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**Williamson County Schools**  
**RFP # 1334**  
**Construction of WCS Innovations Hub**

Williamson County Schools (“WCS”) is requesting proposals from qualified Construction Manager at Risk (“CM&R”) firms to work with the owner’s representative Oversight, LLC (“Oversight”) and the architectural firm Kline Swiney Associates (“Architect”) to construct an approximately 20,000 square-foot new WCS Innovations Hub (“Project”). The new WCS Innovations Hub will be constructed on property owned by Williamson County Schools and located at 106 Claude Yates Dr., Franklin, TN 37064. The purpose of requesting proposals from qualified CM&Rs is to provide a fair and objective evaluation of proposals, to collect information to evaluate competitive proposals by WCS, and to ultimately select a professional qualified CM&R. Services that have been omitted from this RFP which are clearly necessary for the completion of all work, shall be considered a requirement although not directly specified or called for in the proposal.

**Submittal Process Information:**

All RFP documents, including the selection requirements and the selection schedule, will be available at the offices of **Oversight, LLC located at 103 Forrest Crossing Blvd, Suite 204, Franklin, TN 37064 on 12/4 /2023**. For questions regarding this Project, please contact Will Cross, at [willc@oversiteconsult.com](mailto:willc@oversiteconsult.com). No others are to be contacted regarding this project.

**Electronic Submittal Proposals, including a fee proposal, project approach, references, and statements of qualifications must be received by 10:30 a.m. on 1/12/2024 by emailing [willc@oversiteconsult.com](mailto:willc@oversiteconsult.com)**. Additional information will be required as stated on the Project Schedule. Criminal Background affidavits, drug free affidavits, certificate of Iran divestment act and the non-boycott of Israel shall also be required. **NOTE: Submittals must be received by the specified time**. Any proposal received after the specified time shall be rejected.

WCS will enter into a single agreement with the successful CM&R.

WCS reserves the right to reject any or all proposals, or to waive any formality or technicality in any proposal in the interest of WCS.

## **Description of Work:**

This Project includes, but is not limited to, construction of the new WCS Innovations Hub for WCS as described in Exhibit B.

**Project must be completed, including the punch list, and the facility ready for occupancy no later 4/30/2026.** The CM&R must meet this schedule.

## **Procurement Process:**

### **1. Request for Proposal Documents**

The Request for Proposal (“RFP”) documents consist of all of the documents included in this RFP including **Exhibit “A”** and **Exhibit “B”**.

### **2. Contact Information**

Except as authorized by WCS or Oversight representatives, communications during the selection process shall be in writing directed to **Will Cross**, [willc@oversiteconsult.com](mailto:willc@oversiteconsult.com).

It is a violation of State Law and the Williamson County Code of Ethics for any person or entity to offer gifts or gratuities to owners, users, or selection committee members in an effort to influence the selection process or in a manner that gives the appearance of influencing the selection process. This prohibition applies after the RFP is issued as the Project is developed and extends through final completion of the Project. At a minimum, failure to comply with this requirement shall result in a disqualification in the selection process.

### **3. Requests for Information**

All requests for information regarding this Project shall be in writing and submitted to [Oversiteonline.com](http://Oversiteonline.com).

### **4. Project Schedule**

The successful CM&R must review and familiarize itself with the Project schedule as it pertains to the performance of the work. Liquidated damages will be assessed upon failure to complete the Project on or before the final completion date specified in the construction documents. The Project shall be completed by **4/30/2026**.

### **5. Insurance**

The successful CM&R shall provide insurance that meets or exceeds the insurance requirements described in **Exhibit A**. Successful CM&R must provide Criminal Background Affidavits, Drug Free Affidavits, Certificate of Iran Divestment Act and the non-boycott of Israel Affidavit.

## 6. **RFP Submittal Due Dates and Times**

All complete proposals must be uploaded to Oversiteonline.com prior to 10:30 am on Jan. 12, 2024, at which time the proposals will be opened. RFPs received after the specified time will not be accepted. All proposals must be valid for a minimum of sixty (60) days.

## 7. **Addendum**

All responses to questions and requests for clarification will be in writing and issued as addenda to Oversiteonline.com. Any addenda issued prior to the submittal deadline shall become part of the RFP and any additional information required shall be addressed and included in your proposal.

## 8. **Minimum Qualifications**

WCS is looking for a firm that has completed similar projects of similar size and scope of the Project. Your firm must meet the following requirements:

- A. Completion of three (3) or more projects of similar size and scope in the past five (5) years and the location of the referenced projects and the name and address of the owner of the projects.
- B. The name and experience of the Project Manager/Superintendent that will oversee the work including a description of the projects of similar size and scope the Project Manager/Superintendent managed in the past five (5) years.
- C. References from 3 clients or architects on projects similar to size and scope of the Project.
- D. **Proven and documented ability to adhere to project budgets and schedules; Emphasis Applied.**
- E. Ability to meet all bonding and insurance coverage requirements.
- F. A valid contractor's license, state and local, is required to perform all the work associated with the construction of the Project.
- G. Identification and detailed explanation of any incidents that resulted in your firm's debarment, suspension, or declaration of ineligibility under any construction contract with any Federal Department, State Department, or local government occurring in the last three (3) years if any.
- H. Identification and detailed explanation of any transactions suspended or terminated for cause or default of contract occurring in the last three (3) years.

- I. Identification and detailed explanation of any criminal or civil charge against your firm or its executive officers, including any individual that may superintend or oversee the construction of the Project on behalf of your firm.

## 9. References

Prospective CM&Rs shall submit reference information on completed projects that meet the minimum qualifications provided herein. Referenced Projects must be of a similar size, scope, and type.

For each reference, the CM&R shall provide the following information:

- A. **Project Name:** Name of the project.
- B. **Contact Name:** Person who will be able to answer any customer satisfaction questions.
- C. **Phone Number:** Phone number of the contact we will be surveying.
- D. **Username:** Name of the owner or company/institution that purchased the construction work.
- E. **Date Completed:** Date of substantial completion and final completion and whether your firm completed the work within the specified dates.
- F. **Address:** Street, City, and state where work was performed.
- G. **Size:** Size of the project in square feet and dollar amount.
- H. **Duration:** Duration of the project/construction in months.
- I. **Type:** Type of project.

## 10. CM&R Work Phases

The CM&R work for the Project consists of two (2) phases: Pre-construction and Construction.

- A. **Pre-construction Phase:** This phase of the work includes, but is not limited to, cost control, schedule development, and drawing and constructability reviews. The CM&R shall furthermore assist WCS and "Architect" in maintaining the cost of construction within the agreed upon budget and the duration of the construction within the Project's schedule.
- B. **Construction Phase:** This phase of the work consists of the CM&R furnishing and installing all work as required in the Contract Documents. Please note that the work of the Construction Phase may not be bid in several packages, such as excavation, footings and foundations, structural steel, etc. without prior approval of WCS.

## 11. GMP

- A. **Guaranteed Maximum Price (“GMP”):** The Guaranteed Maximum Price is the final price that the CM&R agrees to accept for full performance of the Construction Manager at Risk Agreement (“CM&R Agreement”) and is based on the final contract drawings and specifications. The GMP shall include all fees, taxes and percentages required by this RFP, as well as the costs for general conditions and all work as required in the Contract Documents. Please note that should the work be completed in project phases and bid packages, the successful CM&R will be required to submit a GMP for each of these phases and packages of the work. The sum or total of all the GMP’s for all phases of the work shall be incorporated into the final agreed GMP. In addition to the Pre-construction Fee, the final GMP shall become part of the CM&R Agreement by contract modification. It is expected that the GMP will be determined prior to or at the completion of the Contract Documents and receipt of subcontractors bid. In no event shall the work begin prior to establishing the GMP. The CM&R will be required to obtain a minimum of three (3) subcontractor and material bids for each subcontract concerning the Project that is projected to exceed a total of Ten Thousand and 00/100 Dollars (\$10,000.00).
- B. **Allowances & Contingency Funds:** Allowances and contingency funds must be identified during the design and/or construction process by WCS after consulting with Oversight, the Architect, and CM&R. All funds shall be approved by WCS and Architect and included in a signed change order. At the completion of the construction phase any unused allowances or contingency funds previously identified in the construction documents or by a properly executed change order shall be retained by WCS.

## 12. Fee Proposal, Fees, and Markups

Before submitting a proposal, each prospective CM&R shall carefully examine the RFP; shall visit the site of the work; shall fully inform themselves as to all existing conditions and limitations; and shall include in the proposal the cost of all items required by the RFP. If the CM&R observes that portions of the Contract Documents are at variance with applicable law, building codes, rules, regulations or contain obvious erroneous or uncoordinated information, the CM&R shall promptly notify the specified Oversight contact and the necessary changes shall be addressed by addendum.

All prospective CM&Rs shall furnish the following fees and markups as part of the Lump Sum Proposal:

- A. **Pre-construction Fee:** This lump sum fee consists of all costs for the CM&R to provide the required services of the Pre-construction Phase. No other costs will be allowed or considered in addition to this fee.

- B. **Construction Management Fee:** This lump sum fee shall consist of and include overhead, profit, and home office personnel who will be managing the Project during bidding, construction, and closeout, including the warranty period. This fee does not include general conditions.
- C. **Cost of Insurance Premiums:** Shall be included in the General Conditions/General Requirements.
- D. **Cost of Bonds:** This is the cost of payment and performance bonds based on the GMP.
- E. **General Conditions/General Requirements:** Provide a detailed breakdown of all General Conditions/General Requirements including cost of insurance. All services and personnel not specifically identified by breakdown will be considered to be part of the Construction Management Fee. General Conditions/General Requirements will be a lump sum in the CM&R Agreement.
- F. **Contractor Change Order Markup:** This is the fixed percentage markup that the CM&R may apply to a change order for expansion of the scope to the CM&R Agreement.
- G. **Self-Performed Work Markup:** This is a fixed percentage markup that will be applied to the cost for the CM&R's actual labor plus burden cost, material costs, and equipment costs for self-performed work.

13. **Project Approach**

As part of CM&R's submittal, the CM&R shall describe their approach to this Project addressing such issues as how to reduce change orders, how the site will be staged, and scheduling strategies.

14. **Proposals**

The CM&R shall provide Oversight with an electronic copy, in PDF format through Oversightonline.com, of its proposal. The proposal shall be limited to thirty (30) pages. The proposal shall fully address each requirement contained in this RFP and may include other relevant information that the CM&R wants WCS to consider in making its selection of the CM&R. In addition to the other requirements included herein, at a minimum, the proposal shall include the experience and qualifications of the CM&R and the project team key individuals as identified in the management plan.

The prospective CM&R shall include information on similar projects that have been completed by the CM&R and the project team individuals. When this RFP requests information concerning similar projects, include information to indicate the dates, size, firm worked for at the time, and what the responsibility of the individual was on the project. Include the experience and special qualifications of each team member that are applicable to this Project and/or are part of the project specific selection criteria.

15. **Time**

The CM&R will include in the management plan the schedule for completing the work, including any items required by Architect and the WCS.

It is anticipated that a contract form used by WCS on similar projects will be provided to the CM&Rs for signature and returned by the date specified in the Project Schedule. The actual notice to proceed will be based on the timing CM&R returns the signed contract and the required bonds, as well as the resolution of any issues that may arise in the procurement process. The actual completion date will be based on the proposed Project Schedule specified in the contract.

All plans, schedules, and the cost proposals are required to reflect the Project Schedule. Non-compliance with the Project Schedule will not result in automatic disqualification but will be considered by WCS in selecting the CM&R.

The ability to complete the Project within the Project Budget and Project Schedule is a material fact in selecting the CM&R. Prospective CM&R will need to demonstrate the method of delivery and the competency of the individuals who will manage its successful completion.

16. **Interviews**

Interviews may be conducted by WCS with selected prospective CM&Rs at the complete discretion of WCS.

The purpose of the interview will be to provide an opportunity to selected prospective CM&Rs to present its qualifications, past performance, Project approach, cost containment strategies, schedule and general plan for constructing the Project. It will also provide an opportunity for WCS to seek clarification of the CM&R's proposal.

The proposed primary project management personnel, including the project manager and superintendent, should be in attendance to answer any questions or provide clarification at the request of WCS representatives. The project manager must be the CM&R's representative who will be in daily control of the construction site. It is expected that the project manager will be in attendance at all interviews. In addition to the presence of the project manager and superintendent, the individual(s) with authority to negotiate terms of the contract shall be present at all interviews. Unless otherwise directed by WCS, the attendance of subcontractors is at the discretion of the CM&R.

If interviews are held, the method of presentation will be at the discretion of WCS, and the interviews will be held on the date and at the place specified by WCS.

**WCS is under no obligation to conduct interviews of all or any prospective Construction Manager at Risk companies that responded to this request for proposals prior to selecting a CM&R.**

17. **Award of Agreement**

The award of the CM&R Agreement shall be in accordance with the criteria set forth in the RFP. The CM&R Agreement shall be in a form approved by WCS.

18. **Agreement and Bond**

The CM&R Agreement may, at the discretion of WCS, be based on the AIA Client Stipulated Sum. The contract time will be as indicated in the proposal. The selected CM&R, simultaneously with the execution of the GMP, shall provide a performance bond and a payment bond. The performance and payment bonds shall be for an amount equal to one hundred percent (100%) of the contract sum. Any bonding requirements for subcontractors will be specified in the Supplementary General Conditions.

19. **Licensure**

The CM&R shall comply with and require all of its subcontractors to comply with the license laws as required by the State of Tennessee and the City of Franklin.

20. **Financial Responsibility of CM&R, Subcontractors and Sub-subcontractors**

Contractors shall respond promptly to any inquiry in writing by WCS to any concern of financial responsibility of the CM&R, subcontractor, or sub-subcontractor.

21. **Withdrawal of Proposals**

Proposals may be withdrawn by written request received from proposer until the notice of selection is issued.

22. **Time is of the Essence**

Time is of the essence in regard to all the requirements of the Contract Documents.

23. **Submitting Proposal**

Proposals shall be signed in the name of the CM&R by the president or a vice president or any other authorized individual and must be accompanied by evidence of authority to sign.

24. **Representations of CM&R**

Recognizing WCS is relying on the following representations, the CM&R makes the following representations:



- A. CM&R is fully qualified to act as the contractor for the provision of the work and has, and shall maintain, all licenses, permits, or other authorizations necessary to act as the contractor to complete the work.
- B. CM&R is financially capable of performing the work and fulfilling all of its obligations required to achieve final completion of the Project.
- C. CM&R's RFP response is based exclusively upon the CM&R's own estimates and investigations and other data which was necessary for full and complete information upon which the CM&R's Bid is based; and
- D. CM&R's officers who may have oversight of the Project has not, within a three (3) year period preceding this proposal, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

**25. Right to Reject Proposals**

WCS reserves the right to reject any or all proposals.

**Exhibit "A": Insurance Requirements**

Without limiting its liability under this Agreement, the Contractor will procure and maintain at his/her expense during the life of the Agreement any/all applicable insurance types and in the minimum amounts stated as follows:

- 1. General Liability – Must be on an Occurrence Form, Claims Made is Not Acceptable, and will include:
  - a) Per Occurrence limit of not less than \$ 1,000,000
  - b) General Aggregate will not be less than \$ 2,000,000
  - c) Medical Expense Limit will not be less than \$ 5,000 on any one person.
  - d) Completed Operations, including on-going operations in favor of the Additional Insured
  - e) Contractual Liability
  - f) Personal Injury
- 2. Business Auto Liability (including owned, non-owned, and hired vehicles)
  - a) Combined Single Limit \$ 1,000,000 or
  - b) Split Limit:
    - Bodily Injury: \$ 1,000,000 Each Person, \$ 1,000,000 Each Accident
    - Property Damage: \$ 1,000,000 Each Accident
- 3. Umbrella Excess Liability
  - a) \$ 1,000,000 over primary insurance
- 4. Workers Compensation
  - a) State: Statutory
  - b) Employer's Liability:
    - \$ 1,000,000 per Accident
    - \$ 1,000,000 Disease, Policy Limit
    - \$ 1,000,000 Disease Each Employee

The Commercial General Liability policy will name Williamson County Schools as an Additional Insured with respect to this Agreement only. Said insurance will be written by a company or companies licensed to do business in the State of Tennessee and satisfactory to Williamson County Schools Risk Management. Before commencing any Work hereunder, a Certificate of Insurance evidencing the maintenance of said insurance will be furnished to Williamson County Schools Risk Management. All insurance provided by Contractor and subcontractors in compliance with this Agreement shall be primary as to any other insurance or self-insurance programs afforded to or maintained by County.

Any subcontractor of the Contractor will be required to procure and maintain during the life of the subcontract, the identical insurance required of the Contractor and comply with all provisions of this Article.

**Exhibit "B":**

Please see [Oversiteonline.com](http://Oversiteonline.com) for supporting documents.