



**UNIVERSITY OF  
SOUTH CAROLINA**

**Request for Qualifications**  
for the  
**University of South Carolina**  
**Campus Village Project**  
Columbia, South Carolina

**Issued September 23<sup>rd</sup>, 2015**  
State Project: H27-T045-CA

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## **1. REQUEST FOR QUALIFICATIONS**

### **1.1 Overview of the Opportunity**

The University of South Carolina (“University” or “USC”) seeks to identify through this Request for Qualifications (“RFQ”) interested parties (“Developers”) who are qualified to design, build, finance, operate and maintain student housing buildings, associated quality-of-life facilities (dining, student services, recreational and other support spaces), and associated parking in a multi-phased development plan on land owned by the University and leased to the Developer. The buildings will be designed, constructed, fully financed, and potentially operated and maintained by a Developer, with ownership of all structures reverting to the University no later than at the end of the lease term.

The University is seeking to deliver a dynamic Campus Village (“Village” or the “Project”) which includes new housing communities along with dining, recreation, parking, academic and student support spaces. The Village is anticipated to include approximately 3,000 - 4,000 student beds in multiple 3-6 story residential buildings constructed of noncombustible materials. Parking to support this development will be a mix of surface and structured multi-story garages and may be adjacent to or beneath the housing units. The parcels designated for this portion of the Village are currently occupied by the Bates House, Bates West, Carolina Gardens, and Cliff Apartments residence halls, which are owned by the University. Other select parcels adjacent to these buildings may also be considered for the Village. Please see the site plan located on page 13 of this RFQ document for additional details. The Village will be completed in at least two phases, with the desired project schedule providing the approximately 1,500 beds included in Phase 1 of the Village by July 1, 2018.

### **1.2 Overview of the Selection Process**

Through this RFQ process, the University is seeking to identify Developers with the best qualifications, experience, financial capacity, and proven track records of executing similar projects. A Selection Committee (see section 1.3) designated by the University will conduct an evaluation of all materials submitted by Developers as part of this RFQ process. The evaluation will rank the Developer’s qualifications based on specific criteria stated herein. Only the qualifications of the Developer will be considered during the RFQ stage. The University may select, at its sole discretion, a short list of at least two (2), but no more than five (5), Developers most qualified to partner with the University to undertake this project. Those short-listed firms will be invited to participate in a Request for Proposals (“RFP”) process following the evaluation of the RFQ submittals. A response to this RFQ is a prerequisite to participating in subsequent steps of the selection process.

Two (2) or more entities may collaborate in submitting a response to this RFQ, however, a single Developer must be designated to contract with the University and must be responsible for performance under any future pre-development or development agreement.

Developers are prohibited from contacting any University officials, University Housing staff, or advisors of the University with regard to this opportunity. All inquiries must be made through the channels described within this RFQ. Developers are advised that unauthorized contact with University officials, related parties, or advisors of the University may result in disqualification of the Developer from this RFQ process.

**1.3 Project Management Committee**

The Project will be steered by a Selection Committee (“Committee”) designated by the University. The Committee will be responsible for evaluating all RFQ responses and making final recommendations to the University regarding all contracts, designs, and other issues relating to the Village.

**2. UNIVERSITY OF SOUTH CAROLINA**

**2.1 University Background**

Founded in 1801, the University of South Carolina is the flagship institution of the University of South Carolina system. As the largest university in the state, USC continues to serve the people of South Carolina, the region, the nation, and beyond through extensive, multipurpose programs encompassing instruction, research, and community engagement. The University is:

- The flagship institution of higher education in the State of South Carolina;
- Recognized by the Carnegie Foundation as a top research and service institution;
- Home to nearly 33,000 students at its Columbia campus;
- Responsible for conferring nearly 40% of all bachelors and graduate degrees awarded at public institutions in South Carolina; and is
- A provider of annual research expenditures of \$220 million, a significant factor for the South Carolina economy.

The University offers more than 350 programs of study leading to bachelor’s, master’s and doctoral degrees from 14 degree-granting colleges and schools.

**2.2 Enrollment**

USC’s fall 2014 enrollment consisted of 24,863 undergraduate students and 8,108 graduate and professional students for a total enrollment of 32,971 students. Enrollment totals by classification for the past 10 years can be seen in the exhibit below.

Enrollment Classification	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014
Undergraduate Total	17,689	18,362	18,648	18,827	19,765	20,494	21,383	22,556	23,363	24,180	24,863
Graduate Total	6,511	7,263	7,302	6,996	6,260	6,527	6,744	6,693	6,423	6,259	6,495
Professional Total	1,396	1,440	1,440	1,449	1,463	1,460	1,470	1,472	1,502	1,525	1,613
<b>USC Total Enrollment</b>	<b>25,596</b>	<b>27,065</b>	<b>27,390</b>	<b>27,272</b>	<b>27,488</b>	<b>28,481</b>	<b>29,597</b>	<b>30,721</b>	<b>31,288</b>	<b>31,964</b>	<b>32,971</b>

The University has recently approved plans to increase undergraduate enrollment over the next 10 years. By the fall of 2024, the total undergraduate population is projected to increase 20%, from approximately 25,000 students to more than 30,000 students. USC's freshman population is projected to grow from approximately 5,000 students to 6,000 students over the same period. Actual enrollment growth is subject to market dynamics, and may be limited at the University's discretion.

### **2.3 Vision Statement**

The University of South Carolina, dedicated to enhancement of the quality of life for all citizens, is a premier flagship university system, nationally and internationally recognized for excellence and leadership and strives to:

- Achieve the highest quality in all academic endeavors, making academic excellence our trademark.
- Lead globally in discovery, application and dissemination of knowledge; excel in creative achievement and attain recognition for world-renowned scholarship.
- Apply knowledge and problem solving to enhance the quality of life and sustainability for South Carolinians and the nation.
- Model best practices as a global leader in research, education and community engagement

### **2.4 Purpose**

As a system, USC's purpose is to educate, enrich and improve the quality of life of the state's diverse citizenry through teaching, research, creative activity and service. USC is a comprehensive public system of nine campuses, each of which contributes in unique ways to the overall mission of the University by:

- Providing our students with the highest-quality education and the knowledge, skills and values necessary for success and responsible citizenship in a complex and changing world;
- Pursuing excellence in research, scholarship and artistic creation to ensure the highest value of the education received by its students;
- Fostering a campus environment that promotes diversity and welcomes faculty, staff and a student body of all races, creeds and cultures as we address the needs of an increasingly diverse population and a global economy; and
- Connecting with and providing excellent and meaningful service to its communities, state, nation and the world.

## **3. USC UNIVERSITY HOUSING**

### **3.1 University Housing Vision Statement**

University Housing is committed to creating state-of-the-art facilities that are sustainable, clean and well-maintained homes in order to enhance student learning beyond the classroom. Qualified and caring University Housing staff, in collaboration with students, will create quality student interactions that will inspire students to discover more about themselves and others, while reflecting on how to become inclusive and exemplary leaders, life-long learners and productive members of their community.

### **3.2 University Housing Mission Statement**

University Housing creates a sustainable living and learning community that promotes the academic success and personal development of students.

### **3.3 Department Goals**

University Housing seeks to provide a meaningful college experience by:

- Creating a physical and cultural environment where students and staff are encouraged to learn and grow
- Provide sustainable, clean, well-maintained, functional and attractive facilities
- Provide high-quality support services in a fiscally responsible manner

### **3.4 Existing USC Housing Inventory**

USC's on-campus housing system currently consists of approximately 6,850 beds (non-Greek-affiliated) in a total of 25 residence halls. The number of revenue-generating beds fluctuates by academic year as a result of the rotational building and facility improvements conducted by University Housing. Within the existing inventory, USC provides a spectrum of unit-type configurations, including traditional, semi-suite, suite and apartment units. All unit types are available in single or double-occupancy configurations; however, nearly all of the traditional and suite-style units are double occupancy rooms to satisfy student demand to live on campus. The residence halls with unit type, 2015-16 rental rate information, total bed count, gross square footage, and square footage per bed are shown in the exhibit below.

Residence Hall	Unit Type	2015-16 Rate (per Semester)	Total Beds	Gross SF	SF per Bed
South Tower	Traditional	\$2,500	391	94,580	242
Capstone House	Suites	\$2,900	564	172,320	306
Bates House	Traditional	\$2,465	531	139,445	263
Columbia Hall	Suites	\$2,900	476	111,775	235
Bates West	Apartments	\$3,125	387	120,080	310
Patterson Hall	Suites	\$3,365	615	154,590	251
Thornwell	Apartments	\$3,985	60	21,657	361
Woodrow College	Apartments	\$3,985	102	33,150	325
Maxcy	Suites	\$2,900	182	44,150	243
Preston College	Suites	\$2,890	235	61,625	262
Sims Hall	Suites	\$3,365	270	58,730	218
McBryde	Traditional	\$2,465	250	67,900	272
McClintock Hall	Suites	\$3,365	145	33,125	228
Wade Hampton Hall	Suites	\$3,365	163	37,816	232
Rutledge College	Apartments	\$3,985	47	16,061	342
Desaussure College	Apartments	\$4,190	48	16,419	342
Harper Elliott College	Apartments	\$4,190	48	15,538	324
Legare Pinckney College	Apartments	\$3,985	48	15,640	326
South Quad	Apartments	\$3,985	400	145,000	363
East Quad	Apartments	\$3,985	443	141,210	319
Green (West) Quad	Apartments	\$3,985	499	187,445	376
Honors College	Suites	\$3,365	537	191,125	356
Roost Dormitory	Suites	\$2,645	192	54,000	281
Cliff Apartments	Apartments	\$3,125	145	110,821	764
Carolina Gardens*	Apartments	\$753	148	42,000	284
<b>System Totals</b>			<b>6,926</b>	<b>2,086,202</b>	<b>301</b>

\*Rented on a monthly basis. \$685/month for 1BR, \$770/month for 2BR, \$805/month for 3BR.

University Housing is continually enhancing its existing inventory per the 2011 Student Housing Master Plan (available at <http://adminfin.sc.edu/HousingMasterPlan.pdf>), which is updated annually by University Housing. The Plan's annual project schedule addresses the system's deferred and on-going maintenance needs. Since 2011, University Housing has invested approximately \$60 million to address deferred maintenance needs in existing on-campus residence halls, including the comprehensive renovation at Women's Quad (Sims, McClintock, and Wade Hampton residence halls).

### 3.5 Living and Learning Communities

USC is committed to delivering a comprehensive residential experience that promotes the academic success of student residents. As such, every residence hall is considered to be a Living and Learning Community with an objective of helping students with their academic progress, awareness of self, awareness of others, while also developing a strong sense of community on their residence hall floor. Student residents participate in either a General Learning Community (GLC) or Associated Learning Community (ALC) that have a specific

academic or thematic focus. New residence halls will reflect the University's commitment to a learning-centered residential experience through the inclusion of ample social and academic support spaces. These communities may change locations in response to academic affairs requests, building renovations, and other programmatic needs. Current living and learning communities are shown below, by residence hall.

Residence Hall	Living and Learning Communities
820 Henderson St.	Capstone Scholars
Bates House	Major and Career Exploration Community
Bates West	Engineering and Computing Community Sport and Entertainment Management Community
Capstone	Capstone Scholars
Columbia	Capstone Scholars; Healthy Carolina Wellness Community Psychology and Service-Learning Community
DeSaussure	Upperclass Honors
East Quad	Pre-Law, Justice and Politics Community Pre-Medical, Pre-Dental and Pre-Health Community
Green Quad	Green Quad Community
Harper/Elliott	Upperclass Honors
Honors Residence	Honors
Maxcy	International House
McBryde	Carolina Men's Community
McClintock at Women's Quad	Women in Leadership
Patterson	Carolina Women's Community
Pinckney/Legare	Upperclass Honors
Preston	Preston Residential College
Rutledge	Upperclass Honors
Sims at Women's Quad	Women in Retailing and Fashion Merchandising
South Quad	Business Community
South Tower	Journalism and Mass Communications Community
The Roost	Gamecock Gateway
Thornwell	Music Community
Wade Hampton at Women's Quad	Women in Science
Woodrow	Upperclass Honors

### 3.6 Occupancy

Overall, the USC on-campus housing system had an occupancy rate of 95.8% for the 2014-15 academic year. University Housing has maintained a high level of occupancy over the past 10 years, with average annual occupancy above 96%.

The University has a live-on residency requirement for first-time freshmen. The chart below shows occupancy levels by class for the fall of 2014 semester.

Enrollment Classification	Enrolled Population	Current Capture Rate	Current Occupancy
Freshmen	4,971	97.5%	4,845
Sophomore	6,003	14.7%	880
Junior	5,722	5.3%	306
Senior	7,837	3.0%	239
Graduate / Professional	8,108	0.1%	6
Gamecock Gateway (Affiliates)	330	99.1%	327
<b>TOTAL</b>	<b>32,971</b>		<b>6,603</b>

Please note that a detailed breakdown of enrollment and allocation of students by bed type and on-campus neighborhood will be provided to the short-listed Developers invited to participate in the RFP process.

#### **4. DESCRIPTION OF DEVELOPMENT OPPORTUNITY**

##### **4.1 Project History**

The Project concept began to take shape in early 2015 as part of the latest Student Housing Master Plan update. That work included a comprehensive market analysis, student engagement and predictive analytics related to on-campus housing. Based on that update, it was determined that additional on-campus beds were needed to address deferred maintenance needs on South Campus while satisfying the University’s recent enrollment growth and future expansion plans. A South Campus Precinct Study was also completed to understand site capabilities and preliminary project economics. As a result of these analyses, the University elected to pursue the concept outlined herein focused on student housing and necessary quality-of-life and academic support spaces.

##### **4.2 Overall Project Goals & Objectives**

The goal of the Campus Village is to transform this underutilized area of campus to create a vibrant, community-oriented home for students with strong linkages back to the campus core. Based upon the visioning session conducted with the Project Management Committee, the underlying goals for the Village are to:

- Seamlessly integrate the Village into the fabric of campus
- Provide an appropriate housing mix to ensure sufficient on-campus supply for first-time freshmen and specific sub-populations (e.g., transfer students, international students, student athletes, etc.) requiring on-campus housing
- Increase the total number of campus beds to accommodate unsatisfied demand from non-freshman students who wish to remain on campus after their freshman year
- Create a strong sense of community among Village residents through class-appropriate unit configurations and dynamic social spaces
- Provide sufficient programming and student support spaces aligned with University Housing’s focus on student success

- Create neighborhood aesthetics consistent with the beauty of campus and prominence of the institution
- Utilize exterior materials that are consistent with existing campus facilities and design guidelines
- Ensure a safe and secure Village environment for residents, visitors and University personnel
- Improve the Whaley Street corridor and be a good neighbor to the adjoining residential neighborhoods by providing adequate parking, shuttle services, and other on-site quality-of-life offerings to fully support the residential needs of students in the Village
- Remove existing facilities as redevelopment would logistically dictate

#### 4.3 **Student Housing Program**

The University has completed market and financial analyses to create a market-responsive program and to confirm the feasibility of the Project. Current plans for the Village are to provide approximately 3,000 to 4,000 beds of student housing in multiple phases over an estimated 8-10 year period. The approximate distribution of total beds by unit-type is as follows:

- 400 community-style beds with shared bathrooms by wing/pod. Nearly all of these units will be double-occupancy.
- 2,000 to 3,000 semi-suite beds with adjoining bathroom between rooms and no living rooms. A high percentage of these units will be double-occupancy.
- 600 high-density apartments with single-occupancy bedrooms.

The Project will provide amenities to the extent that amenities generate positive developmental outcomes, but providing amenities for the sole purpose of competing with the high-end off-campus apartment market is not required. The Project should utilize a balanced approach that responds to the importance of quality and the sensitivity to affordability, meaning that the Project quality should not be reduced to drive pricing down and rental rates should not be increased in order to add unnecessary amenities to compete with the off-campus market.

**A detailed program describing both the desired number of beds and unit configurations, associated rental rates, and the desired menu of amenities will be provided to the short-listed Developers invited to participate in the RFP process.**

#### 4.4 **Non-Housing Program**

To enhance the student experience within the community, as well as the broader area of this portion of the flagship campus, the University is seeking to provide additional quality-of-life services such as dining, recreation, academic support spaces and parking.

- Dining: the University envisions a new South Campus Dining Commons as part of the Village Project to serve the 3,000 to 4,000 residents living in this area. The Dining

Commons should include all-you-care-to-eat and retail-based dining options. Adequate back-of-the-house kitchen space should be provided based on conversations with the University Dining representatives. Delivery and waste removal must be carefully considered during site planning.

- Student Meeting Space: adequate student meeting, lounge, and study spaces will be part of the detailed Project program. These spaces should be consistent with current on-campus spaces seen in residence halls such as Patterson, Honors, and Women's Quad (detailed example information will be provided to short-listed firms as part of the RFP process).
- Satellite Indoor Recreation: the University is considering the inclusion of satellite recreation spaces on South Campus. These spaces, as envisioned by the Project Selection Committee, will consist of multipurpose group exercise rooms and individualized fitness areas.
- Academic Support Space: the University currently provides academic support services for all on-campus residents via spaces located in three residence halls spread across campus. The Campus Village will include a central support space consisting of a large, open study area and supporting offices for the academic support staff.
- Parking: an appropriate amount of parking, as specified by the University, is expected to be provided by the Developer. The total number of surface and structures parking spaces will be inclusive of replacement of any current South Campus parking displaced due to the redevelopment of this area as part of the Project.
- Safety and Security: The University is committed to providing for the on-site safety and security of students residing in the Village. The necessary spaces to meet this commitment will be outlined in the RFP document as part of the required Village development program.

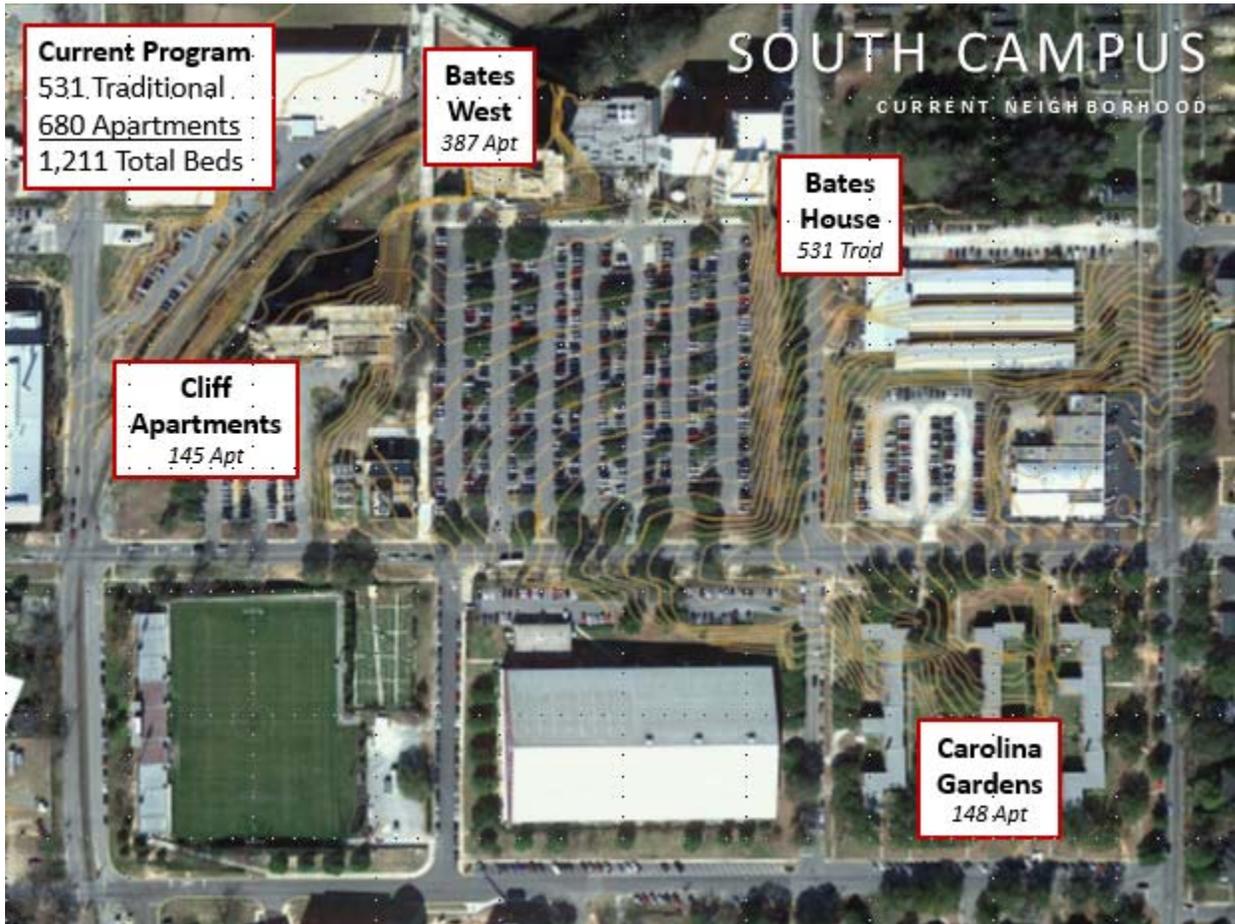
These components are to be delivered as part of the Project and will be further defined in the RFP.

#### **4.5 Site Description**

The overall Campus Village site is approximately 18 -22 acres in size and situated on the southeast portion of the flagship campus. The project sites (as seen on the aerial on page 13) are bounded by the railroad on the north, Pickens Street on the east, Heyward Street on the south, and Sumter Street on the west. The sites are owned by the University and the State of South Carolina.

The following four residence halls are currently located on the overall project site and will be removed and replaced by the Developer as part of this Project.

Residence Hall	Unit Type	Total Beds	Gross SF
Bates House	Traditional	531	139,445
Bates West	Apartments	387	120,080
Cliff Apartments	Apartments	145	110,820
Carolina Gardens	Apartments	148	42,000
<b>South Campus Site Totals</b>		<b>1,211</b>	<b>412,345</b>



Abatement and demolition of existing facilities located on the overall project site will be the responsibility of the Developer with the approval of the University and the State Engineer.

The University has conducted detailed site investigations, and a detailed “site package” will be provided to Developers invited to participate in the RFP. Information regarding required hazardous material abatement and demolition of these buildings will be provided to Developers that are invited to participate in the RFP process.

**4.6 Design Objectives**

The expectation is that the housing portion of the Village will demonstrate the design tenets adopted by the Association of College and University Housing Officers – International (ACUHO-

I) 21st Century Project focused on sustainability, flexibility, community, and technology. The Village should incorporate unified architectural themes and materials throughout each building and in outdoor common areas. The Village will be realized with vibrant, centrally located community spaces that will serve as hubs of residential and campus life. In keeping with optimal community design and institutional criteria from ACUHO-I 21<sup>st</sup> Century Project standards, the buildings will likely be a mid-rise development with ample green space and pedestrian connections.

The development must draw inspiration from and reflect the aesthetics of existing USC residence halls such as the recently constructed Honors College. Exterior materials will be limited to brick masonry, cast stone and limited hard coat stucco. Cementitious panels, non-architectural composite metal panels and EIFS will not be permitted.

The Village will be expected to be designed in accordance with USC's design standards, including:

- 2011 University Master Plan
- Exterior Architecture Standards as demonstrated in the 2008 University Design Guidelines
- Campus Greenspace and Landscape Standards
- Dining & Foodservice Standards
- Residential Life Standards
- Academic & Student Support Space Standards
- Parking Standards
- Site Standards
- Wayfinding Standards
- Sustainability Standards
- IT Standards
- Security Standards

USC's design standards for each item listed above will be provided to the short-listed firms during the RFP process. Provided that the University's objectives are satisfied, the Developers will have some design flexibility towards programming the amended master site plan and its buildings. **The selected Developer should recognize that the Village's final designs will be negotiated with the University through a rigorous plan review process, including a review by the Office of State Engineer and approval of Schematic Design and Design Development performed by USC's Design Review Committee and Board of Trustees.**

#### 4.7 **Timeline**

Phase 1 of the Village is scheduled to be completed and open by July 1, 2018. This phase is expected to include approximately 1,500 beds and the required quality-of-life support spaces for those student residents. The remaining 1,500-2,500 beds will be part of future phases that will

follow the successful completion of Phase 1. The University will provide details of the full phasing schedule to the short-listed Developers invited to participate in the RFP process.

#### **4.8 University Priorities for the Project**

In alignment with the Campus Village stated project objectives, the University has prioritized the following objectives for the Project:

- The contracting party must be a single Developer who must commit to developing and providing the Project as outlined in this RFQ document and the RFP document.
- Conveyance of the University-owned parcels for development will be by a long-term ground lease(s) that are anticipated to be no more than 40 years in duration. A description of ground lease restrictions will be provided to Developers selected to participate in the RFP process.
- The University will assume ownership of the project's improvements at the expiration of the Ground Lease term if not before.
- The Ground Lease will have a base rental amount set forth in the RFP to be paid by the Developer to the University on an annual basis.
- The development will generate income for the University through a land lease and profit sharing.
- Rental rates for student occupants in the initial year of operation will be set by the University as part of the RFP process and, if necessary, negotiated by the University and the Developer prior to execution of a partnership agreement, consistent with rents currently charged for on-campus housing. The rate at which rents are permitted to be increased annually thereafter will also be negotiated by the University and the Developer as part of the selection process.
- The delivery of operations and maintenance for the Village must be consistent with services currently provided on campus through University Housing. There are four (4) options that the University will potentially consider from Developers for the delivery of operations and maintenance over the life of the term. The University will provide additional details on each option as part of the RFP process.
  1. The University will maintain and operate the Village and will be reimbursed for all costs by the Developer;
  2. The Developer will self-operate and maintain the development in alignment with USC standards;
  3. The Developer will outsource to a third-party operator at the sole cost of the

Developer. That third-party operator will provide a level of service consistent with USC standards; or

4. A combination of any of the options listed above.

- If maintenance and operations are to be delivered by the Developer or third-party operator, the University will work with the Developer to develop an agreement that delineates the standards for the operations and maintenance responsibilities within and around the Village. Additional coordination will be required to ensure that the delivery of services is consistent with the University's vision for the Village.
- It is important to note that the University seeks to retain the responsibility for residence life and programming, marketing, student billings, collections and room assignments for the Village through University Housing.
- The Developer will establish a designated reserve and replacement fund as part of the Project. Funds, including interest earned, will be used for major maintenance or replacement and/or for demolition at the end of the lease term, but not for ongoing routine maintenance. The annual required contribution to this reserve fund will be included in the development agreement.
- The Developer is responsible, alone or in partnership, for providing all of the financing required for the Project with no recourse to USC and without encumbering USC property or assets.
- The University will require a termination for convenience clause in the Lease Agreement that will provide it with a mechanism to voluntarily terminate the Ground Lease should such an action become critical to its future operation. The terms of the termination rights will be established through the RFP and will be based upon terms that are commercially reasonable.
- The University will require a termination in the case of default clause in the Lease Agreement that will provide it with a mechanism to terminate the Ground Lease in an event of default. The terms of the termination clause will be established through the RFP and will be based upon terms that are commercially reasonable.
- Performance Bonds will be required for each Phase of the Development to ensure successful and timely completion of the entire Village.
- The University will require contractual terms that will obligate its approval of any future assignments of the leases or agreements that result from the RFQ and RFP processes as well as prior approval of any financing related to the project.

- The University has performed detailed due diligence and perceives this to be a low-risk project. The University is willing to consider a range of equity and non-equity structures submitted by the responding Developers. Should a Developer submit an equity-based structure, the University will only consider those proposals that are flexible with respect to the percentage in the overall capital funding structure.
- Respondents to this RFQ should understand that the University's credit ratings and credit condition are important factors that will be considered when selecting a Developer to partner with for this Project. The University expects that any agreement for the development of the Village will be structured with the priority of minimizing and ideally eliminating any credit and financial impact to the University.
- The University will require that the Developer incorporate green development building technologies and sustainable practices as part of the Village. These may include, but are not limited to, natural lighting, energy efficient lighting, sustainable building materials, water efficiency, recycling, and other measures. Buildings shall be designed to comply with LEED Silver or to achieve two (2) green globes as part of the Green Globes Certification program.
- The Developer will defend, indemnify, and hold harmless the University, its officers, employees, and agents, from and against any and all liability, claims, liens, judgments, expenses, and costs which result from, or in any way arise out of, connection with the Developer's construction or ownership of the project improvements.
- The selected Developer will be required to agree to a policy of nondiscrimination against any subcontractor, consultant, employee, or applicant for employment of race, color, religion, age, sex, sexual orientation or national origin. The Developer shall conform to all State and Federal laws, executive orders and rules and regulations relating thereto and will track and meet SWMBE subcontractor participation goals established by the University.

## **5. RFQ PROCEDURE & RESPONSE REQUIREMENTS**

### **5.1 Overview of the RFQ Process**

The purpose of the RFQ is to identify interested parties that demonstrate the best qualifications, experience, and financial capacity necessary to assume the responsibilities of the Developer.

The University's evaluation of each RFQ response will be based upon the information provided, additional information requested by the University, information obtained from references and independent sources, and formal presentations, if requested.

Developers that are deemed the most qualified by the University in the RFQ process will be invited to participate in the RFP process and will be provided with additional information concerning the proposed development and provided an opportunity to conduct due diligence.

**5.2 RFQ Schedule**

RFQ PROJECTED SCHEDULE	ESTIMATED DATE
Release of RFQ	September 23 <sup>rd</sup> , 2015
Deadline for Questions	October 2 <sup>nd</sup> , 2015
Response Addendum Posted	October 7 <sup>th</sup> , 2015
RFQ Responses Due	October 16 <sup>th</sup> , 2015

**5.3 Questions from Respondents**

All questions about the RFQ are due from Developers by 3:00 PM EST on Friday, October 2<sup>nd</sup>, 2015. Questions must be submitted via email to Ms. Venis Manigo ([MANIGOL@mailbox.sc.edu](mailto:MANIGOL@mailbox.sc.edu)). Questions will not be accepted verbally or in any other form. It is the Responders responsibility to insure that their questions have been included and answered in an addendum.

**5.4 Addenda**

The University will issue a written addendum no later than Wednesday, October 7<sup>th</sup>, 2015 answering questions presented by Developers. The University may issue additional written addenda prior to the RFQ submission date, supplementing, modifying or interpreting any portion of this RFQ. No verbal or written information from any source other than the Procurement Officer is authorized as representing the University.

It is solely the Developer’s responsibility to check the University’s official procurement website throughout this solicitation process to verify that the Developers have received any addenda that may have been issued. That information can be found at [purchasing.sc.edu](http://purchasing.sc.edu).

**5.5 Qualification Requirements**

This RFQ is open to all prospective parties who seek qualification to pursue the development of the Village at the flagship campus. Qualification will be based on a determination by the University at its sole and complete discretion. The Developer must meet the requirements highlighted in Section 6 – Submittal Requirements.

Upon receipt, all RFQ submissions will be reviewed for completeness in accordance with the submission requirements and assessed in the areas of technical and financial capability, relevant project experience, and references, with respect to the standards set forth in this RFQ.

**After reviewing all submissions, the University intends to issue a shortlist of the most qualified Developers to be invited to the RFP process.**

The University will not consider any response to the RFQ that does not completely fulfill these requirements. The University reserves the right to accept or reject any or all submissions.

## **6. SUBMITTAL REQUIREMENTS**

The following constitutes the submittal requirements and evaluation criteria for the University to evaluate the RFQ responses. The RFQ response must follow the order provided below to facilitate evaluation of the responses. In addition, the RFQ response must provide tabs correlating to each of the following criteria numbers below. It is critical that responses to the RFQ are consistent in order to ensure accuracy in the University's review process. Failure to submit proposals in the requested order poses risk that all Submittal Requirements may not be included and may hinder the University's ability to accurately compare submittals. Your total response should be limited to 50 pages, beginning at Tab 1.1. All pages should be numbered.

**Please note that the submittal requirements and evaluation criteria listed in this RFQ apply only to the responding Developer. Information pertaining to potential team members (such as architects, engineers, contractors, etc.) should not be submitted as part of the Developer's RFQ response. Shortlisted firms invited to participate in the RFP process will have the opportunity to submit information on potential team members at that time.**

**Your response must respond to each criterion in the following order:**

- Cover Page
- Cover Letter
- Table of Contents
- Tab 1.1: Developer Background & Information
- Tab 1.2: Technical Capability
- Tab 1.3: Financial Capability
- Tab 1.4: Relevant Experience
- Tab 1.5: Approach

A description of Tabs 1.1, 1.2, 1.3, 1.4, and 1.5 is included below in further detail.

### **6.1 Tab 1.1 - Developer Background & Information**

**Description of Developer:** Provide a description of the Developer which includes the year the company was founded, description and approximate value of real estate developed and currently under control, number of employees by function, and an organizational chart. All equity investors should be identified.

Role of Developer's Key Personnel: Briefly outline the roles of the key personnel for the Developer. Provide resumes of key personnel, including length of time in current position with the company. For all key personnel, list information on any law suits, legal claims or litigation in which they have been named individually or that resulted from a project in which they served on the development team or played a management role in the project oversight.

Contact Person: Provide a single contact person for all future communication with the University. Disclose the contact person's name, title, organization, address, telephone number, and email address.

Controlling Interest: Identify the individuals or companies who hold a major or controlling interest in each Developer proposing.

## **6.2 Tab 1.2 - Technical Capability**

### **6.2.1 Operation and Maintenance Experience**

As noted in Section 4.8 University Priorities for the Project, Developers may have four (4) options available regarding the delivery of maintenance and operations for the Village. The four (4) options are as follows:

1. The University will maintain and operate the Village and will be reimbursed for all costs by the Developer;
2. The Developer will self-operate and maintain the development in alignment with USC standards;
3. The Developer will outsource to a third-party operator at the sole cost of the Developer. That third-party operator will provide a level of service consistent with USC standards; or
4. A combination of any two (2) of the options listed above.

If the Developer would consider self- operating and self-maintaining the Village, submittals must include evidence demonstrating the Developer's ability to operate and maintain a project of this nature and scope.

Specifically, if the Developer would consider self-operating and self-maintaining, the Developer or Developers should demonstrate that it possesses:

- a. Substantial university facility operation and maintenance experience;
- b. Advanced knowledge of campus facilities maintenance, repair, construction, and practical application of equipment and materials;
- c. Demonstrated understandings in facility aging behavior to assess and determine the applicability of remedial maintenance action and lifecycle management; and

- d. All capabilities necessary to successfully operate and maintain the campus project including routine maintenance, preventive maintenance, operations and management.

Additionally, the Developer must be able to demonstrate their ability to maintain and clean the facility at the same quality standards (APPA Level 2) and frequency that the remainder of University Housing facilities are kept. Regardless of the maintenance delivery option selected by the University, the proposal must indicate experience in and willingness to participate in any of the options envisioned for this Village.

#### **6.2.2 Student Services**

The Developer must demonstrate their commitment to achieving the highest standards of student service and satisfaction. Specifically, the Developers must highlight its experience and qualifications for providing excellent customer service to university students. The Developers may, at their option, include additional information concerning its experience in maintaining productive ongoing relationships with universities.

#### **6.2.3 Capital Improvements**

The Developer must demonstrate their ability to efficiently undertake required capital improvements to the Village during the term of the proposed ground lease and/or concession agreement.

### **6.3 Tab 1.3 - Financial Capability**

Proposing Developers must demonstrate their financial capacity to complete and maintain the Village over the term of the agreement.

To demonstrate their financial strength and evidence that funding can be provided, proposing Developers must provide copies of audited financial statements for the past three (3) years together with any other relevant financial information. If audited financial statements cannot be provided, proposing Developers should provide sufficient financial information to demonstrate that they have the financial resources to successfully execute a project of this nature and scope. Except as required by applicable law, materials marked as proprietary or confidential will be considered as such. If the Developer is a Public Company with SEC and other public reporting requirements, it is permissible to give the website link for this information; however, a synopsis of this information that will comply with the page limitations is also required.

Proposing Developers must provide specific evidence that they have available the appropriate financial resources to complete all aspects of the Village, or demonstrate their capability to raise financing for a project of this nature and scope.

Factors that must be provided, in addition to the requested financial audited statements, include:

- a. Available financial resources;

- b. Capability of raising capital (public placement debt, private-placement debt, equity, other) in the current capital market;
- c. The number and size of past relevant university transactions; and
- d. Specific experiences on past relevant university transactions.

Note: The University will not approve any financing proposal which the University believes in its sole discretion will result in the selected Developer's financing being considered indirect debt of the University by any national rating agency currently rating University debt.

#### **6.4 Tab 1.4 - Relevant Experience & References**

Provide a list, in order of relevance to the Village, of at least four (4) recent comparable projects that include public-private partnerships in which the proposing Developers have participated, preferably projects that were developed within the past ten (10) years.

Developers should specify how each of these comparable projects relates to the proposed Village outlined in this RFQ. If possible, Developers should specify projects that include 1,000 or more beds developed in either a single or multiple phases. Alternative case studies may be submitted for consideration if Developers do not have representative projects with more than 1,000 beds, but significant public-private partnership experience must be exhibited. Include information on the proposing Developer's role, the size of the project, and which proposing Developer's key personnel worked on the project. Evidence should include brief project descriptions, a statement regarding the duration of your financial and operational involvement with each such project following completion. Project examples should include capital budget information and number of beds to allow comparison of the cost of various levels of student housing quality.

**The name, title, address, telephone number, and e-mail address of a primary contact with detailed knowledge of the projects listed must be provided.**

Relevant projects will demonstrate an ability to design, build, finance, operate and maintain the project while maintaining a long-term relationship with the institution. Project examples should demonstrate familiarity with on-campus student housing development, as well as the successful development of dining, recreation and student support facilities. Developers should demonstrate that their role in the project added substantive value to the institution. Examples should also include the project's performance including and any other factual indications of success (facility operating standards, housing occupancy, operating performance, lifecycle management, alignment with financial requirements, etc.). Except as required by applicable law, materials marked as proprietary or confidential will be considered as such.

For each of the 4 required comparable recent projects, a general project description must be provided along with the following specific information submitted in the order and format prescribed:

- a. Title of project;
- b. Owner of project with a representative's name, phone number and email address;
- c. Location of project;
- d. Use(s) of facilities (types of spaces included in facilities);
- e. Square footage of facilities in total and by types of space (i.e. housing, dining, living learning, recreational, etc.);
- f. Total project cost of facilities constructed on the site;
- g. Construction costs on a per sq. ft. basis and a "per bed" basis for the facilities;
- h. Architect for the project;
- i. General Contractor for the project;
- j. Total project schedule, including the date of Notice to Proceed and date of issuance of the Certificate of Occupancy;
- k. Photographs of the completed project or if the project has not been constructed, architectural renderings of the project;
- l. Structure of contract with the owner (i.e. design, build, finance, operate, maintain); specify on Developer's operation and maintenance obligations;
- m. For any developments that involve revenue sharing or profit splitting with the owner(s), a summary of the structure of the general financial arrangements with owner;
- n. All arbitration, mediation, or litigation that has arisen from each development contract, and the current stage of resolution of any of those items. For those items that have been concluded or resolved, the outcome of the arbitration, mediation, or litigation that was conducted;

#### **6.5 Tab 1.5 - Approach**

Realizing that the project approach will be solidified during the RFP process, please include a description of your anticipated project approach, including a phasing approach that will not take any existing beds off-line until replacement beds are constructed. Discuss how you will advance the Village's requirements, build on work completed to date, or otherwise add distinctive value to the University. With your approach, include a preliminary and conceptual project schedule depicting major milestones, durations, and dependencies that would lead to a delivery date of the initial phase of the Village in the fall of 2018, with subsequent phases delivered shortly thereafter. The total estimated development timeline is 8-10 years.

#### **6.6 Tab 1.6 - Ranking Criteria**

##### **6.6.1 Criteria**

Information provided by interested Developers will be reviewed and ranked on the following criteria which are listed in order of relative importance:

- Experience on comparable recent projects

- Financial capabilities and delivery structures
- Recent past references and prior performance
- Management of Company

#### 6.6.2 **Communication Following RFQ Submittal**

The University may elect to communicate with you after statements of qualifications are opened to resolve ambiguities or other questions about either your statement of qualifications or the scope of the RFQ. If the University has communications with any Developer, it will afford all Developers a like opportunity to respond, where appropriate. All such communications will be documented in writing and included with the statement of qualifications. Communications may not be used to revise the RFQ.

#### 6.6.3 **Questions & Clarifications**

The University, at its sole discretion, may elect to ask questions and seek clarifications from Developers responding to this RFQ. If the University elects to ask questions about the RFQ responses or clarify any items, it will speak with all responding Developers.

#### 6.6.4 **Responsibility Determination**

While it is the intent of the statement of qualifications to assist the University in determining the most qualified Developer's prior to soliciting proposals, neither the fact of pre-qualification, nor any pre-qualification rating, will preclude the University from a post-proposal consideration and determination of whether a pre-qualified Developer meets the State's standards for responsibility.

### 6.7 **Required Submittals**

It is the Developer's sole responsibility to submit information in fulfillment of the requirements of this RFQ. If pertinent information or required submittals are not included within your submittal, it may cause your submittal to be rejected or have an adverse impact on evaluation.

### 6.8 **Quantity of Submittals**

Please submit fifteen (15) hard copies of your submittal for the Committee's review in three ring binders. The hard copies should be submitted on 8.5" x 11" sized paper to make reproduction feasible as needed by the University and should not exceed 50 single-sided pages, including pictures, charts, graphs, tables, and text that the Developers deem appropriate to be part of the review of the response. **Additionally, please submit one (1) electronic copy of your submittal in PDF format on a thumb/flash drive.**

Resumes of key personnel should be appended to the end of your response. Resumes of key personnel along with the cover letter, table of contents, front and back covers, and blank section/numerical dividers, etc. will not be counted in the 50-page limit. No supplemental information to the 50-page RFQ submittal will be allowed.

The original hard copy should contain an original signature of an officer of the Developer or Developers with authority to commit the firm(s), and should be marked "Original" on front cover. As noted above, submittal contents should be presented in the same order as the requirements listed in Section 6 – Submittal Requirements of this RFQ.

#### **6.9 Submittal Instructions**

RFQ submittals should be addressed to the University and delivered to the address shown below no later than 3:00 pm EST on Friday, October 16<sup>th</sup>, 2015.

Venis Manigo  
Director of Purchasing  
University of South Carolina  
1600 Hampton St, Suite 606  
Columbia, SC 29208  
[ManigoL@mailbox.sc.edu](mailto:ManigoL@mailbox.sc.edu)

Developers should not contact any officials of the University, employees, or advisors of the University with regard to this opportunity, other than the Development Advisors as previously stated. Developers are advised that unauthorized contacts with officials, related parties or advisors of the University may result in elimination of a Developer from this RFQ process.

#### **6.10 Disclaimer**

Any representations or statements made within this RFQ shall not be considered a contractual obligation by the University and the Developers shall not be entitled to rely upon them. The University reserves the right to reject any and all submittals and to identify and select the Developer which the University, in its sole and absolute discretion, deems most qualified.

The Developer shall be solely and totally responsible for all costs associated with responding to this RFQ, and the University accepts no responsibility with regard thereto. Submissions will become the property of the University.

The University reserves all rights available to it by law in administering this RFQ, including without limitation, the right, in its sole discretion, to:

- Reject any or all submittals at any time;
- Terminate evaluation of any or all submittals at any time;
- Suspend, discontinue and/or terminate negotiations with any Developers at any time prior to the actual authorized execution of Developer Agreement;
- Negotiate with a Developer without being bound by any provision in its submittal;
- Accept and review a nonconforming submittal as authorized by the Procurement Code;
- Request or obtain clarifications, revisions or additional information from any source;
- Issue addenda to and/or cancel this RFQ;

- Issue a new request for qualifications;
- Decline to financially participate in a proposed project;
- Extend any deadline or time and waive or permit the correction of minor deficiencies or irregularities in a submittal and minor or technical violations of this RFQ as authorized by the Procurement Code;
- Change the scope and the range of services from what is defined in this RFQ at any time through the issuance of addenda; and
- Select any submitted P3 structure.

This RFQ does not commit any of the University to enter into a contract. In no event shall any of the University be bound by, or liable for, any obligations with respect to a project until such time (if at all) as a Developer Agreement, in form and substance satisfactory to the University, has been executed and properly authorized, and then only to the extent set forth therein.

Under no circumstances shall any of the University be liable for, or reimburse, the costs incurred by Respondents, whether or not selected for negotiations, in developing submittals or in negotiating agreements.

Each responding Developer, by submitting qualifications, thereby accepts all risk of adverse public notice, damages, financial loss, criticism or embarrassment that may result from any disclosure or publication of any material or information required or requested by any of the University in connection with the submission of qualifications. In submitting qualifications, the Respondent expressly waives, on behalf of itself, its partners, joint venture members, officers, employees and agents, any claim against any of the University, and their respective officers and employees, for any damages that may arise therefrom.

Any and all information any of the University makes available to Developers shall be as a convenience to the Developer and without representation or warranty of any kind.

## **Section 7. INSTRUCTIONS TO DEVELOPERS**

1. **Additional Provisions.** The following terms, reproduced below, are part of this Request for Qualifications:
  - A. PROCUREMENT OFFICER
  - B. SOLICITATION INFORMATION FROM SOURCES OTHER THAN OFFICIAL SOURCE
  - C. RESTRICTIONS ON CONTACT WITH STATE AGENCIES
  - D. CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS
  - E. DISCLOSURE OF CONFLICTS OF INTEREST OR UNFAIR COMPETITIVE ADVANTAGE
  - F. ETHICS CERTIFICATE
  - G. RESTRICTIONS APPLICABLE TO BIDDERS AND GIFTS
  - H. IRAN DIVESTMENT ACT CERTIFICATION
  - I. PROTESTS
  - J. DISCLOSURE OF YOUR SUBMITTALS

K. SUBMITTING CONFIDENTIAL INFORMATION

L. PROTEST - CPO - OSE ADDRESS

PROCUREMENT OFFICER. The Procurement Officer is:

Venis Manigo

Director of Purchasing

University of South Carolina

1600 Hampton St, Suite 606

Columbia, SC 29208

Tel: (803) 777-6790

Email: manigol@mailbox.sc.edu

SOLICITATION INFORMATION FROM SOURCES OTHER THAN OFFICIAL SOURCE: South Carolina Business Opportunities (SCBO) is the official state government publication for State of South Carolina solicitations. Any information on State agency solicitations obtained from any other source is unofficial and any reliance placed on such information is at the offeror's sole risk and is without recourse under the South Carolina Consolidated Procurement Code.

RESTRICTIONS ON CONTACT WITH STATE AGENCIES: After issuance of this Request for Qualifications, you agree not to communicate in any way, directly or indirectly, with the University (including its employees, agents or officials) regarding this procurement activity. Any material violation of this restriction will result in disqualification of your offer. All communications must be solely with the Procurement Officer. If the University communicates with you, directly or indirectly, regarding this procurement activity, you must immediately terminate the communication and promptly contact the procurement officer for instructions. This restriction expires upon the posting of an award or notice of intent to award, whichever is earlier. In addition, the procurement officer may lift this restriction by providing you with express written permission.

CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS:

(a)(1) By responding to this Request for Qualifications, Developer certifies, to the best of its knowledge and belief, that-

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

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

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

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

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

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

(b) Developer shall provide immediate written notice to the Procurement Officer if, at any time prior to contract award, Developer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

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

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of a Developer is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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

**DISCLOSURE OF CONFLICTS OF INTEREST OR UNFAIR COMPETITIVE ADVANTAGE:**

You warrant and represent that your response identifies and explains any unfair competitive advantage you may have in competing for the proposed contract and any actual or potential conflicts of interest that may arise from your participation in this competition or your receipt of an award. The two underlying principles are (a) preventing the existence of conflicting roles that might bias a contractor's judgment, and (b) preventing an unfair competitive advantage. If you have an unfair competitive advantage or a conflict of interest, the state may withhold award. Before withholding award on these grounds, a Developer will be notified of the concerns and provided a reasonable opportunity to respond. Efforts to avoid or mitigate such concerns, including restrictions on future activities, may be considered.

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

#### RESTRICTIONS APPLICABLE TO BIDDERS & GIFTS

Violation of these restrictions may result in disqualification of your bid, suspension or debarment, and may constitute a violation of the state Ethics Act. (a) After issuance of the solicitation, **bidder agrees not to discuss this procurement activity in any way with the Owner or its employees, agents or officials**. All communications must be solely with the Procurement Officer. This restriction may be lifted by express written permission from the Procurement Officer. This restriction expires once a contract has been formed. (b) Unless otherwise approved in writing by the Procurement Officer, **bidder agrees not to give anything to the Owner, any affiliated organizations, or the employees, agents or officials of either, prior to award**. (c) Bidder acknowledges that the policy of the State is that a governmental body should not accept or solicit a gift, directly or indirectly, from a donor if the governmental body has reason to believe the donor has or is seeking to obtain contractual or other business or financial relationships with the governmental body. Regulation 19-445.2165(C) broadly defines the term donor.

#### IRAN DIVESTMENT ACT CERTIFICATION

(a) The Iran Divestment Act List is a list published by the State Fiscal Accountability Authority pursuant to Section 11-57-310 that identifies persons engaged in investment activities in Iran. Currently, the list is available at the following URL: [http://procurement.sc.gov/PS/PS-iran-divestment.phtm\(.\)](http://procurement.sc.gov/PS/PS-iran-divestment.phtm(.)) Section 11-57-310 requires the government to provide a person ninety days

written notice before he is included on the list. The following representation, which is required by Section 11-57-330(A), is a material inducement for the State to award a contract to you. (b) By signing your Offer, you certify that, as of the date you sign, you are not on the then-current version of the Iran Divestment Act List. (c) You must notify the Procurement Officer immediately if, at any time before posting of a final statement of award, you are added to the Iran Divestment Act List.

PROTESTS: Any prospective bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the solicitation of a contract shall protest within fifteen days of the date of issuance of the applicable solicitation document at issue. Any actual bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the intended award or award of a contract shall protest within ten days of the date notification of award is posted in accordance with this code. A protest shall be in writing, shall set forth the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided, and must be received by the appropriate Chief Procurement Officer within the time provided. See clause entitled "Protest-CPO". [Section 11-35-4210]

DISCLOSURE OF YOUR SUBMITTALS: Pursuant to section 30-4-40(a)(5) of the South Carolina Freedom of Information Act, documents of and documents incidental to proposed contractual arrangements are exempt from disclosure until a contract has been entered into. Accordingly, documents submitted in response to this request for qualifications are exempt from disclosure at least until intent to award has been posted. To foster a robust response to this request, including the request for information, the University intends to withhold all responses from disclosure during the entire competitive process. In addition, information may be withheld as outlined below in the clause entitled Submitting Confidential Information.

SUBMITTING CONFIDENTIAL INFORMATION: (An overview is available at [www.procurement.sc.gov](http://www.procurement.sc.gov)) For every document Developer submits in response to or with regard to this solicitation or request, Developer must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that Developer contends contains information that is exempt from public disclosure because it is either (a) a trade secret as defined in Section 30-4-40(a)(1), or (b) privileged and confidential, as that phrase is used in Section 11-35-410. For every document Developer submits in response to or with regard to this solicitation or request, Developer must separately mark with the words "TRADE SECRET" every page, or portion thereof, that Developer contends contains a trade secret as that term is defined by Section 39-8-2080 of the Trade Secrets Act. For every document Developer submits in response to or with regard to this solicitation or request, Developer must separately mark with the word "PROTECTED" every page,

or portion thereof, that Developer contends is protected by Section 11-35-1810. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. Do not mark your entire response (bid, proposal, quote, etc.) as confidential, trade secret, or protected! If your response, or any part thereof, is improperly marked as confidential or trade secret or protected, the State may, in its sole discretion, determine it nonresponsive. If only portions of a page are subject to some protection, do not mark the entire page. By submitting a response to this solicitation or request, Developer (1) agrees to the public disclosure of every page of every document regarding this solicitation or request that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, and documents submitted during negotiations), unless the page is conspicuously marked "TRADE SECRET" or "CONFIDENTIAL" or "PROTECTED", (2) agrees that any information not marked, as required by these bidding instructions, as a "Trade Secret" is not a trade secret as defined by the Trade Secrets Act, and (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, are subject to public disclosure. In determining whether to release documents, the State will detrimentally rely on Developer's marking of documents, as required by these bidding instructions, as being either "Confidential" or "Trade Secret" or "PROTECTED". By submitting a response, Developer agrees to defend, indemnify and hold harmless the State of South Carolina, its officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from the State withholding information that Developer marked as "confidential" or "trade secret" or "PROTECTED". (All references to S.C. Code of Laws.)

PROTEST - CPO - OSE ADDRESS: Any protest must be addressed to the Chief Procurement Officer for Construction, and submitted in writing

(a) by email to [protest-ose@mmo.sc.gov](mailto:protest-ose@mmo.sc.gov),

(b) by facsimile at 803-737-0639, or

(c) by post or delivery to 1201 Main Street, Suite 600, Columbia, SC 29201.

GIFTS: Regulation 19-445.2165.

#### A. Policy

It is the policy of the State that a governmental body should not accept or solicit a gift, directly or indirectly, from a donor if the governmental body has reason to believe the donor has or is seeking to obtain contractual or other business or financial relationships with the governmental body.

## B. Future Contracts with Donors

Prior to accepting a gift, care should be taken to determine whether acceptance of the gift will provide the donor, directly or indirectly, an undue competitive advantage in subsequent procurements.

## C. Definition

For purposes of this Regulation 19-445.2165, the term "donor" means the business donating the gift and all divisions or other organizational elements of the business and any principals and affiliates of the business. For purposes of this Regulation, business concerns, organizations, or individuals are affiliates of each other if, directly or indirectly, either one controls or has the power to control the other, or a third party controls or has the power to control both. Indications of control include, but are not limited to, interlocking management or ownership, identity of interests among family members, shared facilities and equipment, common use of employees, or a business entity organized subsequent to the gift which has the same or similar management, ownership, or principal employees as the business that made the gift. For purposes of this section, the term 'principals' means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity including, but not limited to, a general manager, plant manager, head of a subsidiary, division, or business segment, and similar positions.

2. **Request for Proposal.** In addition to provisions similar to those listed in Section VII(1), you should expect the following provisions to be included in any Request for Proposals issued for the Project:

A. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

B. NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING

C. TAX CREDIT FOR SUBCONTRACTING WITH MINORITY FIRMS

D. CLARIFICATION (NOV 2007)

E. DISCUSSIONS & NEGOTIATIONS (NOV 2007)

CERTIFICATION OF INDEPENDENT PRICE DETERMINATION: GIVING FALSE, MISLEADING, OR INCOMPLETE INFORMATION ON THIS CERTIFICATION MAY RENDER YOU SUBJECT TO PROSECUTION UNDER SECTION 16-9-10 OF THE SOUTH CAROLINA CODE OF LAWS AND OTHER APPLICABLE LAWS.

(a) By submitting an offer, the offeror certifies that—

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to—

- (i) Those prices;
  - (ii) The intention to submit an offer; or
  - (iii) The methods or factors used to calculate the prices offered.
- (2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.
- (b) Each signature on the offer is considered to be a certification by the signatory that the signatory—
- (1) Is the person in the offeror's organization responsible for determining the prices being offered in this offer, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; or
  - (2)(i) Has been authorized, in writing, to act as agent for the offeror's principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification [As used in this subdivision (b)(2)(i), the term "principals" means the person(s) in the offeror's organization responsible for determining the prices offered in this bid];
  - (ii) As an authorized agent, does certify that the principals referenced in subdivision (b)(2)(i) of this certification have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; and
  - (iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification.
- (c) If the offeror deletes or modifies paragraph (a)(2) of this certification, the bidder must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING (IMPORTANT TAX NOTICE - NONRESIDENTS ONLY): Withholding Requirements for Payments to Nonresidents: Section 12-8-550 of the South Carolina Code of Laws requires persons hiring or contracting with a nonresident conducting a business or performing personal services of a temporary nature within South Carolina to withhold 2% of each payment made to the nonresident. The withholding requirement does not apply to (1) payments on purchase orders for tangible personal property when the payments are not accompanied by services to be performed in South Carolina, (2) nonresidents who are not conducting business in South Carolina, (3) nonresidents for contracts that do not exceed \$10,000 in a calendar year, or (4) payments to a nonresident who (a) registers with either the S.C. Department of Revenue or the S.C. Secretary of State and

(b) submits a Nonresident Taxpayer Registration Affidavit - Income Tax Withholding, Form I-312 to the person letting the contract.

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

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

PLEASE SEE THE "NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING" FORM (FORM NUMBER I-312) LOCATED AT: <http://www.sctax.org/Forms+and+Instructions/withholding/default.htm>

TAX CREDIT FOR SUBCONTRACTING WITH MINORITY FIRMS: Pursuant to Section 12-6-3350, taxpayers, who utilize certified minority subcontractors, may take a tax credit equal to 4% of the payments they make to said subcontractors. The payments claimed must be based on work performed directly for a South Carolina state contract. The credit is limited to a maximum of fifty thousand dollars annually. The taxpayer is eligible to claim the credit for 10 consecutive taxable years beginning with the taxable year in which the first payment is made to the subcontractor that qualifies for the credit. After the above ten consecutive taxable years, the taxpayer is no longer eligible for the credit. The credit may be claimed on Form TC-2, "Minority Business Credit." A copy of the subcontractor's certificate from the Governor's Office of Small and Minority Business (OSMBA) is to be attached to the contractor's income tax return. Taxpayers must maintain evidence of work performed for a State contract by the minority subcontractor. Questions regarding the tax credit and how to file are to be referred to: SC Department of Revenue, Research and Review, Phone: (803) 898-5786, Fax: (803) 898-5888. The subcontractor must be certified as to the criteria of a "Minority Firm" by the Governor's Office of Small and Minority Business Assistance (OSMBA). Certificates are issued to subcontractors upon successful completion of the certification process. Questions regarding subcontractor certification are to be referred to: Governor's Office of Small and Minority Business Assistance, Phone: (803) 734-0657, Fax: (803) 734-2498. Reference: SC §11-35-5010 – Definition for Minority Subcontractor & SC §11-35-5230 (B) – Regulations for Negotiating with State Minority Firms.

CLARIFICATION (NOV 2007): Pursuant to Section 11-35-1520(8), the Procurement Officer may elect to communicate with you after opening for the purpose of clarifying either your offer or the requirements of the solicitation. Such communications may be conducted only with offerors who

have submitted an offer which obviously conforms in all material aspects to the solicitation. Clarification of an offer must be documented in writing and included with the offer. Clarifications may not be used to revise an offer or the solicitation. [Section 11-35-1520(8); R.19-445.2080]

**DISCUSSIONS & NEGOTIATIONS:** Submit your best terms from both a price and a technical standpoint. Your proposal may be evaluated and your offer accepted without any discussions, negotiations, or prior notice. Ordinarily, nonresponsive proposals will be rejected outright without prior notice. Nevertheless, the University may elect to conduct discussions, including the possibility of limited proposal revisions, but only for those proposals reasonably susceptible of being selected for award. [11-35-1530(6); R.19-445.2095(l)] If improper revisions are submitted during discussions, the University may elect to consider only your unrevised initial proposal, provided your initial offer is responsive. The University may also elect to conduct negotiations, beginning with the highest ranked offeror, or seek best and final offers, as provided in Section 11-35-1530(8). Negotiations may involve both price and matters affecting the scope of the contract, so long as changes are within the general scope of the request for proposals. If negotiations are conducted, the University may elect to disregard the negotiations and accept your original proposal.

3. **Contract.** In addition to provisions similar to those listed in Sections VII(1) and (2), you should expect the following provisions to be included in any contract issued for the Project:

- A. ECONOMIC CONFLICT OF INTEREST (2011)
- B. ILLEGAL IMMIGRATION
- C. DRUG-FREE WORKPLACE
- D. FALSE CLAIMS
- E. NON-INDEMNIFICATION
- F. CLAIMS AND DISPUTE RESOLUTION
- G. PRICING DATA AND AUDIT
- H. INTELLECTUAL PROPERTY INDEMNITY

ECONOMIC CONFLICT OF INTEREST (2011): A contractor shall not have or exercise any official responsibility regarding a public contract in which the contractor, or a business with which he is associated, has an economic interest. A person working for contractor shall not have or exercise any official responsibility regarding a public contract in which the person, an individual with whom he is associated, or his family members have an economic interest. If contractor is asked by any person to violate, or does violate, either of these restrictions, contractor shall immediately communicate such information to the procurement officer. The state may rescind,

and recover any amount expended as a result of, any action taken or contract entered in violation of this provision. The terms "business with which he is associated," "economic interest," "family member," "immediate family," "individual with whom he is associated," "official responsibility" and "person" have the meanings provided in Section 8-13-100.

ILLEGAL IMMIGRATION: Contractor certifies and agrees that it will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agrees to provide to the State upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable both to Contractor and its subcontractors or sub-subcontractors; or (b) that Contractor and its subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony, and, upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." Contractor agrees to include in any contracts with its subcontractors language requiring its subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with the sub-subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14. (An overview is available at [www.procurement.sc.gov](http://www.procurement.sc.gov))

DRUG-FREE WORKPLACE: The Contractor certifies to the Owner that Contractor will provide a Drug-Free Workplace, as required by Title 44, Chapter 107 of the South Carolina Code of Laws, as amended.

FALSE CLAIMS: According to the S.C. Code of Laws § 16-13-240, "a person who by false pretense or representation obtains the signature of a person to a written instrument or obtains from another person any chattel, money, valuable security, or other property, real or personal, with intent to cheat and defraud a person of that property is guilty" of a crime.

NON-INDEMNIFICATION: Any term or condition is void to the extent it requires the State to indemnify anyone. It is unlawful for a person charged with disbursements of state funds appropriated by the General Assembly to exceed the amounts and purposes stated in the appropriations. (§ 11-9-20) It is unlawful for an authorized public officer to enter into a contract for a purpose in which the sum is in excess of the amount appropriated for that purpose. It is unlawful for an authorized public officer to divert or appropriate the funds arising from any tax levied and collected for any one fiscal year to the payment of an indebtedness contracted or incurred for a previous year. (§ 11-1-40)

## CLAIMS AND DISPUTE RESOLUTION

### (A) DUTY OF COOPERATION:

(1) Contractor and Owner are fully committed to working with each other throughout the Project to avoid or minimize claims. To further this goal, Contractor and Owner agree to communicate regularly with each other at all times notifying one another as soon as reasonably possible of any issue that if not addressed may cause loss, delay, and/or disruption of the Work. If claims do arise, Contractor and Owner each commit to resolving such claims in an amicable, professional, and expeditious manner to avoid unnecessary losses, delays, and disruptions to the Work.

(2) In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

### (B) RESOLUTION OF DISPUTES

(1) If a claim is not resolved pursuant to Section (A) above to the satisfaction of either party, both parties shall attempt to resolve the dispute at the field level through discussions between Contractor's Representative and Owner's Representative. If a dispute cannot be resolved through Contractor's Representative and Owner's Representative, then the Contractor's Senior Representative and the Owner's Senior Representative, upon the request of either party, shall meet as soon as conveniently possible, but in no case later than twenty-one days after such a request is made, to attempt to resolve such dispute. Prior to any meetings between the Senior Representatives, the parties will exchange relevant information that will assist the parties in resolving their dispute. The meetings required by this Section are a condition precedent to resolution pursuant to Section (B)(2).

(2) If after meeting in accordance with the provisions of Section (B)(1), the Senior Representatives determine that the dispute cannot be resolved on terms satisfactory to both the Contractor and the Owner, then either party may submit the dispute by written request to South Carolina's Chief Procurement Officer for Construction (CPOC). Except as otherwise provided in this Article, all claims or controversies relating to the Contract shall be resolved exclusively by the appropriate Chief Procurement Officer in accordance with Title 11, Chapter 35, Article 17 of the South Carolina Code of Laws, or in the absence of jurisdiction, only in the Court of Common Pleas for or a federal court located in, Richland County, State of South Carolina. Contractor agrees that any act by the State regarding the Contract is not a waiver of either the State's sovereign immunity or the State's immunity under the Eleventh Amendment of the United States' Constitution.

(3) If any party seeks resolution to a dispute pursuant to Section (B)(2), the parties shall participate in non-binding mediation to resolve the claim. If the claim is governed by Title 11,

Chapter 35, Article 17 of the South Carolina Code of Laws as amended and the amount in controversy is \$100,000.00 or less, the CPOC shall appoint a mediator, otherwise, the mediation shall be conducted by an impartial mediator selected by mutual agreement of the parties, or if the parties cannot so agree, a mediator designated by the American Arbitration Association (“AAA”) pursuant to its Construction Industry Mediation Rules. The mediation will be governed by and conducted pursuant to a mediation agreement negotiated by the parties or, if the parties cannot so agree, by procedures established by the mediator.

(4) Without relieving any party from the other requirements of this Article, either party may initiate proceedings in the appropriate forum prior to initiating or completing the procedures required by Sections (A) and (B)(1) if such action is necessary to preserve a claim by avoiding the application of any applicable statutory period of limitation or repose.

(5) Service of Process - Contractor consents that any papers, notices, or process necessary or proper for the initiation or continuation of any claims, claims, or controversies relating to the Contract; for any court action in connection therewith; or for the entry of judgment on any award made, may be served on Contractor by certified mail (return receipt requested) addressed to Contractor at the address provided for the Contractor’s Senior Representative or by personal service or by any other manner that is permitted by law, in or outside South Carolina. Notice by certified mail is deemed duly given upon deposit in the United States mail.

#### PRICING DATA AND AUDIT

(1) Cost or Pricing Data - Upon request of the Owner or Architect, Contractor shall submit cost or pricing data prior to execution of a Modification which exceeds \$100,000. Contractor shall certify that, to the best of its knowledge and belief, the cost or pricing data submitted is accurate, complete, and current as of a mutually determined specified date prior to the date of pricing the Modification. Contractor’s price, including profit, shall be adjusted to exclude any significant sums by which such price was increased because Contractor furnished cost or pricing data that was inaccurate, incomplete, or not current as of the date specified by the parties. Notwithstanding Subparagraph 9.10.4, such adjustments may be made after final payment to the Contractor.

(2) Cost or pricing data means all facts that, as of the date specified by the parties, prudent buyers and sellers would reasonably expect to affect price negotiations significantly. Cost or pricing data are factual, not judgmental; and are verifiable. While they do not indicate the accuracy of the prospective contractor's judgment about estimated future costs or projections, they do include the data forming the basis for that judgment. Cost or pricing data are more than historical accounting data; they are all the facts that can be reasonably expected to contribute to the soundness of estimates of future costs and to the validity of determinations of costs already incurred.

(3) Records Retention - As used in Section 7.6, the term "records" means any books or records that relate to cost or pricing data that Contractor is required to submit pursuant to Section 7.6.1. Contractor shall maintain records for three years from the date of final payment, or longer if requested by the chief procurement officer. The Owner may audit Contractor's records at reasonable times and places.

INTELLECTUAL PROPERTY INDEMNITY: Without limitation and notwithstanding any other provision in this agreement, Design-Builder shall, upon receipt of notification, defend and indemnify the Indemnitees against all actions, proceedings or claims of any nature (and for all damages, settlement payments, attorneys' fees, costs, expenses, losses or liabilities attributable thereto) by any third party asserting or involving Intellectual Property (IP) rights related to the Instruments of Service. Design-Builder's obligations under this paragraph do not apply to a claim to the extent (i) that the claim is caused by Design-Builder's compliance with a detailed, exact statement of particulars (such as a statement prescribing materials, dimensions, and quality of work) furnished by the State unless Design-Builder knew its compliance with the State's specifications would infringe an IP right, or (ii) that the claim is caused by Design-Builder's compliance with a detailed, exact statement of particulars furnished by the State if the State knowingly relied on a third party's IP right to develop the specifications provided to Design-Builder and failed to identify such product to Design-Builder. State must reasonably cooperate with Design-Builder's defense of such claims or suits and, subject to Title 1, Chapter 7 of the South Carolina Code of Laws, may allow Design-Builder sole control of the defense, so long as the defense is diligently and capably prosecuted. State may participate in the defense of any action. Design-Builder's obligations under this clause shall survive the termination, cancellation, rejection, or expiration of this Agreement. "IP rights" means any rights protected by the laws governing patents, copyrights, trademarks, trade secrets, or any other proprietary rights. As used in this paragraph, "Indemnitees" means the State (including its instrumentalities, agencies, departments, boards, and political subdivisions), the contractor, the subcontractors at all tiers, and the officers, agents and employees of all the foregoing.

**END OF THE REQUEST FOR QUALIFICATIONS.**