

**FRANCIS MARION UNIVERSITY  
Smith University Center Renovations / Improvements  
State Project No. H18-9582-SG**

**Request to Short-Listed Firms  
Only**

**Request for  
Proposals and Interview  
to provide  
Design-Build Services**

**July 11, 2022**

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## **1. Preliminary Considerations**

**1.1. Owner's Design Requirements and Considerations.** This information is incorporated into the RFP as Exhibit C.

**1.2. Technically Superior Proposal** Final selection of the Design-Build Firm for this project shall be made using the Technically Superior Proposal method. After the technical proposals, the interview, and the price proposal from each Offeror have been evaluated, based on the criteria established in paragraph 2.2.1., the ranking of the Short-Listed Firms will be determined. The price proposal will provide part of the basis for the initial negotiations subsequently conducted with the highest ranked Offeror. If negotiations with the highest ranked Offeror are not successful, the Owner will then invite the second ranked Firm to negotiate, and so on. Once the successful Firm and the Contract Price are agreed upon and after the protest period is over, the Owner will award a Design-Build services contract.

**1.2.1.** The price proposals are to include the total cost of the project including fees, design, overhead, profit, and construction cost. The price proposal may be conveyed in the form of a stipulated lump sum price. The proposal price may become the Contracted Price, or negotiations may occur that would result in a Contracted Price that is different from the proposed price. Any cost savings between the proposed lump sum price and the Contracted Price will accrue to the Owner. Once a Contract is signed, any revisions to the Contract Price are to be based on cost reductions only, unless the Owner modifies the scope of work. Any savings as a result of "value engineering," final design pricing from vendors and subcontractors, etc. will result in a shared savings between the Owner and the Design-Build Firm. The percentage of that sharing between the Owner and the Design-Build Firm will be negotiated prior to entering a contract.

**1.2.2.** According to SC Code § 11-35-1830, the Offeror "shall certify that to the best of his knowledge or belief, the cost or pricing data submitted is accurate, complete and current". Each Short-Listed Firm that submits a price proposal shall, by its submission, acknowledge this requirement.

**1.2.3. CLARIFICATION (NOV 2007):** Pursuant to SC Code § 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. [SC Code § 11-35-1520(8); SC Reg.19-445.2080]

**1.2.4. DISCUSSIONS & NEGOTIATIONS (NOV 2007):** Submit your best terms from a cost or price and from a technical standpoint. Your proposal may be evaluated, and your offer accepted without any discussions, negotiations, or prior notice. Ordinarily, nonresponsive proposals will be rejected outright. Nevertheless, the State may elect to conduct discussions, including the possibility of limited proposal revisions, but only for those proposals reasonably susceptible of being selected for award. If improper revisions are submitted, the State may elect to consider only your unrevised initial proposal. [SC Code § 11-35-1530(6); SC Reg.19-445.2095(l)] The State may also elect to conduct negotiations, beginning with the highest ranked Offeror, or seek best and final offers, as provided in SC Code § 11-35-1530(8). If negotiations are conducted, the State may elect to disregard the negotiations and accept your original proposal.

## **2. Written Technical Proposal—Submission Format and Requirements (Response to Request for Proposal or "RFP")**

**2.1. Physical Submittal.** The Short-Listed Firms are asked to submit proposals describing their ideas and approach to the present project. The format shall be according to the order listed below.

**2.1.1. Six (6) paper** copies of the proposal shall be submitted. Each submittal set shall be identical and include a transmittal (cover) letter. The transmittal letter will not count toward the page limit. One digital copy of the presentation should be brought to the interview. Responses should be concise, clear, and relevant. Submitter's cost incurred in responding to this RFP is submitter's alone. The Owner does not

accept liability for any such costs.

**2.1.2. Responses are limited to eighty (80) printed pages (may be fewer) using a minimum of a 10-point font.** Submitted document shall be 8½" x 11" in surface area, not including its binder. If, however, the proposer needs a larger area on several pages to illustrate design ideas, it is acceptable to include larger paper (11" x 17") that is folded into the 8½" x 11" submittal. Pages should be numbered consecutively. A table of contents, with corresponding tabs in the body of the proposal, must be included as well to identify each section. Placing multiple tabs on the same page is perfectly acceptable. If more than one item in the table of contents can be started on a single page, you may do so and place all corresponding tabs on that page. Any affidavits, certifications, or signed statements called for may be included in an appendix and will not count toward the page limit. Responses exceeding the 80-page minimum will not be viewed favorably by the Selection Committee.

**2.1.3. The deadline for submissions to the RFP is September 1, 2022, by 4:00 PM EST.** This is a Firm deadline. The Owner is not responsible for the proper or timely delivery of submittals. Failure to meet the deadline for receipt of submittals will result in rejection of the submittal. Submittals received after the deadline will not be considered whether delayed in transit or for any other cause whatsoever. Each Firm is solely responsible for the accuracy and completeness of its submittal. Errors and omissions may constitute grounds for rejection.

**2.1.4.** A Firm should deliver its technical proposal in a sealed package. The name and address of the Firm should appear on the outside of the package, and the package should reference the project; i.e., "RFP for Design-Build Services, Smith University Center Renovations / Improvements, State Project No. H18-9582-SG." **Do not include your price proposal in the submission. (See Section 3.4 – Price Proposal Submission.)**

**2.1.5.** Submit technical proposal only (no price proposal) to the following address:

Miss Taylor L. Hucks, Project Manager  
Francis Marion University  
4822 East Palmetto Street  
Florence, SC 29506

**2.1.6.** A pre-proposal conference for the RFP will be conducted on July 20, 2022 at 1:00 PM EST. The pre-proposal will be held in the Smith University Center on the Francis Marion University Campus. As part of the pre-proposal conference, a site visit will be conducted for the Short-Listed Firms. Separate site visits for individual Firms will **not** be conducted.

**2.1.7.** Short-listed Firms shall only contact the Francis Marion Project Manager listed below to answer questions related to this RFP. All questions must be submitted in writing via e-mail to the following:

Miss Taylor L. Hucks, Project Manager  
E-mail: [taylor.hucks@fmarion.edu](mailto:taylor.hucks@fmarion.edu)

All questions should arrive in the Project Manager's Inbox no later than 4:00 PM EST, July 25, 2022. This is a Firm deadline. The questions and the Owner's responses will be posted to the Francis Marion University Facilities Management webpage at <https://www.fmarion.edu/facilitiesmanagement/> no later than 4:00 PM EST, July 28, 2022. Firms must **not** contact any Selection Committee members prior to the interview and until after a contract is executed.

**2.1.8.** The Owner intends to limit the cost that proposers incur to respond to this solicitation. Therefore, proposers are encouraged to be brief and succinct. By this time on the selection process, the Owner will have Firms' qualifications statements. Therefore, Firms should devote most of their allotted space in the written proposal, and time in the interview presentation, to their creative ideas and special qualifications pertinent to the present project. Thick volumes of background and general marketing material are not desired. Instead, a Firm should highlight its responsiveness to the evaluation criteria and its

understanding of this project's requirements and the Owner's goals. If there are multiple Firms proposed as one Design-Build Team, each component Firm should describe its own relevant experience.

## **2.2. Evaluation of Short-Listed Firms.**

**2.2.1. Evaluative Criteria** – The Selection Committee will evaluate the content of the written technical proposal, the interview and the price proposal based upon the criteria listed in the table below. Each major category of criteria is listed in order of importance. The evaluation of each Firm will be based upon consideration of the demonstrated qualifications and the capabilities of the proposers. Absent modification by addendum, factors to be considered in the evaluation will be limited to the following:

<b>Major Category</b>	<b>Criteria Summaries</b>
Demonstrated Compliance with the Design Requirements	<ul style="list-style-type: none"> <li>• Design-Builder's interpretation of the supplied conceptual design and programming information, particularly pertaining to:               <ul style="list-style-type: none"> <li>* Project Approach</li> <li>* Management Plan</li> <li>* Building Design Guidelines</li> <li>* Building Design and Function</li> <li>* Design Functionality</li> </ul> </li> </ul>
Price Proposal	<ul style="list-style-type: none"> <li>• The Design-Build Firm's price deviation from the design/construction budget of \$4 million.</li> <li>• The Design-Build Firm's price relative to the scope of work described in the RFP.</li> <li>• The Design-Build Firm's price for features, accents, and improvements beyond the scope described in the RFP.</li> </ul>
Offeror Qualifications	<ul style="list-style-type: none"> <li>• Specific experience of the proposed project Firm on similar projects utilizing the Design-Build project delivery method, including specific details on the pre-design, design, preconstruction, and construction phase services provided.</li> <li>• Depth of resources with experience and ability of the Architects / Engineers / Consultants in the professional design role.</li> <li>• Depth of resources with experience and ability of the Builder to include: Project Manager, Superintendent, Cost Estimator, Scheduler, Project Executive, etc.</li> </ul>
History of on-time, on-budget, & on-schedule for previous D-B projects	<ul style="list-style-type: none"> <li>• The Design-Build Firm's demonstrated ability to have met the project's budget and schedule on previous Design-Build projects.</li> </ul>
Project Schedule	<ul style="list-style-type: none"> <li>• The Design-Build Firm's proposed schedule as it relates to the needs of the University.</li> </ul>
Financial Capacity	<ul style="list-style-type: none"> <li>• The Design-Build Firm's financial stability.</li> </ul>
References	<ul style="list-style-type: none"> <li>• Quality of the Design-Build Firm's references.</li> <li>• The breadth of the References (Owners, Users, Maintenance Personnel).</li> </ul>

Proposers must submit evidence of their abilities and provide complete, thorough, and comprehensive responses and information for each of the criteria above, as elaborated below.

**The proposal submittal from Short-Listed Firms should contain responses to the following and in the order shown:**

### **2.2.2. Demonstrated Compliance with Design Requirements**

- a. Describe how your Firm will address the Owner's design requirements identified in Exhibit C of this document. Identify challenges with achieving the requirements and how you plan to overcome those challenges.

### **2.2.3. Project Approach**

- a. Will your approach be designer-led team or constructor-led team? What difference does it make?
- b. Describe roles and responsibilities in the Design-Build delivery method during the main project phases. Describe your commitment to these.
- c. Describe how your Firm would assist the Owner in assuring participation by local contractors. Include examples of other projects where you have been successful in meeting similar goals.
- d. Provide a Minority Business Utilization Plan that details your Firm's efforts for achieving the minimum objectives as set forth in the RFQ. Each Plan should address efforts at outreach to the minority community to make them aware of specific business and work opportunities, including second- and third-tier participation.
- e. Describe your process to settle upon a Contract Price.
- f. Discuss your ability to get bonding for the project.

### **2.2.4. Qualifications and Experience of Proposed Project Team**

- a. Describe your Firm's proposed organization for the Design-Build team. Your synopsis should provide an organizational chart showing the lines of responsibility and accountability. Please designate the specific people to fill the following key roles on your team:
  - Designer of Record
  - Other Project Architects
  - Project Engineers
  - Superintendent
  - Project Manager
  - Preconstruction Services Manager
  - Project Director
  - Cost Estimator
  - Project Executive
  - Other (please describe, if applicable)
- b. Please identify the person who, *from project start to finish*, will be the leader of your project team and the principal point of contact between your Firm and the Owner. This person's competence, leadership, and ability to achieve customer satisfaction will be heavily considered in the selection of a Design-Build Firm. Provide detailed information on this person's qualifications and the direction, authority, and management tools that you will provide him or her.

### **2.2.5. Management Plan**

- a. Describe your process for efficiently resolving issues and maintaining project commitments, working collaboratively with the Owners.
- b. Provide your detailed scope management plan for incorporating and protecting approved project components.
- c. Provide your detailed schedule management plan for this project during design and construction. Describe systems and procedures your Firm uses to manage the project schedule. Describe

alternatives that may be explored to shorten the schedule.

- d. Provide your detailed cost management plan for controlling costs on this project within the stated cost limitation during design and construction. Describe your systems and procedures for controlling costs during design and construction.
- e. Provide your quality assurance plan for this project. Describe your Firm's approach for validating compliance with the construction documents. Explain your process for ensuring quality workmanship.
- f. Provide your detailed subcontractor management plan, including contract document compliance procedures, project accounting procedures, and issue resolution.
- g. Provide specific examples demonstrating your ability to communicate to solve complex project issues without compromising your team commitments.
- h. Provide your detailed change management plan for managing cost and schedule exposures within the stated limitations.
- i. Provide your closeout management plan for this project. Describe your systems and procedures for your closeout plan.

#### **2.2.6. References.**

If your Firm has additional references that were not provided in your qualification submittal, provide them now, along with a brief statement about the relevance of each reference. **It is the Proposer's responsibility to ensure that they have listed a current contact with a correct phone number.** Include project-specific references and contact information for the following team members:

- Designer of Record
- Project Manager

#### **2.3. Additional Conditions.**

**2.3.1.** The Selection Committee intends to interview all Short-Listed Firms. Nevertheless, it is possible, although not anticipated, that the review of a technical proposal from a Firm might convince the Selection Committee that a Short-Listed Firm is not appropriate for this project after all. Therefore, the Selection Committee will issue formal invitations to interview, leaving open the possibility that a Short-Listed Firm might not continue in the competition past submittal of its technical proposal.

**2.3.2.** Withdrawal of RFP. Francis Marion University reserves the right to withdraw this RFP or to reject any and all submittals at any time and cancel the project if, in the sole discretion of the University, continuation is deemed not to be in the best interest of Francis Marion University or the State of South Carolina.

**2.3.3.** Rejection of Submittals. In addition to the Owner's general right to reject all submittals, a submittal may be rejected if the submittal contains false or misleading statements or references that, in the sole judgment of the Selection Committee, do not support an attribute or condition contended by the Firm and, in the sole judgment of the Selection Committee, such statements were intended to mislead the Selection Committee in its evaluation of the submittal.

**2.3.4.** Proposal Acceptance. The Selection Committee's identification of an apparent successful Firm does not necessarily mean the Selection Committee accepts all aspects of the Firm's submittal or proposal.

**2.3.5.** Minor Irregularities and Rejection of Submittals. The Selection Committee reserves the right, in its sole discretion, to waive minor irregularities and to reject any or all submittals.

**2.3.6.** Use of Proposals. All submittals, together with any supporting material submitted by the Firm, become the property of the Owner and may be retained, destroyed, or otherwise disposed of at the convenience of the Owner. All submittals, if retained by the Owner, become a matter of public record when final negotiations are completed. The submittal received from the selected Firm will become part of the agreement reached by the Owners and the Firm.

**2.3.7. FOIA Request.** Access to another Firm's submittals, after a contract award, is limited to the information that is subject to a FOIA request.

**2.3.8. Use of Ideas or Concepts.** By providing a submittal, each Firm agrees that Francis Marion University will have the right to use any or all ideas or concepts presented in any submittal without restriction and without compensation to the Firm.

**2.3.9. Costs to Prepare Proposals.** The Owner assumes no responsibility or obligation to the respondents and will make no payment for any costs associated with the preparation or submission of proposals.

**2.3.10. References.** The Owner reserves the right to check references of proposed personnel on the project team and to request substitutions if it deems such action in the Owner's best interests. Moreover, the Owner reserves the right to check any reference given by the proposer.

**2.3.11. Confidentiality of Documents.** Upon receipt of a proposal by the Owner, the proposal shall become the property of the Owner without compensation to the proponent for disposition or usage by the Owner at its discretion. Subject to the provisions of the Freedom of Information Act, the details of the proposal documents will remain confidential until final award. Please clearly mark as "confidential" those areas that you consider to be proprietary information.

**2.3.12. Equal Employment Opportunity.** During the performance of this Contract, the Design-Builder agrees as follows: The Design-Builder will not discriminate against any employee or applicant for employment because of race, creed, color, sex, age, national origin, place of birth, or physical handicap. The Design-Builder must have a history of being non-discriminating and will not discriminate on the basis of race, creed, color, sex, or national origin in any of its employment practices, or procurement practices with respect to the workforce of the Firm, or procurement services in connection with this project. An affirmative action plan must be maintained for both work force and procurement practices.

**2.3.13. Francis Marion University embraces diversity** in all aspects of its function, including use of minority businesses, vendors, or contractors in construction projects.

**2.3.14. Non-Collusion.** In submitting its proposal, the proposer affirms that, in connection with its proposal, the proposer has not either directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free and open competition, and that, to the best of its knowledge and belief, the contents of its proposal have not been communicated by the proposer or by any of the proposer's employees or agents to any person who is not an employee or agent of the proposer or of the surety on any bond furnished with the proposal and will not be communicated to any person who is not an employee or agent of the proposer or of said surety prior to the official opening of the proposal, and, to the extent that subcontractors and teaming partners have not participated in any collusive activities as described above.

### **3. Interview & Price Proposal**

**3.1. Proposal Presentation and Interview Format.** The tentatively scheduled date for the interviews is **September 8<sup>th</sup>, 2022**. A random drawing will determine the order. The time allotted to each Firm for the presentation and interview will not exceed 65 minutes (40 minutes for presentation and 25 minutes for questions and answers). The format of the Firm's presentation during the interview session is at the discretion of the Firm. All members of the Selection Committee will be present during the formal interview.

**3.2. Who Should Attend?** Please limit the number of representatives of the Design-Builder team to no more than ten (10) people, but include at least the Design Professional(s), the Design-Builder's Project Manager, and those with whom the Owner will interact regularly. Essential consultants may be appropriate, also.

**3.3. Things to Address at Interview.** The intent of the formal interview process is to provide the Selection Committee with an elaboration of the written proposal's information in order to help the Selection Committee make a final selection of the Firm that, in the sole discretion of the Selection Committee, best meets the requirements for this project.

**3.4. Price Proposal Submission.** Price proposals must be submitted to the Selection Committee by the



conclusion of the interview session in a Sealed Envelope.

**3.4.1.** The price proposals should include the total cost of the project including fees, design, overhead, profit, and construction cost. The proposal shall include a one-page summary, carefully expressing the Firm's rationale for its particular expression of prices. The proposal may be conveyed in the form of an estimated stipulated lump sum. The proposal price may become the Contracted Price or negotiations may occur that would result in a Contracted Price that is different than the proposed price. Any cost savings between the proposed lump sum price and the Contracted Price would return to Francis Marion.

Once a contract is signed, any revisions to the Contract Price are to be based on cost reductions only unless the Owner modifies the scope of work. Any savings as a result of "value engineering", final design pricing from vendors and subcontractors, etc. will result in a shared savings between the Owner and the Design-Build Firm. The percentage of that sharing between the Owner and the Design/Build Firm will be negotiated prior to entering a contract.

**3.4.2.** The price proposal should account for, but not include expenses associated with contracting for Chapter 1 inspections or Chapter 17 testing and inspections. The Owner, in conjunction with the Design Team will determine the Information Technology needs and develop a joint plan. The Owner will purchase the server, switches, and wireless access points associated with this plan directly. The Design-Build Team will install the cabling.

**3.4.3.** A suggested price proposal form is enclosed at Exhibit B.

**3.5. Contract Negotiation.** After the ranking of the Short-Listed Firms, the Owners will initiate negotiations with the top-ranked Firm to determine the Contract Price based on the proposed or redefined scope. In the event that a satisfactory Contract Price cannot be agreed upon with the highest-ranked Firm, the Owners will enter into negotiations in turn with the second-ranked Firm and so-on until a mutually agreed-upon contract is established. Once the successful Design-Build Firm and Contract Price are agreed upon, the Owner will award a Design-Build Services Contract. Contract documents will be based on the documents/forms in Appendix E.3 Contracts and Clauses for Use on Design-Build Projects of the 2021 version of the Manual for Planning and Execution of State Permanent Improvements. See also Exhibit A – Clauses on the next page.

## Exhibit A – Clauses

From the Office of State Engineer Manual for Planning and Execution of State Improvement Projects:  
E.3 – Contracts and Clauses for Use on Design-Build Projects

- SE-733 - Agreement Between Agency and Design-Builder
- SE-734 - General Conditions of the Contract Between Agency and Design-Builder

### CLAUSES FOR USE IN DESIGN-BUILD RFP

1. Disclosure of Conflicts of Interest or Unfair Competitive Advantage (2011): You warrant and represent that your offer identifies and explains any unfair competitive advantage you may have in competing for the proposed contract and any actual or potential conflicts of interest that may arise from your participation in this competition or your receipt of an award. Without limitation, an unfair competitive advantage exists where a contractor competing for award possesses either proprietary information that was obtained from a government official without proper authorization or source selection information (as defined in SC Regulation 19-445.2010(C)) that is relevant to the contract but is not available to all competitors, and such information would assist that contractor in obtaining the contract. If you have an unfair competitive advantage or a conflict of interest, the state may withhold award. Before withholding award on these grounds, an offeror will be notified of the concerns and provided a reasonable opportunity to respond. Efforts to avoid or mitigate such concerns, including restrictions on future activities, may be considered.
2. 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—
      - (a) Those prices;
      - (b) The intention to submit an offer; or
      - (c) 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 2.a(1) through 2.a(3) of this certification; or
    - 2)
      - (a) Has been authorized, in writing, to act as agent for the Offeror's principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs 2.a(1) through 2.a(3) of this certification [As used in this subdivision 2.b(2)(a), the term "principals" means the person(s) in the Offeror's organization responsible for determining the prices offered in this bid];
      - (b) As an authorized agent, does certify that the principals referenced in subdivision 2.b(2)(a) of this certification have not participated, and will not participate, in any action contrary to paragraphs 2.a(1) through 2.a(3) of this certification; and
      - (c) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs 2.a(1) through 2.a(3) of this certification.

- c. If the Offeror deletes or modifies paragraph 2.a(2) of this certification, the Offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.
3. **CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS:**
- a. By submitting an Offer, Offeror certifies, to the best of its knowledge and belief, that-
    - 1) Offeror and/or any of its Principals-
      - (a) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency;
      - (b) Have not, within a three-year period preceding this bid, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of bids; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
      - (c) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph 3.a(1)(b) of this provision.
    - 2) Offeror has not, within a three-year period preceding this bid, had one or more contracts terminated for default by any public (Federal, state, or local) entity.
  - b. "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).
  - c. Offeror shall provide immediate written notice to the Procurement Officer if, at any time prior to contract award, Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
  - d. If Offeror is unable to certify the representations stated in paragraphs 3.a., Offer must submit a written explanation regarding its inability to make the certification. The certification will be considered in connection with a review of the Offeror's responsibility. Failure of the Offeror to furnish additional information as requested by the Procurement Officer may render the Offeror nonresponsible.
  - e. 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 3.a of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
  - f. The certification in paragraph 3.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 Offeror 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.
4. **ETHICS CERTIFICATE:** By submitting an offer, the Offeror certifies that the Offeror has and will comply with, and has not, and will not, induce a person to violate Title 8, Chapter 13 of the South Carolina Code of Laws, as amended (ethics act). The following statutes require special attention: SC Code § 8-13-700, regarding use of official position for financial gain; SC Code § 8-13-705, regarding gifts to influence action of public official; SC Code § 8-13-720, regarding offering money for advice or assistance of public official; SC Code §§ 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; SC Code § 8-13-790, regarding recovery of kickbacks; SC Code § 8-13-1150, regarding statements to be filed by consultants; and SC Code § 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 SC Code § 8-13-1150 to the procurement officer at the same time the law requires the statement to be filed.
5. **RESTRICTIONS APPLICABLE TO OFFERORS & GIFTS:** Violation of these restrictions may result in disqualification of your bid, suspension or debarment, and may constitute a violation of the state Ethics Act.

- a. After issuance of the solicitation, ***Offeror agrees not to discuss this procurement activity in any way with the Owner or its employees, agents or officials.*** All communications must be solely with the 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, ***Offeror agrees not to give anything to the Owner, any affiliated organizations, or the employees, agents or officials of either, prior to award.***
  - c. Offeror acknowledges that the policy of the State is that a governmental body should not accept or solicit a gift, directly or indirectly, from a donor if the governmental body has reason to believe the donor has or is seeking to obtain contractual or other business or financial relationships with the governmental body. SC Regulation 19-445.2165(C) broadly defines the term donor.
6. NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING (IMPORTANT TAX NOTICE - NONRESIDENTS ONLY):
- a. Withholding Requirements for Payments to Nonresidents: SC Code § 12-8-550 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.
  - b. 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.
  - c. 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).
  - d. 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.
  - e. Please see the "NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING" form (Form Number I-312) located at: <http://www.sctax.org/forms/withholding/i-312-form>.
7. SUBMITTING CONFIDENTIAL INFORMATION:
- a. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that Offeror contends contains information that is exempt from public disclosure because it is either
    - 1) a trade secret as defined in SC Code § 30-4-40(a)(1), or
    - 2) privileged & confidential, as that phrase is used in SC Code § 11-35-410.
  - b. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the words "TRADE SECRET" every page, or portion thereof, that Offeror contends contains a trade secret as that term is defined by SC Code § 39-8-20 of the Trade Secrets Act.
  - c. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "PROTECTED" every page, or portion thereof, that Offeror contends is protected by SC Code § 11-35-1810.
  - d. 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 bid as confidential, trade secret, or protected! If your bid 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.

- e. By submitting a response to this solicitation, Offeror
    - 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, & 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.
  - f. In determining whether to release documents, the State will detrimentally rely on Offeror's marking of documents, as required by these bidding instructions, as being either "Confidential" or "Trade Secret" or "PROTECTED".
  - g. By submitting a response, Offeror agrees to defend, indemnify & hold harmless the State of South Carolina, its officers & 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 Offeror marked as "confidential" or "trade secret" or "PROTECTED".
8. 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.
9. TAX CREDIT FOR SUBCONTRACTING WITH MINORITY FIRMS: Pursuant to SC Code § 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 Code § 11-35-5010 – Definition for Minority Subcontractor & SC Code § 11-35-5230 (B) – Regulations for Negotiating with State Minority Firms.
10. CLARIFICATION (NOV 2007): Pursuant to SC Code § 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. [SC Code § 11-35-1520(8); SC Reg.19-445.2080]
11. DISCUSSIONS & NEGOTIATIONS (NOV 2007): Submit your best terms from a cost or price and from a technical standpoint. Your proposal may be evaluated, and your offer accepted without any discussions, negotiations, or prior notice. Ordinarily, nonresponsive proposals will be rejected outright. Nevertheless, the State may elect to conduct discussions, including the possibility of limited proposal revisions, but only for those proposals reasonably susceptible of being selected for award. If improper revisions are submitted, the State may

elect to consider only your unrevised initial proposal. [SC Code § 11-35-1530(6); SC Reg 19-445.2095(I)] The State may also elect to conduct negotiations, beginning with the highest ranked Offeror, or seek best and final offers, as provided in SC Code § 11-35-1530(8). If negotiations are conducted, the State may elect to disregard the negotiations and accept your original proposal.

- 12. OPEN TRADE REPRESENTATION (JUN 2015):** By submitting an offer, Offeror represents that Offeror is not currently engaged in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code § 11-35-5300.

**Exhibit B - Cost Proposal Summary - Smith University Center Renovations/Improvements Project**  
**State Project No. H18-9582-SG**  
**Gymnasium**

	Description	Estimate
1	Design Fees	
2	General Conditions	
3	Demolition	
4	Sitework	
5	Concrete	
6	Masonry	
7	Structural Steel	
8	Millwork	
9	Openings – Doors, Frames and Hardware	
10	Interior Finishes - Painting	
11	Specialties	
12	Drywall & Acoustical Ceilings	
13	Furniture	
14	Flooring	
15	Signage	
16	Window Treatments	
17	Electrical	
18	Plumbing	
19	Paving	
20	Landscaping	
21	Telecommunication and Data Cabling	
22	Electronic Safety and Security	
23	Liability Insurance	
24	Builders Risk Insurance	
25	Payment & Performance Bonds	
26	Subcontractor Bonding	
27	Building Permit	
28	Preconstruction Contingency	
29	Construction Contingency	
30	GC Fee	
31	Other	
<b>Total Design-Build Team Cost</b>		<b>\$</b>

**Exhibit B - Cost Proposal Summary - Smith University Center Renovations/Improvements Project**  
**State Project No. H18-9582-SG**  
**Locker Rooms & Showers**

	Description	Estimate
1	Design Fees	
2	General Conditions	
3	Demolition	
4	Sitework	
5	Concrete	
6	Masonry	
7	Structural Steel	
8	Millwork	
9	Openings – Doors, Frames and Hardware	
10	Interior Finishes - Painting	
11	Specialties	
12	Drywall & Acoustical Ceilings	
13	Furniture	
14	Flooring	
15	Signage	
16	Window Treatments	
17	Electrical	
18	Plumbing	
19	Paving	
20	Landscaping	
21	Telecommunication and Data Cabling	
22	Electronic Safety and Security	
23	Liability Insurance	
24	Builders Risk Insurance	
25	Payment & Performance Bonds	
26	Subcontractor Bonding	
27	Building Permit	
28	Preconstruction Contingency	
29	Construction Contingency	
30	GC Fee	
31	Other	
<b>Total Design-Build Team Cost</b>		<b>\$</b>



**Exhibit B - Cost Proposal Summary - Smith University Center Renovations/Improvements Project**  
**State Project No. H18-9582-SG**  
**Commons Lobby & Restrooms**

	Description	Estimate
1	Design Fees	
2	General Conditions	
3	Demolition	
4	Sitework	
5	Concrete	
6	Masonry	
7	Structural Steel	
8	Millwork	
9	Openings – Doors, Frames and Hardware	
10	Interior Finishes - Painting	
11	Specialties	
12	Drywall & Acoustical Ceilings	
13	Furniture	
14	Flooring	
15	Signage	
16	Window Treatments	
17	Electrical	
18	Plumbing	
19	Paving	
20	Landscaping	
21	Telecommunication and Data Cabling	
22	Electronic Safety and Security	
23	Liability Insurance	
24	Builders Risk Insurance	
25	Payment & Performance Bonds	
26	Subcontractor Bonding	
27	Building Permit	
28	Preconstruction Contingency	
29	Construction Contingency	
30	GC Fee	
31	Other	
<b>Total Design-Build Team Cost</b>		<b>\$</b>

**Exhibit B - Cost Proposal Summary - Smith University Center Renovations/Improvements Project**  
**State Project No. H18-9582-SG**  
**Exterior Enhancements**

	Description	Estimate
1	Design Fees	
2	General Conditions	
3	Demolition	
4	Sitework	
5	Concrete	
6	Masonry	
7	Structural Steel	
8	Millwork	
9	Openings – Doors, Frames and Hardware	
10	Interior Finishes - Painting	
11	Specialties	
12	Drywall & Acoustical Ceilings	
13	Furniture	
14	Flooring	
15	Signage	
16	Window Treatments	
17	Electrical	
18	Plumbing	
19	Paving	
20	Landscaping	
21	Telecommunication and Data Cabling	
22	Electronic Safety and Security	
23	Liability Insurance	
24	Builders Risk Insurance	
25	Payment & Performance Bonds	
26	Subcontractor Bonding	
27	Building Permit	
28	Preconstruction Contingency	
29	Construction Contingency	
30	GC Fee	
31	Other	
<b>Total Design-Build Team Cost</b>		<b>\$</b>

**Exhibit B - Cost Proposal Summary - Smith University Center Renovations/Improvements Project**  
**State Project No. H18-9582-SG**  
**Indoor Pool**

	Description	Estimate
1	Design Fees	
2	General Conditions	
3	Demolition	
4	Sitework	
5	Concrete	
6	Masonry	
7	Structural Steel	
8	Millwork	
9	Openings – Doors, Frames and Hardware	
10	Interior Finishes - Painting	
11	Specialties	
12	Drywall & Acoustical Ceilings	
13	Furniture	
14	Flooring	
15	Signage	
16	Window Treatments	
17	Electrical	
18	Plumbing	
19	Paving	
20	Landscaping	
21	Telecommunication and Data Cabling	
22	Electronic Safety and Security	
23	Liability Insurance	
24	Builders Risk Insurance	
25	Payment & Performance Bonds	
26	Subcontractor Bonding	
27	Building Permit	
28	Preconstruction Contingency	
29	Construction Contingency	
30	GC Fee	
31	Other	
<b>Total Design-Build Team Cost</b>		<b>\$</b>

**Exhibit B - Cost Proposal Summary - Smith University Center Renovations/Improvements Project**  
**State Project No. H18-9582-SG**  
**Athletic Offices / Training Room**

	Description	Estimate
1	Design Fees	
2	General Conditions	
3	Demolition	
4	Sitework	
5	Concrete	
6	Masonry	
7	Structural Steel	
8	Millwork	
9	Openings – Doors, Frames and Hardware	
10	Interior Finishes - Painting	
11	Specialties	
12	Drywall & Acoustical Ceilings	
13	Furniture	
14	Flooring	
15	Signage	
16	Window Treatments	
17	Electrical	
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25	Payment & Performance Bonds	
26	Subcontractor Bonding	
27	Building Permit	
28	Preconstruction Contingency	
29	Construction Contingency	
30	GC Fee	
31	Other	
<b>Total Design-Build Team Cost</b>		<b>\$</b>

## **EXHIBIT C - Owner's Design Requirements and Considerations**

### **I. Owner's Design Requirements and Considerations**

#### **A. Building Design Guidelines**

1. This project is for the design and renovations/improvements to the Smith University Center building on the main campus of Francis Marion University. The Smith University Center (SUC) renovations include locker rooms for men and women, showers, athletic training facilities, and offices. For this project, Design-Build Firms should become familiar with the following documents, and these should be used as guidelines in the design and renovation/construction of this project. It is expected that this facility will comply with all applicable building codes as described to the 2021 Manual for Planning and Execution of State Permanent Improvements and Francis Marion University guidelines, policies, and requirements. The following link is provided for your use in achieving this requirement:

\*2021 Office of State Engineer Manual for Planning and Execution of State Permanent Improvements

<https://procurement.sc.gov/manual?y=2021>

2. This is a turn-key project. With the exception of the items listed as owner expenses in Exhibit E, ALL COSTS and FEES associated with the design and construction of the building are to be paid for by the contractor and should fall within the total project budget.

3. The renovations/improvements of this facility shall not interrupt or interfere with the normal day to day traffic patterns along the two streets that enclose the project location. All utility service connections/disruptions must be scheduled with the University and be as brief as possible.

4. It shall be the responsibility of the Design-Build Firm to demolish, remove, relocate, restore any existing condition in order to fully implement the Design-Build Firm's design while maintaining the area adjacent to the construction fully functional such as light poles, asphalt, storm drain lines and structures, etc.

#### **B. Building Design and Function**

1. Exhibit D is a General Location Map/Site Plan of the area available for construction. As part of your proposal, please describe how you intend to use the space for laydown, access, traffic flow, etc.

2. The Smith University Center is the hub of all student life at Francis Marion. The University Center is approximately 115,000 square feet and houses FMU's student life organizations and staff offices, and a variety of recreational and athletic facilities located in the UC. The renovations/improvements to the Smith University Center are vital to the University's efforts to enhance student life and manage enrollment by increasing student-athlete matriculation. An updated SUC will provide up-to-date facilities for student-athletes (home and visiting), students, and members of the faculty/staff to utilize for athletic, recreation, training, and therapeutic purposes.

**C. Information Technology.** FMU will purchase the hardware for servers, access points, phones, and computers. The Contractor will be responsible for installing the necessary cabling and power. In each office and workspace, plan for a minimum of three (3) CAT 6 drops.

**D. Peer Reviewer and Coordination Meetings.** We will need several design coordination meetings early and throughout the process. Coordination meetings to include, but not limited to, Information Technology and Finishes and Furniture Concepts will be some of the required meetings to have before finalizing

design. A Peer Reviewer (Architect) will attend these meetings on behalf of the University and will also review plans a minimum of twice, schematic and Design Development just prior to Construction Drawings. The Peer Reviewer will visit the construction site and provide reports to the University a couple times.

**E. Gymnasium.** The overall aesthetic of the gymnasium needs to be modernized; the walls need to be repainted, graphics and signage are needed throughout, and outdated fans need to be removed from the ceiling. When patrons enter the gymnasium, it needs to look and feel like a Collegiate athletic facility. The gymnasium includes one main court for basketball and volleyball games in addition to two practice courts. Aside from athletic events, Commencement Exercises are also held in the gymnasium. As this is a multipurpose space, the seating needs to be fully retractable, and the University is seeking a cohesive seating look. The University is open to keeping the existing mechanicals of the bleachers, however, the seating on the wooden bleachers and the westside seats need to be updated to compliment with the eastside seats. The University would also like the gymnasium to have a coliseum type feel, therefore, incorporation of curved bleachers would help achieve this look.

**F. Locker Rooms & Showers.** The current women's and men's locker rooms and showers in the University Center have undergone very little improvement since the building was constructed in 1974. As the number of teams and student-athletes within the FMU program has increased, the functionality of the locker rooms has become extremely deficient. To optimize space and function, the University seeks a large open room with lockers, separate shower stalls, and an adjacent room with enough space for a team meeting and/or to review video for each of the women's and men's locker rooms. The renovated locker rooms will allow student-athletes a comfortable space to get ready for practices and big home games, as well as a place for the FMU community to store their items while using the athletic facilities.

**G. Commons Lobby & Restrooms.** The Commons Lobby is at the heart of the UC building; however, it appears worn and dated. This area serves as a lounge and recreational area for the University community daily as well as a venue for special events such as Open House and Orientation. Updated finishes and lighting are essential to continue to host function and events in the space as well as provide wayfinding to all other spaces in the building. The women's and men's restrooms need to be brought up to the 21<sup>st</sup> century and be ADA compliant. Additionally, new carpet, furniture, and University signage will bring new life to the space and create a welcoming atmosphere to the Smith University Center.

**H. Exterior Enhancements.** The entrances from the North, Southeastern, and Western sides to the University Center need to be enhanced and more welcoming.

**I. Indoor Pool.** Located within the University Center is an eight-lane varsity swimming pool with three (3) diving boards. Within the past 15 years, the HVAC system in the Swimming Pool area has been replaced in addition to the Pool Mechanicals (pumps, heater, etc). The University is open to the idea of decommissioning the indoor pool. In your proposal, include ideas and associated costs to decommission the indoor pool to create a space that would accommodate a combined Weight Room / Exercise Room. To save on costs, the University would use existing fitness equipment.

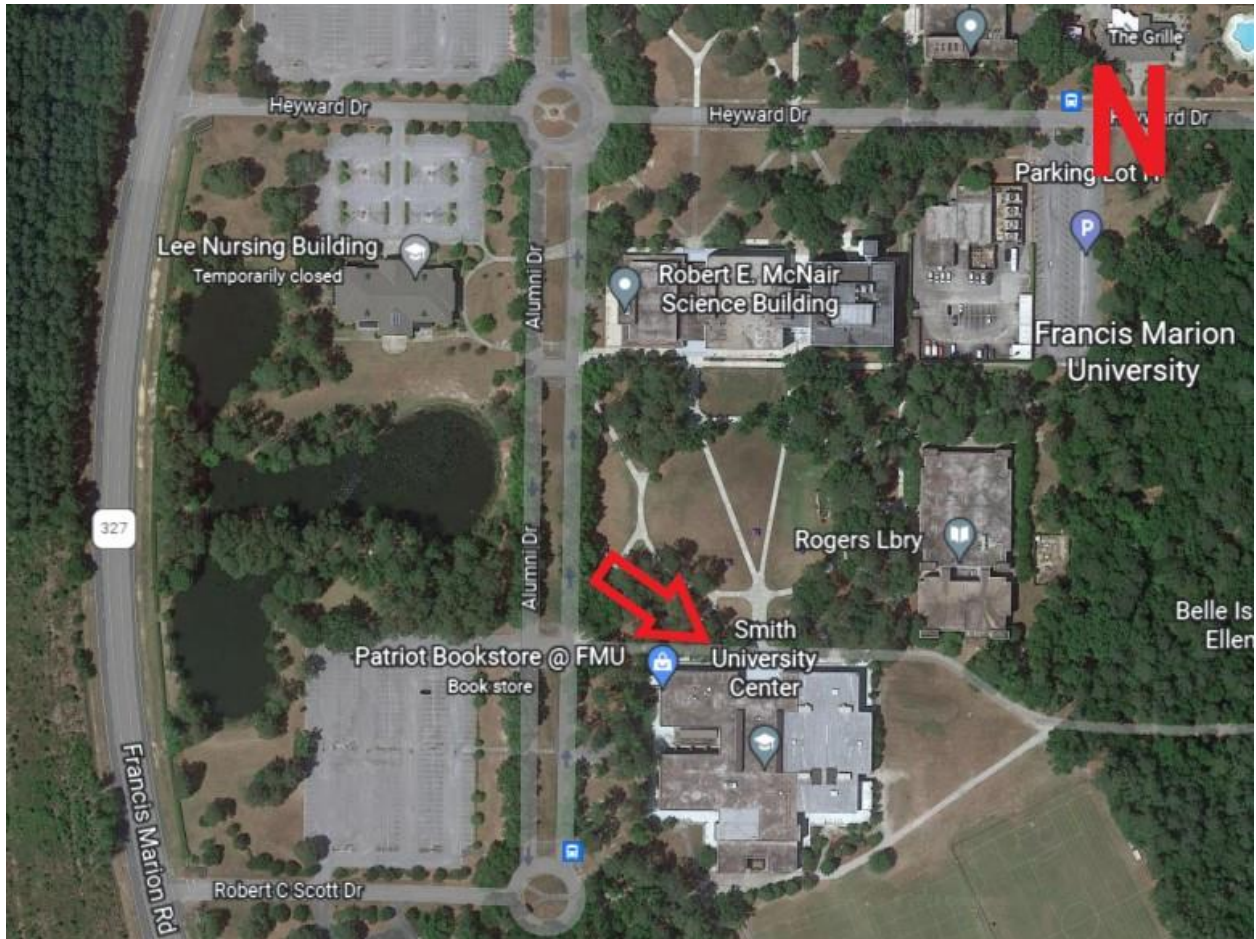
**J. Athletic Training Room.** The Athletic Training Room is where all injured and ill student-athletes go to receive care from FMU's Sports Medicine Staff. The current athletic training room does not meet the minimum requirements of the National Athletic Trainer's Association (NATA). Improvements to the athletic training room include at least two (2) ice machines, three (3) whirlpools, six (6) tables for taping & treatment, and an area for athletic rehabilitation and reconditioning. This renovation will double the square footage of this space and will provide increased rehabilitation facilities.

**K. Offices.** Office space is limited in the Smith University Center, and many staff members have defaulted to use closet space for offices. There are several spaces throughout the UC that the University envisions could be renovated to afford improved and increased office space for faculty and staff.

**L. Handball/Racquetball Courts.** Located in the University Center are two (2) Racquetball Courts that the University would like to repurpose for alternate uses. For example, athletic offices or an updated athletic training room.

## EXHIBIT D – General Location Map/Site Plan

\*The Smith University Center is located at the southern end of Francis Marion University's Main Campus and is shown with the **Red Arrow**





**EXHIBIT E – Allowances****Allowances to be paid by the Owner and deducted from the Total Project Cost.**

The following allowances should be itemized and included in your proposed price:

FMU Allowance - 3rd Party Inspections/Testing	\$40,000.00
FMU Allowance - Peer Reviewer	\$25,000.00
FMU Allowance - IT Hardware	\$40,000.00
FMU Allowance - Owner's Contingency	\$250,000.00