

	LEXINGTON COUNTY SCHOOL DISTRICT ONE REQUEST FOR PROPOSALS	Solicitation: RFP2027.5 Date Issued: October 2, 2026 Procurement Officer: ELIZABETH FRANKLIN, CPPB, NIGP-CPP E-Mail Address: efranklin@lexington1.net Mailing Address: Lexington County School District One, Procurement 100 Tarrar Springs Road Lexington, SC 29072
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DESCRIPTION: Construction Manager at Risk Services Maintenance Capital Program Group 1

USING DIVISION/DEPARTMENT: Operations

SUBMIT YOUR OFFER ON-LINE AT THE FOLLOWING URL:

<https://www.beaconbid.com/solicitations/lexington-district-one/register>

SUBMIT OFFER BY (Opening Date/Time): November 2, 2026 at 3:00 P.M. Eastern Time

(See "Deadline for Submission of Offer" provision)

QUESTIONS MUST BE RECEIVED BY: October 7, 2026 at 10:00 A.M Eastern Time

(See "Questions from Offerors" provision) Via Beacon Only

NUMBER OF COPIES: One technical proposal PDF, and one redacted public-copy PDF.

CONFERENCE TYPE: None - Not Applicable DATE & TIME: Not Applicable (See "Conferences - Pre-Bid/Proposal" provision, if added by amendment)		LOCATION: Not Applicable	
AWARD & AMENDMENTS		Award is anticipated to be posted on December 1, 2026. This solicitation, amendments, award, and related notices will be posted at: https://www.beaconbid.com/solicitations/lexington-district-one/open	
You must submit a signed copy of this form with Your Offer. By signing, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of ninety (90) calendar days after the Opening Date. (See "Signing Your Offer" provision.)			
NAME OF OFFEROR (full legal name of business submitting the offer)		Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror. The entity named as the offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, i.e., a separate corporation, partnership, sole proprietorship, etc.	
AUTHORIZED SIGNATURE (Person must be authorized to submit a binding offer to contract on behalf of Offeror.)		DATE SIGNED	
TITLE (business title of person signing above)		EMAIL ADDRESS (business email of person signing above)	
PRINTED NAME (printed name of person signing above)		STATE OF INCORPORATION (If you are a corporation, identify the state of incorporation.)	
EMAIL ADDRESS:			
OFFEROR'S TYPE OF ENTITY: (Check one) (See "Signing Your Offer" provision.) ___ Sole Proprietorship ___ Partnership ___ Other _____ ___ Corporate entity (not tax-exempt) ___ Corporation (tax-exempt) ___ Government entity (federal, state, or local)			

PAGE TWO

(Return Page Two with Your Offer)

HOME OFFICE ADDRESS (Address for offeror's home office / principal place of business)	NOTICE ADDRESS (Address to which all procurement and contract related notices should be sent.) (See "Notice" clause)
	_____ Area Code - Number - Extension
	_____ E-mail Address

PAYMENT ADDRESS (Address to which payments will be sent.) (See "Payment" clause)	ORDER ADDRESS (Address to which purchase orders will be sent) (See "Purchase Orders and "Contract Documents" clauses)
_____ Payment Address same as Home Office Address _____ Payment Address same as Notice Address (check only one)	_____ Order Address same as Home Office Address _____ Order Address same as Notice Address (check only one)

ACKNOWLEDGMENT OF AMENDMENTS Offeror acknowledges receipt of amendments by indicating amendment number and its date of issue. (See "Amendments to Solicitation" Provision)							
Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date

DISCOUNT FOR PROMPT PAYMENT (See "Discount for Prompt Payment" clause)	10 Calendar Days (%)	20 Calendar Days (%)	30 Calendar Days (%)	_____ Calendar Days (%)
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PREFERENCES - A NOTICE TO VENDORS: PREFERENCES DO NOT APPLY.
PREFERENCES - ADDRESS AND PHONE OF IN-STATE OFFICE: PREFERENCES DO NOT APPLY.

End of PAGE TWO

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I SOLICITATION OVERVIEW

A Purpose and single award

Lexington County School District One requests competitive sealed proposals from properly licensed firms for Construction Manager at Risk (CM-R) preconstruction and construction services for the two existing-facility improvements identified as Projects 1-01 through 1-02 in Section III. The preliminary construction planning budget is \$5,400,000.

The District intends to award ONE CM-R contract to ONE responsible Offeror for the entire Group 1 list. Proposals for fewer than all two projects are not requested. There is no contractor pool, rotation, project election, allocation among awardees, or additional award under this RFP. The term “Group 1” identifies this defined set of two projects only.

Contractors are welcome to apply for all CM-R project solicitations (Group #1, Group #2 & Group #3) published by the District; however, a contractor will only be awarded one contract under the current three group CM-R projects.

The contract establishes preconstruction rates, the construction fee, General Conditions pricing methodology, other accepted rates, and project administration terms. It is not an indefinite-delivery, on-call, task-order, or open-ended maintenance contract. Only the two advertised projects may be activated. The District may omit work for funding or changed need, but may not add unrelated work through this procurement.

No federal or grant funds apply to this procurement. A proposed funding change must be reviewed by Procurement before commitment so that any required procurement procedure and clauses are addressed.

B Authority and project delivery

The District Procurement Code, including Sections 1530, 3010 and 3015 and Regulation 2145(N), governs this competitive sealed proposal procurement. Applicable South Carolina law also governs. A separately retained Architect/Engineer (A/E) provides professional design services for each project that requires them.

C Selection sequence

The sequence is technical submission; administrative and responsibility review; preliminary technical evaluation; interview invitations; separate sealed cost submission before the first interview; interviews and any permitted discussions with acceptable or potentially acceptable Offerors; final technical scoring before price access; mathematical cost scoring; final ranking; negotiations beginning with the highest-ranked responsible Offeror; and one intended award. Section VIII states the complete process.

II PROCUREMENT SCHEDULE AND COMMUNICATIONS

Milestone	Date or requirement
RFP and SCBO publication	October 2, 2026
Questions due	OCTOBER 7, 2026, 10:00 A.M. EASTERN TIME
Anticipated final amendment	OCTOBER 9, 2026
Technical proposals and public opening	NOVEMBER 2, 2026 AT 3:00 P.M. EASTERN TIME
Anticipated notice of intent to award	DECEMBER 10, 2026

Dates identified as anticipated are planning dates. Changes to submission deadlines, substantive requirements, or the published interview/cost-delivery procedure will be made by written amendment with

appropriate response time. Finalist invitations confirm individual interview appointments; they do not amend the RFP.

A Procurement Officer; Exclusive Contact

All communications concerning this RFP must be directed in writing through the District's electronic solicitation portal to the Procurement Officer identified on Page One. From issuance through award, Offerors and their agents must not communicate about this procurement with Board members, evaluation committee members, District staff, consultants, the A/E, or other District representatives except through the Procurement Officer. A violation may result in disqualification.

B Questions and Amendments

Questions must be submitted by the deadline and method stated on Page One. Only a written amendment issued by the Procurement Officer can modify this RFP. Oral statements, conference remarks, site observations, or answers from other persons are not binding. Offerors must acknowledge all amendments on Page Two.

C Pre-Proposal Conference and Site Visits

The District will furnish the same information to all attendees. Remarks do not change the RFP unless incorporated into a written amendment. Offerors are responsible for familiarizing themselves with observable conditions, access limits, occupied-school constraints, and logistics relevant to the listed facilities. No destructive investigation is permitted without written District authorization.

Conference and site-visit attendance is optional and is not scored. Offerors may not enter schools or contact school personnel independently. The Procurement Officer will coordinate access and distribute material information to all Offerors by amendment.

D Submission and opening

Upload one complete searchable PDF technical proposal, bookmarked by tab, through the Beacon Bids submission link on Page One. Upload any redacted proposal and separately labeled confidential financial information as additional clearly named files. If a portal limitation prevents an authorized additional file, ask the Procurement Officer before the questions deadline for instructions issued equally to Offerors. Do not email a proposal or use the questions feature as a submission channel.

The portal must receive the proposal before the deadline. Allow time for registration, upload, and receipt confirmation. Modifications or withdrawals before the deadline must use the portal's designated procedure. Late submissions, mistakes, and withdrawals are governed by the District Code and applicable regulations; the District will not waive a material deadline contrary to that authority.

Technical proposals and sealed cost envelopes will be opened publicly at their respective announced times by the Procurement Officer or designee with a witness, with receipt and opening documented. Consistent with District Regulation 2095(C), proposal contents, prices, and competing identities will not be disclosed during opening. The proposal register becomes available at the issuance of award or notice of intent to award, whichever is earlier, subject to applicable public-records law.

III GROUP 1 PROJECTS AND SCOPE

Budgets are planning estimates, not award amounts or promises of expenditure. Any material scope change before proposals are due requires an amendment; after the deadline, changes must remain within the lawfully procured scope.

Project	Facility and Location	Defined Project and Preliminary Scope	Budget	Required Completion
1-01	Lexington Elementary School /116 Azalea Drive, Lexington, SC 29072	Wall Units - Remove existing through-wall classroom HVAC units and replace with new units as specified by the mechanical engineer. Replacement units shall be of comparable size and configuration to utilize existing wall sleeves, penetrations, and electrical circuits. Remove and replace the Building Management System in strict accordance with the mechanical engineering specifications.	\$3,200,000	Construction Start: May 27, 2027 Substantial Completion Date: July 23, 2027 Final Completion Date: October 1, 2027
1-02	North Lake Community Learning Center / 702 Northlake Drive, Lexington, SC 29072	Wall Units - Remove existing HVAC units in the 100 and 200 Wings and replace them with new units as specified by the mechanical engineer. Replacement units shall be of comparable size and configuration to utilize existing wall sleeves, penetrations, and electrical circuits. Remove and replace the Building Management System in strict accordance with the mechanical engineering specifications.	\$2,200,000	Construction Start: May 27, 2027 Substantial Completion Date: July 23, 2027 Final Completion Date: October 1, 2027

B Budget and common project information

Field	Response
Listed projects	2
Total construction planning budget	\$5,400,000
Funding	No federal or grant funds apply. Funding availability is confirmed before authorization.

The preliminary budgets are not contractual ceilings. No GMP or change may exceed the District's separately authorized funding. If proposed construction cost exceeds the available budget, the District may approve scope adjustments, require value analysis, defer or omit work, or decline the proposed GMP. No increase in authorized funding is implied.

Capacity will be evaluated against the published consolidated schedule, including closeout commitments, rather than an assumption that all two projects necessarily require full-time crews simultaneously. The selected CM-R must perform every activated project and has no right to select only preferred projects. It must promptly identify a capacity conflict and propose mitigation for District approval; it may not unilaterally decline or defer an authorized assignment.

Qualified personnel may cover more than one role or project when duties, travel, workload and required site presence permit. Identify combined roles, hours or availability by project and period, and backup coverage. The District evaluates adequacy of coverage, not the number of separate job titles. Do not allocate the same person's hours twice. Separate site supervision remains necessary whenever simultaneous operations cannot safely be supervised by the proposed shared resource.

Existing-condition information will be identified as verified design information, record information, or information requiring field verification. The CM-R must identify discrepancies promptly. Concealed conditions and hazardous materials are governed by Section X and the executed contract, not by an unlimited assumption of undisclosed site risk.

C Program objectives

1. complete the defined improvements safely while schools and support facilities may remain occupied and operational;

2. use early CM-R participation to improve constructability, phasing, logistics, schedule reliability, cost certainty, maintainability, and value;
3. maintain transparent, auditable, open-book pricing and competitive subcontractor procurement;
4. minimize disruption to students, staff, instruction, transportation, food service, athletics, testing, and community use;
5. identify and procure long-lead materials early when authorized and supported by an approved GMP package;
6. coordinate hazardous-material surveys, utility shutdowns, temporary services, life-safety protection, and permitting; and
7. deliver durable, code-compliant work within the approved program budget and required schedule.

IV CM-R SERVICES

A Preconstruction Phase

Preconstruction may begin only under an executed Project-Specific Preconstruction Authorization stating the listed project, services, deliverables, A/E, schedule, fixed loaded rates, authorized hours and not-to-exceed compensation. It authorizes no construction, material purchases or trade subcontracts. The CM-R will work with the District and its separately retained A/E to provide the following authorized services:

1. participate in design-progress, program, coordination, and decision meetings;
2. prepare and maintain a master program schedule and detailed schedules for each proposed GMP package, including design decisions, reviews, permits, bidding, procurement, shutdowns, construction, commissioning, closeout, and occupancy;
3. perform documented constructability, completeness, coordination, maintainability, phasing, logistics, safety, and code-interface reviews at agreed design milestones;
4. evaluate labor and material availability, escalation, market conditions, long-lead equipment, and supply-chain risks;
5. prepare progressively detailed open-book cost models and estimates reconciled to the preliminary construction budget and explain variances;
6. evaluate alternatives, life-cycle implications, energy performance, cost reductions, and value enhancements without reducing required function or quality;
7. develop a subcontracting and bid-package plan that promotes adequate competition, identifies licensing needs, and supports small, minority, women-owned, and local business outreach consistent with law;
8. coordinate site investigations, existing-condition verification, hazardous-material information, temporary utilities, security, badging, and occupied-campus requirements;
9. identify early work only when it can be defined, priced, bonded, permitted, and authorized as a separate GMP package;
10. conduct subcontractor outreach and competitive bidding; analyze bids; document scope leveling; recommend awards; and preserve the procurement record;
11. prepare each proposed GMP with supporting bid tabulations, assumptions, clarifications, exclusions, allowances (only when unavoidable), schedule, contingency, bonds, insurance, and cost matrices sufficient for District review and negotiation; and
12. provide other services expressly included in the Project-Specific Preconstruction Authorization and reasonably necessary to establish a reliable scope, schedule, and GMP for that project.

B Construction Phase

1. furnish construction management, supervision, labor, materials, equipment, temporary facilities, and administration necessary to complete each authorized GMP;

2. obtain and maintain permits, bonds, insurance, safety programs, schedules, submittal logs, RFI logs, change logs, testing coordination, and daily records;
3. manage subcontractors and suppliers, enforce quality requirements, and remain fully responsible for the Work regardless of subcontracting;
4. coordinate work around District operations and provide advance written shutdown, access, noise, dust, odor, and life-safety plans;
5. maintain separation from students, secure work zones, comply with District access and background-screening requirements, and immediately report safety or security incidents;
6. provide cost control, monthly reporting, schedule updates, payment applications, forecasts, contingency logs, and reconciliation of buyout and savings;
7. coordinate testing, special inspections, commissioning, training, attic stock, warranties, operations and maintenance manuals, record documents, and closeout;
8. achieve Substantial Completion, Final Completion, and corrective work obligations for every GMP package; and
9. support District audits and provide complete cost, bidding, subcontract, and payment records.

C Separately Retained A/E

The District separately retains the A/E applicable to each project. The A/E must be authorized before the related CM-R preconstruction begins unless the District documents that professional design is not required and that CM-R remains appropriate. The CM-R does not hold the A/E contract or replace the A/E's professional judgment. Delegated design must be performed by appropriately licensed professionals and expressly identified in the construction documents.

For Projects 1-01 and 1-02, if the District confirms issued-for-construction design before CM-R award, the preliminary remaining preconstruction scope is limited to:

- (1) constructability and completeness review of issued documents;
- (2) existing-condition verification and discrepancy identification;
- (3) subcontracting and bid-package planning;
- (4) competitive trade bidding, scope leveling and bid analysis;
- (5) long-lead identification and procurement planning;
- (6) phasing, logistics and occupied-campus sequencing; and
- (7) GMP preparation.

Each authorization must identify the needed deliverables, authorized hours by classification and not-to-exceed compensation. Redundant schematic/design-development reviews and professional design production are not compensable CM-R services. The separately retained A/E resolves design discrepancies; any delegated design must be expressly identified under this section.

For Projects 2-02, 2-04 and 2-05, the published design register must identify remaining design milestones and the corresponding services from Section IV.A. If their design is completed before authorization, the same completed-design limits apply. No listed service is automatically payable without the project authorization.

V CONTRACT AND GMP STRUCTURE

A Agreement and term

One CM-R agreement will govern Projects 1-01 through 1-02 using the standard AIA A133–2019 and A201–2017 editions, modified by Attachment J and the issued RFP amendments. The District will not purchase or supply licensed AIA forms. The selected CM-R shall furnish properly licensed project documents and incorporate the published District modifications before signature. Attachment J states the required preparation, review and execution procedure; no different AIA edition or contractor-edited baseline is accepted without express District approval.

The agreement begins upon execution and remains in effect through completion and final acceptance of the two authorized projects, final payment and required closeout, unless terminated earlier. There are no renewal options or authority to add unrelated projects. Warranties, corrective work, audit, confidentiality, indemnification and accrued claims survive as their terms require. Accepted rates and markups remain maximums throughout performance; they are not subject to automatic annual escalation.

B Project activation

An official may bind the District only within actual delegated authority. Neither the role labels in a form nor a purchase requisition independently grants signature authority.

Each listed project requires a Project Activation Record and Project-Specific Preconstruction Authorization before compensable preconstruction. Construction requires an executed GMP or fixed-price amendment, verified bonds, insurance and permits, and a separate written Construction Notice to Proceed. Oral direction, meetings, site access and preliminary discussions do not authorize compensation.

C No minimum guarantee

The District does not guarantee activation of every project, expenditure of the total planning budget, or a minimum preconstruction fee. The selected firm must offer rates for the complete Group 1 program without conditioning them on a minimum project count or value. Omission of work does not permit recovery of lost fee or profit on unperformed work.

D Preconstruction compensation

Payable preconstruction labor equals accepted loaded hourly rates multiplied by approved actual hours for authorized services, subject to the written not-to-exceed amount. Routine travel, overhead, profit, software, printing and ordinary expenses are included. No separate actual-cost reimbursement is authorized. An exceptional third-party service means specialized work outside the CM-R's ordinary management duties and loaded-rate inclusions, such as a specifically required independent materials investigation or specialist diagnostic test not already assigned to the A/E or an owner consultant. A CM-R affiliate or subcontractor performing ordinary estimating, scheduling or management does not qualify merely because it invoices separately. Before any commitment, the District must determine necessity, scope, procurement authority, absence of duplicate charges and price reasonableness, and either procure the service separately or authorize a fixed amount, fixed rate or fixed formula with a not-to-exceed limit. This advance-approval requirement applies at every dollar amount; a receipt alone creates no payment entitlement.

Preconstruction compensation is outside the GMP and may not be recovered again in General Conditions, eligible Cost of the Work, construction fee, contingency or change markup. Additional classifications require advance written approval and a rate no greater than the most closely comparable accepted classification unless a lower negotiated rate applies; this provision does not authorize a material expansion of scope.

E GMP components and conditions

Each GMP identifies eligible Cost of the Work, project-specific General Conditions, the construction fee and its base, separately listed allowances, contingency, bond premium, builder's risk and any expressly approved item. It includes scope, design revisions, bid tabulations, schedule, exclusions, assumptions, unit prices, funding and supporting cost data. Cost or pricing data and certifications must be furnished when required by District Section 1830 and Regulation 2120.

Ordinarily one GMP will be used for each listed project. Before contracting for an early or phased GMP before all preconstruction services and final drawings are complete, the Procurement Officer must make the written determination required by Regulation 2145(N)(6). The authorized portion must be sufficiently defined, funded, bonded, permitted and coordinated with later portions. No construction, early procurement or trade subcontract commitment is authorized before the applicable executed GMP and written release.

F Trade competition and self-performance

The CM-R must invite competitive bids for all major construction components using written scopes and schedules reviewed by the District and A/E. Document outreach, bids, scope leveling, qualifications, price reasonableness and recommendations. The District may require witnessed openings, rebidding or further competition. District review does not relieve the CM-R of responsibility for subcontract performance.

For a specialty package receiving only one acceptable bid, the CM-R must document firms solicited, outreach, time allowed, restrictive conditions, reasons for nonparticipation when known, scope review and price reasonableness using available estimates, comparable work or cost data. Before a subcontract commitment, Procurement will document whether to accept the recommendation, require further outreach or rebidding, or use another lawful approach. One bid does not itself establish adequate price competition or excuse required cost or pricing data. A single acceptable bid is not “no acceptable bids” and does not permit CM-R self-performance under Regulation 2145(N)(8).

Under District Regulation 2145(N)(8), the CM-R may not self-perform construction work for which subcontractor bids were invited unless no acceptable bids are received or a subcontractor fails to perform. Any permitted self-performance requires advance written District approval and documented reasonable pricing. Approval based solely on convenience or best interest does not override this restriction. District Section 4210 does not apply to a CM-R subcontractor bid process; subcontract disputes follow the applicable contract and law.

G Open-book records and savings

The District may inspect and audit project and subcontract records during performance and for at least three years after final payment, disallow improper charges and recover overpayments. Records subject to a longer applicable retention period, pending claim or audit must be retained accordingly. The CM-R bears costs above the GMP except to the extent a duly authorized change increases it. Buyout savings, unused contingency and unused allowances accrue entirely to the District and reduce the final amount payable. They do not increase the CM-R fee.

H Failure to establish a GMP

The District is not required to accept a proposed GMP. If negotiations fail, it may terminate the construction-phase right for the affected project, complete design and procure remaining construction by another lawful method. It will pay only accepted, authorized preconstruction services and other termination amounts expressly due under the executed agreement. It will not automatically transfer work to a lower-ranked proposer under this RFP.

I Alternatives and allowances

Do not submit priced alternatives with the technical proposal. During authorized preconstruction, the CM-R may recommend design alternatives for A/E and District review; an accepted alternative becomes part of the defined GMP scope. Allowances must be necessary, separately identified, supported and reconciled to actual allowable use. The same costs may not appear in both an allowance and base Cost of the Work.

VI MINIMUM QUALIFICATIONS

Licensing required to offer the proposed services must be current at the technical proposal deadline and maintained during performance. Legal authorization to transact business must be established no later than contract execution. Required proposal evidence and continuing performance conditions are distinguished below. Responsibility is determined separately from comparative scoring.

Requirement	Evidence and standard
Legal entity	Identify one contracting legal entity and all former names. Provide evidence of authority and good standing to transact business in South Carolina before execution.

Requirement	Evidence and standard
Licensing	Provide the current South Carolina General Contractor license in the Offeror's legal name, with classifications and group sufficient for its proposed prime-contractor role and project value. Provide any additional mechanical or specialty authorization required by applicable law and identify licensed trade/delegated-design needs. Supply construction-management registration or letter-of-intent evidence only to the extent required by LLR for the services offered; a separate CM registration is not a substitute for the required contractor license. Bonding capacity is distinct from a license-group limit.
Bonding	Provide the Attachment E surety letter showing single-project and available aggregate capacity sufficient for the two-project schedule and concurrent obligations. Bonds are required before construction, not with the initial technical proposal.
Financial capacity	Provide Attachment E, financial capacity information and requested statements demonstrating resources to perform the proposed work.
Relevant experience	Document comparable CM-R work and performance using Attachments C and D. Prior Lexington One work is not required.
Staff and capacity	Identify qualified project executive, preconstruction manager, estimator, project manager, superintendent and safety/quality resources with availability sufficient for overlapping projects. Qualified individuals may combine roles where duties and documented availability permit; show site coverage and backup without double-counting time.
Safety	Provide Attachment F and supporting information demonstrating an effective safety program and ability to manage occupied-school risks. No unpublished numerical EMR cutoff will be applied.
Eligibility and insurance	Provide Attachment H disclosures and evidence of ability to obtain Section X insurance. No suspension, debarment or other legal ineligibility may bar award.

An omission will be handled under the District Code according to whether it is material, a minor informality, a permissible clarification, or a responsibility matter. A statutory license deficiency cannot be cured through a procedure inconsistent with applicable law. The District may verify licenses, surety information, references, financial statements and commitments directly.

VII TECHNICAL PROPOSAL REQUIREMENTS

A Format and pricing separation

Submit one searchable PDF with bookmarks corresponding to Tabs 1-14, on 8.5 by 11-inch pages, except schedules/charts may use 11 by 17-inch pages. Use at least 10-point text. The limit is 40 single-sided pages excluding signed Page Two, tab dividers, table of contents, required forms, financial information, licenses and the redacted copy. Each face of an oversized page counts as one page. Required-form exclusions do not permit unrelated narrative appendices to evade the page limit.

Do not include proposed hourly rates, fee percentages, General Conditions prices, bond rates or proposed change markups for THIS RFP. Historical project budgets, final costs and historical fees specifically requested in Attachment C are permitted. Submit Attachment G only as a separate sealed cost proposal under Section VIII.

B Required organization

Attachments K-M are administration forms; do not execute them with the technical proposal. Material omissions are handled under Section VIII.

Tab	Content	Requirement
1	Signed Page Two	Complete all entity, signature, license, address, and amendment fields.
2	Executive Summary and Program Commitment	Confirm one integrated proposal for the complete listed program and capacity to perform every listed project.

Tab	Content	Requirement
3	Firm Profile and Capacity	Organization, offices, years in business, ownership, licenses, financial capacity, bonding, workload, and resources.
4	Proposed Team	Organization chart; resumes; roles; licenses; relevant experience; availability; current commitments; continuity and substitution plan.
5	Similar CM-R Experience	At least five projects, emphasizing occupied K-12 or comparable maintenance/renovation programs, early CM involvement, GMP structure, original/final budget, schedule, and client/A/E contacts. Detailed experience with Office of School Facilities (OSF) compliance, including plan review procedures, building permit acquisition, and SC public school construction regulations. Apply the comparability definition and dollar benchmarks in Attachment C; no undisclosed minimum project value applies.
6	CM-R Management Approach	Preconstruction, estimating, constructability, phasing, logistics, long-lead procurement, bid packaging, subcontractor competition, GMP development, change control, closeout, and collaboration.
7	Integrated Program Plan	Provide one integrated narrative and milestone schedule addressing all listed projects, constraints, design decisions, procurement, GMP strategy, sequencing, staffing, and final completion.
8	Cost and Schedule Performance	Evidence of on-time, on-budget, and on-schedule results; explain variances, contingency use, claims, and lessons learned. Document experience with Office of School Facilities (OSF) compliance, plan reviews, building permits, and SC public school construction regulations.
9	Safety and Occupied-Campus Controls	Safety metrics, program, student/staff separation, badging, emergency response, indoor environmental controls, shutdowns, and incident reporting.
10	Quality and Closeout	Quality-control plan, testing/inspection coordination, commissioning, punch list, training, warranties, record documents, and corrective work.
11	Subcontracting and Outreach	Competition plan, bidder development, scope leveling, self-performance policy, and lawful outreach to small and diverse businesses.
12	Risk Register	Top program risks, likelihood/impact, owner, mitigation, decision deadlines, and treatment in schedule or GMP.
13	Disclosures	Claims, litigation, terminations, defaults, safety citations, criminal matters, conflicts, prior-study participation, and requested exceptions.
14	Forms	Complete Attachments A-F and H-I. Review Attachments J-M and state any exceptions only in Attachment I. Do not submit Attachment G until invited to interview.

VIII EVALUATION INTERVIEWS AND AWARD

A Committee and procurement controls

The District's final selection authority will appoint the evaluation committee, ordinarily at least five voting members, with nonvoting technical advisors as needed. The Procurement Officer administers communications, receipt of proposals, procedural compliance and mathematical cost scoring.

Only appointed voting members score proposals. Nonvoting advisors may provide documented technical advice.

B Published factors and point allocations

Factor	Pts	What the committee evaluates
Qualifications and availability of assigned staff	20	Qualifications, relevant experience, role clarity, continuity and credible availability of the actual proposed team; backup and substitution plan. Primarily Tabs 4 and 7 and Attachment B.
Similar CM-R experience and performance	20	Comparable occupied-facility projects; early CM-R contributions; documented schedule and budget results; estimating accuracy, claims and references. Detailed experience with Office of School Facilities (OSF) compliance, including plan review procedures, building permit acquisition, and SC public school construction regulations. Primarily Tabs 5 and 8 and Attachments C-D.
Program understanding and CM-R management approach	20	Understanding of all two projects; integrated schedule; remaining preconstruction tasks; trade competition; GMP development; risk mitigation; campus protection, quality and closeout approach. Primarily Tabs 6-7 and 9-12.
Ability and resources to perform	15	Credible staffing deployment, workload, management systems, subcontractor outreach, procurement/logistics and resources to execute concurrent work. Primarily Tabs 2-3, 7 and 11 and Attachment B.
Financial bonding and safety capacity	13	Strength and credibility of available financial/bonding capacity relative to the program; safety performance trends, controls and corrective actions. Comparative strengths and risks beyond minimum eligibility. Primarily Tabs 3 and 9 and Attachments E-F.
Proposed cost	12	Mathematical evaluation of Attachment G, calculated by Procurement.
Total	100	88 non-cost points plus 12 cost points.

The tab references are response guides, not additional criteria. Evaluators may use relevant information elsewhere in the proposal and documented references only as it relates to a published factor. The District will avoid counting the same strength twice merely because it appears in multiple tabs. Meeting a minimum requirement does not automatically earn maximum points.

For the 13-point Financial, Bonding and Safety Capacity factor, document three distinct findings: financial resources and liquidity in relation to backlog and projected cash needs; available single-project and aggregate bonding capacity for the published overlap; and safety trends, occupied-site controls and corrective action effectiveness. Assign one overall 0–5 rating supported by all three findings. There are no separate subweights, numerical cutoffs or additional points within this factor.

Cost component	Maximum points
Preconstruction hourly-rate index	3
Construction-phase fee percentage	4
General Conditions monthly evaluation amount	3
Bond and builder's-risk rate index	1

Cost component	Maximum points
Other change-work markup index	1
Total	12

C Administrative review and preliminary technical evaluation

Procurement reviews timeliness, signature, required forms, proposed exceptions, licensing and other material requirements. Before discussions, proposals are classified in writing as acceptable, potentially acceptable or unacceptable under District Regulation 2095(I). Acceptable proposals are reasonably susceptible of award; potentially acceptable proposals may become acceptable through permitted discussions.

Each voting member independently evaluates eligible technical proposals against the five non-cost factors, without proposed price information. The preliminary committee score is the mean of members' 88-point totals. These preliminary scores support the review and interview/discussion process; they are not carried forward as an additional score.

The District will invite all Offerors classified as acceptable or potentially acceptable to interviews and any discussions. This RFP does not impose an arbitrary top-three or top-four cutoff or an unpublished minimum score. An unacceptable proposal will not advance. The District may seek clarification, investigate responsibility, reject proposals or cancel as permitted by its Code.

D Scoring scale and references

For each non-cost factor, a member assigns an integer rating from 0 to 5 and converts it to points: factor points = rating ÷ 5 × published factor maximum.

Rating	Meaning
5	Exceptional response: comprehensive and highly credible, with material strengths and very low identified performance risk.
4	Strong response: fully addresses the factor, with clear strengths and manageable minor weaknesses.
3	Adequate response: addresses the factor with a credible approach and manageable weaknesses.
2	Weak response: partly addresses the factor; significant gaps or risks reduce confidence.
1	Poor response: limited relevant support and major unresolved weaknesses or risks.
0	No usable response or relevant support for the factor.

A numerical rating does not cure a material nonconformity. Procurement separately determines whether a proposal may lawfully remain eligible. References are used under the relevant published factors, without separate undisclosed points. The District will use a consistent reference-question framework, document contacts, and distinguish verified information from unsupported statements. A reference's failure to respond is not by itself adverse performance evidence.

The common reference topics are: the firm's actual role and key personnel; scope and occupied-facility complexity; estimate accuracy and original-to-final budget/GMP changes; original-to-final schedule and causes of delay; constructability contributions; trade competition and open-book transparency; staffing, communication and collaboration; safety and campus protection; quality, closeout and warranty response; and claims, corrective actions and willingness to use the firm again, with reasons.

Reference evidence informs only the corresponding published factors.

E Interview procedure

Each invited firm receives the same core topics, duration and available information. Each interview is 60 minutes: 5 minutes for team introduction; 20 minutes for the firm's Group 1 execution plan; 25 minutes for committee questions and scenarios; and 10 minutes for clarification and closing. The Procurement Officer will provide the appointment, location or approved virtual link, presentation-delivery instructions and any common scenarios in writing to all invited firms with equal preparation time.

The proposed project executive, preconstruction lead, project manager and lead superintendent must participate; one person may cover more than one proposed role if the proposal identifies that arrangement. The team expected to perform the work must explain its own approach. Proposed substitutions must be disclosed and evaluated under the same personnel criteria, subject to any necessary formal discussion process. Four separate attendees are not required where the proposal assigns these roles to fewer qualified individuals. Each attendee must address every role assigned to that person; combined roles receive no automatic penalty.

All firms receive the same core questions. Proposal-specific follow-up questions may differ to resolve the particular response; they must remain within the published factors. No proposed price is to be discussed or displayed during the technical interview. Historical project costs may be discussed when relevant to experience. Interviews receive no separate points; their evidence informs the final ratings for the same five non-cost factors.

For a material technical failure during a virtual interview, Procurement will pause or reschedule the affected portion and provide the same substantive time and opportunity. No firm receives extra scored presentation time because of a technical interruption.

F Clarifications discussions and limited revisions

Clarifications may resolve minor informalities or explain an existing response without a material rewrite. If an exchange involves a deficiency, uncertainty, suspected mistake or a necessary proposal revision, Procurement will conduct and document formal discussions under Section 1530(6) and Regulation 2095(I). Interviews do not independently authorize an Offeror to substitute an entirely new proposal.

If discussions are conducted, Procurement will exchange information with all acceptable or potentially acceptable Offerors, identify in writing deficiencies that would cause rejection, attempt to resolve uncertainties and suspected mistakes, and allow reasonable written revisions only to the extent necessary to resolve matters raised. Offerors receive fair and equal opportunities, though the subject of each firm's discussion may differ. Revisions must be received through the specified secure method by the written deadline. Competitors' confidential information will not be disclosed.

An oral statement does not amend this RFP or a commercial term. Procurement will document material interview clarifications and require written confirmation where needed. Any price revision permitted during formal discussions must remain separate from technical information and be securely sealed until cost evaluation. No price revision is accepted merely because another firm's price is lower.

G Sealed cost delivery and controlled opening

Every invited firm must submit one signed Attachment G in a sealed envelope by the SAME deadline stated in Section II, before the first scheduled interview. Delivery at a later individual interview does not satisfy that common deadline. Hand delivery and courier delivery are permitted.

Email and portal uploads are not authorized for Attachment G.

Deliver to **Elizabeth Franklin, Procurement Office, Lexington County School District One, 100 Tarrar Springs Road, Lexington, SC 29072**. Mark the sealed envelope: **"SEALED CM-R Group 1 COST PROPOSAL,"** the RFP number, Offeror's legal name and the cost due date/time.

Courier and early hand deliveries are accepted only at the District Front Office location during 8am-4:30pm Monday thru Friday, excluding District and Federal Holidays. Delivery to another school, an unattended entrance, a drop box or another District office is not receipt at the designated location. Offerors using

remote interviews should arrange delivery before the common deadline and verify receipt through the Procurement Officer.

Offerors bear delivery risk, including courier delay. A remote interview does not excuse physical delivery. A missing or late cost proposal will be handled under the District Code and published submission rules; Procurement cannot promise an exception for courier failure. Any general deadline extension must be issued by written amendment.

H Final scores ranking and responsibility

After interviews, references and any permitted technical revisions, every voting member must re-score all five non-cost factors using the complete proposal and interview record, even if a particular factor's rating is unchanged. These final scores replace preliminary scores and must be locked before price access. Each member's final total is the sum of five factor points, maximum 88. The compiled non-cost score is the arithmetic mean of all voting members' final totals, rounded to two decimals. Procurement calculates each cost component under Attachment G, rounds each component to two decimals, and adds them for a maximum 12-point cost score. Final total equals compiled non-cost score plus cost score, maximum 100.

Rank eligible proposals from highest to lowest final total. If totals tie after rounding, use the higher compiled non-cost score; then the higher mean Program Understanding and Management Approach score; then the higher mean Staff Qualifications and Availability score; then a documented impartial lot drawing with notice to tied Offerors. Responsibility remains a separate pass/fail determination before award.

The committee may discuss evidence and reconcile factual misunderstandings, but members retain independent judgment. A score may not be changed merely to achieve a desired ranking. If a factual error discovered after cost opening requires correction, Procurement must document the reason, scope and equal treatment; it is not a new discretionary interview score.

I Negotiations and one award

The District will negotiate first with the highest-ranked responsible Offeror for one contract covering all two projects. Negotiations may address authorized preconstruction scope and hours, rates at or below accepted maximums, General Conditions implementation, staffing, schedule, permissible exceptions and other matters within the advertised scope. Negotiation is not an undisclosed comparative rescoring.

If a satisfactory contract cannot be reached, Procurement may document the result, terminate those negotiations and proceed to the next-ranked responsible Offeror, sequentially. No runner-up receives a standing contract, reserve award or automatic right to an omitted project. The District may instead cancel or resolicit as permitted by law. If Procurement elects a best-and-final-offer process under Section 1530(8)(c), all responsive Offerors must receive the authorized opportunity and revised offers must be reevaluated and reranked under the published factors.

Award is to the responsible Offeror determined in writing to provide the most advantageous proposal under the published factors and lawful negotiations. It is subject to funding, approvals, notice of intent to award, the applicable statutory stay/protest process and execution by authorized parties.

IX GENERAL SOLICITATION CONDITIONS

Proposal Validity

Proposals remain valid for 120 calendar days after the deadline unless the District agrees in writing to an extension.

Public Records and Confidentiality

Proposals become District records subject to the South Carolina Freedom of Information Act after the applicable disclosure point. The Offeror must conspicuously identify specific information it believes is exempt, state the legal basis in Attachment I, and submit a redacted copy. Marking an entire proposal confidential is ineffective. The District makes the final disclosure determination.

Ownership of Proposals

Submitted proposals become District property and will not be returned. Copyright does not prevent lawful District evaluation, retention, disclosure, or use to administer the procurement.

Ethics and Gratuities

Offerors must comply with applicable ethics, gratuity, kickback, lobbying, and conflict-of-interest laws. No person may offer anything of value to influence this procurement.

Independent Proposal / Non-Collusion

The proposal and Cost Proposal must be independently prepared without collusion, price fixing, bid rotation, market allocation, or agreement to restrain competition.

Responsibility Information

The District may request financial, safety, licensing, bonding, workload, claims, integrity, reference, subcontractor, or other information reasonably necessary to determine responsibility. Failure to provide it promptly may be grounds for rejection.

No Contingent Fees

The Offeror certifies it has not retained a person to solicit or secure the contract for a contingent fee except a bona fide employee or established commercial selling agency.

Taxpayer and Eligibility Compliance

The Offeror must maintain all required registrations, licenses, permits, and tax compliance and must disclose suspension, debarment, or other ineligibility.

Illegal Immigration

By signing Page Two, the Offeror certifies compliance with applicable Title 8, Chapter 14 of the South Carolina Code and agrees to provide compliance or nonapplicability documentation on request. It shall require applicable compliance and flow-down obligations in subcontracts and sub-subcontracts.

Drug-Free Workplace

By signing Page Two, the Offeror certifies that, if awarded a contract, it will comply with applicable provisions of the South Carolina Drug-Free Workplace Act, Title 44, Chapter 107.

Prohibited Boycotts and Statutory Certifications

By signing Page Two and entering the contract, the Offeror represents that it is not currently engaged in, and agrees that it will not engage in, a boycott prohibited by S.C. Code Section 11-35-5300. The statutory definitions and exceptions apply. The Contractor must maintain this representation and agreement during performance.

Protests

District Code Section 4210 governs protest rights. A solicitation protest must be received by the Chief Business Official within fifteen days of issuance of the solicitation, or the amendment if that amendment is challenged. For an award protest, written notice of intent to protest must be received within seven business days after the award or notice of intent to award, whichever is earlier, is posted and sent as required; the written protest must then be received within fifteen days of that posting and sending. A matter that could have been raised as a solicitation protest may not be deferred to an award protest.

The written protest must state its grounds and the relief requested with sufficient detail to identify the issues. Identify the protesting party, its contact information, RFP2027.5, and the action challenged. Notices

of intent, protests, and review requests must be received by the Chief Business Official within the applicable deadline.

File by hand, courier, or mail directed to the Chief Business Official at:
Chief Business Official
Lexington County School District One
100 Tarrar Springs Road
Lexington, SC 29072

Electronic filing is also permitted:

send to cgillespie@lexington1.net , with a copy to efranklin@lexington1.net .

Use the subject line “RFP2027.5 — Protest” or “RFP2027.5 — Request for Review,” as applicable.

Timely receipt by the Chief Business Official controls; dispatch, mailing, or an unsuccessful transmission does not establish receipt. A Beacon Bid question is not a protest and does not extend a filing deadline. The after-award Notice clause does not change protest or appeal filing requirements.

Other procurement conditions

The District may reject any or all proposals, cancel or amend this RFP, waive minor informalities, verify information and take other action authorized by the District Code. It will document required determinations. Proposal preparation, interview and negotiation expenses are the Offeror’s responsibility. An intent to award is not authorization to begin services.

Offerors must examine all documents and submit questions about ambiguities before the stated deadline. An exception must identify the affected requirement and proposed replacement in Attachment I. An undisclosed condition, hyperlink to standard terms, invoice term or click-through term does not modify the District’s contract. Material exceptions may cause rejection.

No assignment, transfer or novation of the contract is effective without the District’s authorized written approval. The Contractor remains responsible for approved subcontractors. No person is authorized to waive a requirement by oral statement. Applicable nondiscrimination and equal-employment laws must be observed.

For goods incorporated in the work, the Contractor shall comply with applicable S.C. Code Section 11-35-5330 restrictions concerning out-of-state prison labor. The Contractor must notify Procurement promptly of any change affecting licensing, eligibility, ownership, financial condition, insurance or bonding capacity.

X SPECIAL CONTRACT REQUIREMENTS

A Bonds

No proposal bond or preconstruction performance/payment bond is required for this RFP. Before construction or an authorized early construction release, furnish performance and payment bonds each equal to 100% of the applicable GMP or designated construction portion, using Attachment M. Maintain coverage for approved increases and concurrent obligations. Each bond requires a current power of attorney. Sureties must satisfy District Regulation 2145(C), including SC authorization, the required minimum A rating and financial strength requirements; the District will not require a particular surety, agent or broker.

B Insurance

Coverage		Minimum Requirement
Workers’ Compensation	/	Statutory South Carolina workers' compensation; employers' liability of \$1,000,000 each accident.
Employers’ Liability		

Coverage	Minimum Requirement
Commercial General Liability	\$1,000,000 each occurrence; \$2,000,000 general aggregate per project; \$2,000,000 products-completed operations aggregate; occurrence form; completed-operations coverage maintained for eight years after Final Completion.
Automobile Liability	\$1,000,000 combined single limit for owned, hired, and non-owned automobiles.
Builder's Risk / Property	CM-R will provide full completed value of each GMP, including temporary works, materials in transit and off-site storage, testing, ordinance or law, debris removal, and existing property to the extent stated in the GMP.
Professional liability	Professional liability: \$1,000,000 per claim / \$2,000,000 aggregate for delegated design.

The CM-R is the builder's-risk provider for the advertised program. It must price the coverage required by the published scope and insurance schedule; District-provided builder's risk is not an assumed pricing option. The District and other parties with an insurable interest must be included as their interests appear. The GMP must identify insured values, existing-property coverage and deductibles without reducing the published coverage.

Provide certificates and required endorsements before the relevant services start and on renewal. CGL, automobile must include the District as additional insured for the Contractor's operations to the extent available under the required coverage; CGL must include ongoing and completed operations, primary/noncontributory treatment and waiver of subrogation where legally permissible. The Contractor bears its deductibles and must notify the District promptly upon learning of cancellation or material reduction and replace coverage before a lapse.

C Payment retainage and subcontractors

Submit monthly itemized payment applications to the District's designated project manager and A/E, with the approved schedule of values, supporting invoices and time records, subcontract payment information, stored-material evidence, change and contingency logs, and required releases. Preconstruction invoices must identify project, authorized role, date, task, actual hours and accepted fixed rate. No advance payment is authorized.

For covered construction payments, the District will pay undisputed amounts within twenty-one days of receipt as required by S.C. Code Section 29-6-30, subject to lawful grounds for withholding under Section 29-6-40. The CM-R must pay subcontractors within seven days of receipt of corresponding funds. Statutory interest and remedies under Section 29-6-50 apply where required. The same twenty-one-day period applies contractually to undisputed authorized preconstruction invoices. Identify disputed items promptly; review routing does not extend a statutory deadline.

Construction retainage is 3.5% of progress payments and may not exceed the maximum in District Section 3030(4). Retained funds allocable to a separately completed and certified division of work must be released as required by that section; the prime contractor must release the corresponding subcontract retainage within ten days of receipt. The GMP and subcontracts must follow these requirements.

D Changes and Contingency

No change to scope, GMP, or time is effective without a written change instrument executed by authorized parties. The CM-R may not proceed with changed work without required approval except under a properly issued emergency or change directive. CM-R contingency is not available for District-directed scope or design changes; use must be documented in a current contingency log. Unused contingency returns to the District at final reconciliation.

E Schedule and Liquidated Damages

Each GMP states commencement, substantial completion, final completion and interim milestones.

F Safety, Security, and Occupied Facilities

The CM-R controls construction means, methods, sequencing and safety. Follow applicable OSHA, life-safety, environmental and District campus requirements, including identification, background screening, student separation, tobacco/weapon restrictions and emergency procedures. Submit plans and obtain approval before work affects egress, fire protection, utilities, air quality or security.

G Hazardous Materials and Existing Conditions

The District will furnish identified existing hazardous-material surveys and arrange additional owner-required investigation and abatement outside the CM-R scope unless the published project documents expressly allocate a defined package to the CM-R. The CM-R is responsible for materials it introduces and its negligent disturbance. It must stop affected work, secure the area and promptly notify the District/A/E upon encountering suspected hazardous material or a materially differing concealed condition. It may not disturb asbestos, lead, mold, PCBs or other regulated material without authorized procedures and qualified personnel. Necessary changes to time or compensation are determined under the executed contract; unaffected safe work continues.

The design document register must disclose available hazardous-material and existing-condition reports, their dates, known limitations and unsurveyed areas. For fire-alarm penetrations, roof removal and pond excavation, identify known suspect materials or environmental conditions and responsibility for additional investigation, disposal and abatement. Missing reports are not a representation that hazards are absent. Unquantified hazardous-material work is not included by an unlimited assumption; any authorized CM-R package must have a defined scope and pricing basis before commitment.

H Warranties, Closeout, and Corrective Work

Provide commissioning and acceptance records, training, spare materials, manuals, record documents, warranties, final releases and surety consent. The corrective-work period is at least one year after substantial completion and does not limit longer manufacturer warranties or statutory rights.

I Indemnification and District protections

To the fullest extent permitted by law, the CM-R shall indemnify and hold harmless the District and its officers and employees from third-party claims, damages, losses and expenses to the extent caused by negligent or wrongful acts or omissions of the CM-R or persons for whom it is responsible. This obligation does not require indemnification for the District's sole negligence or any indemnity prohibited by law. The District does not waive immunity, indemnify another party, accept out-of-state law or venue, or incur obligations beyond lawful appropriations.

J Suspension termination and nonappropriation

The District may suspend performance by written direction and terminate for cause or convenience under the executed agreement. For convenience termination, compensation is limited to accepted authorized work, properly incurred and documented unavoidable commitments, and reasonable approved demobilization, less payments already made, credits and avoided costs. No anticipatory profit is payable on unperformed work. The CM-R must mitigate costs and preserve work and records. District obligations remain subject to lawful appropriations and available funding.

K Governing law and precedence

South Carolina law and the District Procurement Code govern. Venue lies in Lexington County unless controlling law requires otherwise. Attachment J establishes the contract-document order of precedence. A project instrument changes a master commercial term only if it expressly identifies the departure and is approved and executed by officials with authority to make that change.

ATTACHMENT A TECHNICAL PROPOSAL CHECKLIST

Offeror: _____ RFP: _____

Confirm one integrated proposal for all two Group 1 projects and sufficient capacity for their overlapping schedules. Partial-project proposals are not requested.

- ☐ Signed solicitation Page Two and confirmation of a proposal for the complete program
- ☐ Executive Summary
- ☐ Firm Profile and Capacity
- ☐ Proposed Team and organization chart
- ☐ Similar CM-R Experience
- ☐ CM-R Management Approach
- ☐ Integrated program plan and master schedule covering every listed project
- ☐ Cost and Schedule Performance
- ☐ Safety and Occupied-Campus Controls
- ☐ Quality and Closeout
- ☐ Subcontracting and Outreach
- ☐ Program Risk Register
- ☐ Disclosures and requested exceptions
- ☐ Attachment B - Firm, Team, and Licensing Form
- ☐ Attachment C - Similar Project Form(s)
- ☐ Attachment D - Reference Form(s)
- ☐ Attachment E - Bonding and Financial Capacity
- ☐ Attachment F - Safety Questionnaire
- ☐ Attachment H - Certifications and Disclosures
- ☐ Attachment I - Exceptions and Confidentiality Claims
- ☐ Redacted proposal copy, if applicable
- ☐ No proposed pricing for this RFP is included in the technical proposal. Historical cost information requested in Attachment C is permitted.

The authorized signature on solicitation Page Two certifies the program commitment and checklist.

ATTACHMENT B FIRM TEAM AND LICENSING

Field	Response
Legal name / former names	_____
Year established / years under current name	_____
Principal office / South Carolina office	_____
Primary contact	_____
Ownership / parent / affiliates	_____
Construction-management registration or LLR filing, if applicable	_____
SC General Contractor classification, group, number, and expiration	_____
Other material licenses or certifications	_____
Current backlog / projected availability	_____
Proposed Project Executive	_____
Preconstruction Manager	_____
Lead Estimator	_____
Construction Project Manager(s)	_____
Superintendent(s)	_____
Safety Manager	_____

Key Personnel

Name	Proposed Role	Employer	Relevant Years	Credentials	Availability
[NAME]	[ROLE]	[EMPLOYER]	[YEARS]	[LICENSES]	[AVAILABILITY %]
[NAME]	[ROLE]	[EMPLOYER]	[YEARS]	[LICENSES]	[AVAILABILITY %]
[NAME]	[ROLE]	[EMPLOYER]	[YEARS]	[LICENSES]	[AVAILABILITY %]
[NAME]	[ROLE]	[EMPLOYER]	[YEARS]	[LICENSES]	[AVAILABILITY %]

Use additional personnel rows as needed. Identify allocation by project and period, distinguish preconstruction from construction roles, and reconcile the combined commitments with the integrated schedule. Identify any combined roles and show total commitments across this program and other work. Separate individuals for every title are not required where coverage is demonstrably adequate.

ATTACHMENT C SIMILAR CM-R PROJECT

Historical costs and fees below relate only to completed or ongoing reference projects.

Do not enter proposed Group 1 prices. Duplicate this form for at least five comparable projects.

For this RFP, comparable means CM-R construction or renovation with documented GMP responsibility and relevant size, scope and operating constraints. The advertised individual projects range from \$2,200,000 to \$3,200,000; the combined planning budget is \$5,400,000. Explain each example's relationship to those values, occupied-facility work, specialty-trade coordination, design status and concurrent work. These values are comparison benchmarks, not minimum past-project dollar thresholds. No single example must contain all five project types. Prior District work is not required. Identify whether experience belongs to the Offeror or to named personnel while employed elsewhere; do not present another firm's work as the Offeror's own.

Complete one form for each cited project; duplicate as needed.

Field	Response
Project / location	
Owner / primary contact	
Architect/engineer / primary contact	
Delivery method / CM-R contract form	
Scope and occupied-facility conditions	
Preconstruction start / construction start / completion	
Original construction budget / accepted GMP / final cost	
Number and purpose of GMP packages	
Original / final completion date	
CM-R preconstruction fee	
CM-R construction fee percentage	
Savings returned / contingency remaining	
Claims, disputes, or liquidated damages	
Proposed team members who served on project	
Relevance to this maintenance program	

ATTACHMENT D OWNER AND A/E REFERENCES

Provide owner and architect/engineer references for at least five comparable projects. The District may contact any identified party and may consider other documented performance information.

Project	Owner Reference	A/E Reference	Services / Dates
[PROJECT]	[OWNER CONTACT / EMAIL / PHONE]	[A/E CONTACT / EMAIL / PHONE]	[CM-R ROLE / DATES]
[PROJECT]	[OWNER CONTACT / EMAIL / PHONE]	[A/E CONTACT / EMAIL / PHONE]	[CM-R ROLE / DATES]
[PROJECT]	[OWNER CONTACT / EMAIL / PHONE]	[A/E CONTACT / EMAIL / PHONE]	[CM-R ROLE / DATES]
[PROJECT]	[OWNER CONTACT / EMAIL / PHONE]	[A/E CONTACT / EMAIL / PHONE]	[CM-R ROLE / DATES]
[PROJECT]	[OWNER CONTACT / EMAIL / PHONE]	[A/E CONTACT / EMAIL / PHONE]	[CM-R ROLE / DATES]

The Offeror authorizes the District to verify quality, collaboration, constructability, estimate accuracy, competition, GMP transparency, safety, schedule, budget, claims, closeout, and corrective work. Section VIII.D publishes the common reference topics and how the District documents and uses responses.

ATTACHMENT E BONDING AND FINANCIAL CAPACITY

Field	Response
Surety company / AM Best rating	
Surety Treasury listing / South Carolina authorization	
Surety agent / contact information	
Single-project bonding capacity	
Aggregate bonding capacity	
Current bonded backlog	
Available bonding capacity	
Largest completed bonded project	
Fiscal year end	
Audited statements available upon request	
Bank / line of credit / available amount	
Material adverse financial changes in last three years	

Attach a current signed surety letter showing ability to furnish the required performance and payment bonds, each for 100% of every authorized GMP, and available aggregate capacity for reasonably anticipated concurrent work across all two projects. The surety must meet District Regulation 2145(C). This letter is capacity evidence, not the bond itself.

Financial statements may be submitted as a separately labeled confidential file as described in Section II.D. Identify any exemption claim in Attachment I; marking alone does not establish exemption. The District may require updated statements before award or a GMP.

ATTACHMENT F SAFETY QUESTIONNAIRE

Safety Item	Offeror Response
Experience Modification Rate (EMR)	[YEAR 1] [RATE] [YEAR 2] [RATE] [YEAR 3] [RATE]
Total Recordable Incident Rate	[YEAR 1] [RATE] [YEAR 2] [RATE] [YEAR 3] [RATE]
DART Rate	[YEAR 1] [RATE] [YEAR 2] [RATE] [YEAR 3] [RATE]
Work-related fatalities	[NUMBER / EXPLANATION / NONE]
OSHA citations in last five years	[DETAILS / STATUS / NONE]
Safety program and responsible officer	[DOCUMENT / NAME / TITLE]
Occupied-school safety experience	[SUMMARY]
Background checks / badging process	[SUMMARY]
Indoor air / dust / noise controls	[SUMMARY]
Emergency and incident reporting	[SUMMARY]

Attach supporting insurer or OSHA documentation and explain any material adverse trend, serious incident, willful/repeat citation, or corrective action.

Use the three most recent completed reporting years and label each year. If an EMR is not assigned, explain why and provide available insurer safety information. Do not report a missing or inapplicable metric as zero.

ATTACHMENT G SEALED COST PROPOSAL

FIRMS INVITED TO INTERVIEW ONLY. Deliver separately in a sealed envelope by the common deadline in Section II and the delivery instructions in Section VIII.G. Do not submit with the technical proposal.

Field	Response
Offeror legal name	_____
RFP number	_____

A Pricing instructions

Complete every vendor entry. Use dollars for hourly and monthly amounts, percentage points for fees/markups, and dollars per \$1,000 for bond/insurance rates. Use no more than two decimal places. Do not leave a required price blank; enter 0.00 if included elsewhere and identify the exact category. Negative values are prohibited. All proposed prices are maximums; the District may negotiate lower amounts but no automatic increase is authorized.

Evaluation quantities and indexes compare offers only. They do not authorize hours, duration, a GMP or minimum compensation. No cost may be charged twice. Proposed rates include ordinary business insurance, overhead and profit as specified. Explain all inclusions without conditioning the offer on project volume or a minimum award.

B Preconstruction hourly-rate index 3 points

Loaded hourly rates include wages, payroll taxes, benefits, insurance, overhead, profit, routine travel, technology, printing and administrative support.

Classification	Weight	Loaded hourly rate	Weighted rate
Project Executive	10%	\$_____	\$_____
Preconstruction Manager	35%	\$_____	\$_____
Estimator	40%	\$_____	\$_____
Scheduler and Logistics Manager	15%	\$_____	\$_____
Index	100%	District calculation	\$_____

Index = $(0.10 \times \text{Executive rate}) + (0.35 \times \text{Preconstruction Manager rate}) + (0.40 \times \text{Estimator rate}) + (0.15 \times \text{Scheduler rate})$. Points = lowest eligible index $\div$ Offeror index $\times 3$, subject to the zero-value rules in G.G.

Actual authorized hours and staffing are established separately in Attachment K. Exceptional third-party services follow Section V.D; there is no separate reimbursable-expense allowance.

C Construction-phase fee 4 points

Offered construction-phase fee: _____%. Points = lowest eligible fee percentage $\div$ Offeror fee percentage $\times 4$, subject to G.G.

The fee applies only to eligible direct Cost of the Work defined in Attachment J. It excludes the fee itself, preconstruction, General Conditions, bonds, builder's risk, separately stated contingency, separately stated allowances and other markups. Amounts transferred from contingency or allowance are not used to add a second fee. The accepted fee and its dollar base must be shown separately in each GMP.

D General Conditions 3 points

Price one representative occupied-school project at one campus lasting six months. This model is solely for comparison; the actual two-project staffing plan must be approved separately. For evaluation, one full-time equivalent is 173.33 hours per month, and 8 hours per week of combined safety/quality support equals 34.67 hours per month.

All Offerors must price the same published model quantities, even if their proposed actual execution plan combines roles or shares resources. Do not reduce evaluation hours for a combined role. Identify the individual/role coverage in the technical proposal and enter the applicable loaded rate for each model classification in Attachment G; actual authorized charges remain limited to documented nonduplicated hours under the approved GMP staffing plan.

Standard assumption	Included requirement
Personnel	0.50 FTE Project Manager; 1.00 FTE Superintendent; 0.50 FTE Project Engineer/Administrator; combined 8 hours per week Safety/Quality support.
Facilities	One jobsite office/trailer, furniture, ordinary office equipment, internet, telephone, printing, supplies and routine local travel.
Temporary services	General-use temporary power, water, sanitation, routine safety barriers/signage, daily general cleanup and one 30-yard dumpster pull per month.
Included personnel costs	Payroll burden, benefits, overhead, ordinary PPE, small tools/equipment under \$1,000 per item, ordinary role support and closeout administration. No duplicate fee or markup.
Excluded costs	Direct trade work; permits; testing/special inspections; surveys; utility-company charges; project-specific security/swing space; major scaffolding/cranes/temporary structures; hazardous-material work; bonds; builder's risk; fee; contingency and allowances.

Personnel component	Hours/month	Loaded \$/hour	Monthly extension
Project Manager	86.665	\$_____	\$_____
Superintendent	173.33	\$_____	\$_____
Project Engineer/Administrator	86.665	\$_____	\$_____
Safety and Quality support	34.67	\$_____	\$_____
Personnel subtotal			\$_____

Nonpersonnel component	Offeror amount
Recurring monthly facilities and temporary services	\$_____ per month
One-time mobilization/demobilization for the model	\$_____ total
One-sixth of one-time amount	\$_____ per month
Total Monthly General Conditions evaluation amount	\$_____ per month

Monthly evaluation amount = personnel subtotal + recurring monthly facilities/services + (one-time amount ÷ 6). Round personnel extensions and the one-sixth allocation to cents, then sum. Points = lowest eligible monthly evaluation amount ÷ Offeror amount × 3, subject to G.G. Identify the cost location if any line is zero: _____.

For actual GMPs, approved personnel charges use these accepted loaded hourly rates and documented authorized hours, subject to the approved staffing plan and General Conditions cap. A partial month uses

actual authorized personnel hours and a daily prorated recurring facilities amount. One-time costs are paid once for the approved mobilization/demobilization, not once per month. Recurring and one-time amounts for the stated model are ceilings for the same requirements.

For different site needs, submit a transparent schedule reconciling each addition, deletion or shared allocation to the accepted model. An unpriced materially different facility/service requires advance written scope and price approval, supported by price reasonableness and within the RFP scope; it is not authority to raise evaluated personnel rates. Shared staff/facilities are allocated by documented use and cannot be charged in full to more than one project. A GMP is not an automatic monthly payment entitlement.

E Bond and builder's-risk index 1 point

Rate component	Dollars per \$1,000
Combined performance and payment bond premium	\$_____
CM-R-provided builder's-risk premium	\$_____
Rate index equal to the sum of both rates	\$_____

Points = lowest eligible rate index ÷ Offeror index × 1, subject to G.G. The bond rate is one combined premium rate for both required bonds, not a separate charge for each. For comparison and contracting, it includes ordinary issuance costs with no additional minimum premium. Builder's risk is priced for the published coverage; any required exposure clarification must be raised before the questions deadline.

Premium charges may not exceed the lesser of the documented actual premium and the accepted maximum rate multiplied by the defined insured/bonded value divided by \$1,000. Bonded value is the full applicable GMP including bond premium. Builder's-risk base is the completed insured construction value stated in the GMP, excluding the premium itself and separate preconstruction/A/E fees; existing-property coverage must be identified in the published insurance requirements. Net premium refunds or credits accrue to the District. Changes use net additional premium only; no repeat premium on previously covered value.

No construction fee applies to bond or builder's-risk premiums. The premium bases and any calculation needed to include bond premium in the full GMP must be stated transparently in the GMP cost schedule.

F Change-work markup index 1 point

Evaluated markup	Weight	Percentage	Weighted markup
CM-R markup on subcontracted change work	70%	_____%	_____%
CM-R markup on permitted self-performed change work	30%	_____%	_____%
Index	100%		_____%

Index = $(0.70 \times \text{subcontracted-change markup}) + (0.30 \times \text{self-performed-change markup})$. Points = lowest eligible index ÷ Offeror index × 1, subject to G.G. The zero-value rule applies to the combined index, not separately to its underlying rows.

These markups replace, and are not added to, the construction-phase fee on the same changed work. They include CM-R overhead and profit and apply only to eligible direct changed-work costs. No markup on another markup, General Conditions, bonds, insurance, contingency or allowance is allowed. Subcontract change proposals must separate direct cost and subcontractor overhead/profit; the CM-R markup base excludes the separately identified subcontract markup. Subcontractor markup is subject to documented negotiation and District approval; no separate unadvertised CM-R markup is authorized.

Deductive changes credit deleted direct costs and the associated original fee/markup and recoverable premiums, less documented unavoidable authorized costs. Time-related General Conditions are separately

evaluated for actual compensable impact at accepted rates and may not also be recovered through a change markup. A self-performance price does not relax Section V.F restrictions.

G District scoring and calculation rules

Component	Maximum	District score
Preconstruction index	3	_____
Construction fee	4	_____
General Conditions	3	_____
Bond and builder's-risk index	1	_____
Change-work markup index	1	_____
Total	12	_____

Use only eligible cost proposals in determining lowest and highest values. If every eligible Offeror proposes the same component value, all receive that component's maximum points. If the lowest value is positive, use the component's lowest-value ratio formula. If the lowest value is zero and at least one value is positive, each zero-value proposal receives maximum points and each positive value receives: maximum points $\times [1 - (\text{Offeror value} \div \text{highest eligible value})]$. This special rule prevents division by zero. Apply the rule to the completed component index or amount.

Calculate weighted indexes without intermediate rounding. Use the rounded monthly General Conditions amount calculated in G.D. Round each component score to two decimal places and sum for the total cost score. Offered unit rates and percentages control over extensions; Procurement corrects arithmetic using those rates. A prompt-payment discount is not evaluated. Blank, conditional, unreasonable or materially unbalanced pricing is reviewed for responsiveness, responsibility and risk under the published criteria and governing procedures; no unpublished points are deducted.

H Authorized cost certification

The undersigned certifies that this is the complete independently prepared cost offer for all two Group 1 projects; accepted rates, percentages and markups are contractual maximums; all ordinary inclusions are covered; and no undisclosed multiplier, fee, minimum premium, reimbursement or volume condition applies. No price may be recovered through more than one category.

Field	Response
Legal name of Offeror	_____
Authorized representative and title	_____
Signature and date	_____

ATTACHMENT H CERTIFICATIONS AND DISCLOSURES

- ☐ The proposal is independently prepared and no collusive communication or agreement restrained competition.
- ☐ No gratuity, kickback, contingent fee, or thing of value has been offered to influence this procurement.
- ☐ The Offeror and its principals are not suspended, debarred, or otherwise ineligible, except as disclosed.
- ☐ The Offeror certifies applicable drug-free workplace and illegal-immigration compliance and agrees to the specific boycott representation and continuing agreement in Section IX; it will comply with applicable ethics and nondiscrimination requirements.
- ☐ All licenses, financial information, bonding information, safety data, project histories, and personnel information are accurate and current.
- ☐ The Offeror has disclosed actual or apparent organizational conflicts and prior participation that could create a substantial competitive advantage.
- ☐ The Offeror accepts open-book records, District audit rights, competitive subcontractor bidding, and the CM-R self-performance limits stated in the RFP.
- ☐ The Offeror understands that no construction, early material purchase or trade commitment may begin without the applicable executed GMP/fixed-price amendment and required written release, bonds, insurance, permits and funding.

Required Disclosures

Disclosure	Offeror Response
Suspension, debarment, criminal matter, or civil fraud or false-claims matter	
Termination, default, claim, or litigation material to performance	
License discipline, OSHA willful or repeat citation, or work-related fatality	
Bankruptcy or material adverse financial event	
Organizational conflict or prior study participation	
Other matter bearing on responsibility	

The authorized signature on solicitation Page Two certifies all statements in this attachment.

For each disclosure row enter “None” or attach an explanation identifying dates, parties, status, corrective action and relevance. An affirmative disclosure is not automatically disqualifying; false or omitted material information may affect eligibility or responsibility.

ATTACHMENT I EXCEPTIONS AND CONFIDENTIALITY CLAIMS

A Requested Exceptions

List every requested exception by RFP section and provide proposed replacement language. See proposal is insufficient. Silence means acceptance. The District may reject a material exception, seek clarification, or negotiate only as permitted after ranking.

RFP Section	Requirement	Requested Revision	Reason

B Confidentiality Claims

Identify the exact page and information claimed exempt, the specific legal basis, and why disclosure would cause legally recognized harm. Submit a redacted copy. The District does not agree in advance that marked information is exempt.

Location	Information	Legal Basis	Justification

Authorized Certification

Field	Entry
Legal name of firm	_____
Authorized representative and title	_____
Signature and date	_____

Enter “None” if no exceptions are requested. Identify each exception by Attachment J item, RFP section and affected AIA article or section; provide the requested replacement text. An exception is not accepted merely because the District receives or discusses it. The executed agreement must expressly identify any lawfully accepted exception.

ATTACHMENT J AGREEMENT AND SUPPLEMENTARY TERMS

Attachment J is the District's required numbered modification schedule for the contractor-furnished A133–2019, A201–2017 and applicable A133 exhibits. J1–J11 state the controlling supplementary terms; J12 governs form preparation and J13 identifies the corresponding AIA provisions to modify. All these requirements are part of the solicitation. Unmodified AIA language remains effective only to the extent consistent with these published requirements.

J1 Contract documents and precedence

Controlling law and the District Procurement Code prevail. Subject to them, conflicts are resolved in this order: an expressly authorized executed amendment identifying the provision changed; Attachment J and issued RFP amendments; the executed A133 agreement as modified under Attachment J; the remaining RFP; A201 as modified under Attachment J; project specifications and drawings; and the accepted proposal. Merely reproducing an inconsistent standard-form clause or signing a contractor's form does not amend a published District protection. A GMP establishes project scope, price, schedule and basis documents, but a departure from a master legal/commercial term must expressly identify the provision and be approved and signed by an official with authority. Contractor standard terms are excluded unless expressly accepted.

The agreement covers only the two Group 1 projects; its term and survival provisions are stated in Section V.A. It contains no renewal, contractor pool or minimum-work guarantee. Each project's activation, preconstruction authorization, GMP and construction notice to proceed are separate instruments.

J2 Preconstruction compensation

Section V.D and Attachment G.B govern fixed loaded rates, authorized hours, not-to-exceed limits and ordinary expense inclusions. No duplicate recovery in a GMP is permitted. No separate actual-cost preconstruction reimbursement is authorized. Necessary exceptional services require a lawful fixed-price authorization or separate District procurement.

J3 Eligible construction cost and fee

Eligible direct Cost of the Work consists of actual, reasonable, necessary and documented construction labor, materials, equipment, approved trade subcontracts, permits and construction testing expressly included in the GMP. It excludes home-office overhead/profit, preconstruction, costs included in General Conditions or other prices, CM-R-caused rework, default/negligence costs, fines, penalties, unapproved overtime/acceleration, interest, disputes against the District and unsupported expenses. The fee base and change-markup exclusions in Attachment G control.

GMP allowances and contingency are separately identified, not duplicated in direct cost. Their approved uses must be logged and reconciled; transfers do not create another fee. The District's statutory audit and recovery rights are not limited by approval of a payment application. The CM-R remains responsible for all costs exceeding a GMP except as increased by authorized change.

J4 General Conditions and premiums

Attachment G.D governs personnel rates, hours, monthly recurring costs, one-time costs, prorating and shared allocations. Each GMP must identify a General Conditions cap and supporting staffing/facilities schedule. Extended General Conditions require documented actual impact from a contractually compensable event. Attachment G.E governs bond and builder's-risk bases, premium caps and credits. Ordinary business insurance may not be charged again as a separate construction line item.

J5 Contingency allowances and savings

CM-R contingency covers unforeseen cost within the defined scope that is not caused by CM-R default or negligence and is not a District-directed scope/design change. Each use requires prior written District

approval except where the executed contract provides a specific lawful emergency procedure. All buyout savings, unused allowance balances and unused contingency accrue to the District. Reconciliation reduces the final GMP/payment and does not increase the construction fee.

J6 Competition and self-performance

Section V.F is incorporated without exception. Competitive bids are required for major components. No general approval or clause in a GMP authorizes self-performance of solicited trade work outside Regulation 2145(N)(8). Bids, scope leveling and award recommendations must remain available for District audit.

J7 Changes schedule and damages

Changes to price, scope or time require an authorized written instrument. Attachment G.F governs exclusive change-work markups, credits and protection against compounded charges. Time extensions require contemporaneous schedule analysis showing actual critical-path impact. Any project-specific liquidated damages must be supported and disclosed in the proposed GMP for mutual agreement before construction; none applies at the master-agreement level. Section X.E governs the calculation basis, disclosure timing and prevention of duplicate delay-cost recovery.

J8 Payment records and retention

Section X.C governs payment and 3.5% retainage, including release for completed divisions of work. Maintain complete cost, payroll, premium, subcontract, bid, allowance, contingency and savings records for the periods in Section V.G and provide access to the District and its authorized auditors. Flow down necessary records, access, payment and retention obligations.

J9 Risk allocation

Sections X.A, X.B, X.F, X.G, X.H and X.I govern bonds, insurance, safety, concealed conditions/hazardous materials, warranties and indemnification. The District retains the A/E. The CM-R controls construction means, methods and safety. Permits and delegated design must be performed by appropriately qualified persons. District review does not transfer the CM-R's performance obligations.

J10 Suspension termination and failure to reach GMP

Section X.J states the uniform suspension and termination compensation rule, including documented unavoidable commitments and mitigation. Section V.H governs failure to reach a GMP. No unperformed-work profit or automatic assignment to another proposer arises from termination.

J11 Governing law and disputes

South Carolina law, the District Procurement Code and Section X.K govern. Protest rights follow Section IX; contract claims follow the District Code and executed agreement. There is no agreement to mandatory private arbitration, foreign venue, District indemnity or waiver of immunity. Public records are disclosed as required by law; specific claims of exemption do not bind the District in advance.

J12 Contractor supplied AIA documents

J12.1 The standard forms are AIA A133–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor, Cost of the Work Plus a Fee with a Guaranteed Maximum Price, including Exhibit A (GMP Amendment) and Exhibit B (Insurance and Bonds), and AIA A201–2017, General Conditions of the Contract for Construction. These editions are identified by reference; their copyrighted standard text is not reproduced in this RFP. Obtain lawful access from AIA Contract Documents at <https://aiacontracts.com> or through an authorized existing license. Raise access or interpretation questions through Beacon Bids by the question deadline.

J12.2 Do not submit or execute AIA forms with the technical proposal. Price the cost of preparing and furnishing the licensed project forms within the offered compensation; no separate document-purchase or

license reimbursement will be paid by the District. An existing license may be used only if it authorizes the project documents and their intended use.

J12.3 Before District signature, the selected CM-R must furnish a clean authorized execution set, a complete additions-and-deletions comparison against the unmodified named editions, and a reconciliation checklist showing where each J1–J13 requirement is implemented. Include all proposed deviations, even if the firm normally uses a previously modified form. Complete insurance, bonds, representatives, compensation and document-enumeration fields from the accepted solicitation and lawful negotiations. No reference-only SCOSE comparison PDF is an execution form.

J12.4 Identify this RFP, all issued amendments and Attachment J by title/date in the agreement's contract-document list and incorporate them expressly. AIA documents must be shared with the District through a use permitted by the publisher's license. No public posting or copying of licensed AIA text is required by this RFP. Forms prepared after selection must implement the published requirements and any lawfully accepted exceptions; preparation does not authorize new material terms.

J12.5 Only the editions and District modifications identified in this issued solicitation and its amendments are incorporated. A separate prior draft modification schedule, State/SCOSE edition, contractor terms or unlisted AIA exhibit is not automatically incorporated. Any material change to the published contract requirements before proposals are due will be issued by amendment with adequate review time.

J13 Required AIA provision changes

J13.1 Parties scope and documents

Modify A133 Articles 1–2 and 15; A201 §1.1.1. Identify Lexington County School District One as Owner and the selected CM-R as Contractor. Limit the agreement to Projects 1-01 through 1-02 and incorporate the documents and precedence in J1 and J12. Do not identify the District as a State agency or automatically import OSE approval procedures.

J13.2 Designer and project authorization

Modify A133 Articles 3–4; A201 Article 4. Apply Sections IV and V.B. Identify the separately retained A/E for each project; do not require replacement of existing design agreements with B133. No preconstruction compensation or construction commitment is authorized by signing the master agreement alone.

J13.3 Preconstruction compensation

Modify A133 Article 5. Replace inconsistent compensation and reimbursable provisions with Section V.D and J2. Use accepted loaded hourly rates, approved actual hours and written project caps. Ordinary expenses and form preparation are included; no duplicate recovery through construction costs or fees.

J13.4 Construction costs fee and accounting

Modify A133 Articles 6–10; A201 Article 7. Apply J3–J6, Sections V.E–V.G and Attachment G. Use eligible documented costs, accepted exclusive fee/markup bases, General Conditions caps and separate premiums. District receives unused allowances, contingency and savings. Preserve required trade competition, restrictions on self-performance and audit access.

J13.5 GMP amendment and notices

Modify A133 §3.2 and Exhibit A; A201 §8.1.2. Use a separate authorized project GMP with defined scope, drawings, schedule, components and approval conditions. Coordinate Exhibit A with Attachment L. Neither a GMP nor the master agreement permits construction before the separate written notice to proceed and required bonds, insurance and permits.

J13.6 Payment and retainage

Modify A133 Article 11; A201 Article 9. Replace inconsistent payment timing, retainage, release, subcontractor payment and interest provisions with Section X.C and J8. Preserve statutory payment rights and authorized audit/correction rights.

J13.7 Insurance bonds and property risk

Modify A133 Article 14 and Exhibit B; A201 Article 11. Complete the policies, limits, endorsements, existing-property coverage and deductibles from Section X.B. Require CM-R builder's risk as published, not an assumed Owner-purchased policy. Construction bonds each equal 100% of the applicable GMP under Section X.A and Attachment M; no preconstruction bonds. Coordinate waivers of subrogation with applicable law and the actual policies; no waiver binds the District beyond its lawful authority.

J13.8 Changes schedule and damages

Modify A133 Articles 3 and 6; A201 Articles 7–8 and §15.1.6. Apply J7 and Sections X.D–X.E. Changes require authorized written instruments. Use supported critical-path impacts for extensions and the stated GMP process for any liquidated damages; do not insert an undisclosed daily amount or change markup.

J13.9 Public entity indemnity protections

Modify A201 §§3.18 and 10.3; A133 and exhibits wherever inconsistent. Apply Section X.I. Delete any obligation for the District to defend, indemnify or hold harmless the CM-R or another party, waive immunity or incur obligations beyond lawful appropriations. Preserve lawful CM-R indemnity only within the published scope and statutory limits.

J13.10 Hazardous materials safety and correction

Modify A201 Articles 10 and 12. Apply Sections X.F–X.H. Coordinate known surveys and allocation of investigation/abatement; preserve stop-and-notify procedures for concealed hazards, Contractor safety duties, closeout and the minimum correction period without shortening longer warranties or statutory remedies.

J13.11 Suspension termination and funding

Modify A133 Article 13; A201 Article 14 and §2.2. Apply Sections V.H and X.J and J10. Remove inconsistent convenience-termination fees, lost profit on unperformed work and conflicting compensation. Replace Owner financial-assurance obligations with the written project funding/authorization process; retain lawful payment and suspension rights.

J13.12 Claims and dispute resolution

Modify A133 Article 12; A201 §§1.1.8, 15.1.2 and 15.2–15.4; inconsistent related references. Replace the separate Initial Decision Maker, mandatory private mediation and arbitration with District Code §4230 and applicable §4410 review. Contract claims are submitted in writing to the Chief Business Official; preserve the Code's filing and review periods. Delete the standard one-year outside claim bar to the extent inconsistent with District law. Architect technical review or informal resolution does not delay or bar timely statutory filing. No State CPOC or State procurement protest process substitutes for District procedures.

J13.13 Governing law precedence and execution

Modify A133 Articles 14–15; A201 Article 13. Apply South Carolina law, the District Code, lawful Lexington County venue and J1 precedence. Complete document references and authority fields, remove inconsistent contractor standard terms, and attach the J12 comparison and reconciliation for District review before signature.