

The Procurement Division of Knox County, Tennessee will receive sealed Request for Qualifications (RFQ) for **Architectural and Engineering Services** as specified herein. Qualifications must be received by **2:00 p.m. on August 6, 2024**. Late submittals will neither be considered nor returned.

Deliver Qualifications To:

**Solicitation Number 3579
Knox County Procurement Division
Suite 100
1000 North Central Street
Knoxville, Tennessee 37917**

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

SECTION I GENERAL TERMS AND CONDITIONS

1.1 ADDITIONAL INFORMATION: Knox County wants requests for additional information routed to Ben Sharbel, CPPPO, 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 may be obtained on the internet at www.knoxcounty.org/procurement.

1.2 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.

1.3 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 the 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

1.4 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.

1.5 COPIES: Knox County **requires** that Qualifications being submitted be one (1) marked original and two (2) exact copies. An electronic copy on CD/flash-drive, in one complete file, is also required.

1.6 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 the RFQ being deemed non-responsive and disqualified.

1.7 ELECTRONICALLY SUBMIT RESPONSE: Due to the nature of this solicitation, the Knox County Procurement Division **will not** accept electronically submitted responses. Facsimile submission is strictly prohibited.

- 1.8 **HOW TO DO BUSINESS:** Knox County utilizes a web-based Procurement software system, "KnoxBuys". 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, register as a vendor in our on-line Procurement system, "KnoxBuys", 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 Section 1.1 of this document.
- 1.9 **INCURRED COSTS:** Knox County will not be liable in any way for costs incurred by any respondent in the preparation and submission of its RFQ in response to this solicitation, 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.
- 1.10 **NO CONTACT POLICY:** After the date and time the firm receives this solicitation, any contact initiated by any firm with any Knox County representative, other than the Procurement Division representative listed herein, concerning this solicitation **is strictly prohibited**. Any such unauthorized contact may cause the disqualification of the firm from this process. If the firm is found in violation of this section for any reason, it could result in debarment from Knox County's bidders' list for twenty-four (24) months.
- 1.11 **NON-COLLUSION:** Vendors, by submitting a signed solicitation, 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.
- 1.12 **QUALIFICATIONS DELIVERY:** Knox County requires vendors, when hand delivering Qualifications, 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. The time clock in the Procurement Division shall serve as the official record of time.
- 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.**
- 1.13 **RECYCLING:** Knox County, in its continuing efforts to lessen the amount of landfill waste and to further recycling efforts, request that Qualifications be submitted on paper and shall:
- Be submitted on recycled paper
 - Not include pages of unnecessary advertising
 - Be made on both sides of each sheet of paper
- 1.14 **SIGNING OF SUBMITTALS:** **In order to be considered all Submittals 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 Qualifications document. It is suggested that mailed Qualifications be sent by certified or registered mail with return receipt requested or Qualifications sent via common carrier include tracking and delivery confirmation.
- 1.15 **TITLE VI OF THE 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.
- 1.16 **UNFORESEEN CIRCUMSTANCES:** During periods of closure due to unforeseen circumstances in Knox County or closures at the direction of the Knox County Mayor, the Procurement Division will enact the following procedures in regards to solicitations and closures:
- 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 unforeseen circumstances 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 any unforeseen circumstances.

1.17 **VENDOR REGISTRATION:** Prior to the closing of this solicitation, **ALL INTERESTED FIRMS 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 Procurement Division **prior** to submitting their response. Knox County shall not be responsible for technical difficulties experienced by vendors trying to register less than twenty-four (24) hours prior to the solicitation closing time.

1.18 **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 PROJECT:** Knox County, an Equal Opportunity/Affirmative Action Employer, and Knox County Schools seeks to retain the services of a professional architectural firm to provide design services for the following project as indicated on the proposed Knox County Schools FY25 Capital Improvement Plan (CIP).

An Addition to Halls Middle School. The scope of work for this project is to provide full architectural/engineering services from schematic design through construction administration to include, but not be limited to the following:

- Provision of a four (4) classroom addition, to facilitate removal of existing temporary classroom buildings
- Expansion of the existing cafeteria to better support the student population
- Demolition of the existing gymnasium and provision of a new gymnasium, including applicable support spaces, to satisfy current programmatic needs
- Improvements to vehicular traffic patterns and flow at the shared middle school/high school campus

The project shall be designed in accordance with the established program standards to be provided by Knox County Schools. Knox County Schools is interested in the Designer exploring the use of insulated concrete forms (ICF). It should be noted that funding for both design and construction is included in the FY25 CIP.

2.2 **COMPLIANCE WITH ALL APPLICABLE REGULATIONS:** Successful firm 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.

2.3 **CONTRACT EXECUTION:** It is the intent of Knox County Schools to enter into a contract with the highest evaluated respondent. 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 the contract for design services with the firm selected from the RFQ shall be established as a set fee, negotiated between a principal of the architectural firm and a designated representative 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).

2.4 **EVALUATION:** Knox County will evaluate the submitted qualifications and make a determination of the firm 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 below.** The highest evaluated respondent will be considered for contract negotiation. Knox County reserves the right to use all pertinent information (including information 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.

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.

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.

- 2.5 NEGOTIATIONS:** Knox County reserves the right to enter into Contract negotiations with the highest-rated vendor(s). If Knox County and the selected vendor(s) cannot negotiate a successful agreement, Knox County may terminate said negotiations and begin negotiations with the next highest-rated vendor. This process will continue until a Contract has been executed or all submittals have been rejected. No vendor shall have any rights against Knox County arising from such negotiations.
- 2.6 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.
- 2.7 PUBLIC RECORDS ACT:** Knox County is subject to the Tennessee Public Records Act 10-7-503 et seq. Respondents are cautioned that all documents submitted on behalf of this solicitation shall be open to the public for viewing and inspection and Knox County will comply with all legitimate requests. Submission of this solicitation will be an acknowledgement to this provision.
- 2.8 QUALIFICATION FORMAT:** This solicitation is in the Request for Qualifications (RFQ) format. At the specified date and time, each participating vendor's name will be publicly read aloud. No further information will be given at that time. Evaluation of the qualifications will proceed as expeditiously as possible and successful, as well as unsuccessful, notification will be given. Upon the Contract being fully executed, all submissions will be made public and open for viewing. Interested individuals may call the Procurement Division to schedule a time to review the submissions.
- 2.9 REJECTION OF QUALIFICATIONS:** Knox County reserves the right to reject any and all qualifications received as a result of this request and to waive any informality, technical, defect or clerical error in any submittal, as the interests of the County may require. Non-acceptance of any submittal will be devoid of any criticism of the submittal and of any implication that the submittal is deficient in any manner. Non-acceptance of any submittal shall be construed as meaning simply that the County does not deem the submittal to be acceptable or that another submittal was deemed to be more advantageous to Knox County for the qualifications submitted.

SECTION III RFQ FORMAT

Vendors shall use the following format for the preparation and submission of their qualifications. Failure to follow this format may be just cause for rejection of submittals. 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 two (2) exact copies. An electronic copy in a single .pdf file on a CD/DVD or flash drive is also required.

Part I SIGNED LETTER AUTHORIZING SUBMISSION OF THE QUALIFICATIONS

Part II VENDOR INFORMATION

- Company Name, Address, and telephone number
- Contact name(s) and telephone number(s)
- Contact e-mail address (required)
- Firm's website address
- Firm's Vendor Number as assigned by the Knox County Procurement Division
- Firm's Knox County Business License (if applicable)
- Firm's Employer Identification Number (EIN)
- Firm's form of business (sole proprietor, corporation, nonprofit, etc.)
- List any mergers, acquisitions, or sales of the firm within the last five (5) years and if so, provide relevant details.

- Provide a list of current projects on which the firm is committed and what services are being provided.
- Copies of all licenses, permits and professional certifications for company and employees
- Acknowledgment of Addenda (if applicable)

Part III

QUALIFICATIONS AND EXPERIENCE

- 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, including the design of ICC 500-compliant storm shelters and design experience utilizing insulated concrete forms (ICF). Designer Qualifications that are submitted as a joint venture will be evaluated on the combined past experience.
(Maximum Score: 30 points)
- 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 renovations. 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)
- Provide information on up to five (5) projects of similar type, scope, and complexity that have been completed within the last five (5) years. 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 owners schedule. Photographs showing each of the five (5) projects are encouraged. Include a reference (owner representative) for each project including contact name, telephone number, and email address.
(Maximum Score: 15 points)
- Provide a matrix showing the relationship between the projects and the key personnel.
(Maximum Score: 5 points)

Part IV

TECHNICAL SERVICES

- 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.: documentation of existing conditions, program verification, planning, design, architectural and engineering, contract documents, specifications, accessibility, data/AV services, cost estimating, value engineering) that will be needed to complete this project. 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: 25 points)
- Provide an organizational chart for this project illustrating lines of authority and specific staff proposed for this project. The chart shall include the key personnel (firm and consultants) with their responsibility/duties identified in detail.
(Maximum Score: 5 points)

Part V

LITIGATION, BANKRUPTCY, AND CONFLICT OF INTEREST

- Describe any current litigation with which the firm is currently involved and list any litigation the firm has been involved with the past five (5) years.
- Describe any bankruptcy or insolvency proceedings within the last ten (10) years.
- Describe any potential conflicts of interest of the firm, its consultants, or any individual who shall perform work under the contract (e.g., employment by Knox County) and, if so, the nature of that conflict.

Failure to submit any of the above information or any other information requested in this Request for Qualifications may result in the response being disqualified.

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.