13

## 1. Introduction

- 1.1 This Request for Proposals (RFP) is a supplemental document to the previously issued Request for Qualifications (RFQ) document under public solicitation in South Carolina Business Opportunities for the Tri-County Technical College, Pickens Hall Renovation, state project number H59-6267-SG.
- 1.2 The RFP is offered only to Construction Manager at Risk (CM-R) firms previously shortlisted for proposals and interviews under the terms of the RFQ.
- 1.3 Any terms, clauses, definitions, legal requirements, schedule of events, or any other general statements or information issued by the Owner in the RFQ shall be considered part of this RFP process unless specifically noted herein.
- 1.4 An optional pre-proposal conference will be held for all firms shortlisted and receiving the RFP. The purpose of this conference will be to describe the scope of the project in further detail, discuss CM-R services to be provided and respond to any questions.

A site visit will immediately follow the conference. The purpose of the visit is to further acquaint firms with the construction area and the existing building. A minimum of two voting committee members (one of which shall be the Project Manager) shall be present. Technical Advisors may attend as requested by the Committee. Separate guided site visits for individual firms will not be conducted. All firms will receive the same information from the Owner relevant to this project.

## 2. Written Technical Proposal—Submission Format and Requirements (Response to Request for Proposal or “RFP”) Physical Submittal

- 2.1 The shortlisted firms are asked to submit proposals describing their ideas and approach to the project. The format shall be according to the order dictated in Section 2.2 below.
  - 2.1.1 All responses to the RFQ shall provide seven (7) hard copies and one (1) electronic copy on a USB flash drive. Optimize the formatting for viewing on a computer screen.
  - 2.1.2 Responses are limited to twenty (20) printed pages using a minimum of a 10-point Times New Roman 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. Submitted document shall be 8½” x 11, not including its binder. Pages should be numbered consecutively. A table of contents, with corresponding tabs in the body of the proposal, must be included as well to identify each section. Placing multiple tabs on the same page is acceptable. If more than one item in the table of contents can be started on a single page, you may do so and place all corresponding tabs on that page. Any affidavits, certifications, or signed statements called for may be included in an appendix and will not count toward the page limit.
  - 2.1.3 The deadline for submission of questions relating to the RFP is the time and date shown on the cover page. **This is a firm deadline.** The college 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.
  - 2.1.4 The Owner intends to limit the cost that proposers incur to respond to this solicitation. Therefore, proposers are encouraged to be brief and succinct. At this stage, the Owner will already have the firms’ qualification statements. Therefore, firms should devote most of their allotted space in the written proposal, and time in the interview presentation, to their creative ideas and special qualifications pertinent to the present project. Thick volumes of background and general marketing material are not desired. Instead, a firm should highlight its responsiveness to the evaluation criteria and its understanding of this project’s requirements and the Owner’s goals. If there are multiple firms proposed as one team, each component firm should describe its own relevant experience but still adhere to set page limits.

2.1.5 Firms should deliver their RFP submissions 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. **Do not include a fee proposal with the technical proposal.**

2.1.6 Submit technical proposal only to the following address:

**in person:**

ATT Cynthia Kwietniewski – Physical Plant Building office # 104  
Tri-County Technical College  
7900 Hwy 76.  
Pendleton, SC 29670

**FEDEX, UPS ETC or by courier:**

ATT Matt Whitten – Purchasing Manager  
Tri-County Technical College  
7900 Hwy 76.  
Pendleton, SC 29670

**By USPS:**

ATT Matt Whitten – Purchasing Manager  
Tri-County Technical College  
PO Box 857.  
Pendleton, SC 29670

2.1.7 For shortlisted firms, all follow-up questions from the pre-proposal conference will have answers and any clarifications posted to the project website.

<https://www.tctc.edu/about-us/accountability/purchasing/solicitation-postings/>

All other questions during the proposal phase that have been submitted in writing before the deadline will be compiled and will be posted to the website as well. Shortlisted firms should submit questions relating to the RFP in writing via email concurrently to the following individuals:

Jordan Christopher – Capital Project Manager

Email: [Jchrist6@tctc.edu](mailto:Jchrist6@tctc.edu)

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

## 2.2 Evaluation of Shortlisted Firms

2.2.1 **Evaluative Criteria** – The Selection Committee will evaluate the content of the written technical proposals, the interviews, and the fee proposals based upon the criteria listed in the table below. The Owner has listed each major category of criteria. The services being sought under this RFP are considered professional in nature. Consequently, the evaluation of the proposals will be based upon consideration of the demonstrated qualifications and capabilities of the proposers. Absent modification by addendum, factors to be considered in the evaluation will be limited to the following:

<b>RFP CRITERIA</b>	
<b>Major Category</b>	<b>Criteria Elements</b>
<b>Qualifications and experience of the proposed project team</b>	<ul style="list-style-type: none"> <li>• Experience of the Project Manager and Superintendent working together on past projects.</li> <li>• Quality of references as to the proposed Project Executive’s commitment and project leadership.</li> <li>• Quality of references for the proposed team.</li> <li>• Past experience of the team working together with the selected Designer and /or Program Manager (if any).</li> <li>• Availability of the proposed team for this project.</li> <li>• Assigned team’s experience with projects of similar facility size and type.</li> <li>• Assigned team’s experience with effective budget control.</li> <li>• Assigned team’s experience with effective schedule control.</li> </ul>
<b>Project Management Plan</b>	<ul style="list-style-type: none"> <li>• Firm’s demonstrated ability to solve complex project issues.</li> <li>• Effectiveness of firm’s cost management plan during design and construction.</li> <li>• Firm’s approach for managing changes within the stated cost and schedule limitations.</li> <li>• Firm’s approach for competitively administering and evaluating bid packages.</li> <li>• Effectiveness of firm’s subcontractor management plan.</li> <li>• Effectiveness of close-out plan.</li> <li>• Effectiveness of plan for administering other services identified by firm, value to project.</li> <li>• Effectiveness of the site logistics plan and safety plan.</li> </ul>
<b>M/WBE Participation and Nondiscrimination</b>	<ul style="list-style-type: none"> <li>• Firm’s affirmative action plan concerning its work force and procurement practices and approach for implementing on proposed project.</li> <li>• Firm’s demonstrated successes on previously executed projects.</li> <li>• Firm’s record on policies of nondiscrimination on the basis of race, creed, color, sex, or national origin in its employment or procurement practices.</li> </ul>
<b>Construction Management Services</b>	<ul style="list-style-type: none"> <li>• Quality of firm’s proposed services and how well services address proposed project needs.</li> <li>• Demonstrated ability to apply in-house services to solving project issues.</li> </ul>

<b>Clarity of Submittal</b>	<ul style="list-style-type: none"> <li>• Extent to which the instructions in the RFP were followed and information is clearly presented.</li> </ul>
<b>Technical Cost Proposal</b>	<ul style="list-style-type: none"> <li>• Pre-Construction Fee and general scope of Pre-Construction Services</li> </ul>

**The proposal submittal from shortlisted firms should contain responses to the issues raised in the table above, and in the order shown below.**

### 2.3 Additional Conditions

- 2.3.1 The Selection Committee intends to interview all shortlisted firms. Nevertheless, it is possible, although not anticipated, that the review of a technical proposal from a firm might convince the Selection Committee that a shortlisted firm is not appropriate for this project after all. Therefore, the Selection Committee will issue formal invitations to interview, leaving open the possibility that a shortlisted firm might not continue in the competition past submittal of its technical proposal.
- 2.3.2 The Owner reserves the right to reject any or all proposals received. The Owner is not obligated to request clarifications or additional information but may do so at its discretion. The Owner reserves the right to extend the deadline for submittals or alter the schedule of events, as they deem necessary.
- 2.3.3 Non-Collusion: In submitting its proposal, the proposer affirms that, in connection with its proposal, the proposer has not either directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free and open competition; and that, to the best of its knowledge and belief, the contents of its proposal have not been communicated by the proposer or by any of proposer's employees or agents to any person who is not an employee or agent of the proposer or of the surety on any bond furnished with the proposal and will not be communicated to any person who is not an employee or agent of the bidder or of said surety prior to the official opening of the proposal, and, to the extent that its proposal includes the participation of subcontractors or teaming partners, those subcontractors and teaming partners have not participated in any collusive activities as described above.
- 2.3.4 Confidentiality of Documents: Upon receipt of a proposal by the Owner, the proposal shall become the property of the Owner without compensation to the proponent for disposition or usage by the Owner at its discretion. The details of the proposal documents will remain confidential.
- 2.3.5 Costs to Prepare Responses: The Owner assumes no responsibility or obligation to the respondents and will make no payment for any costs associated with the preparation or submission of proposals.
- 2.3.6 The Owner reserves the right to check references of proposed personnel on the project team and to request substitutions of personnel if it deems such action in the Owner's best interests. Moreover, the Owner reserves the right to check any reference that it may become aware of in addition to the references given by the proposer.
- 2.3.7 Equal Employment Opportunity: During the performance of this Contract, the CM-R agrees as follows: The CM-R will not discriminate against any employee or applicant for employment because of race, creed, color, sex, age, national origin, place of birth, or physical handicap. CM-R must have a history of being non-discriminating and will not discriminate on the basis of race, creed, color, sex, or national origin in any of its employment practices, or procurement practices with respect to the workforce of the firm, or procurement services in connection with this project. An affirmative action plan must be maintained for both work force and procurement practices.
- 2.3.8 Project site visit will be conducted with the shortlisted firms together before their interviews. Separate site visits for individual firms will not be conducted. All firms will receive the same information from the Owner relevant to this project.
- 2.3.9 It is a specific requirement that the selected firm certify that it operates a drug-free workplace and that it will remain that way throughout the duration of the project.

### **3. Interview, Cost Proposal, & Final Evaluation**

#### **3.1 Proposal Presentation and Interview Format**

The time allotted to each firm for the presentation and interview will not exceed 60 minutes (30 minutes for presentation, 30 minutes for questions and discussion). The format of the firm's presentation during the interview session is at the discretion of the firm. All members of the Selection Committee will be present during the formal interview.

Firms must address any questions, prior to the interview, to the project manager. Firms must not contact any other members of the Selection Committee before or after the interview until after a contract is executed.

#### **3.2 Cost Proposal**

- 3.2.1 Cost proposals will be received only from the shortlisted candidates invited to interview. Cost proposals must be submitted at the conclusion of the interview session in a sealed envelope.
- 3.2.2 A Cost proposal form is included in Attachment A to this RFP. Offerors are to submit the pre-construction fee proposal in dollars, the General Conditions for the project in dollars, and the construction fee proposal as a percentage of the estimated construction cost.
- 3.2.3 Cost proposals shall include items as identified in Attachment A including:
  - Assumed Total Construction Cost
  - Pre-Construction Fee
- 3.2.4 The assumed total project construction cost shall not be binding but is used as the basis for establishing the Construction Services Fee Percentage. The Owner and successful Offer will negotiate the construction services fee and the Guaranteed Maximum Price (GMP) after project review.

#### **3.3 Who Should Attend?**

The number of representatives of the CM-R team is limited to a maximum of seven (7) individuals but include at least the CM-R's Project Manager and Pre-construction Manager, and most of those people with whom the Owner will interact regularly. Essential consultants may attend the interview as deemed appropriate by the CM-R firm but shall count toward the total no. of attendees.

#### **3.4 Things to Address at Interview**

- 3.4.1 The intent of the formal interview process is to provide the Selection Committee with an elaboration of the written proposal's information in order to help the Selection Committee make a final selection of the firm that in the sole discretion of the selection committee best meets the requirements for this project.
- 3.4.2 Provide information on potential cost reduction options. Offerors are encouraged to be creative in developing this. These options may include estimated dollar amounts for cost reductions but will not be factored into the Owner's evaluation of the cost proposal. Any cost reduction options presented in the interview may or may not be incorporated into the project design.

#### **3.5 Final Evaluation Ranking**

Based on a combination of the scores received on the written submission and the formal interview, the Committee will rank the firms in order of qualification. The Selection Committee will use only those criteria published in this RFP in making their determinations. Upon the Selection Committee's completion of the evaluation process, public notice of the competition's results will follow, first to the shortlisted firms, after a contract is executed.

### **4. Additional Information**

- 4.1 The College reserves the right to withdraw this RFP or to reject any and all submittals at any time and cancel the project if, in the sole discretion of the Owner, continuation is deemed not to be in its' best interest.

- 4.2 In addition to the College's general right to reject all submittals, a submittal may be rejected if the submittal contains false or misleading statements or references that, in the sole judgment of the Selection Committee, do not support an attribute or condition contended by the firm and, in the sole judgment of the Selection Committee, such statements were intended to mislead the Selection Committee in its evaluation of the submittal.
- 4.3 The Selection Committee's identification of an apparent successful firm does not necessarily mean the Selection Committee accepts all aspects of the firm's submittal or proposal.
- 4.4 The Selection Committee reserves the right in its sole discretion to waive minor irregularities and to reject any or all submittals.
- 4.5 All submittals, together with any supporting material submitted by the firm, become the property of the College and may be retained, destroyed, or otherwise disposed of at the convenience of the College. All submittals, if retained by the College, become a matter of public record when final negotiations are completed. The submittal received from the selected firm will become part of the agreement reached by the College and the firm.
- 4.6 By providing a submittal, each firm agrees that the Owner will have the right to use any or all ideas or concepts presented in any submittal without restriction and without compensation to the firm.
- 4.7 All companies, including but not limited to, design professionals, vendors, suppliers, consultants, general contractors of any trade, and their subcontractors, (Contractor) that bring one or more of its employees on to the Owner's property to fulfill the terms of this agreement, must conduct a criminal background check on said employee(s) prior to bringing or sending the employee(s) to the Owner's property. Contractor agrees that any employee with a criminal history that the contractor reasonably believes poses a threat to property or persons will not be brought or sent to the Owner's property. The Contractor agrees to impose this same criminal background check requirement on all subcontractors, vendors, suppliers, or consultants, used to fulfill its responsibilities under this agreement. The Contractor shall be responsible for all costs associated with these requirements. The Owner reserves the right to verify compliance by contractor upon request. Information collected for verification is controlled by the federal Fair Credit Reporting Act. Individuals believed by The Owner to pose a threat must leave the Owner's property immediately and the Contractor may be prohibited from future awards without permission of the Owner.
- 4.8 Upon receipt of the Agency Head's approval of the recommended firm, the Committee is adjourned and negotiations between the selected firm and the Agency may proceed. The standard form of contract for the CM-R services is AIA Document A133, Standard Form of Agreement between Owner and Construction Manager as Constructor, SCOSE Version, with AIA A201 (SCOSE Version) used as the General Conditions to the contract. The AIA A201 should be modified in accordance with the modifications listed in the Standard Modifications to the SCOSE AIA A201 for Use with the SCOSE AIA A133, found in Appendix C. The modifications should be noted in Section 12.2.5 of the AIA A133 (SCOSE Version). Utilizing the AIA Document A133, SCOSE Version, negotiations should consider the following: A. Preconstruction Phase services including, but not limited to, participation in design progress and coordination meetings with the Owner and Architect, review of construction documents for constructability, availability of materials and labor, time requirements for construction, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions; and B. The Construction Manager's Fee as a percentage of the Cost of the Work. Negotiated proposal revisions may affect the scope of the proposed project, so long as the changes are within the general scope of the RFP. Negotiations must be controlled by the Agency Project Manager and may include an advisor to the Project Manager. An advisor that has not previously signed an SE-414 must do so prior to assisting in negotiations. Once negotiations with an Offeror begin, the Agency must attempt to successfully negotiate a "satisfactory contract" without regard to any other proposals received. Negotiations are not an opportunity to re-evaluate one Offeror against another. If the Agency concludes that a satisfactory contract cannot be negotiated with the highest ranked Offeror, negotiations may be conducted with the second Offeror, then the third, and so on. In no case may confidential information derived from proposals and negotiations submitted by competing Offerors be disclosed. During the negotiation process, if the Agency Project Manager is unsuccessful in the first round of negotiations, they may re-open negotiations with any Offeror with



whom they previously negotiated. The award of the contract must be based on the evaluation factors stated in the solicitation. The basis for award must explain the results of any negotiations or the reasons any negotiations were unsuccessful with an Offeror.

- 4.9 All companies, including but not limited to, design professionals, vendors, suppliers, consultants, general contractors of any trade, and their subcontractors, (Contractor) that bring one or more of its employees on to the Tri-County Technical College campus or other College property in order to fulfill the terms of this agreement, must conduct a criminal background check on said employee(s) prior to bringing or sending the employee(s) to the campus or other College property. Contractor agrees that any employee with a criminal history that the contractor reasonably believes poses a threat to property or persons will not be brought or sent to the campus or other College property. The Contractor agrees to impose this same criminal background check requirement on all subcontractors, vendors, suppliers, or consultants, used to fulfill its responsibilities under this agreement. The Contractor shall be responsible for all costs associated with these requirements. Tri-County Technical College reserves the right to verify compliance by contractor upon request. Information collected for verification is controlled by the federal Fair Credit Reporting Act. Individuals believed by the Tri-County Technical College to pose a threat must leave the campus or College property immediately and the Contractor may be prohibited from future awards without permission of the Purchasing Manager.
- 4.10 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.
- 4.11 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.
- 4.11.1 By submitting an offer, the offeror certifies that—
- 4.11.1.1 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—
- (a) Those prices;
  - (b) The intention to submit an offer; or
  - (c) The methods or factors used to calculate the prices offered.
- 4.11.1.2 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
- 4.11.1.3 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.
- 4.11.2 Each signature on the offer is considered to be a certification by the signatory that the signatory—
- 4.11.2.1 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 1.a. through 1.c. of this certification; or
- 4.11.2.2 (a) Has been authorized, in writing, to act as agent for the offeror's principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs 1.a. through 1.c. of this certification [As used in this subdivision 2.b.(i), the term "principals" means the person(s) in the offeror's organization responsible for determining the prices offered in this bid];

- (b) As an authorized agent, does certify that the principals referenced in subdivision 2.b.(i) of this certification have not participated, and will not participate, in any action contrary to paragraphs 1.a through 1.c. of this certification; and
- (c) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs 1.a. through 1.c. of this certification.

4.11.3 If the offeror deletes or modifies paragraph 1.b. of this certification, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

4.12 CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS:

4.12.1 By submitting an Offer, Offeror certifies, to the best of its knowledge and belief, that-

4.12.1.1 Offeror and/or any of its Principals-

- (a) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency;
- (b) Have not, within a three-year period preceding this bid, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of bids; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
- (c) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph 1.a.(i)(b) of this provision.

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

4.12.2 "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).

4.12.3 Offeror shall provide immediate written notice to the Purchasing Manager 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.

4.12.4 If Offeror is unable to certify the representations stated in paragraphs 1.a., Offer must submit a written explanation regarding its inability to make the certification. The certification will be considered in connection with a review of the Offeror's responsibility. Failure of the Offeror to furnish additional information as requested by the Purchasing Manager may render the Offeror non-responsible.

4.12.5 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.

4.12.6 The certification in paragraph 1. of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly or in bad faith rendered an erroneous certification, in addition to other remedies available to the State, the Purchasing Manager may terminate the contract resulting from this solicitation for default.

4.13 ETHICS CERTIFICATE: By submitting an offer, the offeror certifies that the offeror has and will comply with, and has not, and will not, induce a person to violate Title 8, Chapter 13 of the South Carolina Code of Laws, as amended (ethics act). The following statutes require special attention: Section 8-13-700, regarding use of official position for financial gain; Section 8-13-705, regarding gifts to influence action of public official; Section 8-13-720, regarding offering money for advice or assistance of public official; Sections 8-13-755 and 8-13-760, regarding restrictions on employment by former public official; Section 8-13-775, prohibiting public official with economic interests from acting on contracts; Section 8-13-790, regarding recovery of kickbacks; Section 8-13-1150, regarding statements to be filed by consultants; and Section 8-13-1342, regarding restrictions on contributions by contractor to candidate who participated in awarding of contract. The 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 Purchasing Manager at the same time the law requires the statement to be filed.

4.14 **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.

4.14.1 After issuance of the solicitation, **offeror agrees not to discuss this procurement activity in any way with the Owner or its employees, agents or officials.** All communications must be solely with the Purchasing Manager. This restriction may be lifted by express written permission from the Purchasing Manager. This restriction expires once a contract has been formed.

4.14.2 Unless otherwise approved in writing by the Purchasing Manager, **offeror agrees not to give anything to the Owner, any affiliated organizations, or the employees, agents, or officials of either, prior to award.**

4.14.3 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.

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

4.15.1 Withholding Requirements for Payments to Nonresidents: Section 12-8-550 of the South Carolina Code of Laws requires persons hiring or contracting with a nonresident conducting a business or performing personal services of a temporary nature within South Carolina to withhold 2% of each payment made to the nonresident.

4.15.2 The withholding requirement does not apply to:

4.15.2.1 payments on purchase orders for tangible personal property when the payments are not accompanied by services to be performed in South Carolina,

4.15.2.2 nonresidents who are not conducting business in South Carolina,

4.15.2.3 nonresidents for contracts that do not exceed \$10,000 in a calendar year, or

4.15.2.4 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.

4.15.3 For information about other withholding requirements (e.g., employee withholding), contact the Withholding Section at the South Carolina Department of Revenue at 803-898-5383 or visit the Department's website at: [www.sctax.org](http://www.sctax.org).

4.15.4 This notice is for informational purposes only. This Owner does not administer and has no authority over tax issues. All registration questions should be directed to the License and Registration Section at 803-898-5872 or to the South Carolina Department of Revenue, Registration Unit, Columbia, S.C. 29214-0140. All withholding questions should be directed to the Withholding Section at 803-898- 5383.

4.15.5 Please see the "NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING" form (Form Number I-312) located at: <http://www.sctax.org/forms/withholding/i-312-form>

4.16 **SUBMITTING CONFIDENTIAL INFORMATION:**

4.16.1 For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that Offeror contends contains information that is exempt from public disclosure because it is either.

4.14.1.1 a trade secret as defined in Section 30-4-40(a)(1), or

4.14.1.2 privileged & confidential, as that phrase is used in Section 11-35-410.

4.16.2 For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the words "TRADE SECRET" every page, or portion thereof, that Offeror contends contains a trade secret as that term is defined by Section 39-8-20 of the Trade Secrets Act.

4.16.3 For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "PROTECTED" every page, or portion thereof, that Offeror contends is protected by Section 11-35-1810.

- 4.17 DISCUSSIONS & NEGOTIATIONS: Submit your best terms from a cost or price and from a technical standpoint. Your proposal may be evaluated, and your offer accepted without any discussions, negotiations, or prior notice. Ordinarily, nonresponsive proposals will be rejected outright. Nevertheless, the 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.
- 4.18 IRAN DIVESTMENT ACT - CERTIFICATION: (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 Purchasing Manager immediately if, at any time before posting of a final statement of award, you are added to the Iran Divestment Act List.
- 4.19 OPEN TRADE REPRESENTATION: By submitting an Offer, Offeror represents that Offeror is not currently engaged in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300. [02-2A083-1]

[END OF REQUEST FOR PROPOSALS]

**PROPOSAL FORM**  
**Tri-County Technical College**  
**Pickens Hall Renovation**

State Project # H59-6267-SG

**ASSUME TOTAL PROJECT CONSTRUCTION COST OF:**

**\$21 MILLION**

Fee: For the Pre-Construction consulting services and Construction Services provided by CM-R before the establishment of a Guaranteed Maximum Price (GMP) for the work or any portion of the work, the College shall pay to the CM-R a Fee, as noted below:

**PRE-CONSTRUCTION FEE (in dollars)**

\$ \_\_\_\_\_

**PROPOSED TEAM**

Project Executive: \_\_\_\_\_

Superintendent: \_\_\_\_\_

Lead Project Manager: \_\_\_\_\_

**GENERAL SCOPE OF PRE-CONSTRUCTION SERVICES**

Respectfully submitted this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Legal Name of Respondent: \_\_\_\_\_

By (Name/Signature): \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title/Position with the Firm: \_\_\_\_\_

