

CITY OF KNOXVILLE

REQUEST FOR PROPOSALS

**PROFESSIONAL CONSTRUCTION MANAGER AT
RISK FOR A NEW PUBLIC SAFETY COMPLEX**

**Proposals to be Received by 11:00:00 a.m., Eastern Time
May 17, 2019**

Submit Proposals to:
City of Knoxville
Office of the Purchasing Division
City/County Building
Room 667-674
400 Main Street
Knoxville, Tennessee 37902

CITY OF KNOXVILLE
Request for Proposals
Professional Construction Manager at Risk for a
New Public Safety Complex

Table of Contents

Item	Page Number
Statement of Intent	3
RFP Timeline	3
Background	3
General Conditions	4
Scope of Service	6
Contract Requirements.....	13
Instructions to Submitting Entities	21
Evaluation Criteria	27
Submission Forms.....	28
Exhibit A: Site Plan	37

**City of Knoxville
Request for Proposals
Professional Construction Manager at Risk for a
New Public Safety Complex**

I. Statement of Intent

The City of Knoxville is requesting proposals from responsible firms or teams to provide Professional Construction Manager at Risk (CMAR) services for a New Public Safety Complex. It is anticipated that, beginning in July 2019, the City of Knoxville will require the services of a CMAR for both Pre-Construction and Construction Services. The selected CMAR will contract directly with the City of Knoxville under a Guaranteed Maximum Price (GMP) delivery.

II. RFP Time Line

Availability of RFP	April 22, 2019
Pre-proposal conference.....	May 7, 2019
Deadline for questions to be submitted in writing to the Purchasing Division	May 10, 2019
Proposals Due Date	May 17, 2019

This timetable is for the information of submitting entities. These dates are subject to change. **However, in no event shall the deadline for submission of the proposals be changed except by written modification from the City of Knoxville Purchasing Division.**

NOTE: A Pre-Proposal Conference will be held on Tuesday, May 7, 2019, at 10:00 a.m. Eastern time in the City of Knoxville Finance Conference Room, room 662 on the 6th Floor of the City County Building, 400 Main Street, Knoxville, TN 37902. **Attendance at the Pre-Proposal Conference is mandatory for all prospective submitting parties and/or their representatives.** A review of the RFP is highly encouraged prior to the conference. A site visit to the Tennova Campus in North Knoxville will immediately follow the meeting.

III. Background

The Knoxville Police Department’s current headquarters at the Safety Building on 800 Howard Baker Jr. Avenue, built 50 years ago, is antiquated and insufficient for the technology and space required for current KPD operations. The space no longer accommodates the entire KPD staff and the KFD Administration staff currently leases space at a separate location. The City of Knoxville desires to renovate an existing site to house over 300 employees, vehicles, equipment, the City courtroom, and the City Pension Board.

The City of Knoxville (City) is seeking a highly qualified Construction Manager at Risk (CMAR) under a Guaranteed Maximum Price (GMP) contract to serve as a member of the

Project Team in conjunction with the City, the City's Program Manager, the Project Architect and Other Design Professionals to provide preconstruction and construction services for the New Public Safety Complex Construction Project. "Owner" in this Request for Proposals (RFP) refers to the City of Knoxville.

The Owner's objectives in this procurement are:

1. Obtaining the early involvement and input of the CMAR during the design.
2. Ensuring competitive market pricing for the Project.
3. Enabling accurate budgeting of the project during the design phase.
4. Securing CMAR guarantees of construction cost, coordination, and schedule.
5. Enabling the separate packaging of multiple components of the project if necessary to meet project requirements.
6. Expediting project delivery within the limitations of the Guaranteed Maximum Price (GMP) form of contract.

IV. General Conditions

4.1 The following data is intended to form the basis for submission of proposals to provide Professional Construction Manager at Risk services for the City of Knoxville.

4.2 This material contains general conditions for the procurement process, the scope of service requested, contract requirements, instructions for submissions of proposals, and submission forms that must be included in the proposal. The RFP should be read in its entirety before preparing the proposal.

4.3 All materials submitted pursuant to this RFP shall become the property of the City of Knoxville.

4.4 To the extent permitted by law, all documents pertaining to this Request for Proposals shall be kept confidential until the proposal evaluation is complete and a recommendation submitted to City Council for review. No information about any submission of proposals shall be released until the process is complete, except to the members of the Evaluation Committee and other appropriate City staff. All information provided shall be considered by the Evaluation Committee in making a recommendation to enter into an agreement with the selected consultant.

4.5 Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to the RFP shall be made **in writing and be in the hands of the Assistant Purchasing Agent by the close of the business day on May 10, 2019**. Questions can be submitted by letter, fax (865-215-2277), or email to powens@knoxvilletn.gov. The City of Knoxville is not responsible for oral interpretations given by any City employee, representative, or others. The issuance of written addenda is the only official method whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this Request for Proposals, the Purchasing Division will post them to the City's website at www.knoxvilletn.gov/bids. Submitting organizations are strongly encouraged to view this website often to see if addenda are posted. Failure of any proposer to receive such addendum or interpretation shall not relieve such Proposer from any obligation under his proposal as

submitted. All addenda so issued shall become part of the Contract Documents.

4.6 The City of Knoxville reserves the right to (a) accept or reject any and/or all submissions of proposals; (b) to waive irregularities, informalities, and technicalities; and (c) to accept any alternative submission of proposals presented which, in its opinion, would best serve the interests of the City. The City shall be the sole judge of the proposals, and the resulting negotiated agreement that is in its best interest, and its decision shall be final. The City also reserves the right to make such investigation as it deems necessary to determine the ability of any submitting entity to perform the work or service requested. Information the City deems necessary to make this determination shall be provided by the submitting entity. Such information may include, but is not limited to, current financial statements by an independent CPA, verification of availability of equipment and personnel, and past performance records.

4.7 Included in the Contract Documents is an affidavit that the undersigned has not entered into any collusion with any person in respect to this qualification. The qualifier is required to submit this affidavit with the submission. Also included is the Diversity Business Program contracting packet. Submissions must indicate on the enclosed form whether or not the proposer/qualifier intends to use subcontractors and/or suppliers from one of the defined groups. Proposers/Qualifiers are advised that the City tracks use of such use, but it does not influence or affect evaluation or award.

4.8 Subsequent to the Evaluation Committee's review and the Mayor's recommendation of a firm(s), Knoxville City Council approval may be required before the final contract may be executed.

4.9 All expenses for making a submission of proposal shall be borne by the submitting entity.

4.10 Any submission of proposals may be withdrawn up until the date and time for opening of the submissions. **Any submission not so withdrawn shall, upon opening, constitute an irrevocable offer for a period of 120 days to the City of Knoxville for the services set forth in the Request for Proposals until one or more of the submissions have been duly accepted by the City.**

4.11 Prior to submitting their proposals, proposers are to be registered with the Purchasing Division through the City of Knoxville's online Vendor Registration system. Instructions for registering on-line are available at www.knoxvilletn.gov/purchasing. **Proposals from un-registered proposers may be rejected.**

4.12 **NO CONTACT POLICY:** After the posting of this solicitation to the Purchasing Division's website, any contact initiated by any proposer with any City of Knoxville representative concerning this proposal is strictly prohibited, unless such contact is made with the Purchasing Division representative listed herein or with said representative's authorization. Any unauthorized contact may cause the disqualification of the proposer from this procurement transaction. Proposals must include a notarized No Contact/No Advocacy Affidavit (to be found in the "Submission Forms" section of this document).

4.13 **INCLEMENT WEATHER:** During periods of inclement weather, the Purchasing

Division will enact the following procedures with regard to solicitations and weather delays:

- If City offices are closed due to inclement weather on the date that bids/proposals/qualifications/letters of interest are due into the Purchasing Office, all solicitations due that same day will be moved to the next operational business day.
- The City of Knoxville shall not be liable for any commercial carrier's decision regarding deliveries during inclement weather.

V. Scope of Service

The goal of the Owner's New Public Safety Complex Construction Project is to provide facilities to maximize functionality, community attractiveness, and provide a high level of Public Safety Service to the residents of the City of Knoxville. The Scope of Services for the project will include but not be limited to areas to accommodate the following:

1. Knoxville Police Department Headquarters
2. Knoxville Fire Department Headquarters
3. Knoxville Municipal Court
4. Knoxville Pension Board Offices
5. Knoxville Emergency 911 Backup Call Center

The construction budget is \$35.5 million based on the current program scope of work. The scope of the project may be modified by the City in order to meet the long term needs of the City provided the total costs are within the overall program budget.

The schedule of the project calls for the completion of the design development phase and securing of a GMP not later than the end of October of 2019 and final occupancy not later than the end of 2021. This schedule is subject to change by the Owner.

The City intends to bring the CMAR team into the project during the early stage of the design process and the CMAR shall become a member of the Owner's Project Team, consisting of the City, the City's Program Manager, Architect, Engineers and other design professionals. The CMAR must have demonstrated experience in the delivery of pre-construction services and shall be responsible for construction cost estimates and construction budget control. The CMAR will be expected to work collaboratively with others on the Project Team by reviewing the design during the entire process to ensure constructability, value analysis, phasing and scheduling, DBE participation, subcontractor implementation, and the direction of all construction activities.

The CMAR must comply with the requirements of all applicable federal, state and local laws and regulations. The CMAR and all its subcontractors must not have been declared ineligible to perform work in Tennessee. Prior to the commencement of construction phase services and subsequent to the completion of the Contract Documents, the CMAR shall furnish to the City a Guaranteed Maximum Price (GMP) for the entire construction phase consistent with the agreed upon construction budget, schedule, and the City's DBE goals for the project.

The pre-construction phase services will commence no later than July 2019 and will continue through the completion of the design documents and the bidding of all phases of the work for the entire program. The City reserves the right to make changes in the schedule as requirements of

the project dictate.

The City at its discretion may also elect to add additional project staff on a contract basis to the Project Team at some point prior to the completion of the Design Phase of the Project.

The CMAR shall be responsible for security of the site until completion and the City makes acceptance of the project.

Pre-Construction Services

A. Schedule

1. The CMAR shall collaborate and cooperate with the City, Program Manager, and the Design Team in the development of a Master Pre-Construction Schedule beginning with the Design Development Phase and ending with the award of the GMP. The Master Pre-Construction Schedule should be realistic and achievable and should be distributed to the Project Team and monitored regularly during design phase review meetings to ensure a timely design phase and a prompt construction start date.
2. The pre-construction schedule will outline key milestones including but not limited to design phases, budget delivery dates, owner submission and review dates, agency review dates, release of documents dates for intermediate and final pricing and tentative bid dates. The schedule should also identify long lead items and significant Owner Furnished Equipment, if any, that does require early procurement.
3. Concurrent with the submission of each design budget reconciliation, as defined below, the CMAR shall submit to the City an updated Critical Path Method (CPM) schedule or other suitable schedule method suitable to the City reflecting any revisions in the Project Budget that will affect the construction schedule. Activity detail on the schedules should directly correspond to the budget line items.
4. Concurrent with the submission of a reconciled budget estimate for each phase of the Work, the CMAR shall provide pertinent information and assist in the development of a Master Construction Phase Schedule beginning with the CMAR's mobilization and ending with Occupancy. The Schedule shall include, at a minimum, the Specification Divisions of the Work, as defined in the Architect's Specifications (Construction Specifications Institute Format) required to adequately represent to the Owner the complete Scope of Work and define the projects critical path and associated activities.

B. Document Review

1. Pre-Construction Services review meetings shall be held twice monthly through the Design Development Phase and monthly during the Construction Documents Phase.
2. The CMAR will develop and maintain an Issues and Answers Log (web-based or computer generated) during the Design Phases to aid in the prompt transfer of

information between all members of the Project Teams. The Log will be monitored and updated on a continual basis and addressed at review meetings.

3. The CMAR shall provide regular input to the entire Project Team on issues of constructability, budget/schedule impact, and phasing as specific phases of the overall design are developed to ensure the project is within budget and schedule parameters.
4. The CMAR shall at no additional cost to the City engage the services of outside consultants or subcontractors in the review and budgeting of particular building systems or issues but with no commitment to award the component of the work in which they have assisted in estimating.

C. Design Budget/Estimates

1. Budget Estimate (1): Based on Schematic Design Documents, the CMAR will prepare a comprehensive budget estimate with complete price breakdown and detailed listing of Proposals and assumptions. The budget will be presented in the format approved by the Authority that reflects the various sources of funds applicable to various aspects of the Project. The CMAR will then participate in a reconciliation meeting with the Program Manager, Architect and the Architect's Cost Consultant to arrive at a consensus budget estimate for approval by the City.
2. Budget Estimate (2): Based on completed Design Development Documents, the CMAR will prepare a comprehensive budget estimate using a detailed quantity survey method. The budget estimate should clarify most of the Proposals and assumptions contained in Budget Estimate No. 1. A similar reconciliation exercise will be performed as in Budget Estimate No. 1 for approval by the City.
3. Budget Estimate (3): Upon 65% completion of the Construction Documents, the CMAR shall prepare a GMP based on the 65% Construction Documents. The CMAR shall furnish a summary describing any inconsistencies, delays or problem areas that could impact budget parameters and final delivery of the Project. The CMAR shall take into account the phasing of the Project in the GMP. The summary will be submitted with a complete and detailed price breakdown along with further clarifications of any Proposals and assumptions, the CMAR shall participate in a reconciliation meeting with the Program Manager, Architect and Architect's Cost Consultant for approval by the City.
4. Final Budget Estimate: Upon 100% completion of the Construction Documents, the CMAR will prepare a Final Budget Estimate based on the completed documents. If within the budget parameters set by the City, the City may accept the Final Budget Estimate and finalize a contract for construction. The CMAR shall specify within each budget estimate the fee for overhead and profit.
5. Value Analysis: Concurrent with the submission of each Budget Estimate, the CMAR shall provide value analysis options with associated costs. The CMAR shall review the options with the Project Team and incorporate selected options into the Budget Estimate.

The CMAR recognizes that the estimates noted above are the minimum number that will be required to fulfill the CMAR's role as a member of the Project Team during the pre-construction process. The CMAR will be expected to provide cost comparisons for various building components and systems that may impact the project budget so that the most appropriate choices will be incorporated in the design of the project. The CMAR shall also provide estimates to the Project Team of all construction related permitting costs. Budget Estimates and GMP Documents shall include estimates of all applicable tax savings for which the Owner is eligible.

D. Equipment Review and Coordination

1. The CMAR, as a part of the Project Team, shall assist in the reviewing and budgeting of Owner Furnished Equipment and Furnishings, material and installation costs, and other exposures that could potentially affect the Budget Estimate to ensure that all costs are accounted for.
2. During the pre-construction phase of the Project, the CMAR shall identify, bid and place purchase orders for long lead time equipment as required.

E. LEED Considerations

1. The CMAR, as a part of the Project Team, will work to facilitate the incorporation of sustainable practices, building systems and components into the design and construction process, making suggestions and providing cost analysis of LEED options when requested. The CMAR is required to have LEED accredited personnel engaged in the Pre-Construction and Design Phases of the Project to ensure that the Contractor's responsibilities are executed in accordance with LEED considerations.

F. Cash Flow Analysis

1. Concurrent with the submission of each Budget Estimate and the Master Construction Phase Schedule, the CMAR shall submit a cash flow analysis for the overall construction duration of the Project showing projected monthly billings for completed work in place and the accumulated billings to date along with the percentages of completion. The CMAR will be expected to maintain the cash flow analysis through the duration of the Project.

G. Subcontractor/Vendor Solicitation

1. The CMAR will promote the interest of local and regional bidders and develop a master list of Vendors and Subcontractors that have shown interest in submitting bid packages for the Project. The list should include only companies that are qualified.

2. The Goal for participation by Disadvantaged Business Enterprise (DBE) program is established by the City. The CMAR shall be familiar with the terms and conditions of the Program and shall use its best efforts to comply with the goal. The CMAR shall present a preliminary plan at the outset of the Pre-Construction Phase outlining how it will achieve the goals and will confirm that plan concurrent with the submission of the GMP at the end of the Pre-Construction Phase.
3. The CMAR will be responsible for tracking the participation of local, regional and DBE bidders on a monthly basis and reporting to the City including those used as a part of the General Conditions.

H. Construction Staging and Site Management

1. The CMAR will work with the Project Team, including such stakeholders as the City in developing a Site Management Plan detailing the various phases of the work and the staging of construction operations. The plan will include vehicular access to and from the site, construction parking, the location of temporary facilities, the location of hoists, cranes and other equipment, locations of barricades and construction fence and protection of the public during construction.

Bidding and Construction Phase

A. Bidding

The CMAR shall:

1. Publish a bid calendar and publish required notices.
2. Manage, facilitate and coordinate the bid phase.
3. Print, assemble and distribute sub-contractor contract document work packages for bidding confirming that all requirements have been met.
4. Receive and hold all insurance certificates, performance and payment bonds, and other required start-up documents.
5. Establish and conduct pre-award meetings and pre-construction meetings.
6. The CMAR may self-perform some level of work, to be determined in accordance with the Contract Agreement, however, the CMAR must evidence a competitive price submitted in advance of other subcontract prices to the satisfaction of the City.

B. Site Management

1. The CMAR shall collect and coordinate site-specific safety and security plans from each subcontractor, set up procedures to hold all subcontractors accountable for meeting safety and security requirements in the Project Manual and in their respective Safety and Security Plans.
2. The CMAR shall be responsible for obtaining building permits for the City.

C. Construction Management

1. Monitor the work and report any non-compliant items to the Architect and the Project Team. Make recommendations and submit plans of correction to the Architect and Project Team for review and approval. Implement accordingly.

D. Schedule

1. CMAR shall be responsible for all schedules and the coordination of all work items contained therein. The CMAR shall update the schedule not less than monthly indicating the projected and scheduled end date, noting all float and showing all progress. At each Owner, Architect, Construction Manager (OAC) Meeting, the CMAR shall provide a six-week near term schedule.
2. The CMAR shall notify the rest of the Project Team within a week of any schedule slips along with a strategy to correct and recover lost time.

E. Construction

1. The CMAR shall provide supervision as required to coordinate the work of all contractors/subcontractors with each other and the activities of the CMAR and the rest of the Project Team. The CMAR shall ensure that the construction of the work is in strict accordance with the Construction Documents within the time and price agreed to in the GMP. The CMAR shall award and enter into, as a general contractor, all subcontracts necessary and appropriate to provide all labor and materials for the construction of the Project.
2. The CMAR shall provide project management as required to implement the overall plan and achieve the cost, schedule, quality, safety and security goals of the City.
3. The CMAR shall coordinate with various local, federal and state agencies, as well as utility companies.
4. The CMAR shall facilitate and document all communications to and from subcontractors, the Owner, Program Manager and the Architect. The CMAR shall log all

communications items and shall measure and report the time with which the activities occur.

5. The CMAR shall document all communications and the facts related to claims to the rest of the Project Team.
6. The CMAR shall provide coordination and administration of security on the project on behalf of and in coordination with the City.
7. The CMAR shall create and implement written payment procedures for all subcontractors, which must be approved by the City. They will also be required to provide a Partial Release of Liens from each subcontractor for payment they received in the previous month.
8. The CMAR shall develop and monitor an effective system of cost control, reflecting current cost claims against the budget, and projecting costs to complete on a monthly basis.
9. The CMAR shall receive all submittal items from subcontractors and vendors review them for general conformance with the contract documents and the work plan, and forward to the City. The CMAR shall keep a submittal log and monitor the scheduling of submittals so as to allow adequate time for review by the rest of the Project Team and shall maintain and make available at the Project site updated records of subcontracts, shop drawings, submissions, samples and manuals.
10. The CMAR shall maintain current as-built and record documents at the site.
11. The CMAR shall coordinate the delivery and unpacking of all Owner supplied materials and equipment that is not being received by the subcontractor of the Owner.
12. The CMAR shall coordinate the close-out commissioning process including the training of appropriate Owner personnel in the operation of equipment installed as a part of the Project and the LEED commissioning.
13. The CMAR acknowledges and understands that the Owner will initially engage the CMAR to perform pre-construction services in connection with the Project. The CMAR further acknowledges and agrees that in submitting a Proposal in response to the RFP, the Owner shall not be obligated to engage the CMAR to construction or build the Project and the Owner specifically reserves the right to retain another entity or contractor for the construction phase of the Project.
14. The CMAR shall be responsible for the documentation of all DBE participation in the construction phase in accordance with the policies and requirements of the Owner.
15. The CMAR shall provide a one-year warranty on all material and workmanship.

VI. Contract Requirements

Submitting entities, if selected, must be willing to sign a contract with the City which will include certain provisions, among which are the following:

6.1 **Contract Documents.** The contract shall consist of (1) the RFP; (2) the proposal submitted by the contractor to this RFP; and (3) the contract. In the event of a discrepancy between the contract, the RFP and the submitted proposal, the terms that provide the greater benefit to the City and/or impose the greater obligation to the contractor will prevail.

6.2 **Administration.** The contract will be administered by the City of Knoxville Office of the Deputy to the Mayor and Chief Operations Officer.

6.3 **Invoices.** Invoices for services will be submitted to the City in accordance with the contract terms.

6.4 **Independent Contractor.** The relationship of contractor to the City will be that of independent contractor. The contractor will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants and subcontractors done during the performance of the contract. All services performed by the contractor shall be provided in an independent contractor capacity and not in the capacity of officers, agents, or employees of the City.

6.5 **Assignment.** The contractor shall not assign or transfer any interest in this contract without prior written consent of the City of Knoxville.

6.6 **Indemnification and Hold Harmless.** The successful proposer will be required to sign a contract with the City which contains the following indemnification clause. This indemnification clause will not be altered in any way. Failure to agree with this indemnification clause in the contract may result in the City moving to the next responsible responsive proposer.

Contractor shall defend, indemnify and hold harmless the City, its officers, employees and agents from any and all liabilities which may accrue against the City, its officers, employees and agents or any third party for any and all lawsuits, claims, demands, losses or damages alleged to have arisen from an act or omission of Contractor in performance of this Agreement or from Contractor's failure to perform this Agreement using ordinary care and skill, except where such injury, damage, or loss was caused by the sole negligence of the City, its agents or employees.

Contractor shall save, indemnify and hold the City harmless from the cost of the defense of any claim, demand, suit or cause of action made or brought against the City alleging liability referenced above, including, but not limited to, costs, fees, attorney fees, and other expenses of any kind whatsoever arising in connection with the defense of the City; and Contractor shall assume and take over the defense of the City in any such claim, demand, suit, or cause of action upon written notice and demand for same by the City. Contractor will have the right to defend the City with counsel of its choice that is satisfactory to the City, and the City will provide reasonable cooperation in the defense as Contractor may request. Contractor will not consent to the entry of any judgment or enter into any settlement with respect to an indemnified claim without the prior written consent of the City, such consent not to be unreasonably withheld or

delayed. The City shall have the right to participate in the defense against the indemnified claims with counsel of its choice at its own expense.

Contractor shall save, indemnify and hold City harmless and pay judgments that shall be rendered in any such actions, suits, claims or demands against City alleging liability referenced above.

The indemnification and hold harmless provisions of this Agreement shall survive termination of the Agreement.

6.7 Termination. The City may terminate this Agreement at any time, with or without cause, by written notice of termination to the Contractor.

If the City terminates this Agreement, and such termination is not a result of a default by the Contractor, the Contractor shall be entitled to receive as its sole and exclusive remedy the following amounts from the City, and the City shall have no further or other obligations to the Contractor: the amount due to the Contractor for work executed through the date of termination, not including any future fees, profits, or other compensation or payments which the Contractor would have been entitled to receive if this Agreement had not been terminated.

The City may, by written notice of default to the Contractor, terminate the whole or any part of this Agreement if the Contractor fails to perform any provisions of this Agreement and does not cure such failure within a period of ten (10) days (or such longer period as the Purchasing Agent may authorize in writing) after receipt of said notice from the Purchasing Agent specifying such failure. If this Agreement is terminated in whole or in part for default, the City may procure, upon such terms and in such manner as the Purchasing Agent may deem appropriate, supplies or services similar to those terminated.

6.8 Insurance. When applicable and prior to the commencement of the contract, contractor must, at its sole expense, obtain and maintain in full force and effect for the duration of the Agreement and any extension hereof at least the following types and amounts of insurance for claims which may arise from or in connection with this Agreement. Contractor shall furnish the City of Knoxville with properly executed certificates of insurance which shall clearly evidence all insurance required by the City. All insurance must be underwritten by insurers with an A.M. Best rating of A-VIII or better. Such insurance shall be at a minimum the following:

- A. **Commercial General Liability Insurance**; occurrence version commercial general liability insurance, and if necessary umbrella liability insurance, with a limit of not less than two million dollars each occurrence for bodily injury, personal injury, property damage, and products and completed operations. If such insurance contains a general aggregate limit, it shall apply separately to the work/location in this Agreement or be no less than \$3,000,000.

Such insurance shall:

- (a.) Contain or be endorsed to contain a provision that includes the City and its officials, officers, employees, and volunteers as additional insureds with

respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed insureds. Proof of additional insured status up to and including copies of endorsements and/or policy wording will be required.

- (b.) The specified insurance shall also include and insure Volkert Inc., Tennaova, and their respective directors, council members, agents and employees, including, with limits, the Architect and the Engineer and the other named consultants, their officers, agents and employees as additional insured's (with the exception of Worker's Compensation and Professional Liability), against the areas of risk associated with the Services as described in this RFP with respect to Contractor's operations, acts or omissions in the performance of this Agreement, its operations, use and occupancy of the Facility, and other related functions performed by or on behalf of Contractor in, on or about Facility, which the Contractor may be legally liable, whether such operations be by the Contractor, or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose act any of them may be liable.
- (c.) For any claims related to this project, Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, officers, employees, and volunteers. Any insurance or self-insurance programs covering the City, its officials, officers, employees, and volunteers shall be excess of Contractor's insurance and shall not contribute with it.
- (d.) At the sole discretion of the City, dedicated limits of liability for this specific project may be required.

- B. **Automobile Liability Insurance;** including vehicles owned, hired, and non-owned, with a combined single limit of not less than \$1,000,000 each accident. Such insurance shall include coverage for loading and unloading hazards. Insurance shall contain or be endorsed to contain a provision that includes the City, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of Contractor.
- C. **Workers' Compensation Insurance.** Contractor shall maintain workers' compensation insurance with statutory limits as required by the State of Tennessee or other applicable laws and employers' liability insurance with limits of not less than \$500,000. Contractor shall require each of its subcontractors to provide Workers' Compensation for all of the latter's employees to be engaged in such work unless such employees are covered by Contractor's workers' compensation insurance coverage.
- D. **Builder's Risk Insurance.** Contractor shall procure and shall maintain or shall cause to be procured and maintained Builders' Risk insurance on a replacement

cost basis during the construction of the project. Insurance is to be on an “all risks” basis and shall insure against the perils of fire and extended coverage and physical loss or damage including, but not limited to, theft, vandalism, flood, earthquake, malicious mischief, collapse, temporary building and debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for architects’ services and expenses required as a result of such insured loss. Insurance is to cover all property of Contractor (and its subcontractors) and the City at the construction site. Coverage shall cover the completed value of the construction including without limitation, slab on grade, excavations, foundations, caissons, tenant finish work, and retaining walls around the perimeter of the project. Any exclusion of so-called underground damage to pipes, collapse of structure, or damage resulting from explosion or blasting shall be deleted. This coverage shall be issued on a completed value form basis for 100% of the insurable replacement value of the project. Such policy shall provide that any loss thereunder shall be payable to Contractor, the City, and others as their interests may appear and shall also have a replacement cost endorsement. The insurer shall waive all rights of subrogation against the City. Partial occupancy or use shall not commence until the insurance company or companies providing the insurance have consented to such partial occupancy or use by endorsement or otherwise. Contractor shall be responsible for the deductible in the event of a loss.

E. Other Insurance Requirements. Contractor shall:

- Prior to commencement of services, furnish the City with original certificates and amendatory endorsements effecting coverage required by this section and provide that such insurance shall not be cancelled, allowed to expire, or be materially reduced in coverage except on 30 days' prior written notice to the City Attorney of Knoxville; P.O. Box 1631; Knoxville, Tennessee 37901. Proof of policy provisions regarding notice of cancellation will be required.
- Upon the City's request, provide certified copies of endorsements and policies if requested by the City in lieu of or in addition to certificates of insurance. Copies of policies will only be requested when contracts are deemed to be extremely or uniquely hazardous, include a dollar amount that is significant to the overall budget of the City or a City Department, or the coverage(s) may not follow standard insurance forms. A policy will only be requested after the City's Risk Manager has reviewed the contract and proof of coverage has been provided. Should the certificate of insurance refer to specific coverage wording or endorsements(s), proof of such policy wording or endorsement(s) will be required.
- Replace certificates, policies, and endorsements for any such insurance expiring prior to completion of services.
- Maintain such insurance from the time services commence until services are completed. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of contract.

- If Contractor cannot procure insurance through an insurer having an A.M. Best rating of A-VIII, Contractor may, in the alternative, place such insurance with insurer licensed to do business in Tennessee and having A.M. Best Company ratings of no less than A. Modification of this standard may be considered upon appeal to the City Law Director.
- Require all subcontractors to maintain during the term of the Agreement Commercial General Liability insurance, Business Automobile Liability insurance, and Workers' Compensation/Employer's Liability insurance (unless subcontractor's employees are covered by Contractor's insurance) in the same manner as specified for Contractor. Contractor shall furnish subcontractors' certificates of insurance to the City without expense immediately upon request.
- Large Deductibles; Self-Insured Retentions. Any deductibles and/or self-insured retentions greater than \$50,000 must be disclosed to and approved by the City of Knoxville prior to the commencement of services. Use of large deductibles and/or self-insured retentions may require proof of financial ability as determined by the City.
- Waiver of Subrogation Required. The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, and employees for losses arising from work performed by Contractor for the City. Proof of waiver of subrogation up to and including copies of endorsements and/or policy wording will be required.
- Occurrence Basis Requirement. All general liability policies must be written on an occurrence basis, unless the Risk Manager determines that a claims made basis is reasonable in the specific circumstance. Use of policies written on a claims made basis must be approved by the City. Risk Manager and retroactive dates and/or continuation dates must be provided to the City prior to commencement of any work performed. Professional Liability and Environmental Liability (Pollution Coverage) are most commonly written on a claims made basis and are generally acceptable in that form.
- Maintain liability coverage that shall include completed operations coverage, and Contractor shall maintain such coverage for a period of 5 years from the date of final acceptance of the project.
- Commercial general liability policies usually automatically insure liability for the risks of explosion, collapse, and damage to underground property. Certain contractors must pay additional premiums to obtain these coverages. If the policy does not cover these risks, it will have exclusions for the X, C, and U perils. When applicable, verification should be provided by Contractor that these exclusions do not apply.
- In some situations, *Contractors' Pollution Liability* will be necessary if there is the possibility of recovery or release of pollutants from a construction project that could

cause injury/loss to a third party. In those situations, refer to the environmental liability section below. A surety bond is usually required to ensure the agreement is followed and to protect the City in the event of Contractor insolvency. A performance bond is also required to protect the City in the event the contractor does not complete the project satisfactorily. Bonds provide the following functions: guarantee the bonded project will be completed; guarantee the laborers, suppliers, and subcontractors will be paid even if Contractor defaults; provide an intermediary, the surety, to whom the City can seek relief.

6.9 Ethical Standards. Attention of all firms is directed to the following provisions contained in the Code of the City of Knoxville: Chapter 24, Article II, Section 24-33 entitled “Debts owed by persons receiving payments other than Salary;” Chapter 2, Article VIII, Division 11. the Contractor hereby takes notice of and affirms that it is not in violation of, or has not participated, and will not participate, in the violation of any of the following ethical standards prescribed by the Knoxville City Code:

A. Section 2-1048. Conflict of Interest.

It shall be unlawful for any employee of the city to participate, directly or indirectly, through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing or otherwise, in any proceeding or application, request for ruling or other determination, claim or controversy or other matter pertaining to any contract or subcontract and any solicitation or proposal therefore, where to the employee’s knowledge there is a financial interest possessed by:

- (1) the employee or the employee’s immediate family;
- (2) A business other than a public agency in which the employee or member of the employee’s immediate family serves as an officer, director, trustee, partner or employee; or
- (3) Any person or business with whom the employee or a member of the employee’s immediate family is negotiating or has an arrangement concerning prospective employment.

B. Section 2-1049. Receipt of Benefits from City Contracts by Council Members, Employees and Officers of the City.

It shall be unlawful for any member of council, member of the board of education, officer or employee of the city to have or hold any interest in the profits or emoluments of any contract, job, work or service, either by himself or by another, directly or indirectly. Any such contract for a job, work or service for the city in which any member of council, member of the board of education, officer or employee has or holds any such interest is void.

C. Section 2-1050. Gratuities and Kickbacks Prohibited.

It is unlawful for any person to offer, give or agree to give to any person, while a city employee, or for any person, while a city employee, to solicit, demand, accept or agree to accept from another person, anything of a pecuniary value for or because of:

- (1) An official action taken, or to be taken, or which could be taken;
- (2) A legal duty performed, or to be performed, or which could be performed; or
- (3) A legal duty violated, or to be violated, or which could be violated by such

person while a city employee.

Anything of nominal value shall be presumed not to constitute a gratuity under this section.

Kickbacks. It is unlawful for any payment, gratuity, or benefit to be made by or on behalf of a subcontractor or any person associated therewith as an inducement for the award of a subcontract or order.

D. Section 2-1051. Covenant Relating to Contingent Fees.

(a) Representation of Contractor. Every person, before being awarded a contract in excess of ten thousand dollars (\$10,000.00) with the city, shall represent that no other person has been retained to solicit or secure the contract with the city upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for bona fide employees or bona fide established commercial, selling agencies maintained by the person so representing for the purpose of securing business.

(b) Intentional Violation Unlawful. The intentional violation of the representation specified in subsection (a) of this section is unlawful.

E. Section 2-1052. Restrictions on Employment of Present and Former City Employees.

Contemporaneous employment prohibited. It shall be unlawful for any city employee to become or be, while such employee, an employee of any party contracting with the particular department or agency in which the person is employed.

For violations of the ethical standards outlined in the Knoxville City Code, the City has the following remedies:

- (1) Oral or written warnings or reprimands;
- (2) Cancellation of transactions; and
- (3) Suspension or debarment from being a Contractor or subcontractor under city or city-funded contracts.

The value of anything transferred in violation of these ethical standards shall be recoverable by the City from such person. All procedures under this section shall be in accord with due process requirements, included but not limited to a right to notice and hearing prior to imposition of any cancellation, suspension or debarment from being a Contractor or subcontractor under a city contract.

6.10 Firms must comply with the President's Executive Order No. 11246 and 11375 which prohibit discrimination in employment regarding race, color, religion, sex or national origin. Firms must also comply with Title VI of the Civil Rights Act of 1964, Copeland Anti-Kick Back Act, the Contract Work Hours and Safety Standards Act, Section 402 of the Vietnam Veterans Adjustment Act of 1974, Section 503 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, all of which are herein incorporated by reference.

6.11 Firms shall give consideration to the inclusion of minority firms or individuals in this project, and shall advise the city in this proposal of their efforts to do so.

6.12 Firms shall give consideration to the use of environmentally sustainable best practices, and shall advise the city in this submittal of qualifications of their efforts to do so.

6.13 Federal, State, and Local Requirements. Each submitting entity is responsible for full compliance with all laws, rules and regulations which may be applicable.

6.14 Licenses. Before a contract is signed by the City, the submitting entity, if selected, **must** provide the City Purchasing Division with a copy of its valid business license **or** with an affidavit explaining why it is exempt from the business licensure requirements of the city or county in which it is headquartered. If a contract is signed, the contractor's business license shall be kept current throughout the duration of the contract, and the contractor shall inform the City of changes in its business name or location. The contractor must be a licensed professional as required by the state of Tennessee, see T.C.A. Sections 62-2-101 et. seq., for any services in this contract requiring such licensure.

6.15 Funding. The City's performance and obligation to pay under this contract is subject to funding contingent upon an annual appropriation.

6.16 Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Tennessee and its conflict of laws provisions. Venue for any action arising between the City and the Contractor from the Agreement shall lie in Knox County, Tennessee.

6.17 Subcontracts to the Agreement. Contractor shall not enter into a subcontract for any of the services performed under this Agreement without obtaining the prior written approval of the City.

6.18 Amendments. This Agreement may be modified only by a written amendment or addendum that has been executed and approved by the appropriate officials shown on the signature page of the Agreement.

6.19 Captions. The captions appearing in the Agreement are for convenience only and are not a part of the Agreement; they do not in any way limit or amplify the provisions of the Agreement.

6.20 Severability. If any provision of the Agreement is determined to be unenforceable or invalid, such determination shall not affect the validity of the other provisions contained in the Agreement. Failure to enforce any provision of the Agreement does not affect the rights of the parties to enforce such provision in another circumstance, nor does it affect the rights of the parties to enforce any other provision of this Agreement at any time.

6.21 No Benefit for Third Parties. The services to be performed by the Contractor pursuant to the Agreement with the City are intended solely for the benefit of the City, 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, and no right to assert a claim against

the City 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.

6.22 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.

6.23 Force Majeure. Neither party shall be liable to the other for any delay or failure to perform any of the services or obligations set forth in this Agreement due to causes beyond its reasonable control, and performance times shall be considered extended for a period of time equivalent to the time lost because of such delay plus a reasonable period of time to allow the parties to recommence performance of their respective obligations hereunder. Should a circumstance of force majeure last more than ninety (90) days, either party may by written notice to the other terminate this Agreement. The term "force majeure" as used herein shall mean the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States or of the State or any of their departments, agencies or officials, or any civil or military authority; insurrections, riots, landslides, earthquakes, fires, storms, tornadoes, droughts, floods, explosions, breakage or accident to machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of either party.

6.24 EEO/AA. The City of Knoxville is an EE/AA/Title VI/Section 504/ADA/ADEA Employer.

6.25 By submitting a proposal, the submitting entity agrees to all terms and conditions established in this RFP, including its contract requirements.

6.26 Right to Inspect. The City reserves the right to make periodic inspections of the manner and means the service is performed or the goods are supplied.

VII. Instructions to Submitting Entities

All submissions of proposals shall comply with the following instructions. These instructions ensure that (1) submissions contain the information and documents required by the City RFP and (2) the submissions have a degree of uniformity to facilitate evaluation.

It is the intention of the City to execute a contract with one prime or multiple firms (joint venture), hereinafter referred to as "Submitting Firm". The Submitting Firm will be held solely responsible for the execution of the entire project. It is expected that the Submitting Firm may desire or need the services of sub consultants to undertake various elements of the project and to satisfy DBE requirements. In the events that Sub Consultants are anticipated, the RFP submittal shall identify the proposed Sub Consultants and the specific work elements each will be responsible for completing.

Should the proposing entity be a joint venture of any kind, the following information shall be submitted for both firms and should clearly identify the contractual arrangement between the joint venture companies and the roles and responsibilities of each.

All submittals become the property of the City and the City assumes no liability for disclosure or use of information or materials submitted.

The company or joint venture selected by the City to perform these services will enter a non-exclusive agreement with the City, and the City shall have the right to contract for all or any portion of the projects with the selected company or joint venture. The form of agreement between the City and Construction Manager at Risk shall be provided to the shortlisted firms, along with the General Conditions, and any Supplementary Conditions as determined by the Owner prior to oral presentations. The Scope of Services contained in this RFP, although not inclusive, shall become a part of the proposed Agreement between the Owner and Construction Manager.

7.1 General

Submission forms and RFP documentation may be obtained on or after April 22, 2019 at no charge from:

City of Knoxville Purchasing Division
City/County Building
400 Main Street, Room 667
Knoxville, Tennessee 37902

between 8:30 a.m. and 4:30 p.m. (Eastern Time), Monday through Friday or by calling 865/215-2070. Forms and RFP information are also available on the City web site at www.knoxvilletn.gov/purchasing where it can be read or printed using Adobe Acrobat Reader software.

7.2 Submission Information

Proposals shall include seven (7) hard copies (one original and six duplicates—**mark the original as such**) and one electronic copy of the proposal (.pdf format on CD or USB drive only—**mark the storage device with the company name**); the electronic version shall be an exact duplicate of the original, and the electronic version will be the official document exhibited in the contract. **Electronic submissions must be included with the sealed submissions; do not email your submission.**

Proposals should contain not more than 20 single pages (40 pages both sides including photographs) excluding tabs, and with each section of the submittal tabbed as follows:
Submittal Tabs:

- A. Corporate Information/Responsive to Proposals
- B. Project Understanding

- C. Relevant Experience
- D. Staffing Plan / Proposals
- E. DBE Participation Plan
- F. Location of Firms
- G. References
- H. Pricing Delivery Proposals Form

IMPORTANT NOTE: A minimum of one of the submitted proposals must bear an original signature, signed in ink (duplicated signatures substituted for original ink signatures may result in rejection of the proposals). This document is the official, original submission; the required copies may have copied signatures. The signature must be entered above the typed or printed name and title of the signer. All proposals must be signed by an officer of the company authorized to bind the firm to a contract.

Proposals will be received until 11:00:00 a.m. (Eastern Time) on May 17, 2019. Each proposal must be submitted in a sealed envelope addressed to:

City of Knoxville Purchasing Division
City/County Building
400 Main Street, Room 667
Knoxville, TN 37902

IMPORTANT NOTE: Each mailing envelope or carton containing a proposal or multiple copies of the proposal must be sealed and plainly marked on the outside “CMAR for New Public Safety Complex.” Proposers are reminded that the Purchasing Division receives many bids and proposals for any number of solicitations; **unlabeled submissions are extremely difficult to match to their appropriate solicitations and therefore may be rejected.**

Any proposals received after the time and date on the cover sheet will not be considered. It shall be the sole responsibility of the submitting entity to have the proposal delivered to the City of Knoxville Purchasing Division on or before that date.

Late proposals will not be considered. Proposals that arrive late due to the fault of United States Postal Service, United Parcel Service, DHL, FEDEX, any delivery/courier service, or any other carrier of any sort are still considered late and shall not be accepted by the City. Such proposals shall remain unopened and will be returned to the submitting entity upon request.

7.3 Format

The City is committed to reducing waste. Submissions of qualifications must be typed on 8.5 x 11 inch wide white paper, printed on both sides. **DO NOT BIND** the document; instead, staple or binder clip the submission together and place in a sealed envelope (see Paragraph 7.2). Pages must be consecutively numbered. A table of contents must be included in the proposal immediately after the title page, and each of the following numbered sections must be tabbed.

Proposals shall be structured as follows. Numbered items listed below should have a numbered tab page:

1. Title Page
2. Table of Contents
3. Submission Forms: (NOTE: All required submission forms may be found in this solicitation document)
 - A. Form S-1 Pricing Delivery Proposal
 - B. Non-Collusion Affidavit
 - C. No Contact/No Advocacy Affidavit
 - D. Iran Divestment Act Certification of Noninclusion
 - E. Diversity Business Enterprise Program
4. Body of Proposal to include the following:

A contract will be awarded based upon a series of responses to the following tabbed sections of the RFP in addition to a negotiated fee.

A. Corporate Information//Responsive to Proposals

1. Brief history of the company, including present ownership and key executives. (Please note if the company has been debarred for any reason thus preventing the Owner from utilizing any federal or state funding for the Project).
2. Evidence of the company's financial capacity to provide a performance bond of up to \$15 million.
3. Location of corporate headquarters and the location of the office that will handle this project.
4. A company organizational chart.
5. A description of the company's quality control and safety programs and their bearing on this Project. Include worker's compensation Experience Modification Rate for the last 5 years.
6. A description of the company's in-house pre-construction services capabilities.
7. A brief description of project disputes and/or claims in the last 5 years reaching a formal dispute resolution stage noting the parties and the monetary amounts involved.
8. All information/tabbed sections included in package.

B. Project Understanding

1. Describe the company's approach to pre-construction services, including its capabilities in estimating, scheduling and project management. Describe the company's approach to pre-construction and construction phase services in the context of the scope outlined in this RFP. Describe how the company stays abreast of current technologies, innovative practices and current market pricing structure. Describe how the company will provide effective estimating for key subcontractor areas of responsibility such as HVAC, electrical and plumbing components during the budgeting phase.

C. Relevant Experience

1. The company's current and average construction volume during the past 5 years.
2. The experience on Municipal projects of similar size and complexity during the last 5 years and the project locations.
3. Provide a description of 3-5 current or past projects of similar size and complexity where the company served either as CM at risk, CM as agent, or the general contractor and the following information for each:
 - Owner name, address and telephone number of contact person
 - Completion date
 - Brief description of the project and major elements and special challenges
 - Project size in square feet – separate new construction from renovation
 - Photographs of project
 - Contract type
 - Contract amount: budget, actual and change order value
 - Construction value
 - Note if company supplied pre-construction services

Emphasis will also be placed on the following items:

Projects that

- a. are valued in excess of \$35.5 million,
 - b. involved both renovation and new construction,
 - c. must be kept in operation during construction,
 - d. required DBE facilitation,
 - e. the company has provided pre-construction and construction phase services under a GMP type agreement
4. The company's experience in building LEED certified buildings.
 5. Summarize the company's experience in using and mentoring disadvantaged businesses in projects of similar size and scope and provide recommendations for attaining the City's DBE goals. Provide written assurances of the company's ability and intention to use its best efforts to assist the City in meeting the DBE participation goals stated in the Diversity Business Enterprise Program form of this RFP, for both pre-construction and construction phases.
 6. The CMAR will be asked to provide a Contractor Controlled Insurance Program (CCIP) for the Project. Note your experience with CCIP programs and your comments as to its value on this Project. Describe additional coverages that will be provided by your company and subcontractors covering risks not covered by the CCIP.

D. Staffing Plan / Proposals of Propose Team

1. Provide a chart identifying key individuals on the pre-construction and construction phase team(s) and their respective responsibilities. Indicate who will be on site and which will not.

2. Submit current resumes of the proposed team members including their experience (one page) and specifically identify their experience on projects of similar size and complexity.
3. Provide the current availability of proposed team members in relation to other assigned projects.

E. References

A list of references for the Submitting Firm and any sub consultants involved in the project for similar work performed at other Municipal Facilities including Comparable Police, Fire HQ , Courts and/or locations.

7.4 Evaluation of Proposals

All qualified submissions received by the deadline will be analyzed by the Evaluation Committee according to the criteria outlined in these specifications. Failure to comply with the provisions of the RFP may cause any proposal to be ineligible for evaluation. Each submittal of proposals will be initially analyzed and judged according to the evaluation criteria below. The maximum score is 100 points.

The City reserves full discretion to determine the capability of proposing entities. Proposers, if asked, will provide, in a timely manner, any and all information that the City deems necessary to make such a decision. In addition to materials provided in the written responses to this RFP, the Committee may request additional material, information, references, a site visit, or a live test demonstration from the submitting entity or others.

The Evaluation Committee may or may not decide to interview any or all proposing entities at a time and date determined by the City in order to address questions and more fully ascertain how the solution to this project satisfies the evaluation criteria. Firms and/or teams responding to this Request for Proposals shall be available for interviews with the Evaluation Committee. Discussions may be conducted with responsible submitting entities for purposes of clarification to assure full understanding of and conformance to the RFP requirements. Selection shall be based on the firms' qualifications applicable to the scope and nature of the services to be performed per this request for proposals. Determination of firms' qualifications shall be based on their written responses to this Request for Proposals and information presented to the Evaluation Committee during oral interviews, if any.

In addition to materials provided in the written responses to this Request for Proposals, the Committee may request additional material, information, or references from the submitting entity or others.

Provided it is in the best interest of the City of Knoxville, the firm or team determined to be the most responsive to the City of Knoxville, taking into consideration the evaluation factors set forth in this Request for Proposals, will be selected to begin contract negotiations. The firm or team selected will be notified at the earliest practical date and invited to submit more comprehensive information if necessary. If no satisfactory agreement can be reached with the

“most responsive firm,” the City may elect to negotiate with the next best and most responsive firm or team.

VIII. Evaluation Criteria

An evaluation team, composed of representatives of the City, will evaluate proposals on a variety of quantitative and qualitative criteria. Upon receipt of proposals, the City will review to determine whether the proposal is acceptable or non-acceptable based on the criteria outlined below.

The criteria and the associated weights upon which the evaluation of the proposals will be based include, but are not limited to, the following:

- 1. Qualifications/Experience of Firm – 40 points:** Experience of firm and team having performed within the past five years similar type projects for public entities of similar size, complexity, and timeline
- 2. Qualifications/Experience/Availability of Key Personnel – 30 points:** Proposal shall include professional experience and qualifications of the key personnel who will be involved in overseeing delivery, setup, monitoring, and removal of equipment.
- 3. Pricing and Delivery Proposal – 30 points:** Quoted pricing for entire project and total construction duration

Submission Forms

CITY OF KNOXVILLE
REQUEST FOR PROPOSALS
Professional Construction Manager at Risk for a
New Public Safety Complex
Submission Form S-1 Pricing Delivery Proposal

**Proposals to be Received by 11:00:00 a.m., Eastern Time; May 17, 2019; in Room 667-674,
City/County Building; Knoxville, Tennessee.**

IMPORTANT: Proposals shall include seven (7) hard copies (one original and six duplicates—**mark the original as such**) and one electronic copy of the proposal (.pdf format on CD or USB drive only—**mark the storage device with the company name**); the electronic version shall be an exact duplicate of the original, and the electronic version will be the official document exhibited in the contract. **Electronic submissions must be included with the sealed submissions; do not email your submission.**

Please complete the following:

Having carefully examined all the requirements of this RFP, and any attachments, the undersigned proposes to furnish Construction Manager-At-Risk services as required for this Project on the following terms:

Establishment of the Construction Manager’s Budget Limitation:

The Owner has established a Construction Manager’s Budget Limitation (CMBL) amount of \$35,500,000 which includes the Pre-Construction Phase Fee and the Construction Services Guaranteed Maximum Price Proposals.

Respondent’s Pre-Construction Phase Fee: The Respondent shall identify a Pre-Construction Phase Fee.

Respondent’s Pre-Construction Phase Fee \$ _____

Establishment of the Construction Cost Limitation: Using the CMBL and the Respondent’s Pre-Construction Phase Fee identified above, the Respondent shall identify the Construction Cost Limitation (CCL),

Construction Manager’s Budget Limitation (CMBL)		\$	
<u>35,500,000.00</u>			
Owner’s Construction Contingency	<i>(less)</i>		\$ <u>2,869,600.00</u>
Respondent’s Pre-Construction Phase Fee <i>(as identified above)</i>	<i>(less)</i>		\$ _____
Respondent’s Construction Cost Limitation	<i>(equals)</i>		\$ _____

Respondent's Construction Phase Fee: Using the CCL identified above, the Respondent shall identify a Construction Phase Fee percentage.

Respondent's Construction Phase Fee Percentage _____%

Respondent's Estimated Construction Phase Fee Amount \$ _____
(percentage times the CCL above)

Respondent's General Conditions Percentage _____%

Respondent's Estimated General Conditions \$ _____
(percentage times the CCL above)

Total Construction Duration (*Notice to Proceed to Substantial Completion*)
_____ months

Respectfully Submitted and Certified By:

(Respondent's Printed Name)

(Title)

(Authorized Signature)

(Date)

Address: _____

Telephone Number: _____

Fax Number: _____

Contact Person: _____

Email Address: _____

DUNS #: _____

Note: Failure to use these response sheets may disqualify your submission.

NON-COLLUSION AFFIDAVIT

State of _____

County of _____

_____, being first duly sworn, deposes and says that:

- (1) He/She is the _____ of _____, the firm that has submitted the attached Proposal;
- (2) He/She is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
- (3) Such Proposal is genuine and is not a collusive or sham Proposal;
- (4) Neither the said firm nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other vendor, firm or person to submit collusive or sham proposal in connection with the contract or agreement for which the attached Proposal has been submitted or to refrain from making a proposal in connection with such contract or agreement, or collusion or communication or conference with any other firm, or, to fix any overhead, profit, or cost element of the proposal price or the proposal price of any other firm, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of Knoxville or any person interested in the proposed contract or agreement; and
- (5) The proposal of service outlined in the Proposal is fair and proper and is not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the firm or any of its agents, representatives, owners, employees, or parties including this affiant.

(Signed): _____

Title: _____

Subscribed and sworn to before me this _____ day of _____, 20__.

NOTARY PUBLIC

My Commission expires _____

No Contact/No Advocacy Affidavit

State of _____

County of _____

_____, being first duly sworn, deposes and says that:

(1) He/She is the owner, partner, officer, representative, or agent of _____
_____, the Proposer that has submitted the attached Proposal;

(2) The Proposer _____ swears or affirms that he/she will abide by the following “No Contact” and “No Advocacy” clauses:

a) **NO CONTACT POLICY:** After the posting of this solicitation to the Purchasing Division's website, any contact initiated by any proposer with any City of Knoxville representative concerning this proposal is strictly prohibited, unless such contact is made with the Assistant Purchasing Agent (Penny Owens). Any unauthorized contact may cause the disqualification of the proposer from this procurement transaction.

b) **NO ADVOCATING POLICY:** To ensure the integrity of the review and evaluation process, companies and/or individuals submitting proposals for any part of this project, as well as those persons and/or companies representing such proposers, may not lobby or advocate to the City of Knoxville staff including, but not limited to, members of City Council, Office of the Mayor, Office of the Deputy Mayor, or any other City staff.

Any company and/or individual who does not comply with the above stated “No Contact” and “No Advocating” policies may be subject to having their proposal rejected from consideration.

Signed: _____

Title: _____

Subscribed and sworn to before me this _____ day of _____, 2_____.

My commission expires: _____

IRAN DIVESTMENT ACT

Certification of Noninclusion

NOTICE: Pursuant to the Iran Divestment Act, Tenn. Code Ann. § 12-12-106 requires the State of Tennessee Chief Procurement 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 § 12-12-105. Inclusion on this list makes a person ineligible to contract with the state of Tennessee; if a person ceases its engagement in investment activities in Iran, it may be removed from the list. A list of entities ineligible to contract in the State of Tennessee Department of General Services or any political subdivision of the State may be found here:

[https://www.tn.gov/content/dam/tn/generalservices/documents/cpo/cpo-library/public-information-library/List_of_persons_pursuant_to Tenn. Code Ann. 12-12-106 Iran Divestment Act updated 7.7.17.pdf](https://www.tn.gov/content/dam/tn/generalservices/documents/cpo/cpo-library/public-information-library/List_of_persons_pursuant_to_Tenn._Code_Ann._12-12-106_Iran_Divestment_Act_updated_7.7.17.pdf)

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 thereto 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.

Vendor Name (Printed)	Address
By (Authorized Signature)	Date Executed
Printed Name and Title of Person Signing	

NOTARY PUBLIC:

Subscribed and sworn to before me this _____ day of _____, 2_____.

My commission expires: _____

DIVERSITY BUSINESS ENTERPRISE (DBE) PROGRAM

The City of Knoxville strongly encourages prime contractors to employ diverse businesses in the fulfillment of contracts/projects for the City of Knoxville.

The City of Knoxville's Fiscal Year 2018 goal is to conduct 4.03% of its business with minority-owned businesses, 16.30% of its business with woman-owned businesses, and 39.77% with small businesses.

While the City cannot engage (pursuant to state law) in preferential bidding practices, the City does **strongly encourage** prime contractors to seek out and hire diverse businesses in order to help the City meet its goals as stated above. As such, the City encourages prime contractors to seek out and consider competitive sub-bids and quotations from diverse businesses.

For DBE tracking purposes, the City requests that prime contractors who are bidding, proposing, or submitting statements of qualifications record whether or not they plan to employ DBE's as sub-contractors or consultants. With that in mind, please fill out, sign and submit (with your bid/proposal) the following sub-contractor/ consultant statement.

CITY OF KNOXVILLE DIVERSITY BUSINESS DEFINITIONS

Diversity Business Enterprise (DBE's) are minority-owned (MOB), women-owned (WOB), service-disabled veteran-owned (SDVO), and small businesses (SB), who are impeded from normal entry into the economic mainstream because of past practices of discrimination based on race or ethnic background. These persons must own at least 51% of the entity and operate or control the business on a daily basis.

Minority: A person who is a citizen or lawful admitted permanent resident of the United States and who is a member of one (1) of the following groups:

- a. African American, persons having origins in any of the Black racial groups of Africa;
- b. Hispanic American, persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race;
- c. Native American, persons who have origin in any of the original peoples of North America ;
- d. Asian American, person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

Minority-owned business (MOB) is a continuing, independent, for profit business that performs a commercially useful function, and is at least fifty-one percent (51%) owned and controlled by one (1) or more minority individuals.

Woman-owned business (WOB) is a continuing, independent, for profit business that performs a commercially useful function, and is at least fifty-one percent (51%) owned and controlled by one (1) or more women.

Service Disabled Veteran-owned business (SDOV) is a continuing, independent, for profit business that performs a commercially useful function, owned by any person who served honorably on active duty in the armed forces of the United States with at least a twenty percent (20%) disability that is service connected. Meaning such disability was incurred or aggravated in the line of duty in the active military, naval or air service, and is at least fifty-one percent (51%) owned and controlled by one (1) or more service disabled veteran.

Small Business (SB) is a continuing, independent, for profit business which performs a commercially useful function and has total gross receipts of not more than ten million dollars (\$10,000,000) average over a three-year period or employs no more than ninety-nine (99) persons on a full-time basis.

Subcontractor/Consultant Statement
(TO BE SUBMITTED IN THE BID/PROPOSAL ENVELOPE)

We _____ do certify that on the
(Bidder/Proposer Company Name)

(Project Name)
\$ _____
(Amount of Bid)

Please select one:

Option A: Intent to subcontract using Diverse Businesses

A Diversity business will be employed as subcontractor(s), vendor(s), supplier(s), or professional service(s). The estimated **dollar value** of the amount that we plan to pay is:

\$ _____.
Estimated Amount of Subcontracted Service

Diversity Business Enterprise Utilization			
Description of Work/Project	Amount	Diverse Classification (MOB, WOB, SB, SDOV)	Name of Diverse Business

Option B: Intent to perform work “without” using Diverse Businesses

We hereby certify that it is our intent to perform 100 % of the work required for the contract, work will be completed without subcontracting, or we plan to subcontract with non-Diverse companies.

DATE: _____ COMPANY NAME: _____

SUBMITTED BY: _____ TITLE: _____
(Authorized Representative)

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

TELEPHONE NO: _____

EXHIBIT A: Site Plan

