

# Middle Tennessee State University



**STATE OF TENNESSEE  
Middle Tennessee State  
University & Tennessee  
Board of Regents  
PROJECT DOCUMENTS  
REQUEST FOR PROPOSALS  
FOR  
Construction Manager/General Contractor**

**Project Name:**

**MTSU  
Renovations to Floyd Stadium  
RFP/SBC Project No. 166/009-01-2025CM**

**Release Date:  
December 2, 2025**

**RFP COORDINATOR:**

Jamie Brewer, RFP Coordinator  
Middle Tennessee State University – Campus Planning  
Holmes Building 836 Champion Way  
Murfreesboro, TN 37132  
(615) 898-2307

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<https://www.mtsu.edu/campusplanning/RFPQ.php>

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# 1 INTRODUCTION

## 1.1 Statement of Purpose

Middle Tennessee State University (MTSU) and The Tennessee Board of Regents (TBR), an agency of the State of Tennessee, hereinafter referred to as the Owner, has issued this Request for Proposals (RFP) to define the Owner's minimum service requirements; solicit proposals; detail proposal requirements; and, outline the Owner's process for evaluating proposals and selecting the Construction Manager/General Contractor (CM/GC).

Through this RFP, the Owner seeks to buy the best services at the most favorable, competitive prices and to give all qualified businesses, including those that are owned by minorities, women, and persons with a disability, and small business enterprises, opportunity to do business with the Owner.

The Owner intends to secure a contract for CM/GC services. The CM/GC shall provide consulting, scheduling and estimating/cost control services during the design phase of the Project, and shall be the general contractor during construction, holding the trade contracts and providing the management and construction services during the construction phase. The CM/GC shall competitively procure and contract with the trade contractors and assume the responsibility and the risk of construction delivery within the specified cost and schedule terms, after providing a Guaranteed Maximum Price (GMP) for the scope(s) of work for the project identified on the RFP cover page of the Project Specific Documents as described in RFP Attachment 6.6..

## 1.2 Scope of Service, Contract Period, and Required Terms and Conditions

The RFP Attachment 6.1, Pro Forma Contract details the Owner's required:

- Scope of Services and Deliverables in Section A;
- Contract Period in Section B;
- Payment Terms in Section C;
- Standard Terms and Conditions in Section D; and,
- Special Terms and Conditions in Section E.
- Contract Attachment A – Scope of Services and Deliverables
- Contract Attachment B – Construction Services Agreement (Guaranteed Maximum Price)

The pro forma contract substantially represents the contract document that the proposer selected by the Owner must agree to and sign.

## 1.5 RFP Communications

1.5.1 Unauthorized contact regarding this RFP with employees or officials of the State of Tennessee other than the RFP Coordinator detailed below may result in disqualification from this procurement process.

1.5.1.1 Interested Parties must direct all communications regarding this RFP to the following RFP Coordinator, who is the State of Tennessee's only official point of contact for this RFP as identified on the RFP cover page.

Jamie Brewer  
MTSU – Campus Planning  
836 Champion Way  
Murfreesboro, TN 37132  
Telephone 615-898-2307  
E-mail: Jamie.Brewer@mtsu.edu

1.5.1.2 It is the expressed desire of the State Building Commission (SBC) to include an emphasis on diversity in its contractual relationship with contractors for the construction, demolition or renovation of State Projects under the jurisdiction of the Commission. Refer to Item 5 in the SBC Policy.

1.5.2 The Owner has assigned an RFP identification number that must be referenced in all communications regarding the RFP as identified on the RFP cover page.

## **1.6 Notice of Intent to Propose**

Each potential proposer should submit a Notice of Intent to Propose by written, facsimile or electronic mail to the RFP Coordinator by the deadline detailed in the RFP Section 2, Schedule of Events. The notice should include:

- Proposer's name
- name and title of a contact person
- address, telephone number, and e-mail address of the contact person
- contractor license number, classification, expiration date, and license limit

A Notice of Intent to Propose creates no obligation and is not a prerequisite for making a proposal, however, it is necessary to ensure receipt of RFP amendments and other communications regarding the RFP (refer to RFP Sections 1.5, et seq., above).

## **1.7 Proposal Deadline**

Proposals must be submitted no later than the Proposal Deadline time and date detailed in the RFP Section 2, Schedule of Events. A proposal must respond to the written RFP and any RFP exhibits, attachments, or addenda. A late proposal shall not be accepted, and a Proposer's failure to submit a proposal before the deadline shall cause the proposal to be disqualified.

## **1.8 Pre-Proposal Conference**

A Pre-Proposal Conference will be held at the time and date detailed in the RFP Section 2, Schedule of Events. The purpose of the conference is to discuss the RFP scope of services. While questions will be entertained, the response to any question at the Pre-Proposal Conference shall be considered tentative and non-binding with regard to this RFP. Questions concerning the RFP shall be submitted in writing prior to the Written Comments Deadline date detailed in the RFP Section 2, Schedule of Events. To ensure accurate, consistent responses to all known potential Proposers, the official response to questions will be issued by the Owner as described in RFP Sections 1.5, et seq., above and on the date detailed in the RFP Section 2, Schedule of Events.

Pre-Proposal Conference attendance is not mandatory. The conference will be held at the location identified in the RFP Schedule of Events.

**2 RFP SCHEDULE OF EVENTS**

The following table provides the Owner’s proposed Schedule of Events. The Owner reserves the right, at its sole discretion, to change this schedule. The Owner will communicate a change to the Schedule of Events to entities from whom the Owner has received a Notice of Intent to Propose

EVENT	DATE	TIME at LOCATION
1. Owner Issues RFP	<b>December 2, 2025</b>	
<p>2. Pre-Proposal Conference</p> <p><b>Microsoft Teams</b> <a href="#">Need help?</a>  <a href="#">Join the meeting now</a>            Meeting ID: 259 126 543 254 54            Passcode: Lm2bX2kj</p> <hr/> <p><b>Dial in by phone</b>  <a href="#">+1 615-988-5047,,702711585#</a> United States,            Nashville  <a href="#">Find a local number</a>            Phone conference ID: 702 711 585#</p> <p>For organizers: <a href="#">Meeting options</a>   <a href="#">Reset dial-in PIN</a></p>	<b>January 7, 2026</b>	<b>2:00 p.m. CDST</b>
3. Notice of Intent to Propose Deadline	<b>January 14, 2026</b>	
4. Comments Deadline	<b>January 21, 2026</b>	
5. Owner Responds to Comments	<b>January 28, 2026</b>	
<p>6. Proposal Deadline</p> <p>Proposals must be submitted to the Owner no later than the date and time shown, at the location below.</p> <p><b>Middle Tennessee State University</b>  <b>Campus Planning Attn: Jamie Brewer</b>  <b>Holmes Building</b>  <b>836 Champion Way</b>  <b>Murfreesboro, TN 37132</b></p>	<b>February 11, 2026</b>	<b>2:00 p.m. CDST</b>

7. Owner Issues the Intent to Award Notice and Procurement File is Opened for Public Inspection (No less than ten days prior to State Building Commission approval.)	<b>March 4, 2026</b>	
8. Proposed State Building Commission Approval	<b>April 9, 2026</b>	
9. Proposed Contract Start Date	<b>April 30, 2026</b>	

### **3 PROPOSAL REQUIREMENTS**

Each Proposer must submit a proposal in response to this RFP with the most favorable terms that the Proposer can offer. There will be no best and final offer procedure. The Proposal shall be brief and to the point in a direct response to the information requested for each item. See also RFP Attachment 5.1 for General Requirements related to this RFP.

#### **3.1 Proposal Form and Delivery**

3.1.1 Each response to this RFP must consist of a Technical Proposal and a Cost Proposal (as described below).

3.1.2 Each Proposer must submit five (5) copies of the Technical Proposal, and a flash drive (flash drive may NOT be password protected) with complete electronic documents of the technical response to the Owner in a sealed package that is clearly marked:

“Technical Proposal in Response to RFP- SBC Project No (as identified on the RFP cover page) - Do Not Open”

3.1.3 Each Proposer must submit one (1) Cost Proposal to the Owner in a separate, sealed package that is clearly marked:

“Cost Proposal in Response to RFP# SBC Project No. (as identified on the RFP cover page) - Do Not Open”

3.1.4 The Proposer shall enclose the separately sealed proposals (as detailed above) in a larger package and the Proposer must clearly mark the outermost package:

“Contains Separately Sealed Technical and Cost Proposals for RFP# SBC Project No. (as identified on the RFP cover page) and list the Proposer’s name, address, contractor license number, classification, expiration date and license limit.

3.1.5 The Owner must receive all proposals in response to this RFP, at the following address, no later than the Proposal Deadline time and date detailed in the RFP Section 2, Schedule of Events.

Jamie Brewer  
MTSU – Campus Planning  
836 Champion Way  
Murfreesboro, TN 37132  
Telephone 615-898-2307  
E-mail: Jamie.Brewer@mtsu.edu

3.1.6 A Proposer may not deliver a proposal orally or by any means of electronic transmission.

#### **3.2 Technical Proposal**

3.2.1 The RFP Attachment 6.3, Technical Proposal and Evaluation Guide details specific requirements for making a Technical Proposal in response to this RFP. This guide includes mandatory and general requirements as well as technical queries requiring a written response.

No pricing information (except for what is specifically requested) may be included in the Technical Proposal. Inclusion of Cost Proposal amounts (RFP Attachment 6.4) in the Technical Proposal shall make the proposal non-responsive and the Owner shall reject it.

3.2.2 Each Proposer must use the Technical Proposal and Evaluation Guide to organize, reference, and draft the Technical Proposal. Each Proposer should duplicate the Technical Proposal and Evaluation Guide and use it as a table of contents covering the Technical Proposal (adding proposal page numbers as appropriate).

- 3.2.3 Each proposal should be economically prepared, with emphasis on completeness and clarity of content. A proposal must be written on standard 8 1/2" x 11" paper in a spiral bound format that lays flat on a desktop. All proposal pages must be numbered. Maximum number of pages shall not exceed 60 pages including pages with dividers, charts, spreadsheets and appendices. Pages with print on both sides of the page count as two pages. Do not include any photographs of any kind. To do so will make your proposal non-responsive and the Owner shall reject it.
- 3.2.4 All information included in a Technical Proposal should be relevant to a specific requirement detailed in the Technical Proposal and Evaluation Guide. All information must be incorporated into a response to a specific requirement and clearly referenced. Any information not meeting these criteria will be deemed extraneous and will in no way contribute to the evaluation process.
- 3.2.5 The Owner may determine a proposal to be non-responsive and reject it if the Proposer fails to organize and properly reference the Technical Proposal as required by this RFP and the Technical Proposal and Evaluation Guide;
- 3.2.6 The Owner may determine a proposal to be non-responsive and reject it if the Technical Proposal document fails to appropriately address/meet all of the requirements detailed in the Technical Proposal and Evaluation Guide
- 3.3 Cost Proposal**
- 3.3.1 The Cost Proposal must be submitted to the Owner in a sealed package separate from the Technical proposal.
- 3.3.2 Each Cost Proposal must be recorded on an exact duplicate of the RFP Attachment 6.4, Cost Proposal and Scoring Guide.
- 3.3.3 Each Proposer shall only record the proposed cost exactly as required or allowed by the Cost Proposal and Scoring Guide and shall not record any other rates, amounts, or information.
- 3.3.4 The Proposer shall submit the Pre-Construction Phase Services Fee (Attachment 6.4-Section A), CM/GC Construction Services Fixed Fee (Attachment 6.4-Section B), CM/GC Construction Services General Conditions Budget Guide (Attachment 6.4-Section C), and the Summary and Scoring Guide (Attachment 6.4-Section D).
- 3.3.5 The Proposer must sign and date the Cost Proposal by an individual of the proposer to contractually bind the proposer.
- 3.3.6 If a Proposer fails to submit a Cost Proposal as required, the Owner shall determine the proposal to be non-responsive and reject it.

## 4 PROPOSAL EVALUATION & CONTRACT AWARD

### 4.1 Evaluation Categories and Maximum Points

The Owner will consider qualifications and experience, technical approach, and cost in the evaluation of proposals. The maximum points that shall be awarded for each of these categories are detailed below.

CATEGORY	MAXIMUM POINTS POSSIBLE
Qualifications and Experience	28
Technical Approach	42
Cost Proposal	30

### 4.2 Evaluation Process

The proposal evaluation process is designed to award the contract not necessarily to the Proposer of least cost, but rather to the Proposer with the best combination of attributes based upon the evaluation criteria.

- 4.2.1 The RFP Coordinator will use the RFP Attachment 6.3, Technical Proposal and Evaluation Guide to manage the Technical Proposal Evaluation and maintain evaluation records.
  - 4.2.1.1 The RFP Coordinator will review each Technical Proposal to determine compliance with mandatory requirements (refer to RFP Attachment 6.3, Technical Proposal and Evaluation Guide, Technical Proposal Section A). If the RFP Coordinator determines that a proposal may have failed to meet one or more of the mandatory requirements, the Proposal Evaluation Team will review the proposal and document its determination of whether: (1) the proposal meets requirements for further evaluation; (2) the Owner will request clarifications or corrections; or, (3) the Owner will determine the proposal non-responsive to the RFP and reject it.
    - 4.2.1.2 A Proposal Evaluation Team, made up of three or more employees of the State of Tennessee, will evaluate each Technical Proposal that appears responsive to the RFP.
    - 4.2.1.3 Each Proposal Evaluation Team member will independently, evaluate each proposal against the evaluation criteria in this RFP, rather than against other proposals, and will score each in accordance with the RFP Attachment 6.3, Technical Proposal and Evaluation Guide.
    - 4.2.1.4 The Owner reserves the right, at its sole discretion, to request Proposer clarification of a Technical Proposal or to conduct clarification discussions with any or all Proposers. Any such clarification or discussion shall be limited to specific sections of the proposal identified by the Owner. The subject Proposer shall put any resulting clarification in writing as may be required by the Owner.
    - 4.2.1.5 The Owner reserves the right to receive an oral presentation from firms scoring high on the Technical Proposal. Oral presentations and the number of firms interviewed are at the sole discretion of the Owner.
  - 4.2.2 After Technical Proposal evaluations are completed, the RFP Coordinator will open the Cost Proposals and use the RFP Attachment 6.4, Cost Proposal - Summary and Scoring Guide to calculate and document the Cost Proposal scores.
  - 4.2.3 For each responsive proposal, the RFP Coordinator will add the Proposer's Technical Proposal score to the Cost Proposal score (refer to RFP Attachment 6.5, Proposal Score Summary Matrix).

### **4.3 Contract Award Process**

- 4.3.1 The RFP Coordinator will forward the results of the proposal evaluation process to the proper officials of the procuring agency who will consider the proposal evaluation process results and all pertinent information available to make a determination about the recommendation of contract award to the State Building Commission. The Owner reserves the right to make an award recommendation without further discussion of any proposal.
- 4.3.2 After the evaluation process is complete, the Owner will issue an Intent to Award Notice to identify the apparent best-evaluated proposal. The Intent to Award Notice shall not create rights, interests, or claims of entitlement in either the Proposer with apparent best-evaluated proposal or any other Proposer.
- 4.3.3 The Owner will also make the RFP files available for public inspection on the Intent to Award Notice date which starts the protest period. RFP protest procedures are located in the State Building Commission Policies and Procedures which are posted on the State Architect's website.
- 4.3.4 The Proposer with the apparent best-evaluated proposal must agree to and sign a contract with the Owner which shall be substantially the same as the RFP Attachment 6.1, Pro Forma Master Contract. However, the Owner reserves the right, at its sole discretion, to add terms and conditions or to revise pro forma contract requirements in the Owner's best interests subsequent to this RFP process. No such terms and conditions or revision of contract requirements shall materially affect the basis of proposal evaluations or negatively impact the competitive nature of the RFP process.
- 4.3.5 The Proposer with the apparent best-evaluated proposal must sign and return the contract drawn by the Owner. If the Proposer fails to provide the signed contract, the Owner may determine that the Proposer is non-responsive to the terms of this RFP and reject the proposal.
- 4.3.6 If the Owner determines that the apparent best-evaluated proposal is non-responsive and rejects the proposal after opening Cost Proposals, the RFP Coordinator will re-calculate scores for each responsive Cost Proposal to determine the new, apparent best-evaluated proposal.

### **4.4 Licensure**

Before a contract pursuant to this RFP is signed, the apparent successful Proposer must hold all necessary, applicable business, contractors and professional licenses. The Owner may require any or all Proposers to submit evidence of proper licensure.

### **4.5 Insurance**

The Owner will require the apparent successful Proposer to provide proof of insurance coverage as required by the Owner's Designers' Manual (Conditions of the Contract) before entering into a contract. Failure to provide evidence of such insurance coverage is a material breach and grounds for termination of the contract negotiations. Any insurance required by the Owner shall be in form and substance acceptable to the Owner.

At the option of the CM/GC the trade contract(s) for hazardous materials abatement may be held by the CM/GC or the Owner if a part of the work scope. Under either option the CM/GC shall coordinate the bidding process and implementation of the Work. The Owner shall be named insured under either option. This modifies the insurance requirements of the Owner's Designers' Manual and the Project Manual in Supplementary Conditions Article 11.1.2.2.

### **4.6 Contract Approval**

The RFP and the CM/GC selection processes do not obligate the Owner and do not create rights, interests, or claims of entitlement in either the Proposer with the apparent best-evaluated proposal or any other Proposer. Contract award and Owner obligations pursuant thereto shall commence only after the contract is signed by the CM/GC and the head of the procuring state agency and after the contract is approved and signed by all other State officials as required by State laws and regulations.

**4.7 Bonding**

The Owner shall require bonding in accordance with the Owner's Designers Manual and the General Conditions of the Contract.

**4.8 Contract Payments**

All contract payments shall be made in accordance with the contract's Payment Terms and Conditions provisions (refer to RFP Attachment 6.1, Pro Forma Master Contract, Section C). No payment shall be made until the contract is approved as required by State laws and regulations. Under no conditions shall the Owner be liable for payment of any type associated with the contract or responsible for any work done by the CM/GC, even work done in good faith and even if the CM/GC is orally directed to proceed with the delivery of services, if it occurs before contract approval by Owner officials as required by applicable statutes and rules of the State of Tennessee or before the contract start date or after the contract end date specified by the contract.

**4.9 CM/GC Performance**

The CM/GC shall be responsible for the completion of all work set out in the contract. All work is subject to inspection, evaluation, and acceptance by the Owner. The Owner may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract.

**4.10 Additional Work**

The Owner may request the CM/GC to perform additional work during the pre-construction phase services for which the CM/GC would be compensated in accordance with the Contract. That work shall be within the general scope of this RFP. In such instances, the Owner shall provide the CM/GC a written description of the additional work, and the CM/GC shall submit a time schedule for accomplishing the additional work and a price for the additional work. If the Owner and the CM/GC reach an agreement regarding the work and associated compensation, such agreement shall be effected by means of a written letter of authorization. Any such letter requiring additional work must be mutually agreed upon by the parties. The CM/GC shall not commence additional work until the Owner has issued a written letter of authorization and secured all required approvals.

# RFP Attachment 5.1

## RFP GENERAL REQUIREMENTS

### NONDISCRIMINATION

**1.1** No person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the State of Tennessee's contracted programs or activities on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor shall they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the State of Tennessee or in the employment practices of the State's contractors. Accordingly, all vendors entering into contracts with the State of Tennessee shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

**1.2** The Owner has designated the following 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 applicable federal regulations.

Office of the Human Resources  
Tennessee Board of Regents  
1 Bridgestone Park – Third Floor  
Nashville, Tennessee 37214  
Telephone: (615) 366-4404

### ASSISTANCE TO PROPOSERS WITH A DISABILITY

**2.1** A Proposer with a disability may receive accommodation regarding the means of communicating this RFP and participating in this RFP process. A Proposer with a disability should contact the RFP Coordinator to request reasonable accommodation no later than the Disability Accommodation Request Deadline detailed in the RFP Schedule of Events.

### RFP COMMUNICATIONS

**3.1** Any oral communications shall be considered unofficial and non-binding with regard to this RFP.

**3.2** Each Proposer shall assume the risk of the method of dispatching any communication or proposal to the Owner. The Owner assumes no responsibility for delays or delivery failures resulting from the method of dispatch. Actual or electronic "postmarking" of a communication or proposal to the Owner by a deadline date shall not substitute for actual receipt of a communication or proposal by the Owner.

**3.3** The RFP Coordinator must receive all written comments, including questions and requests for clarification, no later than the Written Comments Deadline detailed in the RFP section 2, Schedule of Events.

**3.4** The Owner reserves the right to determine, at its sole discretion, the appropriate and adequate responses to written comments, questions, and requests for clarification. The Owner's official responses and other official communications pursuant to this RFP shall constitute an addendum of this RFP.

**3.5** The Owner will convey all official responses and communications pursuant to this RFP to the potential Proposers from whom the Owner has received a Notice of Intent to Propose.

**3.6** Only the Owner's official, written responses and communications shall be considered binding with regard to this RFP.

**3.7** The Owner reserves the right to determine, at its sole discretion, the method of conveying official responses and communications pursuant to this RFP (e.g., written, facsimile, electronic mail, or Internet posting).

**3.8** Any data or factual information provided by the Owner, in this RFP or an official response or communication, shall be deemed for informational purposes only, and if a Proposer relies on such data or factual information, the Proposer shall either: (1) independently verify the information; or, (2) obtain the Owner's written consent to rely thereon.

### GENERAL RFP CONDITIONS AND CONTRACTING INFORMATION

**4.1 Waiver of Objections.** Each Proposer shall carefully review this RFP and all Attachments, including but not limited to the *pro forma* contract, for comments, questions, defects, objections, or any other matter requiring clarification or correction (collectively called "comments"). Comments concerning RFP objections must be made in writing and received by the Owner no later than the Written Comments Deadline detailed in the RFP section 2, Schedule of Events. This will allow issuance of any necessary addenda and help prevent the opening of defective proposals upon which contract award could not be made. Protests based on any objection shall be considered waived and invalid if these comments/objections have not been brought to the attention of the Owner, in writing, by the Written Comments Deadline.

**4.2 RFP Addenda and Cancellation.** The Owner reserves the unilateral right to issue addenda to this RFP in writing at any time. If an addendum to the RFP is issued, the Owner will convey such addenda to the potential Proposers who submitted a Notice of Intent to Propose. Each proposal must respond to the final written RFP and any exhibits, Attachments, and addenda. The Owner reserves the right, at its sole discretion, to cancel and reissue this RFP or to cancel this RFP in its entirety in accordance with applicable laws and regulations.

**4.3 Proposal Prohibitions and Right of Rejection.**

**4.3.1** The Owner reserves the right, at its sole discretion, to reject any and all proposals in accordance with applicable laws and regulations.

**4.3.2** Each proposal must comply with all of the terms of this RFP and all applicable State laws and regulations. The Owner may reject any proposal that does not comply with all of the terms, conditions, and performance requirements of this RFP. The Owner may consider any proposal that does not meet the requirements of this RFP to be non-responsive, and the Owner may reject such a proposal.

**4.3.3** A proposal of alternate services (i.e., a proposal that offers services different from those requested by this RFP) shall be considered non-responsive and rejected.

**4.3.4** A Proposer shall not restrict the rights of the Owner or otherwise qualify a proposal. The Owner may determine such a proposal to be a non-responsive counteroffer, and the proposal may be rejected.

**4.3.5** A Proposer shall not submit the Proposer's own contract terms and conditions in a response to this RFP. If a proposal contains such terms and conditions, the Owner may determine, at its sole discretion, the proposal to be a non-responsive counteroffer, and the proposal may be rejected.

**4.3.6** A Proposer shall not submit more than one proposal. Submitting more than one proposal shall result in the disqualification of the Proposer.

**4.3.7** A Proposer shall not submit multiple proposals in different forms. This prohibited action shall be defined as a Proposer submitting one proposal as a prime contractor and permitting a second Proposer to submit another proposal with the first Proposer offered as a subcontractor. This restriction does not prohibit different Proposers from offering the same subcontractor as a part of their proposals, provided that the subcontractor does not also submit a proposal as a prime contractor. Submitting multiple proposals in different forms may result in the disqualification of all Proposers knowingly involved.

**4.3.8** The Owner will reject a proposal if the Cost Proposal was not arrived at independently without collusion, consultation, communication, or agreement as to any matter relating to such prices with any other Proposer. Regardless of the time of detection, the Owner will consider any of the foregoing prohibited actions to be grounds for proposal rejection or contract termination.

**4.3.9** The Owner will not contract with or consider a proposal from:

**4.3.9.1** an individual who is, or within the past six months has been, an employee or official of the State of Tennessee;

**4.3.9.2** a company, corporation, or any other contracting entity in which an ownership of two percent (2%) or more is held by an individual who is, or within the past six months has been, an employee or official of the State of Tennessee (this shall not apply either to financial interests that have been placed into a "blind trust" arrangement pursuant to which the employee does not have knowledge of the retention or disposition of such interests or to the ownership of publicly traded stocks or bonds where such ownership constitutes less than 2% of the total outstanding amount of the stocks or bonds of the issuing entity);

**4.3.9.3** a company, corporation, or any other contracting entity which employs an individual who is, or within the past six months has been, an employee or official of the State of Tennessee in a position that would allow the direct or indirect use or disclosure of information, which was obtained through or in connection with his or her employment and not made available to the general public, for the purpose of furthering the private interest or personal profit of any person; or,

**4.3.9.4** any individual, company, or other entity involved in assisting the Owner in the development, formulation, or drafting of this RFP or its scope of services shall be considered to have been given information that would afford an unfair advantage over other Proposers, and such individual, company, or other entity may not submit a proposal in response to this RFP.

**4.3.9.5** For the purposes of applying the requirements of RFP subsection 4.3.9, et. seq., an individual shall be deemed an employee or official of the State of Tennessee until such time as all compensation for salary, termination pay, and annual leave has been paid.

**4.4 Waiver of Variances.** The Owner reserves the right, at its sole discretion, to waive a proposal's variances from full compliance with this RFP. If the Owner waives minor variances in a proposal, such waiver shall not modify the RFP requirements or excuse the Proposer from full compliance with such. Notwithstanding any minor variance, the Owner may hold any Proposer to strict compliance with this RFP.

**4.5 Incorrect Proposal Information.** If the Owner determines that a Proposer has provided, for consideration in this RFP process or subsequent contract negotiations, incorrect information that the Proposer knew or should have known was materially incorrect, that proposal shall be determined non-responsive and shall be rejected.

#### **4.6 Proposal of Additional Services**

**4.6.1** If a proposal offers services in addition to those required by and described in this RFP, the additional services may be added to the contract before contract signing at the sole discretion of the Owner. Notwithstanding the foregoing, a Proposer shall not propose any additional cost amount(s) or rate(s) for additional services.

**4.6.2** The Proposer's Cost Proposal shall record only the proposed cost as required in this RFP and shall not record any other rates, amounts, or information except for the additional items allowed for in the CM/GC Construction Services General Conditions Budget Guide – RFP Attachment 6.4 – Section C.

**4.6.3** If a Proposer fails to submit a Cost Proposal as required, the Owner will determine the proposal to be non-responsive and shall reject the proposal.

#### **4.7 Assignment and Subcontracting**

**4.7.1** The Proposer awarded a contract pursuant to this RFP shall not transfer or assign any portion of the contract without the Owner's prior, written approval.

**4.7.2** A subcontractor may only be substituted for a proposed subcontractor at the discretion of the Owner and with the Owner's prior, written approval.

**4.7.3** At its sole discretion, the Owner reserves the right to refuse approval of any subcontract, transfer, or assignment.

**4.7.4** The Proposer, if awarded a contract pursuant to this RFP, shall be the prime CM/GC and shall be responsible for all pre-construction and construction services work performed.

**4.8 Joint Ventures** If a Proposer intends to submit a Proposal as a joint venture, then the following requirements shall apply:

**4.8.1** For the purposes of this RFP, the Owner 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 RFP.

**4.8.2.** Each joint venture participant shall meet the licensure requirements stated in the RFP.

**4.8.3** Each joint venture participant shall meet the insurance requirements stated in the RFP.

**4.8.4** Each joint venture participant shall individually provide all documentation required for review of financial responsibility and stability. The Owner will not recognize nor accept as a singular qualification, any combination of financial assets and resources from separate organizations or business entities submitting a Proposal in response to this RFP.

**4.8.5** A sub-contractor to a Proposer is not a joint venture participant.

**4.9 Right to Refuse Personnel.** At its sole discretion, the Owner reserves the right to refuse any personnel, of the CM/GC or a subcontractor, for use in the performance of a contract pursuant to this RFP.

**4.10 Proposal Withdrawal.** A submitted proposal may be withdrawn at any time up to the Proposal Deadline time and date detailed in the RFP section 2, Schedule of Events. To do so, a Proposer shall submit a written request, signed by a Proposer's authorized representative to withdraw a proposal. After withdrawing a previously submitted proposal, a Proposer is eligible to submit another proposal at any time up to the Proposal Deadline.

**4.11 Proposal Errors and Amendments.** Each Proposer is liable for all proposal errors or omissions. A Proposer shall not be allowed to alter or amend proposal documents after the Proposal Deadline time and date detailed in the RFP section 2, Schedule of Events unless such is formally requested, in writing, by the Owner.

**4.12 Proposal Preparation Costs.** The Owner will not pay any costs associated with the preparation, submittal, presentation or contracting of any proposal.

#### **4.13 Disclosure of Proposal Contents.**

**4.13.1** Each proposal and all materials submitted to the Owner in response to this RFP shall become the property of the State of Tennessee.

**4.13.2** Selection or rejection of a proposal does not affect this right. All proposal information, including detailed price and cost information, shall be held in confidence during the evaluation process. Notwithstanding, a list of actual Proposers submitting timely proposals may be available to the public, upon request, directly after technical proposals are opened by the Owner.

**4.13.3** Upon the completion of the evaluation of proposals, indicated by public release of an Intent to Award Notice, the proposals and associated materials shall be open for review by the public in accordance with Tennessee Code Annotated, Section 10-7-504(a)(7).

**4.13.4** By submitting a proposal, the Proposer acknowledges and accepts that the full proposal contents and associated documents shall become open to public inspection.

**4.14 Contractor Registration.** All service contractors with State of Tennessee contracts must be registered through the Department of Finance and Administration's Service Provider Registry prior to contract approval. However, registration with the State is not required to make a proposal (any unregistered service provider must simply register as required prior to the final contract approval). The registry is on-line. Most search engines will find it readily as "Tennessee Department of Finance and Administration Service Provider Registry".

**4.15 Severability.** If any provision of this RFP is declared by a court to be illegal or in conflict with any law, said decision shall not affect the validity of the remaining RFP terms and provisions, and the rights and obligations of the Owner and Proposers shall be construed and enforced as if the RFP did not contain the particular provision held to be invalid.

# ATTACHMENT 6.1 PRO FORMA MASTER CONTRACT

## CONSTRUCTION MANAGER/GENERAL CONTRACTOR (CM/GC) MASTER CONTRACT BETWEEN THE STATE OF TENNESSEE, TENNESSEE BOARD OF REGENTS AND CM/GC

This Master Contract (MC), by and between the State of Tennessee, Tennessee Board of Regents, hereinafter referred to as the "Owner," and \_\_\_\_\_, hereinafter referred to as the "CM/GC" is for the provision of Construction Management/General Contracting Services, as further defined in the "SCOPE OF SERVICES."

The CM/GC is a Corporation. The CM/GC's address is:

The CM/GC's place of incorporation or organization is \_\_\_\_\_.

### A. SCOPE OF SERVICES

A.1 The CM/GC shall provide consulting, scheduling and estimating/cost control services during the pre-construction phase of the Project, and shall be the general contractor during construction, holding the trade contracts and providing the management and construction services during the construction phase. As soon as practicable after execution of this MC, the CM/GC and the Owner shall negotiate in good faith mutually acceptable terms, conditions, and pricing for a written Construction Services Agreement with a Guaranteed Maximum Price ("CSA-GMP") covering the construction phase. The CM/GC shall competitively procure and contract with the trade contractors and assume the responsibility and the risk of construction delivery within the specified cost and schedule terms, and provide a Guaranteed Maximum Price (GMP) for the scope(s) of work for the project identified on the cover page of the Project Specific Documents (refer to Attachment A – Scope of Services and Deliverables).

### B. CONTRACT TERM

B.1 This MC shall be effective for the period commencing on execution of this agreement and ending at the end of the one-year correction period. The Owner shall have no obligation for services rendered by the CM/GC which are not performed within the specified period.

B.2 Term Extension. The Owner reserves the right to extend this MC for an additional period or periods of time. An extension of the term of this MC will be affected through an amendment to the MC. If the extension of the MC necessitates additional funding beyond that which was included in the original MC, the increase in the Owner's maximum liability will also be affected through an amendment to the MC.

C. PAYMENT TERMS AND CONDITIONS

- C.1 Lump Sum Payment for Pre-Construction Phase Services. Payment by the Owner to the CM/GC under this MC for pre-construction phase services shall be a lump sum of \_\_\_\_\_ (\_\_\_\_\_). This amount shall constitute the entire lump sum fee due the CM/GC for the pre-construction phase services hereunder regardless of the difficulty, materials or equipment required. The MC amount includes, but is not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the CM/GC for pre-construction phase services. This pre-construction lump sum fee does not include the amounts that are to be covered under the CSA-GMP.

The pre-construction lump sum fee represents available funds for payment to the CM/GC and does not guarantee payment of any such funds to the CM/GC under this MC unless the CM/GC performs said work satisfactory to the Owner. In which case, the CM/GC shall be paid in accordance with Section C.3.

- C.2 Compensation Firm. The lump sum fee liability of the Owner for pre-construction phase services under this MC is firm for the duration of the MC and is not subject to escalation for any reason unless amended.
- C.3 Payment Methodology. For payment for the pre-construction phase services described in Section A of this MC, the CM/GC shall submit an invoice, in form and substance acceptable to the Owner and with all of the required, if any, supporting documentation, prior to any payment. Request for progress payments for pre-construction phase services may be submitted monthly based on a pro-ration of the lump sum fee divided by the corresponding time. Final payment may be requested upon the completion of these services satisfactory to the Owner. Progress payments and final payment for the construction phase shall be applied for and paid as provided in the CSA-GMP. Payment is due no later than forty-five (45) days after an undisputed invoice for payment has been received by Owner.
- C.4 Travel Compensation. The CM/GC shall not be compensated or reimbursed for travel, meals, or lodging over and above the pre-construction lump sum fee under this MC and the guaranteed maximum price for construction under the CSA-GMP.
- C.5 Payment of Invoice. The payment of the invoice by the Owner shall not prejudice the State's right to object to or question any invoice or matter in relation thereto. Such payment by the Owner shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the amounts invoiced therein.
- C.6 Invoice Reductions. The CM/GC's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are deemed by the Owner not to be justifiable costs, and on the basis of audits where applicable, conducted in accordance with the terms of this MC, not to constitute proper remuneration for the services performed.
- C.7 Deductions. The Owner reserves the right to deduct from amounts which are or shall become due and payable to the CM/GC under this or any contract between the CM/GC and the Owner any amounts which are or shall become due and payable to the State of Tennessee by the CM/GC.
- C.8 Automatic Deposits. Payments to CM/GC shall be made through Owner's automated clearing house wire transfer system. Contractor shall have completed an Authorization Agreement for Automatic Deposits (ACH) Credits Form prior to commencing services and prior to submitting first invoice. At the Owner's option, other payment methods may be utilized.

D. STANDARD TERMS AND CONDITIONS:

D.1 Required Approvals. Neither party is bound by this MC until it is approved by the Owner in accordance with applicable Tennessee State laws and regulations. The MC shall not be considered awarded prior to the CM/GC's receipt of a fully signed MC.

D.2 Insurance Coverage. For pre-construction phase services, the CM/GC shall furnish to the Owner a Certificate(s) of insurance, acceptable to the Owner, providing evidence of policies in accordance with and in no less than the minimum limits stipulated in 00 72 13 General conditions of the Contract for Construction. The following coverages shall be included and maintained for the duration of the MC. 1. Workers' Compensation Insurance 2. General Liability Insurance 3. Automobile Liability Insurance.

For Construction Phase Services (CPS), CM/GC agrees to provide insurance coverage a required by in 00 72 13 General Conditions of the Contract for Construction

D.3 Modification and Amendment. This MC may be modified only by a written amendment executed by all parties hereto in accordance with applicable Tennessee State laws and regulations.

D.4 Termination for Convenience. The Owner may terminate the services of this MC upon seven days notice in writing from the Owner to the CM/GC specifying the effective date of termination. Said termination shall not be deemed a Breach of Contract by the Owner. The CM/GC shall be entitled to receive compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the Owner be liable to the CM/GC for compensation for any pre-construction phase service which has not been rendered. At the option of the Owner, all finished or unfinished documents, data, studies, surveys, analyses, estimates, model, and reports prepared by the CM/GC shall become Owner's property. Upon such termination, the CM/GC shall have no right to any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount on account of pre- construction phase services.

D.5 Termination for Cause. If the CM/GC fails to properly perform its obligations under this MC in a timely or proper manner, or if the CM/GC violates any terms of this Contract, the Owner shall have the right to immediately terminate the MC and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the CM/GC shall not be relieved of liability to the Owner for damages sustained by virtue of any breach of this MC by the CM/GC. With respect to the construction phase, this section shall be subject and subordinate to the terms of the CSA.

If the Owner does not pay the CM/GC within seven days after the date for payment established in this MC the amount currently due as of that date pursuant to the terms of this MC, then the CM/GC may, upon seven additional days' written notice o the Owner, stop the work until payment of the amount due has been received. The CM/GC may terminate this MC if the work is stopped for non-payment for a period of 30 consecutive days.

D.6 Subcontracting. The CM/GC shall not assign this MC without obtaining the prior written approval of the Owner. Subcontracts to this MC shall contain, at a minimum, Sections D.7, D.8, and D.9 of this MC.

D.7 Conflicts of Interest. The CM/GC warrants that no part of the total amount paid to the CM/GC shall be paid directly or indirectly to an employee or official of the Owner as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the CM/GC in connection with any work contemplated or performed relative to this MC.

D.8 Nondiscrimination. The CM/GC shall not discriminate against an employee nor applicant for employment because of race, creed, color, religion, sex, age or national origin as defined in TCA 4-21-401, et seq, nor because of handicap, in accordance with TCA 8-50-103. The CM/GC shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to handicap, race, creed, color, religion, sex, age or national origin, including but not limited to practices in recruitment, recruitment advertising, employment, selection for training or apprenticeship, rates of pay or other forms of compensation, upgrading, demotion, transfer, layoff or termination.

The CM/GC shall post in conspicuous places, available to employees and applicants for employment, notices setting forth these policies of non-discrimination. Solicitations or advertisements for employees placed by or in behalf of the CM/GC shall state that qualified applicants shall receive consideration for employment without regard to handicap, race, creed, color, religion, sex, age or national origin.

- D. 9 Illegal Immigrant Participation. The requirements of Public Acts of 2006, Chapter Number 878, Of the State of Tennessee, addressing the use of illegal immigrants in the performance of a contract to supply goods or services to the State of Tennessee, shall be a material provision of this MC, a breach of which shall be grounds for monetary and other penalties, including termination of this MC. The CM/GC by entering into this contract attests, certifies, warrants and assures that the CM/GC shall not knowingly utilize the services of an illegal immigrant in the performance of this MC and shall not knowingly utilize the services of a subcontractor or consultant who will utilize the services of an illegal immigrant in the performance of this MC.

The CM/GC understands and agrees that failure to comply with this section will be subject to the To the sanctions of Public Chapter 878 of 2006 for acts or omissions occurring after its effective date. This law provides for the prohibition of a CM/GC from contracting with or submitting and offer, proposal or bid to contract with the State of Tennessee to supply goods or services for a period of one year after a CM/GC is discovered to have knowingly used the services of illegal immigrants during the performance of this MC.

For purposes of this MC, "illegal immigrant" shall be defined as a person who is not either a United States citizen, a lawful permanent resident, or a person whose physical presence in the United States is authorized or allowed by the Department of Homeland Security and who, under Federal immigration laws and/or regulations. Is authorized to be employed in the U.S. or is otherwise authorized to provide services under the MC.

- D.10 Records. The CM/GC shall maintain documentation for all charges against the State and all costs of delivery of the Project under this MC. The books, records, and documents of the CM/GC shall be maintained for a period of seven (7) full years from the date of final maturity of any debt issued by the State of Tennessee providing funding under this MC and shall be subject to audit at any reasonable time and upon reasonable notice by the State or the Comptroller of the Treasury, or their duly appointed representatives. The records shall be maintained in accordance with generally accepted accounting principles. Upon final completion of the Project, the CM/GC shall have the right to transfer such records to the State, along with a sworn statement that all such records are included in this transfer.
- D.11 Monitoring. The CM/GC's activities conducted and records maintained pursuant to this MC shall be subject to monitoring and evaluation by the State of Tennessee, the Comptroller of the Treasury, or their duly appointed representatives.
- D.12 Progress Reports. The CM/GC shall submit brief, periodic, progress reports to the Owner as required by the Scope of Work and Deliverables.
- D.13 Strict Performance. Failure by the Owner to insist on strict compliance with a provision of this MC by the CM/GC will not operate as a waiver of the right to require strict performance by the CM/GC od a term, covenant, condition or provision of this MC nor construed as a waiver or relinquishment of such term, covenant, condition or provision. No term or condition of this MC shall be held to be waived, modified or deleted except by written amendment to this MC by the parties hereto.
- D.14 Independent CM/GC. The parties hereto, in the performance of this MC, shall not act as employees, partners, joint ventures, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this MC shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party.

The CM/GC, being an independent contractor and not an employee of the State of Tennessee, agrees to provide insurance coverage as required by the CSA-GMP.

D.15 Owner Liability. The Owner shall have no liability except as specifically provided in this Contract and the CSA-GMP.

D.16 Hold Harmless. With respect to pre-construction phase services only, the CM/GC agrees to indemnify and hold harmless the Owner as well as its officers, agents and employees from and against claims, liabilities, loses, and causes of action which may arise or result to a person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, bad faith, negligence, or willful misconduct on the part of the CM/GC, its employees, or a person acting for or on its or their behalf.

In the events of such suit or claim, the CM/GC shall give the Owner immediate notice thereof and shall provide all assistance required by the Owner in the Owner's defense. The Owner shall give the CM/GC written notice of any such claim or suit, and the CM/GC shall have the full right and obligation to conduct the CM/GC's own defense thereof. Nothing contained herein shall be deemed to accord to the CM/GC, through its attorney(s), the right to represent the State of Tennessee in any legal matter, such rights being governed by Tennessee Code Annotated, Section 8-6-106.

With respect to the construction phase, the CM/GC's indemnity and hold harmless obligations shall be as provided in the terms and conditions of CSA to be negotiated and executed by the parties.

D.17 State and Federal Compliance. The CM/GC shall comply with all applicable State and Federal laws and regulations in the performance of this Contract. Services provided under this MC do not include professional design services of any type by the CM/GC.

D.18 Governing Law. This MC shall be governed by and construed in accordance with the laws of the State of Tennessee. The CM/GC agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this MC. The CM/GC acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, available under Tennessee Code Annotated, Sections 9-8-101 through 9-8-407.

D.19 Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This MC supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral. With respect to the construction phase, all terms and conditions of this Contract shall, however, be subject and subordinate to the terms and conditions of the CSA-GMP to be negotiated and executed between the parties.

D.20 Severability. If any terms and conditions of this MC are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this MC are declared severable.

D.21 Headings. Section headings of this MC are for reference purposes only and shall not be construed as part of this Contract.

D.22 Israel. Pursuant to TCA 12-4-119, Contractor certifies that it is not currently engaged in, and will not for the duration of the Contract, engage in a boycott of Israel, as defined by TCA 12-4-119(a)(1).

#### E. SPECIAL TERMS AND CONDITIONS:

E.1 Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.

E.2 Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this MC shall be in writing and shall be made by email, by overnight courier

service, or by first class mail, postage prepaid, addressed to the respective party at the appropriate email address or postal address as set forth below or to such other party, email address, or postal address as may be hereafter specified by written notice.

The Owner: Dick J. Tracy, Executive Director  
Office of Facilities Development  
Tennessee Board of Regents  
1 Bridgestone Park Third Floor  
Telephone: 615/366-4433

The CM/GC:

All instructions, notices, consents, demands, or other communications shall be considered effectively given as of the day of delivery; as of the date specified for overnight courier service delivery; as of three (3) business days after the date of mailing; or on the day the email receipt is confirmed.

- E.3 Document Priority. Should any conflict arise within any of the requirements of these MC documents, the documents shall be interpreted in priority in the following order:
1. Construction Services Agreement-Guaranteed Maximum Price ("CSA"), upon negotiation of its terms and conditions and execution by both parties, and subsequent amendments, and modifications.
  2. This MC and its attachments
  3. The RFP documents, which are incorporated by reference
  4. The Proposer's Proposal, which is hereby incorporated by reference
- E.4 Rights to Ideas and Technical Approach. The Owner shall own all ideas, technical approaches and CM/GC deliverables developed as a part of this MC.
- E.5 CM/GC Developed Programs. Upon completion or termination of this Contract, application programs and systems and other management systems developed and used by the CM/GC solely for the implementation of this Project shall be licensed to the Owner at no fee or otherwise remain with the Owner for use in management of other capital projects.
- E.6 Patents or Copyrights. The CM/GC shall indemnify and hold the Owner harmless of all claims or suits which may be brought against the Owner for infringement of any laws regarding patents or copyrights which may arise from the performance of the CM/GC under the MC. In any such action brought against the Owner, the CM/GC shall satisfy and indemnify the Owner for the amount of any final judgment, or settlement entered into in good faith by the Owner for infringement.
- E.7 Subject to Funds Availability. The MC is subject to appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the Owner reserves the right to terminate the MC upon written notice to the CM/GC. Said termination shall not be deemed a breach of Contract by the Owner. Upon receipt of the written notice, the CM/GC shall cease all services associated with this MC. Should such an event occur, the CM/GC shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the CM/GC shall have no right to recover from the Owner any actual, general, special, incidental, consequential, or any other damages whatsoever.
- E.8 In the event it is determined that the Proposer failed to disclose requested information, or made a false statement, misrepresentation or omission regarding a material fact concerning an aspect of the award of this MC, the Proposer may be considered in default and the Owner may terminate the MC immediately and/or withhold full or partial payment as it deems appropriate. In addition, the Owner may seek other available remedies to which it is entitled by law.

This Agreement entered into as of the day and year first written above as witnessed:

CONSTRUCTION MANAGER/  
GENERAL CONTRACTOR:

OWNER: Tennessee Board of Regents

Signature: \_\_\_\_\_  
Name  
Title

Approved: \_\_\_\_\_  
\*  
Executive Director –  
Office of Facilities Development

Approved: \_\_\_\_\_  
\*  
Vice Chancellor – Business & Finance

Approved: \_\_\_\_\_  
\*  
General Counsel

Approved: \_\_\_\_\_  
\*  
Chancellor

\*Name will be filled in when contract is  
Prepared.

## **Scope of Services and Deliverables**

### **1 PRE-CONSTRUCTION PHASE SERVICES**

The CM/GC services shall consist of providing Pre-Construction Phase Services (PCPS) as required including an acceptable Guaranteed Maximum Price(s).

#### **1.1 Project Review**

1.1.2 The CM/GC shall meet with the Owner, the Designer and any other design team members to gain a full understanding of the program, the design documents, the Project scope and all other aspects of the Project.

1.1.3 The CM/GC is an integral part of the Project team that will coordinate the development and progress of the pre-construction and construction phases.

1.1.4 The CM/GC may develop written Project procedures, in cooperation with the Owner and the Designer, that will augment the Owner's Designers' Manual, as necessary, to be used as a guide for the management and coordination of this Project.

#### **1.2 Consultation During Project Development**

1.2.1 The CM/GC shall attend regularly scheduled meetings with the Designer and consultants during the design phases established by the contract between the Owner and the Designer, to advise them on matters relating to site use, improvements, selection of materials, building methods, construction details, building systems and equipment, phasing and sequencing, and cost. The CM/GC shall provide written recommendations. The CM/GC shall not be called upon to provide advice on legal issues or to engage in the practice of architecture or engineering. The CM/GC's review of design documents is solely in its capacity as a construction manager and general contractor, not as a design professional. Such review is limited to issues of constructability, cost, value analysis, and scheduling. The CM/GC is not responsible for design of the Project.

#### **1.3 Schedule**

1.3.1 The CM/GC in consultation with the Designer shall prepare, provide, and maintain appropriately detailed pre-construction phase Critical Path Method (CPM) schedules utilizing the same standard software that will later be used to develop the Project Construction Schedule.

1.3.2 The Project schedule shall be sufficiently detailed to allow for a realistic projection of design activity sequences and durations. Updated schedules will be required at the end of each Design phase established by the contract between the Owner and the Designer, and after major value analysis decisions.

1.3.3 Within thirty (30) days from the execution of the Master Contract, the CM/GC is to establish a detailed CPM schedule of the pre-construction phase with the concurrence of the Owner and the Designer. The CM/GC is responsible to monitor this schedule during the pre-construction/design phases and advise the Owner of any deficiencies in adhering to this schedule by any party.

#### **1.4 Constructability Review**

1.4.1 CM/GC shall review the design documents during the pre-construction phase as to constructability. The review shall be conducted and reported following "Uniformat." With respect to each such issue, the CM/GC shall submit a written report to both the Owner and the Designer. At a minimum, each such written report shall contain:

- (1) A description of the constructability issue with background information;
- (2) a summary of the CM/GC's in-depth study/research including a description of the degree that the design/construction documents

have been reviewed; and,  
(3) written recommendations for addressing the issue.

1.4.2 The CM/GC shall promptly notify the Owner and Designer in writing upon recognizing any features in the design documents that appear to the CM/GC to be ambiguous, confusing, conflicting or erroneous.

#### **1.5 Construction Cost Model / Estimates**

1.5.1 The CM/GC shall develop a Project Construction Cost Model/Estimate that shall be independent from any similar estimate of probable construction cost required of the Designer and shall be updated as needed, but at a minimum at the end of each design phase during which the CM/GC is performing PCPS.

1.5.2 Each Construction Cost Model/Estimate must contain a statement of the total amount determined to be the total construction costs for the Project, including alternates, CM/GC construction services General Conditions Budget, CM/GC construction services Fixed Fee, and CM/GC Contingency.

1.5.3 The Maximum Allowable Construction Cost (MACC) is the amount available for construction: GMP Target as established by the Owner plus the Owner's construction contingency. The GMP Target shall include the amount available for construction; the CM/GC construction services General Conditions Budget, CM/GC construction services Fixed Fee, and CM/GC Contingency.

1.5.4 Each Construction Cost Model/Estimate and the Designer's estimate of probable construction cost will be reviewed by the Designer and the Owner for reasonableness and compatibility with the GMP Target. The Owner, Designer and the CM/GC will work together to resolve questions and differences that may occur between the Designer's estimate of probable construction cost and the Construction Cost Model/Estimate and to reach a mutually acceptable joint estimate of probable construction cost.

1.5.5 In the event that the Designer's or the CM/GC's estimate of probable construction cost exceeds the GMP Target, the Owner may direct the CM/GC to continue to provide its pre-construction phase services in conjunction with the Designer's redesign of the Project as necessary to maintain the Project program within the GMP Target; in which case, the CM/GC shall do so without additional compensation. Also, the Owner may elect to revise the Project scope or increase funding.

#### **1.6 Value Analysis**

1.6.1 The CM/GC shall, after a complete review of the Project program, review the design documents available at the time of the CM/GC's commencement of PCPS, and obtain an understanding of the intent of the Owner and the Designer, provide an initial value analysis study within a time frame agreed upon between Owner, Designer, and CM/GC based on available information and offer cost savings suggestions to the Owner. All recommendations shall be in writing and must be fully reviewed with the Designer and Owner, and approved by the Owner prior to implementation.

1.6.2 Value analysis efforts are intended to facilitate a design by the Designer that is effective in first costs as well as long term operational costs relative to issues of energy use and facility maintainability. Value analysis studies shall include life cycle cost analysis as may be required to assist the Designer to achieve an appropriate balance between costs, aesthetics and function. The CM/GC's analyses and recommendations are for issues of constructability, scheduling, value analysis, and cost, and are not made in the capacity of a design professional evaluating the adequacy of the design or compliance of the design with applicable design standards or codes.

1.6.3 Value analysis efforts shall take into consideration applicable constructability issues.

1.6.4 All value analysis studies must be provided on a timely basis within the pre-construction schedule.

1.6.5 Value analysis shall be continuous.

1.6.6 The CM/GC shall conduct a value analysis study on a date agreed upon by the Project team which shall include, but not be limited to, the items noted below:

- a. Develop value analysis concepts for consideration at the session noted in (b) below. This activity shall be coordinated with the Designer.
- b. Brainstorming session(s) with design team and Owner.
- c. Written cost studies and a pro/con evaluation shall be produced and submitted to the Owner within two (2) weeks of the brainstorming session.
- d. Formal presentation of the written study shall be conducted by the CM/GC.
- e. A formal written value analysis study document including a summary of value analysis items, applicable cost savings, selected items and their corresponding cost savings shall be presented to the Owner and Designer.

### 1.7 Coordination of Contract Documents

1.7.1 The CM/GC shall review the construction documents, recommending alternatives whenever the CM/GC recognizes that design details unduly affect costs, construction feasibility or schedules. The CM/GC shall notify the Designer and the Owner in writing upon recognizing any features in the construction documents, which appear to the CM/GC to be ambiguous, confusing, conflicting or erroneous.

1.7.2 The CM/GC shall provide a thorough trade coordination review of the construction documents before trade contract bidding. Review shall be performed utilizing a structured, industry-accepted process. The CM/GC shall review the final documents to see that all comments have been incorporated.

1.7.3 All ambiguous, confusing, conflicting and/or erroneous features discovered in the construction documents by the CM/GC during the review process shall be promptly reported to the Owner and Designer.

### 1.8 Guaranteed Maximum Price (GMP) for Construction

1.8.1 The GMP shall be established not later than the date documented in the project schedule. The CM/GC may bid trade contracts prior to establishment of the GMP at its own risk subject to Paragraph 1.10 below; however, the CM/GC shall not enter into binding contracts with trade contractors until after the Construction Services Agreement - Guaranteed Maximum Price (CSA-GMP) is negotiated and executed. The CM/GC shall develop and provide to the Owner a GMP which shall include all construction costs and project related cost required under the GMP, the CM/GC-GMP Contingency, the CM/GC construction services Fee, and construction services General Conditions Budget. The GMP shall identify each anticipated trade contract amount, the CM/GC's Fixed Fee, the CM/GC's contingency, General Conditions costs, identifying all line items, and all Project related costs.

1.8.2 The CM/GC's detailed construction cost estimates and GMP will be reviewed by the Designer and the Owner for reasonableness and compatibility with the Project GMP Target. The Owner, Designer and the CM/GC will work together to resolve questions and differences that may occur between the GMP Target and the CM/GC's construction cost estimate and corresponding GMP.

1.8.3 The GMP shall not exceed the GMP Target as established by the Owner.

1.8.4 In the event that the GMP exceeds the GMP Target, the Owner reserves the right to direct the CM/GC to continue to provide pre-construction phase services in conjunction with the Designer's redesign of the Project as necessary to maintain the Project program and meet the GMP Target.

- a. After consultation with the Owner, the CM/GC shall coordinate and cooperate with the Project team as the Designer alters and redrafts construction documents as necessary to accomplish the required reduction in cost.
- b. The CM/GC shall analyze the Designer's originally submitted and as altered and redrafted construction documents and make recommendations to the Owner as to ways and methods to reduce the costs of constructing the Project to a sum which does not exceed the GMP Target.
- c. The CM/GC shall develop and provide to the Owner and Designer a revised GMP in connection with the redrafted and altered construction documents.

1.8.5 Upon acceptance by the Owner of a GMP, the Owner and the CM/GC shall negotiate and execute a mutually acceptable agreement including the approved GMP as a part of the Owner-CM/GC Construction Services Agreement (the CSA-GMP). All required bonds and insurance shall be provided in accordance with the terms of the CSA-GMP and shall be furnished on or before the date of the Owner's execution of the CSA-GMP.

1.8.6 The CM/GC shall perform the work set forth in this Section without additional compensation over and above the lump sum pre-construction fee provided in the Master Contract.

### 1.9 Contingencies

1.9.1 Owner's Construction Contingency:

- a. An Owner's Construction Contingency will be established. Expenditures against this contingency will be available to cover all costs resulting from modifications not specifically covered in subparagraph 1.9.2 and initiated by the Owner's designated representative and implemented through a modification to the CSA-GMP during the Construction Phase Services.
- b. The Owner's Construction Contingency is not included in the GMP.

1.9.2 CM/GC-GMP Contingency

- a. The GMP shall include a construction contingency (CM/GC-GMP contingency) in an amount approved by the Owner, to help reduce the risks assumed by the CM/GC in providing the GMP for the Project. The Owner and the CM/GC acknowledge that the contingency is included to adjust the estimate for eventualities which have not been taken into precise account in the establishment of the GMP, including, but not limited to, those resulting from (1) the Construction Documents not being complete at the time the GMP is established, (2) scope gaps between trade contractors, and (3) unforeseen field conditions, circumstances, other occurrences, or errors and omissions in the Contract Documents which a prudent CM/GC would not have reasonably detected or anticipated during the discharge of the CM/GC's pre-construction duties.
- b. The amount of the CM/GC-GMP Contingency is the maximum sum available to the CM/GC to cover costs incurred as a result of such unanticipated causes or details. Cost overruns in excess of the amount of the CM/GC-GMP Contingency will be borne by the CM/GC under the existing GMP, unless the GMP is adjusted pursuant to the terms of the Owner-CM/GC CSA-GMP.

c. The CM/GC-GMP Contingency may be applied to any items within the cost of the Work without the necessity of a modification, without constituting a change in the Work, and without resulting in any change in the GMP. The CM/GC shall advise the Designer and the Owner in writing prior to applying a part of the CM/GC-GMP contingency to an item within the cost of the Work. The CM/GC shall fully document the change on its copy of the construction documents that will be used as a part of the record documents.

d. The amount of the CM/GC-GMP Contingency is to be reviewed by the Owner as part of its review of the GMP. No set amount or percentage for the CM/GC-GMP Contingency will be agreed to prior to the submittal of the GMP. The Owner retains the right to specifically request revisions to the amount of the CM/GC-GMP Contingency prior to the Owner's acceptance and approval of the GMP.

#### **1.10 Non-Acceptance of the GMP and Termination**

1.10.1 The Owner, at its sole discretion, may decline to proceed with the CM/GC's GMP for the Project or Project phase(s) and thereupon without penalty, the Contract services for the Project or Project phase(s) shall terminate at the end of the Pre-Construction Phase.

1.10.2 In any event, such termination shall likewise terminate all further services and obligations of the CM/GC for the Project or Project phase(s). The CM/GC shall accept the lump sum contract amount for PCPS as full and complete reimbursement of all costs and services performed by the CM/GC for PCPS, and shall not be entitled to any further amount for such services. Thereafter, the Owner shall have the right to continue its activities to place the Project or Project phase(s) under construction with no obligation or restriction regarding the CM/GC and with full ownership and use of any data and information developed during PCPS.

1.10.3 Termination under this Section is in addition to the termination provisions set forth elsewhere in the Contract, including, but not limited to, the General Conditions of the Contract included in the CSA-GMP.

#### **1.11 Ownership of Documents**

1.11.1 All data information, material and all copies thereof developed by the CM/GC, or in the CM/GC's possession or control, relating to the Project are the property of the Owner and shall be turned over to the Owner within ten (10) days after the Owner's request. However, the CM/GC may keep its own counterparts of executed agreements and one duplicate of its other data and documents for its own records but not for reuse.

#### **1.12 Trade Contractor Qualification Requirements**

1.12.1 The Owner and the Designer shall cooperate and participate with the CM/GC in the CM/GC's establishment of qualification requirements for all trade contractors. Then the CM/GC shall proceed to obtain written, sealed competitive bids from qualified trade contractors.

1.12.2 Basic qualification information from principal trade contractors may be requested on AIA Document 305 (Contractor's Qualification Statement). There may be a need to request additional Project or task specific information. The CM/GC may establish any qualification requirements that are not prohibited by law or by any specific and explicit terms of any written and published State Building Commission policies and procedures.

1.12.3 The CM/GC shall conduct pre-bid meetings and award meetings for all trade contracts. The CM/GC shall notify the Owner and Designer of the time and place of each such meeting.

1.12.4 The CM/GC may verify any trade contract bid as hereinafter provided.

## **2 CONSTRUCTION PHASE SERVICES**

The CM/GC services shall consist of providing Construction Phase Services (CPS) as required herein and by the Contract Documents including, but not limited to, the General Conditions of the Contract and all additional documents enumerated in Article 1 of the CSA-GMP to effect the complete construction of the Project and to maintain the established GMP of the Project.

### **2.1 Consultation During Continuing Project Development**

Upon acceptance of the GMP, the CM/GC shall continue to advise and assist the Owner and Designer during any continuing design activities as described in 1 above, but solely in its capacity as a construction manager and general contractor, not as a design professional. Such advice and assistance is limited to issues of constructability, cost, value analysis, and scheduling. The CM/GC is not responsible for design of the Project.

### **2.2 Project Construction Costs**

2.2.1 The CM/GC will publicly bid trade contracts in accordance with the established Project schedule. Upon completion of the award process for trade contracts, the CM/GC will summarize the values of all of the subcontracts and compare this total with the budgeted amount within the GMP cost estimate. Should the value of the awarded subcontracts be less than the GMP trade contract budget, a reserve fund will be established. The sum of the CM/GC contingency and the reserve fund shall be limited to ten percent of the value of the GMP or a different percent agreed to in writing by the Owner and the CM/GC. Any funds in excess of the ten percent cap will be deducted from the GMP by modification and added to the Owner's contingency. The CM/GC may utilize the reserve fund as follows:

- a. There are certain uses for the CM/GC contingency delineated in 1.9.2 above. The CM/GC can only utilize the reserve fund for these uses after the CM/GC contingency has been expended and upon prior written approval of the Owner, which shall not be unreasonably withheld.
- b. The CM/GC shall be authorized to use or allocate reserve funds for other purposes only upon mutual agreement that the purpose is appropriate to the Project and to the CSA-GMP, and only with the prior written approval of the Owner.

2.2.2 Upon completion of the CM/GC's obligations under the CSA-GMP, any and all non-expended funds remaining in the GMP will be retained by the Owner.

### **2.3. Project Construction Schedule**

2.3.1 The CM/GC shall provide a Critical Path Method (CPM) schedule utilizing accepted standard computer based software. The scheduling software shall allow for integration of all aspects of the Project and provide for coordination of all work to be performed. The scheduling software used by the CM/GC shall be capable of producing and coordinating logic developed network diagrams, and tabular format reports.

2.3.2 After acceptance of the GMP and issuance of a CSA-GMP to the CM/GC for a Construction Phase of the Project and within fifteen (15) days after receipt of the written Notice To Proceed with construction (NTP), the CM/GC shall submit a preliminary CPM schedule that is consistent with the preliminary schedule included in trade contract bid packages.

2.3.3 The CM/GC shall develop the complete and final CPM schedule in the form of a CPM network diagram using the CM/GC's logic and time estimates for each segment of the work. The network diagram will be drawn in a level of detail suitable for display of salient features of the work including, but not limited to, the placing of orders for materials, submission of shop drawings for approval, approval of shop drawings by the Designer, delivery of material, and all work activities inclusive of the punch list. Each work activity shall be assigned a time estimate by the CM/GC. One-day shall be the smallest time unit used. Data shall also be provided in Gantt form.

2.3.4 Upon completion of the network diagram, the CM/GC shall have computer input data prepared, and a computer run made to generate a printout for the Project based on the information supplied. In the event the completion date indicated by the schedule exceeds the contractual date(s), the logic and time estimates used to develop the plan will be reviewed, changes will be made in the logic and time estimates, and another computer run will be made to generate a new schedule. This procedure shall be repeated, if necessary, to provide a plan and schedule to meet the contractual date(s). All submissions shall be both in hard copy and in electronic format.

2.3.5 Within thirty (30) days after receipt of the written NTP with construction, the final CPM schedule shall be submitted to the Designer and the Owner. This working plan shall show job identification, job duration, calendar dates for start and finish of each job, and jobs critical to the completion of the Project on schedule.

2.3.6 The CM/GC shall review the plan and schedule each month. An updated Project schedule shall be furnished showing actual completed work at the end of each month in respect to the entire Project.

2.3.7 The CM/GC shall provide regular monitoring of the schedule as construction progresses, identify potential variances between scheduled and desired completion dates, review schedule for work not started or incomplete and take the action necessary to meet the required completion date.

2.3.8 Adherence to Schedule:

- a. It is the CM/GC's responsibility to meet the required construction completion date(s) as modified pursuant to Article 8 of the General Conditions of the Contract.
- b. If the CM/GC finds that the schedule is likely to be impacted by an action or inaction on the part of the Owner, the CM/GC must review the situation with the Designer and the Owner in a timely manner and proceed in accordance with the General Conditions of the Contract.

## 2.4 Trade Contracts

2.4.1 The CM/GC shall prepare trade contract packages as required. Contracts between the CM/GC and trade contractors shall be in accordance with the General Conditions of the Contract and shall be procured in accordance with the State Building Commission policies and procedures for bidding of Public Contracts (this is posted on the State Architect's website), and documents enumerated in Article 1 of the CSA-GMP.

2.4.2 After the CM/GC has developed qualifications for trade contractors, the CM/GC shall invite and receive bids for all qualified contractors for each package. In coordination with the CM/GC, the Owner shall publicly advertise for trade bids. The CM/GC shall publicly open the bids and then tabulate the bids received on each package. Next, the CM/GC shall determine the apparent low bidder for each package. Upon this determination, the CM/GC shall have the right to review all bid documentation from the apparent low bid contractor to verify the scope of the bid. If the CM/GC's review shows that the low bidder fully accounted for all costs associated with the scope of the work on which it was bidding, and the low bidder satisfies all qualification criteria and requirements established pursuant to subparagraph 1.12.2, then the contract shall be awarded to the low bidder as a subcontractor. If, however, the CM/GC's review shows that the low bidder failed to account for all costs associated with the scope of the work on which it was bidding or the low bidder is not in full and strict compliance with all qualification criteria and requirements established pursuant to subparagraph 1.12.2, then the bid may be disqualified with the approval of the Owner, which shall not be unreasonably withheld. The CM/GC shall have the right as outlined above to verify the scope and qualifications of each low bidder in the same manner to determine the lowest verified bid from a qualified bidder.

2.4.3 The CM/GC may repeat the bidding for a trade contract

only if:

- (1) the initial bidding produces no responsible, responsive bid for that portion of the work, or
- (2) no responsible, responsive bidder for that portion of the work will execute the subcontract form included in the bid package without material alterations, and
- (3) the Owner approves of such a re-bid, which approval shall not be unreasonably withheld.

2.4.4 All contract documents between the CM/GC and the trade contractors shall be made available for review by the Designer and the Owner.

2.4.5 Trade contracts are not to include contingencies. All construction contingency is to be included in the CM/GC GMP contingency.

## 2.5 Project Control

### 2.5.1 Project Staffing

a. The CM/GC's on-site representatives shall coordinate the work of the trade contractors and coordinate the work with the activities and responsibilities of the Owner, Designer and CM/GC to complete the Project in accordance with the CSA- GMP requirements.

b. The CM/GC shall maintain a competent and adequate full-time staff at the Project site to coordinate and provide adequate direction of the work, and to monitor progress of the trade contractors on the Project at all times.

c. The on-site CM/GC representatives will remain on the job and in responsible charge as long as those persons remain employed by the CM/GC, unless the Owner has reason to agree otherwise during the course of the Project.

### 2.5.2 Meetings

a. The CM/GC shall schedule and conduct regular progress meetings with trade contractors as conditions on the Project require. The CM/GC shall conduct biweekly Owner's meetings and other meetings as may be required, at which trade contractors, Owner, Designer, and other designated representatives, and the CM/GC can discuss jointly such matters as identified in the Owner's Designers' Manual under Administrative Procedures, Chapter 6 paragraph 6.07 Progress Meetings.

b. The CM/GC shall take and distribute complete minutes of meetings to all attendees, and to the Designer and Owner even if not attending, within three (3) days of such meetings. Representatives of the Owner and Designer may attend meetings and shall in any case receive all notices and minutes of meetings.

2.5.3 The CM/GC may self perform Project work to assist with the coordination of trade contracts and minor Project facilitation. The CM/GC shall not perform trade contract work. The maximum percent of the GMP that the CM/GC can self perform shall be three (3) percent.

## 2.6 Requests for Information (RFI)

2.6.1 The CM/GC will be responsible for developing and implementing a RFI form for use on the Project.

2.6.2 The CM/GC will be responsible for logging and reviewing all RFIs prior to submission to the Designer. The CM/GC is to ensure that the RFIs submitted are not frivolous.

2.6.3 The CM/GC shall track and monitor all RFIs throughout the Construction Phase in a timely manner until they are processed by the Designer.

2.6.4 All responses to the RFIs that have an added cost impact shall also be discussed with the Designer and the Owner.

2.6.5 The CM/GC shall develop an RFI aging report which is to be submitted at each progress meeting.

## **2.7 Substitution Requests**

2.7.1 The CM/GC shall log all substitution requests.

2.7.2 The CM/GC shall review all substitution requests to ensure that they are complete; and, if not complete, return them to the trade contractor for proper submission.

2.7.3 The CM/GC shall not submit a substitution request to the Designer if CM/GC believes it to be inappropriate. The CM/GC's review of substitution requests will be solely in its capacity as a construction manager and general contractor, not as a design professional. Such review shall be in accordance with the Contract Documents enumerated in Article 1 of the CSA-GMP.

2.7.4 The CM/GC shall track and monitor all substitution requests throughout the Construction Phase until all substitution requests are processed by the Designer. The CM/GC shall ensure that all substitution requests are submitted in accordance with the Contract Documents.

2.7.5 The CM/GC shall include substitution requests, if any, on the agenda at the progress meetings.

## **2.8 Project Photographs**

2.8.1 The CM/GC shall submit progress photographs monthly in sufficient detail to properly record the work.

## **2.9 Cost Control**

2.9.1 The CM/GC shall develop and maintain an effective system of Project cost tracking and control.

2.9.2 The CM/GC shall maintain cost accounting records on authorized work performed under unit costs, actual costs for labor and material, or other bases requiring accounting records, and afford the Designer and the Owner access to these records and preserve them in accordance with Paragraph D.8 of the Master Contract.

## **2.10 Quality Control / Inspection**

2.10.1 The CM/GC shall perform quality control inspections on the work of the trade contractors to guard the Owner against defects and deficiencies in the work and shall coordinate this activity with the on-site duties of the Designer. He shall advise the Designer of any known variation and deviation from the Contract Documents and shall take the necessary action to cause such variations and deviations from the Contract Documents to be corrected. CM/GC shall provide one set of all inspection reports (in binder form) as part of the bi-weekly job progress meetings.

2.10.2 The Owner reserves the right to independently contract for compliance inspection and testing.

2.10.3 The CM/GC shall track deficiencies reported by the Designer, as well as those noted in 2.10.1 above.

## **2.11 Project Safety**

2.11.1 The CM/GC shall develop and implement a Project safety program in accordance with the General Conditions of the Contract and applicable regulations.

2.11.2 The CM/GC shall document any safety violations it discovers, and actions taken to protect the safety of persons and property engaged in the work.

## **2.12 Modifications and Change in GMP**

2.12.1 Changes in the scope of work to be performed during the Construction Phase shall be governed by the General Conditions of the Contract.

2.12.2 The CM/GC shall develop and implement a system for review, negotiation, and processing of proposed modifications that is consistent and compatible with the Contract Documents; and shall, with complete supporting data, recommend necessary changes to the Owner and the Designer for approval.

2.12.3 Modification proposals will consist of actual costs only; that is, trade contractors' change order proposals and General Conditions items, if applicable, only. No CM/GC fee shall be assessed for Owner requested modifications to the work of the Project until such modifications aggregate to a sum in excess of two (2%) percent of the Project GMP. Additional CM/GC fee shall apply only to modifications that exceed the two (2%) percent.

2.12.4 All actual net costs associated with scope reductions shall revert to the Owner in accordance with the General Conditions of the Contract.

## **2.13 Shop Drawing Review/Processing**

2.13.1 The CM/GC shall be responsible for logging all shop drawings / submittals prior to submission to the Designer. The CM/GC is to ensure that shop drawing / submittal packages are submitted in accordance with the contract documents and, if not appropriately submitted, return them to the trade contractor for proper submission.

2.13.2 The CM/GC shall develop and implement a system for review, acceptance or rejection, and processing of all shop drawings / submittals, including the projected lead time on the CPM schedule; and shall review this system with the Designer.

2.13.3 The CM/GC shall be responsible for tracking and monitoring all shop drawings/submittals throughout the Construction Phase until all shop drawings/submittals have been approved by the Designer.

2.13.4 The CM/GC shall include shop drawings as an agenda item on all progress meetings.

2.13.5 The CM/GC shall develop a shop drawings/submittal aging report which is to be submitted at each bi-weekly progress meeting.

## **2.14 Document Control**

2.14.1 The CM/GC shall devise, implement and maintain at the Project site, a structured document control system which includes and tracks records of all necessary contracts, RFI's, shop drawings, samples, purchases, materials, equipment, maintenance and operating manuals and instructions, and any other documents and revisions thereto which arise out of the Contract; and, shall keep these documents readily available to the Designer and the Owner any time during the performance of this contract.

## **2.15 Reports**

### **2.15.1 General**

a. The CM/GC shall keep accurate and detailed written records of Project progress during all stages of construction.

b. The CM/GC shall submit a monthly progress report, bound in booklet form, to the Designer and the Owner to include a progress report on the status of construction, updated copies of all logs including Pending Action Items

Log, RFI Log, Modification Status Log, Submittals Log, an updated Construction Schedule, updated Contract Time and GMP Status, and progress photographs.

### **2.15.2 Daily Diary**

a. The CM/GC shall maintain a detailed daily diary of all events, which occur at the jobsite or elsewhere, and which affect, or may be expected to affect, Project progress. The diary shall record, as applicable, weather data, including minimum and maximum temperatures, precipitation type and amount, sky conditions, and wind velocities, and be used to support the standard Weather Delay Report. The diary shall include a detailed list of all material deliveries to the site and describe the construction activities of the day along with manpower and equipment usage, including that of the trade contractors. The diary shall be available to the Designer and Owner at all times and shall be turned over to the Owner upon completion of the Contract.

### **2.16 Project Manual Documents**

2.16.1 The following Bidding Requirements, Contract Forms, General Conditions of the Contract, and General Requirements shall be a part of the CSA-GMP and, in all cases in these documents, references to "General Contractor" shall mean the CM/GC:

- a. The Contract Documents will include Conditions of the Contract for Construction as posted with the RFP on the TBR website.
- b. Wage Rate Determination(s) - from the Tennessee Department of Labor, applicable to the portions of the Work performed by the CM/GC's trade contractors regardless of the number of subcontract tiers between the CM/GC and the worker.
- c. Standard Bidding and Construction documents that are applicable to the CM/GC's Work are identified in Article 1 of the CSA-GMP.

### **End of Scope of Services and Deliverables**



# Construction Services Agreement

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**Between Owner and Construction Manager / General Contractor**

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Where the Basis is a  
GUARANTEED MAXIMUM PRICE

Use only with the coordinated documents identified in the current  
**Owner's Designers' Manual**  
for projects of the State Building Commission of Tennessee and the Tennessee Board of Regents

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## AGREEMENT

made as of the \_\_\_\_\_ Day of \_\_\_\_\_ in the year of  
Two Thousand

**BETWEEN** the Owner: **STATE OF TENNESSEE**  
Via the Contracting Agency: **Tennessee Board of Regents**

and the Construction Manager / General Contractor (hereinafter "CM/GC"):

the Project:

the Designer:

The Owner and the CM/GC agree as set forth below.

**ARTICLE 1**  
**THE WORK AND THE CONTRACT DOCUMENTS**

- 1.1** The CM/GC shall perform all the Work required by the Contract Documents for the Project identified on page one.
- 1.2** The Contract Documents include the Master Contract and the Individual Contract elements of the Contract Documents identified below in Paragraph 1.4. These form the Contract and together constitute the entire agreement between the Owner and the Contractor, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. An enumeration of the Contract Documents appears in paragraph 1.4.
- 1.3** Terms used in this Agreement which are defined in the Conditions of the Contract shall have the meanings designated in those Conditions.
- 1.4** The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:
- 1. The Construction Manager / General Contractor (CM/GC) Master Contract**  
Dated \_\_\_\_\_ between the State of Tennessee, Tennessee Board of Regents and \_\_\_\_\_ for the project titled:
  - 2. This Agreement**
  - 3. General Conditions**  
*Specific reference information will be added here.*
  - 4. Supplementary Conditions**  
*Specific reference information will be added here including Prevailing Wage Rate Determination.*
  - 5. Specifications**  
*Specific reference information will be added here*
  - 6. Drawings**, dated \_\_\_\_\_ and titled:  
*Specific reference information will be added here.*
  - 7. The portions of the following Addenda as apply to the above documents:**  
*Specific reference information will be added here.*
  - 8. Scope of Services and Deliverables**  
*Specific reference information will be added here.*

**ARTICLE 2**  
**TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

**2.1** The Work to be performed under this Contract shall be commenced on the date stipulated in the Notice to Proceed; and, subject to authorized adjustments, Substantial Completion shall be achieved for the work and each Phase thereof in accordance with the number of calendar days Contract Time allotted each, from and including the Commencement of each, wholly and severally for the Work of each Phase.

**2.2** Liquidated Damages, as set forth in paragraph 9.12 of the General Conditions of the Contract (OFD 00 72 03).

"Will Apply"

**ARTICLE 3**  
**CONTRACT SUM**

**3.1** The Owner shall pay the Contractor in current funds for the performance of the Work an amount not to exceed the Guaranteed Maximum Price, also referred to as the "Contract Sum", of,

subject to additions and deductions by Modifications as provided in the Contract Documents.

**3.2** The Guaranteed Maximum Price (GMP) is determined as follows:

**Trade Contracts**  
**Self-Performance**  
**General Conditions Budget**  
**CM/GC Contingency**  
**CM/GC Construction Services Fixed Fee** \_\_\_\_\_  
**Guaranteed Maximum Price**

**3.3** Unit Prices will be used as specified.

This Agreement entered into as of the day and year first written above as witnessed:

**BY: Construction Manager / General Contractor**

\_\_\_\_\_

Signature:

Name  
Title

\_\_\_\_\_

**AND BY OWNER: STATE OF TENNESSEE  
Tennessee Board of Regents**

**APPROVED:**

\*

Executive Director - Office of Facilities Development

**APPROVED:**

\*

Vice-Chancellor - Business and Finance

**APPROVED:**

\*

General Counsel

**BY:**

\*

Chancellor

\*Name will be filled in when contract is prepared.

**END of AGREEMENT FORM**

**PROPOSAL TRANSMITTAL/STATEMENT OF CERTIFICATIONS AND ASSURANCES**

The Proposer must complete and sign this Technical Proposal Transmittal. It must be signed, in the space below, by an individual empowered to bind the proposing entity to the provisions of this RFP and any contract awarded pursuant to it.

**PROPOSER LEGAL ENTITY NAME:** \_\_\_\_\_

**PROPOSER FEDERAL TAXPAYER IDENTIFICATION NUMBER:** \_\_\_\_\_

**Tennessee Contractor License Information:**

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

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

License Expiration Date: \_\_\_\_\_ Dollar Limit: \$ \_\_\_\_\_

**In regard to the project identified in the header above the Proposer does hereby affirm and expressly declare, confirm, certify, and assure the following:**

1. This proposal constitutes (a) a commitment to provide all services as defined in the RFP Pro Forma Master Contract (MC) and attached Scope of Services for the total contract period and (b) confirmation that the Proposer shall comply with all of the provisions in this Request for Proposal and shall accept all terms and conditions set out in the MC.
2. The information detailed in the proposal submitted herewith in response to the subject RFP is accurate.
3. The proposal submitted herewith in response to the subject RFP shall remain valid for at least 60 days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any contract pursuant to the RFP.
4. The Proposer acknowledges and accepts that the full proposal contents and associated documents shall become open to public inspection.
5. As applicable to the proposed Master Contract, the Proposer shall comply with:
  - a) the laws of the State of Tennessee;
  - b) Title VI of the federal Civil Rights Act of 1964;
  - c) Title IX of the federal Education Amendments Act of 1972;
  - d) the Equal Employment Opportunity Act and the regulations issued there under by the federal government;
  - e) the Americans with Disabilities Act of 1990 and the regulations issued there under by the federal government;
  - f) the condition that the submitted proposal was independently arrived at, without collusion, under penalty of perjury; and,
  - g) the condition that no amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Proposer in connection with the Procurement under this RFP.
  - h) the condition that in compliance with the Iran Divestment Act the Proposer is not on the list created pursuant to Tennessee Code Annotated (TCA) 12-12-106 and shall not utilize a subcontractor on that list.
  - i) TCA 2-4-119, Contractors currently engaged in a boycott of Israel or who intend to engage in a boycott of Israel should not bid.
6. The Proposer shall provide proof of insurance in accordance with the requirements of the RFP.

7. This Proposer's status, as required by the State Building Commission Policy and Procedures, is:

(True or False) \_\_\_\_\_ The Proposer and/or any of the Proposer's employees, agents, independent contractors and/or proposed Subcontractors have been convicted of, pled guilty to, or pled nolo contendere to any contract crime involving a public contract.

(Yes or No) \_\_\_\_\_ The Proposer is a "Certified Diversity or Disadvantaged Business Enterprise," Women Owned, Minority Owned, or Small Business, per TCA. § 12-3-801-808. If "Yes", then indicate the applicable status and name the Certifying Agency below.

Status: \_\_\_\_\_ Certifying Agency: \_\_\_\_\_

8. The Proposer acknowledges receipt of Addenda:

Addendum number and date: \_\_\_\_\_ Addendum number and date: \_\_\_\_\_

Addendum number and date: \_\_\_\_\_ Addendum number and date: \_\_\_\_\_

*By signing this Proposal of Certifications and Assurances, below, the signatory also certifies legal authority to bind the submitting entity to the provisions of this RFP and any contract awarded pursuant to it.*

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Printed Name and Title:** \_\_\_\_\_ **Email :** \_\_\_\_\_

**TECHNICAL PROPOSAL & EVALUATION GUIDE — SECTION A**

<b>PROPOSER NAME:</b>	
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**SECTION A — MANDATORY REQUIREMENTS & INFORMATION**

The Proposer must address all Mandatory Requirements & Information items and provide, in sequence, the information and documentation as required (referenced with the associated item references). The RFP Coordinator will review all mandatory requirements & information items, including but not limited to the following:

- Proposal received on or before the Proposal Deadline.
- Technical Proposal copies and Cost Proposal packaged separately.
- Technical Proposal contains no cost data, except as requested.
- Proposer did not submit alternate proposals.
- Proposer did not submit multiple proposals in a different form.
- Technical Proposal does not contain any restrictions of the rights of the Owner or other qualification of the proposal.

Proposal Page # (to be completed by Proposer)	Mandatory Requirement Items	Owner Use ONLY Pass/Fail
	<b>A.1</b> Provide the <i>Proposal Transmittal and Statement of Certifications and Assurances</i> (RFP Attachment 6.2) completed and signed, in the space provided, by an individual empowered to bind the Proposer to the provisions of this RFP and any resulting contract.	
	<b>A.2</b> Provide a letter(s) from an insurance and/or surety agency stating your firm’s capability to provide insurance and bonding for this Project in accordance with the Pro-Forma Construction Services Agreement and associated General Conditions. Provide current percent of contract rate charged by the surety for your firm’s contract bond.	
	<b>A.3</b> Identify your firm’s form of business (i.e., individual, sole proprietor, corporation, non-profit corporation, partnership, limited liability company) and the name of the U.S. state in which it is established.	
	<b>A.4</b> Provide a statement of whether there have been any mergers, acquisitions, or sales of your firm within the last five years, and if so, an explanation providing relevant details.	
	<b>A.5</b> Provide a statement that discloses any pending litigation against your firm; and if such litigation exists, an attached opinion of counsel as to whether the pending litigation will impair your firm’s performance in a contract under this RFP.	
	<b>A.6</b> Provide a statement declaring whether, in the last ten years, your firm has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors, and if so, an explanation providing relevant details.	

	<b>A.7</b> Identify your firm's primary contact person for the Owner including mailing address, telephone number, and e-mail address.	
	<b>A.8</b> Provide a statement declaring whether your firm, or any individual who shall perform work under the contract, has a possible conflict of interest (e.g., employment by the State of Tennessee) and, if so, the nature of that conflict.	
	<b>A.9</b> Provide a statement declaring whether your firm, or any of the employees, have been convicted of, pled guilty to, or pled nolo contendere to any felony, and if so, an explanation providing relevant details.	

## TECHNICAL PROPOSAL & EVALUATION GUIDE — SECTION B

**PROPOSER NAME:**

### SECTION B — QUALIFICATIONS & EXPERIENCE

The Proposer must address all Qualifications and Experience section items and provide, in sequence, the information and documentation as required (referenced with the associated item references).

Proposal Page # (to be completed by Proposer)	Qualifications & Experience Items	Owner Use ONLY
	<p><b>B.1 General Qualifications: Provide a brief statement describing your firm’s credentials to deliver the services required by this RFP. Include the number of employees, types of client base, location of offices, and the location of the office that is providing services. Provide a list of all on going projects that this office is involved and current phase of each.</b></p> <p><b>Evaluation Criteria:</b></p> <ul style="list-style-type: none"> <li>• Firm’s client base is similar to TBR but is not required to be TBR project experience.</li> <li>• Location of office that is providing services is within general region of project OR firm shows experience within project location.</li> </ul>	<p><b>0-4 points</b></p>
	<p><b>B.2 Projects: Provide a Project Reference Form for each of no more than five (5) projects of similar scope and complexity completed or being constructed by your firm in the last five (5) years. Include any TBR CM projects you have been awarded within your five (5) projects. For each project, complete the Project Reference Form (2 pages) included after this section.</b></p> <p><b>Evaluation Criteria:</b></p> <ul style="list-style-type: none"> <li>• Similar scope (Size, occupancy use)</li> <li>• Similar Complexity (Phased, early release packages)</li> <li>• Education – Post Secondary</li> <li>• Skills Training</li> <li>• Industry, Production, Manufacturing, Equipment or Process Centric</li> </ul>	<p><b>0-13 points</b></p>

	<p><b>B.3 Personnel: Provide one-page resumes of personnel with title/position, education, professional license or registration, and general employment history. Key personnel shall include, at a minimum, the project manager(s), superintendent(s), and pre-construction phase cost estimator(s). Provide relevant references for the project manager(s) and superintendent(s) with names and contact information. Provide a table that identifies the personnel named identifying any project assignment on the projects named in B.2, and their job titles for those projects. Provide a table listing personnel assigned to this project and list all current assignments to any other projects currently in pre-construction and/or construction.</b></p> <p><b>Evaluation Criteria:</b> (Individual may have gained experience from a previous position to qualify for current assigned position as determined by evaluator.)</p> <ul style="list-style-type: none"> <li>• Project Manager(s) experience on similar projects</li> <li>• Superintendent(s) experience on similar projects</li> <li>• Cost Estimator(s) experience on similar projects</li> </ul>	<p>0-7 points</p>
	<p><b>B.4 Staffing: Provide the estimated amount of time in hours per Week that each of the personnel will be committed to this Project during the PRE-CONSTRUCTION and CONSTRUCTION phases. Include their KEY TASKS/RESPONSIBILITIES they will perform during the PRE-CONSTRUCTION and CONSTRUCTION services. (Example: scheduling, value analysis, constructability review, estimating). Include any construction management consultants that will be assigned to this project in the PER-CONSTRUCTION PHASE who will be under the administrative control of the CM/GC.</b></p> <p><b>Evaluation Criteria:</b></p> <ul style="list-style-type: none"> <li>• Impactful task assigned during pre-construction services.</li> <li>• Time commitment during pre-construction services</li> <li>• Value added to pre-construction phase based on expertise of key assignment.</li> </ul> <p>NOTE: Staff assigned to Pre-Construction and Construction phases must be available for this Project without overlap.</p>	<p>0-4 points</p>
<p>(Maximum Section B Score = 28 points)</p>		
<p>SCORE (for all Section B items above)</p>		

**Project Reference Form**

Project #

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

<b>PROPOSER NAME:</b>	
Owner/Agency Name _____	
Address _____ City _____ State _____ Zip _____	
Contact Person's Name _____ Title _____	
Phone _____ E-Mail _____	
Designer of Record: _____ Design Firm Name _____ Phone _____	

**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: \$	
CM/GC Contingency Assigned: \$	
CM/GC Contingency Returned to Owner: \$	
Project Executive:	
Project Manager:	
Construction Superintendent:	
Electrical Subcontractor:	
HVAC Subcontractor:	
Plumbing Subcontractor:	
Masonry Subcontractor:	
Third Party Commissioning Agent (if used):	
Sustainability Criteria (if used):	

**Project Reference Form**

**Project #**

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

<b>PROPOSER 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**

## TECHNICAL PROPOSAL & EVALUATION GUIDE — SECTION C

<b>PROPOSER NAME:</b>		
<b>SECTION C — TECHNICAL APPROACH</b>		
The Proposer must address all Technical Approach section items and provide, in sequence, the information and documentation as required (referenced with the associated item references).		
Proposal Page # (to be completed by Proposer)	Technical Approach Items	Owner Use ONLY
	<p><b>C.1    Schedule:</b> Describe how your team will provide the services identified in the CM/GC Master Agreement as it pertains to schedule. Describe how you will <u>synchronize</u>, <u>track</u>, and <u>communicate</u> with team members all critical tasks in both pre-construction (design) and construction schedules. How will the project schedule be sufficiently detailed to allow for a realistic projection of design activity sequences and durations as well as integrate simultaneous construction critical path items.</p> <p><b>Evaluation Criteria:</b></p> <ul style="list-style-type: none"> <li>• Method and effective use of the Critical Path Method (CPM) schedule during the design phase and followed through in the construction phase.</li> <li>• Method to timely communicate status of critical tasks to all team members to allow time to mitigate potential delays. (Example: How members are notified when discrepancies are identified.)</li> <li>• Method to integrate both the design and construction schedules to track early release packages as well as design deadlines that would impact the schedule during both design and construction phases.</li> </ul>	<b>0-10 points</b>

	<p><b>C.2 Pre-Construction Phase Services – Constructability Review / Value Analysis:</b> Describe how your team will fulfill the pre-construction services identified in the CM/GC Master Agreement as it pertains to constructability review / value analysis. Provide examples where these methods have been used successfully in previous projects. Include how and when these reviews will occur and the level of detail that will be used to obtain an accurate estimation of the effects.</p> <p><b>Evaluation Criteria:</b></p> <ul style="list-style-type: none"> <li>• Method of conducting constructability reviews, value analysis and providing recommendation.</li> <li>• Method of identifying early procurement packages early in the design phase and how those packages will be sequenced with the design team’s work during pre-construction services.</li> <li>• If applicable, describe how you would identify economies of scale that will benefit the budget and schedule for multiple projects.</li> </ul>	<p><b>0-10 points</b></p>
	<p><b>C.3 Construction Management Methods</b> Describe your plan to implement and manage the project considering the multiple components of the work to include site development, new building construction, demolition, and owner migration to develop and maintain budget and schedule. Where multiple project sites apply, describe how you plan to manage simultaneous project site locations efficiently and effectively.</p> <p><b>Evaluation Criteria:</b></p> <ul style="list-style-type: none"> <li>• If applicable, method to efficiently manage and staff simultaneous project site locations and take advantage of economies of scale.</li> <li>• Method of sequencing the work into multiple phases to accommodate owner operations and efficiency of subcontractors.</li> <li>• Method of mitigating and creating solutions for unforeseen conditions such as unsuitable site conditions, labor or material delays and subcontractor capacity.</li> </ul>	<p><b>0-12 points</b></p>

	<p><b>C.4 Construction Cost Model / Estimates: Describe how your team will fulfill the services identified in the CM/GC Master Agreement as it pertains to Project Construction Cost Model/Estimate and provide examples where they have been used successfully in previous projects.</b></p> <p><b>Evaluation Criteria:</b></p> <ul style="list-style-type: none"> <li>• Method used to maintain a construction cost estimate along all phases of the design and construction including how it will be updated as design progresses.</li> <li>• Method for recommending possible alternates which can be used to mitigate budget deficiencies and guidance to the design team on delineation of alternates within the contract documents.</li> <li>• Method for ensuring competitive trade pricing and evaluation of best value.</li> </ul>	<p><b>0-10 points</b></p>
	<p><b>C.5 Other Value: Additional information not provided in response to other sections of the RFP. Describe ANY additional value your firm will add to the project to include BUT NOT LIMITED TO areas within budget, schedule, value engineering, unique similar project equivalent or management efficiency.</b></p> <p><b>Evaluation Criteria:</b></p> <ul style="list-style-type: none"> <li>• Evaluator assesses impact of additional information provided and applies to most appropriate section. May apply to multiple sections.</li> </ul>	
<p>(Maximum Section C Score = 42 points)</p>		
<p>SCORE (for all Section C items above)</p>		

**TECHNICAL PROPOSAL & EVALUATION GUIDE — SECTION D**

**PROPOSER NAME:**

**SECTION D — TECHNICAL APPROACH**

The Proposer must address all Technical Approach section items and provide, in sequence, the information and documentation as required (referenced with the associated item references).

<b>Proposal Page # (to be completed by Proposer)</b>	<b>Technical Approach Items Information Only</b>	<b>Owner Use ONLY</b>
	<p><b>D.1 Provide the following:</b></p> <ul style="list-style-type: none"> <li>• <b>A description of the Proposer’s existing programs and procedures designed to encourage and foster commerce with business enterprises owned by minorities, women, persons with disability and small business enterprises.</b></li> <li>• <b>A listing of the Proposer’s current contracts with business enterprises owned by minorities, women, persons with disability and small businesses enterprises.</b></li> <li>• <b>An estimate of the level of participation by business enterprises owned by minorities, women, persons with disability, and small business enterprises in a contract awarded to the Proposer pursuant to this RFP.</b></li> <li>• <b>The percent of the Proposer’s current employees listed by gender, noting ethnicity and disability.</b></li> </ul>	

**PROPOSAL SCORE SUMMARY MATRIX**

Evaluator	Q & E 28 Points							Technical 42 Points					Total Q&E+T	Normalized Q&E+T	Cost	Total		
	1	2	3	4	5	6	7	1	2	3	4	5					6	7
Proposer A																		
Proposer B																		
Proposer C																		
Proposer D																		
Proposer E																		
Proposer F																		

The Median of the scores of all evaluator for the Q&E+T will be totaled and then the scores will be normalized to give the highest score a value of 70 points. The formula is:

$$\frac{\text{Proposers Median Score Total Q\&E+T}}{\text{Highest Median Score Total Q\&E+T}} \times 70 \text{ Points}$$

The Cost score from the Cost Proposal will be entered in this matrix and the Normalized score for Q&E+T will be added to the Cost score to determine the Total Score. The highest score will be determined to be the apparent best-evaluated proposer.

**Middle Tennessee State University/Tennessee Board of Regents**  
**Construction Manager / General Contractor (CM/GC)**

**SBC # 166 / 009-01-2025CM**  
**Renovations to Floyd Stadium**

Architectural: Gilber/McLaughlin/Casella, PLC  
Mechanical: Enfinity Engineering, LLC.  
Plumbing: Enfinity Engineering, LLC.  
Electrical: Enfinity Engineering, LLC.  
Structural: Ross Bryan Associates, Inc.  
Civil: Barge Cauthen & Associates, Inc.

**Project History:**

Johhny "Red" Floyd Stadium, constructed in 1934 is home to MTSU Football and a variety of community events. Floyd Stadium underwent a renovation in 1969 and an expansion in 1998 to expand the seating capacity to 30,788. The proposed Renovation to Floyd Stadium project provides partial renovations to Floyd Stadium to replace a portion of the west grandstand bleachers that are nearing the end of their useful life. Project scope includes demolition of the pre-cast concrete bleachers at the west grandstand and related structural supports. These sections will be replaced with new structural steel support structure and aluminum bleachers to match the remainder of the seating at Floyd Stadium.

**Project Description:**

The Renovation to Floyd Stadium project provides partial renovations to Floyd Stadium to replace a portion of the west grandstand bleachers that are nearing the end of their useful life. Project scope includes demolition of the pre-cast concrete bleachers at the west grandstand and related structural supports. These sections will be replaced with new steel support structure and aluminum bleachers to match the remainder of the seating at Floyd Stadium. Installation of new code-compliant bleacher systems shall be designed to improve safety, accessibility, comfort, and spectator experience. New lighting and pathways under the west grandstand is also included. All work will be coordinated to minimize disruption to stadium operations and align with scheduled athletic events and University programming. Since this project contains TSSBA funds, projects will be administered by the Tennessee Board of Regents, with day-to-day management carried out by MTSU.

**Hazardous Materials Abatement**

Hazardous materials abatement is to be included in demolition for this project. Hazardous Material Report will be provided by the owner.

**Pre-Proposal Conference Instructions:**

The pre-proposal conference will be held in accordance with RFP Section 2, Schedule of Events. Information regarding the pre-proposal conference is detailed in the RFP Schedule of Events.

**Work Location Space:**

The service pursuant to this RFP is to be performed, completed, managed, and delivered as detailed in the RFP attachment 6.1, ProForma Master Contract. Work/Meeting space is not available for the CM/GC in college facilities.

**Schedule:**

The CM/GC pre-construction services will start with review and consulting of the Schematic Design Package and with Design Development Design Phase (DDP) and Construction Documents Phase (CDP) estimate pricing.

The tentative schedule dates for design phases, and a potential schedule of release packages are:

<b>Phase</b>	<b>Start</b>	<b>Completion</b>
Program Verification Phase	December 10, 2025	January 21, 2026
Schematic Design Phase	January 30, 2026	March 30, 2026
Design Development Phase	April 3, 2026	June 10, 2026
Construction Documents Phase	June 24, 2026	September 16, 2026
Bidding Phase and Contracts	September 21, 2026	October 28, 2026
Total Construction Time	November 15, 2026	August 15, 2027
Close out (2 months)	August 15, 2027	October 15, 2027

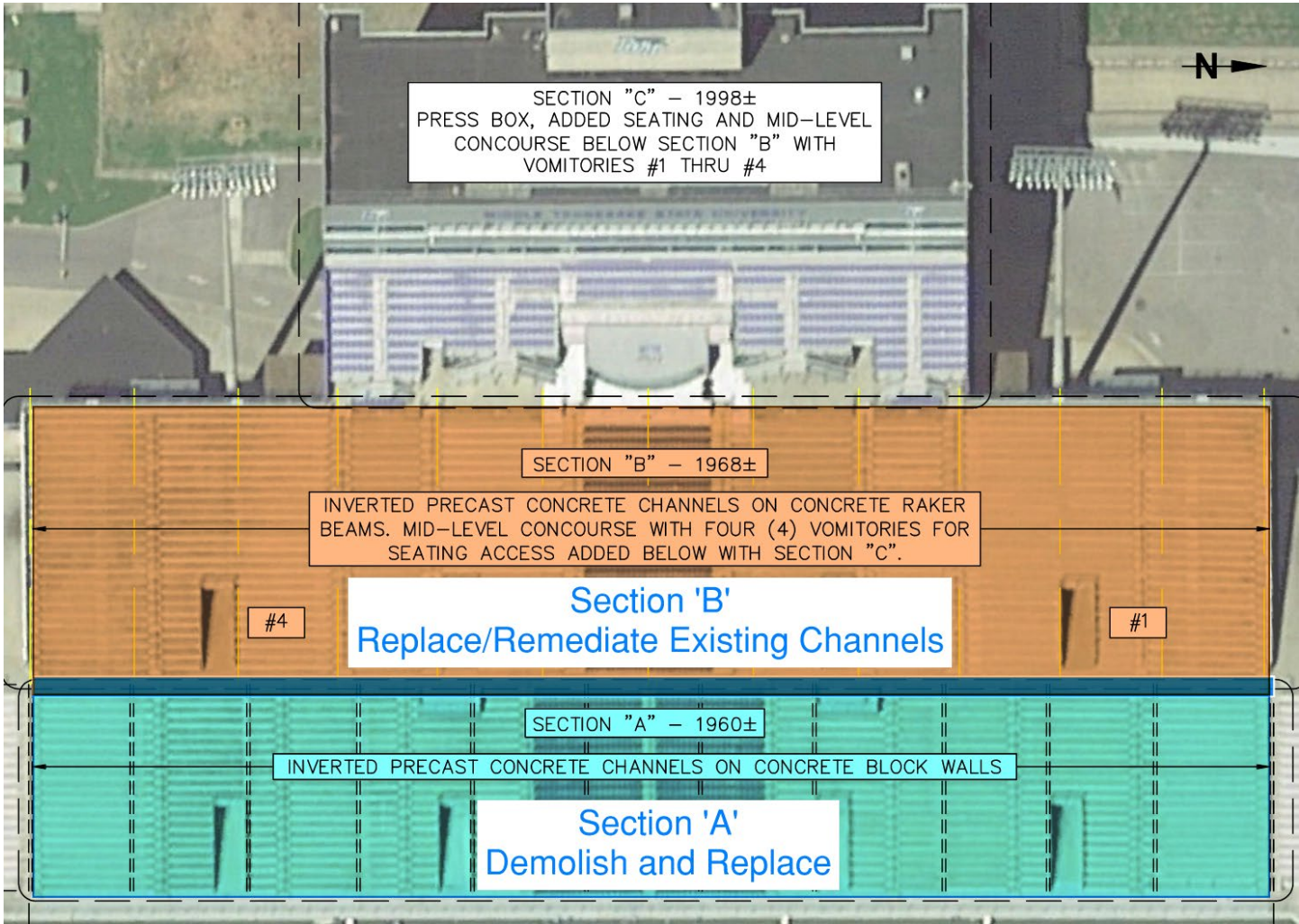
**Expectations and Objectives:**

<b>Project Budget</b>	
Bid Target	\$ 11,000,000.00
Owner Contingency	\$ 2,000,000.00
MACC	\$ 13,000,000.00

The MACC is the Maximum Allowable Construction Cost approved by the State Building Commission.

**Documentation:**

The attached diagrams indicate the project site and a concept for the project.





**Site Vicinity Map**

**Legend:**

- 1. Floyd Stadium
- 2. Section of bleachers to be replaced
- 3. Murphy Center
- 4. Faulkinberry Drive