



Department of
General Services

Real Estate Asset
Management (STREAM)

REQUEST FOR PROPOSALS

Construction Manager / General Contractor

For the Project Titled:

**New DIDD West Tennessee Regional Office
Facility
Arlington, Shelby County, Tennessee
SBC Project No.: 346/017-01-2022**

Release Date: November 3, 2022

REQUEST FOR PROPOSALS

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For the Project Titled:

New DIDD West Tennessee Regional Office Facility West Tennessee Regional Office Arlington, Shelby County, Tennessee SBC Project No. 346/017-01-2022

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1. INTRODUCTION

1.1. Statement of Procurement Purpose

The State of Tennessee, Department of General Services, State of Tennessee Real Estate Asset Management (“STREAM”), hereinafter referred to as the “State,” has issued this Request for Proposals (“RFP”), to define minimum contract requirements; solicit responses; detail response requirements; and, outline the State’s process for evaluating responses and selecting a Construction Manager/General Contractor (“CM/GC”), to provide the needed services.

Through this RFP, the State seeks to procure necessary services at the most favorable, competitive prices and to give ALL qualified businesses, including those that are owned by minorities, women, Tennessee service-disabled veterans, and small business enterprises, an opportunity to do business with the State as contractors, subcontractors or suppliers.

1.2. Project Description

The State is seeking to hire a CM/GC who can effectively partner with the State on the construction of a new West Tennessee Regional Office facility on property adjacent to the DIDD campus in Arlington. This Project includes office, clinic, warehouse, and maintenance functions in approximately 68,200 square feet of space. The program calls for the construction of (3) separate buildings in close proximity to one another; an office building, a seating and positioning clinic, and a structure containing maintenance and warehouse functions.

The State intends to secure a contract for CM/GC services. The CM/GC shall provide consulting, scheduling, and estimating/cost control services during the design phase of the Project, and shall be the general contractor during construction, holding the trade contracts and providing the management and construction services during the construction phase. The CM/GC shall competitively procure and contract with the trade contractors and assume the responsibility and the risk of construction delivery within the specified cost and schedule terms, after providing a Guaranteed Maximum Price (GMP) for the scope(s) of work for the project identified on the RFP cover page of the Project Specific Documents.

1.3. Current Project Status

The Designer for the project has just completed the program verification phase and the Designer is anticipated to be given a notice to proceed for the Schematic Design phase when the procurement of the CM/GC is complete.

The Designer for this project is:

Firm: A2H, Inc.

Contact: Logan Meeks

Phone: (901) 830-8298

E-Mail: loganm@a2h.com

The following documents have been provided by the Designer and will be posted to the STREAM website also listed below:

- DIDD Planning Study – WTRO (West Tennessee Regional Office)

<https://www.tn.gov/generalservices/real-estate-/redirect-stream/contractors/requests-for-proposal--rfps-.html>

The Respondent must have a working understanding of all applicable codes required by the State of Tennessee as listed in the Owner's Designers' Manual (The Designers' Manual is accessible online, located at [Designers' Manual 2020](#))

1.4. Project Location

The Project will be located in Arlington, Shelby County, Tennessee

1.5. Project Expectations and Objectives

Respondents should be able to demonstrate:

1. A proven track record of providing successful pre-construction services, with a particular emphasis on preparing detailed construction phase scheduling, providing continuous value analysis, and accurate cost estimating in a dynamic fashion.
2. Significant experience in constructing similar facilities relating to the project description in Section 1.2 of this RFP.
3. Significant BIM experience including utilization during construction that demonstrates added efficiencies.
4. Experience with managing and meeting construction schedules on critically time sensitive projects.
5. Experience with providing CM/GC services on State projects.

1.6. Project Construction Budget

Below is the estimated Guaranteed Maximum Price ("GMP" Target), for all work associated with the Scope of Services (attached as RFP Attachment 6.6., *Pro Forma* Contract, Attachment C, CM/GC Scope of Services and Deliverables):

GMP Target - **\$35,580,300.00**

It is imperative to the State that the cost of construction for the Project does not exceed the GMP Target.

The CM/GC services for the Project will be procured based on the CM/GC providing a Contract Controlled Insurance Program (CCIP) program and Subcontractor Default Insurance (SDI). The CM/GC is to include in RFP Attachment 6.3, Section E, a rate for a CCIP, in the amounts of insurance coverage required by the *Pro Forma* General Conditions. The CM/GC shall also include in RFP Attachment 6.3, Section E, a rate for SDI in addition to the rate for a Performance and Materials Payment Bond, as required by the *Pro Forma* General Conditions. If a potential CM/GC respondent is unable to provide one, or both of these programs, they shall notify the State during the Questions & Comments period noted in RFP Section 2.1. Failure to provide rates for these programs may result in disqualification of the response.

1.7. Scope of Service, Contract Period, & Required Terms and Conditions

Pro Forma Contract (attached as RFP Attachment 6.6.), details the State's requirements and the scope of services and deliverables to be provided by the CM/GC.

The *Pro Forma* Contract substantially represents the contract document that the successful Respondent will be required to sign.

It is anticipated that the date for the start of construction will be June 2024. All costs given in response to this RFP must be provided in reference to this date.

GMP MONTHS – 24 Months

If the Project is not substantially complete within the time period set forth in the construction contract, the liquidated damage amount will be \$2,000 per day, until final substantial completion is achieved.

1.8. Nondiscrimination

No person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of a contract pursuant to this solicitation or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, creed, color, religion, (subject to *Tennessee Code Annotated*, Sections 4-21-401 and 405), sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Respondent pursuant to this solicitation must, upon request, show proof of such nondiscrimination and must post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

1.9. RFP Communications

1.9.1. The State has assigned the following RFP identification number that shall be referenced in all communications regarding this RFP:

SBC Project No. 346/017-01-2022

1.9.2. **Unauthorized contact about this RFP with employees or officials of the State of Tennessee except as detailed below may result in disqualification from consideration under this procurement process.**

1.9.2.1. Any entity or individual responding or intending to respond to this RFP ("Respondent") must direct communications concerning this RFP to the following person designated as the RFP Coordinator:

Tammy Robbins, RFP Coordinator
Department of General Services
Phone: (615) 924-7028
Email: Tammy.Robbins@tn.gov

And hard copy communication of the above must be directed to:

Tammy Robbins, RFP Coordinator
Central Procurement Office, 3rd Floor
William R. Snodgrass Tennessee Tower
312 Rosa L. Parks Avenue
Nashville, TN 37243

- 1.9.2.2. Notwithstanding the foregoing, Prospective Respondents may alternatively contact:
- a. Staff of the Governor’s Office of Diversity Business Enterprise for assistance available to minority-owned, woman-owned, Tennessee service-disabled veteran owned, and small businesses as well as general, public information relating to this RFP (visit www.tn.gov/businessopp/ for contact information); and
 - b. Daphne.hall@tn.gov is the individual designated by the State to coordinate compliance with the nondiscrimination requirements of the State of Tennessee, Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and associated federal regulations.
- 1.9.3. Only the State’s official, written responses and communications with Respondents are binding with regard to this RFP. Oral communications between a State official and one or more Respondents are unofficial and non-binding.
- 1.9.4. Potential Respondents shall ensure that the State receives all written questions and comments, including questions and requests for clarification, no later than the Written Questions & Comments Deadline detailed in the RFP Section 2, Schedule of Events. If written questions and comments are not received by the deadline, the State is not obligated to respond.
- 1.9.5. Respondents assume the risk of the method of dispatching any communication or response to the State. The State assumes no responsibility for delays or delivery failures resulting from the Respondent’s method of dispatch. Actual or digital “postmarking” of a communication or response to the State by a specified deadline is not a substitute for the State’s actual receipt of a communication or response.
- 1.9.6. The State will convey all official responses and communications related to this RFP to the prospective Respondents from whom the State has received a Notice of Intent to Respond (refer to RFP Section 1.13.).
- 1.9.7. The State reserves the right to determine, at its sole discretion, the method of conveying official, written responses and communications related to this RFP. Such written communications may be transmitted by mail, hand-delivery, facsimile, electronic mail, Internet posting, or any other means deemed reasonable by the State. For internet posting, please refer to the following website: <https://www.tn.gov/generalservices/real-estate-/contractors/requests-for-proposal--rfps-.html>

- 1.9.8. The State reserves the right to determine, at its sole discretion, the appropriateness and adequacy of responses to written comments, questions, and requests related to this RFP. The State's official, written responses will constitute an amendment of this RFP.
- 1.9.9. Any data or factual information provided by the State (in this RFP, an RFP amendment or any other communication relating to this RFP) is for informational purposes only. The State will make reasonable efforts to ensure the accuracy of such data or information; however, it is the Respondent's obligation to independently verify any data or information provided by the State. The State expressly disclaims the accuracy or adequacy of any information or data that it provides to prospective Respondents.

1.10. Assistance to Respondents with a Handicap or Disability

Prospective Respondents with a handicap or disability may receive accommodation relating to the communication of this RFP and participation in the RFP process. Prospective Respondents may contact the RFP Coordinator to request such reasonable accommodation no later than the Disability Accommodation Request Deadline detailed in the RFP Section 2, Schedule of Events.

1.11. Respondent Required Review & Waiver of Objections

- 1.11.1. Each prospective Respondent shall carefully review this RFP, including but not limited to, attachments, the *Pro Forma* Contract (attached as RFP Attachment 6.6.), and any amendments, for questions, comments, defects, objections, or any other matter requiring clarification or correction (collectively called "questions and comments").
- 1.11.2. Any prospective Respondent having questions and comments concerning this RFP must provide them in writing to the State no later than the Written Questions & Comments Deadline detailed in the RFP Section 2, Schedule of Events.
- 1.11.3. Protests based on any objection to the RFP will be considered waived and invalid if the objection has not been brought to the attention of the State, in writing, by the Written Questions & Comments Deadline.

1.12. Pre-Response Conference [VIRTUAL]

A Pre-Response Conference will be held at the time and date detailed in the RFP Section 2, Schedule of Events. Pre-Response Conference attendance is not mandatory. The Pre-Response Conference will take place via WebEx (see details below):

Join from the meeting link

<https://tn.webex.com/tn/j.php?MTID=md074e1474151933f6414d3db32ff8068>

Join by meeting number

Meeting number (access code): 2316 676 2785

Meeting password: 346-017-01-2022

Join by phone

+1-415-655-0001 US Toll

The purpose of the conference is to discuss the RFP Scope of Services. The State will entertain questions, however, prospective Respondents understand that the State's oral response to any question at the Pre-Response Conference are unofficial and non-binding. Prospective Respondents must submit all questions, comments, or other concerns regarding the RFP in writing prior to the Written Questions & Comments Deadline date detailed in the RFP Section 2, Schedule of Events. The State will send the official response to these questions and comments to prospective Respondents from whom the State has received a Notice of Intent to respond as indicated in RFP Section 1.13., and on the date detailed in the RFP Section 2, Schedule of Events.

1.12. Notice of Intent to Respond

Before the Notice of Intent to Respond Deadline detailed in the RFP Section 2, Schedule of Events, prospective Respondents should submit to the RFP Coordinator a Notice of Intent to Respond (in the form of a simple e-mail or other written communication). Such notice should include the following information:

- the business or individual's name (as appropriate);
- a contact person's name and title; and
- the contact person's mailing address, telephone number, facsimile number, and e-mail address.

A Notice of Intent to Respond creates no obligation and is not a prerequisite for submitting a response, however, it is necessary to ensure receipt of any RFP amendments or other notices and communications relating to this RFP.

1.13. Response Deadline

A Respondent must ensure that the State receives a response no later than the Response Deadline time and date detailed in the RFP Section 2, Schedule of Events. A Respondent must respond to this RFP (including its attachments), as may be amended, as required. The State will not accept late responses, and a Respondent's failure to submit a response before the Response Deadline will result in disqualification of the response. It is the responsibility of the Respondent to ascertain any additional security requirements with respect to packaging and delivery to the State of Tennessee. Respondents should be mindful of any potential delays due to security screening procedures, weather, or other filing delays whether foreseeable or unforeseeable.

2. RFP SCHEDULE OF EVENTS

2.1. The following RFP Schedule of Events represents the State’s best estimate for this RFP.

| EVENT | TIME (central time zone) | DATE (all dates are state business days) |
|--|-----------------------------|---|
| RFP Issued | | November 2, 2022 |
| Disability Accommodation Request Deadline | | November 8, 2022 |
| Pre-response Conference | 10:00 am | November 16, 2022 |
| Notice of Intent to Respond Deadline | | November 17, 2022 |
| Written “Questions & Comments” Deadline | 2:00 pm | November 28, 2022 |
| State Response to Written “Questions & Comments” | | December 6, 2022 |
| Response Deadline | 2:00 pm | December 13, 2022 |
| State Completion of Technical Response Evaluations | | December 20, 2022 |
| Notification of Respondents Invited to Interview | | December 21, 2022 |
| Interviews | | January 17 – 19, 2023 |
| State Completion of Technical Response Evaluations and Final Technical Score | | January 19, 2023 |
| State Opening & Scoring of Cost Proposals | | January 19, 2023 |
| State Notice of Intent to Award Released <u>and</u> RFP Files Opened for Public Inspection | | January 23, 2023 |
| State Building Commission (SBC) Approval Sought | | February 9, 2023 |
| State sends contract to Contractor for signature | | February 9, 2023 |
| Contractor Signature Deadline | | February 16, 2023 |

2.2. The State reserves the right, at its sole discretion, to adjust the RFP Schedule of Events as it deems necessary.

Any adjustment of the Schedule of Events before the Notice of Intent to award is released will constitute an RFP amendment, and the State will communicate such to prospective Respondents from whom the State has received a Notice of Intent to Respond (refer to RFP section 1.13.).

3. RESPONSE REQUIREMENTS

3.1. Response Form

A response to this RFP must consist of two parts, a Technical Response and a Cost Proposal.

- 3.1.1. **Technical Response.** RFP Attachment 6.2., Technical Response & Evaluation Guide provides the specific requirements for submitting a response. This guide includes mandatory requirement items, general qualifications and experience items, and technical qualifications, experience, and approach items all of which must be addressed with a written response and, in some instances, additional documentation.

NOTICE: A technical proposal must not include any pricing or cost information related to this project. If any pricing or cost information amounts related to this project are included in any part of the technical proposal, the State may deem the proposal to be non-responsive and reject it.

3.1.1.1. A Respondent shall use the RFP Attachment 6.2., Technical Response & Evaluation Guide to organize, reference, and draft the Technical Response by duplicating the attachment, adding appropriate page numbers as required, and using the guide as a table of contents covering the Technical Response.

3.1.1.2. A response should be economically prepared, with emphasis on completeness and clarity. A response, as well as any reference material presented, must be written in English, and shall be written on standard 8 ½" x 11" pages (although oversize exhibits are permissible) and use a 12-point font for text. All response pages shall be numbered.

3.1.1.3. All information and documentation included in a Technical Response shall respond to or address a specific requirement detailed in the RFP Attachment 6.2., Technical Response & Evaluation Guide. All information shall be incorporated into a response to a specific requirement and clearly referenced. Any information not meeting these criteria will be deemed extraneous and will not contribute to evaluations.

3.1.1.4. The State may determine a response to be non-responsive and reject it if:

- a. The Respondent fails to organize and properly reference the Technical Response as required by this RFP and the RFP Attachment 6.2., Technical Response & Evaluation Guide; or
- b. The Technical Response document does not appropriately respond to, address, or meet all of the requirements and response items detailed in the RFP Attachment 6.2., Technical Response & Evaluation Guide.

- 3.1.2. **Cost Proposal.** A Cost Proposal **must** be recorded on an exact duplicate of the RFP Attachment 6.3., Cost Proposal & Scoring Guide. The Cost Proposal is broken down into Sections A through E as follows:

Section A – CM/GC Construction Services Pre-Construction Phase Services Fee

Section B – CM/GC Construction Services Percent Fee

Section C – CM/GC Construction Services General Conditions Monthly Rate

- Labor Burden Multiplier

Section D – CM/GC Construction Services General Conditions Total Lump Sum Costs

- Contract Bond Rate
- Subcontractor Default Insurance Rate
- CM/GC Insurance Cost

Section E – CM/GC Construction Services Summary & Scoring Guide

All sections of the Cost Proposal must be completed.

NOTICE: If a Respondent fails to submit a cost proposal exactly as required, the State may deem the response to be non-responsive and reject it.

3.1.2.1. A Respondent must only record the proposed cost exactly as required by the RFP Attachment 6.3., Cost Proposal & Scoring Guide and must NOT record any other rates, amounts, or information

3.1.2.2. The proposed cost must incorporate ALL costs for services under the contract for the total contract period, including any renewals or extensions.

3.1.2.3. A Respondent must sign and date the Cost Proposal.

3.1.2.4. A Respondent must submit the Cost Proposal to the State in a sealed package or e-mail from the Technical Response (as detailed in RFP Sections 3.2 and 3.3).

3.2. Response Delivery (Electronic Format)

3.2.1. A Respondent must ensure that the State receives a Response to this RFP no later than the Response Deadline time and dates detailed in the RFP Section 2, Schedule of Events.

3.2.2. The **Technical Response and Cost Proposal** document must be e-mailed to the RFP Coordinator (contact information listed below) in **two separate e-mails** with the attachments clearly labeled as indicated in section 3.3 below.

Tammy Robbins, RFP Coordinator
Department of General Services
Email: Tammy.Robbins@TN.gov

NOTICE: If a Respondent fails to submit a Cost Proposal exactly as required, the State may deem the response non-responsive and reject it.

3.3. Response Format (Electronic Format)

3.3.1. A Respondent must ensure that both the original Technical Response and Cost Proposal documents meet all form and content requirements, including all required signatures, as detailed within this RFP.

3.3.2. A Respondent must submit, **via two separate e-mails**, the **Technical Response and Cost Proposal** documents as specified below. The Technical Response and Cost Proposal documents **MUST** be sent as separate e-mails.

3.3.2.1. The subject of the Technical Response e-mail should be:

SBC No. 346/017-01-2022 TECHNICAL RESPONSE FROM [RESPONDENT LEGAL ENTITY NAME]"

Technical Response document with the file name:

SBC No. 346/017-01-2022 TECHNICAL RESPONSE FROM [RESPONDENT LEGAL ENTITY NAME]"

3.3.2.2. **The subject of the Cost Proposal e-mail should be:**

"SBC No. 346/017-01-2022 COST PROPOSAL FROM [RESPONDENT LEGAL ENTITY NAME]"

Cost Proposal document with file name:

"SBC No. 346/017-01-2022 COST PROPOSAL FROM [RESPONDENT LEGAL ENTITY NAME]"

3.3.3. The Response Package Cover Sheet (RFP Attachment 6.4.a), must be completely filled in with all pertinent information and included as the cover sheet for the Technical Response.

3.3.4. The *Pro Forma* Information Sheet (RFP Attachment 6.4.c.), must be completely filled in with all pertinent information and included with the Technical Response.

3.4. Response & Respondent Prohibitions

3.4.1. A response must not include alternate contract terms and conditions. If a response contains such terms and conditions, the State, at its sole discretion, may determine the response to be a non-responsive counteroffer and reject it.

3.4.2. A response must not restrict the rights of the State or otherwise qualify either the offer to deliver goods or provide services as required by this RFP or the Cost Proposal. If a response restricts the rights of the State or otherwise qualifies either the offer to deliver goods or provide services as required by this RFP or the Cost Proposal, the State, at its sole discretion, may determine the response to be a non-responsive counteroffer and reject it.

3.4.3. A response must not propose alternative goods or services (*i.e.*, offer services different from those requested and required by this RFP), unless expressly requested in this RFP. The State may consider a response of alternative goods or services to be non-responsive and reject it.

3.4.4. A Cost Proposal must be prepared and arrived at independently and must not involve any collusion between Respondents. The State will reject any Cost Proposal that involves collusion, consultation, communication, or agreement between Respondents. Regardless of

the time of detection, the State will consider any such actions to be grounds for response rejection or contract termination.

- 3.4.5. A Respondent must not provide, for consideration in this RFP process or subsequent contract negotiation, any information that the Respondent knew or should have known was materially incorrect. If the State determines that a Respondent has provided such incorrect information, the State will deem the Response non-responsive and reject it.
- 3.4.6. A Respondent must not submit more than one Technical Response and one Cost Proposal in response to this RFP, except as expressly requested by the State in this RFP. If a Respondent submits more than one Technical Response or more than one Cost Proposal, the State will deem all of the responses non-responsive and reject them.
- 3.4.7. A Respondent must not submit a response as a prime contractor while also permitting one or more other Respondents to offer the Respondent as a subcontractor in their own responses. Such may result in the disqualification of all Respondents knowingly involved. This restriction does not, however, prohibit different Respondents from offering the same subcontractor as a part of their responses (provided that the subcontractor does not also submit a response as a prime contractor).
- 3.4.8. The State will not consider a response from an individual who is, or within the past six months has been, a State employee. For purposes of this RFP:
 - 3.4.8.1. An individual will be deemed a State employee until such time as all compensation for salary, termination pay, and annual leave has been paid;
 - 3.4.8.2. A contract with, or a response from, a company, corporation, or any other contracting entity in which a controlling interest is held by any State employee will be considered to be a contract with or proposal from the employee; and
 - 3.4.8.3. A contract with, or a response from, a company, corporation, or any other contracting entity that employs an individual who is, or within the past six months has been, a State employee will not be considered a contract with or a proposal from the employee and will not constitute a prohibited conflict of interest.

3.5. Conflict of Interest

- 3.5.1. This RFP is also subject to Tennessee Code Annotated, Section 12-4-101.
- 3.5.2. This RFP is also subject to State Building Commission Policy and Procedure 12.

3.6. Response Errors & Revisions

A Respondent is responsible for any and all response errors or omissions. A Respondent will not be allowed to alter or revise response documents after the Response Deadline time and date detailed in the RFP Section 2, Schedule of Events unless such is formally requested, in writing, by the State.

3.7. Response Withdrawal

A Respondent may withdraw a submitted response at any time before the Response Deadline time and date detailed in the RFP Section 2, Schedule of Events by submitting a written request signed by

an authorized Respondent representative. After withdrawing a response, a Respondent may submit another response at any time before the Response Deadline. After the Response Deadline, a Respondent may only withdraw all or a portion of a response where the enforcement of the response would impose an unconscionable hardship on the Respondent.

3.8. Response Preparation Costs

The State will not pay any costs associated with the preparation, submittal, or presentation of any response.

4. GENERAL CONTRACTING INFORMATION & REQUIREMENTS

4.1. RFP Amendment

The State at its sole discretion may amend this RFP, in writing, at any time prior to contract award. However, prior to any such amendment, the State will consider whether it would negatively impact the ability of potential Respondents to meet the response deadline and revise the RFP Schedule of Events if deemed appropriate. If a RFP amendment is issued, the State will convey it to potential Respondents who submitted a Notice of Intent to Respond (refer to RFP Section 1.13.). A response must address the final RFP (including its attachments) as amended.

4.2. RFP Cancellation

The State reserves the right, at its sole discretion, to cancel the RFP or to cancel and reissue this RFP in accordance with applicable laws and regulations.

4.3. State Right of Rejection

4.3.1. Subject to applicable laws and regulations, the State reserves the right to reject, at its sole discretion, any and all responses.

4.3.2. The State may deem as non-responsive and reject any response that does not comply with all terms, conditions, and performance requirements of this RFP. Notwithstanding the foregoing, the State reserves the right to waive, at its sole discretion, minor variances from full compliance with this RFP. If the State waives variances in a response, such waiver will not modify the RFP requirements or excuse the Respondent from full compliance, and the State may hold any resulting Contractor to strict compliance with this RFP.

4.4. Assignment & Subcontracting

4.4.1. The Respondent may not transfer or assign the Master Contract or enter into a subcontract for any of the services provided under the Contract awarded as a result of this RFP without prior written approval of the State. The State reserves the right to refuse approval, at its sole discretion, of any subcontract, transfer, or assignment.

4.4.2. If a Respondent intends to use subcontractors, the response to this RFP must specifically identify the scope and portions of the work each subcontractor will perform, except for subcontractors performing construction trade work during the construction phase (refer to RFP Attachment 6.2., Section B, General Qualifications & Experience).

4.4.3. Subcontractors identified within a response to this RFP will be deemed as approved by the State unless the State expressly disapproves one or more of the proposed subcontractors prior to signing the Contract.

4.4.4. After contract award, a Respondent may only substitute an approved subcontractor at the discretion of the State and with the State's prior, written approval.

4.4.5. Notwithstanding any State approval relating to subcontracts, the Contractor who is awarded a contract pursuant to this RFP will be the prime contractor and will be responsible for all work under the Contract.

4.5. Insurance

The State will require the apparent successful Respondent to provide proof of insurance coverage as required by the Owner's Designers' Manual (Conditions of the Contract), before entering into a contract. Refer to Article 11 of the General Conditions of the Contract for Construction and any Supplementary Conditions. Failure to provide evidence of such insurance coverage is a material breach and grounds for termination of the contract negotiations. Any insurance required by the State must be in form and substance acceptable to the State.

4.6. Professional Licensure and Department of Revenue Registration

- 4.6.1. Respondents must be familiar with the Contractors Licensing Act of 1994, as currently amended (codified in Tennessee Code Annotated Sections 62-6-101, et seq). A contract will not be awarded to a Respondent whose proposal is in conflict with the State of Tennessee licensing law.
- 4.6.2. Before the response to this RFP is submitted, the apparent successful Respondent (and Respondent employees and subcontractors, as applicable) must hold all necessary, appropriate business and professional licenses to provide service as required. The State may require any Respondent to submit evidence of proper licensure.
- 4.6.3. Respondent shall complete the Response Package Cover Sheet (attached as RFP Attachment 6.4.a.), which shall be affixed to the outermost container of the response package or be included with an electronically submitted response. The dollar limit on the license must be sufficient to support the preliminary estimated construction cost for this Project (Refer to GMP Target in RFP Section 1.6.).
- 4.6.4. All persons, agencies, firms, or other entities that provide legal or financial opinions, which a Respondent provides for consideration and evaluation by the State as a part of a response to this RFP, must be properly licensed to render such opinions.
- 4.6.5. Before the Contract resulting from this RFP is signed, the apparent successful Respondent must be registered with the Tennessee Department of Revenue for the collection of Tennessee sales and use tax. The State will not award a contract unless the Respondent is registered or provides documentation from the Department of Revenue that the Respondent is exempt from this registration requirement. The foregoing is a mandatory requirement of an award of a contract pursuant to this solicitation. For purposes of this registration requirement, the Department of Revenue may be contacted at: TN.Revenue@tn.gov.

4.7. Disclosure of Response Contents

- 4.7.1. All materials submitted to the State in response to this RFP will become the property of the State of Tennessee. Selection or rejection of a response does not affect this right. By submitting a response, a Respondent acknowledges and accepts that the full response contents and associated documents will become open to public inspection in accordance with the laws of the State of Tennessee.

- 4.7.2. The State will hold all response information, including both technical and cost information, in confidence during the evaluation process. Notwithstanding the foregoing, a list of actual Respondents submitting timely responses may be available to the public, upon request, after technical responses are opened.
- 4.7.3. Upon completion of response evaluations, indicated by public release of a Notice of Intent to Award, the responses and associated materials will be open for review by the public in accordance with *Tennessee Code Annotated*, Section 10-7-504(a)(7).

4.8. Contract Approval and Contract Payments

- 4.8.1. After contract award, the Contractor who is awarded the contract must submit appropriate documentation with the Department of Finance and Administration, Division of Accounts.
- 4.8.2. This RFP and its contractor selection processes do not obligate the State and do not create rights, interests, or claims of entitlement in either the Respondent with the apparent best-evaluated response or any other Respondent. State obligations pursuant to a contract award will commence only after the contract is signed by the State agency head and the Contractor and after the Contract is approved by all other state officials as required by applicable laws and regulations.
- 4.8.3. No payment will be obligated or made until the relevant contract is approved as required by applicable statutes and rules of the State of Tennessee.
 - 4.8.3.1. The State will not be liable for payment of any type associated with the contract resulting from this RFP (or any amendment thereof) or responsible for any goods delivered or services rendered by the Contractor, even goods delivered or services rendered in good faith and even if the Contractor is orally directed to proceed with the delivery of goods or the rendering of services, if it occurs before the contract start date or after the contract end date.
 - 4.8.3.2. All payments relating to this procurement will be made in accordance with the Payment Terms and Conditions of the contract resulting from this RFP (refer to RFP Attachment 6.6., *Pro Forma* Contract, Section C).

4.9. Severability

If any provision of this RFP is declared by a court to be illegal or in conflict with any law, said decision will not affect the validity of the remaining RFP terms and provisions, and the rights and obligations of the State and Respondents will be construed and enforced as if the RFP did not contain the particular provision held to be invalid.

4.10. Joint Ventures

Firms submitting Qualification Statements as a “joint venture” must file a statement of partnership authority with the Tennessee Secretary of State’s office containing the information required by Tenn. Code Ann. Section 61-1-303(a)(1).

If a Respondent intends to submit a Proposal as a joint venture, then the following requirements will apply:

- a. For the purposes of this RFP, the State recognizes a joint venture as separate organizations or business entities that intend to combine professional or technical expertise and business experience, and to share contractual and project responsibilities in performance of a contract pursuant to this RFP;
- b. The joint venture must be registered to do business in the State of Tennessee, or each joint venture participant must be registered to do business in Tennessee;
- c. The joint venture must meet the licensure requirements stated in Section 4.6 of this RFP or each joint venture participant must meet the licensure requirements state in Section 4.6 of this RFP;
- d. The joint venture must have a monetary limitation on the license sufficient to support the preliminary estimated construction cost for this project or one of the joint venture participants must have a monetary limitation sufficient to support the preliminary estimated construction cost for this project. Joint venture participants' monetary limits may not be combined to support the preliminary estimated construction cost for the project;
- e. The joint venture must meet the insurance requirements stated in the RFP or each joint venture participant must meet the insurance requirements stated in this RFP. A certificate of insurance must be submitted to provide proof of compliance with the insurance requirements; and
- f. Where required, each joint venture participant must individually provide all documentation required for a review of financial responsibility and stability. A subcontractor to a Respondent is not a joint venture participant.

5. EVALUATION & CONTRACT AWARD

5.1. Evaluation Categories & Maximum Points

The State will consider qualifications, experience, technical approach, and cost in the evaluation of proposals and award points in each of the categories detailed below (up to the maximum evaluation points indicated) to each apparently responsive proposal.

| PART | EVALUATION CATEGORY | MAXIMUM POINTS POSSIBLE |
|------|--|--|
| 1A | General Qualifications & Experience Refer to RFP Attachment 6.2., Section B | 30 |
| 1B | Technical Qualifications, Experience, & Approach Refer to RFP Attachment 6.2., Section C | 40 |
| 1C | Interviews Refer to RFP Attachment 6.2., Section D | Interviews will be scored on a -5 to +5 point scale where the combined points will be used to modify the Section B and C scores from 0.75x to 1.25x. A score of 0 for this part will cause no relative modification to be made. |
| 2 | Cost Proposal Refer to RFP Attachment 6.3., Section A - E | 30 |

5.2. Evaluation Process

The evaluation process is designed to award the contract resulting from this RFP not necessarily to the Respondent offering the lowest cost, but rather to the Respondent deemed by the State to be responsive and responsible who offers the best combination of attributes based upon the evaluation criteria. ("Responsive Respondent" is defined as a Respondent that has submitted a response that conforms in all material respects to the RFP. "Responsible Respondent" is defined as a Respondent that has the capacity in all respects to perform fully the contract requirements, and the integrity and reliability which will assure good faith performance.)

The proposal evaluation will be a two-part process; a Technical Response Evaluation (containing Qualifications, Experience, and Technical Approach), and a Cost Proposal Evaluation. The apparent successful Respondent will be identified by the Qualified Proposal having the highest total combined score in both parts.

5.2.1. **Part One, A and B - Technical Response Evaluation**

The RFP Coordinator and the Proposal Evaluation Team, consisting of three or more State employees, will use the RFP Attachment 6.2., Technical Response & Evaluation Guide or similar documentation to manage the Technical Response Evaluation and maintain evaluation records.

5.2.1.1. The State reserves the right, at its sole discretion, to request Respondent clarification of a Technical Response or to conduct clarification discussions with any or all Respondents. Any such clarification or discussion will be limited to specific sections

of the response identified by the State. The subject Respondent must put any resulting clarification in writing as may be required and in accordance with any deadline imposed by the State

5.2.1.2. Mandatory Requirements. The RFP Coordinator will review each Mandatory Requirement (See RFP Attachment 6.2., Technical Response & Evaluation Guide, Section A— Mandatory Requirements), to determine compliance. If the RFP Coordinator determines that a response failed to meet one or more of the mandatory requirements, the RFP Coordinator may seek the advice of an attorney on the staff of the Department of General Services who will review the proposal and document his/her determination of whether:

- a. The response adequately meets RFP requirements for further evaluation;
- b. The State will request clarifications or corrections for consideration prior to further evaluation; or
- c. The State will determine the response to be non-responsive to the RFP and reject it.

5.2.1.3. Proposal Evaluation Team members will independently evaluate each Technical Response (that is responsive to the RFP), against the evaluation criteria in this RFP, and will score each in accordance with the RFP Attachment 6.2., Technical Response & Evaluation Guide.

5.2.1.4. For each response evaluated, the RFP Coordinator will calculate the average of the Proposal Evaluation Team member scores for RFP Attachment 6.2., Technical Response & Evaluation Guide, and record each average as the response score for the respective Technical Response section on RFP Attachment 6.5., Score Summary Matrix.

5.2.1.5. The RFP Coordinator will then calculate a Respondent's Initial Technical Evaluation Score in accordance with the formula below:

$$\textit{Section B Respondent Average} + \textit{Section C Respondent Average} = \textit{Initial Respondent Technical Score}$$

5.2.2. **Part One, C - Interviews**

The Owner may conduct interviews with all Respondents, selected Respondents, or may waive interviews. In the case of interviewing selected Respondents, up to the top 5 Respondents with Initial Technical Scores of **52.5** points or above may be Short-Listed. The RFP Coordinator will invite each responsive and responsible Short-Listed Respondent to interview. If your firm is invited to interview, questions will be directed solely to the proposed Project Team. The Respondent's interview team should only include the people that will work on this Project. The interview response will be scored by the Evaluation Team, according to the Interview Evaluation Guide (RFP Attachment 6.2., Section D). The state reserves the right to limit the number of interviews provided.

5.2.2.1. The interviews are mandatory. The RFP Coordinator will schedule Respondent interviews during the period indicated by the RFP Section 2, Schedule of Events.

- 5.2.2.2. Respondent interviews are only open to the invited Respondent, Proposal Evaluation Team members, the RFP Coordinator, and any technical consultants who are selected by the State to provide assistance to the Proposal Evaluation Team.
- 5.2.2.3. The State will maintain an accurate record of each Respondent's interview session. The record of the Respondent's interview will be available for review when the State opens the procurement files for public inspection.
- 5.2.2.4. Proposal Evaluation Team members will independently evaluate each interview in accordance with the RFP Attachment 6.2., Interview Evaluation Guide, Section D.
- 5.2.2.5. The RFP Coordinator will calculate and document the average of the Proposal Evaluation Team member scores for RFP Attachment 6.2., Interview Evaluation Guide, Section D.
- 5.2.2.6. Interviews will be individually scored on a -5 to +5 point scale with -5 being a poor interview, 0 being an average interview, and +5 being an outstanding interview. The individual interview scores will be average to produce the Interview Score. The Modified Technical Evaluation Score will be calculated as follows:

$$\text{Initial Technical Score} \times \left(1 + \frac{\text{Interview Score}}{20}\right) = \text{Modified Technical Score}$$

The Modified Technical Score will be used in the following formula to determine the Final Score a Respondent will receive for the Technical Proposal:

$$\left(\frac{\text{Modified Technical Score}}{\text{Highest Modified Technical Score}}\right) \times 70 = \text{Final Technical Score}$$

5.2.3. **Part Two - Cost Proposal Evaluation**

Cost Proposals will only be considered for those proposals that have been invited to interview in the Part One evaluation process. The RFP Coordinator will open for evaluation the Cost Proposal of each Respondent deemed by the State to be responsive and responsible and calculate and record each Cost Proposal score in accordance with the RFP Attachment 6.3., Cost Proposal & Scoring Guide. The Cost Proposal containing the lowest total evaluation cost amount for the cost proposal section will receive the maximum score of Thirty (30) points. The combined cost points will be used in the following formula to determine the score a Respondent will receive for the Cost Proposal:

$$\left(\frac{\text{Lowest Cost of Qualified Cost Proposals}}{\text{Cost of Proposal Being Evaluated}}\right) \times \text{Maximum Cost Points} = \text{Cost Proposal Score}$$

5.2.4. **Total Response Score**

The RFP Coordinator will calculate the sum of the Technical Response Section Score and the Cost Proposal Score and record the resulting number as the total score for the subject Response (refer to RFP Attachment 6.5., Score Summary Matrix).

5.3. Contract Award Process

- 5.3.1. The RFP Coordinator will forward the scores established by Section 5.2.4. above to the proper officials of STREAM who will consider the same to determine which Respondent will be recommended for contract award to the State Building Commission ("SBC").

The State will issue a Notice of Intent to Award. The Notice of Intent to Award date is detailed in RFP Section 2, Schedule of Events.

NOTICE: The Notice of Intent to Award does not create rights, interests, or claims of entitlement in either the apparent best-evaluated Respondent or any other Respondent.

- 5.3.2. The Respondent awarded the contract by the SBC must sign a contract drawn by the State pursuant to this RFP. The contract will be substantially the same as the RFP Attachment 6.6., *Pro Forma* Contract. The Respondent must sign the contract by the Contractor Signature Deadline detailed in the RFP Section 2, Schedule of Events. If the Respondent fails to provide the signed contract by this deadline, the State may determine that the Respondent is non-responsive to this RFP and reject the response.

If the State determines that a proposal is non-responsive and rejects it after opening Cost Proposals, the RFP Coordinator will re-calculate scores for each remaining responsive Cost Proposal to determine (or re-determine) the apparent best evaluated proposal. The RFP Coordinator will forward the re-calculated scores to the proper officials of the procuring agency who will consider the same to determine which Respondent will be recommended for contract award to the SBC.

5.4. Protest Process

Any protests or appeals of protests pursuant to this RFP or the Notice of Intent to Award will be handled in accordance with the SBC By-laws, Policy and Procedure Item 18.

SBC Project No. 346/017-01-2022

RESPONSE STATEMENT OF CERTIFICATIONS AND ASSURANCES

The Respondent must sign and complete the Proposal Statement of Certifications and Assurances below as required, and it must be included in the Technical Proposal (as required by RFP Attachment 6.2., Technical Proposal & Evaluation Guide, Section A, Item A.3.).

The Respondent does, hereby, expressly affirm, declare, confirm, certify, and assure ALL of the following:

1. The Respondent will comply with all of the provisions and requirements of the RFP.
2. The Respondent will provide all services as defined in the Scope of Services of the RFP Attachment 6.6., *Pro Forma* Contract for the total contract period.
3. The Respondent accepts and agrees to all terms and conditions set out in the RFP Attachment 6.6., *Pro Forma* Contract.
4. The Respondent acknowledges and agrees that a contract resulting from the RFP will incorporate, by reference, all proposal responses as a part of the contract.
5. The Respondent will comply with:
 - (a) the laws of the State of Tennessee;
 - (b) the Policies and Procedures of the State Building Commission and the Office of the State Architect
 - (c) Title VI of the federal Civil Rights Act of 1964;
 - (d) Title IX of the federal Education Amendments Act of 1972;
 - (e) the Equal Employment Opportunity Act and the regulations issued there under by the federal government; and,
 - (f) the Americans with Disabilities Act of 1990 and the regulations issued there under by the federal government.
6. To the knowledge of the undersigned, the information detailed within the proposal submitted in response to the RFP is accurate.
7. The proposal submitted in response to the RFP was independently prepared, without collusion, under penalty of perjury.
8. No amount will be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Respondent in connection with the RFP or any resulting contract.
9. Both the Technical Proposal and the Cost Proposal submitted in response to the RFP must remain valid for 120 days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any contract executed by any Respondent, pursuant to the RFP that so provides.
10. The Respondent affirms the following statement, as required by the Iran Divestment Act Tenn. Code Ann. § 12-12-111. "By submission of this response, each Respondent and each person signing on behalf of any Respondent certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each Respondent is not on the list created pursuant to § 12-12-106."

By signing this Proposal Statement of Certifications and Assurances, below, the signatory also certifies legal authority to bind the proposing entity to the provisions of this RFP and any contract awarded pursuant to it. If the signatory is not the Respondent (if an individual) or the Respondent's company *President or Chief Executive Officer*, this document must attach evidence showing the individual's authority to bind the proposing entity.

DO NOT SIGN THIS DOCUMENT IF YOU ARE NOT LEGALLY AUTHORIZED TO BIND THE RESPONDING ENTITY

| | |
|--------------------------------------|--|
| SIGNATURE: | |
| PRINTED NAME & TITLE: | |
| DATE: | |
| RESPONDENT LEGAL ENTITY NAME: | |
| FEIN or SSN: | |



TECHNICAL RESPONSE & EVALUATION GUIDE

SECTION A: MANDATORY REQUIREMENTS. The Respondent must address all items detailed below and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Respondent shall also detail the response page number for each item in the appropriate space below.

The RFP Coordinator will review the response to determine if the Mandatory Requirement Items are addressed as required and mark each with pass or fail. For each item that is not addressed as required, the Proposal Evaluation Team will review the response and attach a written determination. In addition to the Mandatory Requirement Items, the RFP Coordinator will review each response for compliance with all RFP requirements.

| RESPONDENT LEGAL ENTITY NAME: | | | |
|---|-----------|---|-----------|
| Response Page # (Respondent completes) | Item Ref. | Section A— Mandatory Requirement Items | Pass/Fail |
| | | The Technical Response must be delivered to the State no later than the Technical Response Deadline specified in the RFP § 2, Schedule of Events. | |
| | | The Technical Response and the Cost Proposal documentation must be packaged separately as required (refer to RFP Section 3.2., <i>et. seq.</i>). | |
| | | The Technical Response must NOT contain cost or pricing information of any type. | |
| | | The Technical Response must NOT contain any restrictions of the rights of the State or other qualification of the response. | |
| | | A Respondent must NOT submit alternate responses. | |
| | | A Respondent must NOT submit multiple responses in different forms (as a prime and a sub-contractor). | |
| | A.1 | Detail the name, e-mail address, mailing address, and telephone number(s), of the person the State should contact regarding the <u>response</u> . Detail the name, e-mail address, mailing address, and telephone number(s), of the person the State should contact regarding the <u>contract</u> , if awarded the contract. | |
| | A.2 | Describe the Respondents form of business (i.e., individual, sole proprietor, corporation, non-profit corporation, partnership, limited liability company) and business location (physical location or domicile). | |
| | A.3 | <u>Statement of Certifications and Assurances:</u> Provide the Statement of Certifications and Assurances (attached as RFP Attachment 6.1.) completed and signed by an individual empowered | |

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| | | to bind the Respondent to the provisions of this RFP and any resulting contract. The document must be signed without exception or qualification. | |
| A.4 | | <p>Response Package Cover Sheet: The outermost container displays Contractor Licensing information, with the Respondent’s State of Tennessee Contractor’s License Number, Classification, Expiration Date, and License Limit (attached as RFP Attachment 6.4.a.).</p> <p>The dollar limit on the license is sufficient to support the GMP Target provided in RFP Section 1.6.</p> <p>Pro Forma Information Sheet: The Pro Forma Contract Information Sheet (RFP Attachment 6.4.c.), must be filled in and included in the Technical Response.</p> | |
| A.5 | | <p>Insurance: Provide a Certificate of Insurance (ACORD) stating the Respondent’s capability to provide insurance for this Project in accordance with the requirements as specified in the <i>Pro Forma</i> Contract.</p> | |
| A.6 | | <p>Builder’s Risk: Provide an ACORD document from insurance agent to confirm coverage for the estimated amount of this project. The policy must be “All-Risk” Builder’s Risk.</p> <p>An Installation Floater Policy is not an acceptable substitute for the Builder’s Risk Policy.</p> | |
| A.7 | | <p>Bonding: Provide a letter from a surety. The surety for any and all bonds must be listed by the U.S. Department of Treasury as being a Certified Company and have an “A-” rating or better with A.M. Best Company, Inc.</p> <p>The letter from the surety company must include the Respondent’s capability to provide bonding for this Project in accordance with the Terms and Conditions of the Contract. The letter must include the Respondent’s individual project and overall bonding capabilities and specify the Respondent’s monetary bonding capacity.</p> | |
| A.8 | | If you are responding as a Joint Venture, include a copy of your filed statement of partnership authority with the Tennessee Secretary of State’s office in compliance with Tenn. Code Ann. § 61-1-30. | |
| A.9 | | Provide a statement of whether there have been any mergers, acquisitions, or sales of the respondent within the last five (5) years. If so, include an explanation providing relevant details. | |
| A.10 | | <p>Provide a statement and any relevant details addressing whether the Respondent is any of the following:</p> <ol style="list-style-type: none"> 1) is presently debarred, suspended, proposed for debarment, or involuntarily excluded from covered transactions by any federal or state department or agency; 2) has within the past three (3) years, had a civil judgment rendered against the contracting party for commission of fraud, or within the past 3 years has been convicted of a criminal | |

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| | | <p>offense in connection with: obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction, or in connection with a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;</p> <p>3) is presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed above; and has within a three (3) year period preceding the contract had one or more public transactions (federal, state, or local) terminated for cause or default.</p> | |
| | A.11 | <p>Conflict of Interest: Provide a statement, based upon reasonable inquiry, of whether the Respondent or any individual who will perform work under the contract has a possible conflict of interest (e.g., employment by the State of Tennessee, or other conflict as set forth in Item 12 of the SBC By-Laws, Policy & Procedures) and, if so, the nature of that conflict.</p> <p><i>NOTE: Any questions of conflict of interest will be solely within the discretion of the State, and the State reserves the right to cancel any award.</i></p> | |
| | A.12 | <p>Provide a statement of whether the Respondent or, to the Respondent's knowledge, any of the Respondent's employees, agents, independent contractors, or subcontractors, proposing to provide work on a contract pursuant to this RFP, have been convicted of, pled guilty to, or pled <i>nolo contendere</i>, to any felony. If so, include an explanation providing relevant details.</p> | |
| | A.13 | <p>List jurisdictions and trade categories in which your organization is legally qualified to do business, and include registration or license numbers, if applicable.</p> | |
| | A.14 | <p>For the last three (3) years, provide the following ratios for the Respondent, calculated according to the generally accepted accounting principles:</p> <p>1) Quick Ratio and 2) Debt/Worth.</p> <p><i>NOTE: The Owner may request CPA audited or reviewed financial statements prepared in accordance with generally accepted accounting principles from the apparent best-evaluated Respondent prior to final award of the agreement. If the requested documents do not support the financial stability of the Respondent the Owner reserves the right to reject the proposal.</i></p> | |
| | A.15 | <p>Provide a statement of whether, in the last ten (10) years, the Respondent has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors. If so, include an explanation providing relevant details.</p> | |

| | | | |
|---|------|---|--|
| | A.16 | <p>Provide a statement of whether there is any material, pending litigation against the Respondent that the Respondent might reasonably believe could adversely affect its ability to meet contract requirements pursuant to this RFP or is likely to have a material adverse effect on the Respondent’s financial condition. If such exists, list each separately, explain the relevant details, and attach the opinion of counsel addressing whether and to what extent it would impair the Respondent’s performance in a contract pursuant to this RFP.</p> <p><i>NOTE: All persons, agencies, firms, or other entities that provide legal opinions regarding the Respondent must be properly licensed to render such opinions. The Owner may require the Respondent to submit proof of such licensure detailing the state of licensure and licensure number for each person or entity that renders such opinions.</i></p> | |
| <p><i>State Use – RFP Coordinator Signature, Printed Name & Date:</i></p> | | | |

TECHNICAL RESPONSE & EVALUATION GUIDE

SECTION B - GENERAL QUALIFICATIONS & EXPERIENCE. The Respondent shall address all items detailed below and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Respondent shall also detail the response page number for each item in the appropriate space below.

Question B.1 will be evaluated by the Governor’s Office of Diversity Business Enterprise. Proposal Evaluation Team members will independently evaluate and assign one score for all other responses to Section B which will be added to the scoring of B.1, to provide a total score for Section B.

| RESPONDENT LEGAL ENTITY NAME: | | |
|---|------------------|---|
| Response Page # <i>(Respondent completes)</i> | Item Ref. | Section B — General Qualifications & Experience Items |
| | B.1 | <p><u>Commitment to Diversity</u> (5 points)</p> <p>Provide documentation of the Respondent’s commitment to diversity as represented by the following:</p> <ol style="list-style-type: none"> 1) <u>Business Strategy.</u> Provide a description of the Respondent’s existing programs and procedures designed to encourage and foster commerce with business enterprises owned by minorities, women, service-disabled veterans, persons with disabilities, and small business enterprises. Please also include a list of the Respondent’s certifications as a diversity business, if applicable. 2) <u>Business Relationships.</u> Provide a listing of the Respondent’s current contracts with business enterprises owned by minorities, women, service-disabled veterans, persons with disabilities, and small business enterprises. Please include the following information: <ol style="list-style-type: none"> a) contract description; b) contractor name and ownership characteristics (<i>i.e.</i>, ethnicity, gender, service-disabled veteran-owned or persons with disabilities); and c) contractor contact name and telephone number. 3) <u>Estimated Participation.</u> Provide an estimated level of participation by business enterprises owned by minorities, women, service-disabled veterans, persons with disabilities and small business enterprises if a contract is awarded to the Respondent pursuant to this RFP. Please include the following information: <ol style="list-style-type: none"> a) a percentage (%) indicating the participation estimate. (Express the estimated participation number as a percentage of the total estimated contract value that will be dedicated to business with subcontractors and supply contractors having such ownership characteristics only and DO NOT INCLUDE DOLLAR AMOUNTS); b) anticipated goods or services contract descriptions; c) names and ownership characteristics (<i>i.e.</i>, ethnicity, gender, service-disabled veterans, or disability) of anticipated subcontractors and supply contractors. |

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| | | <p><i>NOTE: In order to claim status as a Diversity Business Enterprise under this contract, businesses must be certified by the Governor’s Office of Diversity Business Enterprise (Go-DBE). Please visit the Go-DBE website at Go-DBE Online Certification for more information.</i></p> <p>d) Workforce. Provide the percentage of the Respondent’s total current employees by ethnicity and gender.</p> <p><i>NOTE: Respondents that demonstrate a commitment to diversity will advance State efforts to expand opportunity to do business with the State as contractors and subcontractors. Response evaluations will recognize the positive qualifications and experience of a Respondent that does business with enterprises owned by minorities, women, service-disabled veterans, persons with disabilities, and small business enterprises and who offer a diverse workforce.</i></p> |
| | B.2 | <p><u>Relevant Previous Experience</u></p> <p>Provide documentation of the Respondents previous experience acting in the role of a CM/GC on projects of similar scope, complexity, and magnitude. Projects of similar scope, complexity, and magnitude would contain similar construction methods, systems, and other building components relevant to this project. Documentation should include information demonstrating performance of pre-construction services as designated in the Scope of Services and Deliverables document and the organization’s support structure and leadership personnel that oversees projects.</p> |
| | B.3 | <p><u>Case Studies</u></p> <p>Provide a minimum of three and a maximum of five, detailed case studies of projects with similar scope, complexity, and magnitude. The case studies may include on-going and completed (preferably within the last five years) projects. List projects starting with the most recent. Utilizing RFP Attachment 6.4.b., as a cover sheet, Respondent shall provide the following information for each case study:</p> <ol style="list-style-type: none"> 1) Project name and location; 2) Project size in gross area and number of stories; 3) Project cost including cost per square foot; 4) Year contracted, and either year of completion or current percent complete; 5) Client reference with name, title, role on project, and contact information; 6) Project Prime Contractor and Prime Designer Firm Names; 7) Contractor’s Key Personnel and their roles on the project; <p>Additionally, Respondent shall provide a narrative containing the following information for each case study:</p> <ol style="list-style-type: none"> 1) Provide a brief description of the project that includes the scope of the work and the services provided by your firm; 2) Relate the work in this project to the scope and required services contained in the RFP; 3) Each example should identify adherence to schedule, management of costs; and project challenges including resolutions. |
| | B.4 | <p><u>Workload History</u></p> <p>Provide a list or chart presenting annual dollar workload volume inclusive of number of projects on a per year basis for the last five years.</p> |
| | B.5 | <p><u>Continuous Improvement Process</u></p> <p>Do you have a continuous improvement process? If so, please describe the process.</p> |

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| | B.6 | <p><u>Previous State of Tennessee Work</u></p> <p>Please provide a list of all State of Tennessee projects that your company is currently working on or has completed within the past 10 years. The list is to contain the project title, SBC Number, and contract value.</p> <p>If your company lacks State of Tennessee experience, provide a narrative confirming you understand the STREAM Designers' Manual, State procedures, and experience using similar processes with other clients.</p> |
| <p>SCORE (for <u>all</u> Section B—Qualifications & Experience Items above): <i>(maximum possible score = 30)</i></p> | | |
| <p><i>State Use – Evaluator Identification:</i></p> | | |

TECHNICAL PROPOSAL & EVALUATION GUIDE

SECTION C: TECHNICAL QUALIFICATIONS, EXPERIENCE & APPROACH. The Respondent shall address all items (below) and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Respondent shall also detail the proposal page number for each item in the appropriate space below.

A Proposal Evaluation Team, made up of three or more State employees, will independently evaluate and score the proposal's response to each item.

| RESPONDENT LEGAL ENTITY NAME: | | |
|--|-----------|--|
| Proposal Page # <i>(Respondent completes)</i> | Item Ref. | Section C— Technical Qualifications, Experience & Approach Items |
| | C.1 | <p><u>Project Staffing</u></p> <ol style="list-style-type: none"> 1) Describe how the Respondent will staff this project. Identify individuals who will be assigned to perform duties under the Agreement, including Respondent Executive(s), Project Manager(s), Superintendent(s), and others who comprise the project team, as well as those who may be reporting to State officials regarding project deliverables. 2) Include the percentage of time each proposed individual will be involved in this project during each phase. 3) Explain the criteria used in developing this team. 4) Provide concise summary resumes of these key personnel. <ol style="list-style-type: none"> a) Detail each individual's position/role with the Respondent team b) Highlight applicable experience, positions, and/or work demonstrating similar responsibility. 5) Utilizing an organization chart: <ol style="list-style-type: none"> a) Indicate lines of authority; b) Demonstrate the relationships of individuals that provide schedules, quality control, safety, and estimates with the remainder of the staff of the CM/GC; and, c) Illustrate how the CM/GC's staff will interface with other members of the project team |
| | C.2 | <p><u>Third Party Project Staffing</u></p> <p>Provide a written statement whether the Respondent intends to use subcontractors to perform any of the services delineated in the Scope of Services and Deliverables awarded pursuant to this RFP or to manage the construction work anticipated as a result of the subsequent Construction Services Agreement and if so, detail:</p> <ol style="list-style-type: none"> 1) the names of the subcontractors along with the contact person, mailing address, telephone number, and e-mail address for each; 2) a description of the scope and portions of the goods each subcontractor involved in the delivery of goods or performance of the services each subcontractor will perform; and 3) a statement specifying that each proposed subcontractor has expressly assented to being proposed as a subcontractor in the Respondent's response to |

| RESPONDENT LEGAL ENTITY NAME: | | |
|--|-----------|---|
| Proposal Page # <i>(Respondent completes)</i> | Item Ref. | Section C— Technical Qualifications, Experience & Approach Items |
| | | <p>this RFP. This statement will not apply to subcontracting related to trade contracts for the construction portion of the project.</p> <p>4) Integration of each subcontractor into the organization chart provided in C.1 5)</p> |
| | C.3 | <p><u>Project Approach</u></p> <p>1) Discuss your team’s approach to accomplish the work of this project. Specifically describe the Respondent’s approach and procedures for the following items:</p> <ul style="list-style-type: none"> a) project schedule development and maintenance, including recovery schedules as necessary; b) project document completion; c) budget preparation and budget confirmation at each design phase; d) submittal approval listing individuals and their titles; e) subcontractor awards and oversight; f) project budget tracking; and, g) closeout procedures including: <ul style="list-style-type: none"> i) punch list development; ii) operations and maintenance manuals; iii) warranties - provide a narrative of how warranty service calls are managed during the warranty phase; and iv) as-built drawings and specifications. <p>2) Present your team’s approach on this project regarding how the operations and logistics surrounding construction will be planned. In particular, explain, in detail, the following items:</p> <ul style="list-style-type: none"> a) Identification of individuals that are part of the CM/GC team while working in the building; b) Working hours (proposed); c) Security of both the building and the floors under construction; d) Risk assessment and plans for potential risks; and e) Material deliveries and storage. |
| | C.4 | <p><u>Project Schedule</u></p> <p>1) Provide a narrative that illustrates how the Respondent will manage the project, ensure completion of the scope, and accomplish required objectives within the Owner’s project schedule. Identify any objectives critical to project schedule and strategies to achieve them. Include the Respondents experience with cost loaded scheduling and whether scheduling will be accomplished in house.</p> <p>2) Provide a proposed schedule of pre-construction phase services as delineated in the Scope of Services and Deliverables document through presentation of the Guaranteed Maximum Price. Schedule shall include all activities, milestones, and Owner and Designer required deliverables to meet the schedule.</p> <p>3) Explain the Respondent’s approach for completing construction services within the time frame set by the Owner. Explain the sequencing of the work, tracking of submittals, coordination of trade subcontractors, and other related items within the construction schedule.</p> |

| | | |
|--|------------------|--|
| RESPONDENT LEGAL ENTITY NAME: | | |
| Proposal Page # <i>(Respondent completes)</i> | Item Ref. | Section C— Technical Qualifications, Experience & Approach Items |
| | | 4) Provide a narrative that illustrates how the Respondent manages obstacles and plans recovery actions using the project schedule. |
| | C.5 | <u>Project Challenges and Risks</u> To the extent not addressed in the responses to C.3 and C.4, provide a summary of challenges and risks that you see in this Project and your approach to addressing these challenges and risks. |
| | C.6 | <u>Reporting:</u> 1) Detail your Team’s special or unique capabilities, operating procedures, technology, programs, innovative solutions, etc., that would directly benefit this Project; cover at a minimum the following areas: a) Scheduling; b) Estimating; c) Cost management; d) Project Management; e) Project Documentation; and f) Document sharing and control. 2) Provide examples of reports to be provided at project meetings, including but not limited to project summaries, logs, and schedules. |
| | C.7 | <u>Quality Control</u> Describe how you would create and maintain a Quality Management Plan through the life of the project. Include how your plan would relate to your Continuous Improvement Process. |
| SCORE (for all Section C— Technical Qualifications, Experience & Approach Items above): | | |
| | | <i>(maximum possible score=40)</i> |
| <i>State Use – Evaluator Identification:</i> | | |
| <i>State Use – RFP Coordinator Signature, Printed Name & Date:</i> | | |

END OF SECTION C

| INTERVIEW EVALUATION GUIDE | |
|--|--|
| <p>SECTION D - Interviews: Interviews will be scored on a -5 to +5 point scale where the combined points will be used to modify the Section B and C scores from 0.5x to 1.5x. A score of 0 for this part will cause no modification to be made.</p> | |
| RESPONDENT LEGAL ENTITY NAME: | |
| SECTION D - Interviews | |
| <p>A. <u>Presentation (30 minutes)</u></p> <ul style="list-style-type: none"> • Introductions <ul style="list-style-type: none"> ○ What is your role on this Project? ○ What experience do you bring that supports this role? • Pre-Construction Services (Approach and Philosophy – Cost Management & Constructability Review) • Project Innovation (methods, etc.) • Project Schedule <ul style="list-style-type: none"> ○ Understanding of Fast-track ○ Overall completion schedule ○ Early Release packages (if required) • Project Communication <ul style="list-style-type: none"> ○ Designers ○ State • Strategy for Construction Approach, Safety, Quality, and Preliminary Site Logistics • Why should we choose you? | |
| <p>B. <u>Questions and Answer Session with the Evaluation Team (1 hour)</u>. The questions asked in this session will include both standard questions for all short-listed Respondents and specific questions relative to the Respondent’s proposal and presentation. The interview presentation and question/answer scoring will be based on the following criteria:</p> <ul style="list-style-type: none"> Project Understanding Project Approach Project Innovation & Quality Measures Experience & Presentations by the Proposed Key Members Communication Skills Understanding of CM/GC Delivery Method | |
| <p>SCORE (for Section D – Interviews): (Score Range: 0.75x to 1.25x)</p> | |
| <p><i>State Use – Evaluator Identification:</i></p> | |
| <p><i>State Use – RFP Coordinator Signature, Printed Name & Date:</i></p> | |

| SECTION A CM/GC CONSTRUCTION SERVICES PRE-CONSTRUCTION SERVICES LUMP SUM FEE | |
|--|--|
| RESPONDENT LEGAL ENTITY NAME: | |
| <p>Provide the total lump sum fee for delivery of the Pre-Construction Phase Services for this Project as defined by CM/GC Scope of Services and Deliverables, Section 1. This fee must not include costs of printing the Designer's design/construction documents, geotechnical investigations, environmental testing, and property surveys during the Design Phase. This fee will be paid upon successful completion of services and is not to be included as a part of the CM/GC construction services fixed fee. This fee may be negotiated prior to execution of the Pro Forma Master Contract.</p> | |
| <p>The Pre-Construction Fee will be paid according to the following schedules</p> <ul style="list-style-type: none"> • Schematic Design Phase: 35% • Design Development Phase: 35% • Construction Document Phase: 20% • Conclusion of Trade Contractor Buy Out: 10% | |
| Pre-Construction Phase Services Lump Sum Fee <i>(The State will insert value at RFP Attachment 6.3., Section E.1.)</i> | <div style="font-size: 2em; font-weight: bold;">\$</div> |

| SECTION B CM/GC CONSTRUCTION SERVICES PERCENT FEE | |
|--|--------|
| RESPONDENT LEGAL ENTITY NAME: | |
| <p>The proposed cost for the CM/GC construction services percent fee (the "Fee") will be for providing the construction services defined in the CM/GC Scope of Services and Deliverables, Section 2 for the total contract time and project closeout. The Fee must be stated as a percentage of the Project construction cost that includes the following:</p> <ul style="list-style-type: none"> • General company overhead and profit; • Personnel not directly assigned to the Project such as accountants, clerks, secretaries, and personnel other than those listed under Construction Services General Conditions Budget (whether on site or in the office); • Company officers and other personnel with supervisory status not listed under Construction Services General Conditions Budget; • The cost of main office equipment and related supplies, maintenance and service not located on site; and • THIS PERCENTAGE WILL BE MULTIPLIED BY THE PROJECT BUDGET CONSTRUCTION COST LISTED IN SECTION D FOR EVALUATION PURPOSES; HOWEVER, THE FINAL FEE WILL BE CALCULATED BASED UPON THE GUARANTEED MAXIMUM PRICE (GMP), INCLUDING THE ESTIMATED GENERAL CONDITIONS BUDGET, AT THE END OF DESIGN. | |
| CM/GC Construction Services Percent Fee: <i>(The State will insert value at RFP Attachment 6.3., Section E.2.)</i> | _____% |

| SECTION C | | | |
|---|---|--|---|
| CM/GC CONSTRUCTION SERVICES GENERAL CONDITIONS MONTHLY RATE | | | |
| RESPONDENT LEGAL ENTITY NAME: | | | |
| <p>Provide the proposed General Conditions Total Monthly Costs as described below for the construction scope and the construction services target duration identified in the RFP for the date of start of construction given in Section 1.7, shown below as a <u>Total Monthly Rate</u>. This rate will be multiplied by the duration of the project, in months, to determine a not to exceed amount for the Monthly General Conditions. General Conditions must be invoiced at actual cost.</p> | | | |
| <p>The proposed amount must include all General Conditions monthly costs for personnel and equipment of the quantity and type required to accomplish the services as defined by the RFP and the scope of the project for the entire duration of the Contract Time defined by the Pro Forma General Conditions and the GMP. Monthly costs include, but are not limited to, the following:</p> <ul style="list-style-type: none"> • Personnel costs including Labor Burden of all personnel directly assigned to the Project including but not limited to: <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> <ul style="list-style-type: none"> ○ Superintendent; ○ Assistant Superintendent; ○ Project Manager; ○ BIM Manager; ○ Project Director; ○ Project Engineer; ○ Safety Director; </td> <td style="width: 50%; vertical-align: top;"> <ul style="list-style-type: none"> ○ Construction Documentation Manager/Coordinator; ○ Trades Coordinator; ○ Project Scheduler; ○ Clerk; and ○ Other supervisory personnel </td> </tr> </table> • Photography and videography for normal documentation of the progress of the Work; • Temporary utilities usage charges required for contractor support facilities; • Project office trailers • Storage trailer(s) for CM and general usage; • Portable restroom facilities; • Phones, pagers, faxes, e-mails, and other communications devices; • Computers, copiers, printers, and other electronic office equipment; • Software and subscription costs incurred by the CM/GC in the management of the project; • Safety measures (including, but not limited to, personal protective equipment, fire protection, safety signage, and training); • Vehicle costs including fuel, maintenance, rentals, leases, and other related items • Parking fees and shuttle services; • Contractor support facility office furniture and equipment; • Contractor support facility supplies and other expenses; • Refuse dumpster rental and disposal (not including those dedicated to HPBr recyclables or demolition materials); • Dust control for the whole Project (including, but not limited to, filtration material, and other measures to prevent damage to installed materials); • Daily, Weekly, and Monthly cleanup for the whole Project; and <p><i>Note: All charges for the project as a direct expense of the Construction Manager must be included either as a Monthly General Conditions Rate or as a part of the General Conditions Total Lump Sum Cost. All other work must be competitively procured as a part of the GMP.</i></p> | | <ul style="list-style-type: none"> ○ Superintendent; ○ Assistant Superintendent; ○ Project Manager; ○ BIM Manager; ○ Project Director; ○ Project Engineer; ○ Safety Director; | <ul style="list-style-type: none"> ○ Construction Documentation Manager/Coordinator; ○ Trades Coordinator; ○ Project Scheduler; ○ Clerk; and ○ Other supervisory personnel |
| <ul style="list-style-type: none"> ○ Superintendent; ○ Assistant Superintendent; ○ Project Manager; ○ BIM Manager; ○ Project Director; ○ Project Engineer; ○ Safety Director; | <ul style="list-style-type: none"> ○ Construction Documentation Manager/Coordinator; ○ Trades Coordinator; ○ Project Scheduler; ○ Clerk; and ○ Other supervisory personnel | | |
| CM/GC General Conditions Total Monthly Rate: <i>(The State will insert value at RFP Attachment 6.3., Section F.3.)</i> | \$ | | |

| SECTION D | |
|---|---|
| CM/GC CONSTRUCTION SERVICES GENERAL CONDITIONS TOTAL LUMP SUM COSTS | |
| RESPONDENT LEGAL ENTITY NAME: | |
| <p>Provide the proposed General Conditions Total Lump Sum Costs as described below for the construction scope and the construction services target duration identified in the RFP for the date of start of construction given in Section 1.7, shown below as a <u>Total Lump Sum Costs</u>. This cost will be used as a not to exceed amount for the Lump Sum General Conditions. General Conditions must be invoiced at actual cost.</p> | |
| <p>The proposed amount must include all General Conditions lump sum costs of the quantity and type required to accomplish the services as defined by the RFP and the scope of the project for the entire duration of the Contract Time defined by the Pro Forma General Conditions and the GMP. Lump sum costs include, but are not limited to, the following:</p> <ul style="list-style-type: none"> • Project mobilization and demobilization charges; • Installation and deinstallation of conveyance systems for temporary utilities; • Project layout and surveying; • All required permits and related fees; • Builder’s Risk insurance as required by the Pro Forma General Conditions; • Temporary project signage; • All general project testing if not procured as a part of a separate package; • All temporary construction items not included as a Monthly cost; • Reproduction of documents for sub trades; • Trade contract bidding including advertising; • Printing and record drawings; • Substantial Completion; • Project closeout; • Project punch list work and final inspection; • Warranty inspection; and <p>The following items are considered General Conditions but must be listed separately in Section E and not included in the CM/GC General Conditions Total Lump Sum Costs on this page:</p> <ul style="list-style-type: none"> • Contract Bond; • Subcontractor Default Insurance • Contractor Controlled Insurance Program <p><i>Note: All charges for the project as a direct expense of the Construction Manager must be included either as a Monthly General Conditions Rate or as a part of the General Conditions Total Lump Sum Cost. All other work must be competitively procured as a part of the GMP.</i></p> | |
| <p>CM/GC General Conditions Total Lump Sum Costs: Excluding Contract Bond, Subcontractor Default Insurance, and Contractor Controlled Insurance Program (The State will insert value at RFP Attachment 6.3., Section F.4.)</p> | <p style="text-align: center; font-size: 2em;">\$</p> |

| SECTION E | |
|---|---------|
| CM/GC CONSTRUCTION SERVICES MISCELLANEOUS ITEMS AND COSTS | |
| RESPONDENT LEGAL ENTITY NAME: | |
| The following items are considered General Conditions costs but must be listed here and calculated at the time of submission of the Guaranteed Maximum Price. | |
| Contract Bond Rate Percentage (based on the total GMP target) <i>(The State will insert value at RFP Attachment 6.3., Section F.5.)</i> | _____ % |
| Subcontractor Default Insurance Rate <i>(The State will insert value at RFP Attachment 6.3., Section F.6.)</i> | _____ % |
| Contractor Controlled Insurance Program: <i>(The State will insert value at RFP Attachment 6.3., Section F.7.)</i> | _____ % |

If a CM/GC elects to utilize bonding of individual trade subcontractors in lieu of providing Subcontractor Default Insurance, that election must be proposed to the State prior to the submission of the GMP. If proposed, the CM/GC must provide to the State an analysis of the costs demonstrating whether the bonding of individual trade subcontractors is less costly to the Owner than Subcontractor Default Insurance. If the option of bonding individual trade subcontractors is more costly and the CM/GC is still recommending that option as being in the best interest of the project, the CM/GC must provide to the State a written justification of such recommendation, including analysis of associated costs and intangible items contributing to this recommendation. The State reserves the right to determine the course of action that provides the best financial and practical benefit to the project.

If a CM/GC elects to utilize individual insurance programs for each trade subcontractor in lieu of providing a CCIP, that must be proposed prior to the submission of the GMP. To facilitate this, the CM/GC must provide an analysis of the costs demonstrating individual insurance programs are less costly to the Owner than a CCIP. If the CM/GC is recommending that the more costly option of using individual insurance programs would still be in the best interest of the project, the CM/GC must provide to the State written justification of such recommendation, including analysis of associated costs and intangible items contributing to this recommendation. The State reserves the right to determine the course of action that provides the best financial and practical benefit to the project.

CM/GC CONSTRUCTION SERVICES GENERAL REQUIREMENTS

**RESPONDENT LEGAL ENTITY
NAME:**

Below is a list of allowable General Requirements for this project. The Respondent is not required to provide any costs for these items at this time as these costs will be provided as part of the submission of the Guaranteed Maximum Price. General Requirements are defined as work performed by the CM/GC for the benefit of the Work but is not incorporated into the Work. The Owner prefers that General Requirements are directly procured by the CM/GC rather than procured in individual trade packages, however General Requirements will be limited to be a maximum of 3% of the total of all Trade Costs.

General requirements include but are not limited to the following:

- Scaffolding and lifts;
- Crane rental and operation;
- Erosion control measures;
- Project testing and special inspections;
- Project Final Cleaning including trade cleaning
- Gross receipts tax;
- Other General Requirements identified by the Respondent:
 - _____
 - _____
 - _____
 - _____
 - _____
 - _____
 - _____
 - _____
 - _____
 - _____

Note: No items may be included as General Requirements that are listed on the preceding pages as General Conditions.

**SECTION F
CM/GC CONSTRUCTION SERVICES
COST PROPOSAL SUMMARY & SCORING GUIDE**

RESPONDENT LEGAL ENTITY NAME:

SIGNATURE & DATE

The signatory must be an individual or a company officer empowered to contractually bind the Respondent.

The proposed cost and the submitted technical proposal associated with this cost must remain valid for at least one hundred twenty (120) days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any resulting contract between the Respondent and the State. All monetary amounts are United States currency.

STATE USE ONLY

| | | |
|----|--|---|
| 1. | Pre-Construction Phase Services Lump Sum Fee | \$ _____ <i>(The State will insert value from RFP Attachment 6.3., Section A.)</i> |
| 2. | Construction Services Fee _____% x «GMP Target» <i>Note: This figure is for evaluation purposes ONLY. See Section B above for additional information regarding the final calculation for Construction Services.</i> | \$ _____ <i>(The State will insert value from RFP Attachment 6.3., Section B and multiply by GMP TARGET)</i> |
| 3. | Construction Services General Conditions Budget – Monthly Cost Total _____ x «GMP Months» <i>Note: The months are for evaluation purposes only.</i> | \$ _____ <i>(The State will insert value from RFP Attachment 6.3., Section C and multiply by GMP MONTHS)</i> |
| 4. | Construction Services General Conditions Budget – Lump Sum Total | \$ _____ <i>(The State will insert value from RFP Attachment 6.3., Section D)</i> |
| 5. | Construction Bond Amount _____ % x «GMP Target» <i>Note: This figure is for evaluation purposes only. The stated percentage rate will be calculated against the actual approved GMP.</i> | \$ _____ <i>(The State will insert value from RFP Attachment 6.3., Section E and multiply by GMP TARGET)</i> |
| 6. | Subcontractor Default Insurance Rate: _____ % x 80% x «GMP Target» <i>Note: This figure is for evaluation purposes only. The stated percentage rate will be calculated against the actual value of subtrade contracts</i> | \$ _____ <i>(The State will insert value from RFP Attachment 6.3., Section E and multiply by GMP TARGET)</i> |
| 7. | Contractor Controller Insurance Program _____ % x «GMP Target» <i>Note: This figure is for evaluation purposes only. The stated percentage rate will be calculated against the actual approved GMP.</i> | \$ _____ <i>(The State will insert value from RFP Attachment 6.3., Section E and multiply by GMP TARGET)</i> |

TOTAL COST ITEMS 1- 7 \$ _____

Note: The RFP Coordinator will use the above calculated total cost and the formula below to calculate the Cost Proposal Score. Numbers rounded to 2 places to the right of the decimal point will be standard for calculations.

| | | |
|---|---------------|--|
| $\left(\frac{\text{Lowest Cost of Qualified Cost Proposals}}{\text{Cost of Proposal Being Evaluated}} \right) \times \text{Maximum Cost Points} =$ | SCORE: | |
|---|---------------|--|

State Use – RFP Coordinator Signature, Printed Name & Date:

RESPONSE PACKAGE COVER SHEET

CM/GC

New DIDD West Tennessee Regional Office Facility
Arlington, Shelby County, Tennessee
SBC PROJECT No. 346/017-01-2022

Tennessee Contractor and Professional's License Information

Any blank spaces may cause Proposal to be unacceptable and rejected.

*Provide State contractor license number, expiration date, and classifications for Respondent as applicable and in accordance with State of Tennessee licensing law.
Provide all names as used for licensing or other legal transactions.*

Respondent Identification:

Respondent _____

Address _____

Tennessee Contractor License information:

License Number _____

License Classification(s) applicable to Project _____

License expiration date _____ \$(_____)
Dollar Limit

PROJECT REFERENCE FORM

Project Name (or SBC #, if applicable):

Utilize project reference forms with Section B, Qualifications and Experience, of the Qualifications and Evaluation Guide.

| | | | |
|--------------------------------------|--|------------------------------------|--|
| Respondent Legal Entity Name: | | | |
| PROJECT INFORMATION | | | |
| Name: | | | |
| Location (City & State): | | | |
| Gross Area: | | Number of Stories: | |
| Project Cost: | | Cost per Square Foot: | |
| Year Contracted: | | Year Complete or % Complete | |
| Delivery Method Used | | | |
| CLIENT INFORMATION | | | |
| Owner/Agency Name: | | | |
| Address: | | | |
| Location (City & State) | | | |
| Contact Person's Name: | | Title: | |
| Role on Project: | | | |
| Phone Number | | E-Mail: | |
| PRIMARY INVOLVED FIRMS | | | |
| Primary Prime Contractor: | | | |
| Prime Designer: | | | |
| CONTRACTOR'S KEY PERSONNEL | | | |
| Name: | | Role: | |

CONTRACTOR CONTRACT – CONTACT INFORMATION SHEET

| Project Information | |
|---------------------|---|
| Project Title: | New DIDD West Tennessee Regional Office Facility |
| Facility Name: | New DIDD West Tennessee Regional Office Facility |
| Location: | Arlington, Shelby County, Tennessee |
| SBC Project No.: | 346/017-01-2022 |

| Consultant Information | | | |
|--|---|--|--|
| Consultant: <small>(Legal Entity Name)</small> | | | |
| Contract Signatory: | | Title: | |
| Project Contact: | | Title: | |
| Address: | | | |
| City, State Zip: | | | |
| Email Address: | | | |
| Office Phone: | | Mobile Phone: | |
| FEIN/SSN Number: | | | |
| PLI Amount (Min. \$1M): | | | |
| The Consultant is a/an: | <input type="checkbox"/> Individual | | |
| | <input type="checkbox"/> Limited Liability Company (indicate type below) | | |
| | <input type="checkbox"/> Member Managed <input type="checkbox"/> Director Managed <input type="checkbox"/> Manager Managed <input type="checkbox"/> Board Managed | | |
| | <input type="checkbox"/> Corporation (indicate type below) | | |
| | <input type="checkbox"/> For Profit <input type="checkbox"/> Non-Profit | | |
| | <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Joint Venture | |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Limited Partnership | | |
| Contractor Place of Incorporation or Organization (Specify State): | | | |
| Secretary of State Control Number (Leave Blank if Not Registered): | | | |
| Edison Vendor ID Number (Leave Blank if Unknown): | | | |

SCORE SUMMARY MATRIX

| | RESPONDENT NAME | RESPONDENT NAME | RESPONDENT NAME |
|--|-----------------|-----------------|-----------------|
| Part 1A: General Qualifications & Experience | | | |
| EVALUATOR 1 | | | |
| EVALUATOR 2 | | | |
| REPEAT AS NECESSARY | | | |
| Respondent Average | | | |
| Part 1B: Technical Qualifications, Experience, & Approach | | | |
| EVALUATOR 1 | | | |
| EVALUATOR 2 | | | |
| REPEAT AS NECESSARY | | | |
| Respondent Average | | | |
| Initial Technical Score | | | |
| Minimum Technical Score to Interview | | | |
| Part 1C: Interviews | | | |
| EVALUATOR 1 | | | |
| EVALUATOR 2 | | | |
| REPEAT AS NECESSARY | | | |
| Average Interview Score | | | |
| Modified Technical Score | | | |
| Final Technical Score | | | |
| Minimum Final Technical Score to Open Cost | | | |
| Part 2: Cost Proposal | | | |
| Cost Proposal | | | |
| TOTAL RESPONSE SCORE: | | | |
| RFP Coordinator Signature, Printed Name & Date: | | | |

SBC Project No.: **346/017-01-2022**

PRO FORMA CONTRACT

The *Pro Forma* Contract detailed in following pages of this exhibit contains some “blanks” (signified by descriptions in capital letters) that will be completed with appropriate information in the final contract resulting from the RFP.

- 6.6. *Pro Forma* Master Contract and Contract Attachments
Attachment A: Attestation re Personnel Used in Contract Performance
Attachment B: Pre-Construction Services Payment Schedule
Attachment C: CM/GC Scope of Services and Deliverables

**CONSTRUCTION MANAGER / GENERAL CONTRACTOR
MASTER CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF GENERAL SERVICES
FOR
DEPARTMENT OF INTELLECTUAL AND DEVELOPMENTAL DISABILITIES
AND
CONTRACTOR NAME
TO
SBC PROJECT NUMBER 346/017-01-2022**

This Master Contract (the "Master Contract"), by and between the State of Tennessee, Department of General Services, hereinafter referred to as the "Owner" and **Contractor Legal Entity Name**, hereinafter referred to as the "Contractor," is for the provision of pre-construction and construction services, as further defined in the "SCOPE OF SERVICES." Owner and Contractor are hereinafter collectively referred to as the "Parties".

The Contractor is **a/an Individual, For-Profit Corporation, Non-Profit Corporation, Special Purpose Corporation Or Association, Partnership, Joint Venture, Or Limited Liability Company.**

Contractor Place of Incorporation or Organization: **Location**

Contractor Edison Registration ID # **Number**

Secretary of State # **Number**

A. SCOPE OF SERVICES:

- A.1. The Contractor shall provide all service and deliverables as required, described, and detailed herein and shall meet all service and delivery timelines as specified by the Master Contract.
- A.2. The Contractor shall provide consulting, scheduling and estimating/cost control services during the pre-construction phase of the project, and shall be the general contractor during construction, holding the trade contracts and providing the management and construction services during the construction phase. As soon as practicable after execution of this Master Contract, the Contractor and the Owner shall negotiate in good faith mutually acceptable terms, conditions, and pricing for a written construction services agreement with a guaranteed maximum price, covering the construction phase. The Contractor shall competitively procure and contract with the trade contractors and assume the responsibility and the risk of construction delivery within the specified cost and schedule terms and provide a guaranteed maximum price for the scope(s) of work for the project titled New DIDD West Tennessee Regional Office Facility, Arlington, Shelby County, Tennessee, SBC Project No. 346/017-01-2022. (Refer to CM/GC Scope of Services and Deliverables attached hereto as Master Contract Attachment C for a detailed listing of particular requirements).

B. CONTRACT PERIOD:

- B.1. Contract Period. This Master Contract shall be effective for the period commencing on the date of full and complete execution of this Master Contract and shall be effective for the period of time necessary for the Contractor to complete construction of the Project to the satisfaction of the Owner and to fulfill all obligations of the construction services agreement with a guaranteed maximum price (the "Effective Period"). In no event shall the Effective Period extend beyond the final completion and close out of the contract for construction related to SBC Project No. 346/017-01-2022, New DIDD West Tennessee Regional Office Facility, Arlington, Shelby County, Tennessee. The Contractor hereby acknowledges and affirms that the Owner shall have no obligation for services rendered by the Contractor which were not performed within this specified contract period.

B.2. Term Extension. The Owner reserves the right to extend this Master Contract for an additional period or periods of time. An extension of the term of this Master Contract will be affected through an amendment to the Master Contract. If the extension of the Master Contract necessitates additional funding beyond that which was included in the original Master Contract, the increase in the Owner's maximum liability will also be accomplished through an amendment to the Master Contract.

B.3. Construction Services Agreement with a Guaranteed Maximum Price. Under no circumstances shall the initial term of the construction services agreement with a guaranteed maximum price, to be negotiated after execution of this Master Contract, extend beyond that set forth in Sections B.1 and B.2 above.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Lump Sum Payment for Pre-Construction Phase Services. Payment by the Owner to the Contractor under this Master Contract for pre-construction phase services shall be a lump sum of **Insert Amount in Words** and **No/100ths Dollars (\$Insert Number Amount)**. This amount shall constitute the entire lump sum fee due the Contractor for the pre-construction phase services hereunder regardless of the difficulty, materials or equipment required. The Master Contract amount includes, but is not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor for pre-construction phase services. This pre-construction phase services lump sum fee does not include the amounts that are to be covered under the construction services agreement with a guaranteed maximum price.

The pre-construction services phase lump sum fee represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Master Contract unless the Contractor performs said work, and in which case, the Contractor shall be paid in accordance with Section C.3. below.

C.2. Compensation Firm. The lump sum fee liability of the Owner for pre-construction phase services under this Master Contract is firm for the duration of the Master Contract and is not subject to escalation for any reason unless amended.

C.3. Payment Methodology. For payment for the pre-construction phase services described in Section A of this Master Contract, the Contractor shall submit an invoice, in form and substance acceptable to the Owner and with all of the required supporting documentation, if any, prior to any payment. As a guide for invoicing payments of the PCP services provided to the CM/GC following percentages for each phase shall not be exceed:

| | |
|--|-----|
| Schematic Design Documents | 35% |
| Design Development Phase | 35% |
| Construction Document Phase | 20% |
| Conclusion of Trade Contractor Buy Out | 10% |

The fee for each phase shall be invoiced and payable upon completion and approval by Owner of each phase of PCP services work unless otherwise agreed to by Owner. Fees for Schematic Design and Design Development Phases may be paid in two approximately equal payments in conjunction with payments to the Designer. See Attachment B for Schedule of Payments.

Progress payments and final payment for the construction phase shall be applied for and paid as provided in the construction services agreement with a guaranteed maximum price.

C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel, meals, or lodging over and above the pre-construction services phase lump sum fee under this Master Contract and the guaranteed maximum price for construction under the construction services agreement.

C.5. Invoice Requirements. The Contractor shall invoice the Owner only for completed increments of service and for the amounts stipulated in Section C.3, above, and present said invoices no more often than monthly, with all necessary supporting documentation, to:

Original: Project Coordinator
Department of General Services
Real Estate Asset Management
312 Rosa L. Parks Avenue
W. R. Snodgrass Tennessee Tower, 24th Floor
Nashville, Tennessee 37243

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
- (1) Invoice Number (assigned by the Contractor);
 - (2) Invoice Date;
 - (3) Contract Number SBC Project No. 346/017-01-2022;
 - (4) Customer Account Name: Department of General Services, State of Tennessee Real Estate Asset Management;
 - (5) Customer Account Number (assigned by the Contractor to the above-referenced State Agency);
 - (6) Contractor Name;
 - (7) Contractor Federal Employer Identification, Social Security, or Tennessee Edison Registration ID Number Referenced in Preamble of this Master Contract;
 - (8) Contractor Contact for Invoice Questions (name, phone, and/or fax);
 - (9) Contractor Remittance Address;
 - (10) Description of Delivered Service;
 - (11) Total Amount Due for delivered service (as stipulated in Section C.3. above);
 - (12) Further, the monthly invoices will include the name of each individual, the individual's job title, the number of hours worked during the period, the hourly rate, the total compensation requested for the individual, the total amount due the Contractor for the period involved, each project expenditure to-date, and total expenditures to date and balance of funds remaining in the contract.
- b. The Contractor understands and agrees that an invoice under this Master Contract shall:
- (1) Include only charges for service described in Master Contract Section A and in accordance with payment terms and conditions set forth in Master Contract Section C;
 - (2) Only be submitted for completed service and shall not include any charge for future work;
 - (3) Not include sales tax or shipping charges; and
 - (4) Initiate the timeframe for payment (and any discounts) only when the Owner is in receipt of the invoice, and only if the invoice meets the minimum requirements of this Section C.5.
- Should the state require the submission of invoices through an electronic project management system Contractor shall utilize said system in lieu of that required above. Regardless of whether the Contractor is required to submit invoice pursuant to C.5. above or to submit them through an electronic project management system, invoices shall maintain the same format and structure.
- C.6. Payment of Invoice. A payment by the Owner shall not prejudice the Owner's right to object to or question any payment, invoice, or matter in relation thereto. A payment by the Owner shall not be construed as acceptance of any part of the work or service provided or as approval of any amount invoiced.
- C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the Owner, on the basis of audits conducted in accordance with the terms of the Master Contract, not to constitute proper remuneration for compensable services.
- C.8. Deductions. The Owner reserves the right to deduct from amounts, which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee any amounts, which are or shall become due and payable to the State of Tennessee by the Contractor.

- C.9. Prerequisite Documentation. The Contractor shall not invoice the Owner under this Master Contract until the Owner has received the following properly completed documentation:
- a. The Contractor shall complete, sign, and present to the Owner an "Authorization Agreement for Supplier Direct Deposit Form". By doing so, the Contractor acknowledges and agrees that, once said form is received by the Owner, all payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee shall be made by Direct Deposit. This form can be found at <http://www.tn.gov/finance/article/fa-acffin-swa>. Please follow the instructions at the top of the form regarding submission of the form.
 - b. The Contractor shall complete, sign, and present to the State a "Taxpayer Identification Number and Certification Form". The taxpayer identification number detailed by said form must agree with the Contractor's Federal Employer Identification Number or Tennessee Edison Registration ID referenced in this Contract. This form can be found at <https://www.irs.gov/pub/irs-pdf/fw9.pdf>. Please submit this form with the Authorization Agreement for Supplier Direct Deposit Form form as indicated at the top of the form regarding submission of the form.
- D. STANDARD TERMS AND CONDITIONS:
- D.1. Required Approvals. The Owner is not bound by this Master Contract until it is signed by the contract parties and approved by the appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Office of the State Architect, the Commissioner of General Services, the Comptroller of the Treasury, and the Office of the Attorney General). Approvals shall be evidenced by a signature or electronic approval.
 - D.2. Modification and Amendment. This Master Contract may be modified only by a written amendment signed by all parties hereto and approved by both the officials who approved the base contract and, depending upon the specifics of the contract as amended, any additional officials required by Tennessee laws and regulations (said officials may include, but are not limited to, the Office of the State Architect, the Commissioner of General Services, the Comptroller of the Treasury, and the Office of the Attorney General).
 - D.3. Termination for Convenience. The Owner may terminate this Master Contract without cause for any reason. Said termination shall not be deemed a breach of contract by the Owner. The Owner shall give the Contractor at least thirty days written notice before the effective termination date. The Contractor shall be entitled to compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the Owner be liable to the Contractor for compensation for any service that has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount. In no event shall the Owner's exercise of its right to terminate this Master Contract for convenience relieve the Contractor of any liability to the Owner for any damages or claims arising under this Master Contract.
 - D.4. Termination for Cause. If the Contractor fails to properly perform its obligations under this Master Contract in a timely or proper manner, or if the Contractor violates any material terms of this Master Contract ("Breach Condition"), the Owner shall have the right to immediately terminate the Master Contract and withhold payments in excess of fair compensation for completed services. Time is of the essence in this contract. Notwithstanding the above, the Contractor shall not be relieved of liability to the Owner for damages sustained by virtue of any Breach Condition and the Owner may seek other remedies allowed at law or in equity for any breach of this Master Contract.
 - D.5. Assignment and Subcontracting. The Contractor shall not assign this Master Contract or enter into a subcontract for any of the services provided under this Master Contract without obtaining the prior written approval of the Owner. If such subcontracts are approved by the Owner, each shall contain, at a minimum, sections of this Master Contract pertaining to "Conflicts of Interest", "Nondiscrimination," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.

- D.6 Conflicts of Interest. The Contractor warrants that no part of the Contractor's compensation shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed under this Master Contract.

The Contractor acknowledges, understands, and agrees that this Master Contract shall be null and void if the Contractor is, or within the past six months has been, an employee of the State of Tennessee or if the Contractor is an entity in which a controlling interest is held by an individual who is, or within the past six months has been, an employee of the State of Tennessee.

The Contractor acknowledges, understands, and agrees that it and its performance under this Contract are subject to State Building Commission Policy and Procedure 12.02, "Organizational Conflicts of Interest," (the "SBC Conflict Policy"), and that Contractor has read and understands all of the provisions and requirements of same.

- D.7. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Master Contract or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post notices of nondiscrimination in conspicuous places, available to all employees and applicants.
- D.8. Prohibition of Illegal Immigrants. The requirements of Tenn. Code Ann. § 12-3-309 addressing the use of illegal immigrants in the performance of any contract to supply goods or services to the state of Tennessee, shall be a material provision of this Master Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Master Contract.
- a. The Contractor agrees that it shall not knowingly utilize the services of an illegal immigrant in the performance of this Master Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Master Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the Owner a completed and signed copy of the document at Attachment A, hereto, with each invoice, as described in Section C.3, during the period of this Master Contract. If the Contractor is a party to more than one contract with the Owner, the Contractor may submit one attestation that applies to all contracts with the Owner. All Contractor attestations shall be maintained by the Contractor and made available to State officials upon request.
 - b. Prior to the use of any subcontractor in the performance of this Master Contract, and semi-annually thereafter, during the entire Term, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work under this Master Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work under this Master Contract. Attestations obtained from subcontractors shall be maintained by the Contractor and made available to State officials upon request.
 - c. The Contractor shall maintain records for all personnel used in the performance of this Master Contract. Contractor's records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the Owner.
 - d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Tenn. Code Ann. § 12-3-309 for acts or omissions occurring after its effective date.
 - e. For purposes of this Master Contract, "illegal immigrant" shall be defined as any person who is not: (i) a United States citizen; (ii) a Lawful Permanent Resident; (iii) a person whose physical presence in the United States is authorized; (iv) allowed by the federal

Department of Homeland Security and who, under federal immigration laws or regulations, is authorized to be employed in the U.S.; or (v) is otherwise authorized to provide services under the Master Contract.

- D.9. Licensure. The Contractor and its employees and all sub-contractors shall be licensed pursuant to all applicable federal, state, and local laws; ordinances; rules; and regulations and shall upon request provide proof of all licenses.
- D.10. Records. The Contractor shall maintain documentation for all charges under this Master Contract. The books, records, and documents of the Contractor, for work performed or money received under this Master Contract, shall be maintained for a period of five full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State and by the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.11. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Master Contract shall be subject to monitoring and evaluation by the Owner, and by the Comptroller of the Treasury, or their duly appointed representatives.
- D.12. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the Owner as requested.
- D.13. Strict Performance. Failure by any party to this Master Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Master Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Master Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.14. Independent Contractor. The parties hereto, in the performance of this Master Contract, shall not act as employees, partners, joint ventures, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Master Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- The Contractor, being an independent contractor and not an employee of the State of Tennessee, agrees to provide insurance coverage as required by construction services agreement with a guaranteed maximum price.
- D.15. Limitation of Owner's Liability. The Owner shall have no liability except as specifically provided in this Contract. In no event will the Owner be liable to the Contractor or any other party for any lost revenues, lost profits, loss of business, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Master Contract or otherwise. The Owner's total liability under this Master Contract (including any exhibits, schedules, amendments or other attachments to the Master Contract) or otherwise shall under no circumstances exceed the Maximum Liability of this construction services agreement. This limitation of liability is cumulative and not per incident.
- D.16. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism, epidemics, quarantine restrictions, or any other similar cause beyond the reasonable control of the Party except to the extent that the non-performing Party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, workarounds, or other means. A strike, lockout, or labor dispute shall not excuse either Party from its obligations under this Master Contract. Except as set forth in this Section, any failure or delay by a Party in the performance of its obligations under this Master Contract arising from a Force Majeure Event is not a default under this Master Contract or grounds for termination. The non-

performing Party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the Party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Contractor's representatives, suppliers, subcontractors, customers or business apart from this Master Contract is not a Force Majeure Event under this Master Contract. Contractor will promptly notify the Owner of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the Owner within one day of the inception of the delay), that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. Contractor will not increase its charges under this Master Contract or charge the Owner any fees other than those provided for in this Master Contract as the result of a Force Majeure Event.

- D.17. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Master Contract.
- D.18. Governing Law. This Contract shall be governed by and construed in accordance with the substantive laws of the State of Tennessee, without regard to its conflicts of choice of law rules. The Tennessee Claims Commission or the state or federal courts in Tennessee shall be the venue for all claims, disputes, or disagreements arising under this Master Contract. The Contractor acknowledges and agrees that any rights, claims, or remedies against the State of Tennessee or its employees arising under this Master Contract shall be subject to and limited to those rights and remedies available under Tenn. Code Ann. §§ 9-8-101 - 407.
- D.19. Entire Agreement. This Master Contract is complete and contains the entire understanding between the Parties relating to its subject matter, including all the terms and conditions of the Parties' agreement. This Master Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the Parties, whether written or oral.
- D.20. Severability. If any terms and conditions of this Master Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Master Contract are declared severable.
- D.21. Headings. Section headings of this Master Contract are for reference purposes only and shall not be construed as part of this Master Contract.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Master Contract, these special terms and conditions shall control.
- E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Master Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid; by overnight courier service with an asset tracking system; or by e-mail. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address or e-mail address set forth below or to that of such party of address, as may be hereafter specified by written notice.

The Owner:

Deputy Commissioner of General Services or designee
State of Tennessee, Department of General Services
Real Estate Asset Management
312 Rosa L. Parks Avenue, 24th Floor
Nashville, Tennessee 37243

The Contractor:

Contractor Name & Title Firm Name
Address
City, State Zip

Email Address

Telephone # Number

FAX # Number

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- E.3. Document Priority. Should any conflict arise within any of the requirements of these Master Contract documents, the documents shall be interpreted in priority in the following order:
1. Construction services agreement with guaranteed maximum price, upon negotiation of its terms and conditions and execution by both parties, and subsequent amendments, and modifications;
 2. Addenda or amendments to the documents referenced in 3 and 4 below;
 3. This Master Contract and its attachments;
 4. The request for proposal documents, which are incorporated by reference; and,
 5. The proposer's proposal, which is hereby incorporated by reference.
- E.4. Subject to Funds Availability. The Master Contract is subject to the appropriation and availability of State or federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the Owner reserves the right to terminate this Master Contract upon written notice to the Contractor. The Owner's exercise of its right to terminate this Master Contract shall not constitute a breach of Master Contract by the Owner. Upon receipt of the written notice, the Contractor shall cease all work associated with the Master Contract. If the Owner terminates this Master Contract due to lack of funds availability, the Contractor shall be entitled to compensation for all conforming goods requested and accepted by the Owner and for all satisfactory and authorized services completed as of the termination date. Should the Owner exercise its right to terminate this Master Contract due to unavailability of funds, the Contractor shall have no right to recover from the Owner any actual, general, special, incidental, consequential, or any other damages of any description or amount.
- E.5. Tennessee Consolidated Retirement System. Subject to statutory exceptions contained in Tenn. Code Ann. §§ 8-36-801, *et seq.*, the law governing the Tennessee Consolidated Retirement System ("TCRS"), provides that if a retired member of TCRS, or of any superseded system administered by TCRS, or of any local retirement fund established under Tenn. Code Ann. §§ 8-35-101, *et seq.*, accepts State employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Master Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the Owner under this Master Contract is that of "employee/employer" and not that of an independent contractor, the Contractor, if a retired member of TCRS, may be required to repay to TCRS the amount of retirement benefits the Contractor received from TCRS during the Term.
- E.6. Tennessee Department of Revenue Registration. The Contractor shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Master Contract.
- E.7. Patents or Copyrights. The Contractor shall indemnify and hold the Owner harmless from all claims or suits which may be brought against the Owner for infringement of any laws regarding patents or copyrights which may arise from the performance of the Contractor under the Master Contract. In any such action brought against the Owner, the Contractor shall satisfy and indemnify the Owner for the amount of any final judgment, or settlement entered into in good faith by the Owner for infringement.

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This instrument may be executed in one or more counterparts. It shall be fully executed when each party whose signature is required has signed at least one counterpart, even though no one counterpart contains the signatures of all parties to this instrument. Electronic, scanned, or facsimile signatures shall have the same force and effect as original signatures.

IN WITNESS WHEREOF:

CONTRACTOR LEGAL ENTITY NAME:

Contractor Signatory, Contractor Title

DATE: _____

**STATE OF TENNESSEE,
DEPARTMENT OF GENERAL SERVICES:**

Christi W. Branscom, Commissioner

DATE: _____

OFFICE OF THE STATE ARCHITECT:

Ann McGauran, State Architect

DATE: _____

APPROVED AS TO COMPLIANCE WITH POLICY AND STATUTE:

Jason E. Mumpower, Comptroller of the Treasury

DATE: _____

APPROVED AS TO COMPLIANCE WITH FORM AND LEGALITY:

Jonathan Skrmetti, Attorney General and Reporter

DATE: _____

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

| | |
|--|-----------------|
| SUBJECT CONTRACT NUMBER: | 346/017-01-2022 |
| CONTRACTOR LEGAL ENTITY NAME: | |
| FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number) | |

The Contractor, identified above, does hereby attest, certify, warrant, and assure that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Master Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Master Contract.

CONTRACTOR SIGNATURE

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Contractor. If said individual is not the chief executive or president, this document shall attach evidence showing the individual's authority to contractually bind the Contractor.

PRINTED NAME AND TITLE OF SIGNATORY

ATTACHMENT B TO MASTER CONTRACT

BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF GENERAL SERVICES
FOR
DEPARTMENT OF INTELLECTUAL AND
DEVELOPMENTAL DISABILITIES
AND
CONTRACTOR

SBC PROJECT NUMBER 346/017-01-2022

Pre-Construction Services Payment Schedule

Agreed Lump Sum Amount: **Amount of Lump Sum**
Projected Start Date: Full and complete execution of this Master Contract

Lump Sum Fees. Includes pre-construction phase described in Attachment C. Lump Sum Fees are to be paid per the following schedule:

| | |
|--|-----------|
| Initial Evaluation of Schematic Design Documents | \$ AMOUNT |
| Design Development Phase | \$ AMOUNT |
| Construction Document Phase | \$ AMOUNT |
| Conclusion of Trade Contractor Buyout Phase | \$ AMOUNT |

Pre-Construction Services Lump Sum Fee Total \$ _____

Note: If services are completed early, the Lump Sum balance may be invoiced as a final payment.

STATE OF TENNESSEE

Real Estate Asset Management

Construction Services Agreement Between Owner and Construction Manager / General Contractor

where the Basis of Payment is a
GUARANTEED MAXIMUM PRICE

Use only with the coordinated documents identified in the current
Designers' Manual
for projects of the State Building Commission of Tennessee

AGREEMENT

made as of the _____ day of _____ in the year of Two Thousand Twenty-Two

BETWEEN the Owner: STATE OF TENNESSEE, Department of Intellectual and Development
Disabilities

Via the Department of General Services

and the Contractor:

the Project: **New DIDD West Tennessee Regional Office Facility
Arlington, Shelby County, Tennessee
SBC Project No. 346/017-01-2022**

the Designer: **A2H, Inc.
3009 Davies Plantation Road
Lakeland, Tennessee 38002
Logan E. Meeks**

The Owner and the CM / GC agree as set forth below.

005223-1

ARTICLE 1
THE WORK AND THE CONTRACT DOCUMENTS

- 1.1** The Construction Manager / General Contractor shall perform all the Work required by the Contract Documents for the Project identified on page one.
- 1.2** The Contract Documents include the Master Contract and the Individual Contract elements of the Contract Documents identified below in Paragraph 1.4. These form the Contract and together constitute the entire agreement between the Owner and the Contractor, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. An enumeration of the Contract Documents appears in Paragraph 1.4.
- 1.3** Terms used in this Agreement which are defined in the Conditions of the Contract shall have the meanings designated in those Conditions.
- 1.4** The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

The Construction Manager / General Contractor (CM/GC) Master Contract
Dated _____ between the State of Tennessee, Department of General Services and for the project titled:

New DIDD West Tennessee Regional Office Facility
Arlington, Shelby County, Tennessee
SBC Project No. 346/017-01-2022

This Agreement

Conditions of the Contract:

Terms and conditions of the CSA shall be STREAM section 00 72 13, AIA Document A201-2017 General Conditions of the Contract for Construction as modified, current edition as of the date of acceptance of the GMP, and other related specifications sections and Supplemental General Conditions as determined during the design phases.

Specifications

Drawings, dated _____, as identified in the Project Manual

The portions of the following addenda as pertain to the documents listed above:

Standard Bidding and Construction Documents, as applicable to the CM/GC's Work that are included in the Owner's Designers' Manual:

- 00 38 60 Disqualified Contractors and Subcontractors
- 00 45 21 Drug Free Workplace Affidavit
- 00 52 23 Construction Services Agreement Between Owner and CM / GC
- 00 54 00 Supplier Direct Deposit Authorization Form
- 00 54 00 Request for Taxpayer Identification Number and Certification W-9 Form
- 00 54 43 Retainage Escrow Initiation
- 00 61 13 Contract Bond
- 00 61 43 Three Year Roof Bond
- 00 65 01 Non-Use of Asbestos Containing Affidavit
- 00 72 13 AIA A201-2017 General Conditions of the Contract for Construction
- 00 73 15 Supplementary Conditions for use with Construction Manager/General Contractor
- 01 21 13 Allowances
- 01 22 19 Unit Prices
- 01 26 00 Contract Modification Procedures
- 01 26 10 CM / GC – GMP Contingency and Owner Reserve Procedures
- 01 26 20 Weather Delays
- 01 26 39 Form For Field Order
- 01 26 40 Form for Amendment, Change Order or Directive
- 01 26 54 Form for Price Summary
- 01 26 55 Form for Price of Work
- 01 26 55 Form for Price of Time
- 01 29 73 Schedule of Values
- 01 29 76 Payment Procedures
- 01 29 76.13... Attestation of Personnel Used in Contract Performance
- 01 31 13.91... Commissioning Coordination
- 01 31 19 Project Meetings
- 01 31 90 Administrative Logs
- 01 32 15 Progress Schedules and Reports
- 01 33 91 Commissioning Submittals
- 01 41 15 Regulatory Requirements
- 01 43 25 Testing Laboratory Services
- 01 52 25 Owner's Field Offices
- 01 62 25 Product Options and Substitutions
- 01 62 32 Substitution Request Form
- 01 77 70 Closeout Procedures
- 01 77 70.91... Contract Commissioning Closeout
- 01 78 26 Roof Data Form
- 01 78 36 Total Roofing System Warranty
- 01 78 39 Total Metal Roofing System Warranty
- 01 78 88 Report of Subcontractors and Suppliers
- 01 79 00 Demonstration and Training
- 01 81 14 High Performance Building Requirements

The Owner's Designers Manual can be accessed at

[Designers' Manual 2020 \(tn.gov\)](http://www.tn.gov)

or a hard copy can be requested through the Owner.

ARTICLE 2
TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

2.1 The Work to be performed under this Contract shall be commenced on the date stipulated in the Notice to Proceed; and, subject to authorized adjustments, Substantial Completion shall be achieved for the work and each Phase thereof in accordance with the number of calendar days Contract Time allotted each, from and including the Commencement of each, wholly and severally for the Work of each Phase.

_____ **Calendar Days From the Notice to Proceed for the Work.**

2.2 Liquidated Damages, as set forth in paragraph 9.12 of the General Conditions, are _____ **Per Calendar Day**

ARTICLE 3
CONTRACT SUM

3.1 The Owner shall pay the Contractor in current funds for the performance of the Work, subject to additions and deductions by Change Order as provided in the Contract Documents, an amount not to exceed the Guaranteed Maximum Price, also referred to as the "Contract Sum", of

3.2 The Guaranteed Maximum Price (GMP) is determined as follows:

| | |
|--|-------|
| Trade Contracts: | \$ |
| General Conditions Budget: | \$ |
| CM / GC Contingency: | \$ |
| CM / GC Construction Services Fixed Fee: | \$ |
| Project Related Cost | \$ |
| | ----- |
| Guarantee Maximum Price: | \$ |

3.3 Unit Prices will be used as specified.

005223-4

This instrument may be executed in one or more counterparts. It shall be fully executed when each party whose signature is required has signed at least one counterpart, even though no one counterpart contains the signatures of all the parties to this instrument. Electronic, scanned or facsimile signatures shall have the same force and effect as original signatures. This Agreement entered into as of the day and year first written above as witnessed:

**BY CONSTRUCTION MANAGER /
GENERAL CONTRACTOR:**

Signature: _____

Name: _____

Title: _____

**AND BY OWNER: STATE OF TENNESSEE
 Department of General Services**

APPROVED: _____ **Date:** _____

Christi W. Branscom, Commissioner
Department of General Services

APPROVED: _____ **Date:** _____

Ann McGauran, State Architect

APPROVED: _____ **Date:** _____

Jason E. Mumpower, Comptroller of the Treasury
for compliance with policy and statute

APPROVED: _____ **Date:** _____

Jonathan Skrmetti, Attorney General
for form and legality

END of AGREEMENT FORM for the Project titled:

New DIDD West Tennessee Regional Office Facility
Arlington, Shelby County, Tennessee
SBC Project No. 346/017-01-2022

005223-5

1.7 SCOPE OF SERVICES

The Construction Manager/General Contractor (“CM/GC”) shall provide Pre-Construction Phase (“PCP”) Services and Construction Phase (“CP”) Services for the Project described in RFP Section 2.4, Project Narrative and Documentation, including, but not limited to, development of a Guaranteed Maximum Price (“GMP”). Services shall be provided by the personnel designated in the CM/GC’s Technical Proposal or by substitute personnel approved in writing by the Owner. Requests for substitute personnel shall include justification for the substitution and qualifications of the substitute personnel in similar form and content as required for the Technical Proposal.

1.7.1 PRE-CONSTRUCTION PHASE SERVICES

A. Project Information and Procedures

1. The CM/GC shall meet with the Owner, the Designer, and other design team members to review documents and gain a full understanding of the program, the design documents, the Project scope and all other aspects of the Project. The CM/GC is to become a fully integrated member of the project team. The CM/GC shall provide feedback on the presented program including, but not limited to, constructability, cost, and potential risk(s) to the project.
2. The CM/GC, in conjunction with the Designer, shall develop written Project procedures, which will clarify and compliment the Owner’s requirements, to be used as a guide for the management and coordination of the Project. The Project procedures shall incorporate the CM/GC’s knowledge of external environmental factors that could impact project objectives. These project procedures could include system selection materials selection, site investigation, code, and other regulatory requirements, HPBr, and other Design related decision-making elements.
3. The CM/GC and the Designer shall work together for the mutual benefit of the project. Each shall provide support for the other to the greatest extent allowable under their licensure. The Owner may require a partnership agreement to be signed that describes the obligations of this arrangement.

B. Meetings and Key CM/GC Personnel

1. The CM/GC shall provide the designated key personnel who shall consistently attend and participate in meetings scheduled with the Owner and the Designer throughout the duration of PCP Services. Such meetings shall be as frequent as needed to support Project progress. Participants shall be as designated in the RFP.
2. The CM/GC shall provide a responsibility assignment matrix (“RAM”) that designates key personnel and assigned task(s). The submitted RAM should be in the form of a RACI (responsible, accountable, consult, and inform) Chart, which is a key tool in the management process as the project team consists of external and internal resources and clearly designates roles and responsibilities

| RACI CHART | Person | | | | |
|------------|--------|-------|---------|-------|-----|
| | Brian | Penny | Michael | Peter | Tim |
| Activity | | | | | |
| Schedule | R | A | A | A | R |
| WBS | I | I | A | I | R |

| | | | | | |
|-----------------|---|---|---|---|---|
| Cost Estimate | I | A | A | I | R |
| Code Review | A | R | I | A | C |
| Risk Assessment | C | I | R | R | C |

3. The CM/GC shall provide the designated PCP Services Project Manager to facilitate such meeting, along with the Designers Lead Representative.
4. The CM/GC, in conjunction with the Designer, shall prepare and distribute an agenda at least two working days in advance of meetings. Said agenda shall at a minimum include design progress, design issues, risk registry review, current schedule, and current cost as relating to budget as required in subsequent sections of this document.
5. The CM/GC shall record and distribute meeting notes to the Owner, Designer, and other attendees within two working days of meeting. At a minimum, said meeting minutes shall include: attendees list, items completed since previous meeting, items expected for subsequent meeting, key action items, next steps and who those are assigned to, and date of next meeting.
6. Project team members who are assigned to the construction/execution phase should be integrated into the CM/GC process as soon as schedules allow. Confirmation of the key personnel's assignment, and setting the team, is necessary to complete identified project activities and is key in the continuity of the approved program.

C. Phase Determination and Deliverables for PCP Services

1. Phase of Work for the PCP Services shall be determined in conjunction with the Design phase services as defined in the SBC-6a Terms and Conditions for Agreement between Owner and Designer. In addition, the buyout phase shall commence upon issuance of the Construction Services Agreement ("CSA"), and shall conclude upon execution of all trade subcontracts.
2. CM/GC deliverables for each phase shall be current iterations of all documents required by paragraphs D through G below.
3. CM/GC deliverables for the Design Development Phase shall include the full GMP package as described in Section I below.
4. CM/GC deliverables for the Construction Document Phase shall include a letter of acknowledgement stating that Construction Documents have been submitted that are suitable for permitting and construction.
5. The CM/GC deliverable for the Buyout Phase shall be a reconciliation of all trade contracts, shall show the balance of the CM/GC's contingency, and shall establish an Owners reserve if applicable.

D. Value Management (“VM”) and Risk Assessment

1. The CM/GC shall advise the Owner and Designer on matters relating to site use, improvements, selection of materials, building methods, construction details, building systems (including exploring alternative and non-traditional building systems), and equipment.
2. The CM/GC shall provide recommendations to the Owner and Designer on the items below, submitting recommendations concurrently to the Owner and Designer in writing:
 - a. Construction feasibility actions designed to minimize adverse effects of labor or material shortages;
 - b. Time requirements for procurement, installation, and construction completion; and
 - c. Factors related to construction cost, including estimates of alternative designs or materials, preliminary budgets, and possible economies, which should include conceptual cost estimates based on preliminary designs.
3. The CM/GC shall complete a Value Management Process.
 - a. It shall create a VM Log, which shall include a list of recommendations including pro/con analyses to achieve a balance between initial costs, life cycle operating costs, aesthetics, and function. The VM log shall document the items to be implemented including the details of such items stated in dollars, time, or other appropriate measures.
 - b. It is a requirement of the VM process that the basic functionality of the project not be sacrificed as a consequence of any proposed design revisions. A comparison of the Designer's originally submitted and revised construction documents, along with a revised Work Breakdown Structure (“WBS”), as defined and required by paragraph E.4. below, should be analyzed in the effort to control costs and meet the GMP Target.
 - c. Cost modifications using VM shall occur according to the following levels of intensity:
 - i. Basic VM – changes in materials, finishes, etc.;
 - ii. Moderate VM – more intrusive construction method and materials changes and modifications to types of construction without changing the overall floor plan; and
 - iii. Intensive VM – includes floor plan adjustments that don't change the scope, just the amount of space provided; that should be targeted to right sizing spaces where a room was sized just because it fit, modifying circulation paths, and similar adjustments; And that also includes modifying story/height of the building.
 - d. Scope Reduction, defined as elements of the program being reduced or deleted to accommodate the budget, shall only be considered after all efforts associated with sub-paragraph b above have been exhausted.
 - e. It shall also engage in the VM process utilizing the work packages of the WBS. Each item in the VM log shall be presented with a WBS.
 - f. It shall present each item to the Owner for acceptance, demonstrating that the project remains within the GMP Target. Upon acceptance by the Owner, each

item shall be incorporated into the master WBS, the design documents, and the Construction Cost Estimate.

4. Recommend to the Owner and Designer opportunities to phase issuance of drawings and specifications to facilitate phasing or sequencing of demolition, site work, site utilities, and building construction activities of each phase to improve economies, performance time, and responses to construction resource conditions.
 5. The CM/GC shall not be called upon to provide advice on legal issues or to engage in the practice of architecture or engineering. While the CM/GC's scope of services is in its capacity as a CM/GC, not as a design professional, the CM/GC shall participate to the greatest extent possible in the design process, both technically and aesthetically. The CM/GC shall not be responsible for providing architectural or engineering services for the Project.
 6. The CM/GC shall develop and maintain a risk registry through performing a risk management analysis for each aspect of the project. Risk management analysis is an iterative process that must include scope, cost elements, and schedule activities.
 - a. The CM/GC shall determine each risk or opportunity that would impact the project and document its characteristics. The intent shall be to enable the project team to have the knowledge and ability to anticipate the impact of such risks or opportunities.
 - b. The CM/GC's obligations in this paragraph 6, shall be performed through a structured review of project documentation to date that includes comparison to previous documentation and the program.
 - c. The CM/GC shall use documented information gathering techniques in identifying risks or opportunities. Acceptable techniques include Brainstorming, Delphi Technique, Interviewing, SWOT Analysis, and Root Cause Analysis.
- E. Scope of the Work**
1. The general scope of the Project has been defined by the Owner through a project program, which contains, in general terms, the Owner's intent for the totality of the Work of the Project.
 2. Scope of Work Document - The CM/GC, in collaboration with the Designer and Owner, shall develop a Scope of Work Document that details elements of design and construction. Development of the Scope of Work Document is an iterative process, and the document shall detail the Work described in the Owner's project program. It will provide a common understanding of the scope among all team members (Owner, Designer, and Contractor), will provide to the project team a structured version of what is to be delivered, and should assist in managing stakeholder expectations. The Scope of Work Document should convey at a minimum:
 - a. Detailed Narrative of Design & Construction Scope of Work;
 - b. Exclusions from Scope of Work;
 - c. Scope of Work broken out in a WBS that details the proposed work elements and their cost, duration, and interrelations. WBS should be structured to accommodate the development and detail of the WBS throughout the design process; and
 - d. Assumptions and risk.

The Scope of Work Document shall be updated and maintained throughout the design process.

3. Scope Management Plan - The CM/GC, in collaboration with the Designer and Owner, shall develop a Scope Management Plan ("SMP"), that describes how the scope of the work will be defined, developed, monitored, controlled, and verified throughout the project. Development of the SMP, and detailing of the scope, will begin with the development of the Scope of Work Document. The SMP will detail the project's deliverables and the work required to create those deliverables, and should address at a minimum:
 - a. Deliverables,
 - b. Constraints affecting execution of the work,
 - c. Criteria for acceptance of Scope of Work elements,
 - d. Criteria for dealing with unknown Scope of Work elements, and
 - e. Assumption and risk.
4. Work Breakdown Structure – The CM/GC shall prepare a WBS, which is a hierarchical decomposition of the total scope of work to be defined during preconstruction services and anticipated to be carried out in the construction of the work. Each descending level of the WBS represents an increasingly detailed classification of the construction work ultimately culminating in individual planning packages, and the level of detail of which shall be commensurate with the level of detail associated with the current phase of design. The resultant planning packages shall be provided as a part of the GMP. Planning packages will be converted to work packages at project buy out.
 - a. The CM/GC shall create a preliminary summary task list that includes all planned construction activities anticipated on the project.
 - b. Each task shall have a scope of work description that is sufficient in detail to ensure all project team members understand what work is required to be completed.
 - c. During Schematic Design Phase, the CM/GC, in coordination with the design team, shall begin the development of the WBS such that it is detailed into major building elements commensurate with the type of project. The WBS at this level should be influenced by the CM/GC's knowledge of the Program, its experience with similar building types and current market conditions, and by input from the design team.
 - d. During the Design Development Phase, the CM/GC shall begin the decomposition process into planning packages.
 - i. Tasks shall have durations for which the period of that work is performed and shall have resources and costs associated with that work.
 - ii. Tasks shall have attributes that extend the description of the task by identifying the multiple associated components.
 - iii. The purpose of each task is to:
 - a. Identify the associated resources,
 - b. Ensure all deliverables are accounted for,
 - c. Map work to each deliverable, and
 - d. Ensure that no work is omitted, and no extra work is performed.

- iv. The WBS shall contain the project WBS Dictionary that provides detailed deliverable, task, and scheduling information. The WBS Dictionary is a document that supports the WBS and should include, but not be limited to:
 - a. Description of the Work,
 - b. Assumptions and constraints,
 - c. Responsible organization,
 - d. Schedule milestones,
 - e. Associated schedule activities,
 - f. Resources required,
 - g. Cost estimates,
 - h. Quality requirements,
 - i. Acceptance criteria, and
 - j. Technical references.
- 5. Constructability Review Process – The CM/GC shall review the design documents and the WBS for opportunities to enhance constructability, including proposals for alternate construction means, methods, and materials. During this process, the project team will systematically identify available efficiencies utilizing the collective knowledge and experience of the Owner, Designer, consultants, and contractors. The CM/GC shall maintain a constructability log recording constructability issues and their resolution. For each item identified, the CM/GC shall also provide the following:
 - a. Description with supporting information.
 - b. Listing of associated work elements,
 - c. Cost impacts,
 - d. Risks,
 - e. Detailed recommendation, and
 - f. Project team resolution.

F. Construction Cost Estimate

- 1. All construction cost estimating prior to establishment of the GMP shall be done conceptually until sufficient detail is available and shall include all items shown, proposed, discussed, and reasonably anticipated within the scope of the work for a complete project. No allowance will be given for additional items that should have been assumed but not included. Additionally, all estimates shall be within the GMP Target and eventual GMP, with only a refining of the details of the estimate allowed.
- 2. Within 30 days from the establishment of the WBS, the CM/GC shall develop and communicate in writing to the Designer and Owner for review an initial construction cost estimate that shall be independent from the Designer's cost estimate ("Designer's Estimate"). The construction cost estimate shall be kept up to date at all times until it is proposed and accepted as the GMP.
- 3. The construction cost estimate shall detail the amount for the eventual GMP with sufficient supporting information to communicate each cost activity within each work package that was developed as part of the WBS, and shall further detail the significant contributing costs within each work package to a level of detail appropriate with the level of design. The cost estimate shall be aggregated by work packages in accordance with the WBS, shall provide a clear and concise

understanding of how the cost estimate was derived, and shall address at a minimum:

- a. Basis of estimate,
 - b. assumptions,
 - c. known risks and constraints,
 - d. range of values, and
 - e. confidence levels.
4. The construction cost estimate will be reviewed by the Designer, Contractor, and Owner for reasonableness and compatibility with the GMP Target at each meeting. The Owner, Designer, and CM/GC shall work together to identify and resolve any differences between the Designer's Estimate and the CM/GC's construction cost estimate by reviewing the WBS for any scope variances or alterations that exist.
 5. In the event the construction cost estimate exceeds the GMP Target, the Owner, Designer, and CM/GC will work to reconcile the overage. If in the review of the WBS and associated costs the scope is determined to be valid and in accordance with the proposed project program, the Owner may elect to either revise the Project Scope or increase the budget.
 - a. In the event the Owner elects to increase the budget, where no change in scope has occurred, the fee for the work may be converted to a lump sum calculated as the Owners original GMP Target multiplied by the percentage fee proposed in the RFP response.
 - b. In the event a redesign is directed by the Owner, the CM/GC will continue to provide its PCP Services as described herein, in conjunction with the Designer's redesign of the Project as necessary to move the Project program back within the GMP Target; in which case, the CM/GC shall do so without additional compensation. The redesign process shall proceed in the same manner as described above until the project is within the GMP Target

G. Schedule

1. Two types of schedules are required of the CM/GC in the pre-construction phase as described in the following sections:
 - a. Pre-Construction Phase Schedule, and
 - b. Preliminary Construction Schedule.
2. General Schedule Information
 - a. The CM/GC shall prepare, maintain, and communicate the schedules in writing in appropriate detail to enable determination of critical paths and enable Project decision-making throughout the duration of the Project.
 - b. Schedules shall be developed on industry standard software with proven compatibility and ability to maintain baseline schedule and each iteration of the schedule.
 - c. Schedules shall be made readily available to all members of the Project Team during the pre-construction phase.
3. Pre-Construction Phase Schedule
 - a. Meet with the Designer and Owner to develop a Pre-Construction Phase Schedule ("PCPS"), detailing the services and activities of the Designer, CM/GC, and Owner required during the pre-construction phase.

- b. Within one week of the PCPS development meeting, the CM/GC shall submit an initial version of the PCPS to the Project Team for review and acceptance.
 - c. The CM/GC shall monitor and manage the PCPS throughout the duration of the pre-construction phase.
 - d. Adjustments to the schedule are to be mutually agreed upon by the Project Team with the goal of maintaining the original completion date.
 - e. The CM/GC shall keep the initial PCPS and subsequent versions up to date throughout the duration of the pre-construction phase.
4. Projected Construction Schedule
- a. In coordination with the development of the Construction Cost Estimate, the CM/GC shall develop a Projected Construction Schedule ("PCS"), for submission to the Designer and Owner for review.
 - b. Schedule components shall include:
 - I. Defined construction activities previously established in the WBS, including sequences and durations to document the specific actions to be performed;
 - II. Milestones (zero duration) along the project timeline to assess deadlines, key dates, and potential bottlenecks within the defined construction activities;
 - III. Occupancy dates meeting the Owner's requirements and showing portions of the Project having occupancy priority, if applicable;
 - IV. A proposed date of Substantial Completion that is agreed upon by the Designer and Owner; and
 - V. An analysis of activity sequences, durations, resource requirements, and constraints developed using the Critical Path Method.
 - c. The PCS shall be developed such that the final version, at establishment of the GMP, will be the Baseline Construction Schedule.
- H. Subcontractor Participating in Pre-Construction Phase
1. Use of Subcontractors in Non-Compensated Capacity
 - a. The CM/GC is permitted to use subcontractors in a non-compensated consulting capacity to assist in scope, schedule, and budget management.
 - b. The use of a subcontractor in a non-compensated consulting capacity shall in no way bind the Owner, Designer, or CM/GC to utilize their recommendations during the Pre-Construction Phase.
 - c. The use of a subcontractor in a non-compensated consulting capacity shall in no way bind the Owner, Designer, or CM/GC to utilize their services during the construction phase and shall not predispose or prejudice the CM/GC toward their selection.
 - d. Should such subcontractors desire to provide a subtrade bid to the CM/GC during the construction phase, they shall be required to follow procurement procedures required of all bidders.
 2. Use of Subcontractors in Compensated Capacity
 - a. The CM/GC is permitted to use subcontractors in a compensated consulting capacity to assist in scope, scheduled, and budget management.
 - b. The use of a subcontractor in a compensated consulting capacity shall

- preclude that subcontractor from further participation in bidding or construction.
- c. Such subcontractors shall be compensated by the CM/GC out of their Pre-Construction Services Fee, with no provision for additional compensation from the Owner.
3. Use of Subcontractors in a CM/GC Capacity
 - a. The CM/GC may request approval of the Owner to procure selected subcontractors in a subcontractor construction management ("S/CM") arrangement.
 - b. S/CM procurement shall generally follow State procurement procedures normally utilized to procure a CM/GC.
 - i. S/CM responses shall include both qualifications and cost components.
 - ii. Costs shall be provided in a separately sealed and labeled package and make up at least 30% of overall scoring.
 - iii. The CM/GC shall include in the solicitation for a S/CM an anticipated cost of the work being solicited and an anticipated duration for such work.
 - iv. The S/CM[s] shall be required to include labor rates for construction phase services which will also be evaluated as a part of the solicitation.
 - v. The cost proposal[s] shall include at a minimum S/CM PCP SERVICES lump sum fee, S/CM construction services fee, S/CM monthly General Conditions, S/CM lump sum general condition, and S/CM bond rate.
 - vi. The S/CM's participation in PCP SERVICES will not guarantee its continued participation in Construction Phase Services.
 - c. S/CM shall be compensated for PCP SERVICES by the CM/GC out of their Pre-Construction Services Fee, with no provision for additional compensation from the Owner.
 - I. Guaranteed Maximum Price for Construction
 1. The Guaranteed Maximum Price ("GMP") shall be an all-inclusive cost based on the Scope of Work Document as required by Section D above. The GMP shall not include costs for any assumptions which have not been accepted by the Project Team. Costs shall be summarized on the form as provided by the Owner. The GMP shall not exceed the GMP target as established by the Owner.
 2. GMP establishment shall be reflected in the PCP SERVICES schedule and no later than 45 calendar days after acceptance of the DD Phase design documents by the Owner. Notice to proceed to the CD Phase will not occur until the DD Phase Design document and GMP have been accepted by the Owner.
 3. The GMP shall be solely based on the estimating of the CM/GC as a natural outgrowth of estimating done to date and shall not be a new estimating exercise. The CM/GC may utilize trade subcontractor or supplier pricing in the development of its estimate; however, no solicitation of cost information shall bind the Owner or the CM/GC as if bidding had occurred. Furthermore, the CM/GC shall not enter into binding contracts with trade subcontractors or suppliers for construction work until after the Construction Services Agreement ("CSA") for a GMP is negotiated and executed.

4. The CM/GC shall submit to the Owner a GMP in a format to be provided by the Owner. The GMP shall include all construction related costs as follows:
 - a. Lump Sum General Conditions from RFP Attachment 6.3, escalated as applicable;
 - b. Monthly General Conditions from RFP Attachment 6.3, escalated as applicable;
 - c. General Requirements as proposed by the CM/GC, not to exceed 3% of the GMP Target. General Requirements shall include all work performed directly by the CM/GC for the benefit of the Work, including self-performed trade work or shared direct costs associated with the work of trade subcontractors. Examples may include scaffolding, lifts, and material and personnel hoists;
 - d. Trade Costs within the GMP shall be presented in the previously established WBS planning packages. The owner reserves the right to allow the CM/GC to include allowances. Should allowances be included as a trade cost line item, any remaining value shall not be available to the CM/GC to offset overages associated with other trade cost line items. The unused balance of any allowance shall be committed to an Owner's reserve fund within the construction contract;
 - e. CM/GC Contingency, as defined in I.7. below;
 - f. Construction Services Fixed Fee as calculated based on the percentage provided in RFP Attachment 6.3;
 - g. P&P Bond as calculated based on the rate provided in RFP Attachment 6.3
 - h. Subcontractor default insurance as calculated based on the rate provided in RFP Attachment 6.3; and
 - i. CCIP as calculated based on the rate provided in RFP Attachment 6.3.
5. In the event the GMP exceeds the GMP target, the Design Development Phase shall not be considered complete. The CM/GC shall continue to provide pre-construction phase services in conjunction with the Designer until the GMP is within the GMP Target.
6. The CM/GC shall perform the work set forth in this paragraph I. above without additional compensation over and above the lump sum pre-construction fee provided in the PCP Services contract.
7. CM/GC-GMP Contingency
 - a. The GMP shall include a construction contingency ("CM/GC-GMP Contingency"), in an amount approved by the Owner, not to exceed 3% of the trade costs, to help reduce the risks assumed by the CM/GC in providing the GMP for the Project. The Owner retains the right to specifically request a revision to the amount of the contingency prior to the Owner's acceptance of the GMP. The Owner and the CM/GC acknowledge that the contingency is included to adjust the estimate for eventualities which have not been taken into precise account in the establishment of the GMP, including, but not limited to, those resulting from:
 - i. Incomplete items, unclear items, unrefined design, or undefined standards of quality, that were not present in or reasonably inferable from, the DD documents;
 - ii. Scope gaps between trade contractors;
 - iii. Unforeseen field conditions, circumstances, occurrences, or errors and

- omissions in the contract documents which would not have been reasonably detected or anticipated during the execution of the CM/GC's pre-construction duties; and/or
- iv. A net overage in all executed trade cost subcontracts, excluding those trade costs derived from allowances.
 - b. The CM/GC shall provide written justification and relevant substantiating estimate with back-up as verification that the CM/GC-GMP Contingency funds are being used accurately and correctly. Any use of the CM/GC-GMP Contingency funds requires mutual agreement by the CM/GC and Owner through the execution of a Field Order by the Owner. The CM/GC shall document the change on its copy of the construction documents that will be used as a part of the record documents. The use of the contingency funds shall not be unreasonably withheld; however, the Owner reserves the right to reject the use of funds when they are inadequately justified or inaccurate.
 - c. The amount of the CM/GC-GMP Contingency is the maximum sum available to the CM/GC to cover costs incurred as a result of such unanticipated causes or details. Cost overruns in excess of the amount of the CM/GC-GMP Contingency will be borne by the CM/GC, unless the GMP is adjusted pursuant to the terms of the CSA executed by the CM/GC and the Owner. If all of the funds in the CM/GC-GMP Contingency are expended, or, in the event the cost of the work exceeds the GMP and any adjustments as may be due under the terms of the CSA, the CM/GC shall continue to perform all of its obligations at no additional cost to the Owner until the work is complete. The CM/GC shall be responsible for paying all costs, in accordance with the terms of the CSA that may be necessary to complete the work, even if such costs are in excess of the GMP.
 - d. The CM/GC-GMP Contingency is not available and shall not be used for the costs of CM/GC activities including, but not limited to, the following:
 - i. Correction and/or completion of work that is not depicted in the contract documents, but which is common industry practice in similar situations or uses;
 - ii. Correction of deficient or defective work that is not depicted in the contract documents that enables work to comply with all applicable statutes, codes, and ordinances;
 - iii. To supplement the CM/GC's own office or field staff, beyond the levels or commitment originally agreed to, without prior written consent of the Owner;
 - iv. To reimburse CM/GC for errors or omissions in subcontractor or supplier take offs or bids;
 - v. To reimburse CM/GC for insurance deductibles or any costs that are recovered by the CM/GC from insurance;
 - vi. To reimburse CM/GC for any costs that are recovered by the CM/GC from sub-contractors, suppliers, or any other source;
 - vii. Payment of liquidated damages, reimbursement of additional consultant services due to deficient or delayed work, or similar back charges or damages from the Owner caused by the CM/GC; or
 - viii. Any other use that is for the sole use, benefit, or convenience of the



CM/GC and would not create any additional benefit to the Owner or the Work beyond the benefit conveyed prior to the execution of the CSA by the CM/GC and the Owner.

J. Acceptance of the GMP and Proceeding with the CSA

1. Upon acceptance by the Owner of a GMP, the Owner and the CM/GC shall negotiate and execute a mutually acceptable agreement including the approved GMP as a part of the CSA.
2. All required bonds and insurance shall be provided in accordance with the terms of the CSA, and shall be furnished upon CM/GC signature of the CSA
3. All costs associated with the GMP are subject to audit at Owner's discretion. The CM/GC shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under the CSA. The Owner and the Owner's accountants or other representatives shall be afforded access to the CM/GC's records, books, correspondence, instructions, drawings, receipts, subcontracts, purchase orders, vouchers, memoranda, and other data relating to this Project, and the CM/GC shall preserve these for a period of five years after final payment, or for such longer period as may be required by statute. Any such audit shall be performed in accordance with Generally Accepted Government Auditing Standards (GAGAS). Copies of such audits shall be provided to the Tennessee Comptroller of the Treasury, the Department of Finance and Administration, and shall be made available to the public.

K. Non-Acceptance of the GMP and Termination

1. The Owner, at its sole discretion, may decline to proceed with a CSA based on the CM/GC's GMP for the Project, and thereupon, without penalty, the contract services for the Project shall terminate at the end of the pre-construction phase.
2. In any event, such termination shall likewise terminate all further services and obligations of the CM/GC for the Project. The CM/GC shall accept the lump sum contract amount for PCP Services as full and complete reimbursement of all costs and services performed by the CM/GC for PCP Services, and shall not be entitled to any further amount for such services. Thereafter, the Owner shall have the right to continue its activities to place the Project under construction with no obligation or restriction regarding the CM/GC and with full ownership and use of any data and information developed during PCP Services.
3. Notwithstanding the forgoing to the contrary, in the event that a CSA has been previously executed for a portion of the work, and the owner declines to proceed with any proposed amendments to the CSA, the CM/GC shall be required to continue and complete the scope of work under the previously executed CSA or any amendments thereto.
4. Termination under this Section is in addition to the termination provisions set forth elsewhere in the Contract, including, but not limited to, the conditions of the Contract included in the CSA.

L. Support Ongoing Project Design Activities

1. Upon acceptance of a GMP for all or a portion of the Work, and despite the execution of any CSA, the CM/GC shall continue to perform PCP Services without additional compensation as required to support ongoing design activities including:
 - a. Completion of Construction Documents;
 - b. Design to implement phased construction activities or amendments to the CSA;
 - c. Design activities related to administration of allowances within the CSA; or
 - d. Design activities related to coordination of activities requiring delegated design.
2. Modifications to the CSA by change order or directive during the execution of the Work of the CSA shall have PCP Services but shall be compensated according to the terms and conditions of the CSA.

M. Ownership of Documents

All data, information, material, and all copies thereof, developed by the CM/GC or in the CM/GC's possession or control, relating to the Project are the property of the Owner and shall be turned over to the Owner within fourteen calendar days after the Owner's request. However, the CM/GC may keep its own counterparts of executed agreements and one duplicate of its other data and documents for its own records but not for reuse.

1.7.2 CONSTRUCTION PHASE (CP) SERVICES

The CM/GC services shall consist of providing CP Services as required by the Contract Documents including, but not limited to, the General Conditions of the Contract for Construction, current version at the time of the acceptance of the GMP, and all additional documents enumerated in Article 1 of the CSA to affect the complete construction of the Project and to maintain the established GMP and Contract Time of the Project. The CM/GC shall continue to perform PCP Services as described in this contract during construction as required relative to the work and changes being performed.

During the execution of the CSA, the CM/GC may self-perform Project work to assist with the coordination of subcontracts and minor Project facilitation. The CM/GC shall not perform trade contract work. The maximum percent of the GMP that the CM/GC can self-perform shall be three percent.