



Department of
General Services

Real Estate Asset
Management (STREAM)

REQUEST FOR PROPOSALS

Construction Manager / General Contractor

For the Project Titled:

**The Tennessee Residence
Tennessee Residence Update
Nashville, Davidson County, Tennessee
SBC Project No. 529/028-01-2026**

Release Date: May 8, 2026

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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.

1.2. Project Description

The Tennessee Residence is the personal residence for the Governor as well as a historic home and event venue that typically hosts over 100 events each year. The home will be occupied during construction, so care must be taken to minimize any disruption to the daily operations of the residence. All workers entering the site will be required to submit documentation to the Tennessee Highway Patrol.

This Project will include, but not be limited to, updates to the main residence house, pool house, conservation hall, carriage house, maintenance garage, and campus grounds. The main residence work will include heating, ventilation, and air conditioning (HVAC) replacement, primary bathroom/closet remodel, master bedroom/bathroom remodel, improving the kitchen hood exhaust, interior/exterior painting, basement restroom ventilation, elevator modernization, code compliance adherence for two elevators, and replacement of deteriorated exterior wood trim.

The conservation hall work is to include replacement of the existing audio/ visual equipment, improving the kitchen hood exhaust, and the elevator scope of work as noted in the main residence scope. Wood deck and trim repair/replacement, soffit repair, HVAC upgrades, and Interior/exterior painting is also needed within the carriage house. Foundation/slab on grade/masonry wall structural remediation, and exterior painting is needed on the maintenance shop. HVAC/plumbing and electrical updates in the pool house. Lastly, the existing irrigation system will need new heads, controls, and expansion as well as the campus fire alarm replacement due to existing system no longer being supported.

Additional information can be found in the Project Program, and the Program Verification documents (refer to RFP Section 1.3. for instructions on how to request documents).

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 project has completed the Program Verification Phase, and will advance to the Schematic Design Phase, upon contract as a result of this procurement.

The Designer for this project is:

Firm: Wold Architects and Engineers
Contact: Jared Brown
Phone: 601-832-2296
E-Mail: jbrown@woldae.com

The following documents have been provided by the Designer, are considered attachments to this RFP, and will be made available to all submitting an email request to the Procurement Officer (refer to RFP Section 1.9.2.1. for email information):

- Project Program
- Designer Program Narrative

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 Nashville, Davidson County, Tennessee

1.5. Additional Project Related Considerations

All Respondents should be able to demonstrate in their response to this RFP their experience or knowledge of the following:

It is anticipated that the work will be scheduled over multiple opportunities of time in order to perform the scope included in the project description.

The State will be looking for the Respondent to demonstrate:

- 1) A proven track record of providing successful pre-construction services such as constructability, cost, and scheduling support for multi-phased renovations;
- 2) Navigating extensive phasing and site logistics to accommodate active operations;
- 3) Managing tight schedules to arrive at on-time completions at critical and time sensitive milestones; and
- 4) Experience working at a Historic property.

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 - \$3,385,000.00

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 February 1, 2027. All costs given in response to this RFP must be provided in reference to this date.

GMP CONSTRUCTION DURATION (MONTHS) - 23

If the Project is not substantially complete within the time period set forth in the construction contract, the liquidated damage amount will be \$1,000 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. 529/028-01-2026

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 Procurement Officer:

Tammy Robbins, Procurement Officer
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, Procurement Officer
William R. Snodgrass Tennessee Tower 22nd Floor
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. Terri.L.Breece@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/stream/stream/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 Procurement Officer 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

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=m12e59a6e182ee48619200abc7c0bdd92>

Join by meeting number

Meeting number (access code): 2306 110 8072

Meeting password: 529-028-01-2026

Join from a mobile device (attendees only)

[+1615-747-4911](tel:+1615-747-4911) Webex Call-In

[+1-415-655-0001](tel:+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.

1.13. 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 Procurement Officer 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.

1.14. 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)	DATE (all dates are state business days)
RFP Issued		May 8, 2026
Disability Accommodation Request Deadline		May 12, 2026
Pre-response Conference	10:00 am	May 19, 2026
Notice of Intent to Respond Deadline		May 20, 2026
Written “Questions & Comments” Deadline	2:00 pm	May 27, 2026
State Response to Written “Questions & Comments”		June 3, 2026
Response Deadline	2:00 pm	June 9, 2026
State Completion of Technical Response Evaluations		June 15, 2026
Notification of Respondents Invited to Interview		June 16, 2026
Interviews		June 29 – July 1, 2026
State Completion of Technical Response Evaluations and Final Technical Score		IMMEDIATELY FOLLOWING LAST INTERVIEW
State Opening & Scoring of Cost Proposals		IMMEDIATELY FOLLOWING THE FINAL TECHNICAL SCORE MEETING ABOVE
State Notice of Intent to Award Released <u>and</u> RFP Files Opened for Public Inspection		July 2, 2026
Protest Period Ends		July 9, 2026
State Building Commission (SBC) or State Architect Approval Sought		July 13, 2026
State sends contract to Contractor for signature		July 13, 2026
Anticipated Contractor Signature Deadline		July 20, 2026

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, and any reference material included, shall not exceed 75 pages (including all required forms and documents), be written in English using a 12-point font, have pages numbered, and be on standard on standard 8 ½" x 11" pages, although oversize exhibits are permissible. All responses should be economically prepared, with emphasis on completeness and clarity.

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 Lum Sum Fee

Section B – CM/GC Construction Services Percent Fee

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

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

- Lump Sum General Conditions
- Miscellaneous Items and Costs
 - Contract Bond Rate
 - Subcontractor Default Insurance Rate
 - CM/GC Insurance Cost
- General Requirements

Section E – Cost Proposal Summary & Scoring Guide

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. A Respondent must complete all sections of the Cost Proposal

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

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

3.1.2.5. A Respondent must submit the Cost Proposal to the State in an e-mail, as detailed in RFP Sections 3.2 and 3.3.

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.

3.2. Response Delivery

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 Procurement Officer (contact information listed below) in **two separate e-mails** with the attachments clearly labeled as indicated in section 3.3 below.

Tammy Robbins, Procurement Officer
Department of General Services
Email: tammy.robbs@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

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. 529/028-01-2026 TECHNICAL RESPONSE FROM [RESPONDENT LEGAL ENTITY NAME]"

Technical Response document with the file name:

"SBC No. 529/028-01-2026 TECHNICAL RESPONSE FROM [RESPONDENT LEGAL ENTITY NAME]"

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

"SBC No. 529/028-01-2026 COST PROPOSAL FROM [RESPONDENT LEGAL ENTITY NAME]"

Cost Proposal documents with file name:

"SBC No. 529/028-01-2026 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.
- 3.4.9. The State will not consider a response from a Respondent who cannot affirm, per Tennessee Code Annotated (TCA) § 12-3-309, regarding prohibited contracts, without the Respondent first attesting in writing that they will not knowingly utilize the services of illegal immigrants in the performance of the contract, and will not knowingly utilize the services of any subcontractor who will utilize the services of illegal immigrants in the performance of the contract.
- 3.4.10. The State will not consider a response from a Respondent who cannot affirm, per TCA § 12-12-111, Iran Divestment Act, that each Respondent and each person signing on behalf of any

Respondent, is not on the list of persons engaging in investment activities in Iran, created pursuant to TCA §12-12-06.

3.4.11. The State will not consider a response from a Respondent who cannot affirm, that they are not currently engaged in, and will not for the duration of the contract, engage in a boycott of Israel, as identified per TCA §12-4-119.

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

3.7.1. 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.

3.7.2. A Respondent that has been invited to interview may decline to interview upon being invited. A Respondent may NOT submit another response nor rejoin the process once a decline of the interview has been sent.

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 an 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.
 - 4.7.1.1. All unopened Cost Proposals of those Respondents that do not reach the minimum thresholds to have their costs opened, as indicated in sections 5.2.1 through 5.2.3,

remain as trade secrets of the submitting Respondent and are excluded from public inspection per TCA 47-25-1702, the Trade Secrets Act.

- 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.

PHASE	EVALUATION CATEGORY	MAXIMUM POINTS POSSIBLE
I	Mandatory Requirements Refer to RFQ Attachment 6.2., Section A	Pass/Fail
II	General Qualifications & Experience Refer to RFP Attachment 6.2., Section B	30
	Technical Qualifications & Approach Refer to RFP Attachment 6.2., Section C	40
III	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 0.80X to 1.20x. A score of 0 for this part will cause no relative modification to be made.
IIII	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 four-phase process; Mandatory Requirements, a Technical Response Evaluation (containing Qualifications, Experience, and Technical Approach), Interviews, 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. Phase I - Mandatory Requirements

The Procurement Officer will review each Mandatory Requirements (attached as RFQ Attachment 6.2., Section A) to determine compliance. If the Procurement Officer determines that a response failed to meet one or more of the mandatory requirements, the Procurement Officer shall 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 RFQ 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.

5.2.2. **Phase II, B and C - Technical Response Evaluation**

The Procurement Officer 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.

5.2.2.1. 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.

5.2.2.2. 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.

5.2.2.3. For each response evaluated, the Procurement Officer 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.

5.2.2.4. Procurement Officer will then calculate a Respondent's Initial Technical Evaluation Score in accordance with the formula below:

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

5.2.3. **PHASE III - 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 Procurement Officer 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.

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

- 5.2.3.2. Respondent interviews are only open to the invited Respondent, Proposal Evaluation Team members, the Procurement Officer, and any technical consultants who are selected by the State to provide assistance to the Proposal Evaluation Team.
- 5.2.3.3. 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.
- 5.2.3.4. Proposal Evaluation Team members will independently evaluate each interview in accordance with the RFP Attachment 6.2., Interview Evaluation Guide, Section D.
- 5.2.3.5. The Procurement Officer will calculate and document the average of the Proposal Evaluation Team member scores for RFP Attachment 6.2., Interview Evaluation Guide, Section D.
- 5.2.3.6. 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:

$$\text{Initial Technical Score} \times \left(1 + \frac{\text{Interview Score}}{25}\right) = \text{Modified Technical Score}$$

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

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

In the case interviews are waived, all Respondents that qualified to interview will be given a score of zero for their interview, on the -5 to +5 scale.

5.2.4. **Phase III - Cost Proposal Evaluation**

Cost Proposals will only be considered for those Respondents that have been invited to interview or in the case interviews are waived, all Respondents that qualified to interview. The Procurement Officer 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:

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

5.2.5. **Total Response Score**

The Procurement Officer 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 Procurement Officer 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 Procurement Officer will re-calculate scores for each remaining responsive Cost Proposal to determine (or re-determine) the apparent best evaluated proposal. The Procurement Officer 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.