



REQUEST FOR QUALIFICATIONS

For the Project Titled:

**Infrastructure Improvements
at I-24 Industrial Site
Manchester, Coffee County, Tennessee
SBC Project No. 170/008-01-2024**

Release Date: December 18, 2024

REQUEST FOR Qualifications

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1. INTRODUCTION

1.1. State 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 Qualifications ("RFQ") on behalf of the Department of Economic and Community Development ("ECD") to define the State's minimum service requirements, solicit responses, detail response requirements; and, outline the State's process for evaluating responses and selecting a firm to provide consultant services.

Through this RFQ, 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

STREAM is seeking qualified professionals to provide consulting and design services for the I-24 industrial Site. The consultant selected through this procurement will enter into a Master Contract agreement to provide task order-based consulting services requested by the State for work associated with marketing and development of the 1,000+/- acre I-24 industrial site. The scope of services may include services such as:

- Consulting;
- Programming;
- Marketing studies;
- Site investigation and master planning;
- Preliminary design and specification development for infrastructure;
- Technical assistance in utility capacity discussions and potential grant oversight; and
- Coordination of site development and construction by industrial tenants.

Through this procurement, the consultant may also be eligible to provide design services utilizing the Standard Form of Agreement between Owner and Designer (SBC-6) for scope related to the development of the site.

Qualification statements in response to this RFQ shall be submitted in accordance with the requirements provided herein.

The project will proceed upon consultant selection and approval of the consultant by the State Building Commission (SBC). The consultant will be retained and managed under standard STREAM procedures and SBC Commission Policy and Consultant Agreement.

1.3. Pro Forma Contract

Pro Forma Contract (attached as RFQ Attachment 6.5.) and contract attachments detail the State's requirements.

The *Pro Forma* Contract substantially represents the contract document that the successful Respondent must sign.

1.4. 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.

1.5. RFQ Communications

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

SBC PROJECT No. 170/008-01-2024

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

1.5.2.1. Any entity or individual responding or intending to respond to this RFQ ("Respondent") must direct communications concerning this RFQ to the following person designated as the Procurement Officer:

Nickie Smith, Procurement Officer
Department of General Services
Phone: (615) 428-9840
Email: Nickie.Smith@tn.gov

1.5.2.2. 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 RFQ visit
<https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/go-dbe.html> / 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.

1.5.3. Only the State's official written responses and communications with Respondents are binding with regard to this RFQ. Oral communications between a State official and one or more Respondents are unofficial and non-binding.

1.5.4. 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 RFQ Section 2, Schedule of Events. If written

questions and comments are not received by the deadline, the State is not obligated to respond.

- 1.5.5. 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.
- 1.5.6. The State will convey all official responses and communications related to this RFQ to the prospective Respondents from whom the State has received a Notice of Intent to Respond (refer to RFQ Section 1.9.).
- 1.5.7. The State reserves the right to determine, at its sole discretion, the method of conveying official, written responses and communications related to this RFQ. 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-qualification--rfqs-.html>
- 1.5.8. 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 RFQ. The State's official, written responses will constitute an amendment of this RFQ.
- 1.5.9. Any data or factual information provided by the State (in this RFQ, an RFQ amendment, or any other communication relating to this RFQ) 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.

1.6. Assistance to Respondents with a Handicap or Disability

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

1.7. Respondent Required Review & Waiver of Objections

- 1.7.1. Each prospective Respondent shall carefully review this RFQ, including but not limited to, attachments, amendments, questions, comments, defects, objections, or any other matter requiring clarification or correction (collectively called "Questions and Comments").
- 1.7.2. Any prospective Respondent having Questions and Comments concerning this RFQ must provide them in writing to the State no later than the written Questions & Comments Deadline detailed in the RFQ Section 2, Schedule of Events.

- 1.7.3. Protests based on any objection to the RFQ 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.

1.8. Pre-Response Conference [OPTIONAL – VIRTUAL]

A Pre-Response Conference will be held at the time and date detailed in the RFQ 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=md2203438ff803110806948a8f9579ba8>

Join by meeting number

Meeting number (access code): 2307 108 7502

Meeting password: kbH66Ayh98q

Join by phone

+1 615-747-4911 Webex Call-In

+1-415-655-0001 US Toll

[Global call-in numbers](#)

The purpose of the conference is to discuss the RFQ 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 RFQ in writing prior to the Written Questions & Comments Deadline date detailed in the RFQ 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 RFQ Section 1.9., and on the date detailed in the RFQ Section 2, Schedule of Events.

1.9. Notice of Intent to Respond

Before the Notice of Intent to Respond Deadline detailed in the RFQ 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 RFQ amendments or other notices and communications relating to this RFQ.

1.10. Response Deadline

A Respondent must ensure that the State receives a response no later than the Response Deadline time and date detailed in the RFQ Section 2, Schedule of Events. A Respondent must respond to this RFQ (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. RFQ SCHEDULE OF EVENTS

2.1. The following RFQ Schedule of Events represents the State's best estimate for this RFQ.

EVENT	TIME (central time zone)	DATE (all dates are State business days)
1. RFQ Issued		December 18, 2024
2. Disability Accommodation Request Deadline		December 23, 2024
3. Pre-Response Conference	2:00 pm	January 8, 2025
4. Notice of Intent to Respond Deadline		January 9, 2025
5. Written "Questions & Comments" Deadline	2:00 pm	January 17, 2025
6. State Response to Written "Questions & Comments"		January 22, 2025
7. Response Deadline	2:00 pm	January 27, 2025
8. State Completion of Technical Submittal Evaluations		January 31, 2025
9. State Issues Notice of Intent to Award and RFQ Files Opened for inspection		February 3, 2025
10. Protest period ends		February 10, 2025
11. State Building Commission (SBC) Approval Sought		March 13, 2025
12. Anticipated Contract Signature Deadline		April 3, 2025

2.2. **The State reserves the right, at its sole discretion, to adjust the RFQ Schedule of Events as it deems necessary.** Any adjustment of the Schedule of Events will constitute an RFQ amendment, and the State will communicate such to potential Respondents from whom the State has received a Notice of Intent to Respond (refer to RFQ Section 1.9.).

3. RESPONSE REQUIREMENTS

3.1. Response Contents: A response to this RFQ should address the following:

- 3.1.1. **Technical Response.** RFQ 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 RFQ 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 oversized 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 RFQ 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 RFQ and the RFQ 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 RFQ Attachment 6.2., Technical Response & Evaluation Guide.

3.2. Response Delivery

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

All Technical Responses shall be **e-mailed** to:

Nickie Smith, Procurement Officer

Email: Nickie.Smith@tn.gov

The Subject of the email should be:

"SBC Project No. 170/008-01-2024 TECHNICAL RESPONSE FROM [RESPONDENT LEGAL ENTITY NAME]"

3.3. Response Format (Electronic Format)

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

3.3.2. A Respondent must submit, **via e-mail**, the **Technical Response** documents as specified below.

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

"SBC Project No. 170/008-01-2024 TECHNICAL RESPONSE FROM [RESPONDENT LEGAL ENTITY NAME]"

Technical Response document with the file name:

"SBC Project No. 170/XXX-XX-2024 TECHNICAL RESPONSE FROM [RESPONDENT LEGAL ENTITY NAME]"

3.3.3. The *Pro Forma* Contract Information Sheet (attached as RFQ Attachment 6.3), 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 RFQ. 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 RFQ, 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 RFQ), unless expressly requested in this RFQ. The State may consider a response of alternative goods or services to be non-responsive and reject it.

3.4.4. A Respondent must not provide, for consideration in this RFQ 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.

- 3.4.5. A Respondent must not submit more than one Technical Response in response to this RFQ, except as expressly requested by the State in this RFQ. If a Respondent submits more than one Technical Response, the State will deem all of the responses non-responsive and reject them.
- 3.4.6. 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).
- 3.4.7. 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 RFQ:
 - 3.4.7.1. An individual will be deemed a State employee until such time as all compensation for salary, termination pay, and annual leave has been paid;
 - 3.4.7.2. 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
 - 3.4.7.3. 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.
- 3.4.8. 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.
- 3.4.9. 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.
- 3.4.10. 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 RFQ is also subject to *Tennessee Code Annotated*, Section 12-4-101

3.5.2. This RFQ 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 RFQ 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 RFQ 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. RFQ Amendment

The State reserves the right to amend this RFQ at any time, provided that it is amended in writing. However, prior to any such amendment, the State will consider whether it would negatively impact the ability of potential Respondents to meet the deadlines and revise the RFQ Schedule of Events if deemed appropriate. If a RFQ amendment is issued, the State will convey it to potential Respondents who submitted a Notice of Intent to Respond (refer to RFQ Section 1.9.). A Respondent must respond, as required, to the final RFQ (including its attachments) as may be amended.

4.2. RFQ Cancellation

The State reserves the right, at its sole discretion, to cancel the RFQ or to cancel and reissue this RFQ 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 RFQ. Notwithstanding the foregoing, the State reserves the right to waive, at its sole discretion, minor variances from full compliance with this RFQ. If the State waives variances in a response, such waiver shall not modify the RFQ requirements or excuse the Respondent from full compliance, and the State may hold any Respondent to strict compliance with this RFQ.

4.4. Assignment

The Respondent may not subcontract, transfer, or assign any portion of the Contract awarded as a result of this RFQ without prior approval of the State. The State reserves the right to refuse approval, at its sole discretion, of any subcontract, transfer, or assignment.

4.5. Insurance

The State will require the apparent successful Respondent to provide proof of insurance coverage as required by the *Pro Forma* Contract (attached as RFQ Attachment 6.5.). 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 shall be in form and substance acceptable to the State.

4.6. Professional Licensure and Department of Revenue Registration

4.6.1. Before the response to this RFQ 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.

4.6.2. 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 RFQ, must be properly licensed to render such opinions.

- 4.6.3. Before the Contract resulting from this RFQ 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 RFQ 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 responses 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 the responses are opened.
- 4.7.3. Upon completion of response evaluations, indicated by public release of Evaluation Notice, 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 Consultant who is awarded the contract must submit appropriate documentation with the Department of Finance and Administration, Division of Accounts.
- 4.8.2. This RFQ and its Consultant 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 Consultant 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 RFQ (or any amendment thereof) or responsible for any goods delivered or services rendered by the Consultant, even goods delivered or services rendered in good faith and even if the Consultant 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 RFQ.

4.9. Severability

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

4.10. Joint Ventures

STREAM and ECD prefer a single consultant firm as consultant with business partners and consultants that serve under the consultant firm. However, 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 RFQ, 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 RFQ;
- 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 RFQ or each joint venture participant must meet the licensure requirements stated in Section 4.6 of this RFQ;
- 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 state in the RFQ, or each joint venture participant must meet the insurance requirements stated in this RFQ. A certificate of insurance must be submitted to provide proof of compliance with the insurance requirements; and
- f. Each joint venture participant must individually provide all documentation required for a review of financial responsibility and stability. A sub-contractor to a Respondent is not a joint venture participant.

5. PROCUREMENT PROCESS & CONTRACT AWARD

5.1. Evaluation Categories & Maximum Points

The State will consider qualifications, experience, and technical approach in the evaluation of proposals and award points in each of the categories detailed below (up to the maximum evaluation points) to each apparently responsive proposal. Each category is weighted as follows and 100 points is the maximum total number of points which may be awarded:

Parts	EVALUATION CATEGORY	MAXIMUM POINTS POSSIBLE
One	Mandatory Requirements Refer to RFQ Attachment 6.2., Section A	Pass/Fail
Two	General Qualifications & Experience Refer to RFP Attachment 6.2., Section B	60
	Technical Qualifications, Experience & Approach Refer to RFQ Attachment 6.2., Sections C	40

5.2. Evaluation Process

The evaluation process is designed to award the contract resulting from this RFQ 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 RFQ. "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 Part One (Mandatory Qualifications), and Part Two (Technical Response Evaluation containing Qualifications, Experience, and Technical Approach).

The apparent successful Respondent will be identified by the Qualified Proposal having the highest Total Response Technical Score (total of Section B and Section C).

5.2.1. Part One - Mandatory Requirements

The Procurement Officer will review each Mandatory Requirement (See RFQ Attachment 6.2., Technical Response & Evaluation Guide, Section A— Mandatory Requirements), 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:

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

5.2.2. **Part Two - Technical Response Evaluation**

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

- 5.3. 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 shall put any resulting clarification in writing as may be required and in accordance with any deadline imposed by the State.
- 5.4. The State reserves the right to receive an oral presentation from, or conduct interviews with, Respondents responding to the RFQ. Oral presentations and the number of firms interviewed are at the sole discretion of the State. Presentations or interviews will be scheduled by the State and included as a component of response documents.
- 5.5. For each response evaluated, the Procurement Officer will calculate the average of the Proposal Evaluation Team member scores for RFQ Attachment 6.2., Technical Response & Evaluation Guide, and record each average as the response score for the respective Technical Response section.

Total Response Technical Score will be totaled by adding the Section B Respondent Average to the Section C Respondent Average. That formula is:

$$\begin{aligned} & \text{Section B Respondent Average} + \text{Section C Respondent Average} \\ & = \text{Total Response Technical Score} \end{aligned}$$

5.6. **Contract Award Process**

- 5.6.1. Upon completion of the technical response evaluation, the State shall issue to all Respondents a "Notice of Intent to Award" identifying the apparent best evaluated Respondent with the highest Total Response Technical Score, and make the RFQ files open for public inspection. The Notice of Intent to Award date is detailed in RFQ Section 2, Schedule of Events. The Notice of Intent to Award shall not create rights, interests, or claims of entitlement in the Respondent named in the Notice of Intent to Award.
- 5.6.2. The Respondent with the highest Total Response Technical Score will be recommended to the State Building Commission (SBC), or the or Office of the State Architect (OSA) for contract award.
- 5.6.3. The Respondent awarded the contract by the SBC **must** sign a contract drawn by the State pursuant to this RFQ. The contract shall be substantially the same as the *Pro Forma* Contract (attached as RFQ Attachment 6.5.).

5.7. **Protest Process**

Any protests or appeals of protests pursuant to this RFQ or the Evaluation Notice shall be handled in accordance with the SBC By-laws, Policy and Procedure Item 18.

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 RFQ 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 RFQ.
2. The Respondent will provide all specified goods or services as required by the contract awarded pursuant to this RFQ.
3. The Respondent accepts and agrees to all terms and conditions set out in the contract awarded pursuant to this RFQ.
4. The Respondent acknowledges and agrees that a contract resulting from the RFQ will incorporate, by reference, all Response responses as a part of the contract.
5. The Respondent will comply, as applicable, 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 best of the undersigned's knowledge, information or belief, the information detailed within the Response to the RFQ is accurate.
7. The Response submitted to the RFQ was independently prepared, without collusion, and 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 request or any potential resulting contract.
9. The Response submitted in response to the RFQ must remain valid for at least 120 days subsequent to the date of the Response opening and thereafter in accordance with any contract pursuant to the RFQ.
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."
11. The Respondent affirms the following statement as required by the Boycott of Israel, Code Ann. § 12-4-119. "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 it is not currently engaged in, and will not for the duration of the Contract, engage in a boycott of Israel, as identified by Code Ann. § 12-4-119.

By signature below, the signatory certifies legal authority to bind the responding entity to the provisions of this RFQ and any contract awarded pursuant to it. The State may, at its sole discretion and at any time, require evidence documenting the signatory's authority to be personally bound or to legally bind the responding entity.

DO NOT SIGN THIS DOCUMENT IF YOU ARE NOT LEGALLY AUTHORIZED TO DO SO BY THE ENTITY RESPONDING TO THIS RFQ.

SIGNATURE AND DATE:

PRINTED NAME AND TITLE:

RESPONDENT LEGAL ENTITY NAME:

FEIN or SSN

QUALIFICATIONS & 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 proposal page number for each item in the appropriate space below.

The Procurement Officer will review the proposal to determine if the General Business Requirement Items are addressed as required and mark each with Yes (Y) or No (N). For each item that is not addressed as required, the Proposal Evaluation Team will review the proposal and attach a written determination. In addition to the General Business Requirement Items, the Procurement Officer will review each proposal for compliance with all RFQ requirements.

RESPONDENT LEGAL ENTITY NAME:			
Proposal Page # (Respondent completes)	Item Ref.	Section A— Mandatory Requirements	State Use Only
			Responsive Y/N
		The Technical Response must be delivered to the State no later than the Technical Response Deadline specified in the RFQ § 2, Schedule of Events.	
		The Technical Response must not be more than 75 standard 8 ½" x 11" pages (although some oversize exhibits such as schedules and large reports are permissible) including all required forms, letters, cover pages and other documents. Oversize pages shall be exhibits only and must not be question responses, resumes, or other standard documents in an attempt to add additional content. If the total number of pages as described above exceeds 75 as displayed in pdf reading software, the submission will be considered non-responsive and will be rejected.	
		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, telephone number, and facsimile number of the person the State should contact regarding the response.	
	A.2.	Describe the Respondents form of business (i.e., individual, sole proprietor, corporation, non-profit corporation, partnership,	

RESPONDENT LEGAL ENTITY NAME:			
Proposal Page # (Respondent completes)	Item Ref.	Section A— Mandatory Requirements	State Use Only
			Responsive Y/N
		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 RFQ Attachment 6.1.) completed and signed by an individual empowered to bind the Respondent to the provisions of this RFQ and any resulting contract. The document must be signed without exception or qualification.	
	A.4.	<u>Pro Forma Contract Information Sheet:</u> Provide the completed <i>Pro Forma</i> Contract Information Sheet (attached as RFQ Attachment 6.3.).	
	A.5.	<u>Insurance:</u> Provide a Certificate of Insurance (ACCORD) stating the Respondent's capability to provide insurance for this Project in accordance with RFQ Section 4.5.	
	A.6	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.7	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.8	Provide a statement and any relevant details addressing whether the Respondent is any of the following: 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 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; 3) is presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local)	

RESPONDENT LEGAL ENTITY NAME:			
Proposal Page # (Respondent completes)	Item Ref.	Section A— Mandatory Requirements	State Use Only
			Responsive Y/N
		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.	
	A.9	<p><u>Conflict of Interest:</u> Provide a statement, based upon reasonable inquiry, of whether the Respondent or any individual who shall 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 shall be solely within the discretion of the State, and the State reserves the right to cancel any award.</i></p>	
	A.10	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 RFQ, have been convicted of, pled guilty to, or pled nolo contendere, to any contract crime as defined in TCA §12-4-601, et. seq. If so, include an explanation providing relevant details.	
	A.11	List jurisdictions and trade categories in which your organization is legally qualified to do business, and include registration or license numbers, if applicable.	
	A.12	<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.13	Provide a statement of whether there is any material, pending litigation against the Respondent that the Respondent should reasonably believe could adversely affect its ability to meet contract requirements pursuant to this RFQ or is likely to have a material adverse effect on the Respondent's financial condition.	

RESPONDENT LEGAL ENTITY NAME:			
Proposal Page # (Respondent completes)	Item Ref.	Section A— Mandatory Requirements	State Use Only
			Responsive Y/N
		<p>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 RFQ.</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>	
	A.14	<p>Provide documentation of the Respondent's existing programs, if any, related to diversity as represented by the following. If the Respondent does not have existing diversity programs, simply state that.</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. 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>, minority, women, service-disabled veteran, persons with disabilities, or small business); and c) contractor contact name and telephone number. 3) <u>Certifications and Workforce</u>. Provide the Respondent's certifications as a diversity business, if applicable, as certified by the Governor's Office of Diversity Business Enterprise (Go-DBE) specifying minority, women, service-disabled veteran, persons with disabilities, and small business enterprises. Also, provide the percentage of the Respondent's total current employees by ethnicity and gender. <p><i>NOTE: In order to claim status as a Diversity Business Enterprise under this contract, businesses must be certified by the Tennessee 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>	

RESPONDENT LEGAL ENTITY NAME:			
Proposal Page # (Respondent completes)	Item Ref.	Section A— Mandatory Requirements	State Use Only
			Responsive Y/N
<i>State Use – Procurement Officer Signature, Printed Name & Date:</i>			

End of Section A

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.

RESPONDENT LEGAL ENTITY NAME:		
Proposal Page # (Respondent completes)	Item Ref.	Section B— General Qualifications & Experience Items
	B.1	<p><u>Relevant Previous Experience</u></p> <p>Describe the firm’s credentials to deliver the services needed for this project. Documentation should include information demonstrating performance of the organization’s support structure and leadership personnel that oversees projects of similar magnitudes, scope, complexities, and technicalities.</p>
	B.2	<p><u>Case Studies</u></p> <p>Provide information on up to five detailed case studies of projects with similar scope, complexity, and magnitude that were performed by the Respondent’s proposing office (not the whole company if multiple offices exist). The case studies may include on-going and completed (preferably within the last five years) projects. List projects starting with the most recent. Respondent shall provide the following information for each case study:</p> <ul style="list-style-type: none"> • Brief narrative outlining the project including services provided and how those services relate to this project. • Contact information for an owner representative reference for each project including contact name, telephone number, and e-mail address. The Owner may contact references given as well as any other source available. <p>The Owner may contact references given as well as any other source available.</p>
	B.3	<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. Work should only represent the work of the respondent’s proposing office, however additional information related to the company as a whole may also be included.</p>
	B.4	<p><u>Subcontractor Selection Process</u></p> <p>For subconsultants included as part of the firm’s team, provide the same information as in B.2 above for up to two of the subconsultant’s projects completed within the last five years and that are of similar type, scope, and complexity for their portion of work.</p>
	B.5	<p><u>Continuous Improvement Process</u></p>

RESPONDENT LEGAL ENTITY NAME:		
Proposal Page # (Respondent completes)	Item Ref.	Section B— General Qualifications & Experience Items
		Do you have a continuous improvement process? If so, please describe the process.
	B.6	<p><u>Previous State of Tennessee Work</u></p> <p>Provide a list of all State of Tennessee projects on which your firm has served as the prime consultant within the past eight years. The list should contain the project title, SBC Number, and contract value. If you have not served as the prime consultant on a State of Tennessee project, indicate such and provide a brief narrative as to your firm's history confirming you understand STREAM Design Guidelines and State procedures, and document your experience using similar processes with other clients in general terms.</p>
<p>SCORE (for <u>all</u> Section B—Qualifications & Experience Items above): (maximum possible score = 60)</p>		
State Use – Evaluator Identification:		

End of Section B

QUALIFICATIONS & EVALUATION GUIDE

SECTION C: TECHNICAL QUALIFICATIONS, EXPERIENCE & APPROACH. 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 proposal page number for each item in the appropriate space below. Proposal Evaluation Team members will evaluate and assign one score for all responses to Section C— General Qualifications & Experience Items.

RESPONDENT LEGAL ENTITY NAME:		
Proposal Page # (Respondent completes)	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 including proposed subconsultant personnel. Identify individuals who will be assigned to perform duties under the Agreement. Also include others, including subconsultants, who comprise the project team, as well as those who may be reporting to State officials regarding project deliverables. 2) Explain the criteria used in developing this team. 3) Provide concise summary resumes of these key personnel, including subconsultants. <ol style="list-style-type: none"> a) Detail each individual's position/role with the Respondent's team. b) Highlight applicable experience, positions, and/or work demonstrating similar responsibility. 4) Utilizing an organization chart: <ol style="list-style-type: none"> a) Indicate lines of authority; b) Demonstrate the relationships of individuals to provide services related to the scope of services. If subconsultant(s) will be used, include them in the chart with a designation that they are a subconsultant.
	C.2.	<p><u>Project Approach</u></p> <p>Discuss your team's approach to accomplish the work of this project. Define all the services that will be included by the firm/team. Explain how the firm will address the various elements of the project including, but not limited to, marketing studies, grant oversight, master planning, roadway facility location and conceptual design, utility facility location and conceptual design, special requirements of the project, cost estimating, and full design of portions of infrastructure, etc. that will be needed to complete this project. Demonstrate ability of firm to retain confidential information and methods of securing information.</p>
	C.3.	<u>Reporting</u>

RESPONDENT LEGAL ENTITY NAME:			
Proposal Page # (Respondent completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items	
		<ol style="list-style-type: none"> 1) Describe how the firm will approach and document the various aspects of the project. 2) 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: <ol style="list-style-type: none"> a) Provide the firm and subconsultant office location(s) that will be supporting this project; b) If the firm and/or subconsultants have multiple locations serving this project describe how personnel from each location are involved. c) Project Documentation; and d) Document sharing and control and specifically classified documents. 3) Provide examples of reports to be provided at project meetings, including but not limited to, project summaries, reports and schedules. 	
		SCORE (for <u>all</u> Section C—Qualifications & Experience Items above): (maximum possible score = 40)	
State Use – Evaluator Identification:			
State Use – Procurement Officer Signature, Printed Name & Date:			

End of Section C

PRO FORMA CONTRACT – CONTACT INFORMATION SHEET

Project Information	
Project Title:	
Facility Name:	
Location:	
SBC Project No.:	

Consultant Information			
Consultant: (Legal Entity Name)			
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
GENERAL QUALIFICATIONS & EXPERIENCE (maximum: 60)			
EVALUATOR 1			
EVALUATOR 2			
REPEAT AS NECESSARY			
Section B Respondent Average:			
TECHNICAL QUALIFICATIONS, EXPERIENCE & APPROACH (maximum: 40)			
EVALUATOR 1			
EVALUATOR 2			
REPEAT AS NECESSARY			
Section C Respondent Average:			
TOTAL RESPONSE EVALUATION SCORE: (maximum: 100)			
Procurement Officer Signature, Printed Name & Date:			

Total Response Evaluation Score will be totaled by adding the Section B Respondent Average to the Section C Respondent Average. That formula is:

$$\text{Section B Respondent Average} + \text{Section C Respondent Average} = \text{Total Response Evaluation Score}$$

RFQ Attachment 6.5. Pro Forma Contract
SBC Project No. **170/008-01-2024**

**MASTER CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF GENERAL SERVICES
FOR
DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT
AND
CONSULTANT NAME
TO
SBC PROJECT NUMBER 170/XXX-XX-2024**

The Master Contract, by and between the State of Tennessee, **Department of General Services for Department of Economic and Community Development**, hereinafter referred to as the "State" and **Consultant Legal Entity Name**, hereinafter referred to as the "Consultant," is for the provision of I-24 industrial site services as further defined in the "SCOPE OF SERVICES."

The Consultant is **a/an Individual, Limited Liability (Member Managed, Director Managed, Manager Managed, or Board Managed), Corporation (For Profit or Non-Profit), Sole Proprietorship, Partnership, Limited Partnership, or Joint Venture.**

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

Consultant Edison Registration No.: **Number**

Secretary of State Registration No.: **Number**

A. SCOPE OF SERVICES:

- A.1 The Consultant shall provide all services and deliverables as required, described, and detailed herein and shall meet all service and delivery timelines as specified by the Master Contract and task orders issued under the Master Contract ("Task Order"). The parties acknowledge that Consultant may be requested to perform full design services pursuant to a separate contract (SBC-6).
- A.2 **The services requested in the Task Orders will be** for work associated with marketing and development of the 1,500+/- acre I-24 industrial site and may include services such as: consulting, programming, marketing studies, site investigation and master planning, preliminary design and specification development for infrastructure, technical assistance in utility capacity discussions and potential grant oversight, and coordination of site development and construction by industrial tenants. **All work done by the Consultant shall be approved in writing by the State prior to the start of the work.**
- A.3 Task Orders will be initiated by the State's issuance of a consulting services RFP (a "Consulting Services RFP"), the form of which is attached hereto as Attachment A. Consultant shall provide a timely response to a Consulting Services RFP in writing detailing how Consultant proposes to perform the requested services (including the engagement of any third parties), confirmation of the time period for completion of the requested services, and a not to exceed amount to perform the requested services (a "Consulting Services RFP Response"). The parties shall discuss the Consulting Services RFP Response to confirm that it meets the State's needs, and the Consulting Services RFP Response may be modified in response to those discussions. If the State elects to engage Consultant to perform any or all the services set forth in the Consulting Services RFP Response, the State shall issue a Task Order to Consultant, the form for which is attached hereto as Attachment B. The "not to exceed" amount set forth in the Task Order shall be applied against the maximum liability of the Master Contract. The scope or time period of a Task Order may be modified through a similar process for any Task Order issued during the term of the Master Contract.

B. CONTRACT PERIOD:

- B.1 Contract Period. The Master Contract shall be effective for the period commencing on the date of full and complete execution of the Master Contract and ending on the earlier to occur of (i) the date upon which the maximum liability of the Master Contract has been fully expended; (ii) the date the State closes out the project for the Infrastructure Improvements at the I-24 Industrial Site (SBC Project No. 170/XXX-XX-2024) and sends written notice of the same to Consultant; and (iii) the date the State terminates the Master Contract in accordance with Sections D.3 or

D.4 below.-The Consultant hereby acknowledges and affirms that the State shall have no obligation for services rendered by the Consultant which were not performed within this specified contract period.

B.2 Term Extension. The State reserves the right to extend the Master Contract for an additional period or periods of time representing increments of no more than one year and a total Master Contract term of no more than five years, provided that such an extension the Master Contract term is effected prior to the current Master Contract expiration date by means of a Master Contract Amendment. If a term extension necessitates additional funding beyond that which was included in the original Master Contract, an increase of the State's maximum liability will also be effected through Master Contract Amendment, and shall be based upon payment rates provided in the original Master Contract.

B.3 In Process Work Term Extension. The Master Contract shall be automatically extended for a period beginning at the end of the final term for the purpose of completing all work activities associated with any Task Orders issued during the term of the Master Contract.

C. PAYMENT TERMS AND CONDITIONS:

C.1 Maximum Liability. In no event shall the maximum liability of the State for Task Orders under the Master Contract exceed **Eight Hundred Forty-Five Thousand and No/100ths Dollars (\$845,000.00)**. The maximum liability represents the maximum amount of available funds across all master contracts written under SBC Project No. **170/XXX-XX-2024** and does not guarantee payment of any such funds to Consultant under the Master Contract unless the State requests services pursuant to a Task Order and Consultant performs said services.

Consultant is not entitled to be paid any sums for any work not requested by the State pursuant to a Task Order.

Notwithstanding anything to the contrary in the Master Contract, the not to exceed amount of each Task Order shall constitute the maximum compensation due to the Consultant for all services and Consultant obligations under such Task Order and the Master Contract regardless of the difficulty, hours worked, materials or equipment required, taxes, fees, overheads or any other direct or indirect costs incurred or to be incurred by Consultant.

The State is under no obligation to request services of any kind from Consultant during any period of the Master Contract and shall have the right to engage other consultants to perform services if the State determines that it is in the State's best interest to select another consultant to provide such services.

C.2 Compensation Firm. The maximum liability of the State under the Master Contract is firm for the duration of the Master Contract and is not subject to escalation for any reason unless amended. Payment rates are as defined in Section C.3.

C.3 Payment Methodology. The Consultant shall be compensated by the State in accordance with Task Orders issued under the Master Contract. The Consultant's compensation shall be contingent upon the satisfactory completion of units, milestones, increments of service, or other authorized work, as defined in the applicable Task Order.

C.4 Travel Compensation. Compensation to the Consultant for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time. The Consultant must include (in addition to other invoice requirements of the Master Contract) a complete itemization of travel compensation requested in accordance with and attaching to the invoice appropriate documentation and receipts as required by the above-referenced "State Comprehensive Travel Regulations." The Consultant shall include estimated travel in each Consulting Services RFP Response.

C.5 Invoice Requirements. The Consultant shall invoice the State only for completed increments of service set forth in Task Orders and calculated in accordance with Sections C.3 and C.4 above, and present said invoices no more often than monthly, with all necessary supporting documentation.

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 Consultant);
- (2) Invoice Date;
- (3) Master Contract Number SBC Project No. 170/XXX-XX-2024
- (4) Customer Account Name: Department of General Services, Real Estate Asset Management;
- (5) Customer Account Number (assigned by the Consultant to the above-referenced State Agency);
- (6) Consultant Name;
- (7) Consultant Federal Employer Identification, Social Security, or Tennessee Edison Registration ID Number Referenced in Preamble of the Master Contract;
- (8) Consultant Contact for Invoice Questions (name, phone, and/or fax);
- (9) Consultant Remittance Address;
- (10) Description of Delivered Service;
- (11) Total Amount Due for delivered service (as stipulated in the applicable Task Order and calculated in accordance with Sections C.3 and C.4. above); and
- (12) Further, 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 being invoiced for the period involved, the total amount of previously invoiced expenditures to-date, and the balance to finish amount remaining in the Task Order.

b. The Consultant understands and agrees that an invoice under a Task Order shall:

- (1) include only charges for service described in the applicable Task Order 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; and
- (3) initiate the timeframe for payment (and any discounts) only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this Section C.5.

The State requires the submission of invoices through the e-Builder electronic project management system.

C.6 Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any payment, invoice, or matter in relation thereto. A payment by the State 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 Consultant's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, 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 State reserves the right to deduct from amounts, which are or shall become due and payable to the Consultant under this or any contract between the Consultant and the State of Tennessee any amounts, which are or shall become due and payable to the State of Tennessee by the Consultant.

C.9 Prerequisite Documentation. The Consultant shall not invoice the State for a Task Order under the Master Contract until the State has received the following documentation properly completed.

- a. The Consultant shall complete, sign, and present to the State an "Authorization Agreement for Supplier Direct Deposit Form". By doing so, the Consultant acknowledges and agrees that, once said form is received by the State, all payments to the Consultant, under this or any other contract the Consultant has with the State of Tennessee shall be made by Direct Deposit. This form can be found at State of TN Supplier Direct Deposit Authorization.pdf. Please follow the instructions at the top of the form regarding submission of the form.

- b. The Consultant 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 Consultant's Federal Employer Identification Number or Tennessee Edison Registration ID referenced in the Master 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 as indicated at the top of the form regarding submission of the form.

D. STANDARD TERMS AND CONDITIONS:

- D.1 Required Approvals. The State is not bound by the 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 the Master Contract, said officials may include, but are not limited to the Commissioner of General Services, the Office of the State Architect, the Comptroller of the Treasury, and the Office of the Attorney General).
- D.2 Modification and Amendment. The 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 amendment, any additional officials required by Tennessee laws and regulations (said officials may include, but are not limited to, the Commissioner of General Services, the Office of the State Architect, the Comptroller of the Treasury, and the Office of the Attorney General).
- D.3 Termination for Convenience. The State may terminate the Master Contract or any Task Order without cause for any reason. Said termination shall not be deemed a breach of contract by the State. The State shall give the Consultant at least thirty days written notice before the effective termination date. The Consultant shall be entitled to compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Consultant for compensation for any service which has not been rendered. Upon such termination, the Consultant 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 State's exercise of its right to terminate the Master Contract for convenience relieve the Consultant of any liability to the State for any damages or claims arising under the Master Contract. The parties acknowledge and agree that termination of a specific Task Order shall not result in the termination of the Master Contract or any other Task Orders unless the termination expressly states that other Task Orders or the Master Contract and all other Task Orders are being terminated.
- D.4 Termination for Cause. If the Consultant fails to properly perform its obligations under the Master Contract or any Task Order in a timely or proper manner, or if the Consultant materially violates any terms of the Master Contract or a Task Order ("Breach Condition"), the State shall have the right to immediately terminate the Master Contract or Task Order and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Consultant shall not be relieved of liability to the State for damages sustained by virtue of any Breach Condition and the State may seek other remedies allowed by law or in equity for breach of the Master Contract or a Task Order. The parties acknowledge and agree that termination of a specific Task Order shall not result in the termination of the Master Contract or any other Task Orders unless the termination expressly states that other Task Orders or the Master Contract and all other Task Orders are being terminated.
- D.5 Assignment and Subcontracting. The Consultant shall not assign the Master Contract or enter into a subcontract for any of the services performed under the Master Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of the Master Contract pertaining to "Conflicts of Interest", "Nondiscrimination," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Consultant shall be the prime contractor and shall be responsible for all work performed.
- D.6 Conflicts of Interest. The Consultant warrants that no part of the total Master Contract Amount 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

contractor to the Consultant in connection with any work contemplated or performed relative to the Master Contract.

The Consultant acknowledges, understands, and agrees that the Master Contract shall be null and void if the Consultant is, or within the past six months has been, an employee of the State of Tennessee or if the Consultant 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 Consultant acknowledges, understands, and agrees that it and its performance under the Master Contract are subject to State Building Commission Policy and Procedure 12.02, "Organizational Conflicts of Interest," (the "SBC Conflict Policy"), and that Consultant has read and understands all of the provisions and requirements of same.

- D.7 Nondiscrimination. The Consultant 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 the Master Contract or in the employment practices of the Consultant on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, or Tennessee State constitutional or statutory law. The Consultant shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- 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 the Master Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of the Master Contract.
- a. The Consultant agrees that the Consultant shall not knowingly utilize the services of an illegal immigrant in the performance of the 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 the Master Contract. The Consultant shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document at Exhibit A, hereto, with each invoice, as described in Section C.5, during the period of the Master Contract. If the Consultant is a party to more than one contract with the State, the Consultant may submit one attestation that applies to all contracts with the State. All Consultant attestations shall be maintained by the Consultant and made available to State officials upon request.
 - b. Prior to the use of any subcontractor in the performance of the Master Contract, and semi-annually thereafter, during the Term, the Consultant 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 the 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 the Master Contract. Attestations obtained from subcontractors shall be maintained by the Consultant and made available to State officials upon request.
 - c. The Consultant shall maintain records for all personnel used in the performance of the Master Contract. Consultant's records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.
 - d. The Consultant 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 the 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 not authorized to be employed in the U.S.; or (v) otherwise authorized to provide services under the Master Contract.
- D.9 Licensure. The Consultant 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 Consultant shall maintain documentation for all charges under the Master Contract. The books, records, and documents of the Consultant, for work performed or money received under the 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, 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 Consultant's activities conducted and records maintained pursuant to the Master Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.12 Progress Reports. The Consultant shall submit brief, periodic, progress reports to the State as requested.
- D.13 Strict Performance. Failure by any party to the Master Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of the Master Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of the Master Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.14 Independent Consultant. The parties hereto, in the performance of the 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 the 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.
- D.15 Limitation of State's Liability. The State shall have no liability except as specifically provided in the Master Contract. In no event will the State be liable to the Consultant 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 the Master Contract or otherwise. The State's total liability under the Master Contract (including any exhibits, schedules, amendments, or other attachments to the Master Contract) or otherwise shall under no circumstances exceed the Maximum Liability. 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, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under the Master Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under the Master Contract arising from a Force Majeure Event is not a default under the 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 Consultant's representatives, suppliers, subcontractors, customers, or business apart from the Master Contract is not a Force Majeure Event under the Master Contract. Consultant will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State 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. Consultant will not increase its charges under the Master Contract or

charge the State any fees other than those provided for in the Master Contract as the result of a Force Majeure Event.

- D.17 State and Federal Compliance. The Consultant shall comply with all applicable State and Federal laws and regulations in the performance of the Master Contract.
- D.18 Governing Law. The Master Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Tennessee Claims Commission or the state or federal courts in Tennessee shall be the venue for all claims, disputes, or disagreements arising under the Master Contract. The Consultant acknowledges and agrees that any rights, claims, or remedies against the State of Tennessee or its employees arising under the Master Contract shall be subject to and limited to those rights and remedies available under Tenn. Code Ann. §§ 9-8-301 through 9-8-311.
- D.19 Entire Agreement. The 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. The 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 the 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 the end, the terms and conditions of the Master Contract are declared severable.
- D.21 Headings. Section headings of the Master Contract are for reference purposes only and shall not be construed as part of the Master Contract.
- D.22 Boycott of Israel. Pursuant to Tenn. Code Ann. § 12-4-119, Consultant certifies that it is not currently engaged in, and will not for the duration of the Master Contract, engage in a boycott of Israel, as defined by Tenn. Code Ann. § 12-4-119(a)(1).
- D.23 Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101 et. seq., addressing contracting with persons as defined at T.C.A. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of the Master Contract. The Consultant certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.

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 the 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 the 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 EMAIL with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address or EMAIL address set forth below or to that of such party of address, as may be hereafter specified by written notice.

The State:
Deputy Commissioner of General Services or designee
State of Tennessee, Department of General Services
Real Estate Asset Management
312 Rosa L. Parks Avenue, 22nd Floor
Nashville, Tennessee 37243

The Consultant:
Consultant Name & Title
Firm Name
Address
City, State Zip
Email Address

Telephone # **Number**
Mobile # **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 Subject to Funds Availability. The Master Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Master Contract upon written notice to the Consultant. Said termination shall not be deemed a breach of Master Contract by the State. Upon receipt of the written notice, the Consultant shall cease all work associated with the Master Contract. Should such an event occur, the Consultant shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Consultant shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- E.4 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 the Master Contract to the contrary, the Consultant agrees that if it is later determined that the true nature of the working relationship between the Consultant and the State under the Master Contract is that of "employee/employer" and not that of an independent contractor, the Consultant, if a retired member of TCRS, may be required to repay to TCRS the amount of retirement benefits the Consultant received from TCRS during the Term.
- E.5 Tennessee Department of Revenue Registration. The Consultant 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 the Master Contract.
- E.6 Insurance. The Consultant shall carry adequate liability and other appropriate forms of insurance including without limitation, the coverages set forth in this Section E.6. Such insurance shall provide for policy limits equal or greater to the amounts set forth herein and shall list the State as additional insured.

A copy of the appropriate policy or a Certificate of Coverage fully listing all limits of liability shall verify all required insurance. Such insurance shall be maintained through the life of the Master Contract. Renewal policies or certificates of coverage must be forwarded to the State within thirty days upon issuance. Failure to maintain required insurance could be cause for cancellation of the Master Contract.

- a. Workers Compensation and Employer's Liability:
(without restriction as to whether covered by Workmen's Compensation law):
Workers Compensation: according to statute
Employer's Liability:
Each Accident: \$100,000
Disease – Policy Limit: \$500,000
Disease – Each Employee: \$100,000
- b. Commercial General Liability Insurance:
1. The Consultant shall maintain commercial general liability insurance, which shall be written on an Insurance Services Office, Inc. (also known as ISO) occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from property damage, premises/operations, independent contractors, contractual liability, completed operations/products, personal and advertising

injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

2. The Consultant shall maintain bodily injury/property damage with a combined single limit not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury and property damage, including products and completed operations coverage with an aggregate limit of at least \$2,000,000.

c. Business Automobile Liability:

Including owned, hired, and non-owned vehicles; or, if there are no owned vehicles, Consultant may provide written certification of such and provide coverage limited to hired and non-owned vehicles.

Bodily injury and property damage combined single limits:

Each Occurrence: \$1,000,000

- d. Professional Liability Insurance: Employed Architects and Engineers Professional liability shall be covered with a limit of not less than:

Each Claim: \$1,000,000

Aggregate: \$1,000,000

- E.7 Ownership of Documents. Upon completion or termination of the Master Contract, the documents provided by the Consultant to the State as instruments of professional services shall be the property of the State of Tennessee and may be used again by Consultant only for the benefit of the State and on authority of the State Building Commission. Originals of these documents may remain in the files of Consultant. Consultant and Consultant's consultants may reuse any portion of the work prepared for this Project for other projects. Except as set forth in the Master Contract or any subsequent contracts between Consultant and State, Consultant shall have no liability for future use by State of the instruments of professional service provided by Consultant under the Master Contract where Consultant is not engaged to provide services for future use.

(The remainder of this page left blank intentionally)

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:

CONSULTANT LEGAL ENTITY NAME:

Consultant Signatory, Consultant Title

DATE: _____

STATE OF TENNESSEE,

DEPARTMENT OF GENERAL SERVICES:

Matt Van Epps, 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 MASTER CONTRACT NUMBER:	170/XXX-XX-2024
CONSULTANT LEGAL ENTITY NAME:	
FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number)	

The Consultant, identified above, does hereby attest, certify, warrant, and assure that the Consultant shall not knowingly utilize the services of an illegal immigrant in the performance of the 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 the Master Contract.

CONSULTANT SIGNATURE

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

PRINTED NAME AND TITLE OF SIGNATORY

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

SUBJECT MASTER CONTRACT NUMBER:	170/XXX-XX-2024
CONSULTANT LEGAL ENTITY NAME:	
FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number)	

The Consultant, identified above, does hereby attest, certify, warrant, and assure that the Consultant shall not knowingly utilize the services of an illegal immigrant in the performance of the 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 the Master Contract.

CONSULTANT SIGNATURE

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

PRINTED NAME AND TITLE OF SIGNATORY



STREAM Consultant Services Contract Programming Consulting Request for Proposal Form

GENERAL INFORMATION:

Requesting Programming Development Manager:	Name:		
	Email:		
	Phone:		
SBC Project No.: <small>(STREAM or Agency Consultant Project Only)</small>		Date of Request:	Click here to enter a date.
		Funding Source: <small>(Speedchart or SBC No.)</small>	
<input type="checkbox"/> Programming Funds – CurrFunds-CapMaint <small>(Use Consultant SBC Project No. as Funding Source)</small>		<input type="checkbox"/> Various Agency Funds <small>(Use Agency Speedchart No. as Funding Source)</small>	
<input type="checkbox"/> Programming Funds – DGS Op Funds (PrePlan) <small>(Use Consultant SBC Project No. as Funding Source)</small>		<input type="checkbox"/> Various Project Funds <small>(Use SBC Project No. as Funding Source)</small>	
Is request associated with a Capital Budget submission? <input type="checkbox"/> Yes <input type="checkbox"/> No			
If yes, Capital Budget submission Fiscal Year:	YYYY	Agency Priority Number:	
Agency Name:			
Project Title:	Programming for (Insert Project Title Here)		
Facility/Site Name:			
City, County:			

REQUEST FOR PROPOSAL ISSUED TO:

Consultant Name:	Contact Name:	
	Phone:	
	Email:	

OWNER PROVIDED INFORMATION:Statement of Need:*(Insert Statement of Need Here)*Owner Contact Information

Agency:	
Contact Information:	
Site/Facility Address:	

Attachments: *(Adjust as applicable/available)*

1. Facility History
2. Facility Condition Assessment
3. Existing Facility Documents

REQUIREMENTS FOR REQUESTED CONSULTING SERVICES:

This Request for Proposal is for programming a project, therefore, include the Project Title listed above on all correspondence and deliverables related to this effort.

Phases, Scope, and Deliverables:Phase 1

Scope: Coordinate a meeting and/or site visit with the Owner to verify the Owner Provided Information including the investigation of existing conditions as applicable.

Deliverable: Provide an "Observation Summary Narrative" that establishes the Statement of Need including photographic documentation of existing conditions as applicable.

Phase 2

Scope: Develop a recommended solution that fully addresses the Statement of Need.

Deliverable: Provide a "Recommended Solution Narrative" to include a conceptual scope of work, broken out by logical means, related to the work to be performed; graphical documentation supporting the information being conveyed; and preliminary recommendations for project sequencing and approach.

Phase 3

Scope: Develop a formal program document that addresses the Statement of Need and conveys the required scope, budget, and schedule for the project to be used by the Owner to obtain project funding and approvals. It is the intent of the Owner to include the program document as a part of the Designer Agreement to establish the Owner requirements.

Deliverable: Provide a single, coordinated, and concise "Program Document" (See Attachment B for sample "Program Document" structure) to include:

- a. Executive summary defining the project's goals, objectives, and approach including site information and analysis; energy requirements; code requirements; licensing, certification, and/or accreditation requirements; and potential additional future needs.
- b. Detailed program information defining space descriptions, size, criteria, and relationships; equipment description, size, and criteria; and conceptual graphic documentation.
- c. Anticipated project design and construction durations by phase.
- d. Opinion of Probable Cost including firm name, date, estimator name, CSI divisions, and estimate assumptions. (See Attachment A for template with required level of detail).
- e. "Observation Summary Narrative" included as referenced appendix.

Phase 1 Calendar Days to Complete	
Phase 2 Calendar Days to Complete	
Phase 3 Calendar Days to Complete	
Total Calendar Days to Complete	

1. Submission of a Response to this Consulting Services Request for Proposal constitutes acknowledgement that Consultant has received, read, and understands the Request for Proposal and related project documents; and, if applicable, has visited the site and become familiar with local conditions under which work is to be performed, has correlated observations with requirements of documents which pertain to this work, and submits a Response in accordance therewith.
2. A Response to this Consulting Services Request for Proposal constitutes an offer open and irrevocable for a period of thirty (30) days following the date of the Consultant's signed submission, and that upon acceptance by the State shall become binding under the terms of the Master Consulting Services Contract.
3. The Response to this Consulting Services Request for Proposal shall include a Not-to-Exceed Budget for performing the proposed work, which budget shall include all estimated reimbursable expenses and any other costs associated with the performance of the work by the Consultant.
4. Work performed in response to this request shall not commence until a **Task Authorization** has been fully executed. Issuance of the executed **Task Authorization** shall serve as your Notice to Proceed, and the work shall be completed in the time specified in the **Task Authorization**.

RETURN RESPONSE TO THE REQUESTING ENVIRONMENTAL MANAGER LISTED ABOVE.

Attachment A

Opinion of Probable Cost Template

At a minimum, the Opinion of Probable Cost Estimate shall contain the following level of detail. Cost per Gross Square Foot (GSF) and Budget Amount should include applicable subcontractor markups.

Divisional Breakdown				
Division	Description	GSF	Cost per GSF	Budget Amount
01	General Requirements	Include in General Conditions below.		
02	Existing Conditions		\$0.00	\$0.00
03	Concrete		\$0.00	\$0.00
04	Masonry		\$0.00	\$0.00
05	Metals		\$0.00	\$0.00
06	Woods, Plastics, & Composites		\$0.00	\$0.00
07	Thermal and Moisture Protection		\$0.00	\$0.00
08	Openings		\$0.00	\$0.00
09	Finishes		\$0.00	\$0.00
10	Specialties		\$0.00	\$0.00
11	Equipment		\$0.00	\$0.00
12	Furnishings		\$0.00	\$0.00
13	Special Construction		\$0.00	\$0.00
14	Conveying Equipment		\$0.00	\$0.00
21	Fire Suppression		\$0.00	\$0.00
22	Plumbing		\$0.00	\$0.00
23	HVAC		\$0.00	\$0.00
26	Electrical and Communications		\$0.00	\$0.00
27	Communications		\$0.00	\$0.00
28	Electronic Safety & Security		\$0.00	\$0.00
31	Earthwork		\$0.00	\$0.00
32	Exterior Improvements		\$0.00	\$0.00
33	Utilities		\$0.00	\$0.00
	<<Add Other Divisions as Required>>			
Subtotal Direct Cost of Work				\$0.00
General Conditions – ___% of Subtotal Direct Cost of Work				\$0.00
Permitting – ___% of Subtotal Direct Cost of Work + General Conditions				\$0.00
Add Other Items as Applicable				\$0.00
Subtotal w/ Direct Overhead				\$0.00
General Contractor Overhead – ___% of Subtotal w/ Direct Overhead				\$0.00
General Contractor Profit – ___% of Subtotal w/ Direct Overhead + GC Overhead				\$0.00
Subtotal w/ General Contractor's Markup				\$0.00
Construction Contingency				\$0.00
Subtotal w/ Construction Contingency				\$0.00
Builder's Risk Insurance – ___% of Subtotal w/ Construction Contingency				\$0.00
Performance & Payment Bond – ___% of Subtotal w/ Construction Contingency				\$0.00
Total Construction Cost				\$0.00
Escalation – ___ Years at ___% of Total Construction Cost per Year				\$0.00
Total Escalated Construction Cost to the Year 20__				\$0.00

Attachment B

Program Document Structure

- I. Cover Page**
 - a. Project Title
 - b. Date
 - c. Agency Name
 - d. Facility/Site Name
 - e. City, County
 - f. Consultant Name
- II. Program Document** (all pages numbered sequentially)
 - a. Executive Summary: the project's goals, objectives, and approach including site information and analysis; energy requirements; code requirements; licensing, certification, and/or accreditation requirements; and potential additional future needs.
 - b. Detailed Program Information: space descriptions, size, criteria, and relationships; equipment description, size, and criteria; and conceptual graphic documentation.
 - c. Anticipated Design Durations by Phase
 - d. Anticipated Construction Duration
- III. Appendix A – Opinion of Probable Cost**
- IV. Appendix B – Observation Summary Narrative**

EXAMPLE



Real Estate Asset
Management (STREAM)

MASTER CONTRACT TASK ORDER FOR CONSULTING SERVICES

July 23, 2024

«ProcessFields_ConstantContact»

«ProcessFields_CompanyName»

«ProcessFields_ConstantAddress»

«ProcessFields_ConstantCity», «ProcessFields_ConstantState» «ProcessFields_ConstantZip»

RE: **Consulting Services Master Contract No.:** «Process_MasterSBC»-«Process_Subproject»
Commitment SBC Project No.: «ProcessFields_SBCNumber»
Funding Source: «ProcessFields_FundingSource»
Task Order No.: «ProcessFields_ConSubprojectNumber»-«ProcessFields_TaskOrderNumber»
 «ProcessFields_TaskOrderSubject»
 «ProcessFields_FacilityName»
 «ProcessFields_CityCountyStateZip»

Dear «ProcessFields_MailMergeConstantContact»,

Please consider this Master Contract Task Order ("Task Order") as your notice to proceed with the work set forth in the Cost Proposal (the "Authorized Work"), which has been attached hereto and shall be considered a part of this Task Order. This Task Order is issued pursuant to the terms of Professional Services Contract SBC Project No.

«ProcessFields_ConstantConsultingServicesMasterCo»-«ProcessFields_ConstantSubprojectNumber». If not specifically specified in the Cost Proposal, you are hereby authorized to make site visits and perform any other services necessary or desirable to allow you to complete the Authorized Work.

The approved budget for the Authorized Work is «ProcessFields_AmountinWords»/100ths Dollars («ProcessFields_ConstantProposalAmount»). This is a "Not to Exceed" budget and includes amounts for all reimbursable expenses (as defined in the **Consulting Services Master Contract**) that may be payable in connection with the completion of the Authorized Work. No amounts will be paid by the State in connection with the Authorized Work unless such sums have been previously approved in writing by the State. Services requested under this Task Order shall be complete by no later than «ProcessFields_DaystoCompleteinWords» («ProcessFields_DaystoComplete») calendar days from the date of commencement, subject to authorized adjustments as stipulated in the TASK ORDER.

Please reference the SBC Project No. «ProcessFields_SBCNumber», the **Task Order No.**

«ProcessFields_ConSubprojectNumber»-«ProcessFields_TaskOrderNumber» and the **Project Location and Description** on all correspondence and invoicing related to this Task Order. Electronic, scanned, or facsimile signatures shall have the same force and effect as original signatures.

APPROVED:

**STATE OF TENNESSEE
DEPARTMENT OF GENERAL SERVICES**

Executive Director of Capital Projects

Development Manager