

The Procurement Division of Knox County Tennessee will receive sealed proposals for the provision of **Design Build Services** as specified herein. Proposals must be received by **2:00 p.m. on February 20, 2020**. Late proposals will neither be considered nor returned.

Deliver Proposal To:

**Proposal Number 2928
Knox County Procurement Division
Suite 100
1000 North Central Street
Knoxville, Tennessee 37917**

The Proposal Envelope must show the Proposal Number, Proposal Name & Proposal Closing Date.

SECTION I GENERAL TERMS AND CONDITIONS

- 1.1 ADDITIONAL INFORMATION:** Knox County wants requests for additional information routed to Ben Sharbel, CPPO, CPPB, Supervisor of Property Development and Asset Management, at 865.215.5765. Questions may be emailed to ben.sharbel@knoxcounty.org. Information about the Knox County Procurement Division and current solicitations may be obtained on the internet at www.knoxcounty.org/procurement.
- 1.2 ACCEPTANCE:** Vendors shall hold their proposal firm and subject to acceptance by Knox County for a period of ninety (90) business days from the date of the proposal closing, unless otherwise indicated in their proposal.
- 1.3 ALTERNATIVE PROPOSALS:** Knox County will not accept alternate proposals. Proposers must strictly adhere to the proposal format.
- 1.4 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.**
- 1.5 AWARD:** Award will be made to the most responsive, responsible proposer(s) meeting specifications, who presents the product(s) or service(s) that is in the best interest of Knox County. Knox County reserves the right to award this proposal on an all or none basis. Additionally, Knox County reserves the right to make a multiple award. **Knox County reserves the right to not award this proposal.** Award will be made in accordance with the evaluation criteria specified herein.
- 1.6 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 who 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

- 1.7 **CONFLICT OF INTEREST:** Vendors 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.
- 1.8 **COPIES:** Knox County **requires** that all proposals submitted with one (1) **marked original** and five (5) exact copies. Proposers must also scan their entire response into one (1) .pdf file and submit on a CD/DVD, flash drive, etc.
- 1.9 **DECLARATIVE STATEMENT:** Any statement or words (e.g.: must, shall, will) are declarative statements and the vendor **must** comply with the condition. Failure to comply with any such condition may result in their proposal being non-responsive and disqualified.
- 1.10 **DEFAULT:** Knox County reserves the right, in case of Contractor default, to terminate the Contract and hold the defaulting Contractor responsible for any excess costs occasioned thereby. Should the Contractor default be due to a failure to perform Knox County reserves the right to remove the Contractor from the County's bidder's list for twenty-four (24) months.
- 1.11 **DESTINATION AND DELIVERY:** Proposers must include all destination and delivery charges in their price. **There will be no extra hidden charges. Delivery must be “free on board” to the County department.**
- 1.12 **ELECTRONIC TRANSMISSION OF PROPOSALS:** Due to the nature of this proposal, Knox County's Procurement Division will **NOT** accept electronically transmitted proposals through the County's On-Line Procurement System. Facsimile submission is strictly prohibited. All proposals must be submitted in hard copy format to the address listed in this solicitation.
- 1.13 **HOW TO DO BUSINESS:** Knox County utilizes a web-based procurement software system, “Knox Procurement 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, proposals 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, register as a vendor in our on-line procurement system, “Knox Procurement 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.
- 1.14 **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.
- 1.15 **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 RFP, nor for the presentation of its proposal 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.
- 1.16 **NON-COLLUSION:** Vendors, by submitting a signed proposal, certify that the accompanying proposal is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Tennessee or United States law. Firms must complete and submit with their proposal the Non-collusion Affidavit of Prime Bidder form, attached as Exhibit 5 to this RFP.
- 1.17 **POSSESSION OF WEAPONS:** All vendors and their employees and their agents are prohibited from possessing any weapons on Knox County property without prior written consent from the County. In the case of a vendor whose contract requires possession of firearms or other weapons to successfully complete their contract, vendor must provide personnel who are bonded to bear said weaponry.

- 1.18 **PROCESSING TIME FOR PAYMENT:** Vendors are advised that a minimum of thirty (30) days may be required to process invoices for payment.
- 1.19 **PROOF OF FINANCIAL AND BUSINESS CAPABILITY:** Vendors must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. Knox County will make the final determination as to the vendor's ability.
- 1.20 **PROPOSAL DELIVERY:** Knox County **requires** proposers, when hand delivering proposals, to time and date stamp the envelope before depositing it in the proposal box. Knox County will not be responsible for any lost or misdirected mail. The time clock in the Procurement Division shall serve as the official record of time. Knox County shall not be responsible for deliveries of proposals to addresses other than address listed in this solicitation.
- Solicitations 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.
- 1.21 **RECYCLING:** Knox County, in its continuing efforts to lessen the amount of landfill waste and to further recycling efforts, requests that proposals 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
- 1.22 **RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS:** It is the responsibility of the prospective proposer to review the entire Request for Proposal (RFP) packet and to notify the Procurement Division if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications or proposal procedures must be received in the Procurement Division by **February 6, 2020 at 4:30 p.m.** local time. These requirements also apply to specifications that are ambiguous.
- 1.23 **SIGNING OF PROPOSALS:** When submitting your proposal, in order to be considered, all proposals **must** be signed. Please sign the original in blue ink.
- 1.24 **TAXES:** Knox County purchases are not subject to taxation. Tax exemption certificates will be provided upon request.
- 1.25 **TITLE VI OF THE 1964 CIVIL RIGHTS ACT:** "Non-discrimination 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.
- 1.26 **VENDOR REGISTRATION:** Prior to the closing of this proposal, **ALL PROPOSERS** must be registered with the Procurement Division. A vendor application may be submitted online at www.knoxcounty.org/procurement. Select the On-Line Vendor Registration link and complete the forms. Vendors must be registered with the Purchasing Division **prior** to submitting their proposal.
- 1.27 **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 OBLIGATIONS, RIGHTS AND REMEDIES

These terms and conditions shall be part of the contract. Knox County reserves the right to negotiate other terms and conditions it deems appropriate and necessary under the circumstances to protect the public's trust.

- 2.1 **ALTERATIONS OR AMENDMENTS:** No alterations, amendments, changes, modifications or additions to this Contract shall be binding on Knox County without the prior written approval of the County.

- 2.2 APPROPRIATION:** In the event no funds are appropriated by Knox County for the goods or services in any fiscal year or insufficient funds exist to purchase the goods or services, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.
- 2.3 ASSIGNMENT:** Contractor shall not assign or sub-contract this agreement, its obligations or rights hereunder to any party, company, partnership, incorporation or person without the prior written specific consent of Knox County.
- 2.4 BOOKS AND RECORDS:** Contractor shall maintain all books, documents, accounting records and other evidence pertaining to the goods and services provided under this Contract and make such materials available at its offices at all reasonable times during the contract period and for three (3) years from the date of the final payment under this agreement for inspection by County or by any other governmental entity or agency participating in the funding of this agreement, or any authorized agents thereof; copies of said records to be furnished if requested. Such records shall not include those books, documents and accounting records that represent the Contractor's costs of manufacturing, acquiring or delivering the products and services governed by this agreement.
- 2.5 CHILD LABOR:** Contractor agrees that no products or services will be provided or performed under this Contract that have been manufactured or assembled by child labor.
- 2.6 COMPLIANCE WITH ALL LAWS:** Contractor is assumed to be familiar with and agrees to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of goods and/or services, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.
- 2.7 CRIMINAL HISTORY CHECK:** Any and all successful vendors, vendor employees, and any vendor sub-contractors and its employees that perform and services at Knox County Schools must submit to a criminal history records check at vendor's expense. This is conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation prior to permitting the employee to have contact with students or enter school grounds when students are present. Reference Tennessee Code Annotated Section 49-5-413. All proposers must complete and submit with their proposal the Affidavit of Compliance with Tennessee Criminal History Records Check, attached to the RFP as Exhibit 3.
- 2.8 DEFAULT:** If Contractor fails to perform or comply with any provision of this Contract or the terms or conditions of any documents referenced and made a part hereof, Knox County may terminate this Contract, in whole or in part, and may consider such failure or noncompliance a breach of contract.
- Knox County expressly retains all its rights and remedies provided by law in case of such breach, and no action by Knox County shall constitute a waiver of any such rights or remedies. In the event of termination for default, Knox County reserves the right to purchase its requirements elsewhere, with or without competitive solicitation.
- 2.9 GOVERNING LAW:** The laws of the State of Tennessee shall govern this Contract, and all obligations of the parties are performable in Knox County, Tennessee. The Chancery Court and/or the Circuit Court of Knox County, Tennessee, shall have exclusive and concurrent jurisdiction of any disputes, which arise hereunder.
- 2.10 INCORPORATION:** All specifications, drawings, technical information, Request for Proposal, Proposal, Award and similar items referred to or attached or which are the basis for this Contract are deemed incorporated by reference as if set out fully herein.
- 2.11 INDEMNIFICATION/HOLD HARMLESS:** Contractor shall indemnify, defend, save and hold harmless Knox County, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the agreement by Contractor, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of Contractor, its subcontractors, suppliers, agents or employees.
- 2.12 INDEPENDENT CONTRACTOR:** Contractor shall acknowledge that it and its employees serve as independent contractors and that Knox County shall not be responsible for any payment, insurance or incurred liability.

- 2.13 INSPECTION AND ACCEPTANCE:** Warranty periods shall not commence until Knox County inspects and formally accepts the goods and/or services. The terms, conditions and timing of acceptance shall be determined by Knox County. Knox County reserves the right to reject any or all items or services not in conformance with applicable specifications, and Contractor assumes the costs associated with such nonconformance. Acceptance of goods or services does not constitute a waiver of latent or hidden defects or defects not readily detectable by a reasonable person under the circumstances.
- 2.14 IRAN DIVESTMENT ACT:** By submission of this RFP response, each proposer and each person signing on behalf of any proposer 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 believe that each proposer is not on the list created pursuant to Tennessee Code Annotated §12-12-106
- 2.15 LIMITATIONS OF LIABILITY:** In no event shall Knox County be liable for any indirect, incidental, consequential, special or exemplary damages or lost profits, even if Knox County has been advised of the possibility of such damages.
- 2.16 NON-DISCRIMINATION AND NON-CONFLICT STATEMENT:** Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex or national origin, shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement, or in the employment practices of vendor. Contractor shall upon request show proof of such non-discrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination. Contractor covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other federal and state employment laws as applicable. Contractor covenants that it does not engage in any illegal employment practices.
- Contractor covenants that it has no public or private interest, and shall not acquire directly or indirectly any interest which would conflict, in any manner, with the provision of its goods or performance of its services. Contractor warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of Knox County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to Contractor in connection with any goods provided or work contemplated or performed relative to the agreement.
- 2.17 ORDER OF PRECEDENCE:** In the event of inconsistent or conflicting provision of this Contract and referenced documents, the following descending order of precedence shall prevail: (1) Contract, (2) Request for Proposal (3) Contractor's Response, (4) Award, (5) Special Terms and Conditions, (6) General Terms and Conditions, (7) Specifications, (8) Drawings.
- 2.18 REMEDIES:** Knox County shall have all rights and remedies afforded under the U.C.C. and Tennessee law in contract and in tort, including but not limited to rejection of goods, rescission, right of offset, refund, incidental, consequential and compensatory damages and reasonable attorney's fees.
- 2.19 RECORDS:** Contractor will maintain records of products and/or services provided to Knox County and make them available on request.
- 2.20 RIGHT TO INSPECT:** Knox County reserves the right to make periodic inspections of the manner and means the service is performed or the goods are supplied.
- 2.21 SEVERABILITY:** If any provision of this Contract is declared illegal, void or unenforceable, the remaining provisions shall not be affected but shall remain in force and in effect.
- 2.22 TAX COMPLIANCE:** Pursuant to Resolution R-07-1-903 passed by the Commission of Knox County, Tennessee, Contractor hereby acknowledges by submission of their signed bid or proposal that they are current in its respective Federal, State, County and City taxes of whatever kind or nature and is not delinquent in any way. Delinquent status must be disclosed or risk debarment by the Knox County Purchasing Division.
- 2.23 TERMINATION:** Knox County may terminate this agreement with or without cause at any time. In the event of termination by either party, fees due for services satisfactorily performed or goods accepted prior to the termination date shall be paid.

- 2.24 **WARRANTY:** Contractor warrants to Knox County that all items delivered and all services rendered shall conform to the specifications, drawings, proposal and/or other descriptions furnished and/or incorporated by reference, and will be fit for the particular purpose purchased, of merchantable quality, good workmanship, and free from defects. Contractor extends to Knox County all warranties allowed under the U.C.C. Contractor shall provide copies of warranties to the County. Return of merchandise not meeting warranties shall be at contractor's expense.

SECTION III SPECIAL TERMS AND CONDITIONS

- 3.1 **INTRODUCTION:** The purpose of this Request for Proposal (RFP) is to solicit proposals from qualified firms for design build services for the construction of a new Lonsdale Elementary School. The new Lonsdale Elementary School is to be located at 2700 Stonewall Street (Parcel ID 081PH001). The new Lonsdale Elementary School is to be constructed with a classroom capacity of six hundred (600) students and a core facilities capacity of eight hundred (800) students. The design shall incorporate all programmed areas, including associated site improvements to facilitate parking and traffic flow. The new Lonsdale Elementary School will be constructed while maintaining full use of the existing facility with limited disruption of its daily operation.
- 3.2 **ACCURACY OF RELATED DOCUMENTS:** The County assumes no responsibility that the specified technical and background information completed by outside vendors and attached to this RFP, or otherwise distributed or made available during this procurement process, is complete or accurate. This includes surveys, site studies, etc. Without limiting the generality of the foregoing, the County will not be bound by or be responsible for any explanation or interpretation of the submittal documents other than those given in writing as an Addendum to this RFP.
- 3.3 **BONDING COMPANIES:** Proposers are advised that the selected Prime Proposer will be required to provide appropriate performance and payment bonds to ensure contractor's performance. All bonding companies must be listed in the Federal Register, Department of the Treasury Fiscal Service, Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies; Notice. The ratings that the bonding company holds must be acceptable to the County.
- 3.4 **CHANGES AFTER AWARD:** It is possible that after award, Knox County might change its needs or requirements. Knox County reserves the right to make such changes after consultation with the successful vendor. Should additional costs arise, Knox County reserves the right to consider accepting these charges provided the vendor can document the increased costs. Knox County also reserves the right to accept proposed service changes from the vendor if they will lower the cost to Knox County and/or provide improved service.
- 3.5 **COMPLIANCE WITH ALL APPLICABLE REGULATIONS:** Prime Proposer agrees and covenants that the company, its agents and employees will comply with all City, County, State and Federal codes, laws, ordinances, rules and regulations applicable to the business to be conducted under this Contract. If the vendor performs any work knowing it to be contrary to such codes, laws, ordinances, rules and regulations, the vendor shall bear all costs arising from them.
- 3.6 **CONFIDENTIAL INFORMATION:** If any proposal contains technical, financial, or other confidential information the Prime Proposer believes is exempt from disclosure, the Prime Proposer must clearly label the specific portions sought to be kept confidential and specify the basis, with specific reference to T.C.A., for the requested exemption. The County, at its sole discretion and subject to applicable law, will determine whether such exemption applies. The County has sole discretion to make such determination regarding the disclosure of information, and by responding to this RFP, each proposer waives any challenge to the County's decisions in this regard. Marking all or substantially all of a proposal as confidential may result in the proposer being deemed non-responsive to this RFP. Notwithstanding the foregoing, proposers recognize and agree that the County, its staff, and its agents will not be responsible or liable in any way for any losses that the Prime Proposer may suffer from the disclosure of information or materials to third parties.
- 3.7 **CONTRACT EXECUTION:** The award of this proposal will result in a contract between Knox County and the Prime Proposer. The Contract must be voted on by the Knox County Commission and Knox County Board of Education and receive a majority vote.

The successful firm(s) may be required to be present at the full Commission Meeting and Board of Education Meeting to answer questions relating to the services performed. Adequate notification will be given by the Knox County Procurement Division if the firm(s) will need to attend this meeting.

The Knox County Procurement Division will draft this Contract and no vendor forms (e.g.: Terms and Conditions, service agreements, or other standard Company forms) will be accepted as Contract documents or as Contract attachments. Firms are hereby cautioned that the Knox County Mayor is the only individual who can legally bind Knox County to a contractual agreement. The draft contract is attached as Exhibit 1.

- 3.8 COST OF SUBMITTAL PREPARATION AND SELECTION PROCESS:** Each submittal, including preparation of all information required to be included in a proposal pursuant to this RFP, shall be prepared at the sole cost and expense (including, but not limited to, design, engineering and legal costs) of the proposer. In addition, the proposer shall be solely responsible for all costs (including design, engineering and legal costs) incurred by such proposer in connection with this selection process, including any costs incurred by the proposer in any subsequent negotiations entered into in connection with developing the proposal. Knox County's intent is to keep these costs to a minimum.

There shall be no claims whatsoever against the County, its staff, or its agents for reimbursement of the costs or expenses (including, but not limited to, design, engineering and legal costs) incurred during the preparation of the proposal or other information required by this RFP or procurement process or in connection with the selection process or any negotiations.

- 3.9 DRUG-FREE WORKPLACE:** If the Contractor has five (5) or more employees receiving pay: the Contractor shall have a drug-free workplace program that complies with Title 50, Chapter 9 of the Tennessee Code must provide the affidavit provided herein (Exhibit 4) as required by Public Acts, 2000, Chapter 918.

- 3.10 EVALUATION CRITERIA:** This proposal will be evaluated by a selection committee composed of members from Knox County, Knox County Schools, and other subject matter experts. Only proposals conforming to the County's Terms and Conditions and the provisions set forth in this RFP will pass the initial screening. Any proposal failing to satisfy the minimum requirements set forth in this RFP may be rejected without consideration. The committee may request oral interviews. The following criteria will be used:

	CATEGORY	POINTS
1.	Technical Expertise	40
	Qualifications of proposed team	
	Experience of proposed firms, particularly related to school construction/design	
	Resumes of architects, engineers, project managers, Experience Modification Rate (EMR), etc.	
	Financial Qualifications and Litigation	
2.	Project & Design Approach	40
	What is the team's approach to the design process?	
	What is the team's approach to budget control, quality control, quality assurance, value engineering, safety, and interface between design and construction team?	
	Innovative solutions for the project	
	Energy efficiency recommendations	
	Proposed construction methods and materials	
	Efficiencies that improve operating costs	
3.	Proposed Construction Schedule	10
	Master schedule that indicates major milestones, proposed time to establish the GMP, design and construction time.	
4.	Price	10
	Design Build Team Fixed Fee as Percentage of Total Design Build Costs	
	Monthly General Conditions Costs	
	TOTAL POINTS	100

- 3.11 EVALUATION REVIEW:** Knox County reserves the right to use all pertinent information that might affect the County's judgment as to the appropriateness of an award to the best evaluated proposer. This information may be appended to the proposal evaluation process results. Information on a service provider from reliable sources, and not within the service provider's proposal, 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 proposal closing. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award that is in the best interest of Knox County.
- 3.12 EXCEPTIONS TO SPECIFICATIONS:** Prime Proposers taking exception to any part or section of these specifications shall indicate such exceptions in their proposal. Failure to indicate any exceptions shall be interpreted as the firm's intent to fully comply with the specifications as written. Conditional or qualified offers are subject to rejection in whole or in part. Any exceptions shall be included in Section V, Proposal Format, Part X of the submittal. Do not strike through or in any other way alter the RFP. Exceptions listed in any other section will not be considered.
- 3.13 FINANCIAL AND LITIGATION HISTORY:** Prime Proposers must provide the financial and litigation history requested in Section V, Proposal Format, Part VI. This information will be evaluated on a pass/fail basis. Proposals that fail to include this information may be deemed non-responsive. Refer to Section 3.6 above regarding confidential information.
- 3.14 INSURANCE:** The Prime Proposer must carry the insurance as indicated on the Insurance Checklist hereto. As proof of the Provider's willingness to obtain and maintain the insurance, the Prime Proposer must complete, sign and have its insurance agent sign the attachment, Exhibit 2 attached and submit it with the Request for Proposal. Upon receipt of the Notification of Intent to Award, the successful Prime Proposer will be required to submit a Certificate of Insurance (COI) showing the specified coverage and listing Knox County as additional insured. It shall be the successful Prime Proposer's responsibility to keep a current COI on file with Knox County Procurement at all times during the contract term.
- 3.15 LICENSE REQUIREMENTS:** All contractors and sub-contractors must be properly licensed by the State of Tennessee and all other authorities having jurisdiction where applicable. **COPIES OF ALL SUCH LICENSES AND/OR PERMITS ARE TO BE SUBMITTED WITH THE PROPOSAL. FAILURE TO SUBMIT COPIES OF SUCH MAY LEAD TO PROPOSAL REJECTION.**
- 3.16 MANDATORY PRE-PROPOSAL CONFERENCE:** There will be a **MANDATORY** pre-proposal conference for Prime Proposers held on January 30, 2020 beginning promptly at **4:00 p.m. local time**. Location is the current Lonsdale Elementary School, 1317 Louisiana Avenue Knoxville, TN 37921 in the main office. Please review the Request for Proposal before this meeting and bring a copy of the RFP with you to this conference. Respondents are hereby advised that the pre-proposal conference is for informational purposes only. Nothing spoken shall be legally binding on Knox County. Potential Prime Proposers **MUST** have a representative present at this conference in order for their submittal to be considered. All subcontractors are welcome as well.
- 3.17 MINIMUM QUALIFICATIONS:**
- 3.17.1** Prime Proposer must address all requirements as defined in Section V, Proposal Format.
 - 3.17.2** Prime Proposer must have the experience and capabilities to carry out the work contemplated and equipment and personnel available for the work.
 - 3.17.3** Prime Proposer and all subcontractors must have valid licensing per Section 3.15.
 - 3.17.4** Prime Proposer must have the capacity to bond the projects as submitted per Section 3.3.
 - 3.17.5** Prime Proposer and all subcontractors must have a satisfactory safety rating as defined by the Experience Modification Rate (EMR).
- 3.18 NEGOTIATIONS:** Knox County may select a successful Prime Proposer on the basis of initial offers received without discussions, though Knox County may require/conduct oral interviews. Therefore, each proposal shall contain the Prime Proposer's best terms from a cost or price and service standpoint. Knox County reserves the right to enter into Contract negotiations with the highest-rated Prime Proposer. If Knox County and the selected Prime Proposer cannot negotiate a successful agreement with terms and conditions the County determines are fair and reasonable, Knox County may terminate said negotiations and begin negotiations with the next highest-rated Prime Proposer.

This process will continue until a Contract has been successfully negotiated or all proposals have been rejected. No Prime Proposer shall have any rights against Knox County arising from such negotiations.

- 3.19 NEW MATERIAL:** Unless specified otherwise in the proposal package, the vendor(s) must provide new supplies and equipment. New, as used in this clause, means previously unused materials. Materials includes, but is not limited to, raw material, parts, items, components, and end products. Vendor submission of other than new materials may be cause for the rejection of their proposal.
- 3.20 NEWS RELEASES BY VENDORS:** As a matter of policy, Knox County does not endorse the services of a Contractor. A Contractor will not make news releases concerning any resultant contract from this solicitation without the prior written approval of Knox County.
- 3.21 NO CONTACT DURING PROCUREMENT PROCESS:** It is the policy of Knox County that the evaluation and award process for County contracts shall be free from both actual and perceived impropriety, and that contacts between potential vendors and County officials, elected officials, evaluation committee members, and staff regarding pending awards of County contracts shall be prohibited. From the date of issuance by the County of this RFP, and until award is extended to the selected Prime Proposer(s) and all other Prime Proposers have been notified, all communication between the County and the Prime Proposers or any of their individual firms or members, shall be formal. Formal communications shall include but not limited to general inquiries, pre-submittal written questions and answers, site visits, and addenda.
- 3.21.1** No person, firm, or business entity, however situated or composed, obtaining a copy of or responding to this solicitation, shall initiate or continue any verbal or written communication regarding this solicitation with any County/Schools officer, elected official, or County/Schools employee between the date of the issuance of this solicitation and the date of the recommendation to the County Mayor for award. The County Procurement Director is solely responsible for making recommendation to the County Mayor.
- 3.21.2** All verbal and written communications initiated by such person, firm, or entity regarding this solicitation, if same are authorized and permitted by the terms and conditions of this solicitation, shall be directed to Ben Sharbel, Supervisor of Property Development and Asset Management, per Section 1.1 and Section 3.27.1.
- 3.21.3** Any violation of this prohibition to initiate or continue verbal or written communications with County/Schools officers, elected officials, or County/Schools employees shall result in a written finding by the Procurement Director declaring the proposal of the person or firm to be “non-responsive” and shall not be considered for award.
- 3.22 OPEN RECORDS ACT:** Knox County is subject to the Tennessee Open Records Act 10-7-503 et seq. Proposers are cautioned that all documents submitted on behalf of this Request for Proposal (RFP) shall be open to the public for viewing and inspection, and Knox County will comply with all legitimate requests.
- 3.23 OWNERSHIP OF DOCUMENTS:** Any reports, specifications, drawings, blueprints, negatives, electronic files or other documents prepared by the Prime Proposer and/or members of the Design Build Team in the performance of its obligations under the Contract shall be the exclusive property of Knox County, and all such materials shall be returned to Knox County upon completion, termination, or cancellation of this Contract within a reasonable timeframe as determined by the County. The Prime Proposer shall not use, willingly allow, or cause such materials to be used for any purpose other than performance of all contractor’s obligations under the resulting Contract without the prior written consent of Knox County.
- 3.24 PROPOSAL EVALUATION:** In evaluating the proposals, Knox County reserves the right to use any or all of the ideas from the proposals submitted without limitation and to accept any part or all, of the successful proposal in selecting a design-build team, which is judged to be in the best interest of the Knox County. All material submitted becomes the property of Knox County.
- 3.25 PROPOSAL FORMAT:** This solicitation is in the Request for Proposal (RFP) format. At the specified date and time, each Prime Proposer’s name will be publicly read aloud. No further information will be given at that time. Evaluation of the proposals will proceed as expeditiously as possible and successful, as well as unsuccessful, notification will be given.

- 3.26 PROPOSAL TIMELINE:** The following lists the dates and activities associated with this Request for Proposal. Please be advised these are tentative dates and are subject to change.

Release of RFP to proposers	January 10, 2020
Mandatory Pre-Proposal Conference	January 30, 2020 at 4:00 p.m. local time
Deadline for proposers to submit questions	February 6, 2020 at 4:30 p.m. local time
Knox County responds to questions	February 12, 2020
Proposal due into Procurement Division	February 20, 2020 at 2:00 p.m. local time
Evaluate and select successful proposer	TBD
Award Contract	TBD
Contract Effective Date	TBD

- 3.27 QUESTION DEADLINE & ADDENDA:** Firms may submit requests for clarifications or interpretations regarding this RFP. Firms must prepare such requests in writing for the County's consideration as set forth in the RFP. While the County has not placed a limitation on the number of requests to be submitted, firms are cautioned to request meaningful clarifications or interpretations in an organized manner (e.g. limited frequency of requests) or the County will set restrictions on the frequency and number of requests permitted. The County will not respond to requests received after **4:30 p.m. local time on February 6, 2020**. Firms are advised that this section places no obligation on the part of the County to respond to any or all requests for clarification or interpretation and the County's failure to respond to any such request will not relieve the proposer of any obligations or conditions required by this RFP.

3.27.1 Requests for clarification or interpretation regarding this RFP shall be submitted in writing per Section 1.1 of the RFP.

3.27.2 All responses to written requests for clarification, interpretation, or additional information will be distributed as addenda to this RFP to all persons registered with the County as receiving a copy of the RFP. Addenda will also be available at our on-line procurement system for viewing and download.

3.27.3 No oral interpretation, instruction, or information concerning this RFP given by any employee or agent of the County shall be binding on the County. Proposers relying on any such oral information risk having their response deemed non-responsive by the County. Only written responses issued by addendum to this RFP should be considered.

3.27.4 During the period provided for the preparation of submittals, the County may issue addenda to this RFP. These addenda will be numbered consecutively and will be distributed to those who have been issued a copy of this RFP. These addenda will be issued by, or on behalf of, the County and will constitute a part of this RFP.

- 3.28 REJECTION OF PROPOSALS:** Knox County reserves the right to reject any and all proposals received as a result of this request and to waive any informality, technical, defect or clerical error in any proposal, as the interests of the County may require. Non-acceptance of any proposal will be devoid of any criticism of the proposal and of any implication that the proposal is deficient in any manner. Non-acceptance of any proposal shall be construed as meaning simply that the County does not deem the proposal to be acceptable or that another proposal was deemed to be more advantageous to Knox County for the particular services proposed.

- 3.29 REMOVAL OF CONTRACTOR'S EMPLOYEES:** Prime Proposer agrees to utilize only experienced, responsible and capable people in the performance of the work. Knox County may require that the Prime Proposer remove from the job covered by this Contract, employees who endanger persons or property or whose continued employment under this Contract is inconsistent with the interest of Knox County.

- 3.30 SAFETY, PROTECTION, AND TRAINING:** The Prime Proposer shall be solely and completely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work to be performed. Furthermore, the Prime Proposer is solely responsible for the training of all their employees on all safety issues as required by the Occupational Safety and Health Act (OSHA) and the Environmental Protection Agency (EPA) regulations for the project. The Prime Proposer shall take all necessary precautions for the safety of, and provide the necessary protection to prevent injury to, all employees on the work site and other persons including but not limited to, the general public who may be affected thereby. All work is to be done as required as by OSHA, EPA, and AHERA.

Knox County does not assume any responsibility for the protection of or for loss of materials, from the time that the contract operations have commenced until the final acceptance of the work by Knox County.

The Prime Proposer is responsible for training their employees in Safety and Health Regulations for the job, assuring compliance with Tennessee Occupational Safety and Health Regulations and any other Regulatory Agency. The Prime Proposer shall be required to furnish their employees with the proper personal protective clothing and equipment. The Prime Proposer shall also be required to dispose of this clothing and equipment in compliance with all regulatory requirements.

The Prime Proposer is responsible for training their employees in Safety and Health Regulations for the job, assuring compliance with Tennessee Occupational Safety and Health Regulations and any other regulatory agency.

- 3.31 SAFETY EFFORTS:** The Prime Proposer and all sub-contractors must exercise caution at all times for the protection of persons and property. The safety provisions of applicable laws, building and construction codes must be observed. Machinery, equipment and all other hazards must be guarded or eliminated in accordance with the safety provisions of the Manual of Accident Prevention in Construction to the extent that such provisions are not in contravention of applicable laws. This manual is published by the Associated General Contractors of America. The Prime Proposer and all sub-contractors shall also comply with the requirements of the Occupational Safety and Health Act of 1970 and the revisions thereto.

SECTION IV SCOPE OF WORK

- 4.1 GENERAL SCOPE OF WORK:** The successful Prime Proposer will be asked to negotiate a single contractual agreement under which the successful Prime Proposer will lead a Design Build Team to design, construct and deliver on a “turn-key” basis a new Lonsdale Elementary School as described herein. Each Prime Proposing party’s proposal must comply with the requirements of this Section.

The County desires to select a cooperative, highly functional design-build team to provide a “turn-key” project that fully meets the County’s and Schools’ needs. The design build approach is intended to allow designers, contractors, and the owner to work together to address each of these challenges concurrently, to produce an effective, comprehensive design and construction process that meets all of these needs.

The County will request the Design Build Team to complete a project that provides the highest design and construction quality, all within the established project budget and negotiated Guaranteed Maximum Price (GMP). The County will encourage the development of such creative options to maximize the value of the end product received.

The agreement between Knox County and the successful Prime Proposer will be drafted by Knox County Procurement. While Knox County is employing this method to encourage a cooperative approach, the contractual agreement will be between Knox County and the successful Prime Proposer(s). A draft of the contract to be utilized is included in the RFP as Exhibit 1 for reference.

- 4.2 ADA STANDARDS:** Proposing parties are advised that all new construction, additions and alterations to existing facilities must be designed, constructed or altered in strict compliance with Americans with Disabilities Act Accessibility Guidelines (ADAAG) for buildings and facilities.

- 4.3 BUDGET & CARVE OUTS:** The total budget for the new Lonsdale Elementary School is Nineteen Million (\$19,000,000) dollars. This figure must include all carve outs, including but not limited to, furniture (classroom and administrative), small appliances (lounge and CDC), carpet, technology (computers/interactive panels/wiring/telephones/network), security (cameras/servers/wiring), and locks and keys as well as all design and construction.

Knox County desires to work with the Design Build Team to design the new Lonsdale Elementary School within the budget, including setting an upfront budget for all carve outs listed above as part of the design development phase.

The pricing requested in this RFP includes a fixed fee percentage of total design build costs and monthly general conditions costs for evaluation purposes. Knox County reserves the right to negotiate these fees with the successful Prime Proposer along with pre-construction fees to include the design and engineering of the project.

Design and engineering fees will be based upon the state fee schedule at a maximum and portions will be allowed to be billed in advance of construction and the determination of the GMP. These costs are not in addition to the GMP. Knox County expects that these costs will be included in the GMP once it is set.

The budget figure of nineteen million (\$19,000,000) dollars is not subject to change. If a Prime Proposer and/or Design Build Team does not think they can complete this project successfully within this budget, they need not propose.

4.5 DESIGN BUILD TEAM: The Design Build Team shall consist of Tennessee licensed general contractors, architects, engineers, and other consultants that bring value to the project. All team members must be properly licensed and have experience in school construction projects and successfully completing projects developed with a Guaranteed Maximum Price.

4.6 ENERGY: Knox County Schools have a mandatory EUI (Energy Use Intensity) target of 35 kBtu/ft². During the first three (3) years of full occupancy the EUI will not exceed an average of 40 kBtu/ft².

The schools will be designed to be an Energy Star building. Additional energy efficiency and sustainability ratings such as LEED for Schools are desirable, but not required.

The ASHRAE Advanced Energy Design Guide for K-12 Schools, the Department of Energy's "Energy Design Guidelines for High Performing Schools", available at www.nrel.gov/docs/fy02osti/29105.pdf, and the Green Building Design Council's LEED for Schools, available www.usgbc.org/ShowFile.aspx?DocumentID=7248, and any revisions hereto, should be used as resources for best practices.

4.7 EXISTING FACILITY: The new Lonsdale Elementary School will be constructed while maintaining full use of the existing Lonsdale Elementary School. It is imperative that there is limited disturbance to the daily operation of the existing facility during construction. There shall be no contact by any member of the Design Build Team or it's employees, subcontractors, or any other worker with students or faculty of the existing facility.

After completion and move-in of the new Lonsdale Elementary School, Knox County plans to demolish the existing Lonsdale Elementary School facility. The existing Lonsdale Elementary School property shall be included in the site plan as designed by the Design Build Team. This shall include programming and design for the property. Knox County intends to include demolition and site restoration in the Design Build Team's scope of work, which will be completed as Phase II once the new Lonsdale Elementary School has opened.

4.8 FLOOR PLAN OCCUPANCY: Within forty-five (45) days after occupancy, one (1) set of reproducible, as-built, full floor plans including room and open space work area dimensions, drawn to a minimum scale of 1/8-in. equals 1-ft., as well as entrances, corridors, stairways, ramps, loading docks, elevators, rest rooms, and core areas and one set of as-built construction drawings must be provided to Knox County. A drawing detailing HVAC zones/service areas shall also be supplied. An electronic copy on CD/DVD or flash drive must be included.

4.9 GUARANTEED MAXIMUM PRICE: Knox County expects that reviews will be conducted and a Guaranteed Maximum Price (GMP) for the project will be set upon completion of the design and construction document phase. The Design Build Team shall include an estimated time for establishing the GMP in the proposed construction schedule.

4.10 HVAC: The HVAC design must conform to ASHREA 90.1-2010 and ASHRAE 62.1-200 minimum standards. Detailed designs should be undertaken with the intent to meet the EUI target.

4.11 INSPECTIONS: Construction inspections will be made periodically by Knox County or its designee to review compliance with the solicitation requirements and the final working drawings. Knox County reserves the right to inspect the site at any time without notification.

4.12 LIGHTING: Lighting shall be LED, including: internal, site and parking lot lighting. All LED fixtures shall be by major manufacturer with five (5) years LED lighting experience and shall be UL listed. Five (5) year bulb and driver warranties are required. Interior lighting shall incorporate daylighting strategies wherever practical and cost effective. Classroom and Library lighting shall include bi-level switching (desktop work vs. electronic media). Auditorium, general assembly, gymnasium and parking lot lighting shall be dimmable and programmable.

Site and parking lot lighting shall be designed to minimize "light pollution" as experienced by the surrounding neighborhoods. Lighting levels shall meet local/state code- or IES requirements, whichever is greater.

- 4.13 LIQUIDATED DAMAGES:** The Prime Proposer(s) is responsible to ensure that work shall begin on receipt of the Notice to Proceed and work shall be completed within the Contract Time. **Work is subject to liquidated damages in the amount of one thousand dollars (\$1000) per day. Work is subject to secondary liquidated damages in the amount of two hundred fifty dollars (\$250) per day.**
- 4.14 PROGRAM STANDARDS AND GUIDELINES:** Proposal must follow the attached Knox County Elementary School Program Standards. Any deviation from these standards and specifications could result in rejection of the proposal without the approval of Knox County. Although all proposals shall meet these requirements, proposing parties are encouraged to propose changes to these standards and/or specifications that will reduce the cost of the project and add innovative components but not materially change the nature of the facility being constructed. Proposers should specifically identify in their proposals each of these proposed changes, describe the innovation in details, and the savings that will result due to the acceptance of any such changes. These documents provided by Knox County do not constitute "design" furnished by the owner.
- 4.15 PROJECT/CONSTRUCTION ADMINISTRATION:** The Prime Proposer shall submit a bar chart design and construction schedule showing planned and actual start and finish dates for each design and construction phase, sequencing, submission dates for required deliverables, and major milestones. The schedule shall begin with Notice-To-Proceed through Substantial Completion, ending with estimated Final Completion. Schedules shall be provided within two (2) weeks of Notice-To-Proceed.
- 4.15.1** During construction, the Design Build Team shall hold bi-weekly progress meetings at the site, including the Owner, Design Build Team members, and representatives of subcontractors. The design-build team shall record meeting minutes and distribute them to attendees prior to the next progress meeting. The design-build team shall provide a construction trailer. Trailer will have H.V.A.C. and will be large enough for all team members to attend.
- 4.15.2** Design Build Team members shall make periodic visits to the construction site as required and shall be available to meet and respond to questions from the County and from sub-contractors during construction, commissioning, and punch-out. Knox County's expectations are that the key personnel assigned to the project from the design-build team be available on-demand when issues arise to insure that the project remains on schedule.
- 4.15.3** The Prime Proposer or assigned representative (site superintendent) shall be on the site at all times of work to provide construction supervision, including when sub-contractors are performing work under this contract. It is Knox County's belief that the site superintendent drives the project and is the most important individual assigned to the project. The Prime Proposer(s) is expected to provide the site superintendent's cell phone and email address to Knox County so that the owner has the ability to stay in constant contact with the site superintendent.
- 4.15.4** The Prime Proposer shall maintain a set of approved construction documents, with all approved revisions, at the site as a record mark-up of as-built conditions. These red-lined plans shall be made available to the County throughout the contract.
- 4.15.5** The work site shall be maintained in a neat, orderly, and safe condition at all times. Store and dispose of waste in accordance with applicable codes and regulations. Do not burn waste materials. Do not burn any debris or excess materials on County property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. All extra materials shall be disposed of as directed by the County. Do not use Knox County containers located at nearby/adjacent properties for dispose of material.
- 4.16 PROJECT COMPLETION:** Prior to Final Completion, the Prime Proposer shall submit closeout documents including, but not limited to, release-of-liens, warranties, storm water management certification, maintenance requirements list, documents verifying quality assurance and quality control, subcontractors list per Section 4.18, three sets of operation and maintenance manuals which include testing reports, as-built plans including AUTOCAD electronic drawing files and documents on reproducible medium. Knox County also requests electronic copies on a CD/DVD or flash drive, etc.

4.16.1 The Prime Proposer must provide a Certificate of Occupancy prior to Knox County taking possession of the building.

4.16.2 Prior to final completion, the project shall receive a final cleaning of the entire building and site and made ready for occupancy, including: touch-up, repair, and restoration or replacement of exposed finishes and surfaces; removal of spills and stains; removal of construction equipment, tools and materials; and cleaning of all exposed exterior and interior finishes with appropriate cleaning materials and agents.

4.16.3 Knox County will not take possession nor make any final payments until all “punch out” items are acceptable. Work is subject to liquidated damages and secondary liquidated damages per Section 4.13.

4.17 **SPACE EFFICIENCY:** The design of the space offered must be conducive to efficient layout and good utilization, while providing full accessibility for persons with disabilities. The roof shall be accessible from at least one interior access hatch with fixed ladders providing access to all other levels of a multi-level roof, if applicable.

4.18 **SUBCONTRACTORS:** The Prime Proposer shall include a list of subcontractors in their proposal where practical. Knox County understands that not all subcontractors will be part of the design-build team at this stage of the process. Submittal shall also include a statement of the subcontractors’ qualifications where applicable. All subcontractors shall be licensed as an appropriate contractor for the work described and in good standing with Knox County. The County reserves the right to reject the successful Prime Proposer’s selection of subcontractors for good cause. If a subcontractor is rejected, the Prime Proposer may replace that subcontractor with another subcontractor subject to the approval of the County. Any such replacement shall be at no additional expense to the County, nor shall it result in an extension of time without the County’s written approval.

The subcontractors will not be paid by Knox County. Subcontractors are the responsibility of the awarded Prime Proposer and shall be paid by the awarded Prime Proposer. Knox County shall in no way be responsible, or liable, to any subcontractors.

Knox County strongly encourages the use of small and minority owned subcontractors. The Prime Proposer shall include a plan in their proposal to utilize small and minority owned subcontractors. As part of Project Closeout, the Prime Proposer shall be required to submit to Knox County a report listing all subcontractors and vendors used on the project. This report shall include the subcontractor or vendor’s name, address, current contact information, diversity classification (if known), description of services provided or goods purchased, and contract/purchase amount.

4.19 **TRAINING:** The design-build team shall provide operational and maintenance demonstrations and training of mechanical, electrical systems, and all other systems and/or equipment as necessary and requested to designated members of Knox County and Knox County Schools. All operational and maintenance manuals must be provided in advance of this training.

4.20 **WARRANTIES:** All contractors and sub-contractors must submit the manufacturer’s standard warranty and shall promptly replace or repair defective material, parts, workmanship and/or inadequate design at no cost to Knox County. This includes but is not limited to roofing, waterproofing, deck coatings, prefinished metals, hardware, doors, mechanical and electrical systems, etc.

4.21 **OVERVIEW OF THE ATTACHMENTS:** To aid firms in their response to this solicitation, the following items are attached:

Exhibit 1: Draft Design-Build Contract between successful Prime Proposer and Knox County

Exhibit 2: Insurance Checklist

Exhibit 3: Criminal History Affidavit

Exhibit 4: Drug Free Work Place Certification

Exhibit 5: Non-collusion Affidavit of Prime Bidder

- Exhibit 6 Iran Divestment Act Affidavit
- Exhibit 7: KGIS Map of Lonsdale Elementary School Property
- Exhibit 8: Knox County Elementary School Program Standards

SECTION V PROPOSAL FORMAT

Proposers 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 proposals. Cost of preparation of proposals is the sole responsibility of the proposer. Knox County requires that proposals being submitted be one (1) marked original and five (5) exact copies. An electronic copy on CD/DVD or flash drive, in one complete file, is also requested.

Part I PROPOSER INFORMATION

- Prime Proposer's Company name, address, and telephone/fax numbers
- Prime Proposer's Contact name(s) and telephone number(s)
- Prime Proposer's Contact e-mail address
- Prime Proposer's vendor number as assigned by Knox County
- Prime Proposer's Tennessee Contractors License Number
- Acknowledgment of Addenda (if applicable)
- Prime Proposer's Knox County Business License (if applicable)
- Prime Proposer's Employer Identification Number (EIN)
- Whether Proposer will accept E-Commerce Card for payment

TRANSMITTAL LETTER

Provide a transmittal letter identifying the Prime Proposer. The letter should introduce the design-build team members, briefly summarize the team's background and history working together and any distinguishing qualities or capabilities that uniquely qualify the team for the project. The letter must be signed by the individual regarded as the team leader with authority to bind the Prime Proposer contractually. Please address the letter to Ben Sharbel, Supervisor of Property Development and Asset Management.

DESIGN-BUILD TEAM ORGANIZATION

Provide a diagram of the proposed team structure, clearly describing who the prime responsible firms and individuals are, as well as the roles and responsible individuals of the proposed consultants and sub-contractors. Provide a summary of all team members including names, addresses, contact names, telephone numbers, license numbers, and roles/responsibilities within the team including:

- Prime Proposer
- Design Team Leader
- Engineering Consultants (Includes structural, mechanical, electrical, and civil)
- Specialty Consultants
- Major Sub-contractors considered by the Proposer to be a critical element of the overall team.

Part II TECHNICAL EXPERTISE

Demonstrate special expertise, qualifications, and experience via similar projects completed by the Proposer and team members. This experience must include projects relevant to the construction of schools. Provide one-page resumes of the key members of the design team, engineers, consultants, construction project manager(s), and site superintendent. The current EMR shall be included for the proposer and each subcontractor.

List and describe in detail at least three (3) and no more than five (5) completed and occupied projects which establish the Prime Proposer and Team members' experience with projects relevant to school construction projects over five million dollars. Other projects similar in type to school construction may also be used. Projects for Knox County or the Public Building Authority on behalf of Knox County are not to be included.

Include start date and completion date, brief project description (renovation or new construction and major elements of project), project construction budget, actual project cost, project size (square footage), key personnel involved in the project, and client reference name and contact information. Additional comparable projects which establish the team's experience may also be listed.

Part III

PROJECT & DESIGN APPROACH

Demonstrate how the designers and contractors will work together as a team to create innovative solutions. Include information regarding efficiencies that improve costs as well as features that will improve the energy efficiency of the building. Energy efficiency is an important criteria to Knox County and should be described in detail. Include information regarding the methods and materials used during construction. Include information and plans regarding the site plan, parking, and traffic plan. This section should include a plan for Phase II of the project per Section 4.6.

Provide the Design-Build team's approach to the design process. List and describe each step of the process in detail. Demonstrate how the team will incorporate the program standards per Section 4.14.

Describe in detail the design-build team's approach to budget control, quality control, quality assurance, value engineering, and safety. Describe how the owner, design team, and construction team will work as a team. Include detailed information regarding the team's approach to project/construction administration, specifically the requirements in Section 4.15.

Knox County does not require nor expect a complete design and full set of drawings for this solicitation. This section shall be limited to a maximum of four (4) pages, including drawings, with page size no larger than 8.5 by 14 (legal size). Design-Build Teams will not gain an advantage by providing extra drawings and plans. Knox County expects no more than a prospective simple rendering, simple floor plan, and simple site plan that illustrates the Design-Build Team's initial project and design approach. This is not a design competition. Extra points will not be awarded for extra work. The intent is to create a fair competition while allowing prospective Design-Build Teams to keep their proposal costs to a minimum. As part of the design development phase, Knox County and Knox County Schools will work with the successful Design-Build Team to program and design the new Lonsdale Elementary School.

Part IV

PRICE

- Proposers shall included a construction services fixed fee that shall be stated as a percentage of the total design build costs that includes the following:
 - General Prime Proposer overhead and profit.
 - Prime Proposer personnel not directly assigned to the project such as accountants, clerks, secretaries, and personnel other than those listed under the Construction General Conditions Budget whether in an office or on-site.
 - Prime Proposer officers and other personnel with supervisory status not listed under the Construction General Conditions Budget.
 - The cost of main office equipment and related supplies, maintenance, and service not located on-site.
- Proposers shall provide a Construction General Conditions Budget for the below items for general conditions during the construction phase of the project. The Prime Proposer may indicate an item as Not Applicable, but additional items should not be added at this time. These costs may be negotiated prior to an agreed upon GMP. Costs provided must be monthly and be based on the information provided in this RFP.
 - Project Manager
 - Site Superintendent
 - Assistant Site Superintendent
 - Safety Measures, including Safety Manager & Oversight
 - Temporary Office Trailer
 - Storage Trailer(s)
 - Portable Toilets
 - Trash Collection and Disposal
 - Temporary Construction Utilities (Estimated)
 - Telephone/Wireless
 - Vehicles
 - Fuel

- Office Equipment, Furniture, Supplies, and Expenses
- Insurance including General Liability, Auto, Workers Comp., & Builders Risk
- Payment & Performance Bonds
- Printing & Photographs (does not include printing of construction drawings/documents)

Part V **PROPOSED CONSTRUCTION SCHEDULE**

Provide a master schedule for that indicates major milestones, proposed time to establish the GMP, design, and construction time. Specifically list, in months, how long each major phase of the school project will last as well as the entire project from beginning of design to obtaining the certificate of occupancy. Explain the proposed timing of establishing the GMP and how establishing a GMP at the proposed time will maximize efficiency and cost savings. Provide a detailed list of current projects in work, projected workload over the next eighteen (18) months, and availability of personnel for all major firms that are projected to be part of the Design Build Team, with specific emphasis on the lead design firm and lead construction firm. Current and projected workload should include estimated start (if project is not underway at this time) and completion dates, project location, and total contract budget/project size.

Part VI **FINANCIAL AND LITIGATION HISTORY**

- Submit the Prime Proposer's most recent audited financial statements and verification of the firm's current bonding capacity. Include, at a minimum, balance sheets and income statements for the two most recent fiscal years. This may be provided in a separate envelope, sealed, and labeled confidential.
- Provide a letter to Knox County from the Prime Proposer's bonding company evidencing the ability to provide a Payment Bond and a Performance Bond for the project in the budgeted amount of nineteen million (\$19,000,000) dollars.
- Provide a letter to Knox County from the insurance broker or carrier of the prime proposer evidencing the ability to provide Builder's Risk insurance for the project in the budgeted amount of nineteen million (\$19,000,000) dollars.
- Describe the circumstances, status, and outcome of any arbitration or litigation (over \$50,000 and all instances of breach of an Owner contract) in which the Prime Proposer or other major members of the design-build team have been involved over the last five (5) years. Provide the name of the project, the parties involved, the general nature of the dispute, and the outcome or current status.

Part VII **LICENSES**

Provide copies of all Licenses required to perform this work, including both general contracting and design team licenses. Licenses should be provided for all key team members/firms.

Part VIII **ATTACHMENTS**

Prime Proposers must execute and include the attachments listed below. Failure to do so may result in the proposal being disqualified.

- Insurance Checklist (Exhibit 2)
- Criminal History Affidavit (Exhibit 3)
- Drug Free Work Place Certification (Exhibit 4)
- Non-collusion Affidavit of Prime Bidder (Exhibit 5)
- Iran Divestment Act Signature Page (Exhibit 6)

Part IX **ANY OTHER INFORMATION THAT WOULD ADD VALUE TO YOUR PROPOSAL**

Part X **EXCEPTIONS**

Proposers are to include any and all exceptions taken to this solicitation under this part. Do not mark through or otherwise alter the language of this RFP in your response

Failure to include any of the above information or any other information requested may result in the proposer being disqualified.

EXHIBIT 1
DRAFT CONTRACT

EXHIBIT 2
KNOX COUNTY PURCHASING DIVISION
INSURANCE CHECKLIST
RFP #2928

THE CERTIFICATE OF INSURANCE MUST SHOW ALL COVERAGES & ENDORSEMENTS WITH "YES" AND ITEMS 20 TO 24.

REQUIRED:	NUMBER	TYPE OF COVERAGE	COVERAGE LIMITS																														
YES	1.	WORKERS COMPENSATION	STATUTORY LIMITS OF TENNESSEE																														
YES	2.	EMPLOYERS LIABILITY	\$100,000 PER ACCIDENT \$100,000 PER DISEASE \$500,000 DISEASE POLICY LIMIT																														
YES	3.	<div style="text-align: center;"> AUTOMOBILE LIABILITY <table border="1" style="margin: auto;"> <tr> <td style="width: 50px; text-align: center;">X</td> <td style="width: 150px;">ANY AUTO-SYMBOL (1)</td> <td style="width: 50px;"></td> </tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </table> </div>	X	ANY AUTO-SYMBOL (1)														<table border="1" style="width: 100%;"> <tr> <td style="width: 80%;">COMBINE SINGLE LIMIT (Per -Accident)</td> <td style="width: 20%; text-align: center;">\$1,000,000</td> </tr> <tr> <td>BODY INJURY (Per -Person)</td> <td> </td> </tr> <tr> <td>BODY INJURY (Per-Accident)</td> <td> </td> </tr> <tr> <td>PROPERTY DAMAGE (Per-Accident)</td> <td> </td> </tr> </table>	COMBINE SINGLE LIMIT (Per -Accident)	\$1,000,000	BODY INJURY (Per -Person)		BODY INJURY (Per-Accident)		PROPERTY DAMAGE (Per-Accident)								
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YES	4.	<div style="text-align: center;"> COMMERCIAL GENERAL LIABILITY </div> <table border="1" style="width: 100%; margin-top: 5px;"> <tr> <td style="width: 40%;">CLAIM MADE</td> <td style="width: 10%; text-align: center;">X</td> <td style="width: 10%;">OCCUR</td> <td style="width: 40%;">EACH OCCURRENCE</td> <td style="width: 10%; text-align: center;">\$ 2,000,000</td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td>FIRE LEGAL LIABILITY</td> <td style="text-align: center;">\$ 100,000</td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td>MED EXP (Per person)</td> <td style="text-align: center;">\$ 5,000</td> </tr> <tr> <td colspan="3">GEN'L AGGREGATE LIMITS APPLIES PER</td> <td>PERSONAL & ADV INJURY</td> <td style="text-align: center;">\$ 2,000,000</td> </tr> <tr> <td>POLICY</td> <td style="text-align: center;">X</td> <td>PROJECT</td> <td>GENERAL AGGREGATE</td> <td style="text-align: center;">\$ 4,000,000</td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td>PRODUCTS-COMPLETED OPERATIONS/AGGREGATE</td> <td style="text-align: center;">\$ 4,000,000</td> </tr> </table>	CLAIM MADE	X	OCCUR	EACH OCCURRENCE	\$ 2,000,000				FIRE LEGAL LIABILITY	\$ 100,000				MED EXP (Per person)	\$ 5,000	GEN'L AGGREGATE LIMITS APPLIES PER			PERSONAL & ADV INJURY	\$ 2,000,000	POLICY	X	PROJECT	GENERAL AGGREGATE	\$ 4,000,000				PRODUCTS-COMPLETED OPERATIONS/AGGREGATE	\$ 4,000,000	<div style="text-align: center;">LIMITS</div>
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			PRODUCTS-COMPLETED OPERATIONS/AGGREGATE	\$ 4,000,000																													
YES	5.	PREMISES/OPERATIONS	\$1,000,000 CSL BI/PD EACH OCCURRENCE \$2,000,000 ANNUAL AGGREGATE																														
YES	6.	INDEPENDENT CONTRACTOR	\$1,000,000 CSL BI/PD EACH OCCURRENCE \$1,000,000 ANNUAL AGGREGATE																														
YES	7.	CONTRACTUAL LIABILITY (MUST BE SHOWN ON CERTIFICATE)	\$1,000,000 CSL BI/PD EACH OCCURRENCE \$1,000,000 ANNUAL AGGREGATE																														
YES	8.	XCU COVERAGE	NOT TO BE EXCLUDED																														
YES	9.	UMBRELLA LIABILITY COVERAGE	\$10,000,000.00																														
		PROFESSIONAL LIABILITY																															
NO NO NO NO	10.	<table border="1" style="width: 100%;"> <tr> <td style="width: 50px;"></td> <td>ARCHITECTS & ENGINEERS</td> <td rowspan="4" style="width: 50%;">\$1,000,000 PER OCCURRENCE/CLAIM \$2,000,000 PER OCCURRENCE/CLAIM \$1,000,000 PER OCCURRENCE/CLAIM \$1,000,000 PER OCCURRENCE/CLAIM</td> </tr> <tr><td> </td><td>ASBESTOS & REMOVAL LIABILITY</td></tr> <tr><td> </td><td>MEDICAL MALPRACTICE</td></tr> <tr><td> </td><td>MEDICAL PROFESSIONAL LIABILITY</td></tr> </table>		ARCHITECTS & ENGINEERS	\$1,000,000 PER OCCURRENCE/CLAIM \$2,000,000 PER OCCURRENCE/CLAIM \$1,000,000 PER OCCURRENCE/CLAIM \$1,000,000 PER OCCURRENCE/CLAIM		ASBESTOS & REMOVAL LIABILITY		MEDICAL MALPRACTICE		MEDICAL PROFESSIONAL LIABILITY																						
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	MEDICAL PROFESSIONAL LIABILITY																																
NO	11.	MISCELLANEOUS E & O	\$500,000 PER OCCURRENCE/CLAIM																														
NO	12.	MOTOR CARRIER ACT ENDORSEMENT	\$1,000,000 BI/PD EACH OCCURRENCE UNINSURED MOTORIST (MCS-90)																														
NO	13.	MOTOR CARGO INSURANCE																															
NO	14.	GARAGE LIABILITY	\$1,000,000 BODILY INJURY, PROPERTY DAMAGE PER OCCURRENCE																														
NO	15.	GARAGEKEEPER'S LIABILITY	\$500,000 COMPREHENSIVE \$500,000 COLLISION																														
NO	16.	INLAND MARINE BAILEE'S INSURANCE	\$																														
NO	17.	DISHONESTY BOND	\$																														
YES	18.	BUILDERS RISK	PROVIDE COVERAGE IN THE FULL AMOUNT OF THE CONTRACT UNLESS PROVIDED BY OWNER.																														
NO	19.	USL&H	FEDERAL STATUTORY LIMITS																														

20. CARRIER RATING SHALL BE BEST'S RATING OF A-VII OR BETTER OR ITS EQUIVALENT.

21. NOTICE OF CANCELLATION OR NON-RENEWAL OF ANY OR ALL OF THE ABOVE REQUIRED POLICIES SHALL BE PROVIDED TO COUNTY IN ACCORDANCE WITH THE POLICY PROVISIONS. A COPY OF THE CURRENT CANCELLATION ENDORSEMENT FOR THE ABOVE REQUIRED POLICIES SHALL BE ATTACHED TO THIS COMPLETED INSURANCE CHECKLIST.

22. THE COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED ON ALL COMMERCIAL, GENERAL LIABILITY, AUTOMOBILE LIABILITY, AND UMBRELLA LIABILITY POLICIES.
23. CERTIFICATE OF INSURANCE SHALL SHOW THE RFP NUMBER AND TITLE.
24. OTHER INSURANCE REQUIRED _____.

INSURANCE AGENT'S STATEMENT AND CERTIFICATION: I HAVE REVIEWED THE ABOVE REQUIREMENTS WITH THE PROPOSER NAMED BELOW.

AGENCY NAME: _____ AUTHORIZING SIGNATURE: _____

PROPOSER'S STATEMENT AND CERTIFICATION: IF AWARDED THE CONTRACT, I WILL COMPLY WITH THE CONTRACT INSURANCE REQUIREMENTS.

PROPOSER NAME: _____ AUTHORIZING SIGNATURE: _____

**EXHIBIT 3
RFP #2928
AFFIDAVIT OF COMPLIANCE**

WITH

TENNESSEE CRIMINAL HISTORY RECORDS CHECK

TENNESSEE CODE ANNOTATED, SECTION 49-5-413

(To be submitted with bid by contractor)

I, _____, president or other principal

Officer of _____, swear or affirm that the
Name of Company

Company is in compliance with Public Chapter 587 of 2007, codified at Tennessee Code Annotated 49-5-413, in effect at the time of this bid submission at least to the extent required of governmental entities. I further swear or affirm that the company is in compliance with Tennessee Code Annotated, § 49-5-413.

President or Principal Officer

For: _____
Name of Company

STATE OF TENNESSEE}
COUNTY OF _____ }

Subscribed and sworn before me by _____,

President or Principal Officer of _____,

On this _____ day of _____ 2 _____.

Notary Public

My Commission expires: _____

EXHIBIT 4
RFP #2928
AFFIDAVIT OF COMPLIANCE

WITH
DRUG-FREE WORKPLACE REQUIREMENTS OF
TENNESSEE CODE ANNOTATED, § 50-9-113

(To be submitted with proposal by construction contractor with 5 or more employees)

I, _____, President or other Principal

Officer of _____, swear or affirm that the
Name of Company

Company has a drug-free workplace program that complies with Title 50, Chapter 9, Tennessee Code Annotated, in effect at the time of this proposal submission at least to the extent required of governmental entities. I further swear or affirm that the company is in compliance with Tennessee Code Annotated, § 50-9-113.

President or Principal Officer

For: _____
Name of Company

STATE OF TENNESSEE}
COUNTY OF _____ }

Subscribed and sworn before me by _____,

President or Principal Officer of _____,

On this _____ day of _____ 2 _____.

Notary Public

My Commission expires: _____

EXHIBIT 5
RFP #2928

NONCOLLUSION AFFIDAVIT OF PRIME PROPOSER

STATE OF _____)

COUNTY OF _____)

_____, being first duly sworn, deposes and says that:

1. He/She is _____ of _____, the Proposer that has submitted the attached Proposal;

2. He/She is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

3. Such Proposal is genuine and is not a collusive or sham Proposal;

4. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Proposer, firm or person to submit a collusive or sham Proposal in connection with the Contract for which the attached Proposal has been submitted or to refrain from Proposing in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other proposer, firm or person to fix the price or prices in the attached Proposal or of any other proposer, or to secure through any other proposer, or to fix any overhead, profit or cost element of the proposal price or the proposal price of any other proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Knox County, TN, or any person interested in the proposed contract;

5. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by a collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed)

(Title)

Subscribed and sworn to before me this _____ day of _____, 20____

(Signature)

My commission expires _____

EXHIBIT 6
RFP #2928
AFFIDAVIT OF COMPLIANCE WITH
IRAN DIVESTMENT ACT

TENNESSEE CODE ANNOTATED, SECTION 12-12-106

Comes _____, for and on behalf of
(*Printed name of Principal Officer of Company*)

_____, (the "Company") and, after being duly authorized
by the Company so to do, makes oath that:

By submission of this solicitation, each person signing on behalf of any offeror certifies, and in the case of a joint partnership, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each offeror is not on the list created pursuant to the Iran Divestment Act, Tenn. Code Ann. § 12-12-106.

Signature

Title

Sworn to and subscribed before me, a Notary Public, this ____ day of _____, 20__.

Signature of Notary Public

Notary Public
My Commission Expires:

EXHIBIT 7
RFP #2928

KGIS MAP

EXHIBIT 8
RFP #2928

Knox County Elementary School Program Standards