

# City of Murfreesboro



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## Request for Qualifications (RFQ)

### RFQ-02-2018 for Owners' Representative

**ISSUE DATE:**

**July 31, 2017**

**RESPONSE DUE DATE:**

**September 5, 2017, 3:00 P.M. CST**

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## **1. Introduction**

The City of Murfreesboro is requesting proposals for Owner's Representative Services for current and future City projects, to include all types and manner of services related to Owner's design and construction programs as required and directed by the City. See Scope Owner's Representative, herein, for program description. The City may consider contracts with one or more proposers to provide these services.

## **2. RFQ Process and Schedule**

The RFQ method is appropriate when qualifications and experience are of particular importance and price is one of several factors used to determine the best service provider. This method requires each participant to submit and/or respond to qualifications information requests and statement as outline in the RFQ. Also, a cost proposal in a separate sealed envelope must be submitted with the remainder of the proposal. Any cost information not sealed will be immediate grounds for disqualification. The RFQ proposal is based on certain specified elements with knowledge of the factors used to evaluate the proposal and their relative weight. Those interested in participating in the selection process are afforded the opportunity to pose questions in writing about the RFQ and services sought before submitting a proposal. After the sealed proposal and sealed cost proposal (in a separate envelope) have been submitted and reviewed, the City may obtain additional information or clarifications including if necessary "best and final offers." The City will select a responsible and responsive proposer whose proposal is determined to be most advantageous to the City taking into consideration the evaluation factors.

### **2.1 Schedule**

The City intends to follow the schedule below for the selection process. Dates may be adjusted by City as needed and are only approximate.

<b>Activity</b>	<b>Target Date</b>
RFQ Issued	July 31, 2017
Submittal of Questions	August 25th, 2017
Proposals Due Date	September 5, 2017
Finalists/Shortlist	Week of October 27th

### **2.2 Evaluation Criteria**

Each proposal will be evaluated based on the criteria listed in Section 8.

### **2.3 Finalist Selection**

The City intends to select up to two (2) or more Proposers from the RFQ responses to further evaluate as finalists. If required, Finalists may be requested to submit a best and final offer. Additional discovery may be performed to assist in selecting the finalist. The finalist will be selected based the evaluation criteria given in the RFQ.

## **3. Contact Information**

Please submit/forward all questions and matters in writing related to this RFQ to the City of Murfreesboro Purchasing Department, via Email at: [purchasing@murfreesborotn.gov](mailto:purchasing@murfreesborotn.gov)

or by mail at City of Murfreesboro, Purchasing Department, 111 West Vine Street, Murfreesboro, TN 37130. Any addenda due to changes to this RFQ, questions received, or its schedule will be posted on the City's website.

#### **4. Non-Lobbying Clause**

Any supplier or lobbyist for a vendor is prohibited from having any communications concerning this solicitation for a competitive procurement with any City Staff Member, the Mayor, City Manager, Legal Department or any City employee except for the designated contact person in Item 3 above. This "Cone of Silence" shall go into effect and shall remain in effect from the time of release of the solicitation until the contract is awarded by the City Council. All communications regarding this solicitation shall be by way of Attachment XX. Respondent's Request for Information, directed to the designated staff member. Any supplier or lobbyist who violates this provision shall cause their Proposal to be considered not responsive and therefore ineligible for award. This prohibition does not apply to:

1. Telephone calls to the Purchasing Department to request copies of this RFQ, to confirm attendance, or request directions regarding an interview notification received;
2. Delivery of the Respondent's Submittal;
3. Discussions at the presentation meeting;
4. Delivery of written questions about the RFQ; and/or
5. Review of background/contract documents at the staff offices.

#### **5. Background/Specifications**

The City of Murfreesboro, Tennessee is a municipality that currently has 125,000 citizens.

The City of Murfreesboro ("City") intends to enter into a contract with a firm or individual to provide project management services to the extent required to oversee City projects on behalf and in the best interest of the City. This includes but, is not limited to the following; contractors, project team leader, pre-construction and project meeting, coordination with City Administration, coordination with stakeholders in renovation and other construction projects.

##### **5.1 Overview**

The purpose of issuing this RFQ is to receive proposals in order to identify, review, and evaluate qualified respondents to provide owners' representative and project management services.

##### **5.2 Services**

The respondents will submit information on firm's methodology, experience, specific projects as an owners' representative and the outcomes of each project as well as stakeholder management.

##### **5.3 Estimated Use**

The City will establish the number of projects on an as needed basis and cannot guarantee any quantities. Any quantity furnished under this RFQ are to be considered as approximate only and are to be used solely for the comparison of bids received. The City reserves the right to procure any, all, or none of the services offered by the respondent. Any resulting contract from this solicitation may be used for future services.

## **5.5 Qualification Process**

The selection will be based on the responses to the RFQ and the ability of the firm or individual to best meet the project management needs of the City. The City reserves the right to accept or reject any submittal based on its sole determination of its best interests. The City will enter into negotiation with the most qualified firm.

## **6. City Terms and Conditions**

It is important for each Proposer to become familiar with each paragraph within this section, as these paragraphs will prevail in the event of any discrepancies or differences between project related or contractual documents.

The Proposer must clearly and specifically detail all exceptions to the Terms and Conditions imposed in this section in the transmittal letter that will accompany its RFQ response.

### **6.1 Standards**

Proposer must affirm that under its employment policies, standards and practices, it does not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to the individual's race, creed, color, national origin, age or sex and that it is not in violation of and will not violate any applicable laws concerning the employment of individuals with disabilities.

It is the policy of the City not to discriminate on the basis of age, race, sex, color, national origin, or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this contract, Proposer will be required to certify and warrant that it will comply with this policy.

Proposer understands that it shall be a breach of City's ethical standards policies for any person to offer, give, or agree to give to any City employee or former employee, or for any City employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, evaluation, recommendation, preparation of any part of a requirement or request, influencing the content this RFQ, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to this RFQ or any contract or subcontract resulting therefrom.

A breach of these ethical standards may result in civil and/or criminal sanctions and/or debarment or suspension from being a contractor or subcontractor for any City contract.

### **6.2 Warranties**

Proposer warrants it will perform the services in a professional manner according to the standards established in the industry for the type of work to be performed; includes replacement candidate guarantee.

### **6.3 Indemnification**

The Proposer shall indemnify the City and hold it harmless against all claims, liability, demands, liens, taxes, loss or damages of any character suffered by the City arising from any operations, acts or omissions of Proposer related to the work. Proposer's indemnification shall also encompass any and all financial damages to City resulting from the activities and responsibilities of the Proposer, Proposer's employees, and subcontractors.

#### **6.4 Terms for Payment**

Payment for services rendered will be thirty (30) days from the date of the invoice.

#### **6.5 Assignment**

The successful Proposer shall not assign, transfer, convey, sublet or otherwise dispose of any contract award or any or all if its rights, title or interest therein, without prior written consent of the City. Such consent by the City shall not relieve the assignor of liability in the event of default by the assignee.

#### **6.6 Insurance**

The successful Proposer shall maintain at least the following commercial insurance policies for the duration of the Contract in the amounts specified:

- a. General liability insurance – insurance affording liability insurance -To a limit of \$1,000,000 each claim, and \$5,000,000 aggregate.
- b. Workers Compensation – insurance affording liability insurance – To a limit of \$1,000,000.00 each claim, and \$1,000,000 aggregate
- c. Professional liability (errors and omissions) insurance affording professional liability insurance – To a limit of \$1,000,000 each claim, and \$1,000,000 aggregate.

The selected Proposer must provide City with the required insurance certificates and endorsements and name the City as an additional insured on the liability coverages prior to contract execution. Due to the services sought, the insurance may vary from above.

#### **6.7 Scope of Insurance and Special Hazards**

The insurance required under the preceding paragraphs shall provide adequate protection for the successful Proposer and any sub-contractors against damage claims that may arise from operations under this contract, whether such operations are by the insured or by anyone directly or indirectly employed by the successful Proposer.

#### **6.8 Governing Law and Venue**

The contract will be governed by the laws of the State of Tennessee. Venue for any action shall be in the applicable court for Rutherford County, Tennessee.

#### **6.9 Compliance With Laws**

The Proposer's contract shall comply with applicable Federal, State, and Local statutes, rules, and regulations. Proposers shall be approved by the appropriate regulatory authorities, if any, in the State of Tennessee to provide the services herein described.

### **7. Guidelines for this Request for Competitive Sealed Proposals Process**

#### **7.1 Basis for Proposals**

Only information supplied by the City in writing should be used in the preparation of a proposal. Oral and other interpretations or clarifications shall not be binding. Proposers must acknowledge any subsequently issued addenda by signing and including such documents in the proposal.

## **7.2 Proposer Terms and Conditions**

The Proposer must submit a complete set of any additional terms and conditions that it proposes to have included in contract negotiations with the City with its proposal. City will not accept any contract term limiting Proposer's liability to the amount of the contract. Additionally, the Proposer must submit any and all documents/agreements City must sign with its proposal.

## **7.3 Disclosure of Proposals**

As a matter of state law, each Proposer's RFQ response in its entirety will become a public record after completion of the selection process. The content of any proposal will not be disclosed to other Proposers during the selection process.

## **7.4 Late Proposals**

Proposals must be received at the specified location on or before the published proposal due date and time. Any proposal received after the time and date set for receipt of proposals will be late and, at the discretion of City, may not be considered.

## **7.5 Signing of Proposals**

The submission and signature of a proposal shall indicate the intention of the Proposer to adhere to the provisions described in this RFQ and therefore must be signed by a representative with the authority to do so.

## **7.6 Cost of Proposal**

This RFQ does not commit the City to pay any costs incurred by any Proposer in preparation and/or submission of a proposal or for procuring or contracting for the items to be furnished under the RFQ. All costs directly or indirectly related to responding to this RFQ (including all costs incurred in supplementary documentation or on-site interviews) until contract execution will be borne by the Proposer.

## **7.7 Conflict of Interest, Non-Collusion and Anti-Lobbying**

The Proposer promises that its officers, employees or agents will not attempt to lobby or influence a vote or recommendation related to the firm's proposal, directly or indirectly, through any contact with City Council members or City employees between the release of this RFQ and award of contract by City and that there will be no collusion and no conflict of interest.

## **7.8 Ownership of Proposals**

All documents submitted in response to this RFQ shall become the property of City.

## **7.9 Disqualification or Rejection of Proposals**

Proposers may be disqualified for any of the following reasons:

- a. There is reason to believe that collusion exists between or among two or more Proposers;
- b. The Proposer is in arrears on an existing City contract or has defaulted on a previous City contract;
- c. The Proposer lacks financial stability;
- d. The Proposer has failed to perform under a previous or current City contract;
- e. The Proposer has failed to adhere to one or more of the provisions established in this RFQ;
- f. The Proposer has failed to submit its proposal in the format specified herein;

- g. The Proposer has failed to submit its proposal on or before the deadline established herein; or
- h. The Proposer has failed to adhere to generally accepted ethical and professional principles during the proposal process.

#### **7.10 Right to Waive Irregularities**

Proposals shall be considered irregular if they show any omissions, alterations of form, additions, conditions not called for, or irregularities of any kind.

The City reserves the right to waive irregularities. The City also reserves the right to waive any mandatory requirement provided that all proposals failed to meet the same mandatory requirement, and the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of City.

#### **7.11 Withdrawal of Proposals**

Proposals may be withdrawn by written notice if received by the City prior to the exact hour and date specified for receipt of proposals. A proposal also may be withdrawn in person and the Proposer signs a receipt for the proposal, but only if the withdrawal is made by a person clearly authorized to do so prior to the exact hour and date set for the receipt of proposals.

#### **7.12 Amendment of Proposals**

A Proposer must submit any amended proposal before the deadline for receipt of proposals. Such amended proposal must be a complete replacement of a previously submitted response and must be clearly identified as such in the transmittal letter. City will not merge, collate, or assemble proposal materials.

#### **7.13 Proposal as Firm Offer**

Responses to this RFQ, including fee, will be considered firm for ninety (90) days after the due date for receipt of response or receipt of the last best and final offer submitted. All proposals must include a statement to that effect.

#### **7.14 Exceptions to RFQ Specifications**

Although the specifications stated in the RFQ represent City's anticipated needs, there may be instances where it is in City's interest to permit exceptions to specifications and accept alternatives.

It is extremely important that the Proposer make very clear where exceptions are taken to the specifications and how the Proposer will provide alternatives. Therefore, exceptions, conditions, or qualifications to the provisions of City's specifications must be clearly identified as such together with reasons for taking exception, and inserted into the proposal response. If the Proposer does not make clear that an exception is being taken, City will assume the proposal response is responding to and will meet the specification as written.

Where the Proposer does not agree with City's terms and conditions, the proposal must enumerate the specific clauses that the Proposer wishes to amend or delete and suggest alternative wording. Any minimum terms that City will have to agree to in order to enter into a contract with the Proposer and any item the Proposer considers to be a mandatory term must be submitted with the RFQ response.

### **7.15 Consideration of Proposals**

Discussions may be conducted with responsible Proposers for the purpose of clarification to assure full understanding of the proposal. In conducting discussions, there will be no disclosure of any information derived from proposals submitted by competing Proposers. Until the City awards the contract, it reserves the right to reject any or all proposals and waive technicalities, to re-advertise for new proposals, or to proceed with the work in any manner as may be considered in the best interest of City.

### **7.16 Termination**

The City reserves the right to cancel this RFQ at any time. City reserves the right to reject any or all proposals submitted in response to this RFQ.

### **7.17 Taxes**

Proposer will be responsible for the payment of any applicable tax on the services it will provide. At the time of this RFQ, neither the State of Tennessee nor the City impose a sales tax on consultant services of this type. Proposers will include in its fee proposal all applicable local, City, state, and federal taxes.

### **7.18 Award of Contract**

The City reserves the right to withhold final action on the RFQ for a reasonable time, not to exceed one hundred and eighty (180) days after the date of submitting proposals, and in no event will an award be made until further investigations have been made as to the responsibility of the proposed Proposer. The award of the contract, if an award is made, will be to the most responsible and responsive Proposer whose proposal meets the requirements and criteria set forth in the Request for Competitive Sealed Proposal and whose contract terms are acceptable to City. City reserves the right to abandon, without obligation to the Proposer, any part of the project, or the entire project, at any time before the successful Proposer begins any work authorized by City.

The award of the contract shall not become effective until the contract has been executed by the successful Proposer and City.

### **7.20 Execution of Contract**

The City shall authorize award of the contract to the successful Proposer. City will require the successful Proposer to sign the necessary documents entering into the required contract with City within 10 days of receipt and to provide the necessary evidence of insurance as required under the contract.

No contract for this project may be signed by City without the authorization of the City Council. No contract shall be binding on City until it has been approved and executed by the Mayor or designee and approved as to form by the City Attorney.

## **8.1 Scope of Services**

In order to be effective in meeting the facility and operational needs of the City, in a prioritized, transparent and resource conscious manner, the City must forge the capital projects into a coherent program. There is a need for coordination and synergy at each point in the process of planning, designing and building capital projects. Moreover, there is a need to achieve this coordination through means that are both flexible and cost-effective. The City has determined that engaging the assistance of a construction industry professional(s) or owner's representative (OR) is the most flexible, cost-effective means to achieve the coordination and synergy necessary to meet the demands of the City. An OR offers flexibility through its capacity to engage professional(s) with specific expertise at appropriate points in the planning and implementation of projects.



The ORs will also enhance the City's efficiency by keeping the City current with the latest developments in management systems and practices. In order for flexible staffing to be effective, there must be a core set of systems in place that enables both the owner's representatives and the City's professionals to contribute their knowledge and work product to, and resource information from, a central, coordinated repository of data. By implementing, maintaining and upgrading management information systems appropriate for the City's projects, the owner's representatives will facilitate the efficient and effective use of information throughout any assigned capital project.

The OR will assist the City's senior management in establishing metrics that will identify areas where the Capital Improvement Program is functioning efficiently, and areas that require improvement. The Proposer shall provide the following services as a minimum but not be limited to the services below.

### **8.1.1 Strategy**

The City expects the OR to apply their professional expertise, experience, judgment and information management systems in a manner that will facilitate the City's efforts to develop, maintain and enhance the relationships necessary to meet the City's aforementioned purpose and objectives. The remainder of this Scope of Services is organized into three general categories. The first focuses on a Capital Improvement Program, which the OR may be assigned a portion of to manage. The second focuses on relationships within the Capital Improvement Program and responsibilities of the OR in these relationships. The third section addresses certain tasks and functions of the OR in more detail.

### **8.1.2 Role of the OR**

The role of the OR is to manage, from project charter through to commissioning and close out, assigned capital projects whether from the City's CIP project listing or as needed. The OR, in its management of the assigned City's capital projects acts as the representative and actively seeks to identify issues and resolve issues. Where issues cannot be resolved by the OR, the OR's responsibility as the manager of projects is to provide options, and or recovery plans to City Management and their project team. Capital projects include those currently proposed within the City's CIP, additional projects identified during the term of the contract, and a variety of planning and assessment services as required by the City to develop and execute an effective capital program.

The OR will be expected to manage the subset of projects given of the CIP in a manner to holistically address the needs of the City. Detailed expectations are more fully discussed below.

- a. The City expects the OR to perform all of the tasks necessary to meet its standard of care, and to do so in a manner that is consistent with that standard of care and the objectives and expectations of the City.
- b. The OR is expected to take a systems approach so as to contribute to the optimization of the overall CIP Program, not simply particular tasks or components thereof. Without limiting the foregoing, there are a number of OR functions that, due to their critical position within the project and/or Program delivery process, or the sensitive nature of the function itself.
- c. The City is relying upon the OR's professional expertise and knowledge with respect to the activities and tasks that need to be performed in order to accomplish the City's objectives. The following items in this section are not to be considered exhaustive of the service the OR may be called upon to provide. Respondents

must specifically address each of the items in the following sections in their proposal of services, and are encouraged to expand upon the section below and/or provide additional or innovative value added services based upon their own unique expertise and knowledge.

1. The City is relying upon the OR to provide accurate, current information regarding the status and progress of assigned projects that complies with the procedures and control systems of the City. The importance of controls systems with respect to design and construction is well understood.
2. It is important to the City the OR understands that the budgets and schedules produced in the planning process become the parameters of the controls systems for the balance of each project's life.
3. The City expects the OR to effectively participate in the controls systems to facilitate the thorough, effective movement of each project through each step of the program, and to do so in a manner that causes all stakeholders, whether City Administrative, professional service firms, project staff, contractors or consultants, to buy in and commit to the use of the controls systems, and the program they represent. The following items in this section are not exhaustive and respondents are encouraged to build upon the remainder of this section with their expertise and knowledge.
4. The OR is responsible for developing and maintaining project schedules. The schedule will show each of the City's projects assigned to the OR and provide milestones for each major phase of a project including at a minimum: planning, design, procurement, construction, and close out. Each schedule must show the current status of each project, the phases that have been completed, and the target dates for the phases yet to be commenced. As part of its program controls solution the City expects the Program Schedule will be linked to the project schedules which will provide a more detailed breakdown of the actions required for the progress of each project.
5. The OR will provide a report which states the assumptions, risks and reasons for the project milestones presented in project schedules as part of establishing an approved schedule.
6. The OR will, accordingly, prepare project schedules, which commence with a fully approved CIP (approved by all project stakeholders and the City Administration), and track activities and milestones through the completion and turnover of the project to the department staff or entity. The OR will provide timely project updates indicating the progress, or lack thereof, of each project on a regular basis determined by City. The City expects the OR to provide them with the most prompt notice possible of any slippage or delays on a project. The notice will, to the extent possible, provide an explanation for the delay. If the reasons require further inquiry by the OR, the notice will indicate as much, and will provide a timeframe for the provision of the explanation. The OR will also provide the City with an action plan for addressing the slippage, recovery plan, within a reasonable period subsequent to the determination of the cause of the delay.

#### **8.1.2 Expectations of OR**

- a. The City expects the OR staff to perform the functions listed above in a manner that brings the entire weight of the OR's professional experience, expertise and judgment to bear. Moreover, the City expects the OR to perform these functions in a manner that supports and facilitates the City's management operations as a collaborative team, and in particular as a team in which each of the members

understands its role, and respects and appreciates the roles and contributions of other team members. Finally, the City expects the OR to take primary responsibility for coordinating the relationships between the team members responsible for planning, design, construction, controls and administration in a manner that is consistent with best practices in the pertinent industry, and which facilitates prompt, complete and smooth hand-offs from one function to the next, thereby minimizing gaps and/or delays in the progress of the assigned projects.

- d. The OR shall have a consistent Lead for the term of the contract. The OR Lead is wholly responsible for the relationship the project team, with a particularly important role in the mobilization of the OR. The City expects the OR Lead to identify and, as needed, work with the City's departments and stakeholders, City Administration, to initiate critical relationships within the City and between the City, the ORs and departments. Moreover, the City expects the OR Lead to assist and augment the City's project teams.

### **8.1.3 OR Relationships with City Administration**

In a support role to the City Administration, the OR staff will have a direct, working relationship with several senior members of the City, but will report on a day-to-day basis to project management staff. The City's Manager's Team will be relying upon the OR staff to:

- a. Implement project management processes as determined by City Administration with input from project staff that coordinate and integrate the City's projects into a program;
- b. Work to enhance and coordinate the City's relationships with regulatory agencies, municipal agencies, and the public where applicable;
- c. Anticipate and identify issues;
- d. Provide prompt and comprehensive notice of issues as they arise;
- e. Work with City staff and other stakeholders to identify those issues which require the input of City management, and those issues which are resolvable by the OR;
- f. Furnish accurate and timely information regarding the progress of projects and emerging issues;
- g. Offer options for responding to issues and needs as they arise, and do so in a manner that assesses the risks and opportunities afforded by those options;
- h. Implement decisions made by City management;
- h. Report promptly and thoroughly on the consequences of implementation.

### **8.1.4 Relationships with the City Planning through Procurement**

a. The OR preconstruction staff reports directly to the OR Lead, with principal day-to-day responsibility for the planning and design functions assigned to the OR. staff will facilitate planning efforts, and the OR preconstruction staff will both serve as a resource in support, and monitor conceptual design to ensure compliance with Program standards and continuity in project design. In particular, the City expects the OR preconstruction staff to distinguish between project-driven and programmatic changes to a design, to track each set of changes appropriately,

and ensure that the distinction between project and programmatic changes is maintained throughout the City's planning and design processes (i.e., ensure that programmatic changes are appropriately addressed within each project, while project-specific changes do not become program wide practices.).

The OR preconstruction staff is expected to evaluate the available procurement methods on a per project basis and make a formal recommendation to City Administration, which provides support that demonstrates the best balance of cost, timeliness and quality. The City currently utilizes five methods of procurement: 1) design-build; 2) design-bid-build; 3) term contract; 4) job order contract; and 5) a hybrid method including any of the prior along with some in-house work.

b. The OR preconstruction staff will support City staff in the selection of design professionals of record, where applicable to the selected procurement approach, and work closely with City staff to manage each project's transition from planning to design. Once a design professional for a project is selected from the qualified pool of designers, the OR preconstruction staff will assume the lead in managing the project, and City staff will serve as a resource to the design team for each project. When a design-build project delivery method is approved to procure the project, the OR shall develop the necessary design criteria package as part of its management of design development.

c. City staff will be relying upon the OR design and planning staff to: 1) implement program and project management processes that coordinate and integrate the City's projects into a program; 2) anticipate and identify issues; 3) work with staff to identify those issues which require the input of City management, and those issues which are resolvable by the OR; 4) provide prompt and comprehensive notice of issues as they arise; 5) furnish accurate and timely information regarding the progress of planning and design activities, along with any emerging issues; 6) offer options for responding to issues and needs as they arise, and do so in a manner that assesses the risks and opportunities afforded by those options; 7) implement decisions made by City management; 8) report promptly and thoroughly on the consequences of implementation; 9) incorporate lessons learned from the construction work of the Program, regardless of which agent of the City has gleaned such lesson, so that the continued planning, development and design work of the City is appropriately informed by its construction projects; and 10) engage in professional activities within the planning and design communities such that the OR will be able to keep the City informed of current trends, developments and best practices within those communities.

#### **8.1.5 Capital Program Scope**

The CIP is comprised of a variety of renovation and new construction projects with the preponderance of scope focused on CIP projects that include exterior envelope, HVAC, renovations, new construction, communications, and life safety systems.

- a. The OR will be responsible for the successful development and execution of assigned CIP projects along with other similar projects as needs are identified and funding becomes available. As such the OR should demonstrate capabilities in a wide range of renovations in facility portfolios of a similar nature to that of the City and have access to a wide range of expertise.
- b. If using an established sequencing, the OR will be responsible for continually reviewing and making recommendations to optimize the sequencing of the

assigned projects in light of changing external and internal conditions, and needs of the City. The OR should also demonstrate capabilities in managing renovation work within operating facilities.

- c. Furthermore the OR will be responsible for effectively communicating with the numerous stakeholders of school capital renovation projects. Demonstrated capabilities to provide high quality customer service to City Administration and stakeholders will be critical to the success of the OR and the overall projects.

#### **8.1.6 Relationships with Project Design Professionals and Contractors**

The OR will have direct day-to-day responsibility for the oversight and management of the City's design professionals and contractors awarded projects. The City expects the OR to facilitate achieving this goal through:

- a. The implementation of clear and thorough procedures for each phase of project delivery.
- b. Consistent and fair implementation of the procedures.
- c. Supporting the City staff efforts in developing, managing and maintaining qualified pools of contractors.
- d. Timely review of invoicing for all contractors and suppliers; and
- e. Developing working relationships with the design and construction providers that are predicated upon respect and trust, that support the free flow of ideas and innovation, and that consistently demonstrate to design professionals and contractors that their ideas and concerns will not only be heard but addressed in a mutually beneficial manner.

#### **8.1 Budgeting and Cost Control Process**

- a. The OR shall be responsible for the timely update of expenditures and forecasted costs based upon the current progress and or challenges of each project. The City may request that a planning or project definition service be provided for a prospective project. Whether the City provides a planning budget or an overall budget amount for a project, the OR will work with the CM to: 1) allocate the amount provided between the various components of the project; 2) provide timely updates on expenditures and forecasts during planning, design, and construction; and 3) implement measures that will provide prompt notice to the City with respect to circumstances that might require changes to a project's budget.
- b. The OR is expected to establish clear expectations and controls on the sources and uses of the project budget. The final project cost, as compared to the project estimated budget, is a key metric upon which the City will inform the evaluation of the effectiveness of the OR's project management services.
- c. The relationship between the project's construction budget and expenditures during construction is of particular concern to the City. The City expects the OR to track payments to the general contractor in conjuncture with the progress of the Work, and to provide prompt notice to CM, or its agent, when a payment request exceeds contracted amounts.

### **8.1.8 Change Management**

- a. The City sees the change management process as a critical, and project long effort, to control costs and quality. As such the OR is expected to deploy the City's program wide change management process. The City recognizes that changes and discovered conditions are a reality in projects, but also recognizes that appropriate due diligence prior to beginning design, and especially prior to construction, are the most effective means to mitigate budget overruns in the Capital Program while also ensuring that completed projects meet the standard of quality.
- b. The City expects the OR to closely monitor and report on the impact of changes to the project's scope and schedule with respect to the project's budget. This includes, beyond designer or contractor changes, the additional costs incurred by the City and OR for the management of the project, as in the event of negligent or dilatory performance by the general contractor, such costs may be charged against that general contractor.

### **8.1.9 Knowledge Management**

In addition to the OR bringing current industry best practices to bear in all of its services, the OR is to participate in the City's system to collect and codify processes and practices utilized in the implementation of the Capital Program. The system deployed by the City, or its agent, shall ensure that the experience gained in executing the program becomes common knowledge of the organization through a clear process of capturing, retaining and sharing information, regardless of changes in staff, process or technology. The OR should anticipate that the knowledge management system deployed will go beyond a latent system of collecting information, and be robust enough in its workflows for lessons learned to be imposed on the ongoing program as part of a continuous improvement model.

### **8.1.10 Construction Oversight**

The OR construction managers will be responsible for the day-to-day management of the City's projects during their respective construction phases. The City expects the OR to provide a project construction schedule developed and maintained by the general contractor (where applicable).

- a. The City also expects a project schedule furnished by the OR which links the milestones of the general contractor's construction schedule to other activities managed by the OR, including, but not limited to, project budget, contractor payments, requests for information, responses to requests for information, field orders, change orders, quality deficiency reports, safety incidents, claims, EEO compliance, M/WBE compliance, and testing.
- b. As such the OR shall both track compliance and implement project assignments which ensure goals are met. As part of building quality into each construction project from the start, the City is particularly interested in construction management methodologies and commissioning strategies which eliminate protracted project close outs and a reliance on a preliminary acceptance and punch list process alone.

### **8.1.11 Design Management**

The OR shall provide day-to-day management of the design process from project definition through the completion of pre-construction. Of critical import is that the OR team be fully capable of developing Design Criteria Packages for all projects which are assigned to the OR. The design criteria packages shall provide a clear scope of work upon which design builders or design professionals can propose and develop projects from. As part of the budgeting process the OR shall ensure that the design professional (or other design entity) produces a design that is within the established budget for construction of the project in question. The OR shall implement the City's robust process to control changes during the design that necessitate a change in the project budget. Furthermore, the OR shall establish a clear understanding of the cost drivers of the project prior to development of completed construction drawings. This should include understanding the risks related to the scope of work in question, and taking the appropriate steps to assess such risks, such as destructive testing and environmental sampling. Furthermore, the OR shall incorporate collaborative constructability reviews into their design review process to further mitigate the occurrence of foreseeable changes during construction.

### **8.1.12 Operation Integration**

All projects executed as part of the Capital Program shall do so with a full understanding of the complete life cycle of systems impacted by each project. The OR shall therefore ensure that ongoing operations and maintenance along with life cycle costs are integrated during the definition stage of each project and delivered as part of each project's closeout. The OR's professional expertise combined with a robust set of master specifications and guidelines shall be complimented by engaging and collaborating with PPO to ensure a seamless transition from close out of the project to ongoing operations.

### **8.1.13 Performance Evaluation**

The OR shall on a monthly basis provide an executive summary of the performance of the program in collaboration with the Cost and Program Controls team. The City has identified standard operating procedures and categories of metrics which respondents shall support, evaluate against benchmarks, and build upon based upon their professional expertise/industry best practices. These categories are: schedule adherence, budget versus cost, request for information rates, change order rates, vendor performance, stakeholder satisfaction, and project quality adherence. These categories, along with metrics specifically called out in this document will be a basis of evaluating the performance of the OR.

## **8.2 Criteria Used To Evaluate Proposals**

<b><u>Criteria:</u></b>	<b><u>Description:</u></b>	<b><u>Weight</u></b>
Experience and Qualifications	<ul style="list-style-type: none"> <li>a. Proven project management and owners' representative experience</li> <li>b. Capital improvement program management</li> <li>c. Provide project listing and the entities and individual professional relationships</li> <li>d. Solid experience in managing stakeholders on all levels</li> </ul>	30%
References	<ul style="list-style-type: none"> <li>a. Provide at least four (4) references, for which the respondent has provided service similar in nature to those being requested in this RFQ within the past 5 years.</li> </ul>	10%
Project/Program Controls and Documentation	<ul style="list-style-type: none"> <li>a. Methods, software, and means of project and program and cost controls and documentation.</li> </ul>	25%
Resources	<ul style="list-style-type: none"> <li>a. Resources available to reach projects goals and what City resources would be required</li> <li>b. Current workload of the firm</li> <li>d. Demonstration of ability to perform in a timely manner</li> </ul>	15%
Supplier Management	Supplier Management Strategies	5%
Value Added Services	Describe any value added services and resources	5%
Cost Proposal	Cost	10%



## **9. RFQ Requirements and Format**

Please use the following format to structure your RFQ response. Your response should include each section detailed below in the order presented. The detail represents the items that are to be covered in each section of your response. Failure to follow the directions or to address all items will impact the evaluation. Failure to address a significant portion of the items may classify the response as non-responsive and preclude it from further consideration. **The number of pages in the RFQ response cannot exceed 25 pages.** Appendices will not be counted as part of the 25 page limit. Resumes and marketing material may be included and will not be counted towards the 25 page limit; however this information must be in its own section at the back of the RFQ response. All materials must fit into a single binder. Please supply one original and two hard copies and one electronic copy on a disc or thumb drive.

### **9.1 Cover with Table of Contents**

Responses shall include a table of contents properly indicating the section and page numbers of the information included. Responses must be submitted in the format outlined in this section. Proposals should be limited to twenty-five (25) pages. Submit one original and two (2) copies of the response along with an electronic version on compact disc or thumb drive. The City reserves the right to eliminate from further consideration any response that is deemed to be substantially or materially unresponsive to the requests for information contained in this document. The intent of the City is that all responses follow the same format in order to evaluate each response fairly. Responses will be evaluated in light of the material and substantiating evidence presented therein, and not on the basis of what is inferred.

### **9.2 Executive Summary**

Responses shall include a summary overview of the Respondents firm, and the firm structure and which office will service the City along with a brief history of the firm. Executive summary must be no more than two (2) pages in length.

### **9.3 Experience and Qualifications**

The following areas must be addressed and submitted with the firm's or individual's response.

- a. Proven project management and owners' representative experience
- b. Capital improvement program management
- c. Provide project listing and the entities and individual professional relationships
- d. Solid experience in managing stakeholders on all levels

### **9.4 Primary Point of Contact**

Provide a list of the person(s) that will be involved in managing this contract.

- a. Specifically provide contact information and office hours.
- b. Provide physical location and their specific functions in the recruitment process.

### **9.5 References**

The respondent shall include references that indicate prior relevant experience including local government. References shall be of the type and format described below:

- a. Four (4) references of firms for same or similar services provided within the past five (5) years. Two references shall be from current clients and two (2) from prior clients.
- b. Describe any prior or pending litigation or investigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered herein, in which the Firm, any of its employees, subcontractors, or sub consultants is or has been involved within the last three (3) years.
- c. Provide the person's name, address, telephone number, and Email for each reference on Reference Form:

### **9.6 Project/Program Controls and Documentation**

Explain the methods, software, reporting, and mechanisms used for project, programs and cost controls. Discuss the analytics/documentation that supports your methods.

### **9.7 Resources**

Describe verifiable resources of staff, software, equipment, experts available to you to utilize and what City resources may be required.

### **9.8 Supplier Management**

Describe your supplier management methods in terms of performance, recruitment, and overall problem-solving.

### **9.9 Value Added Services**

List in some detail other value added services you can provide to the City.

### **9.10 Cost**

Provide the type of pricing structure for these type of services, including but not limited to the following. Flat fee per project, through savings and cost avoidance (preferred), contingency base fees, or an annual contract amount (We understand the varies of these services make the initial cost proposal an estimate).

### **9.11 Submittal**

All Proposals should be delivered to City of Murfreesboro, City Manager's Office, 111 West Vine Street, Murfreesboro, TN 37130: Attn: RFQ-02-2018 Owners' Representative

A labeled is provided in the back for use and Proposals must be submitted in a sealed envelope clearly labeled "RFQ-02-2018, Owners' Representative

All Proposals must be delivered before 3:00 p.m. local time on September 5, 2018.

Any changes to this RFQ or its schedule will be posted on the City's website:  
[www.murfreesborotn.gov/](http://www.murfreesborotn.gov/).

## SIGNATURE SHEET

I, the undersigned, do hereby agree to all terms and conditions listed within this formal solicitation, and will supply all labor and materials as required with this specification.

COMPANY NAME:

\_\_\_\_\_

ADDRESS:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

TELEPHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

EMAIL: \_\_\_\_\_

### ADDENDUM ACKNOWLEDGEMENT

The proposer shall acknowledge obtaining all addenda issued to this formal solicitation by completing the blocks below. Failure to acknowledge all addenda may be cause for rejection of the response.

Addendum No. \_\_\_\_\_ Date Issued: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date Issued: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date Issued: \_\_\_\_\_

AUTHORIZED SIGNATURE:

\_\_\_\_\_

TITLE: \_\_\_\_\_

(Print / type name as signed above): \_\_\_\_\_

DATE: \_\_\_\_\_

## **DRUG-FREE WORK PLACE FORM**

The undersigned proposer, in accordance with Tennessee Code, Title 50, and Chapter 9 hereby certifies that

\_\_\_\_\_ does:  
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under contract a copy of the Drug-Free statement.
4. Notify the employees that as a condition of working on the commodities or contractual services that are under contract, employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or no lo contendere to, any violation of Chapter 50 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this business complies fully with the above requirements.

\_\_\_\_\_  
(Authorized signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Print/type name as signed above)

**NON-COLLUSION AFFIDAVIT OF PRIME RESPONDENT**

STATE OF \_\_\_\_\_)

COUNTY OF \_\_\_\_\_)

\_\_\_\_\_, being duly sworn, deposes and says that:

- (1) He/she is \_\_\_\_\_ of \_\_\_\_\_,  
Title Firm/Company  
the respondent that has submitted the attached response.
- (2) He/she is fully informed respecting the preparation and contents of the attached solicitation and of all pertinent circumstances respecting such solicitation.
- (3) Such solicitation is genuine and is not a collusive or sham solicitation.
- (4) Neither the said respondent nor any of its officers, partners, owners, agent representatives, employees or parties in interest including this affiant, has in any way, colluded, conspired, or agreed, directly or indirectly, with any other respondent, firm or person, to submit a collusive or sham response in connection with the Agreement for which the attached response has been submitted or to refrain from proposing in connection with such Agreement, or has in any manner, directly or indirectly, sought by Agreement or collusion or communication or conference with any other responder, firm or person to fix the price or prices in the attached solicitation or of any other respondent, or to fix any overhead, profit or cost element of the proposed price or the proposed price of any other responder, or to secure through any collusion, conspiracy, connivance or unlawful Agreement any advantage against the City of Murfreesboro, Tennessee
- (5) The price or prices quoted in the attached response are fair and proper and are not tainted by any collusion, conspiracy, or unlawful Agreement on the part of the proposer or any of its agents, representatives, owners, employees, or parties of interest, including affiant.

(Signed) \_\_\_\_\_

\_\_\_\_\_  
(Title)

## REFERENCE LISTING FORM

List a minimum of *three (3) references* (other than the City of Murfreesboro) for similar projects and contracts, preferably governmental, which you have completed within the past 3 years.

1 CUSTOMER NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_

TELEPHONE: (\_\_\_\_) \_\_\_\_\_ FAX :(\_\_\_\_) \_\_\_\_\_  
CONTACT NAME : \_\_\_\_\_  
DATE OF COMPLETION OF PROJECT: \_\_\_\_\_  
CONTRACT AMOUNT: \$ \_\_\_\_\_

2 CUSTOMER NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_

TELEPHONE: (\_\_\_\_) \_\_\_\_\_ FAX :(\_\_\_\_) \_\_\_\_\_  
CONTACT NAME : \_\_\_\_\_  
DATE OF COMPLETION OF PROJECT: \_\_\_\_\_  
CONTRACT AMOUNT: \$ \_\_\_\_\_

3 CUSTOMER NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_

TELEPHONE: (\_\_\_\_) \_\_\_\_\_ FAX :(\_\_\_\_) \_\_\_\_\_  
CONTACT NAME : \_\_\_\_\_  
DATE OF COMPLETION OF PROJECT: \_\_\_\_\_  
CONTRACT AMOUNT: \$ \_\_\_\_\_

4 CUSTOMER NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_

TELEPHONE: (\_\_\_\_) \_\_\_\_\_ FAX: (\_\_\_\_) \_\_\_\_\_  
CONTACT NAME : \_\_\_\_\_  
DATE OF COMPLETION OF PROJECT: \_\_\_\_\_  
CONTRACT AMOUNT: \$ \_\_\_\_\_

5 CUSTOMER NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_

TELEPHONE: (\_\_\_\_) \_\_\_\_\_ FAX: (\_\_\_\_) \_\_\_\_\_  
CONTACT NAME : \_\_\_\_\_  
DATE OF COMPLETION OF PROJECT: \_\_\_\_\_  
CONTRACT AMOUNT: \$ \_\_\_\_\_


My company has been in this type of business for \_\_\_\_ years

State License Number: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

**SEALED RESPONSE ENVELOPE LABEL**

The label provided below, with all appropriate information completed, should be used for the proper processing of the RFQ submittal. The label will facilitate the City Manager's Office to properly handle the sealed envelope without revealing the contents until the solicitation is opened.

 **SEALED RESPONSE ENCLOSED**

**Company Name:** \_\_\_\_\_

**Company Address:** \_\_\_\_\_  
\_\_\_\_\_

**Company Telephone Number:** \_\_\_\_\_

**City of Murfreesboro  
Attn: City Managers' Office  
Purchasing Department  
111 West Vine Street  
Murfreesboro, TN 37130**

**Solicitation No: RFQ-02-2018  
Solicitation Title: Owners' Representative  
Response Due Date & Time (CST): September 5, 2017 by 3:00 p.m.**