



REQUEST FOR QUALIFICATIONS

FOR

RFQ#2024-022224 (MR)

***Geotechnical Testing and
Construction Inspection Services***

Project:

West Ridge High School Access Driveway

**Michelle Ramey, CPPO, CPPB
Chief Deputy Purchasing Agent
Sullivan County Purchasing
3411 Hwy 126, Suite 201
Blountville, TN 37617**

**Proposals Due:
February 22, 2024 at 2:00pm**

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REQUEST FOR QUALIFICATIONS

Sealed Request for Qualifications for the following will be received by the Sullivan County Purchasing Agent until 2:00 P.M., Eastern Time, **February 22, 2024**. The names of the responding firms will be publicly announced and recorded by the Sullivan County Purchasing Agent. All proposals will be considered for award or rejection at a later date.

PROJECT: GEOTECHNICAL TESTING AND CONSTRUCTION INSPECTION SERVICES FOR WEST RIDGE HIGH SCHOOL ACCESS DRIVEWAY PROJECT

Documents for the above referenced items are available on the Sullivan County's Vendor Registry website at <https://vrapp.vendorregistry.com/Vendor/Selection/SubscriptionSelection?buyerSource=sullivan-county-tn-vendor-registration>. All questions regarding this request must be submitted via email to Michelle Ramey, Chief Deputy Purchasing Agent at michelle.ramey@sullivancountyttn.gov, no later than **February 13, 2024**, by end of business day. All questions will be answered in an addendum which will be issued on **February 16, 2024**.

Funding for services is being provided by the Sullivan County Department of Education.

By submission of a signed submittal, the submitter certifies total compliance with Title VI and Title VII of the Civil Rights Act of 1964, as amended, and all regulations promulgated thereunder. Qualified Disadvantaged Business Enterprises (DBEs) are encouraged to submit.

No submitted proposals may be withdrawn for a period of thirty (30) days after the scheduled closing time of the receipt of submittals. All submittals shall be signed, sealed, and addressed to the Sullivan County Purchasing Agent, 3411 Hwy 126, Suite 201, Blountville, Tennessee 37617 and marked "RFQ#2024-022224(MR) GEOTECHNICAL TESTING AND CONSTRUCTION INSPECTION SERVICES FOR WEST RIDGE HIGH SCHOOL ACCESS DRIVEWAY PROJECT". Four (4) sets of proposals must be submitted with an additional electronic copy submitted on a USB drive. Sullivan County reserves the right to accept or reject any or all bids received, to waive any informalities in bidding and to re-advertise.

PUB 1T: 01/31/24

2. INTRODUCTION

Sullivan County for its Sullivan County Department of Education is seeking a qualified Company to provide *Geotechnical Testing and Construction Inspection Services* for the West Ridge High School Access Driveway project as specified in the SCOPE OF WORK. Sullivan County invites interested parties to submit qualification proposals for this work.

Sullivan County will review all complete proposals received by the deadline and short-list the most qualified Companies. The selection process will be based on a review of qualifications, completed projects and client references. Fee negotiations will occur with the most qualified Company selected by the selection committee as a final step in the selection process.

The contract to execute between Sullivan County for its Sullivan County Department of Education and the testing Company will be the required Professional Services Agreement that is attached in this RFQ.

Any cost incurred in preparation proposal documentation in response to this Request for Qualification will solely be the responsibility of the Company.

NOTE: No fee structure is to be included in this Request for Qualification. However, pricing will need to be ready to submit immediately upon request from Sullivan County.

By submission of Request for Qualifications, the consultant certifies total compliance with TITLE VI and TITLE VII of the Civil Rights Act of 1964, as amended, and all regulations promulgated thereunder.

Any agreement resulting from the Request for Qualifications submitted shall be governed by the laws of the State of Tennessee.

a. Project Description: West Ridge High School Access Driveway

The Sullivan County Department of Education has completed the design phase for the West Ridge High School Access Driveway. The new entrance will be constructed with access to the school campus off Henry Harr Road. The new entrance onto the high school campus will be between the Tennis Courts and the current Band Practice Field, which will become a paved parking lot as part of this project.

Construction of the Access Driveway is anticipated to begin in April 2024. With most of the construction work occurring during the late Spring and Summer months, to be completed by Fall 2024.

The approximate length of the new road will be 1,400 feet with a majority of the roadway cross section having 12-foot travel lanes, a 4-foot paved shoulder on the westbound lane, and a concrete curb on the east bound lane, and some sections with guard rail. Associated

improvements will consist of storm drain systems, a box culvert where it crosses Russell Creek, and an extended detention stormwater management basin. The Band Practice field will be used as the primary staging area and then restored as a paved parking lot.

Interested parties should become fully aware of the engineering design, environmental permits and approvals, and prevailing site conditions at this time when preparing their proposal.

b. General Terms and Conditions

1. **Acceptance of Proposal:** Request for proposals and amendments thereto, if received by the Sullivan County Purchasing Department after the date and time specified for opening, will not be considered. It will be the responsibility of the Proposer to see that their proposal is received by the Sullivan County Purchasing Department by the specified date and time. There will be no exceptions!! Date of postmark will not be considered. Facsimile or electronic proposals will not be accepted. Changes shown on the outside of an envelope or package will not be acceptable.
2. **Award or Rejection:** Sullivan County reserves the right to award by project or total proposal; to reject any and/or all proposals in whole or in part, and to waive any informality if it is determined to be in the best interest of Sullivan County.
3. **Signature:** All proposals must be signed by an authorized, responsible officer or employee having the authority to enter into contracts. Obligations assumed by such signature must be fulfilled. The original proposal, which has been signed, shall be considered the official copy of the RFQ by Sullivan County.
4. **No Contact Policy:** From the period beginning on the date of the issuance of the Request for Qualifications any contact initiated by a proposer with any Sullivan County Representative concerning this proposal is strictly prohibited, unless such contact is made with the Purchasing Department Representative listed herein or with said Representative's authorization. Any unauthorized contact may cause the disqualification of the proposer from this Purchasing Transaction.
5. **Protest Policy:** Any protest to a bid award by Sullivan County shall be submitted in writing to the Purchasing Agent with a copy to the Sullivan County Mayor and delivered not later than seven (7) calendar days from the date of the county's award decision. Such protest must include a protest bond in the amount of \$350 (cashier's check payable to the Sullivan County Trustee or Cash) submitted to the Purchasing Agent before the County will consider the protest. This protest bond will serve as a guarantee by the protester of the validity and accuracy of the protest. If the protest is denied by the County Mayor, the bond will be retained to cover costs associated with the protest. The steps for dispute resolution may include:
 - A meeting with the Purchasing Agent, the requisitioning department's manager, and representatives from the disputing party to discuss and resolve the complaint.
 - Information from the aforementioned meeting will be forwarded to the County Attorney for review.
 - A written decision letter stating the reasons for the decision will be prepared by the Purchasing Agent and submitted in writing to the protestor and all parties involved.
 - Purchases will not be allowed under this procurement until a final decision is rendered.
 - In the event that purchases must be made before a final decision is rendered, the emergency purchase procedure will be used.
6. **Conflict of Interest:** Proposer, by submitting the enclosed Compliance Affidavit with the submittal, is certifying that no gratuity of any kind and no part of the total contract amount

provided herein shall be paid directly or indirectly to any officer or employee of Sullivan County as wages, compensations, or gifts in exchange for acting as officer, agent, employee, subcontractor, or consultant to Proposer in connection with any goods provided or work contemplated or performed relative to the agreement. A breach of ethical standards could result in civil or criminal sanction and/or debarment or suspension from being a supplier, contractor, or subcontractor under County contracts.

7. **Non-Collusion:** Vendors, by submitting the enclosed Compliance Affidavit, certify that the enclosed proposal is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Tennessee or United States Law. In addition, Sullivan County reserves the right to disqualify any submittal, before or after opening, upon evidence of collusion with the intent to defraud or any other such illegal practices conducted by any responding firm. Any remedies in the firm's response, including agreement, license agreement, terms, conditions, literature, etc. that may be considered an agreement to waive the legal rights of the citizens of Sullivan County shall be considered cause for rejection. In the County's sole judgment, failure to properly identify a conflict of interest may result in disqualification of a proposer or subsequent termination of the contract. During the performance of this contract, the contractor agrees to provide a drug free workplace.
8. **Indemnification:** The vendor shall guarantee and certify by submitting a response to this solicitation that if successful, they shall indemnify and defend the county against any and all claims or legal actions arising as a result of their performance of the contract, whether or not such claims relate to damages or alleged damages sustained by physical injury to contractors personnel, subcontractors, County employees or other persons, or against any lawsuits arising from alleged or actual patent infringements, and shall hold the County, its various departments, employees, and any and all persons or entities acting on its behalf harmless from the same.
9. **Force Majeure:** In the event that the performance of any obligation under this contract, by either party, is prevented due to acts of God, exchange controls, export or import controls, government restriction, wars, hostilities, blockades, civil disturbances, revolutions, strikes, terrorist attacks, lockouts, pandemics, epidemics, plague, outbreaks of infectious disease, including but not limited to COVID-19, any other public health crisis, including stay at home orders, group size restrictions, travel restrictions, or employee restrictions, issued by the Governor or a public health authority, such as Sullivan County Regional Health Department, or recommendation of the Center for Disease Control or the National Institutes of Health to limit the spread of COVID-19, or any other cause beyond the reasonable control of a party, such party will not be responsible to the other party for failure or delay in performance of its obligations under this Contract. Each party will promptly notify the other party of such Force Majeure condition and make good faith efforts to ensure goods or services are provided as per the contract. However, if Force Majeure conditions occur and both parties mutually agree, this contract may be cancelled. If cancelled, neither party will be considered in breach of contract. If funds have been paid for products or services that have not been received, the vendor will send the County a refund within thirty (30) days of the cancellation.
10. **Iran Divestment:** Pursuant to the Iran Divestment Act Tenn. Code Ann. § 12-12-106 requires the State of Tennessee Chief Purchasing Officer to publish, using creditable information freely available to the public, a list of persons it determines engage in investment activities in Iran, as described in §12-12-106. Inclusion on this list makes a person ineligible to contract with Sullivan County; if a person ceases its engagement in investment activities in Iran, it may be removed from the list. The State of Tennessee list is available here:

<http://tennessee.gov/generalservices/article/Public-Information-Library> Submission of this bid/quote/proposal, each vendor and each person signing on behalf of any vendor certifies, and in the case of a joint bid/quote/proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each vendor is not on the list created pursuant to § 12-12-106

11. **Eligibility:** The vendor is eligible for employment on public contracts because no convictions or guilty pleas or pleas of nolo contendere to violations of the Sherman Anti-Trust Act, mail fraud or state criminal violations with an award from the State of Tennessee or any political subdivision thereof have occurred.
12. **Title VI & VII of The Civil Rights Act:** It is the policy of Sullivan County Government that all its services and activities be administered in conformance with the requirements of Title VI & VII. By submission of the RFQ, the responding firm certifies compliance with Title VI and Title VII of the Civil Rights of 1964, as amended, and all regulations promulgated thereof.
13. **Taxes:** Sullivan County is exempt from sales tax. Certificates of tax exemption will be provided to the selected firm, upon request.
14. **Rejection of Proposals:** Sullivan County shall reject any proposal that is determined to be non-responsive. Sullivan County reserves the right to reject the proposal of any Proposer who previously failed to perform adequately for Sullivan County or any other governmental Company.
15. **Mistake in Proposals:** Proposers have the right to request withdrawal of their proposals from consideration due to error by giving notice not later than forty-eight (48) hours after qualification proposals are opened.
16. **Addenda:** In the event that it becomes necessary to revise any part of this RFQ, written addenda will be issued. All addenda will be numbered in sequence, dated as of the date of issue, and sent via fax or email to all prospective proposers. The proposer shall acknowledge receipt of each addendum by signing in the space provided on the issued addendum and by submitting all addenda with their proposal.
17. **Disclosure:** RFQ proposals will not be publicly opened; only the names of the responding firms will be publicly recorded by the Sullivan County Purchasing Agent. RFQ submittals will become the property of Sullivan County and will remain confidential until the selection processes have been concluded. During the selection processes, Sullivan County shall hold the contents of all correspondence, agenda, memoranda, discussions, or any other medium which could disclose any aspect of the firm's proficiency in strict confidence, sharing only with the panel responsible for evaluating the qualifications. Upon conclusion of the selection process, all documents pertinent to the RFQ submittals will constitute public records and will be subject to public inspection under Tennessee law.
18. **Proposal:** One (1) original, three (3) additional copies and one (1) electronic version (formatted according to previously mentioned standards) are due no later than the date indicated as the closing date and time of this RFQ in a sealed envelope.
19. **Waiving of Informalities:** Sullivan County reserves the right to waive minor informalities or technicalities in the proposal when it is in the best interest of Sullivan County.
20. **Related Costs:** Sullivan County is not responsible for any costs incurred by any vendor pursuant to the Request for Qualifications. The proposer shall be responsible for all costs incurred in connection with the preparation and submission of its proposal.
21. **Insurance Requirements:** Prior to beginning these Services, Proposer shall, at Proposer's expense, obtain, keep in force during the term of this Agreement the following minimum amounts of insurance:

- a. General Liability - occurrence basis bodily injury, personal injury and property damage - \$1,000,000 per occurrence and \$2,000,000 aggregate;
- b. Automobile liability - owner, hired, and non-owned bodily injury and property damage - \$1,000,000 combined single limit per occurrence;
- c. Workmen's compensation with statutory limits and employer's liability insurance with minimum limits of \$500,000, to provide for the payment of employees of Proposer employed on or in connection with the work and/or to their dependents, of worker's compensation benefits, including when required, occupational disease benefits in accordance with the U. S. Longshoremen's and Harbor Worker's Compensation Act and the Jones Act. With the prior approval of Sullivan County, Proposer may substitute different types of coverage for those specified as long as the total amount of required protection is not reduced.
- d. Professional Liability – Errors and Omissions \$1,000,000 per occurrence and aggregate.

Sullivan County shall be named as additional insured on the certificates of insurance (General Liability and Automobile Liability) for such policies, and a certified copy of such certificates shall be provided to Sullivan County by Proposer prior to the start of Services. Proposer shall provide Sullivan County, upon its request, a certified copy of any insurance policy required by this Agreement. Any failure or non-coverage by such policy or the limit of any such insurance shall not limit the liability of Proposer to Sullivan County. The policy, or policies, shall contain a provision that such policy or policies may not be cancelled without thirty (30) days prior written notice of such cancellation to Sullivan County. Insurance required hereunder shall be companies reasonably acceptable to Sullivan County.

22. **Compliance with all Laws:** Contractor is assumed to be familiar with and agrees to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations, in any manner affecting the provision of goods and/or services, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.
23. **Governing Law:** All contracts or purchase orders issued for this award will be governed by the laws of the State of Tennessee. Arbitration is not permitted and if a dispute arises between the parties concerning any aspect of the contract and/or purchase order and it cannot be resolved by mutual agreement, any party may resort to resolution of the dispute by litigation in the state or federal courts for Sullivan County Tennessee. The parties waive their right to jury trial. Mandatory and exclusive venue and jurisdiction for any disputes shall be in state or federal courts Sullivan County Tennessee.
24. **Breach of Contract:** A party shall be deemed to have breached the contract if any of the following occurs:
 - Failure to provide products or services that conform to the contract requirements.
 - Failure to maintain/submit any report require hereunder.
 - Failure to perform in full or in part any of the other conditions of the contract.
 - Violation of any warranty.
25. **Contract Termination for Cause:** If the contractor fails to properly perform is obligations under this contract in a timely or proper manner, or if the contractor violates any terms of this contract, the county shall have the right to terminate the contract and withhold payments in excess of fair compensation for completed services. In the event the contact is terminated for due cause by the county, the county shall have the option of awarding the contract to the next proposer or proposing again.

26. **Contract Termination for Convenience:** The County may, by written notice to the contractor, terminate this contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the County. The County must give notice of termination to the vendor at least thirty (30) days prior to the effective date of termination. The Contractor shall be entitled to receive compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the County be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the vendor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
27. **Licenses:** The Contractor must be a licensed professional as required by the State of Tennessee for any services in this contract requiring such licensure. Additionally, all sub-consultants/contractors employed by the prime consultant/contractor for the performance of the services requested in this RFQ must be licensed as professional service firms in the State of Tennessee if said sub-consultants/contractors will perform services that are considered professional in nature.
28. **No Benefit for Third Parties:** The services to be performed by the Contractor pursuant to the Agreement with the County are intended solely for the benefit of the County, and no benefit is conferred hereby, nor is any contractual relationship established herewith, upon or with any person or entity not a party to the agreement. No such person or entity shall be entitled to rely on the Contractor's performance of its services hereunder, no right to assert a claim against the County or the Contractor, its officers, employees, agents, or contractors shall accrue to the Contractor or to any subcontractors, independently retained professional consultant, supplier, fabricator, manufacturer, lender, tenant, insurer, surety, or any other third party as a result of this agreement or the performance or non-performance of the Contractor's services hereunder.
29. **Access to Third Party Contract Records:** All Contractors are required to retain all books, records, and other documents relative to the agreement for three (3) years after final payment and all other pending matters are closed. Contractors must agree that the County, State Company, Comptroller General or any other Governmental entity may have full access to review any books, documents, papers, and records that directly pertain to all negotiated contracts. If an investigation or audit is in progress, records shall be maintained until the matter is closed.
30. **Non-Reliance of Parties:** Parties explicitly agree that they have not relied upon any earlier or outside representations other than what has been included in the Agreement. Furthermore, neither party has been induced to enter into this Agreement by anything other than the specific written terms set forth herein.
31. **ADA Compliance:** With regard to the services performed under this Agreement, Consultant will comply with all applicable requirements of the Americans with Disabilities Act, 42 U.S.C. §12101, et seq., ("ADA"). Consultant agrees that it will defend, indemnify, and hold the County harmless against any and all claims, demands, suits or causes of action which arise out of any negligent and/or intentional act or omission by the Consultant, its employees, agents or representatives which violates the ADA. Consultant agrees that the County will not be responsible for any costs or expenses arising from Consultant's failure to comply with the ADA.
32. **Non-Boycott of Israel:** Concerning the Non-Boycott of Israel Act (TCA 12-4-1 et seq.), by submission of this bid/quote/proposal, each person signing on behalf certifies, and in the case of joint bid/quote/proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each supplier is not boycotting Israel pursuant to § 12-4-1 and will not during the term of any award. Note:

applicable only to contracts of \$250,000.00 or more and to suppliers with 10 or more employees.

3. SCOPE OF WORK

a. Services to be provided:

Sullivan County for its Sullivan County Department of Education is requesting proposals from prospective professional service companies for Geotechnical Testing and Construction Inspection Services on the West Ridge High School Access Driveway project. The following Scope of Services provides a general description for the required services. All companies submitting proposals may provide additional recommended services for this type of project based on previous experience for consideration.

b. Scope of Work:

A. Geotechnical Exploration (Testing):

1. Investigate underlying rock depths and types by planning and performing soil test borings along the roadway centerline in deep cut areas and for the proposed stormwater management basin based on the site plans provided.
2. Coordinate with the Tennessee One Call Service to locate subsurface utilities at the test locations prior to excavation.
3. Advance five (5) Structural soil test borings to depths of up to 10 feet below subgrade elevations.
4. If rock is encountered, advance five (5) Rock cores to a minimum of 5 feet to characterize the rock for mechanical removal.
5. Provide onsite personnel to observe drilling operations, soil testing and classify the retrieved soil samples.
6. Perform field testing and observation in order to determine in-situ soil type and strength conditions.
7. Perform laboratory testing on select split spoon soil samples in order to determine soil mixture conditions and soil classification.
8. Measure groundwater elevations at the time of drilling.
9. Backfill the soil testing borings with soil auger cuttings.
10. Remove extra soil cuttings from the site.

11. Conduct a field reconnaissance of the project site and surrounding area.
12. Review available Topographic and geologic mapping of the project area.
13. Prepare a Soil Boring Record for each of the soil test boring locations.
14. Conduct Geotechnical Engineering Evaluation and Analysis of the available data to provide recommendations concerning rock excavation depths, types and quantities.
15. Prepare a Geotechnical Engineering Report presenting all project data, soil boring records, site observations, field findings, and rock quantification to be used for project bid specifications.

B. Construction Inspection Services (Testing)

1. Plan and manage periodic inspection services during construction by working with General Contractor, AMT Engineering, and the county project manager, throughout the project duration. Attend the pre-construction meeting and other construction meetings with appropriate personnel as requested by the county.
2. Observe, evaluate, and quantify the excavation volumes for the project, including but not limited to:
 - a. Rock found in general excavation.
 - b. Rock found in trench excavation.
 - c. Rock found in the stormwater basin excavation.
3. Perform appropriate laboratory testing on materials proposed for use as fill, backfill, and paving subgrade in accordance with project specifications. Testing may include:
 - a. Grain Size Distribution, ASTM D-422
 - b. Liquid and Plastic (Atterberg) Limits, D-4318
 - c. Proctor Moisture Density Relationships ASTM D-698 OR Proctor Moisture Density Relationships ASTM D-1557
 - d. CBR Tests, ASTM D-1883
 - e. Additional testing as specified.
4. Periodically observe excavation operations to document removal of unsuitable materials including trash, debris, frozen soils, problem clays or stones with a maximum dimension greater than 6 inches.
5. Observe conditions after stripping and clearing and grubbing,

seepage of water into excavations and suggest and observe corrective measures at problem areas for water management.

6. Observe foundation drainage and drainage materials and report compliance with the Contract Documents and the manufacturer's recommendations.
7. Observe placement of fill and backfill (including backfill in utility trenches) to test compliance with project requirements. Perform in-place density tests as required by project specifications and test each lift for compaction. Observe proof rolling as required.
8. Where deficiencies are noted during fill or backfill placement, suggest and observe remedial actions, including reworking and recomposing of materials.
9. Observe the placement of topsoil on all areas of the site and provide report that topsoil is placed in accordance with specifications along with any soil testing requirements and fertilizers prior to stabilization.
10. Provide documentation of events in the field and notify the appropriate persons upon recognition of deficiencies.

C. Paving:

1. Proof roll pavement subgrades and report on acceptability of soils for placement of graded aggregate base materials. Perform CBR tests if required due to soft or yielding subgrade concerns. Recommend undercut or geogrid for poor subgrades encountered.
2. Perform field compaction testing of graded aggregate base materials.
3. Observe asphalt placement and record placement conditions and monitor ambient and material temperatures and overall quality during asphalt placement.
4. Obtain cores of completed asphaltic concrete pavement for thickness measurement and density testing. Compare test results with project mix design criteria and project specifications.

D. Project Reference Documents:

- AMT Project Drawings: Full Plan Set Dated 12.21.23

4. RFQ PROCESS

a. Submittal and Receipt of “Request for Qualifications”

Proposals will be received by the Purchasing Agent until 2:00 P.M., Eastern Time on February 22, 2024. The names of the responding firms will be publicly announced and recorded by the Sullivan County Purchasing Agent.

The Sealed Proposals shall be signed by an authorized representative and the sealed envelope addressed as follows:

**Sullivan County Purchasing Agent
Sullivan County Purchasing Department
3411 Hwy 126, Suite 201
Blountville, Tennessee 37617
RFQ#2024-022224(MR) Request for Qualifications for
Geotechnical Testing and Construction Inspection Services for
West Ridge High School Access Driveway**

One (1) original hard copy, three (3) additional hard copies, and one (1) electronic copy of the Proposal is required.

Proposals, modifications, or corrections received after the scheduled closing time of the receipt of Proposals will not be considered. Sullivan County is not responsible for delays in delivery by mail, courier, etc.

No submitted Proposal may be withdrawn for a period of thirty (30) days after the scheduled closing time of the receipt of Proposals.

1. No oral interpretation will be made to any Proposer as to the meaning of the Proposal Specifications or any part thereof. It is the intent of Sullivan County to issue one (1) addendum, if necessary. Written request for clarification and/or interpretation must be submitted in writing via email by the end of the business day, **February 13, 2024**, and addendum will be issued on **February 16, 2024**. All written requests shall be submitted to Michelle Ramey, Chief Deputy Purchasing Agent by email (michelle.ramey@sullivancountytn.gov). It shall be the Proposer’s responsibility to make inquiry as to the addenda issued. All addenda shall become part of the specifications and all Proposers shall be bound by such addenda, whether or not received by Proposer.

b. Submission Format and Content

1. Submissions should be complete, organized, and comply with the following conditions:
 - a. Follow the submission format as scores will reflect the submitted format.
 - b. Provide the submission in a letter-size binder approximately 10" x 11 ½ " x 1 ½ " deep or less.
 - c. Information should be bound in a compact manner for long-term storage at a maximum of 1 ½" in depth.
 - d. Limit Request for Qualifications to a total of 25 pages or less.
 - e. Under project references, clearly state the name of the Company who performed the references work. If work was performed under the employment of another Company, indicate so by naming that Company. Provide a description of the specific work performed by the Company or individual referencing each project.

2. Binder Information
 - a. RFQ Submission Checklist Form should be placed in the Front of the Binder

 - b. Tabs (1 through 6) In each Tab include the following information:
 - i. Tab 1: Company Information

 - ii. Tab 2: Company's Management Style & Philosophy

 - iii. Tab 3: Company References

 - iv. Tab 4: Project Team

 - v. Tab 5: Forms

 - vi. Tab 6: Supplemental Information –Optional

*** A detail of what is to be included in each tab is included in this Request for Qualifications on the following pages.*

Tab 1: Company Information

- 1.1 Company Name:
- 1.2 Business Address:
- 1.3 Telephone/fax number:
- 1.4 Contact/email address:
- 1.5 Type of organization: Individual or sole proprietorship, professional corporation, corporation partnership, joint venture or other
- 1.6 Name of Team Members designated to work on project:
- 1.7 Professional History:
- 1.8 Provide last three years of financial statements (audited, if available)
- 1.9 Professional Affiliations:
- 1.10 Honors and Awards:
- 1.11 Professional and Civic involvement:
- 1.12 Comment on the Company's expertise:
- 1.13 Number of years the Company has provided testing services for similar projects:
- 1.14 Provide the Company's organization chart indicating the following:
 - Total number of Professional Engineers and the number of years with the Company
 - Total number of employees
- 1.15 Provide the Company's sample insurance certificate.
- 1.16 Provide the Company's history of claims and litigation for the past three years and how these claims were resolved.
- 1.17 Does the Company have in-house Civil, Structural, MEP Engineering or other Consultants expertise?
- 1.18 Where the Company's principal office or a secondary office located?

Tab 2: Company Management Style & Philosophy

- 2.1 Do the Company's qualifications rely on any consultants?
- 2.2 Provide the current workload of the Company versus the Company's workload capacity (expressed by the number of projects, their budget and the phase they are -currently in).
- 2.3 Describe the Company's quality control program during the testing services.
- 2.4 Provide history of the Company's time schedule adherence.

- 2.5 Describe the Company's philosophy and practice of document coordination.
- 2.6 How does the Company handle its errors and omissions? Provide an example.
- 2.7 Describe the Company's coordination practices during preconstruction with the General Contractor/Construction Manager.

Tab 3: Company References

3.1 Please provide at least three (3) project references similar to the projects listed in the SCOPE OF WORK:

- Consider the size of the project and the project delivery system.
- References should include contact name, contact email, phone # and fax #.

Tab 4: Project Team

- 4.1 Provide a team organization chart for the project, including back-up personnel:
 - Provide resumes and references for the team proposed. Include Owner, Consultants and General Contractor Construction Manager references with contact name, phone and fax numbers
- 4.2 Provide current workload of the team proposed.
- 4.3 List proposed laboratory(s) to be used for the project.
- 4.4 Do you see any potential conflicts of interest if awarded the project?

Tab 5: Forms -

- RFQ Submission Checklist
- Sullivan County Compliance Affidavit
- Vendor Information Sheet

Tab 6: Supplemental Information

Supplemental Information may be submitted but should be contained in the specified size notebook under this tab only. Remember to keep Request for Qualifications to a total of 25 pages or less.

c. Evaluation, Selection, and Fee Negotiations Process

Evaluation/ Selection:

The selection committee will review all complete submittals that are received by the deadline. The selection process will be completed as follows:

-The selection committee will evaluate the Responses to the RFQ by using a detailed point scoring system based on the information that was requested in the RFQ.

-Based on the evaluation scores the selection committee will select the top-ranking company. If a selection cannot be made and more information is needed to select a company, the Purchasing Agent may contact the company to ask additional questions.

Negotiation Process:

-The selected company will submit a letter, dated and signed to the Sullivan County Purchasing Agent, formalizing their fee schedule. The fee schedule will be evaluated and if it is deemed that an adjustment is necessary, discussion with the selected Company will occur. If an agreed upon fee cannot be reached, then the selected company will be notified of the cancellation of acceptance. The selection committee will subsequently re-convene to determine the next ranking company. This process will continue until a company with accompanying fees are accepted and agreed upon by the selection committee.

d. Contact/Communication on RFQ Process and Selection

Any written questions concerning this Request for Qualifications may be submitted to the Chief Deputy Purchasing Agent:

Michelle Ramey
Chief Deputy Purchasing Agent
Sullivan County Purchasing
michelle.ramey@sullivancountyttn.gov

Any oral communication shall be considered unofficial and non-binding with regard to this RFQ. All written comments, including questions and requests for clarification must be submitted via email no later than the deadline listed in this RFQ.

5. RFQ SCHEDULE

a. Tentative Schedule

REQUEST FOR QUALIFICATIONS ADVERTISED	JANUARY 31, 2024
DEADLINE TO SUBMIT QUESTIONS	FEBRUARY 13, 2024
ADDENDUM TO BE POSTED ONLINE	FEBRUARY 16, 2024
DUE DATE FOR REQUEST FOR QUALIFICATIONS	FEBRUARY 22, 2024
CANDIDATES HAVE FEE STRUCTURE READY TO SUBMIT IF SELECTED	FEBRUARY 22, 2024

The timeline illustrated above is an estimate. It is subject to change according to schedule availability of selection committee members and circumstances that may arise un-expectedly.

6. FORMS

- a. RFQ Submission Checklist Form
- b. Sullivan County Compliance Affidavit
- c. Vendor Information Sheet

a. SULLIVAN COUNTY COMPLIANCE AFFIDAVIT

RFQ SUBMISSION CHECKLIST FORM

Name of Firm:

Primary Contact:

Phone:

Email:

<i>Initials</i>	<i>Documents</i>	<i>Placement</i>
	1. RFQ Submission Checklist Form	Insert at front of binder
	2. Agency Information	Insert in Tab 1
	3. Agency's Management Style & Philosophy	Insert in Tab 2
	4. Agency's References	Insert in Tab 3
	5. Project Team	Insert in Tab 4
	6. Required Forms	Insert in Tab 5
	7. Supplemental Information (optional)	Insert in Tab 6

b. SULLIVAN COUNTY COMPLIANCE AFFIDAVIT

SULLIVAN COUNTY COMPLIANCE AFFIDAVIT

THIS COMPLIANCE AFFIDAVIT MUST BE SIGNED, NOTARIZED, AND INCLUDED WITH ALL BIDS – FAILURE TO INCLUDE THIS FORM WITH THE BID SUBMITTED SHALL DISQUALIFY THE BID FROM BEING CONSIDERED.

VENDOR: _____

CONFLICT OF INTEREST:

1. No Board Member or officer of the County or other person whose duty it is to vote for, let out, overlook or in any manner superintend any of the work for the County has a direct interest in the award of the vendor providing goods or services.
2. No employee, officer or agent of the grantee or sub-grantee will participate in selection, or in the award or administration of an award supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the employee, officer or agent, any member of their immediate family, his or her partner, or an organization, which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award.
3. The grantees or sub-grantees officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from vendors, potential vendors, or parties to sub-agreements.
4. By submission of this form, the vendor is certifying that no conflicts of interest exist.
5. Do you or any officer/owners/part-owners/stakeholders/employees of this company have any relative(s) (relatives include spouse, children, stepchildren, or any to whom you are related by blood or marriage) that are currently employed by Sullivan County, Tennessee, including the Sullivan County Department of Education or serve on the Sullivan County Commission or the Sullivan County Department of Education? _____ Yes _____ No

If you answered yes, please state the name and relationship of the employee or member of the Sullivan County Commission or the Sullivan County Department of Education.

6. Are you or any officers/owners/part-owners/stakeholders/employees of this company also employees of Sullivan County, Tennessee, including the Sullivan County Department of Education or serve on the Sullivan County Commission or the Sullivan County Department of Education? _____ Yes _____ No

If you answered yes, please state the name of the employee or board member

DRUG FREE WORKPLACE REQUIREMENTS:

7. Private employers with five or more employees desiring to contract for construction services attest that they have a drug free workplace program in effect in accordance with TCA 50-9-112.

ELIGIBILITY:

8. The vendor is eligible for employment on public contracts because no convictions or guilty pleas or pleas of nolo contendere to violations of the Sherman Anti-Trust Act, mail fraud or state criminal violations with an award from the State of Tennessee or any political subdivision thereof have occurred.

GENERAL:

9. Vendor fully understands the preparation and contents of the attached offer and of all pertinent circumstances respecting such offer.
10. Such offer is genuine and is not a collusive or sham offer.

IRAN DIVESTMENT ACT:

11. Concerning the Iran Divestment Act (TCA 12-12-101 et seq.), by submission of this bid/quote/proposal, each vendor and each person signing on behalf of any vendor certifies, and in the case of a joint bid/quote/proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each vendor is not on the list created pursuant to § 12-12-106.

NON-COLLUSION:

12. Neither the said vendor nor any of its officers, partners, owners, agents, representatives, employees or parties interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other responder, firm, or person to submit a collusive or sham offer in connection with the award or agreement for which the attached offer has been submitted or to refrain from making an offer in connection with such award or agreement ,or collusion or communication or conference with any other firm, or, to fix any overhead, profit, or cost element of the offer price or the offer price of any other firm, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against Sullivan County or any person interested in the proposed award or agreement.
13. The price or prices quoted in the attached offer are fair, proper, and not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the firm or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

BACKGROUND CHECK REQUIREMENT FOR SCHOOL SYSTEM SUPPLIERS:

14. In submitting this bid/quote/proposal, you are certifying that you are aware of the requirements imposed by TCA § 49-5-413 (d) to conduct criminal background checks through the Tennessee Bureau of Investigation and the Federal Bureau of Investigation on yourself and any of your employees who may come in direct contact with students or who may come on or about school property anytime students are present. You are further certifying that at no time will you ever permit any individual who has committed a sexual offense or who is a registered sex offender to come in direct contact with children or to come on or about school property while students are present.

NON-BOYCOTT OF ISRAEL AFFIDAVIT

15. Concerning the Non-Boycott of Israel Act (TCA 12-4-1 et seq.), by submission of this bid/quote/proposal, each supplier and each person signing on behalf of any supplier certifies, and in the case of a joint bid/quote/proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each supplier is not boycotting Israel pursuant to § 12-4-1 and will not during the term of any award. Note: Applicable only to contracts of \$250,000 or more and to suppliers with 10 or more employees.

The undersigned hereby acknowledges and verifies that the response submitted to this solicitation is in full compliance with the applicable laws/listed requirements.

SIGNED BY: _____

PRINTED NAME: _____

TITLE: _____

SUBSCRIBED AND SWORN TO BEFORE ME THIS DATE: _____

BY (NOTARY PUBLIC): _____

MY COMMISSION EXPIRES ON: _____

c. Vendor Information Form

VENDOR INFORMATION SHEET

(Please fill out completely)

By completing and signing this form you certify that you are an authorized representative of the company for which you are submitting a bid/proposal and that you have the authority to legally bind your company. Further, by completing and signing this form you certify that you agree to all the terms and conditions of this bid/proposal.

1. Vendor Name: _____
2. Address _____
City _____ State _____ Zip Code _____
3. Contact Person (Please Print) _____
4. Telephone Number _____ Fax Number _____
5. Vendor's e-mail address _____
6. Authorizing Signature _____
7. Title of Person Signing Bid _____
8. If addenda were issued, please acknowledge the receipt of: (please write "yes" if you received one)
Addendum 1 _____ Addendum 2 _____ Addendum 3 _____

7. SAMPLE AGREEMENT

a. Professional Services Agreement

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, effective on _____, by and between _____, hereinafter referred to as "CONSULTANT" and SULLIVAN COUNTY DEPARTMENT OF EDUCATION, hereinafter referred to as "OWNER".

WITNESSETH:

WHEREAS, OWNER has need for professional services and other adjunct services as may be authorized by OWNER for _____, and;

WHEREAS, CONSULTANT desires to provide such services and being competent to do so;

NOW THEREFORE, OWNER and CONSULTANT in consideration of the mutual covenants and agreements herein contained, do hereby agree as follows:

ARTICLE I SCOPE OF SERVICES AND SCHEDULE

1.1 The work and services to be performed (hereinafter referred to as "Services") by CONSULTANT shall be in accordance with CONSULTANT's Scope of Work, as detailed in Appendix A attached hereto and made a part hereof as though fully set out in the body of this Agreement.

1.2 On receiving authorization to proceed with the work, CONSULTANT shall proceed with the Scope of Work contained in Appendix A.

1.3 CONSULTANT shall proceed on a schedule mutually agreed with OWNER.

ARTICLE II INDEPENDENT CONTRACTOR

2.1 CONSULTANT warrants to be an independent contractor and responsible for its Services, and not as the agent of OWNER, in performing the Agreement, maintaining complete control over its employees and all of its subcontractors. Nothing contained in this Agreement or any subcontract awarded by CONSULTANT shall create any contractual relationship between any such subcontractor and OWNER. CONSULTANT shall provide services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. The CONSULTANT shall review State of Tennessee laws and regulations applicable to its services. CONSULTANT agrees to comply with all applicable Federal, State and Local codes and ordinances, including all applicable requirements of the Americans with Disabilities Act, in the design or implementation of the Project.

ARTICLE III COMMITMENT OF PERSONNEL

3.1 CONSULTANT represents that it has, or will secure at its own expense, the qualified personnel required in performing the Services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with OWNER.

3.2 All the Services required hereunder will be performed by CONSULTANT or subcontractors under their supervision and all personnel engaged in the Services shall be fully qualified and shall be authorized or permitted under State of Tennessee and local laws to perform such Services.

ARTICLE IV COMPENSATION

4.1 OWNER agrees to compensate CONSULTANT for Services performed pursuant to Article I, which Services are identified in Appendix A, for an amount not to exceed _____. Said fee is inclusive of all labor, expenses and subcontracts to complete all elements of the Services for the Scope of Work, (Appendix A) except as may be identified in OWNER'S Responsibilities section of Appendix A, if such is included.

4.2 CONSULTANT shall submit periodic invoices in a form consistent with OWNER'S needs. Invoices for work performed shall indicate the time period during which the work was performed. The invoices are to be signed and certified as to their accuracy.

4.3 OWNER will promptly review monthly invoices. OWNER may require any additional information deemed necessary and appropriate to substantiate the invoice. OWNER shall have ten (10) work days from date of receipt from CONSULTANT of an invoice to reject all or any part of the invoice. OWNER shall pay the undisputed amounts to CONSULTANT within thirty (30) days of receipt of the invoice. The invoice shall show the percentage of completion of the Services as of the end of the period covered by the invoice. OWNER is not required to pay more than 90% of the compensation set out in 4.1 above until approval of Final Payment. Final payment, constituting the entire unpaid balance of the amount set out in 4.1 above, shall be made by OWNER to CONSULTANT only after CONSULTANT has fully performed and achieved Final Completion of the Services, and has provided OWNER all documents required by this Agreement.

4.4 CONSULTANT shall be responsible for alerting OWNER in any instance when it anticipates exceeding the budget amount; shall provide justification for same; and shall do so prior to expending 100% of the amount set out in 4.1 of this Agreement. The Agreement may be amended as the work progresses, provided CONSULTANT receives written authorization from OWNER to make such amendments.

ARTICLE V PERIOD OF PERFORMANCE

5.1 The Scope of the Services to be performed by CONSULTANT shall be fully and finally completed within _____ calendar days from the date of this Agreement. Final completion is the completion of all Services and all contract requirements by CONSULTANT.

ARTICLE VI LIABILITY AND INSURANCE

6.1 Public and Professional Liability - CONSULTANT shall fully indemnify, defend and save harmless OWNER, its employees and agents from and against damages, liabilities, expenses, compensations, claims, demands, suits or judgments of sums of money, including but not limited to court costs and reasonable counsel fees, to any party for loss of life or injury or damage to persons or property to the extent caused by, any negligent act, error, omission, of CONSULTANT, its agents, servants, or employees while engaged upon or in connection with the Services required or performed by CONSULTANT. The provisions of this Article VI shall survive the termination or expiration of this Agreement.

6.2 Insurance - Prior to beginning these Services, CONSULTANT shall, at CONSULTANT'S expense, obtain, keep in force during the term of this Agreement the following minimum amounts of insurance:

1. General Liability - occurrence basis bodily injury, personal injury and property damage - \$500,000 – \$1,000,000 combined single limit per occurrence;
2. Automobile liability - owner, hired, and non-owned bodily injury and property damage - \$500,000 – \$1,000,000 combined single limit per occurrence;
3. Workmen's compensation with statutory limits and employer's liability insurance with minimum limits of \$500,000, to provide for the payment of employees of CONSULTANT employed on or in connection with the work and/or to their dependents, of worker's compensation benefits, including when required, occupational disease benefits in accordance with the U. S. Longshoremen's and Harbor Worker's Compensation Act and the Jones Act. With the prior approval of OWNER, CONSULTANT may substitute different types of coverage for those specified as long as the total amount of required protection is not reduced.

OWNER, shall be named as additional insured on the certificates of insurance (General Liability or Automobile Liability) for such policies, and a certified copy of such certificates shall be provided to OWNER by CONSULTANT prior to the start of Services. CONSULTANT shall provide OWNER, upon its request, a certified copy of any insurance policy required by this Agreement. Any failure or non-coverage by such policy or the limit of any such insurance shall not limit the liability of CONSULTANT to OWNER. The policy, or policies, shall contain a provision that such policy or policies may not be cancelled without thirty (30) days prior written notice of such cancellation to OWNER. Insurance required hereunder shall be in companies reasonably acceptable to OWNER.

ARTICLE VII TERMS AND CONDITIONS

7.1 Successors and Assigns - This Agreement and all of its terms and conditions shall extend to and be binding upon the parties hereto and upon their respective heirs, executors, administrators, successors, and assigns.

7.2 Subletting, Assignment, or Transfer - This Agreement may not be sublet, assigned or transferred, changed, modified, or amended, in whole or in part, except as may be agreed, in writing, and signed by all the parties hereto.

7.3 Extent of Agreement - This Agreement constitutes the entire and integrated agreement between OWNER and CONSULTANT and no other written or oral understanding shall constitute part of this Agreement.

7.4 Severability - To the extent that any provision of this Agreement is finally adjudged invalid or unenforceable by a tribunal of competent jurisdiction, such provision shall be deemed modified to the extent necessary to make it enforceable.

7.5 Compliance of Laws - CONSULTANT shall comply with applicable laws, ordinances, rules, regulations and requirements of all federal, state and local governments, courts, boards, commissions or any other body exercising functions similar to the foregoing insofar as carrying out the provisions of this Agreement.

7.6 Termination – If through any cause, either party shall fail to fulfill in timely and proper manner the obligations, agreements or stipulations of this Agreement, the other party shall thereupon have the right to terminate this Agreement by filing written notice to the party in breach of such termination and specifying the effective date thereof, at least five days before the effective day of such termination.

In such event, all finished or unfinished documents, data, studies, and reports prepared by CONSULTANT under this Agreement shall, at the option of OWNER, become its property and CONSULTANT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents. Notwithstanding the foregoing, CONSULTANT shall not be relieved of liability to OWNER for damages sustained by virtue of any breach of the agreement by CONSULTANT and OWNER may withhold any payments to CONSULTANT for the purpose of set off until such time as the exact amount of damages due OWNER from CONSULTANT is determined.

7.7 Governing Law - This Agreement shall be interpreted under and governed by the laws of the state of Tennessee.

7.8 Right to Rely – The CONSULTANT shall have the right to reasonably rely upon the accuracy and completeness of the services and information furnished by the OWNER. The CONSULTANT shall provide prompt written notice to the OWNER if the CONSULTANT becomes aware of any errors, omissions or inconsistencies in such services or information. Nothing herein shall be construed so as to release CONSULTANT from its responsibility or liability.

7.9 Dispute Resolution – In the event that a conflict arises that cannot be resolved between the parties, OWNER and CONSULTANT agree that all disputes arising out of or relating to this Agreement or the Project shall be first submitted to non-binding mediation, unless the parties mutually agree otherwise. The mediation shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. Mediation shall proceed in advance of legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period of agreement of the parties or court order.

7.10 Waiver of Consequential Damages – Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the OWNER nor the CONSULTANT, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty.

**ARTICLE VIII
OWNERSHIP OF DOCUMENTS**

8.1 All documents, reports and material prepared by CONSULTANT in the performance of this Agreement shall become the sole property of OWNER upon payment in full of all monies owed the CONSULTANT, provided CONSULTANT is not in breach of this Agreement. CONSULTANT hereby acknowledges that all right, title, and interest in the documents and all related reports, plans, drawings, technical memoranda and other directly related documents of any kind prepared or made by CONSULTANT or its subcontractors in the performance of or in connection with CONSULTANT'S Services and duties under this Agreement shall be vested solely with OWNER, including the right to hold, use, or dispose of same as OWNER deems appropriate in its sole discretion, but if OWNER uses such documents for other than intended purpose, OWNER assumes any and all liabilities for such use of the documents and CONSULTANT waives any property rights and copyright to such documents.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound have caused their duly authorized representative to, set their hand this day, month, and year first above written.

COMPANY NAME

SULLIVAN COUNTY DEPARTMENT OF EDUCATION

By: _____

By: _____

Date: _____

Date: _____