



FAIRFIELD COUNTY COUNCIL SOLICITATION

RFQ: **0608 100,000 SF Speculative Building CM-R**
DATE ISSUED: **May 10, 2022**
Procurement Officer: **Cathy Washington**
Phone: **(803) 635-1415**
E-Mail Address: cathy.washington@fairfield.sc.gov

SUBMIT OFFER BY: June 3, 2022/10:00 A.M.
QUESTIONS MUST BE RECEIVED BY: May 27, 2022/2:00 P.M.
NUMBER OF COPIES TO BE SUBMITTED: One (1) original and three (3) copies: One (1) Electronic Copy

Offers must be submitted in a sealed package. Solicitation Number & Opening Date must appear on package exterior.

SUBMIT YOUR SEALED OFFER TO EITHER OF THE FOLLOWING ADDRESSES:

MAILING ADDRESS:

FAIRFIELD COUNTY COUNCIL
P. O. DRAWER 60
Winnsboro, SC 29180

PHYSICAL ADDRESS:

FAIRFIELD COUNTY
PURCHASING DEPARTMENT
250 N Walnut St., WINNSBORO, S. C. 29180

Fairfield County is soliciting for Request for Qualifications for Construction Management – At Risk related to the construction of a 100,000 SF Speculative Building.

Fairfield County is requesting Statements of Qualification from qualified General Contractors for the construction of an approximately 100,000 SF, speculative building that is expandable to approximately 250,000 SF. The spec building is to be located on Parcel 9 of the Fairfield Commerce Center, 125 Blue Granite Parkway, Ridgeway, SC, 29130. It is Fairfield County's intent to procure this work utilizing the "Construction Manager - At-Risk" (CM-R) method. This request seeks to identify a General Contractor through qualifications that is in the best interests of Fairfield County. The Statements of Qualifications submitted will be evaluated utilizing the Selection Guidelines outlined in this Request for Qualifications. The County is seeking a cost-effective and highly qualified partner. Fairfield County reserves the right to reject any and all submittals.

Resume Deadline: Request for Qualifications will be accepted before **10:00 AM on June 3, 2022.**

Contact: All questions must be in writing and directed to Cathy Washington at cathy.washington@fairfield.sc.gov

Questions must be received before 2:00 pm on May 27, 2022.

RFQ Submission Cathy Washington
Fairfield County Governmental Complex
250 N Walnut St., Columbia Road
Winnsboro, SC 29180

Number of Copies: One (1) original and three (3) copies; One (1) electronic copy

Outside of envelope must be marked "**RFQ 0608 100,000 SF Speculative Building CM-R**"

Responses must be submitted in a sealed envelope with the outside of the package plainly identifying the RFQ number, and the name and address of the submitting Firm. Late, faxed, or e-mailed RFQ's will **not** be considered.

Fairfield County is not responsible for lost or misdirected RFQs. The County reserves the right to reject any or all offers and can waive any technicality in the best interest of Fairfield County.

Fairfield County Council

ADDENDA: ALL CHANGES IN CONNECTION WITH THIS RFQ WILL BE ISSUED BY THE PURCHASING OFFICE IN THE FORM OF A WRITTEN ADDENDUM. SIGNED ACKNOWLEDGMENT OF RECEIPT OF EACH ADDENDUM MUST BE INCLUDED WITH SUBMITTAL.

COMPLETING BID: ALL INFORMATION MUST BE LEGIBLE. ANY AND ALL CORRECTIONS AND/OR ERASURES MUST BE INITIALED.

SIGNING OF QUALIFICATIONS: ALL SUBMITTALS MUST BE SIGNED.

SUBMISSION OF QUALIFICATIONS: DOCUMENTS ARE TO BE SEALED AND SUBMITTED TO CATHY WASHINGTON, FAIRFIELD COUNTY GOVERNMENTAL COMPLEX, 250 N WALNUT ST., WINNSBORO, SC 29180 PRIOR TO THE DATE AND TIME INDICATED ON THE COVER SHEET.

LATE BIDS AND MODIFICATIONS OR WITHDRAWALS: QUALIFICATIONS RECEIVED AFTER THE DEADLINE DESIGNATED IN THIS DOCUMENT WILL NOT BE CONSIDERED. QUALIFICATIONS MAY BE WITHDRAWN OR MODIFIED PRIOR TO THE OPENING. ALL SUCH TRANSACTIONS MUST BE SUBMITTED IN WRITING AND RECEIVED BY THE PURCHASING OFFICE PRIOR TO THE OPENING.

WAIVING OF INFORMALITIES: FAIRFIELD COUNTY RESERVES THE RIGHT TO WAIVE MINOR INFORMALITIES OR TECHNICALITIES WHEN IT IS IN THE BEST INTEREST OF FAIRFIELD COUNTY.

INSURANCE: THE CONTRACTOR SHALL PROCURE, MAINTAIN, AND PROVIDE PROOF OF, INSURANCE COVERAGE FOR INJURIES TO PERSONS AND/OR PROPERTY DAMAGE AS MAY ARISE FROM OR IN CONJUNCTION WITH, THE WORK PERFORMED ON BEHALF OF THE COUNTY BY THE CONTRACTOR, HIS AGENTS, REPRESENTATIVES, EMPLOYEES OR SUBCONTRACTORS AT THEIR OWN EXPENSE. PROOF OF COVERAGE SHALL BE SUBMITTED PRIOR TO ENTERING INTO THE CONTRACT AND SUCH COVERAGE SHALL BE MAINTAINED BY THE CONTRACTOR FOR THE DURATION OF THE CONTRACT PERIOD FOR OCCURRENCE POLICIES. CLAIMS MADE POLICIES MUST BE IN FORCE OR THAT COVERAGE PURCHASED FOR THREE (3) YEARS AFTER CONTRACT COMPLETION DATE.

METHOD OF AWARD AND NOTIFICATION: QUALIFICATIONS WILL BE ANALYZED AND THE AWARD MADE, BASED ON THE EVALUATION CRITERIA FOR THIS RFQ, TO THE MOST RESPONSIVE AND RESPONSIBLE VENDER(S) WHOSE QUALIFICATIONS CONFORM TO THE SPECIFICATIONS AND WHOSE QUALIFICATIONS ARE CONSIDERED TO BE THE BEST VALUE IN THE OPINION OF THE COUNTY.

DISCLAIMER OF LIABILITY: THE COUNTY NOR ANY OF ITS AGENCIES, WILL NOT HOLD HARMLESS OR INDEMNIFY ANY BIDDER FOR ANY LIABILITY WHATSOEVER.

HOLD HARMLESS: THE CONTRACTOR AGREES TO PROTECT, DEFEND, INDEMNIFY AND HOLD THE COUNTY OF FAIRFIELD, ITS OFFICERS, EMPLOYEES AND AGENTS FREE AND HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, PENALTIES, DAMAGES, SETTLEMENTS, COST CHARGES, PROFESSIONAL FEES OR OTHER EXPENSES OR LIABILITIES OF EVERY KIND AND CHARACTER ARISING OUT OF OR RELATING TO ANY AND ALL CLAIMS, LIENS, DEMANDS, OBLIGATIONS, ACTIONS, PROCEEDINGS OR CAUSE OF ACTION OF EVERY KIND AND CHARACTER IN CONNECTION WITH OR ARISING DIRECTLY OR INDIRECTLY OUT OF THIS AGREEMENT AND/OR THE PERFORMANCE HEREOF, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ANY AND ALL SUCH CLAIMS, ETC., RELATING TO PERSONAL INJURY, INFRINGEMENT OF ANY PATENT, TRADEMARK, COPYRIGHT, (OR APPLICATION FOR ANY THEREOF) OR OF ANY OTHER TANGIBLE OR INTANGIBLE PERSONAL OR PROPERTY RIGHT, OR ACTUAL OR ALLEGED VIOLATION OF ANY APPLICABLE STATUTE, ORDINANCE, ADMINISTRATIVE ORDER, RULE OR REGULATION, OR DECREE OF ANY COURT WILL BE INCLUDED IN THE INDEMNITY HEREUNDER. THE CONTRACTOR FURTHER AGREES TO INVESTIGATE, HANDLE, RESPOND TO PROVIDE DEFENSE FOR AND DEFEND ANY SUCH CLAIMS, ETC. AT HIS/HER SOLE EXPENSE AND AGREES TO BEAR ALL OTHER COST AND EXPENSES RELATED THERETO, EVEN IF SUCH CLAIM IS GROUNDLESS, FALSE OR FRAUDULENT.

LAW GOVERNING: ALL CONTRACTUAL AGREEMENTS WILL BE SUBJECT TO, GOVERNED BY, AND CONSTRUED ACCORDING TO THE LAWS OF THE STATE OF SOUTH CAROLINA.

ANTI-DISCRIMINATION CLAUSE: NO BIDDER ON THIS REQUEST WILL IN ANY WAY, DIRECTLY OR INDIRECTLY, DISCRIMINATE AGAINST ANY PERSON BECAUSE OF AGE, RACE, COLOR, HANDICAP, SEX, NATIONAL ORIGIN, OR RELIGIOUS CREED.

FAIRFIELD COUNTY IS AN EQUAL OPPORTUNITY PROVIDER AND EMPLOYER

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A. INVITATION

Fairfield County is issuing a Request for Qualifications (RFQ) to licensed contractors interested in providing CM-R services in the construction of an approximate 100,000 square-foot Speculative Building on Parcel 9 at the Fairfield Commerce Center in Ridgeway, South Carolina.

All qualification statements must be made in the official name of the company or the individual under which business is conducted (showing the official business address) and must be signed in ink by a person duly authorized to legally bind the person, partnership, company or corporation submitting the qualification statement. Qualification Statements must be valid for a minimum of ninety (90) days. This request for Qualification Statements does not commit Fairfield County to award a contract, to pay any cost incurred in the preparation of Qualification Statements or to procure or contract for the articles of goods or services. Fairfield County reserves the right to accept or reject any or all Qualification Statements received as a result of this request, to negotiate with any or all qualified offerors, or to cancel in part or in its entirety in this proposal, if it is in the best interest of the County to do so.

To qualify for consideration, one (1) original plus three (3) copies and an electronic copy of your statement must be received by the office designated above before **10:00 AM on June 3, 2022**. It is the sole responsibility of the offeror to see that the qualification is received before the submission deadline. The offeror shall bear all risks associated with delays in the U.S. mail or delivery service. Late statements will not be considered. Statements shall be accepted in person, by U.S. Mail or by private courier service. NO statements shall be accepted via oral or email communication, telephone, or fax transmission.

Any requests for clarification or additional information deemed necessary must be directed in writing to Cathy Washington at fax number (803) 635-5969 or emailed to cathy.washington@fairfield.sc.gov. Questions must be received before 2:00 pm on May 27, 2022. Any request received after the above stated deadline will not be considered. All changes in specifications shall be in writing in the form of an addendum and furnished to all responders and posted on the County website.

Restrictions Applicable to Respondents: Violation of restrictions may result in disqualification of your offer, suspension or debarment, and may constitute a violation of the SC State Ethics Act: After issuance of the solicitation, you agree not to discuss this procurement activity in any way with the Using Governmental Unit or its employees, agents or officials. Any communication regarding the submission, evaluation, or award must be solely addressed to the Purchasing Manager.

No information will be released until after all evaluation and negotiations are complete and award is made.

B. PROJECT SCOPE AND REQUIREMENTS

The scope of work includes comprehensive pre-construction services and construction of a structure that is an approximately 100,000 square-foot speculative building that will be expandable to approximately 250,000 square feet. The building is anticipated to be constructed using structural steel framing and tilt-up or precast concrete walls. The building is expected to be built on conventional shallow footings with no deep foundations required. The flooring within the building is expected to have a crushed stone base suitable

for a future slab-on-grade to be installed at a later date by others. The roof system will consist of metal roof decking supported by steel bar joists. The bar joists will be supported by steel joist girders or steel wide flange sections and steel columns. The site around the building will include an employee parking lot, truck apron and loading docks (quantity to be determined), a drive-in door ramp, an access drive, and roads for fire truck access and traffic circulation. The rough grading of the building site will be completed under a separate contract for full buildout of 270,000 square feet. Final grading of the site will be completed as part of this scope of work.

Design documents are in the process of being developed by Davis & Floyd, Inc. Preliminary design documents and/or a more detailed building requirements narrative are anticipated to be provided to the shortlisted contractors for review prior to interviews. The selected contractor will be asked for design input to facilitate more efficient execution of the construction work. The successful contractor shall be responsible for the construction of the project in accordance with the terms and conditions of the contract documents.

C. ANTICIPATED PROJECT MILESTONE SCHEDULE

Receipt of Qualifications Statements	June 3, 2022
Notification of Shortlisted Contractors	June 14, 2022
Contractor Presentations	Week of June 27, 2022
Recommendation to Council	July 11, 2022 council meeting
Issue Draft Construction Document	September 6, 2022
Issue Final Construction Document	September 22, 2022
Receipt of GMP	October 4, 2022
Recommendation to Council	October 10, 2022 council meeting

D. PROCUREMENT STRATEGY

Fairfield County will perform the work outlined in this document using the CM-R method of procurement. The process involves the solicitation of Statements of Qualification from interested candidates that are evaluated to identify those which, in the determination of the Selection Committee, best meet the established qualification requirements or could, after clarification be made acceptable. The Selection Committee will review each submittal and select a shortlist of the most qualified respondents. The shortlisted contractors will then be provided the opportunity to present to the Selection Committee. A minimum of three contractors are anticipated to be requested to interview. The Selection Committee will rank the contractors after evaluation of the Statements of Qualification and Presentations. A report will be issued to the County Administrator and recommendation will then to County Council that recommends that a contract and delivery method be negotiated with the top ranked contractor. The form of construction contract used will be approved by the Fairfield County Procurement Office.

The criteria requested from potential s will include, but not be limited to: prior performance, recent past references on all aspects of performance, financial stability and experience on similar sized construction or CM-R projects. This information will be given the weights listed below and will be requested in the following format:

Evaluation Factors

Contractor’s relevant project experience on similar projects of this scope utilizing CM-R or Design Build	30%
Key personnel with relevant experience who are available and will be assigned to this project	25%
Management approach to CM-R delivery method	20%
Capacity to perform work in required time with current/anticipated workload	10%
Anticipated Project Budget and Cost Saving Methods	15%
<u>Weight</u>	

Factor Descriptions:

1. **Candidate’s relevant project experience on similar projects of this scope utilizing CM-R or Design Build:** Candidates must demonstrate a successful CM-R working relationship with prior customers. s to submit a list of (minimum of 3) similar projects of this scope (square footage and construction values) utilizing the CM-R or design build delivery method. s are to include for each project the name and location of the project, name and phone number of the owner’s representative, name and phone number of the design professional, construction value, scope of work, the contract construction time and the actual schedule of work by the contractor from date of commencement to final completion of the project. s should also indicate the initial Guaranteed Maximum Price (GMP) upon contract signing as well as the final GMP upon project completion, or the initial bid amount and the final contract amount with change orders.

2. **Key personnel with relevant experience who are available and will be assigned to this project:** Provide the key personnel who will be assigned to the project. This criterion will evaluate your company’s personnel assigned to work on this project, and not just general resources within the company. Key personnel shall include but are not limited to CM-R Pre-construction Services Manager, Project Superintendent, and Project Manager. Provide recent, similar projects in which these key individuals have performed similar roles.

3. **Management Approach to CM-R delivery method:** Candidates are to submit a statement of candidate’s project management approach for CM-R project delivery. Include typical scheduling method to be utilized in accomplishing the work.

Fairfield County embraces diversity in all aspects of its function including use of minority businesses, vendors, or contractors in construction projects. Candidates will be required to submit a detailed plan in their statement of qualifications to implement this as part of the CM-R management approach.

4. **Capacity to perform work in required time with the current or anticipated workload:** Candidates are to submit information regarding current workload and how this project will be managed in conjunction with current or anticipated workload.

5. Anticipated Project Budget and Cost Saving Methods

Short listed Candidates are to provide an anticipated project budget and potential cost savings during their presentations. A discussion of the anticipated project budget is not to be included in the Statement of Qualifications.

Response to these criteria may also include a statement of why the proposing candidate should be selected. This section provides each candidate the opportunity to provide specific information that differentiates it from the others in the competition.

E. PASS/FAIL FACTORS

Submittals by Candidates will first be evaluated on the pass/fail factors listed below. If the potential candidate's submittal does not meet the following pass/fail factors, then no further evaluation of the submittal will take place:

1. Candidates Seeking CM-R work shall be licensed both as a construction manager and a general contractor with the SC Contractors Licensing Board.
2. Candidate must provide a letter from their bonding company stating its ability to bond the entire project.
3. Candidate must have completed at least 3 construction contracts utilizing the CM-R or design build method of project delivery for projects of similar complexity. The GMP for each project or the project construction contract amount must have exceeded \$4 M.

F. CONTRACTOR'S QUALIFICATIONS

Fairfield County is seeking s with experience in this type of procurement and who have the capability, track record, and familiarity with delivering quality projects of this size and scope in a timely manner. All s shall meet all licensing requirements of the South Carolina Department of Labor, Licensing and Regulation, for the appropriate construction budget as shown above. s are invited to submit qualification statements in accordance with this solicitation and as outlined hereafter.

G. QUALIFICATION SUBMITTAL FORMAT

Submittal shall be clear and concise and organized in the following format:

1. Letter of interest. (limit 2 pages)
2. Past project list (3 minimum). Include for each project:
 - a. Name and location of project.
 - b. Name and phone number of the owner's representative and architect for the project.
 - c. Scope of work.

- d. Contract Construction time and the actual schedule of work by the contractor from date of commencement to final completion of project.
 - e. Negotiated GMP and final cost or Original Bid amount and final construction amount (Bid plus change orders)
3. Key Personnel. Include for each individual:
 - a. Full legal name
 - b. Role(s) to be performed on this project
 - c. Explanation of industry experience
 - d. Recent similar projects
 4. Management approach using CM-R project delivery, include:
 - a. Typical Organizational Chart.
 - b. Pre-construction Services provided.
 - c. Typical Scheduling Method.
 - d. Current and proposed method/plan for minority business utilization.
 - e. Warranty resolution procedures.
 - f. Statement that differentiates candidate from similar candidates in the industry.
 5. Current workload to include:
 - a. Other projects taking place during time frame of the Fairfield Commerce Center Spec Building project (July 2022-July 2023).
 - b. Schedule for these projects.
 - c. Statement of how the proposed Fairfield Commerce Center Spec Building project will be managed in conjunction with current or anticipated workload.
 6. Licensing/Bonding requirements, please include:
 - a. Copies of licenses.
 - b. Statement of bonding capacity.
 - c. Letter from bonding company stating candidate's ability to bond project.

H. QUALIFICATION STATEMENTS

All Qualification Statements must be complete, carefully worded and must convey all of the information requested in order to be considered responsive. Items 3 through 6 of the Qualifications Submittal Format section shall be limited to a combined total of (15) fifteen pages. If the submittal fails to conform to the requirements of this Request for Qualifications, the Selection Committee will be the sole judge as to whether that variance is significant enough to consider the submittal non-responsive and therefore not considered for further review.

I. CONTRACTOR INTERVIEW AND SELECTION PROCESS

Once a shortlist of candidates has been developed using the criteria 1-4 listed in the Procurement Strategy section of this RFQ, successful s will be provided the opportunity to give a presentation to the selection committee. Shortlisted candidates are expected to provide information related to budgetary pricing, potential construction cost saving ideas, technical expertise, past experience, minority business utilization

as well as other items they deem appropriate in the presentation. Candidates must exhibit the ability to manage and complete the construction of projects over \$4M. Presentations are to be limited to 15 minutes with 10 minutes of Q&A following the presentation.

Following the interviews, the selected candidate that provides that best value as defined by the Evaluation Factors will be recommend to the County Council to negotiate a GMP.

J. AGREEMENT

Any agreement entered into arising from negotiations following this RFQ will be subject to the following contractual provisions:

a. Term:

The agreement between the selected Contractor and the County shall be a two (2) year term. In the event a successful contractor materially breaches any obligation under the Agreement, the County may terminate the Agreement upon ten written notice.

b. Notice:

Any notice to the County required under the agreement shall be sent by email and mail to Cathy Washington at: cathy.washington@fairfield.sc.gov and Fairfield County Purchasing, Cathy Washington, P.O. Drawer 60; 250 N Walnut St., Winnsboro, SC 29180.

c. Indemnification:

The selected Contractor agrees it will indemnify and hold harmless Fairfield County from contingent liability to others for damages because of bodily injury, including death, that may result from the Contractor's negligent performance under the agreement, and any other liability for damages under which the Contractor is required to indemnify the County under any provision of the agreement.

d. In performance of the agreement the selected Contractor is required to comply with all applicable federal, county and local laws, ordinances, codes and regulations. The Contractor shall be properly licensed and authorized to transact business in the State of South Carolina.

e. Insurance:

The selected candidate shall maintain such insurance as will protect against claims under the Worker's Compensation Act and from any other claims for damages for personal injury, including death, which may arise from operations under the agreement. Automobile insurance shall cover all vehicles owned, hired or non-owned, operated by/or on behalf of the offeror in performance of this agreement. The selected candidate is an independent contractor and is not an employee of the County. During the term of this agreement the successful candidate shall, at its own expense, carry insurance with minimum coverage limits as follows:

- A. Commercial General Liability in the amount of \$1,000,000 per occurrence and with a \$2,000,000 aggregate

- B. Automobile Liability \$1,000,000 per occurrence
- C. Professional Liability in the amount of \$1,000,000 per occurrence and a \$1,000,000 aggregate
- D. Workers' Compensation South Carolina Statutory Limit

Fairfield County requires all suppliers that provide service on Fairfield County property to have workers' compensation coverage.

Prior to the start of work, a Certificate of Insurance shall be furnished to the Purchasing Department as evidence of the existence of such insurance. Certificates shall contain provision for a thirty (30) day prior written notice of cancellation or material change and list Fairfield County Council, Attn: Purchasing, P.O. Drawer 60; 250 N Walnut St, Winnsboro, SC 29180 as certificate holder and additional insured.

- f. Non-discrimination:
In performing the services subject to this RFQ the selected Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin. The selected Contractor shall comply with all federal and county laws, regulations and policies pertaining to the prevention of discriminatory employment practice. Failure to perform under this provision constitutes a material breach of agreement.
- g. Covenant against Contingent Fees:
The selected Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this agreement upon an agreement of understanding for a commission or percentage for the purpose of securing business. For breach or violation of this warranty the County shall have the right to annul the agreement without liability or at its discretion to deduct from the contract price or otherwise recover the full amount of such commission or percentage.
- h. Agreement Documents:
The terms, conditions, and specifications of this RFQ and the selected Contractor's response are to be incorporated, in total, into the agreement. The executed agreement and GMP between the County and the selected candidate shall constitute the agreement between the County and the candidate. These documents contain the entire agreement between the County and the candidate.
- i. Applicable Law:
The laws of Fairfield County and the State of South Carolina shall apply, except where Federal Law has precedence. The selected Contractor consents to jurisdiction and venue in Fairfield County.
- j. Federal, State and Local Laws:
The selected Contractor assumes full responsibility and liability for compliance with any and all local, state and federal laws and regulations applicable to the Contractor and their employees including, but not limited to, compliance with the EEO guidelines, the Occupational Safety and Health Act of 1970, and minimum wage guidelines.
- k. Termination for Convenience

Fairfield County may terminate for convenience any agreement resulting from this solicitation by providing thirty (30) calendar days advance written notice to the contractor.

l. Assignment Clause

The selected Contractor will be required to give the County ninety (90) days' notice in the event of a change in the ownership of this agreement. The County is under no obligation to continue this agreement with an assignee. No agreement or its provisions may be assigned, sublet, or transferred without the written consent of the County.

m. Publicity Release

The selected Contractor agrees not to refer to the award of this agreement in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the County. The Contractor shall not have the right to include the County's name in its published list of customers without prior approval of the County. With regard to news releases, only the name of the County, type and duration of agreement may be used and then only with prior approval of the County. The Contractor also agrees not to publish, or cite in any form, any comments or quotes from the County Staff unless it is a direct quote from the Purchasing Office.

n. Public Record

Fairfield County is a public body and governed by the South Carolina Freedom of Information Act. Documents submitted to the County relating to this Request for Qualifications are subject to requirements of the Freedom of Information Act and may be deemed public records.