

Request for Proposal

Proposals are being accepted for Qualifications of Architectural Programming Services for Monroe County Board of Education as stated herein.

Proposers shall submit their responses to this Request for Proposal in a sealed envelope to:

**Monroe County Department of Finance
103 College Street, Suite 9
Madisonville, TN 37354**

Public Opening of the proposals will be held at the above address at the deadline date and time designated in the Request for Proposal (RFP).

DATE ISSUED:	05/07/18
RFP NO:	BOE1070-04-18
RFP TITLE:	Architectural Programming Services for the Monroe County Board of Education
RFP DEADLINE DATE & TIME:	May 24, 2018 at 2:00 PM
RFP CONTACT:	Jessi Soileau, Purchasing Agent jessi.soileau@monroetn.com
CONTACT PHONE:	(423) 442-9383 ext. 2105

**Monroe County Board of Commissioners
Madisonville, Tennessee 37354
(423) 442-9383**

Proposal Requested By:

Request for Proposal Number:

Monroe County Board of Education

BOE1070-04-17

May 24, 2018

Sealed proposals, subject to the specifications and conditions contained herein and attached hereto, will be received in the Finance Department, J.P. Kennedy Building, until, but no later than **2:00 P.M. (EST.)** local time prevailing, **May 24, 2018**, and then publicly opened and read for the Architectural Programming Services for Monroe County Board of Education as authorized by the Monroe County Board of Commissioners.

No proposal can be withdrawn after the scheduled closing time for receipt of proposals for sixty (60) calendar days.

To be considered, your proposal must be submitted on the copy of this Request for Proposal. Bidders shall sign this form in the space provided and submit proposal document to Monroe County Department of Finance, 103 College Street South Ste. 9, Madisonville, TN 37354. Proposals shall be returned in the enclosed proposal envelope, properly completed and sealed. Proposals will not be accepted via fax machine or e-mail.

Time is of the essence and proposals received after the announced time and date for submittal, whether by mail or otherwise, will be rejected. The date and time stamp in the Finance Department shall determine the time of receipt. Respondents are responsible for ensuring that the Finance Department personnel stamp their proposal before the deadline indicated. Late proposals received will be so noted in the proposal file in order that the vendor's name will not be removed from any future bid/vendor list.

If you desire not to quote on the Proposal, please forward your acknowledgment of NO BID. Return of the "Terms and Signature Sheet" with authorized signature and indication of NO BID is appropriate. Failure to comply may cause for removal of your company's name from the bid list for subject commodity or service.

It is the policy of Monroe County, Tennessee to ensure compliance with Title VI of the Civil Rights Act of 1964; 49 CFR, Part 21. No person shall be excluded from participation in or be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance on the grounds of race, color, sex, disability, or national origin.

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party hereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to T.C.A. § 12-12-106.

Terms and Conditions of Request for Bids/Proposals

1. Award

The County reserves the right to reject any or all Bids/Proposals, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids/Proposals. The County further reserves the right to reject the Bid/Proposal of any Bidder/Proposer whom it finds, after reasonable inquiry and evaluation, to not be responsible. The County may also reject the Bid/Proposal of any Bidder/Proposer if the County believes that it would not be in the best interest of the Project to make an award to the Bidder/Proposer. The County also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder/Proposer. More than one Bid/Proposal for the same work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder/Proposer has an interest in more than one Bid/Proposal for the Work may be cause for disqualification of the Bidder/Proposer and the rejections of all Bids/Proposals in which that Bidder/Proposer has an interest. If the Contract is to be awarded, the County will award the Contract to the Bidder/Proposer whose Bid/Proposal is the best interest of the Project. Disputes arising from the award of the Bid/Proposal must be submitted in writing to the Monroe County Purchasing Agent and received no later than three (3) calendar days from contract award date. In the event no funds are appropriated by the County for the goods and services specified or insufficient funds exist for future orders, the County is under no obligation to make a contract award, contract renewal, or purchase.

2. Preparation of Bids/Proposals

- (A) Bidder/Proposers are expected to examine all Bid/Proposal documents. Failure to do so will be at the Bidder/Proposer's risk.
- (B) Each Bidder/Proposer shall furnish all information required by the Request. The Bidder/Proposer shall sign the Bid/Proposal documents; erasures or other changes shall be initialed by the person signing the offer.
- (C) Unit price shall include freight unless otherwise specified in the request. In case of discrepancy between any unit price and an extended price, the unit price shall govern.
- (D) Bidder/Proposers must state a definite time for delivery of supplies or for performance of services unless otherwise specified in the invitation.
- (E) Delivery time, when stated as a number of days, will include Saturdays, Sundays, and holidays.

3. Availability of Requested Items

Bidder/Proposers must accept responsibility for verifying availability of specified items prior to submission of Bid/Proposal. Bidder/Proposer shall notify the County no less than 96 hours prior to the Bid/Proposal deadline per Tennessee Code Annotated (T.C.A.) § 12-4-126 if specified items are discontinued, replaced, or will not be available for an extended period of time.

4. Restrictive or Ambiguous Specifications

It is the responsibility of the prospective Bidder/Proposer to notify Monroe County Purchasing if there is a question as to the specifications or bid/proposal procedures being formulated in a manner that would unnecessarily restrict competition. Any such question must be received no less than 96 hours prior to the Bid/Proposal deadline per T.C.A. § 12-4-126. These requirements also apply to specifications or procedures that are in error or ambiguous.

5. Delivery

Delivery will be f.o.b. destination unless otherwise specified in the Bid/Proposal document. This will apply to regular and normal stock items and special items which must be ordered direct from manufacturer.

6. Federal Tax and State Sales Tax

Purchases by the County are not subject to any state sales or federal excise taxes. Exemption certificates shall be furnished by the County upon the Contractor's request.

7. Addenda

No modifications to the Bid/Proposal shall be binding upon the County unless made in writing by an authorized representative of the Monroe County Purchasing Department. Bid/Proposal addenda, if issued, are posted on the County's website: www.monroetn.com. Prior to submitting a Bid/Proposal, it is the responsibility of the Bidder/Proposer to ascertain that they have received all addenda issued and bid/propose accordingly. No addenda will be issued later than 48 hours prior to Bid/Proposal deadline per T.C.A. § 12-4-126.

8. Submission of Bids/Proposals

- (A) Bid/Proposal shall be enclosed in a sealed envelope and addressed to the Monroe County Purchasing Department, 103 South College Street, Madisonville, TN 37354. The name and address of the Bidder/Proposer shall be identified on the face of the envelope along with the Bid/Proposal number and title. Bids/Proposals for construction projects exceeding \$25,000.00 must include the required contractor license information on the face of the envelope per T.C.A. § 62-6-119.
- (B) The County does not accept Bids/Proposals by facsimile or any electronic transmission. See Clause 9 under Terms and Conditions of the request for Bid/Proposal regarding Bid/Proposal modifications or withdrawal.
- (C) Samples of items, when required, must be submitted within five (5) calendar days and at no expense to the County unless otherwise specified by the County. If not consumed by testing, samples will be returned at Bidder/Proposer's request and expense unless otherwise specified in the Invitation.

9. Modification or Withdrawal of Bids/Proposals

Bids/Proposals may be modified or withdrawn by signed written notice to Monroe County Purchasing or in person by an authorized Bidder/Proposer representative provided the modification or withdrawal is received prior to the Bid/Proposal deadline. A Bidder/Proposer representative making a modification in person shall have proper identification and shall initial the change. The Bidder/Proposer representative shall sign a receipt for the withdrawal of a Bid/Proposal. A telegraphic notice with an authorized signature would be acceptable for Bid/Proposal modification or withdrawal. It is the Bidder/Proposer's responsibility to confirm receipt of the modification or withdrawal. The telegraphic communications shall not reveal the Bid/Proposal price but shall provide the addition, subtraction or other modifications so that the final prices or terms will not be known by the County until the sealed bid is opened.

10. Late Bids/Proposals

It is the responsibility of the Bidder/Proposer to deliver their Bid/Proposal or modification on or before the deadline date and time. The time of record will be the date/time stamp of the Monroe County Finance Department. Late bids/proposals will not be considered or returned.

11. Qualifications of Bidder/Proposers

In evaluating Bid/Proposal, the County will consider whether or not the Bid/Proposal complies with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid/Proposal form or prior to the Notice of Award. The County will consider the qualifications of Bidder/Proposer and may consider the qualifications and experience of Subcontractors, Supplies, and other individuals or entities proposed for those portions of the work which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted. The County may conduct such investigations as the County deems necessary to establish the responsibility, qualifications, and financial ability of Bidder/Proposers, proposed Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work in accordance with the Contract Documents. The County may make such investigations as are deemed necessary to determine the ability of the Bidder/Proposer to perform the work and the Bidder/Proposer shall furnish all such information and data for this purpose as the County may request. The County reserves the right to reject any Bid/Proposal if the evidence submitted by the investigation of such Bidder/Proposer fails to satisfy the County that such Bidder/Proposer is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

12. Subcontracts

The Bidder/Proposer is specifically advised that any person, firm, or other party to whom it is proposed to award a subcontract under this contract must be acceptable to and approved by the County.

13. Non-Collusion

The requirements of State and Federal Antitrust Law, as well as the terms and conditions of the Bid/Proposal, require that all decisions made as to matters concerning this Bid/Proposal be made on an individual firm basis. By signing this Bid/Proposal, the Bidder/Proposer certifies that no company employees, agents, or representatives colluded in any respect with any other person or firm as to the terms and conditions of the company's Bid/Proposal. Any concerted activity with respect to this Bid/Proposal will be reported to the Antitrust Division of the Office of Attorney General, State of Tennessee.

14. Compliance with Applicable Laws

The Bidder/Proposer shall comply with all laws relating to the manufacture, sale and purchases of items or services by County Governments insofar as they pertain to the purchase made under this contract.

15. Bid/Proposal Acceptance

Bid/Proposal prices quoted shall be subject to acceptance by the County for a period of sixty (60) calendar days from the Bid/Proposal deadline, unless Bidder/Proposer indicates otherwise in their Bid/Proposal. If awarded the Bid/Proposal within the time frame specified, Bidder/Proposer agrees to furnish all services described or specified

16. Acceptance of Bid/Proposal Content

The successful contractor's bid/proposal content shall become a contractual obligation if procurement action ensues. Failure of the successful Bidder/Proposer to accept these obligations in a contractual agreement may result in cancellation of the award.

17. Notification to County

If no Bid/Proposal is to be submitted in response to this Bid/Proposal, it is not necessary to return the request; however, notice should be given to the County if the recipient wishes to remain on the County's Bidder/Proposer list for future solicitations.

18. Standard Contract

The County reserves the right to incorporate standard county contract provisions into any contract negotiated as a result of any Bids/Proposals submitted in response to the Request for Bid/Proposal.

19. News Releases

News releases pertaining to this procurement or any part of the Bid/Proposal shall not be made without the written approval of the County Purchasing Director.

Terms and Conditions of Purchase

1. Definitions

- A. The "County" is Monroe County, Tennessee, and includes its designated representatives.
- B. The "Contractor" is those mentioned as such "contractor, seller, vendor, supplier", in the contract and includes their designated representatives.
- C. The "Specifications" include instructions to vendors, the terms and conditions of purchase, the definitions and the technical specifications of the work.
- D. A "Subcontractor" is a person, firm or corporation having a contract with the Contractor to furnish labor and materials or both, or who perform services of the project.
- E. "Calendar Days" are consecutive days, as occurring on a calendar without regard to the day of the week, month, year, or holidays.
- F. The National Institute of Governmental Purchasing (NIGP) Online Directory of Procurement Terms, at www.nigp.org, will govern on questions as to any other definition in this contract.

2. Contract Terms

Upon award, the performance of the contract shall be covered solely by the terms and conditions set forth herein. Authorization to furnish goods/services will be made via purchase order, or blanket order as appropriate, signed by the County Purchasing Agent and Finance Director or other designated personnel. Any language contained on any invoice, shipping order, bill of lading or other document furnished by the seller at any time and the acceptance by the County of any goods/services to be furnished hereunder accompanied by any such document shall not be construed as an acceptance by the County of any terms or conditions contained in such document which are inconsistent with the terms and conditions set forth in this Invitation. Any different or additional terms contained in the seller's acceptance are hereby objected to.

3. Contract Modification

The contract expresses the complete agreement of the parties. Any changes hereto must be in writing and signed by the County Purchasing Agent. No other individual is authorized to modify the contract in any manner.

4. Delivery Requirement

To insure adequate service level to the people, the County requires that all goods or services ordered will be delivered when specified. Time is, therefore, the essence of this contract. If deliveries are not made or services performed at the time agreed upon, the County reserves the right to cancel and purchase elsewhere and hold seller accountable therefore.

5. Transportation Charges

When terms of delivery or conditions of this order are f.o.b. destination, all transportation charges shall be paid by the seller.

6. Packaging

The County will not be liable for any charges for packaging, crating, carting, drayage, or storage in excess of the purchase price of this order unless stated otherwise herein.

7. Quantities

The County assumes no obligation for articles or materials shipped in excess of the quantity ordered hereunder. Any unauthorized quantity is subject to the County's rejection and return at seller's expense.

8. Indemnification and Insurance

If any work covered by this contract is to be done on the County's premises, Contractor agrees to carry liability and Worker's Compensation insurance satisfactory to the County and to indemnify the County against all liability, loss and damage arising out of any injuries to persons and property caused by the Contractor, his employees or agents. The Contractor will furnish written evidence of such insurance coverage if requested.

9. Inspection and Acceptance

The Contractor shall be responsible for all material or service until they are delivered and accepted. No material or service received by the County pursuant to this contract shall be deemed accepted until the County has had reasonable opportunity to inspect said material or service. All material discovered to be defective or does not conform to any warranty of the seller herein, upon initial inspection or at any later time if the effects contained in the material were not reasonably ascertainable upon inspection, may be returned at the seller's expense for full credit or replacement. No goods returned as defective will be replaced without buyer's written authorization. Such return shall in no way affect the County's discount privileges or exclude any other legal, equitable or contractual remedies the County may have therefore. Performance of services shall be completed to the County's satisfaction.

10. Warranty

The seller and/or proposer expressly warrants that all goods and work covered by this contract will conform to each and every specification, drawing, sample or other description which is furnished to or is adopted by the County and that they will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, and free from defect. Such warranty shall survive delivery and shall not be deemed waived either by reason of the County's acceptance of said goods or work or by payments for them.

11. Invoices

Invoices shall be submitted to address as noted on Purchase Order. Invoices shall contain the following information: purchase order number, item number, contract description of supplies or services, quantities, unit prices and extended totals. Delay in receiving invoices and errors in omissions on statements or invoices will be considered just cause for withholding settlement without losing privileges.

Terms and Conditions of Purchase

12. Notice and Service Thereof

Any notice to any contractor from the County relative to any part of this contract will be in writing and considered delivered and the service thereof complied when said notice is posted with said contractor or his authorized representative.

13. Acts of God

Neither party shall be liable for delays, or defaults in the performance of this contract due to Acts of God or the public enemy, riots, strikes, fires, explosions, accidents, governmental action of any kind or any other causes of similar character beyond their control and without their fault or negligence.

14. Patents

The seller and/or proposer guarantees that the articles described herein and the sale or use of them will not infringe upon any U.S. or foreign patent. The seller covenants that he will, at his own expense, defend every suit which may be brought against the County, or those selling or using the County's product (provided seller is promptly notified of such suit and all papers therein are delivered to the seller) for any alleged infringement of any patent by reason of the sale or use of such articles and seller agrees that he will pay all costs, damages and profits recovered in any such suit.

15. Bankruptcy or Insolvency

In the event of any voluntary or involuntary proceedings by or against either party in bankruptcy or insolvency, or for the appointment of a receiver, trustee or an assignee for the benefit of creditors of the property of seller and/or proposer, or in the event of breach of any of the terms hereof including the warranties of the seller and/or proposer, the County may cancel this contract or affirm the contract and hold the seller responsible for damages.

16. Public Notice – Title VI of the 1964 Civil Rights Act

“No person in the United States shall, on the ground of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.”

Anyone who believes that an agency or local government receiving federal financial assistance has discriminated against someone on the basis of race, color, or national origin has a right to file a complaint within 180 days of the alleged discrimination. Inquiries and charges of violations concerning Title VI should be directed to the Human Resource Director of Monroe County.

17. Non-Conflict

No employee, officer or agent of The County shall participate in the selection, or award of, or administration of a contract if a conflict of interest, real or apparent, would be involved.

18. Provisions Required by Law Deemed Inserted

Each and every provision of law and clause required by law to be inserted in this contract will be deemed to be inserted herein and the contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party the contract will forthwith be physically amended to make such assertion or correction.

19. Termination of Contract

The County reserves the right to terminate the contract at any time if any of the provisions of the contract are violated by the contractor or by any of his subcontractors, in the sole judgement and discretion of the Purchasing Agent. In the event of such termination, the Contractor shall be liable for any excess cost incurred by County. If the contract is so terminated the County may purchase, upon such terms and in such manner as the County Purchasing Agent may deem appropriate, supplies or services similar to those so terminated and the Contractor will be liable for excess cost occasioned thereby. In the event the contract is terminated by the County for due cause, the vendor may be barred from bidding on County contracts for a period of 12 months.

The Contract may be cancelled without cause by either party with the giving of written notice of no less than 60 calendar days.

Project Information

Project Sites:

1. Madisonville Middle School
175 Oak Grove Road
Madisonville, TN 37354

2. Tellico Plains Jr. High School
120 Old High School Road
Tellico Plains, TN 37385

3. Sweetwater High School Gymnasium and Classroom Building
414 South High Street
Sweetwater, TN 37874

Owner

Monroe County Board of Education
Director of Schools: Tim Blankenship

Purpose

Monroe County Board of Education is soliciting a request for proposal from qualified architectural services or firm to create plans and documents, develop bid specifications, and bid the projects.

This solicitation is open to all qualified firms eligible to do business in the State of Tennessee.

Project Goal - Future

1. Madisonville Middle School
 - a. Plan, design, prepare bid document for the construction of a new facility to house grades 6,7, & 8, which include classrooms, teacher areas, central offices, gymnasiums and locker rooms, auditoriums, cafeteria and kitchens, libraries/media centers, computer labs, restrooms, janitorial, mechanical and electrical rooms, parking and traffic circulations, security, and technology.
 - b. Total square feet – 110,000.
 - c. Estimated project budget cost - \$19,000,000.

2. Tellico Plains Jr. High School
 - a. Plan, design, prepare bid document for the construction of a new facility to house grades 5, 6, 7, & 8, which include classrooms, teacher areas, central offices, gymnasiums and locker rooms, auditoriums, cafeteria and kitchens, libraries/media centers, computer labs, restrooms, janitorial, mechanical and electrical rooms, parking and traffic circulations, security, and technology.
 - b. Total square feet – 88,000.
 - c. Estimated project budget cost - \$15,000,000.

3. Sweetwater High School
 - a. Plan, design, prepare bid document for the construction of a new gymnasium and classrooms
 - b. Total square feet – 30,000.
 - c. Estimated project budget cost - \$8,000,000.

Form of Contract

The selected Project Architect(s) will be required to enter into a contract with the Monroe County Board of Education for the performance of the services as outlined in this RFP and as further agreed to by the parties. The Board of Education will use the standard AIA form of agreement between owner and architect as modified by the Board of Education.

Scope of Services

Services:

The proposed scope of services will fully address:

1. PRELIMINARY DESIGN SERVICES:
 - a. Building Space Design, Conceptual Design, and Preliminary Phasing Plan.
2. DESIGN AND CONSTRUCTION SERVICES:
 - a. Schematic Design, Design Development, Contract Documents, Contract Administration, and Close-out.

PRELIMINARY DESIGN SERVICES:

Meet with Monroe County Board of Education representatives to define needs, site function, site utilization, and assemble the information into an architectural program. Develop a conceptual design for site and buildings. Develop and present a preliminary phasing plan. Present a project budget for all project costs to include design, construction, permits, testing, commissioning, etc.

DESIGN AND CONSTRUCTION SERVICES:

Provide complete Architectural Services for design, contract administration, and project close-out.

RFP Submission Process

Submittal Requirements:

Proposals must be delivered, in a sealed envelope or box with the words:

Sealed RFP Enclosed

BOE1070-04-18

Architectural Services

Clearly marked on the outside thereof, to:

Monroe County Department of Finance

103 College Street, Ste 9

Madisonville, TN 37354

Proposals are due to the Department of Finance at the address above no later than 2:00 pm on May 24, 2018.

Submittal Details

Interested consultants must submit twelve (12) copies of a written proposal. Proposals must be delivered in printed format. No faxed or emailed proposals will be accepted.

All proposals submitted must be:

1. Bulleted items or outline format are required; essay format is not acceptable.
2. Presented in 8 ½ x 11-inch format.
3. Arial font, minimum 11-point font
4. The original proposal will include original signatures, in ink, by authorized personnel, on all documents that require an authorized signature, and clearly labeled "original".
5. Do not include marketing materials.
6. Add any specific additional information about the consultant that will benefit the Monroe County Board of Education in the selection process.

Failure to provide the required mandatory information may result in an architect not being considered. Submitted proposals will not be returned.

Order of Submittal Documents: Portfolio

To simplify the review process and obtain the maximum comparability, the RFP must include the following information, at a minimum, and be organized in the following manner.

1. Letter of Transmittal:
Provide a one-page letter of transmittal briefly stating the architect's interest in this project, outlining the consultant's understanding of the work, and the name, address, telephone, cell and fax numbers, and email address of the project manager, signed by the project manager.
2. Introduction Statement:
Provide a one-page introduction statement that explains the architect expertise, previous experience, and unique qualifications for this project.
3. Profile of Architectural Firm:
Provide general information about the consultant and its area of expertise in regards to this RFP, including the qualifications of the project manager and other key personnel to be assigned to the project.
4. Background and Organization:
Identify name, address, history and organization of the consultant, including an overview of the services the consultant provides in-house and the number of years the consultant has provided the requested services.
5. Other Relevant Information:
Describe any other relevant professional services offered by the consultant and how these services may be able to benefit the Monroe County Board of Education.
6. Teamwork:
Describe the process recommended to create a team relationship among those involved with the project, including the Board of Education, the County, the public, and other potential partners.

7. Experience:
Describe recent professional experience with detailed but brief descriptions of representative projects, including project budgets, team members, community engagement process, and other applicable information, including work with public sector clients, and a minimum of three (3) most recent projects similar to this.

8. Team Members:
Identify key team members that will be assigned to the project, including their office location, specific roles and responsibilities, time commitment to the project, and individual professional expertise/credentials, especially relating to experience with similar studies.

9. List project manager for the team:
 - a. List team personnel who will actually be assigned to perform the work on this project, and a breakdown and description of tasks assigned per project team member.
 - b. For consultants located outside the region, address how the consultant will remain responsive to short notice requests and meetings. Identify similar projects that team members have worked on together.
 - c. Names and addresses of any outside consultant(s) or associate(s) proposed to be involved with this project.
 - d. Include each proposed sub-consultant(s) experience and qualifications as described above for firm's personnel.
 - e. For sub-consultants located outside the region, address how they will remain responsive to short notice requests and meetings.
 - f. Identify similar projects that team members have worked on together with the sub-consultants.
 - g. Provide a minimum of five references describing previous work (include project data sheets) timeliness and ability to meet budget and schedule, how many change orders on each project and was consultants or project managers involved. List client name, point of contact address and telephone number.

Budget

Proposal shall include a project budget based on the design guidelines and building parameters indicated above.

Detailed breakdown shall include budget amounts for Madisonville Middle School, Tellico Plains High School, and Sweetwater High School.

The detailed breakdown shall sum up to a budget amount for only the development of the buildings and facilities directly necessary on this site.

Fees and Compensation

Provide a proposed cost-plus expenses budget for completion of the proposed scope of services with cost breakdowns by scope element. Clearly define reimbursable costs such as travel, printing, etc. Provide hourly and overhead rates for personnel, including additional services. Include proposed fee payment schedule. Quotation of fees and compensation shall remain firm for a period of at least 90 days from the submission deadline.

COST SCHEDULE (AIA/OWNER AGREEMENT):

- PROPOSED BUDGET: _____
- PRELIMINARY DESIGN SERVICES: _____
- DESIGN AND CONSTRUCTION SERVICES: _____

Restrictions on Lobbying and Contacts

From the period beginning on the date of the issuance of this RFP and ending on the date of the award of the contract, no person or entity submitting a response to the RFP, nor any officer, employee, representative, agent, or consultant representing such a person or entity, shall contact through any means or engage in any discussion regarding this RFP, the evaluation or selection process, or the award of the contract with any member of the Monroe County Board of Education, selection members, or any member of the interview committee.

Evaluation Process

A detailed evaluation process will follow submission of qualifications statements. The scoring process may result in, but not limited to, a series of requests of the Proposers for clarifications, additional discussions, presentations, amended proposals, and/or detailed references checks.

At any time during the evaluation process, if it is determined that a proposal is non-responsive or non-responsible, that proposal will be removed from consideration for award and all Proposers notified of this decision.

Monroe County Board of Education reserves the right to contact any and all references to obtain, without limitation, information regarding the Proposer's performance on previous projects. A uniform sample of references will be checked for each short-listed Proposer.

Monroe County Board of Education reserves the right to withdraw the RFP at any time, for any reason, and to issue such clarifications, modifications, and/or amendments, as deemed appropriate.

Monroe County Board of Education reserves the right to waive minor irregularities in proposals, provided that such action is in the best interest of the county. Any such waiver shall not modify any remaining RFP requirements or excuse the Proposers from full compliance with the RFP specifications and other contract requirements if the Proposers are selected to participate in step two.

Statement of Qualifications Requirements and Response Format

Provide the information requested in the order noted in this section. For evaluation purposes, the submissions will be scored with the following maximum achievable points per section:

Section 1	Minimum Requirements	5 points
Section 2	General Requirements	40 points
Section 3	Project Specific Requirements	55 points
Section 4	Acknowledgement and Signature Page	0 points

1. Section 1 – Minimum Requirements

- a. Firm's Name, Principal Office and Contact Person for this project
- b. Type of Company (Corporation, Partnership, Joint Venture, LLC, etc.)
- c. Tennessee General Contractor License Number, Expiration Date, Classification, and Limit
- d.
 - i. Attach letter, dated within the last 30 days, from your surety company or its agent licensed to do business in Tennessee, verify your company's capability and capacity based on your current value of work for providing sufficient performance and payment bonds for this project. Surety company bond rating shall be rated "A" or better under the A.M. Best Rating system or the Federal Treasury List.
 - ii. List any funds expended by a surety company on your behalf.
 - iii. List all surety companies that have provided bonds for your company in the past five years. Include explanation if more than one company.
- e. Confirm that you can provide the following insurances from companies with a Best's Rating of A-(VII) or better:
 - i. Worker's Compensation as required by law. Employers Liability Insurance with minimum limits of \$2,000,000.
 - ii. General Liability Insurance with minimum limits of \$2,000,000 per occurrence per project.
 - iii. Builder's Risk at the full insurable value of the entire work site.

2. Section 2 – General Requirements

- a.
 - i. Number of years in business as a contractor under the company name listed on RFP and any other names your firm operated under previously.
 - ii. List date, state and type of incorporation, partnership, or proprietorship establishment.
 - iii. List names of the firm principals appropriate to the type of the firm:
Corporation: President, Vice-president, Secretary, Treasurer
Partnership: Partners
Proprietorship: Owner
Other: List and explain
 - iv. If your company performed work for Monroe County Board of Education or Monroe County Government previously, list the name of the department, project, dollar value, owner and architect names and contact phone numbers, scheduled completion and actual completion dates for all projects completed within the last five (5) years.

- b.
 - i. Number of full-time permanent employees.
 - ii. If the company has more than one office location, provide the number of full-time permanent employees at the location which will serve this project.
 - iii. The annual dollar value of construction work the company has performed for each year over the last 5 calendar years.

- c.
 - i. If your company has multiple office locations, indicate the location of the corporate or "home" office.
 - ii. If your company has multiple office locations, indicate the location that will service this project.
 - iii. Indicate the annual dollar value of construction work for the company at the location that will serve this project.

- d.
 - i. List projects currently under contract or in progress and their total dollar value.
 - ii. List the three largest contracts currently under contract or in progress, including the name of the project, owner and architect names and phone numbers, contract dollar values, percentage complete and currently anticipated completion dates.

- e.
 - i. Describe quality control procedures, including contractor inspection and approval processes, to be applied to this project. List the most recent project where these procedures were used and provide Owner and Architect contact names and telephone numbers.
 - ii. Describe management plans for processing Request for Information (RFI's), shop drawings, submittals, value engineering, change orders, proposals, and requests for deviations. Identify key personnel assigned to these or other special issues. Describe your approach to dispute and claims resolution.

- f. Respond to questions i-vii. If the response to a question is yes, please provide the project(s), dollar value, contact information for owner and architect, date of completion, explain the nature of the failure/claim/delay and attach relevant documentation.
 - i. Has your company ever failed to complete work awarded to it?
 - ii. Has your company ever failed to substantially complete a project in a timely manner (i.e. more than 10% beyond the originally contracted, scheduled completion date for a project of similar scope)?
 - iii. Has your company filed any claims with Monroe County Board of Education or Monroe County Government within the last five years?
 - iv. Has your company been involved in any suits or arbitration proceedings within the last ten years?
 - v. Are there currently any judgments, claims, arbitration proceedings or suits pending or outstanding against your company, its officers, owners, or agents?

- vi. Has your present company, its officers, owners, or agents ever been convicted of charges relating to conflicts of interest, bribery, or bid-rigging?
- vii. Has your present company, its officers, owners, or agents ever been barred from bidding public work in Tennessee?

g.

- i. List your company's Experience Modification Rate (EMR).
- ii. Has your company had any TOSHA citations issued against them during the last five (5) years for workplace safety violations?
- iii. List your company's Incidence Recordable Rate (IRR). If rate is greater than 3.0, please attach OSHA form 300A summaries for last five (5) years with a written explanation.
- iv. Provide an example of a Safety Plan for a project of similar size and scope.

h.

- i. Does your company currently have a documented plan for engaging subcontractor participation from Diversity Business Enterprises? If so, please attach a copy of the plan.
- ii. List your company's typical percentage level of DBE participation for similar projects in the East Tennessee area. Provide at least one example project and include name, percentage achieved and owner representative's name, telephone number and email address.

3. Section 3 – Project Specific Requirements

- a. Identify at least three projects most closely reflecting the size and complexity of the type of work being requested for the currently proposed project. Projects presented shall be those completed by the staff proposed for this project. The similar projects should have been completed within the last five (10) years and at least one within the last two (2) years. For each project, provide:
 - i. Name of Project
 - ii. Location
 - iii. Type of Facility
 - iv. Square Footage
 - v. Dollar value for original and final contract amount
 - vi. Schedule and actual substantial and final completion (month and year) dates
 - vii. Narrative describing the project and its similarity to the proposed project.
 - viii. Any performance rating or letter of commendation from the owner.
 - ix. Contact name, phone number and email address for the owner and the architect.

If this information is already reflected in response to earlier sections, please simply identify the relevant projects and detailed information.

- b.
 - i. Describe how your firm will staff the project. Indicate if staff is local or in a location outside of East Tennessee. Provide organizational structure reflecting authority, responsibility and proportion of time dedicated to this project for all key personnel and job descriptions. Include qualifications (resumes) of the key personnel to be assigned to this project. For each resume include name, length of time employed with your company, proposed position, education and training, professional registrations/licenses, and affiliations, company and project-specific employment history. Project-specific employment history is requested for key personnel for similar projects performed within the last five years. Information should include project size and description, time and budget performance, position held, authority and responsibilities, contributions made to project success, and include owner/architect contacts with phone numbers. Include which of the key personnel identified above is a LEED AP.
 - ii. Confirm the number of LEED Certified projects for which your company has provided general contracting services. Provide the name and contact for the architect for the project and provide the level of LEED Certification. Indicate if your firm provided the LEED documentation, or if a third-party LEED consultant was used. Provide name and contact information for the commissioning agent used.

- c. Submit
 - i. Submit a narrative (limit to 3 pages) of your company's qualifications including:
 - 1. An executive summary of the company
 - 2. Highlight key points and attributes
 - 3. Identify why your firm should be selected

Time Frame

March 2018 – Create a RFP for architects.

May 2018 – Send to Jessi Soileau, Monroe County Finance Department for publishing on May 7, 2018.

May 2018 – Request that RFP and portfolios be turned in no later than May 24, 2018.

June 2018 – Study of portfolios and narrow down to 3-5.

June 2018 – Give to board members for study.

TBA – Architect presentation.

TBA – School Board makes recommendation to Purchasing Committee.

TBA – Meetings (to be scheduled) with architects to create plans and develop bid specifications.

TBA – Create bid documents for buildings.

TBA – Tennessee State Fire Marshal Reviews and Approvals.

TBA – Award bids and develop timelines.

If you receive a copy of this RFP please send a notice to jessi.soileau@monroetn.com. In the event that an addendum is sent out, this will assure you receive a copy.

LITIGATIONS (This section must be completed)

The prospective Architect shall identify by name, docket number, and Court, all litigations to which the prospective Architect and/or Architect's firm has been a party from January 2005 to present.

The prospective Architect and/or the prospective Architect's firm shall specify whether the Professional license of said prospective Architect and/or Architect's firm has been subject to any suspension or revocation proceeding by any administrative tribunal from January 2000 to present.

NO _____

YES _____

Name of Case (include case or docket number): _____

Court in which case is filed: _____

Description of claims that are subject to any litigations: _____

Decision/Verdict of case if concluded: _____

VENDOR INFORMATION

Please print or type clearly. Complete each section entirely and verify for accuracy.

Company Name:		
Mailing Address:		
City:	State:	Zip Code:
Contact Person:		
Phone Number(s):	Fax Number:	
Alt. Phone Number(s):	Cell Phone Number(s):	
Email address:		
Remit To Address <i>(if different from above)</i> :		
City:	State:	Zip Code:
Accounts Receivable Contact Person:		
Phone Number(s):	Fax Number:	
Alt. Phone Number(s):	Cell Phone Number(s):	
Email address:		
Number of years in business:		
Business License Number:	State:	

BIDDER INFORMATION:

Name of Bidder: _____

(Typed or Printed: Firm, Corporation, Business or Individual)

Business Address: _____

Business has been in business under its present name since: _____

At this present time we understand all requirements and state that as a serious bidder we will comply with all the stipulations included in this package.

The above named bidder affirms and declares:

1. That the bidder is of lawful age and that no other person, firm or corporation has any interest in this Bid/Proposal or in the contract proposed to be entered into.
2. That this Bid/Proposal is made without any understanding, agreement, or connection with any other person, firm or corporation making a proposal for the same purpose, and is in all respects fair and without collusion or fraud.
3. That the bidder is not in arrears to Monroe County upon debt or contract and not a defaulter, as surety or otherwise, upon any obligation to Monroe County.
4. That no officer or employee whose salary is payable in whole or in part from the County Treasury shall be or become interested, directly or indirectly, surety or otherwise in this proposal, in the performance of the Contract, in the supplies, materials, equipment and work or labor to which they relate, or in any portion of the profits thereof.

BIDDER: _____

BY: _____

(Authorized Signature in Ink)

PRINTED NAME OF SIGNER: _____

TITLE OF SIGNER: _____

DATE SIGNED: _____

PHONE NUMBER OF SIGNER: _____

ALL VENDORS MUST SUBMIT A W-9 FORM WITH THEIR BID RESPONSE