

The Procurement Division of Knox County Tennessee will receive sealed Request for Qualifications (RFQ) for the provision of **Architectural and Engineering Services** as specified herein. Qualifications must be received by **2:00 p.m. on October 16, 2019**. Late Qualifications will be neither be considered nor returned.

**Deliver Qualifications to:**

**RFQ Number 2896  
Knox County Procurement Division  
Suite 100  
1000 North Central Street  
Knoxville, Tennessee 37917**

**The Envelope must show the Request for Qualifications Name, Number, & Closing Date.**

**SECTION I GENERAL TERMS AND CONDITIONS**

**1.1 ADDITIONAL INFORMATION:** Knox County wants requests for additional information routed to Tom Seagle, CPPB, Construction and Contracts Specialist, at 865.215.5603. Questions may be faxed to 865.215.5778 or emailed to [tom.seagle@knoxcounty.org](mailto:tom.seagle@knoxcounty.org). Information about the Knox County Procurement Division and current Solicitations may be obtained on the Internet at [www.knoxcounty.org/procurement](http://www.knoxcounty.org/procurement).

**1.2 ACCEPTANCE:** Respondents shall hold their submittal firm and subject to acceptance by Knox County for a period of ninety business days (90) from the date of the Qualification closing, unless otherwise indicated in their Qualification.

**1.3 AUDIT HOTLINE:** Knox County has established an Audit Hotline to report potential fraud and waste. To report potential fraud, waste or abuse, please call 1.866.858.4443 (toll-free). You can also file a report online by accessing <http://www.knoxcounty.org/hotline/index.php>.

**Vendors are hereby cautioned that this Audit Hotline does not replace the Award Protest Procedures found in Section VI, Item M of the Knox County Procurement Regulations.**

**1.4 AWARD:** It is the intent of Knox County to negotiate a fee and enter into a contract with a firm to provide design and engineering services for the listed project(s). The most current version of the "Standard Form of Agreement between Owner and Architect" (AIA document B101) will be used as the basic contract between Knox County and the successful firm(s). Additional terms and conditions as described in the included "Attachment A" shall be included in the contract.

**1.5 BUSINESS OUTREACH PROGRAM:** Knox County has established a Business Outreach Program, which has the responsibility of increasing opportunity for small, minority and women owned businesses. This is being accomplished through community education programs, policy edification, active recruitment of interested businesses and process re-engineering.

Knox County is committed to ensuring full and equitable participation for all disadvantaged businesses. Knox County welcomes submittals from those disadvantaged businesses that have an interest in providing goods and/or services listed herein. In addition, Knox County strongly encourages the inclusion of disadvantaged businesses by non-disadvantaged contractors who may wish to partner or subcontract portions of this agreement in order to accomplish the successful delivery of goods and/or services. If you are a disadvantaged business and would like additional information about our Business Outreach Program please contact:

Diane Woods, Business Outreach Administrator  
Knox County Procurement  
Telephone: 865.215.5760  
Fax: 865.215.5778  
E-Mail: [diane.woods@knoxcounty.org](mailto:diane.woods@knoxcounty.org)

Lori Holmann, Business Outreach Coordinator  
Knox County Procurement  
Telephone: 865.215.5757  
Fax: 865.215.5778  
E-Mail: [lori.holmann@knoxcounty.org](mailto:lori.holmann@knoxcounty.org)

**1.6 CONFLICT OF INTEREST:** Respondents must have read and complied with the "non-conflict of interest" statement provided in the vendor registration process prior to the closing of this solicitation.

- 1.7 **COPIES:** Knox County requires that Qualifications be submitted as one (1) **marked original** and one (1) exact copy. Additionally, Knox County requires that qualifications being submitted be one (1) marked original and one (1) exact copy. Six (6) electronic copies on flash drives, in one complete file, is also required. Elaborate binders or color copies are neither required nor desired and will not result in a higher evaluation.
- 1.8 **DECLARATIVE STATEMENTS:** Any statement or words (e.g.: must, shall, will) are declarative statements and the respondent must comply with the condition. Failure to comply with any such condition may result in their Qualification being non-responsive and disqualified.
- 1.9 **ELECTRONIC TRANSMISSION OF QUALIFICATIONS:** Knox County's Procurement Division **will not** accept electronically transmitted responses for this procurement. Facsimile submission is strictly prohibited. All responses must be mailed or delivered by hand.
- 1.10 **HOW TO DO BUSINESS:** Knox County utilizes a web-based purchasing software system, "Knox Purchasing On-Line." The system provides our clients (vendors, county departments and the citizens of Knox County) with a more enhanced and end-user friendly means of accessing our services. The system allows for on-line vendor registration and maintenance, electronic receipt of purchase orders, on-line retrieval and submittal of quotes, bids and proposals for our vendor-clients and on-line requisitioning and receiving for our county departments. In order for the County to maximize its investment and minimize the cost associated with office operations we need your help. When doing business with Knox County we are urging you to please go to our website at [www.knoxcounty.org/procurement](http://www.knoxcounty.org/procurement), register as a vendor in our on-line purchasing system, "Knox Purchasing On-Line," if you have not done so and whenever possible to conduct your business with the County through this site. If you have any questions please contact the Procurement Division Representative listed in subsection 1.1 of this document.
- 1.11 **INCLEMENT WEATHER:** During periods of inclement weather in Knox County, the Procurement Division will enact the following procedures in regards to solicitations and weather delays.
- If the Mayor closes the Administrative offices prior to the time set for solicitation opening of any business day, all solicitations due that same day will be moved to the next operational business day.
  - Other weather issues shall be at the sole discretion of the Procurement Director.
  - Knox County shall not be liable for any commercial carrier's decision regarding deliveries during inclement weather.
- 1.12 **INCURRED COSTS:** Knox County will not be liable in any way for costs incurred by any proposer in the preparation and submission of its proposal in response to this RFQ, nor for the presentation of its qualifications and/or participation in any required meetings, discussions or negotiations. If any oral presentations are required, Knox County advises vendors to be thorough and complete in submission of information.
- 1.13 **NO CONTACT POLICY:** After the date and time that the vendor receives this solicitation, any contact initiated by any respondent with any Knox County or Knox County School Representative, other than the Procurement Division representative listed in Section 1.1, concerning this Request for Qualifications is strictly prohibited. Any such unauthorized contact may cause the disqualification of the vendor from this process. Vendors may be required to sign an affidavit to this policy.
- 1.14 **NON-COLLUSION:** Vendors, by submitting a signed RFQ, certify that the accompanying submittal is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Tennessee or United States law.
- 1.15 **QUALIFICATION DELIVERY:** Knox County requires respondents, when hand delivering responses, to time and date stamp the envelope before depositing it in the bid box. Knox County will not be responsible for any lost or misdirected mail sent by common carrier. Knox County shall also not be responsible for responses delivered to other addresses other than the one listed at the top of this solicitation. The time clock in the Procurement Division shall serve as the official record of time.

**Qualifications must be in a sealed envelope/box prior to entering the Procurement Division office. Procurement Division personnel are not allowed to see the submittal nor assist in placing documents in an envelope/box. Additionally, the Procurement Division is not responsible for providing materials (e.g. envelopes, boxes, tape) for submittals.**

- 1.16 **RECYCLING:** Knox County, in its continuing efforts to lessen the amount of landfill waste and to further recycling efforts, request that responses being submitted on paper shall:
- Be submitted on recycled paper
  - Not include pages of unnecessary advertising
  - Be made on both sides of each sheet of paper
- 1.17 **SIGNING OF QUALIFICATIONS:** In order to be considered all Qualifications must be signed. Please sign the original in blue ink. By signing the response document, the respondent acknowledges and accepts the term and conditions stated in the Qualification document.
- 1.18 **TITLE VI OF THE 1964 CIVIL RIGHTS ACT:** “Nondiscrimination in Federally Assisted Programs”—“No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.” 42 U.S.C. Section 2000 et seq. It is the policy of Knox County Government that all its services and activities be administered in conformance with the requirements of Title VI.
- 1.19 **VENDOR REGISTRATION:** Prior to the closing of this Qualification, **all respondents** must be registered with the Procurement Division. Please register on-line at our website at [www.knoxcounty.org/procurement](http://www.knoxcounty.org/procurement) and click on “Online Vendor Registration.” Respondents must be registered with the Procurement Division **prior** to submitting their response.
- 1.20 **WAIVING OF INFORMALITIES:** Knox County reserves the right to waive minor informalities or technicalities when it is in the best interest of Knox County.

## SECTION II SCOPE OF WORK

- 2.1 **SCOPE OF PROJECTS:** Knox County, an Equal Opportunity/Affirmative Action Employer, and Knox County Schools seeks to retain the services of professional architectural firms to provide design services for two (2) separate and distinct projects as indicated on the approved Knox County Schools FY19-20 Capital Improvement Plan (CIP).

**New Adrian Burnett Elementary School.** The scope of work for this project is to provide full architectural and engineering services from schematic design through construction administration to include, but not be limited to the following:

Explore design solutions for a proposed new facility to be located on the current site of the existing facility and designed in accordance with the established program standards to be provided by Knox County Schools. This shall be a new facility with a classroom capacity of 600 students and a core capacity of 800 students. The design shall incorporate all programmed areas, including associated site improvements to facilitate parking and traffic flow. It is desired that the design solution may be constructed while maintaining full use of the existing facility with limited disruption of its daily operation. Funding to begin this project is included in the FY19-20 CIP.

**New Northwest Elementary School.** The scope of work for this project is to provide full architectural and engineering services from schematic design through construction administration to include, but not be limited to the following:

Explore design solutions for a proposed new facility to be located on a site to be determined and designed in accordance with the established program standards to be provided by Knox County Schools. This shall be a new facility with a classroom capacity of 800 students and a core capacity of 1000 students. The design shall incorporate all programmed areas, including associated site improvements to facilitate parking and traffic flow. As new property must be purchased for this project, it is anticipated that the selected firm will be asked to assist in the site selection and determination of its feasible use. Funding for the purchase of property on which to build this facility is included in the FY19-20 CIP. Funding to begin design is included in the FY20-21 CIP.

- 2.2 **EVALUATION:** Knox County reserves the right to use all pertinent information (including that learned from sources other than disclosed in the RFQ process) that might affect the County’s judgment as to the appropriateness of a qualified vendor. This information may be appended to the evaluation process results. Information on a service provider from reliable sources, and not within the service provider’s submittal, may also be noted and made part of the evaluation file. Knox County shall have sole responsibility for determining a reliable source. Knox County reserves the right to conduct written and/or oral discussions/interviews after the submittals have been reviewed.

The purpose of such discussions/interviews is to provide clarification and/or additional information, which is in the best interest of Knox County.

Knox County will evaluate the submitted qualifications and make a determination of the firms with which negotiations will ensue. The factors that will be considered in the evaluation of Qualifications, and their relative allowed points are stated in Section III. The highest evaluated respondent, based on a weighted point system, will be considered for contract negotiation.

It is the intent of Knox County Schools to award contracts to two (2) different firms, one (1) for each project listed above. The selection for each project will be based on the cumulative scores as determined by the evaluation committee for each project in the order in which they are listed (i.e. the firm with the highest score will be offered the Adrian Burnett project and the second highest will be offered the new Northwest Elementary School project. It will be assumed that each respondent is interested in any of the projects listed unless indicated otherwise in their response.

Evaluation proceedings will be conducted within the established guidelines regarding equal employment opportunity and nondiscriminatory action based upon the grounds of race, color, sex, creed, or national origin.

**2.3 CONTRACT NEGOTIATION:** It is the intent of Knox County Schools to enter into a contract with the two highest evaluated respondents to negotiate each project in the order listed (Adrian Burnett to the highest scorer and Northwest to the second highest). The contract will be negotiated using AIA Document B101 – 2017 “Standard Form of Agreement between Owner and Architect” (or the latest edition) with Owner required modifications (**See Attachment A**). Final execution of the contract will be subject to review and approval of the Knox County Law Department, Knox County Board of Education and Knox County Commission.

Approval and execution of all contracts for design services with firms selected from the RFQ shall be established as a set fee, negotiated between a principal of the architectural firm and a designated member from Knox County Schools. As a maximum, the fee shall be based on the most current logarithmic equation enacted by the State of Tennessee (State Fee Scale).

Upon request, respondents must be willing to furnish evidence, satisfactory to the Owner, of the solvency of the firm and their ability to provide the services in accordance with the terms and conditions of this Request for Qualifications and the design contract. The Owner will make the final determination as to the firm’s ability.

### **SECTION III QUALIFICATION FORMAT**

**Respondents shall use the following format for the preparation and submission of their proposals. Failure to follow this format may be just cause for rejection of qualifications. Cost of preparation of qualifications is the sole responsibility of the vendor. Knox County requires that qualifications being submitted be one (1) marked original and one (1) exact copy. Six (6) electronic copies on flash drives, in one complete file, is also required.**

#### **3.1 Design Firm Information (Pass/Fail scoring)**

- 3.1.1** Provide the firm’s: name, address, website address, and number of years the firm has been in business.
- 3.1.2** Describe the firm’s form of business (e.g., individual, sole proprietor, corporation, nonprofit corporation, partnership, limited liability company) and provide the name, e-mail address, mailing address and telephone number of the primary contact for the firm.
- 3.1.3** Provide a statement of whether there have been any mergers, acquisitions, or sales of the firm within the last five (5) years, and if so, and explanation providing relevant details.
- 3.1.4** Provide a statement of whether there is any pending litigation against the firm; and if such litigation exists, attach an opinion of counsel as to whether the pending litigation will impair the firm’s performance in a contract.
- 3.1.5** Provide a statement of whether, in the last ten (10) years, the firm has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors. If so, provide an explanation providing relevant details.
- 3.1.6** Provide a statement of whether the firm, its consultants or any individual who shall perform work under the contract has a possible conflict of interest (e.g., employment by Knox County) and, if so, the nature of that conflict.
- 3.1.7** Provide a statement of whether the firm, or any of the firm’s employees, have been convicted of, plead guilty to, or plead nolo contendere to any felony, and if so, provide an explanation providing relevant details.

- 3.1.8 Provide a list of current projects on which the firm is committed and what services are being provided.

## 3.2 Qualifications and Experience

- 3.2.1 Provide a description of the firm's credentials to deliver the services needed for this project. Provide an overview of the firm's expertise with projects of similar type, complexity and scope. Designer Qualifications that are submitted as a joint venture will be evaluated on the combined past experience. **(Maximum Score: 20 points)**
- 3.2.2 Provide information on up to five (5) projects of similar type, scope, and complexity that have been completed within the last five (5) years and shall not include any projects done for Knox County. The information for each project shall include specific details on the extent of services provided, the key personnel for the project (and consultants) and conformance with the owner's schedule.
- 3.2.3 Provide a reference (owner representative) for each project including contact name, address, telephone number, and current email address. The Owner may contact references given as well as any other source available. **(Maximum Score: 15 points)**
- 3.2.4 Provide the resumes of key personnel who shall be assigned by the firm and key personnel of consultants to be used in this project addressing the qualifications of the proposed team members with particular emphasis on demonstrated knowledge and experience in new school construction. The resumes shall detail each individual's title, years with the firm, education, licensing, professional credentials, current position with the firm or consultant, and similar project experience. **(Maximum Score: 20 Points)**
- 3.2.5 Provide a matrix showing the relationship between the projects (3.2.2) and the key personnel (3.2.4). **(Maximum Score: 10 points)**

## 3.3 Technical Services

- 3.3.1 Describe the firm's proposed approach for this project. Identify unique capabilities that the firm brings to these projects. Explain how the firm will address the various elements (e.g.: program verification, planning, design, architectural and engineering, contract documents, specifications, graphics, accessibility, data/AV services, cost estimating, value engineering, sustainability) that will be needed to complete these projects. Explain similar recent experience in communicating with clients regarding design, design alternatives, finish selections, value engineering options, etc. Explain how the firm will approach the overall design and materials/components selection process including review of previously constructed projects. **(Maximum Score: 20 points)**
- 3.3.3 Provide an organizational chart for these projects illustrating lines of authority and specific staff proposed for these projects. The chart shall include the key personnel (firm and consultants) with their responsibility/duties identified in detail. **(Maximum Score: 10 points)**
- 3.3.4 Provide a preliminary schedule for these projects identifying the time appropriate for each phase/task. Demonstrate the firm's approach to meeting the target schedule. Provide examples of experience in enabling Owners to meet aggressive project completion schedules. **(Maximum Score: 5 points)**

**Total Maximum Score: 100 points**

## ATTACHMENT A

- 12.1 Refer to Paragraph 3.6.2.1: The Architect shall make job site visits during all phases of the construction to verify general conformity of the work with the Contract Documents. Unless otherwise scheduled, the Architect shall make job site visits not less than once a week. Architect's consultants shall make job site visits during critical phases of construction. Job site visits shall be made by a qualified employee of the Architect and its consultants, as approved by the Owner. A written report, including photos, shall be submitted to the Owner after each job site visit informing the Owner of the progress and quality of the work observed.
- 12.2 Refer to Paragraph 3.6.6.5: Architect's responsibility terminates after the one-year warranty Inspection.
- 12.3 Article 4 Additional Services: There shall be no additional services unless there has been prior approval to a written request.
- 12.4 Refer to Paragraph 5.2: The Construction Cost will be established based on reviews and recommendations of each project by Design staff and Knox County Schools personnel.
- 12.5 Refer to Article 7: All documents, electronic data, and electronic media copies prepared by the Architect for this project shall be furnished to the Owner, in reproducible format, provided the Owner has paid the Architect for its services in accordance with this agreement. The Architect shall be permitted to retain copies of the documents for file and reference. The documents may be used by the Owner or by others, except that the Owner may not use the documents for another project without the express written consent of the Architect.
- 12.6 Under Article 8, delete anything pertaining to Arbitration.
- 12.7 Paragraph 10.1: Change to read, "Unless otherwise provided, this Agreement shall be governed by the law of the principal place of business of the Owner."
- 12.8 For Basic Services, as described in Article 3, and other services included in Article 12 as part of Basic Services, basic compensation shall be a lump sum fee as stipulated in Article 11.1. Prior to the Architect proceeding with the design phases of the project, the scope definition and direction, including budget parameters associated with the maximum allowable construction cost, design fee, and compensation method, shall be agreed upon and approved by the Owner's written authorization and notice to proceed.
- 12.9 Refer to Paragraph 11.8.1: The Architect shall not receive reimbursement for the expense of travel and communications between the office of the Architect and the job Site or within Knox County in connection with the project.
- 12.10 The Architect shall prepare cost estimates and shall endeavor to design the project within the budgeted Maximum Allowable Construction Cost. In the event that the lowest bona fide base bid(s) exceed(s) the budgeted Maximum Allowable Construction Cost, the Architect agrees to revise the Contract Documents, if requested by the Owner, to adjust the Construction Cost to the budgeted Maximum Allowable Construction Cost at no additional cost to the Owner for the changes to the Contract Documents. The Owner agrees to cooperate with the Architect and to permit reasonable and necessary changes and deductions in the scope of the work to adjust the Construction Cost.
- 12.11 All Contract Documents provided by the Architect shall conform to the code requirements of the State of Tennessee and Knox County Fire Marshals, Knox County Health Department, Safety Code for Elevators and Escalators, International Building Code, NFPA Life Safety Code, and other applicable codes and all authorities having jurisdiction at the time the project bids.
- 12.12 The Architect and its consultants shall not knowingly design or specify the use of any asbestos-containing building materials in connection with the project. After project completion, the Architect shall submit to the Owner a completed and signed copy of form TAHERA 6.1A, as required by the Tennessee Department of Education, Division of Policy & Legislation, Operations & Facilities, certifying that no asbestos-containing building material (ACBM) was specified or used in the project
- 12.13 Correction of omissions and errors in the Contract Documents shall be the responsibility of the Architect, not the Owner.
- 12.14 Upon completion of the project, the designer shall furnish corrected Record Drawings showing the project as finally constructed, and shall deliver to the Owner the Record Drawings in electronic format. Record Drawings shall reflect all changes generated by addenda, field changes, change orders, and construction directives, and shall reflect all changes shown on as-built prints marked up by the Contractor and subcontractors, and any additional changes observed by the Architect, Contractor, or subcontractor.
- 12.15 Professional Liability Insurance: The Architect shall provide and maintain Professional Liability Insurance in a minimum amount of \$1,000,000 for each occurrence and \$1,000,000 aggregate. Evidence of such insurance shall be provided to the Owner prior to commencement of the work described above.