

Request for Qualifications For Fire Station Design



***City of Sevierville
120 Gary Wade Boulevard
P. O. Box 5500
Sevierville, TN 37864-5500
(865) 453-5504
Fax: (865) 453-5518***

For General Information/Review Process:

Bob Moncrief-Project Manager

865-868-1552

bmoncrief@seviervilletn.org

For Specific Information on Project:

Matt Henderson Fire Chief

865-868-1712

mhenderson@seviervilletn.org

March 2019

INFORMATION FOR PROPOSING COMPANIES

RECEIPT AND OPENING OF PROPOSALS

The City of Sevierville, Tennessee (herein called the “Owner”) invites proposals from qualified firms (herein called “Design firms”) for **Sevierville Downtown Fire Station Design Project**. The following pages summarize the scope of work and requirements for the proposal. The Owner will **RECEIVE QUALIFICATIONS UNTIL 3:00 p.m., MARCH 27, 2019** at Sevierville City Hall, 120 Gary Wade Boulevard, Sevierville, Tennessee, 37862 (Mailing address: P. O. Box 5500, Sevierville, Tennessee, 37864). The envelopes containing the proposals must be sealed, addressed to Tracy Baker, Assistant City Administrator, and must bear the following information:

Name of Proposing Firm
Design Firm’s Address
Date and Time of Proposal Opening
Proposal Enclosed: **Fire Station Project**

ENCLOSE THE ORIGINAL AND FIVE (5) COPIES

The Owner may consider informal any proposal not prepared and submitted in accordance with the provisions hereof, and may waive any informality or reject any and all proposals. Any proposal received after the time and date specified may not be considered.

INTRODUCTION

The City of Sevierville, Tennessee, hereinafter referred to as “Owner” seeks to retain the services of a professional architectural firm, hereinafter referred to as “Design Firm” to provide services related to the Fire Station sub-station design.

Responsibilities of the Design Firm include, but are not limited to:

- Needs assessment analysis:
 - a. Determine square foot requirements for a substation.
- Architectural concept and floor plan drawings
- Site analysis and recommendation
- Opinion of probable cost

PROJECT OVERVIEW

Project Description:

The City of Sevierville plans to replace the City’s Fire Station located at 122 Prince Street, Sevierville, TN and construct a sub-station. The City will also hire a Construction manager at Risk (CMAR) to work with the Owner and Architect during the design phase. The CMAR will advise Owner and Architect of potential cost savings (value engineering) as design takes place. This team will operate similar to a Design Build team.

Project Schedule:

Although the Owner will want input from the selected design firm and CMAR to adjust this schedule accordingly based on their experience, it is anticipated that this project will take approximately 12 months to complete after issuance of notice to proceed. It is expected that some tasks will happen concurrently and/or overlap.

QUALIFICATIONS OF PROPOSING COMPANY

The Owner intends to select a Design Firm that has the experience and resources to perform this project. The design effort should include a team of seasoned professionals with demonstrated experience in the type of work described herein.

The intent is to employ a Design Firm to accomplish these functions in an effective and cooperative effort with the Owner and the Owner’s Construction Manager at Risk.

Proposing Design Firms must provide a brief profile of the company, including a brief history of the company, corporate structure, ownership interest, and the length of company’s existence. All personnel proposed to be employed on this project should be listed with complete biographical information.

A detailed description of the Design Firm’s experience and qualifications for this type of project shall be provided. Related projects and similarities as well as details about how the organization worked to make the projects successful should be described.

The Owner may make such investigations as he/she deems necessary to determine the ability of the Design Firm to supply the necessary services, and the Design Firm shall furnish to the Owner all such information and data for the purpose as the Owner may request.

The Owner reserves the right to reject any proposal if the evidence submitted by, or investigation of, such Design Firm’s fail to satisfy the Owner that such Design Firm is properly qualified to carry out the obligation of the contract by supplying the service contemplated therein. Conditional proposals may be accepted.

REFERENCES

Proposals shall include company/agency names, contacts, phone numbers and detailed description of similar projects for at least five (5) references:

1. Project name and location
2. Year completed
3. Short description of project
4. Cost of construction of project
5. Name, addresses, and phone numbers of owner and contact person tasked with daily responsibilities of project
6. Names, addresses and telephone numbers of general contractor and engineer
7. Design and construction cost and whether or not it was completed on time
8. List of all projects currently under contract

The Owner will contact all listed references as well as any other client listed in the proposal.

- Project Contractor

- Fire Chief

MANAGEMENT AND ORGANIZATIONAL APPROACH

1. Describe your firm's understanding of the project
2. Describe how the firm will organize to perform the services
3. Description of Design Firm's approach to code analysis and jurisdictional approvals

CONTRACT TERMS

No proposal will be finally accepted, and no agreement will be binding on Owner, until Owner and the Design Firm have signed a written contract containing all terms of the agreement between Owner and the Design Firm. The selected Design Firm will be responsible for providing a contract for services to the Owner. The contract will be based on the proposal that is most beneficial to Owner and best suits the needs of Owner.

OBLIGATION OF PROPOSING COMPANY

At the time of the opening of proposals, each Design Firm will be presumed to have read and to be thoroughly familiar with the proposal requirements. The failure or omission of any Design Firm to examine all the forms, instruments, and documents shall in no way relieve the Design Firm from any obligation in respect to a proposal.

Each Design Firm must fill out and return the attached Title VI Information sheet, Vendor Information sheet, and W-9 form as a part of the proposal package.

If awarded this contract agreement the Design Firm must comply with the following:

- 1) All Design Firms shall be licensed as required by the State of Tennessee and all local codes and ordinances applicable to their work.
- 2) All Design Firms are required to include in the proposal an affidavit attesting that effective no later than proposal date, Design Firms operate a drug-free workplace program that complies with the requirements of Tennessee Code Annotated Section 50-9-101 through 50-9-144 OR a program at least as stringent as the program operated by the City of Sevierville.

The City of Sevierville operates a drug-free workplace program that complies with the above-referenced law. The City of Sevierville performs drug or alcohol tests at the following times: a. Job Application b. Reasonable Suspicion c. Post-Accident d. Routine Fitness for Duty e. Follow-up f. Random. All testing and specimen-handling procedures conform to the standards of the U.S. Department of Transportation guidelines. A Medical Review Officer (MRO) provides medical oversight to assure appropriate processing and accurate interpretation of the results. Failure to submit to substance abuse testing or testing positive for prohibited drugs and/or alcohol may result in discipline up to and including termination.

For further information on the drug-free workplace program operated by the City, please contact Jamie Tyler, City Risk Manager, at (865) 453-5504.

EVALUATION

This will be a qualifications-based selection process. The Owner, utilizing an Evaluation Committee, will evaluate the qualifications for those submitting responses and may (1) select one firm with which to attempt negotiations for the contract or (2) develop a "short list" of firms for further evaluation. Each Design Firm from which a response was received will be informed of their success or failure after the initial evaluation. The factors that will be considered in evaluation of proposals are:

- a. Past experience in fire station design and build
- b. Qualifications and availability of staff and team members
- c. Demonstrated ability to meet schedules and work efficiently without compromising sound engineering practice.
- d. Other factors, including interviews and demonstrations.

Evaluation proceedings will be conducted within the established guidelines regarding equal employment opportunity and nondiscriminatory action based upon the grounds of race, color, sex, creed or national origin. Interested certified Disadvantaged Business Enterprise (DBE) firms as well as other minority-owned and women-owned firms are encouraged to respond to all advertisements by the City of Sevierville, Tennessee.

INSURANCE COVERAGE REQUIREMENTS

These coverage requirements apply to the Design Firm and any subcontractors who may perform services under the contract.

Commercial General Liability Insurance - \$1,000,000 limit per occurrence for property damage and bodily injury. Coverage should be occurrence form.

Business Automobile Liability Insurance - \$1,000,000 limit per accident for property damage and personal injury.

Workers' Compensation and Employers' Liability Insurance - Workers' Compensation statutory limits as required by Tennessee law. This policy should include Employers' Liability coverage for \$1,000,000 per accident.

Professional Liability Insurance - \$1,000,000.

CONDITIONS FOR ALL COVERAGES

Owner: The City of Sevierville, its Board of Mayor and Aldermen, and all officers, employees, agents, representatives, boards, commissions, committees and volunteers will be covered as Additional Insured respecting: liability arising out of activities performed by or on behalf of the Design Firm; products and completed operations of the Design Firms; premises owned, leased or used by the Design Firms or premises on which Design Firm is performing services on behalf of City. The coverage will contain no special limitations on the scope of protection afforded to the Owner.

Notice of Cancellation or Non-renewal: Each insurance policy required by this clause will be endorsed to state that coverage will not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the City's Risk Manager.

Acceptability of Insurers: Insurance will be placed with financially sound Tennessee admitted insurers (Best's rating of A or better) or other insurers approved by the City's Risk Manager: Jamie Tyler, phone 453-5504

Certificates of Insurance: Design Firms will furnish the City with certificates of insurance with original endorsements affecting coverage required by this clause. The certificates and endorsements for each policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the City's Risk Manager before work commences. The certificates of insurance should be directed to Jamie Tyler, the City's Risk Manager and must also be accompanied by a copy of the Notice of Bid Award Letter.

Defense, Indemnification and Hold Harmless Agreement: Design Firms hereby agree to indemnify, defend and hold harmless the City from any and all loss, damage, cost, expense, liability, claims, demands, suits, fines, penalties, attorney's fees and judgments, whether civil or criminal, arising directly or indirectly from or in any manner related to the work, project, event or other purposes, including but not limited to the service of beer, wine and liquor, in connection with the Design Firms' performance or failure to perform under the terms of the contract, regardless of the active or passive nature of any negligence by the City. Design Firms will not be responsible if liability arises from the sole negligence of the City. Design Firms will pay the City for any costs incurred in enforcing Design Firms' obligations to indemnify.

EXPENSES INCURRED:

This invitation does not commit the Owner to award a contract agreement. Nor shall the Owner be responsible for any cost or expense incurred by any Design Firm in preparing and submitting a proposal, nor for any cost or expense incurred by any Design Firm prior to the execution of a contract agreement. The Owner reserves the right to require any or all Design Firms to appear for interviews and/or oral presentations at no cost to the Owner.

POST PROPOSAL CONFERENCE

Due to the importance of this project to the Owner, post-proposal interviews may be utilized as the final step in selecting the Design Firms. To be responsive, the proposal team must make themselves available for an interview at the time offered.

NOTICE OF ACCEPTANCE AND EXECUTION OF CONTRACT

Upon the acceptance of the proposal, a letter, electronic mail, and/or facsimile will notify the successful Design Firms. The successful Design Firms will be responsible for preparing a standard contract for services and forwarding it to the Owner for review.

NOTICE TO PROCEED

Upon execution of the Contract, the successful Design Firm will be notified by letter and/or electronic mail to proceed with the work.

DESIGN FIRM'S AGREEMENT

By the submission of their proposal, each Design Firm shall be deemed to have agreed that this request and the contract documents referred to in the Contract Form are by this reference made a part of their proposal; that they will not withdraw their proposal during the period of time from the proposal opening until sixty (60) days thereafter.

SCOPE OF SERVICES

The contract to be awarded will include the following scope:

The design deliverables must include:

- (a) Needs assessment analysis:
 - a. Determine square foot requirements of offices, training areas, living areas, equipment areas, storage areas, etc. for a substation.
- (b) Provide architectural concept drawings and floor plan drawings by area.
- (c) Opinion of probable cost.

The selected firm shall also be prepared to make a presentation to a meeting of The Sevierville Board of Mayor and Alderman of their findings and recommendations as well as provide a written report both as hard copy and electronic documents.

Proposing design firms should submit documentation from other contracts that show similar types of analysis and concepts provided to clients.

ESTIMATION OF COSTS

No billing information is required with the initial submittal. Design Firms will be evaluated based on submitted information, interviews, and other information gathered during the process. Contract negotiations with the selected Design Firm will include establishment of billing rates and "not to exceed" ceilings. If those negotiations fail to result in a contract that is acceptable to the Consultant Evaluation Committee, that Design Firm will be dismissed. The next qualified Design Firm will be called in for negotiations, and this process continued until an acceptable contract is negotiated.

DURATION OF CONTRACT

The time required for completion of this work will be included in the final contract negotiations.

AFFIDAVIT REGARDING DRUG-FREE WORKPLACE PROGRAM

STATE OF _____

COUNTY OF _____

The undersigned, having been duly sworn, deposes and says as follows:

1. I am over 18 years of age, and I have personal knowledge of the matters stated herein.
2. I am the _____ of _____ hereinafter referred
(Position) (Name of Company)
to as "the Design Firm".
3. As of the date of the submittal of its Proposal, the Design Firm has a drug-free workplace program that complies with the requirements of Tennessee Code Annotated Section 50-9-101, seq. OR a program at least as stringent as the program operated by the City of Sevierville.

Authorized Signature

Name (Printed)

Title

Date

Sworn to and subscribed before me, this _____ day of _____ 2019,

Notary Public Signature

My commission expires: _____

TITLE VI INFORMATION

The City of Sevierville complies with all applicable federal and state civil rights laws, including but not limited to Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000e.), and the City does not discriminate based on race, color, gender, religion, age or national origin. By virtue of submitting a response to this solicitation, bidders agree to comply with the same non-discrimination policy.

Bid Item/Project Name: _____

Bid Date: _____

*For Title VI compliance, we ask for voluntary disclosure of the following information for the majority owner of the business:

Gender: Male Female
Race: Caucasian African American
 Other (please specify)

Company Name: _____



**P.O. Box 5500
Sevierville, TN 37864-5500
865-453-5504*Fax 865-453-5518**

VENDOR INFORMATION FORM

Name: _____

Federal Tax ID Number: _____

Business License Number: _____

County and State of License: _____

Mailing Address: _____

Shipping Address: _____

Phone Number: _____

Fax Number: _____

Contact Person: _____

Email Address: _____

Corporation, Sole Proprietor, or Partnership: _____

(If the business is a sole proprietor the owners name): _____

NEW VENDORS WILL BE ADDED AFTER RECEIPT OF THIS COMPLETED FORM AND VERIFICATION OF A CURRENT BUSINESS LICENSE. VENDORS WITHOUT A CURRENT BUSINESS LICENSE WILL NOT BE ACCEPTED. IT IS THE RESPONSIBILITY OF THE FINANCE DEPARTMENT TO ENTER AND UPDATE ALL VENDOR INFORMATION. THANK YOU.

Revised 1/22/2015

Request for Taxpayer Identification Number and Certification

**Give form to the
requester. Do not
send to the IRS.**

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
: : : : : : : : :
or
Employer identification number
: : : : : : : : :

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here

Signature of
U.S. person ▶

Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,