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## **REQUEST FOR QUALIFICATIONS**

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### **Best Value Procurement Option One**

*For the Project Titled:*

**SCSP Stone Door Annex Visitor Center and  
Campground (at Savage Gulf State Park)  
South Cumberland State Park  
Monteagle, Grundy TN  
SBC Project No.: 126/116-01-2022**

**Release Date: 4.19.24**

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## **1. INTRODUCTION**

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### **1.1. State of Procurement Purpose**

The State of Tennessee, Department of General Services, State of Tennessee Real Estate Asset Management ("STREAM"), hereinafter referred to as "the State," has issued this Request for Qualifications ("RFQ") to define the State's minimum service requirements, solicit responses, detail response requirements; and, outline the State's process for evaluating responses and selecting a contractor using the Best Value Procurement Option One ("BV1").

Through this RFQ, the State seeks to procure necessary services at the most favorable, competitive prices and to give ALL qualified businesses, including those that are owned by minorities, women, Tennessee service-disabled veterans, and small business enterprises, an opportunity to do business with the State as contractors, subcontractors or suppliers.

A site visit will not be held as a part of the qualifications process. A formal site visit, if any, will be conducted as a part of the bidding process later.

### **1.2. Project Description**

**License Classifications must cover 60% of the scope of work of the Project.**

Construct a visitor center and a fully functioning recreational vehicle campground with roadway and infrastructure at Savage Gulf State Park. Main components include tree removal, site excavation and grading, bathhouses, ductile iron water main with smaller PVC water lines for the campground, gravity sewer lines and manholes, and grinder pump stations and force mains.

### **1.3. Current Project Status**

The project is currently in the Design Document Phase and will include design drawings and specifications, The project is being designed by CTI Engineers, Inc 3354 Perimeter Hill Dr., St 140, Nashville, TN 37211 and Upland Design Group, P.O. Box 1026, Crossville, TN 38557.

### **1.4. Project Location**

Monteagle, Grundy County, Tennessee

### **1.5. Project Expectations, and Objectives**

The contractor will be required to adhere to Owner requirements as established by the drawings and specifications and permit requirements established by authorities having jurisdiction over the project. The Contractor shall demonstrate that they have successfully completed similar construction projects (as described above), and that they have the necessary equipment and labor to complete the work.

The Contractor shall comply with the State of Tennessee High Performance Building Requirements (HPBr) and the HPBr checklist as included in the projects specifications. The Contractor shall be required to comply with the commissioning requirements of selected equipment as listed in the specifications. The Contractor shall comply with the requirements of an ARAP permit for multiple stream crossings. The Contractor shall have a TDEC Level 1 certified personnel to conduct twice - weekly construction storm water inspections. The main road into the park will be constructed by TDOT. The Contractor shall be required to coordinate the construction activities of the visitor center and campground with the contractor selected by TDOT for the construction of the main road.

**1.6. Project Construction Budget**

Preliminary Estimated Construction Cost for this Project is \$15,057,090

**1.7. Nondiscrimination**

No person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of a contract pursuant to this solicitation or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, creed, color, religion, (subject to *Tennessee Code Annotated*, Sections 4-21-401 and 405), sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Respondent pursuant to this solicitation must, upon request, show proof of such nondiscrimination and must post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

**1.8. RFQ Communications**

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

**SBC PROJECT No.: 126/116-01-2022**

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

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

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

And hard copy communication of the above must be directed to:

Nickie Smith, Procurement Officer  
William R. Snodgrass Tennessee Tower, 24<sup>th</sup> Floor  
312 Rosa L. Parks Avenue  
Nashville, TN 37243

1.8.2.2. Notwithstanding the foregoing, prospective Respondents may alternatively contact:

- a. Staff of the Governor's Office of Diversity Business Enterprise for assistance available to minority-owned, woman-owned, Tennessee service-disabled veteran owned, and small businesses as well as general, public information relating to this RFQ (visit [www.tn.gov/businessopp/](http://www.tn.gov/businessopp/) for contact information); and

- b. [Daphne.hall@tn.gov](mailto:Daphne.hall@tn.gov) is the individual designated by the State to coordinate compliance with the nondiscrimination requirements of the State of Tennessee, Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and associated federal regulations.
- 1.8.3. Only the State's official, written responses and communications with Respondents are binding with regard to this RFQ. Oral communications between a State official and one or more Respondents are unofficial and non-binding.
- 1.8.4. Potential Respondents shall ensure that the State receives all written questions and comments, including questions and requests for clarification, no later than the Written Questions & Comments Deadline detailed in the RFQ Section 2, Schedule of Events. If written questions and comments are not received by the deadline, the State is not obligated to respond.
- 1.8.5. Respondents assume the risk of the method of dispatching any communication or response to the State. The State assumes no responsibility for delays or delivery failures resulting from the Respondent's method of dispatch. Actual or digital "postmarking" of a communication or response to the State by a specified deadline is not a substitute for the State's actual receipt of a communication or response.
- 1.8.6. The State will convey all official responses and communications related to this RFQ to the prospective Respondents from whom the State has received a Notice of Intent to Respond (refer to RFQ Section 1.12).
- 1.8.7. The State reserves the right to determine, at its sole discretion, the method of conveying official, written responses and communications related to this RFQ. Such written communications may be transmitted by mail, hand-delivery, facsimile, electronic mail, Internet posting, or any other means deemed reasonable by the State. For internet posting, please refer to the following website:  
  
<https://www.tn.gov/generalservices/real-estate-/contractors/requests-for-qualification--rfqs-.html>
- 1.8.8. The State reserves the right to determine, at its sole discretion, the appropriateness and adequacy of responses to written comments, questions, and requests related to this RFQ. The State's official, written responses will constitute an amendment of this RFQ.
- 1.8.9. Any data or factual information provided by the State (in this RFQ, an RFQ amendment, or any other communication relating to this RFQ) is for informational purposes only. The State will make reasonable efforts to ensure the accuracy of such data or information; however, it is the Respondent's obligation to independently verify any data or information provided by the State. The State expressly disclaims the accuracy or adequacy of any information or data that it provides to prospective Respondents.

## **1.9. Assistance to Respondents with a Handicap or Disability**

Prospective Respondents with a handicap or disability may receive accommodation relating to the communication of this RFQ and participation in the RFQ process. Prospective Respondents may

contact the Procurement Officer to request such reasonable accommodation no later than the Disability Accommodation Request Deadline detailed in the RFQ Section 2, Schedule of Events.

#### **1.10. Respondent Required Review & Waiver of Objections**

1.10.1. Each prospective Respondent shall carefully review this RFQ, including but not limited to, attachments, amendments, questions, comments, defects, objections, or any other matter requiring clarification or correction (collectively called “Questions and Comments”).

1.10.2. Any prospective Respondent having Questions and Comments concerning this RFQ must provide them in writing to the State no later than the written Questions & Comments Deadline detailed in the RFQ Section 2, Schedule of Events.

1.10.3. Protests based on any objection to the RFQ will be considered waived and invalid if the objection has not been brought to the attention of the State, in writing, by the Written Questions & Comments Deadline.

#### **1.11. Pre-Response Conference [OPTIONAL – VIRTUAL]**

A Pre-Response Conference will be held at the time and date detailed in the RFQ Section 2, Schedule of Events. Pre-Response Conference attendance is not mandatory. The Pre-Response Conference will take place via WebEx (see details below):

Meeting link:

<https://tn.webex.com/tn/j.php?MTID=m0b1c1a2c026e0367eb939e0fe225b3b6>

Meeting number:

**Join by phone**

+1 615-747-4911 Webex Call-In

+1-415-655-0001 US Toll

[Global call-in numbers](#)

The purpose of the conference is to discuss the RFQ Scope of Services. The State will entertain questions, however, prospective Respondents understand that the State’s oral response to any question at the Pre-Response Conference are unofficial and non-binding. Prospective Respondents must submit all questions, comments, or other concerns regarding the RFQ in writing prior to the Written Questions & Comments Deadline date detailed in the RFQ Section 2, Schedule of Events. The State will send the official response to these questions and comments to prospective Respondents from whom the State has received a Notice of Intent to respond as indicated in RFQ Section 1.12, and on the date detailed in the RFQ Section 2, Schedule of Events.

#### **1.12. Notice of Intent to Respond**

Before the Notice of Intent to Respond Deadline detailed in the RFQ Section 2, Schedule of Events, prospective Respondents should submit to the Procurement Officer a Notice of Intent to Respond (in the form of a simple e-mail or other written communication). Such notice should include the following information:

- the business or individual’s name (as appropriate);

- a contact person's name and title; and
- the contact person's mailing address, telephone number, facsimile number, and e-mail address.

**A Notice of Intent to Respond creates no obligation and is not a prerequisite for submitting a response, however, it is necessary to ensure receipt of any RFQ amendments or other notices and communications relating to this RFQ.**

### **1.13. Response Deadline**

A Respondent must ensure that the State receives a response no later than the Response Deadline time and date detailed in the RFQ Section 2, Schedule of Events. A Respondent must respond to this RFQ (including its attachments), as may be amended, as required. The State will not accept late responses, and a Respondent's failure to submit a response before the Response Deadline will result in disqualification of the response. It is the responsibility of the Respondent to ascertain any additional security requirements with respect to packaging and delivery to the State of Tennessee. Respondents should be mindful of any potential delays due to security screening procedures, weather, or other filing delays whether foreseeable or unforeseeable.

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## 2. RFQ SCHEDULE OF EVENTS

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

EVENT	TIME (central time zone)	DATE (all dates are State business days)
1. RFQ Issued		4/19/24
2. Disability Accommodation Request Deadline		4/24/24
3. Pre-Response Conference	9AM	5/7/24
4. Notice of Intent to Respond Deadline		5/8/24
5. Written "Questions & Comments" Deadline	2 PM	5/14/24
6. State Response to Written "Questions & Comments"		5/17/24
7. Response Deadline	2 PM	5/22/24
8. State Completion of Technical Submittal Evaluations		5/31/24
9. State Issues Evaluation Notice <u>and</u> RFQ Files Opened for Public Inspection		5/31/24
10. Protest Period Ends		6/7/24
11. Anticipated Bid Date (for qualified Respondents)		7/10/24
12. Anticipated Contract Start		8/21/24

2.2. **The State reserves the right, at its sole discretion, to adjust the RFQ Schedule of Events as it deems necessary.** Any adjustment of the Schedule of Events will constitute an RFQ amendment, and the State will communicate such to potential Respondents from whom the State has received a Notice of Intent to Respond (refer to RFQ Section 1.12).



### 3. RESPONSE REQUIREMENTS

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

- 3.1.1. **Technical Response.** RFQ Attachment 6.2., Technical Response & Evaluation Guide provides the specific requirements for submitting a response. This guide includes mandatory requirement items, general qualifications and experience items, and technical qualifications, experience, and approach items all of which must be addressed with a written response and, in some instances, additional documentation.

**NOTICE: A technical proposal must not include any pricing or cost information related to this project. If any pricing or cost information amounts related to this project are included in any part of the technical proposal, the State may deem the proposal to be non-responsive and reject it.**

- 3.1.1.1. A Respondent shall use the RFQ Attachment 6.2., Technical Response & Evaluation Guide to organize, reference, and draft the Technical Response by duplicating the attachment, adding appropriate page numbers as required, and using the guide as a table of contents covering the Technical Response.
- 3.1.1.2. A response, and any reference material included, shall not exceed 75 pages (including all required forms and documents), be written in English using a 12-point font, have pages numbered, and be on standard on standard 8 ½" x 11" pages, although oversize exhibits are permissible. All responses should be economically prepared, with emphasis on completeness and clarity.
- 3.1.1.3. All information and documentation included in a Technical Response shall respond to or address a specific requirement detailed in the RFQ Attachment 6.2., Technical Response & Evaluation Guide. All information shall be incorporated into a response to a specific requirement and clearly referenced. Any information not meeting these criteria will be deemed extraneous and will not contribute to evaluations.
- 3.1.1.4. The State may determine a response to be non-responsive and reject it if:
- a. The Respondent fails to organize and properly reference the Technical Response as required by this RFQ and the RFQ Attachment 6.2., Technical Response & Evaluation Guide; or
  - b. The Technical Response document does not appropriately respond to, address, or meet all of the requirements and response items detailed in the RFQ Attachment 6.2., Technical Response & Evaluation Guide.

#### 3.2. Response Delivery (Electronic Format)

- 3.2.1. A Respondent must ensure that the State receives a Response to this RFQ no later than the Response Deadline time and dates detailed in the RFQ Section 2, Schedule of Events.
- 3.2.2. The **Technical Response** document must be **e-mailed** to the Procurement Officer (contact information listed below) with the attachment clearly labeled as indicated in section 3.3 below.

Nickie Smith, Procurement Officer  
Department of General Services  
Email: [Nickie.smith@tn.gov](mailto:Nickie.smith@tn.gov)

### 3.3. Response Format (Electronic Format)

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

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

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

**SBC No. 126/116-01-2022 TECHNICAL RESPONSE FROM [ RESPONDENT LEGAL ENTITY NAME]”**

Technical Response document with the file name:

**“SBC No. 126/116-01-2022 TECHNICAL RESPONSE FROM [ RESPONDENT LEGAL ENTITY NAME]”**

3.3.3. The Response Package Cover Sheet (RFQ Attachment 6.3.a) must be completed filled in with all pertinent information and included as the cover sheet for the Technical Response.

### 3.4 Response & Respondent Prohibitions:

3.4.1. A response must not include alternate contract terms and conditions. If a response contains such terms and conditions, the State, at its sole discretion, may determine the response to be a non-responsive counteroffer and reject it.

3.4.2. A response must not restrict the rights of the State or otherwise qualify either the offer to deliver goods or provide services as required by this RFQ. If a response restricts the rights of the State or otherwise qualifies either the offer to deliver goods or provide services as required by this RFQ, the State, at its sole discretion, may determine the response to be a non-responsive counteroffer and reject it.

3.4.3. A response must not propose alternative goods or services (*i.e.*, offer services different from those requested and required by this RFQ), unless expressly requested in this RFQ. The State may consider a response of alternative goods or services to be non-responsive and reject it.

3.4.4. A Respondent must not provide, for consideration in this RFQ process or subsequent contract negotiation, any information that the Respondent knew or should have known was materially incorrect. If the State determines that a Respondent has provided such incorrect information, the State will deem the Response non-responsive and reject it.

- 3.4.5. A Respondent must not submit more than one Technical Response in response to this RFQ, except as expressly requested by the State in this RFQ. If a Respondent submits more than one Technical Response, the State will deem all of the responses non-responsive and reject them.
- 3.4.6. A Respondent must not submit a response as a prime contractor while also permitting one or more other Respondents to offer the Respondent as a subcontractor in their own responses. Such may result in the disqualification of all Respondents knowingly involved. This restriction does not, however, prohibit different Respondents from offering the same subcontractor as a part of their responses (provided that the subcontractor does not also submit a response as a prime contractor).
- 3.4.7. The State will not consider a response from an individual who is, or within the past six months has been, a State employee. For purposes of this RFQ:
  - 3.4.7.1. An individual will be deemed a State employee until such time as all compensation for salary, termination pay, and annual leave has been paid;
  - 3.4.7.2. A contract with, or a response from, a company, corporation, or any other contracting entity in which a controlling interest is held by any State employee will be considered to be a contract with or proposal from the employee; and
  - 3.4.7.3. A contract with, or a response from, a company, corporation, or any other contracting entity that employs an individual who is, or within the past six months has been, a State employee will not be considered a contract with or a proposal from the employee and will not constitute a prohibited conflict of interest.
- 3.4.8. The State will not consider a response from a Respondent who cannot affirm, per Tennessee Code Annotated (TCA) § 12-3-309, regarding prohibited contracts, without the Respondent first attesting in writing that they will not knowingly utilize the services of illegal immigrants in the performance of the contract, and will not knowingly utilize the services of any subcontractor who will utilize the services of illegal immigrants in the performance of the contract.
- 3.4.9. The State will not consider a response from a Respondent who cannot affirm, per TCA § 12-12-111, Iran Divestment Act, that each respondent and each person signing on behalf of any Respondent, is not on the list of persons engaging in investment activities in Iran, created pursuant to TCA §12-12-06.
- 3.4.10. The State will not consider a response from a Respondent who cannot affirm, that they are not currently engaged in, and will not for the duration of the contract, engage in a boycott of Israel, as identified per TCA §12-4-119.

### 3.5. **Conflict of Interest**

- 3.5.1. This RFQ is also subject to *Tennessee Code Annotated*, Section 12-4-101
- 3.5.2. This RFQ is also subject to State Building Commission Policy and Procedure 12.

3.6. **Response Errors & Revisions**

A Respondent is responsible for any and all response errors or omissions. A Respondent will not be allowed to alter or revise response documents after the Response Deadline time and date detailed in the RFQ Section 2, Schedule of Events unless such is formally requested, in writing, by the State.

3.7. **Response Withdrawal**

A Respondent may withdraw a submitted response at any time before the Response Deadline time and date detailed in the RFQ Section 2, Schedule of Events by submitting a written request signed by an authorized Respondent representative. After withdrawing a response, a Respondent may submit another response at any time before the Response Deadline. After the Response Deadline, a Respondent may only withdraw all or a portion of a response where the enforcement of the response would impose an unconscionable hardship on the Respondent.

3.8. **Response Preparation Costs**

The State will not pay any costs associated with the preparation, submittal, or presentation of any response.

## **4. GENERAL CONTRACTING INFORMATION & REQUIREMENTS**

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### **4.1. RFQ Amendment**

The State reserves the right to amend this RFQ at any time, provided that it is amended in writing. However, prior to any such amendment, the State will consider whether it would negatively impact the ability of potential Respondents to meet the deadlines and revise the RFQ Schedule of Events if deemed appropriate. If a RFQ amendment is issued, the State will convey it to potential Respondents who submitted a Notice of Intent to Respond (refer to RFQ Section 1.12). A Respondent must respond, as required, to the final RFQ (including its attachments) as may be amended.

### **4.2. RFQ Cancellation**

The State reserves the right, at its sole discretion, to cancel the RFQ or to cancel and reissue this RFQ in accordance with applicable laws and regulations.

### **4.3. State Right of Rejection**

- 4.3.1. Subject to applicable laws and regulations, the State reserves the right to reject, at its sole discretion, any and all responses.
- 4.3.2. The State may deem as non-responsive and reject any response that does not comply with all terms, conditions, and performance requirements of this RFQ. Notwithstanding the foregoing, the State reserves the right to waive, at its sole discretion, minor variances from full compliance with this RFQ. If the State waives variances in a response, such waiver shall not modify the RFQ requirements or excuse the Respondent from full compliance, and the State may hold any Respondent to strict compliance with this RFQ.

### **4.4. Assignment**

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

### **4.5. Insurance**

The State will require the apparent successful Respondent to provide proof of insurance coverage as required by the State's Designers' Manual (Conditions of the Contract), before entering into a contract. Any insurance required by the State must be in form and substance acceptable to the State.

In order to qualify for this RFQ, the Respondent must provide a Certificate of Insurance (ACORD) stating the Respondent's capability to provide insurance for this Project in accordance with the Preliminary Estimated Construction Cost for this Project as specified in Section 1.6. Listed below is a summary of the minimum liability insurance coverages required of the Respondent. The Certificate shall also identify the Producer, the Carrier(s), the Insured, policy numbers, effective date and expiration date, job identification, and Certificate Holder.

General Liability (Commercial General Liability) – BI & PD Combined:  
General Aggregate: \$2,000,000  
Each Occurrence: \$1,000,000

Automobile Liability – BI & PD Combined:  
Combined Single Limit: \$1,000,000

Workers Compensation and Employers' Liability:  
Each Accident: \$100,000  
Disease-Policy Limit: \$500,000  
Disease-Each Employee: \$100,000

Builder's Risk to confirm coverage for the estimated amount of the Project (Refer to RFQ Section 1.6.).

#### **4.6. Professional Licensure and Department of Revenue Registration**

- 4.6.1. Respondents must be familiar with the Contractors Licensing Act of 1994, as currently amended (codified in Tennessee Code Annotated Sections 62-6-101, et seq). A contract will not be awarded to a Respondent whose proposal is in conflict with the State of Tennessee licensing law.
- 4.6.2. Before the response to this RFQ is submitted, the apparent successful Respondent (and Respondent employees and subcontractors, as applicable) must hold all necessary, appropriate business and professional licenses to provide service as required. The State may require any Respondent to submit evidence of proper licensure.
- 4.6.3. Respondent must complete the Response Package Cover Sheet, RFQ Attachment 6.3.a., which is to be emailed as the cover sheet with the proposal package. The dollar limit on the license must be sufficient to support the preliminary estimated construction cost for this Project (Refer to RFQ Section 1.6).
- 4.6.4. All persons, agencies, firms, or other entities that provide legal or financial opinions, which a Respondent provides for consideration and evaluation by the State as a part of a response to this RFQ, must be properly licensed to render such opinions.
- 4.6.5. Before the Contract resulting from this RFQ is signed, the apparent successful Respondent must be registered with the Tennessee Department of Revenue for the collection of Tennessee sales and use tax. The State will not award a contract unless the Respondent is registered or provides documentation from the Department of Revenue that the Respondent is exempt from this registration requirement. The foregoing is a mandatory requirement of an award of a contract pursuant to this solicitation. For purposes of this registration requirement, the Department of Revenue may be contacted at: [TN.Revenue@tn.gov](mailto:TN.Revenue@tn.gov).

#### **4.7. Disclosure of Response Contents**

- 4.7.1. All materials submitted to the State in response to this RFQ will become the property of the State of Tennessee. Selection or rejection of a response does not affect this right. By submitting a response, a Respondent acknowledges and accepts that the full response

contents and associated documents will become open to public inspection in accordance with the laws of the State of Tennessee.

4.7.2. The State will hold all responses in confidence during the evaluation process. Notwithstanding the foregoing, a list of actual Respondents submitting timely responses may be available to the public, upon request, after the responses are opened.

4.7.3. Upon completion of response evaluations, indicated by public release of Evaluation Notice, the responses and associated materials will be open for review by the public in accordance with *Tennessee Code Annotated*, Section 10-7-504(a)(7).

#### 4.8. **Contract Approval and Contract Payments**

4.8.1. The State shall not be liable for payment of any type associated with the Contract and shall not be responsible for any work done by the Contractor, even work done in good faith and even if the Contractor is orally directed to proceed with the delivery of services, if it occurs before the Contract start date or after the Contract end date.

4.8.2. All payments relating to this procurement will be made in accordance with the Payment Terms and Conditions of the Contract.

4.8.3. If any provision of the Contract provides direct funding or reimbursement for the competitive purchase of services or items to be delivered to the State as a component of contract performance or otherwise provides for the reimbursement of specified, actual costs, the State will employ all reasonable means and will require all such documentation that it deems necessary to ensure that such purchases were competitive and costs were reasonable, necessary, and actual. The Contractor shall provide reasonable assistance and access related to such review. Further, the State shall not remit, as funding or reimbursement pursuant to such Contract provisions, any amount(s) which it determines did not result from a reasonably competitive purchase or do not represent reasonable, necessary, and actual costs.

#### 4.9. **Severability**

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

#### 4.10. **Joint Ventures**

Firms submitting Qualification Statements as a Joint Venture must file a statement of partnership authority with the Tennessee Secretary of State's office containing the information required by Tenn. Code Ann. Section 61-1-303(a)(1).

If a Respondent intends to submit a Proposal as a joint venture, then the following requirements will apply:

- a. For the purposes of this RFQ, the State recognizes a joint venture as separate organizations or business entities that intend to combine professional or technical

expertise and business experience, and to share contractual and project responsibilities in performance of a contract pursuant to this RFQ;

- b.** The joint venture must be registered to do business in the State of Tennessee or each joint venture participant must be registered to do business in Tennessee
- c.** The joint venture must meet the licensure requirements stated in Section 4.6 of this RFQ or each joint venture participant must meet the licensure requirements stated in Section 4.6 of this RFQ
- d.** The joint venture must have a monetary limitation on the license sufficient to support the preliminary estimated construction cost for this project or one of the joint venture participants must have a monetary limitation sufficient to support the preliminary estimated construction cost for this project. Joint venture participants' monetary limits may not be combined to support the preliminary estimated construction cost for the project.
- e.** The joint venture must meet the insurance requirements state in the RFQ or each joint venture participant must meet the insurance requirements stated in this RFQ. A certificate of insurance must be submitted to provide proof of compliance with the insurance requirements.
- f.** Each joint venture participant must individually provide all documentation required for a review of financial responsibility and stability. A sub-contractor to a Respondent is not a joint venture participant.



## 5. PROCUREMENT PROCESS & CONTRACT AWARD

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### 5.1. Evaluation Categories & Maximum Points

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

Phase	EVALUATION CATEGORY	MAXIMUM POINTS POSSIBLE
I	<b>Mandatory Requirements</b> Refer to RFQ Attachment 6.2., Section A	<b>Pass/Fail</b>
II	<b>General Qualifications &amp; Experience</b> Refer to RFP Attachment 6.2., Section B	<b>40</b>
	<b>Technical Qualifications, Experience &amp; Approach</b> Refer to RFQ Attachment 6.2., Sections C	<b>60</b>
III	<b>Bidding (separate process for Respondents qualified during Phase I and II).</b>	<b>N/A</b>

### 5.2. Evaluation Process

This competitive BV1 selection process is separated into three phases; a response (containing Qualifications, Experience, and Project Approach), and a bid submitted by qualified Respondents at a later date.

#### 5.2.1. Phase I - Mandatory Requirements

The Procurement Officer will review each Mandatory Requirements (attached as RFQ Attachment 6.2., Section A) to determine compliance. If the Procurement Officer determines that a response failed to meet one or more of the mandatory requirements, the Procurement Officer shall seek the advice of an attorney on the staff of the Department of General Services who will review the proposal and document his/her determination of whether:

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

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

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

or similar documentation to manage the Technical Response Evaluation and maintain evaluation records.

The Qualifications, Experience, and Project Approach response must attain a Total Response Evaluation Score of **Eighty (80) points** to move on to Phase III – Bidding and be offered the opportunity to submit a bid. Total Response Evaluation Score will be calculated using the following formula as noted on RFQ Attachment 6.4.

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

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

- 5.2.3. **Phase III - Bidding:** Bids will be submitted through a separate process and only Respondents qualified during Phase I and Phase II will be invited to bid. Refer to RFQ Section 2 for anticipated bid date.
- 5.2.4. Contractors shall address the bidding requirements provided in the project documents, and the State of Tennessee's bidding procedures.
- 5.2.5. The Contractor submitting the lowest bid during Phase III will be considered the apparently low bidder for contract award, pending review by the State.
- 5.2.6. The State reserves the right, at its sole discretion, to request clarification of response documents or to conduct clarification discussions with any or all Contractors responding to the RFQ. Any such clarification or discussion may be limited to specific sections of the responses identified by the State. The subject Contractor must submit any resulting clarification in writing as may be required by the State.
- 5.2.7. The State reserves the right to receive an oral presentation from, or conduct interviews with, Contractors responding to the RFQ. Oral presentations and the number of firms interviewed are at the sole discretion of the State. Presentations or interviews will be scheduled by the State and included as a component of response documents.
- 5.2.8. The evaluation of responses concludes with determination of the responses having the highest total scores.
- 5.2.9. The State will issue an Evaluation Notice to identify the apparently high scoring responses on the date detailed in the RFQ Schedule of Events. The Evaluation Notice shall not create rights, interests, or claims of entitlements with any RFQ participant.
- 5.2.10. RFQ files will be available for public inspection as detailed in the RFQ Schedule of Events. The files remain open for public review from that date. Bid result information will be available upon opening of bids (Bid Date), as detailed in the RFQ Schedule of Events.

### **5.3. Protest Process**

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

**STATEMENT OF CERTIFICATIONS AND ASSURANCES**

The Respondent must sign and complete the Proposal Statement of Certifications and Assurances below as required, and it must be included in the Technical Proposal (as required by RFQ Attachment 6.2., Technical Proposal & Evaluation Guide, Section A, Item A.3.).

**The Respondent does, hereby, expressly affirm, declare, confirm, certify, and assure ALL of the following:**

1. The Respondent will comply with all of the provisions and requirements of the RFQ.
2. The Respondent will provide all specified goods or services as required by the contract awarded pursuant to this RFQ.
3. The Respondent accepts and agrees to all terms and conditions set out in the contract awarded pursuant to this RFQ.
4. The Respondent acknowledges and agrees that a contract resulting from the RFQ will incorporate, by reference, all Response responses as a part of the contract.
5. The Respondent will comply, as applicable, with:
  - a) the laws of the State of Tennessee;
  - b) the policies and procedures of the State Building Commission and the Office of the State Architect;
  - c) Title VI of the federal Civil Rights Act of 1964;
  - d) Title IX of the federal Education Amendments Act of 1972;
  - e) the Equal Employment Opportunity Act and the regulations issued there under by the federal government; and,
  - f) the Americans with Disabilities Act of 1990 and the regulations issued there under by the federal government.
6. To the best of the undersigned's knowledge, information or belief, the information detailed within the Response to the RFQ is accurate.
7. The Response submitted to the RFQ was independently prepared, without collusion, and under penalty of perjury.
8. No amount will be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Respondent in connection with the request or any potential resulting contract.
9. The Response submitted in response to the RFQ must remain valid for at least 120 days subsequent to the date of the Response opening and thereafter in accordance with any contract pursuant to the RFQ.
10. The Respondent affirms the following statement, as required by the Iran Divestment Act Tenn. Code Ann. § 12-12-111 "By submission of this response, each Respondent and each person signing on behalf of any Respondent certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each Respondent is not on the list created pursuant to § 12-12-106."
11. The Respondent affirms the following statement as required by the Boycott of Israel, Code Ann. § 12-4-119. "By submission of this response, each Respondent and each person signing on behalf of any Respondent certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that it is not currently engaged in, and will not for the duration of the Contract, engage in a boycott of Israel, as identified by Code Ann. § 12-4-119.

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

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

**SIGNATURE AND DATE:**

\_\_\_\_\_

**PRINTED NAME AND TITLE:**

\_\_\_\_\_

**RESPONDENT LEGAL ENTITY NAME:**

\_\_\_\_\_

**FEIN or SSN**

\_\_\_\_\_

**QUALIFICATIONS & EVALUATION GUIDE**

**SECTION A: MANDATORY REQUIREMENTS.** The Respondent must address all items detailed below and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Respondent shall also detail the proposal page number for each item in the appropriate space below.

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

<b>RESPONDENT LEGAL ENTITY NAME:</b>			
Proposal Page # (Respondent completes)	Item Ref.	Section A— Mandatory Requirements	State Use Only
			Responsive Y/N
		The Technical Response must be delivered to the State no later than the Technical Response Deadline specified in the RFQ § 2, Schedule of Events.	
		The Technical Response must not be more than 75 standard 8 ½" x 11" pages (although some oversize exhibits such as schedules and large reports are permissible) including all required forms, letters, cover pages and other documents. Oversize pages shall be exhibits only and must not be question responses, resumes, or other standard documents in an attempt to add additional content. If the total number of pages as described above exceeds 75 as displayed in pdf reading software, the submission will be considered non-responsive and will be rejected.	
		The Technical Response must NOT contain cost or pricing information of any type.	
		The Technical Response must NOT contain any restrictions of the rights of the State or other qualification of the response.	
		A Respondent must NOT submit alternate responses.	
		A Respondent must NOT submit multiple responses in different forms (as a prime and a sub-contractor).	
	A.1.	Detail the name, e-mail address, mailing address, telephone number, and facsimile number of the person the State should contact regarding the response.	
	A.2.	Describe the Respondents form of business (i.e., individual, sole proprietor, corporation, non-profit corporation, partnership,	

RESPONDENT LEGAL ENTITY NAME:			
Proposal Page # (Respondent completes)	Item Ref.	Section A— Mandatory Requirements	State Use Only
			Responsive Y/N
		limited liability company) and business location (physical location or domicile).	
	A.3.	<b>Statement of Certifications and Assurances:</b> Provide the Statement of Certifications and Assurances (attached as RFQ Attachment 6.1.) completed and signed by an individual empowered to bind the Respondent to the provisions of this RFQ and any resulting contract. The document must be signed without exception or qualification.	
	A.4.	<b>Response Package Cover Sheet:</b> The cover sheet of the proposal package displays licensing information (Refer to RFQ Attachment 6.3.a.).	
	A.5.	<b>Insurance:</b> Provide a Certificate of Insurance (ACORD) stating the Respondent’s capability to provide insurance for this Project in accordance with the Preliminary Estimated Construction Cost for this Project as specified in Section 1.6.  Refer to RFQ Section 4.5.	
	A.6.	<b>Builder’s Risk:</b> Provide an ACORD document from insurance agent to confirm coverage for the estimated amount of this Project (Refer to Section. 1.6.). The policy must be “All-Risk” Builder’s Risk.  <b>OR</b>  Provide a letter from insurance agent to confirm coverage in the amount of this Project which will be provided if contract is awarded to Respondent.  An Installation Floater Policy is not acceptable for the Builder’s Risk Policy.	
	A.7.	<b>Bonding:</b> Provide a letter from a surety. The surety for any and all bonds must be listed by the U.S. Department of Treasury as being a Certified Company and have an “A-” rating or better with A.M. Best Company, Inc.  The letter from the surety company must include the Respondent’s capability to provide bonding for this Project in accordance with Preliminary Estimated Construction Cost for this Project as specified in Section 1.6. The letter must include the Respondent’s individual project and overall bonding	

RESPONDENT LEGAL ENTITY NAME:			
Proposal Page # (Respondent completes)	Item Ref.	Section A— Mandatory Requirements	State Use Only
			Responsive Y/N
		capabilities and specify the Respondent’s monetary bonding capacity.	
	A.8.	If you are responding as a Joint Venture, include a copy of your filed statement of partnership authority with the Tennessee Secretary of State’s office in compliance with Tenn. Code Ann. § 61-1-30.	
	A.9	Provide a statement of whether there have been any mergers, acquisitions, or sales of the respondent within the last five (5) years. If so, include an explanation providing relevant details.	
	A.10	Provide a statement and any relevant details addressing whether the Respondent is any of the following: 1) is presently debarred, suspended, proposed for debarment, or involuntarily excluded from covered transactions by any federal or state department or agency; 2) has within the past three (3) years, had a civil judgment rendered against the contracting party for commission of fraud, or within the past 3 years has been convicted of a criminal offense in connection with: obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction, or in connection with a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; 3) is presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed above; and has within a three (3) year period preceding the contract had one or more public transactions (federal, state, or local) terminated for cause or default.	
	A.11	<b>Conflict of Interest:</b> Provide a statement, based upon reasonable inquiry, of whether the Respondent or any individual who will perform work under the contract has a possible conflict of interest (e.g., employment by the State of Tennessee, or other conflict as set forth in Item 12 of the SBC By-Laws, Policy & Procedures) and, if so, the nature of that conflict.  <i>NOTE: Any questions of conflict of interest will be solely within the discretion of the State, and the State reserves the right to cancel any award.</i>	

RESPONDENT LEGAL ENTITY NAME:			
Proposal Page # (Respondent completes)	Item Ref.	Section A— Mandatory Requirements	State Use Only
			Responsive Y/N
	A.12	Provide a statement of whether the Respondent or, to the Respondent's knowledge, any of the Respondent's employees, agents, independent contractors, or subcontractors, proposing to provide work on a contract pursuant to this RFQ, have been convicted of, pled guilty to, or pled nolo contendere, to any contract crime as defined in TCA §12-4-601, et. seq. If so, include an explanation providing relevant details.	
	A.13	List jurisdictions and trade categories in which your organization is legally qualified to do business, and include registration or license numbers, if applicable.	
	A.14	For the last three (3) years, provide the following ratios for the Respondent, calculated according to the generally accepted accounting principles:  1) Quick Ratio and 2) Debt/Worth.  <i>NOTE: The Owner may request CPA audited or reviewed financial statements prepared in accordance with generally accepted accounting principles from the apparent best-evaluated Respondent prior to final award of the agreement. If the requested documents do not support the financial stability of the Respondent, the Owner reserves the right to reject the proposal.</i>	
	A.15	Provide a statement of whether, in the last ten (10) years, the Respondent has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors. If so, include an explanation providing relevant details.	
	A.16	Provide a statement of whether there is any material, pending litigation against the Respondent that the Respondent might reasonably believe could adversely affect its ability to meet contract requirements pursuant to this RFP or is likely to have a material adverse effect on the Respondent's financial condition. If such exists, list each separately, explain the relevant details, and attach the opinion of counsel addressing whether and to what extent it would impair the Respondent's performance in a contract pursuant to this RFQ.  <i>NOTE: All persons, agencies, firms, or other entities that provide legal opinions regarding the Respondent must be properly licensed to render such opinions. The Owner may require the Respondent to submit proof of such licensure detailing the state of licensure and licensure number for each person or entity that renders such opinions.</i>	



<b>RESPONDENT LEGAL ENTITY NAME:</b>			
Proposal Page # (Respondent completes)	Item Ref.	Section A— Mandatory Requirements	State Use Only
			Responsive Y/N
	A.17	<p>Provide documentation of the Respondent’s existing programs, if any, related to diversity as represented by the following. If the Respondent does not have existing diversity programs, simply state that.</p> <ol style="list-style-type: none"> <li>1) <u>Business Strategy</u>. Provide a description of the Respondent’s existing programs and procedures designed to encourage and foster commerce with business enterprises owned by minorities, women, service-disabled veterans, persons with disabilities, and small business enterprises.</li> <li>2) <u>Business Relationships</u>. Provide a listing of the Respondent’s current contracts with business enterprises owned by minorities, women, service-disabled veterans, persons with disabilities, and small business enterprises. Please include the following information:               <ol style="list-style-type: none"> <li>a) contract description;</li> <li>b) contractor name and ownership characteristics (<i>i.e.</i>, minority, women, service-disabled veteran, persons with disabilities, or small business); and</li> <li>c) contractor contact name and telephone number.</li> </ol> </li> <li>3) <u>Certifications and Workforce</u>. Provide the Respondent’s certifications as a diversity business, if applicable, as certified by the Governor’s Office of Diversity Business Enterprise (Go-DBE) specifying minority, women, service-disabled veteran, persons with disabilities, and small business enterprises. Also, provide the percentage of the Respondent’s total current employees by ethnicity and gender.</li> </ol> <p><i>NOTE: In order to claim status as a Diversity Business Enterprise under this contract, businesses must be certified by the Tennessee Governor's Office of Diversity Business Enterprise (Go-DBE). Please visit the Go-DBE website at <a href="#">Go-DBE Online Certification</a> for more information.</i></p>	
State Use – Procurement Officer Signature, Printed Name & Date:			

**End of Section A**

### TECHNICAL RESPONSE & EVALUATION GUIDE

**SECTION B - GENERAL QUALIFICATIONS & EXPERIENCE.** The Respondent shall address all items detailed below and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Respondent shall also detail the response page number for each item in the appropriate space below.

RESPONDENT LEGAL ENTITY NAME:		
Proposal Page # (Respondent completes)	Item Ref.	Section B— General Qualifications & Experience Items
	B.1	<p><b><u>Relevant Previous Experience</u></b></p> <p>Provide documentation of the Respondents previous experience of the Respondent's proposing office (not the whole company if multiple offices exist) performing projects of similar scope, complexity, and magnitude. Projects of similar scope, complexity, and magnitude would contain similar construction methods, systems, and other building components relevant to this project. Documentation should include information demonstrating performance of the organization's support structure and leadership personnel that oversees projects.</p>
	B.2	<p><b><u>Case Studies</u></b></p> <p>Provide a minimum of three and a maximum of five, detailed case studies of projects with similar scope, complexity, and magnitude that were performed by the respondent's proposing office (not the whole company if multiple offices exist). The case studies may include on-going and completed (preferably within the last five years) projects. List projects starting with the most recent. Utilizing RFP Attachment 6.4.b., as a cover sheet, Respondent shall provide the following information for each case study:</p> <ol style="list-style-type: none"> <li>1) Project name and location;</li> <li>2) Project size in gross area and number of stories;</li> <li>3) Project cost including cost per square foot;</li> <li>4) Year contracted, and either year of completion or current percent complete;</li> <li>5) Client reference with name, title, role on project, and contact information;</li> <li>6) Project Prime Contractor and Prime Designer Firm Names;</li> <li>7) Contractor's Key Personnel and their roles on the project;</li> </ol> <p>Additionally, Respondent shall provide a narrative containing the following information for each case study:</p> <ol style="list-style-type: none"> <li>1) Provide a brief description of the project that includes the scope of the work and the services provided by your firm;</li> <li>2) Relate the work in this project to the scope and required services contained in the RFP;</li> </ol> <p>Each example should identify adherence to schedule, management of costs; and project challenges including resolutions.</p>

<b>RESPONDENT LEGAL ENTITY NAME:</b>		
<b>Proposal Page # (Respondent completes)</b>	<b>Item Ref.</b>	<b>Section B— General Qualifications &amp; Experience Items</b>
	B.3	<p><b><u>Workload History</u></b></p> <p>Provide a list or chart presenting annual dollar workload volume inclusive of number of projects on a per year basis for the last five years. Work should only represent the work of the respondent's proposing office, however additional information related to the company as a whole may also be included.</p>
	B.4	<p><b><u>Subcontractor Prequalification and Selection Process</u></b></p> <p>Provide a narrative describing your process for prequalifying subcontractors. Include information about the selection criteria and how you determine the various standards of care and associated level of quality. Provide examples of how solicitations for prequalification are open to the full marketplace and are project specific rather than from predetermined lists.</p> <p>Provide examples of your existing approaches to assist disadvantaged businesses that are designed to help them to overcome shortfalls in the qualification process due to size, longevity of operations, etc. Provide documentation of the Respondent's success in encouraging and fostering commerce with such businesses. Show how your methods assist these businesses without compromising on selection criteria.</p> <p>Provide examples of any forms or other resources that you use in prequalifying subcontractors.</p>
	B.5	<p><b><u>Continuous Improvement Process</u></b></p> <p>Do you have a continuous improvement process? If so, please describe the process.</p>
	B.6	<p><b><u>Previous State of Tennessee Work</u></b></p> <p>Please provide a list of all State of Tennessee projects that your company is currently working on or has completed within the past 10 years. The list is to contain the project title, SBC Number, and contract value.</p> <p>If your company lacks State of Tennessee experience, provide a narrative confirming you understand the STREAM Designers' Manual, State procedures, and experience using similar processes with other clients.</p>
		<p><b>SCORE (for <u>all</u> Section B—Qualifications &amp; Experience Items above):</b> (maximum possible score = 40)</p>
State Use – Evaluator Identification:		

**End of Section B**

**QUALIFICATIONS & EVALUATION GUIDE**

**SECTION C: TECHNICAL QUALIFICATIONS, EXPERIENCE & APPROACH.** The Respondent shall address all items detailed below and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Respondent shall also detail the proposal page number for each item in the appropriate space below. Proposal Evaluation Team members will evaluate and assign one score for all responses to Section C— General Qualifications & Experience Items.

<b>RESPONDENT LEGAL ENTITY NAME:</b>		
<b>Proposal Page # (Respondent completes)</b>	<b>Item Ref.</b>	<b>Section C— Technical Qualifications, Experience &amp; Approach Items</b>
	C.1.	<p><b><u>Project Staffing</u></b></p> <ol style="list-style-type: none"> <li>1) Describe how the Respondent will staff this project. Identify individuals who will be assigned to perform duties under the Agreement, particularly highlighting the Project Executive, Project Manager, and Superintendent. Also include others who comprise the project team, as well as those who may be reporting to State officials regarding project deliverables.</li> <li>2) Include the percentage of time each proposed individual will be involved in this project.</li> <li>3) Explain the criteria used in developing this team.</li> <li>4) Provide concise summary resumes of these key personnel.             <ol style="list-style-type: none"> <li>a) Detail each individual's position/role with the Respondent's team.</li> <li>b) Highlight applicable experience, positions, and/or work demonstrating similar responsibility.</li> </ol> </li> <li>5) Utilizing an organization chart:             <ol style="list-style-type: none"> <li>a) Indicate lines of authority;</li> <li>b) Demonstrate the relationships of individuals that provide schedules, quality control, safety, and estimates.</li> </ol> </li> </ol>
	C.2.	<p><b><u>Project Approach</u></b></p> <ol style="list-style-type: none"> <li>1) Discuss your team's approach to accomplish the work of this project. Specifically describe the Respondent's approach and procedures for the following items:             <ol style="list-style-type: none"> <li>a) project schedule development and maintenance, including recovery schedules as necessary;</li> <li>b) submittal approval listing individuals and their titles;</li> <li>c) subcontractor awards and oversight;</li> <li>d) project budget tracking; and,</li> <li>e) closeout procedures including:                 <ol style="list-style-type: none"> <li>i) punch list development;</li> <li>ii) operations and maintenance manuals;</li> <li>iii) warranties - provide a narrative of how warranty service calls are managed during the warranty phase; and</li> <li>iv) as-built drawings and specifications.</li> </ol> </li> </ol> </li> </ol>

RESPONDENT LEGAL ENTITY NAME:		
Proposal Page # (Respondent completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items
		<p>2) Present your team’s approach on this project regarding how the operations and logistics surrounding construction will be planned. In particular, explain, in detail, the following items:</p> <ul style="list-style-type: none"> <li>a) Identification of individuals while working on site;</li> <li>b) Working hours (proposed);</li> <li>c) Security of both the building and the floors under construction; and,</li> <li>d) Material deliveries and storage.</li> </ul>
	C.3.	<p><b><u>Project Schedule</u></b></p> <ul style="list-style-type: none"> <li>1) Provide a narrative that illustrates how the Respondent will manage the project, ensure completion of the scope, and accomplish required objectives within the Owner’s project schedule. Identify any objectives critical to project schedule and strategies to achieve them.</li> <li>2) Explain the Respondent’s approach for completing construction services within the time frame set by the Owner. Explain the sequencing of the work, tracking of submittals, coordination of trade subcontractors, and other related items within the construction schedule.</li> <li>3) Provide a narrative that illustrates how the Respondent manages obstacles and plans recovery actions using the project schedule.</li> </ul>
	C.4.	<p><b><u>Project Challenges and Risks</u></b></p> <p>Provide a summary of challenges and risks that you see in this Project and your approach to addressing these challenges and risks.</p>
	C.5.	<p><b><u>Reporting:</u></b></p> <ul style="list-style-type: none"> <li>1) Detail your Team’s special or unique capabilities, operating procedures, technology, programs, innovative solutions, etc., that would directly benefit this Project; cover at a minimum the following areas: <ul style="list-style-type: none"> <li>a) Scheduling;</li> <li>b) Estimating;</li> <li>c) Cost management;</li> <li>d) Project Management;</li> <li>e) Project Documentation; and</li> <li>f) Document sharing and control.</li> </ul> </li> </ul> <p>Provide examples of reports to be provided at project meetings, including but not limited to project summaries, logs, and schedules.</p>
	C.6.	<p><b><u>Quality Control/Quality Management</u></b></p> <p>Describe how you would create and maintain a Quality Management Plan through the life of the project. Include how your plan would relate to your Continuous Improvement Process.</p>

<b>RESPONDENT LEGAL ENTITY NAME:</b>		
<b>Proposal Page # (Respondent completes)</b>	<b>Item Ref.</b>	<b>Section C— Technical Qualifications, Experience &amp; Approach Items</b>
		<b>SCORE (for <u>all</u> Section C—Qualifications &amp; Experience Items above):</b> <i>(maximum possible score = 60)</i>
<i>State Use – Evaluator Identification:</i>		
<i>State Use – Procurement Officer Signature, Printed Name &amp; Date:</i>		

**End of Section C**

## RESPONSE PACKAGE COVER SHEET

### Best Value Procurement Option One *for*

**SCSP Stone Door Annex Visitor Center and Campground (at Savage Gulf State Park)**

**South Cumberland State Park  
Monteagle, Grundy TN**

**SBC Project No.: 126/116-01-2022**

### ***Tennessee Contractor License Information***

***Any blank spaces may cause Proposal to be unacceptable and rejected.***

*Provide contractor license number, expiration date, and classifications for Respondent as applicable and in accordance with State of Tennessee licensing law.  
Provide all names as used for licensing or other legal transactions.*

#### **Respondent**

#### **Identification:**

Respondent \_\_\_\_\_

Address \_\_\_\_\_

#### **Tennessee Contractor License information:**

License Number \_\_\_\_\_

License Classification(s) applicable to Project \_\_\_\_\_

License expiration date \_\_\_\_\_ \$( \_\_\_\_\_ )

Dollar Limit

**Project Reference Form**

**Project #**

*Utilize project reference forms with Section B, Qualifications and Experience, of the Qualifications and Evaluation Guide.*

<b>RESPONDENT NAME:</b>	
Owner/Agency Name: _____	
Address: _____ City: _____ State: _____ Zip: _____	
Contact Person's Name: _____ Title: _____	
Phone: _____ E-Mail: _____	

**Project Information:**

Project Title:	
Owner's Project or Contract #:	
Project Location (City, State):	
Construction Start Date:	
Construction Completion Date:	
Project Square Footage (New):	
Project Square Footage (Renovation):	
Dollar Value of Construction: \$	
Project Executive:	
Project Manager:	
Other Key Personnel (Project Lead and Team Members):	
Third Party Commissioning Agent (if used):	
Sustainability Criteria (if used):	



**Project Reference Form**

**Project #**

Page 2 of 2

*Utilize project reference forms with Section B, Qualifications and Experience, of the Qualifications and Evaluation Guide.*

<b>RESPONDENT NAME:</b>	
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A. Provide a brief description of the project that includes the scope of the work and the services provided by your firm. Relate the work in this project to the scope and required services contained in the RFQ.

**SCORE SUMMARY MATRIX**

	RESPONDENT NAME	RESPONDENT NAME	RESPONDENT NAME
<b>GENERAL QUALIFICATIONS &amp; EXPERIENCE</b> (maximum: 40)			
EVALUATOR 1			
EVALUATOR 2			
REPEAT AS NECESSARY			
<b>Section B Respondent Average:</b>			
<b>TECHNICAL QUALIFICATIONS, EXPERIENCE &amp; APPROACH</b> (maximum: 60)			
EVALUATOR 1			
EVALUATOR 2			
REPEAT AS NECESSARY			
<b>Section C Respondent Average:</b>			
<b>TOTAL RESPONSE EVALUATION SCORE:</b> (maximum: 100)			
<i>Procurement Officer Signature, Printed Name &amp; Date:</i>			

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

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