



## Sullivan County Purchasing Department

### Request For Qualifications

RFQ 2021-933(MR)

for

## **Architectural / Engineering Services for Department of Education HVAC Projects**

Formal submittals must be received  
by 2:00 p.m., on July 14, 2021

Submit Qualifications to:  
Sullivan County Purchasing Department  
Michelle Ramey, Assistant Purchasing Agent  
3411 Hwy 126, Suite 201  
Blountville, TN 37617

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## 1. PUBLIC NOTICE

### 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, **July 14, 2021**. 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: ARCHITECTURAL / ENGINEERING SERVICES FOR SULLIVAN COUNTY  
DEPARTMENT OF EDUCATION HVAC PROJECTS

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, Assistant Purchasing Agent at [michelle.ramey@sullivancountyttn.gov](mailto:michelle.ramey@sullivancountyttn.gov), no later than **July 7, 2021**, 2:00pm. All questions will be answered in an addendum which will be issued on July 9, 2021.

Funding for design services is being provided by the Elementary and Secondary School Emergency Relief (ESSER 2.0) grant with federal funds administered by the Tennessee 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No submitted proposals may be withdrawn for a period of one hundred twenty (120) days after the scheduled closing time of the receipt of submittals.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#2021-933(MR) ARCHITECTURAL/ ENGINEERING SERVICES FOR SULLIVAN COUNTY DEPARTMENT OF EDUCATION HVAC PROJECTS". Six (6) 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: 06/27/2021

## **2. STATEMENT OF INTENT**

The Offices of the Sullivan County Purchasing Agent on behalf of the Sullivan County Department of Education is requesting Statements of Qualifications from qualified Architectural / Engineering firms to provide professional design services for multiple school HVAC projects as listed in the Scope of Work. Interested firms are invited to submit qualifications proposals for consideration. Sullivan County reserves the right to award this Request for Qualifications to multiple firms.

Sullivan County will review all complete proposals received by the deadline. As required by law, Sullivan County will select the best qualified firm(s). The selection process will be based on a review of the firm's qualifications, project experience, client references, and in some cases, interviews. Fee negotiations will occur with firm(s) selected by the selection committee as a final step in the selection process.

An AIA Standard Form of Agreement Between Owner and Architect will be executed between Sullivan County and the selected firm(s).

Any cost incurred in preparation of Request for Qualification Proposals, attendance to meetings and/or interview will solely be the responsibility of the interested firm.

This procurement will follow the qualifications-based competitive proposal procedures of the Brooks Act. As such, no fee structure is to be included in the Request for Qualification. Fees will be negotiated with the firm(s) selected.

By submission of a response to the Request for Qualifications, the firm 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 this Request for Qualifications process shall be governed by all federal, state and local laws.

## **3. PROJECT FUNDING**

All potential projects listed in the Scope of Work will be funded with Elementary and Secondary School Emergency Relief Funds (ESSER 2.0) grant with federal funds administered by the Tennessee Department of Education. All projects utilizing ESSER 2.0 must have grant funds obligated by **June 30, 2023**. Contracts for professional design engineering services will be awarded to the firm that provides the most responsive/responsible proposal. All Federal, State and Local regulations must be followed for each of the projects listed in the Scope of Work.

All of the projects listed in the scope of work are federally funded, therefore all firms will be required to provide project documentation which comply with the following certifications and assurances: all federal regulations, Buy America, energy conservation, clean water, lobbying, access to third party contract records, changes to federal requirement, bonding, clean air, recycled projects, ADA access, no federal government obligation to third parties, false or fraudulent statements and claims, termination, debarment and suspension, civil rights, resolution of disputes, breaches and other litigation, disadvantaged business enterprises (DBEs), small business participation, veteran's employment and Davis Bacon wages.

#### **4. BACKGROUND**

##### **a. Sullivan County, Tennessee**

Sullivan County, Tennessee is located in the hills of Northeast Tennessee. Sullivan County, Tennessee is part of the Kingsport-Bristol-Bristol, TN-VA Metropolitan Statistical Area, and a component of the Tri-Cities region. Population of Sullivan County was 158,348 in 2019. Sullivan County is the second-oldest county in the State of Tennessee.

##### **b. Sullivan County Department of Education**

The Sullivan County Department of Education serves approximately 9,500+ students, kindergarten through 12<sup>th</sup> grade. The School System includes two High Schools, three Middle Schools, and ten Elementary Schools. In addition to K-12, Sullivan County provides pre-kindergarten at seven elementary schools. Students with special needs receive pre-kindergarten experiences at five elementary schools. Special Education services are provided to approximately 1,700 students ages 6-21.

#### **5. GENERAL TERMS AND CONDITIONS**

1. All proposals shall be submitted sealed, plainly marked "**RFQ - ARCHITECTURAL / ENGINEERING SERVICES FOR SULLIVAN COUNTY DEPARTMENT OF EDUCATION HVAC PROJECTS RFQ #2021-933(MR)**" to the Sullivan County Purchasing Department at the following address:

Sullivan County Purchasing  
3411 Hwy 126, Suite 201  
Blountville, TN 37617

2. **Questions:** Prospective proposers will have an opportunity to submit questions regarding this Request for Qualifications (RFQ). Questions must be submitted via e-mail to Michelle Ramey, Assistant Purchasing Agent via [michelle.ramey@sullivancountyttn.gov](mailto:michelle.ramey@sullivancountyttn.gov) no later than **Wednesday, July 7, 2021, by 2:00 pm EST**. Responses to the questions will be issued as an addendum and will be posted on the Sullivan County Vendor Registry site through the following link <https://vrapp.vendorregistry.com/Vendor/Selection/SubscriptionSelection?buyerS>

[ource=sullivan-county-tn-vendor-registration](#). In no case will verbal communication override written communications or documentation.

3. **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 time and date. 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.
4. **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.
5. **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.
6. **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.
7. **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.

8. **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.
9. **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.
10. **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.
11. **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.

12. **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
13. **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.
14. **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.
15. **Taxes:** Sullivan County is exempt from sales tax. Certificates of tax exemption will be provided to the selected firm, upon request.
16. **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 agency.
17. **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.
18. **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.

19. **Disclosure:** RFQ proposals will not be publicly opened; only the names of the responding firms will be publicly announced and 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.
20. **Proposal:** One (1) original, six (6) exact 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.
21. **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.
22. **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.
23. **Insurance Requirements:** The successful Contractor shall provide proof of and shall at all times during the term hereof, maintain valid and in-force insurance policies and with coverage limits as set forth below:
  - a. Worker's compensation and employer's liability insurance with statutory coverage limits for the protection of all of Contractor's employees, including, without limitation, executive, managerial and supervisory employees, whether or not engaged in the performance of the Work.
  - b. Such policies of insurance for each motor vehicle to be used by the Contractor in the performance of the Work (the "Motor Vehicles"), with such policies of insurance for Contractor's Motor Vehicles to include no less than \$1,000,000 in liability coverage.
  - c. A policy of general liability insurance covering loss resulting from the Contractor's direct and indirect activities hereunder (including those activities of any of its subcontractors) and covering property damage and injury to any person (including death) which or who might be damaged or injured as a result of, in conjunction with, or arising out of Contractor's performance of the Work. Bodily Injury Liability coverage (including death) and Property Damage Liability coverage shall be a minimum of \$1,000,000 per occurrence

and \$2,000,000 in the aggregate per jobsite, project, or location. This coverage shall be primary and non-contributory.

- d. Coverage requirements shall be evidenced by one or more certificates of insurance naming Owner as an additional insured, which certificates or policy endorsements shall provide that the policies represented thereby may not be (i) canceled, (ii) allowed to expire, or (iii) altered with respect to the substantial terms thereof except upon thirty (30) days prior written notice to Owner. For purposes of this paragraph, "substantial terms" shall be deemed to include, but shall not be limited to the coverage limits and deductible of the applicable policy.
- e. Contractor shall deliver the certificate(s) of insurance concurrently with its execution hereof. Any breach of the insurance provisions of this Agreement shall be a material breach hereof, and entitle Owner, at its discretion, to the immediate termination of same, without compliance with any of the advance-notice requirements imposed elsewhere herein.

24. **Primary Insurance and Waiver of Subrogation:** Contractor (and its insurers) shall be primarily liable for the defense and payment of any claims as a result of, in conjunction with, or arising out of the performance of the Work. Contractor waives all of its subrogation rights against Owner, and any and all of its insurers in any such claims.

25. **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.

26. **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.

27. **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.

28. **Contract Termination for Cause:** If the contractor fails to properly perform its 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 contract 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.
29. **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.
30. **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.
31. **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.
32. **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 Agency, 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.

33. **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.
34. **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.

## **6. SCOPE OF WORK**

### **a. Services Provided**

Services provided would include Architectural/Engineering design services for multiple school projects which include replacement of several HVAC units and Chillers. The following is a general outline of services that may be required as appropriate for each specific project:

#### **I. Design Services**

1. Meet with Owner to establish project schedule(s) for each project, define objectives, and develop project plan for each project. Project Plan/ Schedule must include the bid process, pre-bid meeting, deadline for questions, bid opening, award, pre-construction meeting, project start date and completion date.
2. Develop design drawings and specifications which include any mechanical, electrical, and piping as needed.
3. Facilitate meetings as needed with Sullivan County Purchasing, Sullivan County Department of Education Personnel and Facility Maintenance Personnel.
4. Provide a schematic cost estimate and conceptual project schedule.
5. Facilitate meetings with Sullivan County Purchasing and Sullivan County Department of Education Staff to design documents, drawings, and outline specifications around the technical specifications.

#### **II. Bid Administration**

1. Develop and provide bid drawings and specifications to Sullivan County Purchasing and Sullivan County Department of Education for review; Provide assistance with the development of final bid package.
2. Issue design documents to the appropriate County officials for review as appropriate prior to bidding process.
3. Reproduce and issue the final bid package documents to plan rooms and potential bidders during the bid process.

4. Assist with the bid process including attending pre-bid meetings, issuance of addenda, assisting in receipt of bids, investigate and recommend award of contracts to lowest responsive bidder for each project and provide recommendation letter.
5. Design team may be asked to assist with design review for value engineering if bid is over budget.

### **III. Construction Administration Phase**

1. Facilitate Pre-Construction meeting and conduct regular construction progress meetings.
2. Provide Construction Administration.
  - a. Review, log and approve submittals, shop drawings, Request for Information etc.
  - b. Review construction reports.
  - c. Attend project progress meetings.
  - d. Review and approve applications for payment and make sure all required forms are submitted.
  - e. Coordinate with designated Project Manager and Sullivan County Purchasing on all Request for Change Proposals, Change Orders, etc. including maintaining a log of all such documents.
  - f. Provide direction for questions and concerns from the contractor and Project Manager in resolution of problems.
3. Provide Field Services for entire construction period.
  - a. Conduct site visits as appropriate for the project.
4. Conduct Substantial Completion Inspection, coordinate with Project Manager to create punch list, substantiate those items noted are completed, and issue Substantial Completion Certificate.

### **IV. Project Close Out**

1. Provide support services as needed during the project close out process.
2. Issue Final Completion and Acceptance letter recommending acceptance.
3. Coordinate with all contractors, consultants, to develop a project O&M Manual to be submitted with final project as built drawings. (One hard copy of the O&M Manual and project as built documents will be submitted along with an electronic copy on a USB Drive)

Additional Services may be required as appropriate for the specific project.

#### **b. Project Information**

The following projects are tentatively scheduled for the Sullivan County Department of Education:

1. **Indian Springs Elementary School:** Remove and Replace (2) Rooftop HVAC downflow units; include (2) electric heaters and (2) single point electrical hookup kits.

2. **Sullivan Heights Middle School (formerly Sullivan South HS):** Remove and Replace (8) Rooftop Air Handling Units
3. **Sullivan Heights Middle School (formerly Sullivan South HS):** Remove and Replace (1) Air-Cooled Helical Rotary Water Chillers and (1) 115-200 Ton Air-Cooled Sintesis (TM) Chiller

## **7. RFQ PROCESS AND INSTRUCTIONS**

### **a. Submittal and Receipt of “Request for Qualifications”**

- i. Proposals will be received by the Sullivan Count Purchasing Agent until 2:00 P.M., Eastern Time on **July 14, 2021**, at which time it will be publicly opened at the Sullivan County Courthouse, 3411 Hwy 126, Suite 201, Blountville, Tennessee 37617.
- ii. The Sealed Proposal shall be signed by an authorized representative and the sealed envelope addressed as follows:

**Purchasing Agent  
Sullivan County Purchasing Department  
3411 Hwy 126, Suite 201  
Blountville, Tennessee 37617  
“Request for Qualifications for Architectural/Engineering Services for  
the Sullivan County Department of Education HVAC Projects”**

- iii. Six (6) hard copies (One (1) original hard copy, Five (5) additional hard copies), and one (1) electronic copy of the entire proposal on USB drive is required.
- iv. Proposals, modifications, or corrections received after the scheduled closing time of the receipt of Proposals will not be considered. Sullivan County Purchasing Department is not responsible for delays in delivery by mail, courier, etc.
- v. Proposal may not be withdrawn for a period of one hundred twenty (120) days after the scheduled closing time of the receipt of Proposals.
- vi. 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 Purchasing Department 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, **July 7, 2021**, and addendum will be issued on **July 9, 2021**, and will be available online at. Written requests shall be submitted to **Michelle Ramey, Assistant Purchasing Agent** by email at [michelle.ramey@sullivancountyttn.gov](mailto:michelle.ramey@sullivancountyttn.gov). It shall be the Proposer’s responsibility to

make inquiry as to the addenda issued. Any and 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 30 pages or less.
  - e. Under project references, clearly state the name of the firm who performed the references work. If work was performed under the employment of another firm, indicate so by naming that firm. Provide a description of the specific work performed by the firm 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) include the following information:
    - Tab 1: Firm Information
    - Tab 2: Firm's Management Style & Philosophy
    - Tab 3: Firm References
    - Tab 4: Project Team
    - Tab 5: Forms
    - 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: Firm Information**

- 1.1 Firm 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 Principals:

- 1.7 Professional History:
- 1.8 Provide last three years of financial statements (audited, if available)
- 1.9 Professional Affiliations:
- 1.10 Provide the firm's annual billings for the past three years
- 1.11 Provide the firm's organization chart indicating the following:
  - Total number of registered architects and/or licensed Engineers and the number of years with the firm
  - Total number of employees
- 1.12 Provide the firm's sample insurance certificate.
- 1.13 Provide the firm's history of claims and litigation for the past three years and how these claims were resolved.
- 1.14 Does the firm have in-house Structural, MEP Engineering or other Consultants expertise?
- 1.15 Is the firm's principal office or a secondary office located in or near Sullivan County Tennessee?
- 1.16 Does the firm have previous experience preparing bid documents for federally funded projects?

***Tab 2: Firm's Management Style & Philosophy***

- 2.1 Does the firm create its own Project Manuals/Specifications or is this service contracted out?
- 2.2 Does the firm have a history of producing specific master specifications for projects that are federally funded?
- 2.3 Do the firm's qualifications rely on any associate architects and/or consultants?
- 2.4 Provide the current workload of the firm versus the firm's workload capacity (expressed by the number of projects, their budget and the phase they are - currently in).
- 2.5 Provide information on how many employees have been added to the staff in the past 12 months and how many have left the firm in the past 12 months.
- 2.6 Describe the firm's culture, vision and philosophy.
- 2.7 Describe the firm's design philosophy.
- 2.8 Describe the firm's organization and project management philosophy.
- 2.9 Describe the firm's programming and design process and who is included.
- 2.10 Describe the firm's quality control program during the design services.



- 2.11 Provide history of the firm's design time schedule adherence.
- 2.12 Describe the firm's philosophy and practice of document coordination.
- 2.13 How does the firm handle its errors and omissions? Provide an example.
- 2.14 Provide a history of the firm's accuracy in developing project budgets.
- 2.15 Describe the firm's philosophy regarding value engineering.
- 2.16 Describe the firm's coordination practices during preconstruction with the General Contractor/Construction Manager.
- 2.17 Describe the firm's use of technology during design services and construction administration phases of the project.
- 2.18 How does the firm handle warranty issues?
- 2.19 Identify the firm's most successful project and why.
- 2.20 Identify the firm's most unsuccessful project and why.

***Tab 3: Firm References***

3.1 Please provide at least five (5) project references similar to the projects listed in the SCOPE OF WORK:

- Consider the size of the project and the project delivery system and provide references for similar projects.

References should include contact name, contact email, phone# and fax#.

3.2 For the projects listed above, provide the following information:

- Owner's initial number of calendar days for design and contract document
- Describe schedule overruns during the design and contract document
- Owner's initial budget for construction cost
- Initial contract amount with the General Contractor/Construction manager
- Final contract amount

***Tab 4: Project Team***

4.1 Provide a team organization chart for the projects, including back-up personnel:

- Provide resumes and references for the team proposed. Include Owner, Consultants and General Contractor /Construction Manager references with contact name, and email address.

4.2 Will construction administration on the projects be performed with staff that was involved in the design and production of the contract documents?

4.3 Provide current workload of the team proposed by number of projects, their budgets and current phase (design, contract documents or construction).

- 4.4 Describe the involvement of a firm's principal in the projects and their extent of involvement.
- 4.5 Include a tentative design services schedule.
- 4.6 Do you see any potential conflicts of interest if awarded the projects?

**Tab 5: Forms** - RFQ Submission Checklist; Compliance Affidavit; Lobbying Certification; Vendor Information Form

**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 30 pages or less.

**b. Evaluation, Selection, and Fee Negotiation Process**

***Evaluation***

An evaluation committee will consist of members who have been selected because of their special expertise and knowledge of the service(s) that are subject of this RFQ. The evaluation committee will review all complete submittals that are received by the deadline. The Proposer's qualifications submission will be evaluated and scored based on the following identified criteria.

The selection criteria will include an evaluation of:

- 1) Firms Information
- 2) Firms Management Style & Philosophy
- 3) Firms References (Past Project Performance)
- 4) Project Team
- 5) Proposal Forms
- 6) Supplemental Information

***Evaluation Criteria***

The selection committee will evaluate each Statements of Qualifications on a variety of quantitative and qualitative criteria. Upon receipt of submissions, the County will review to determine whether the submission is acceptable or non-acceptable based on the criteria outlined below.

- Firms Qualifications, relevant expertise, past experience with similar projects, and availability of staff: **40 points**
- Firms Management Style, Philosophy, Project Team: **40 points**
- Firm References Checks: **10 points**
- Compliance with RFQ Requirements: **10 points**

***Selection***

This procurement will follow the qualifications-based competitive proposal procedures of the Brooks Act. As such, no pricing structure is to be included in the RFQ documents submitted. The selection process will be completed in a two-step evaluation process.

First Step:

-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.

-Reference questionnaires will be sent to all references listed in the submittal.

Second Step:

-Based on the Response Evaluation and the Reference Evaluation the selection committee will select up to 3 of the top ranking Firms. A selection may be made from the top three or if additional information is needed from the firms to make a selection, interview sessions will be setup. An interview agenda will be provided to allow firms to prepare for the interview.

-Each member of the committee will complete an interview evaluation form for each firm interviewed.

-Additional information may be requested at this stage of the process from all firms in the interview process.

***Final Selection***

The selection committee will total all scores from the RFQ Evaluation, the Reference Evaluation, and the Interview Evaluation (if applicable) to determine the firm to award.

***Fee Negotiations***

- The selected firm will receive notification of final selection and will at that time be prepared to provide fee schedule.

- The fee schedule will be evaluated and if it is deemed that an adjustment is necessary, discussion with the selected firm will occur.

- If an agreed upon fee cannot be reached, then the selected firm will be notified of the cancellation of acceptance. The selection committee will subsequently re-convene to determine the next ranking firm. This process will continue until a firm with accompanying fees are accepted and agreed upon by the selection committee.

***Recommendation of Award***

A recommendation will be prepared and submitted to the Department of Education to obtain final approval of selection prior to executing a contract(s) with the firm.

**c. Contact/Communication on RFQ Process and Selection**

Any written questions concerning this Request for Qualifications must be submitted to:

Michelle Ramey  
Assistant Purchasing Agent  
Sullivan County Purchasing Department  
[michelle.ramey@sullivancountytn.gov](mailto:michelle.ramey@sullivancountytn.gov)

Any oral communication shall be considered unofficial and non-binding with regard to this RFQ. The Assistant Purchasing Agent must receive all written comments, including questions and requests for clarification, no later than the deadline listed in this RFQ.

**8. RFQ SCHEDULE**

**a. Tentative Schedule (Subject to Change)**

REQUEST FOR QUALIFICATIONS RELEASED	JUNE 28, 2021
DEADLINE TO SUBMIT QUESTIONS	JULY 7, 2021
ADDENDUM TO BE POSTED ONLINE	JULY 9, 2021
DUE DATE FOR REQUEST FOR QUALIFICATIONS	JULY 14, 2021
COMMITTEE REVIEW; SELECT TOP 3	JULY 15 - 16, 2021
INTERVIEWS	TBD
CANDIDATES HAVE FEE STRUCTURE READY TO SUBMIT IF SELECTED	JULY 14, 2021

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-expectantly.

## 9. FORMS

### a. RFQ Submission Checklist Form

<b>RFQ SUBMISSION CHECKLIST FORM</b>		
Name of Firm:	<input type="text"/>	
Primary Contact:	<input type="text"/>	
Phone:	<input type="text"/>	
Email:	<input type="text"/>	
<b><i>Initials</i></b>	<b><i>Documents</i></b>	<b><i>Placement</i></b>
	RFQ Submission Checklist Form	Insert at front of binder
	Firm Information	Insert in Tab 1
	Firm's Management Style & Philosophy	Insert in Tab 2
	Firm's References	Insert in Tab 3
	Project Team	Insert in Tab 4
	Forms	Insert in Tab 5
	Supplemental Information (optional)	Insert in Tab 6
	Verified that RFQ is 30 pages or less	n/a

**b. COMPLIANCE AFFIDAVIT**

**COMPLIANCE AFFIDAVIT(S)**

*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 grantee’s 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/stake-holders/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/stake-holders/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.

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. Lobbying Certification**

**CERTIFICATION REGARDING LOBBYING**

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Organization: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

\_\_\_\_\_  
CERTIFIED BY: (Type or Print)

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

\_\_\_\_\_  
(Signature)

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



**d. 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 \_\_\_\_\_