

Request For Qualifications for Architectural / Engineering Services for Hardin County Schools

Formal submittals must be received by 2:00 p.m.,
December 15, 2021

Submit Qualifications to: Michael Davis, Director of Schools, Hardin County, Tennessee, 155 Guinn Street, Savannah, TN 38372

1. PUBLIC NOTICE

REQUEST FOR QUALIFICATIONS

Sealed Request for Qualifications for the following will be received by the Hardin County Board of Education until 2:00 P.M., Central Time, **December 15, 2021**. The names of the responding firms will be publicly announced and recorded by the Hardin County Board of Education. All proposals will be considered for award or rejection at a later date.

PROJECTS: ARCHITECTURAL / ENGINEERING SERVICES FOR HARDIN COUNTY BOARD OF EDUCATION MULTIPURPOSE FACILITY AT HARDIN COUNTY HIGH SCHOOL, BUILDING ADDITION AT WEST HARDIN ELEMENTARY SCHOOL, HVAC AND CEILING/LIGHTING UPGRADES AT WEST HARDIN ELEMENTARY SCHOOL, HVAC AND CONTROLS UPGRADE AT PICKWICK SOUTHSIDE SCHOOL AND ROOF REPLACEMENT AT HARDIN COUNTY HIGH SCHOOL.

All questions regarding this request must be submitted via email to Michael Davis, Director of Schools at Michael.davis@hctnschools.com, no later than **December 10, 2021, 2:00pm**. All questions will be answered and shared with all respondents in email form. Funding for design services is being provided by the Elementary and Secondary School Emergency Relief (ESSER 3.0) grant with federal funds administered by the Tennessee Department of Education. By submission of a signed submittal, the submitter certifies total compliance with Title VI and Title VII of the Civil Rights Act of 1964, as amended, and all regulations promulgated thereunder. Qualified Disadvantaged Business Enterprises (DBEs) are encouraged to submit. All submittals shall be signed, sealed, and addressed to the Hardin County Board of Education, 155 Guinn Street, Savannah, Tennessee 38372 and marked "Request for ARCHITECTURAL/ ENGINEERING SERVICES FOR HARDIN COUNTY BOARD OF EDUCATION". Three (3) sets of proposals must be submitted. Hardin County Schools reserves the right to accept or reject any or all bids received, to waive any informalities in bidding and to re-advertise.

2. STATEMENT OF INTENT

The Hardin County Board of Education is requesting Statements of Qualifications from qualified Architectural / Engineering firms to provide professional design services as listed in

the Scope of Work. Interested firms are invited to submit qualifications proposals for consideration. Hardin County Schools will review all complete proposals received by the deadline. As required by law, Hardin County Schools will select the best qualified firm. The selection process will be based on a review of the firm's qualifications, project experience, client references, and in some cases, interviews. Fee negotiations will occur with the firm selected by the review committee as a final step in the selection process. An AIA Standard Form of Agreement Between Owner and Architect will be executed between Hardin County Schools and the selected firm. Any cost incurred in preparation of Request for Qualification Proposals, attendance to meetings and/or interview will solely be the responsibility of the interested firm. This procurement will follow the qualifications-based competitive proposal procedures of the Brooks Act. As such, no fee structure is to be included in the Request for Qualification. Fees will be negotiated with the firm selected. By submission of a response to the Request for Qualifications, the firm certifies total compliance with TITLE VI and TITLE VII of the Civil Rights Act of 1964, as amended, and all regulations promulgated thereunder. Any agreement resulting from this Request for Qualifications process shall be governed by all federal, state and local laws.

3. PROJECT FUNDING

The project listed in the Scope of Work will be funded with Elementary and Secondary School Emergency Relief Funds (ESSER 3.0) grant with federal funds administered by the Tennessee Department of Education. All projects utilizing ESSER 3.0 must have grant funds obligated by **June 30, 2024**. Contracts for professional design engineering services will be awarded to the firm that provides the most responsive/ responsible proposal. All Federal, State and Local regulations must be followed.

The project listed in the scope of work is federally funded, therefore all firms will be required to provide project documentation which comply with the following certifications and assurances: all federal regulations, Buy America, energy conservation, clean water, lobbying, access to third party contract records, changes to federal requirement, bonding, clean air, recycled projects, ADA access, no federal government obligation to third parties, false or fraudulent statements and claims, termination, debarment and suspension, civil rights, resolution of disputes, breaches and other litigation, disadvantaged business enterprises (DBEs), small business participation, veteran's employment and Davis Bacon wages.

4. GENERAL TERMS AND CONDITIONS

1. All proposals shall be submitted sealed, plainly marked "Request for ARCHITECTURAL/ ENGINEERING SERVICES FOR HARDIN COUNTY BOARD OF EDUCATION" to Hardin County Board of Education following address:

Hardin County Schools, 155 Guinn Street, Savannah, TN 38372

2. **Questions:** Prospective proposers will have an opportunity to submit questions regarding this Request for Qualifications (RFQ). Questions must be submitted via email to Michael Davis, Director of Schools at michael.davis@hctnschools.com no later than **Friday, December 10, 2021, by 2:00 pm Central Time**. Responses to the questions will be issued in email format to

all respondents. In no case will verbal communication override written communications or documentation.

3. **Acceptance of Proposal:** Request for proposals and amendments thereto, if received by the Hardin County Board of Education after the date and time specified for opening, will not be considered. It will be the responsibility of the Proposer to see that their proposal is received by the Hardin County Board of Education by the specified time and date. **There will be no exceptions!** Date of postmark will not be considered. Facsimile or electronic proposals will not be accepted. Changes shown on the outside of an envelope or package will not be acceptable.

4. **Award or Rejection:** Hardin County Schools reserves the right to award by project or total proposal; to reject any and/or all proposals in whole or in part, and to waive any informality if it is determined to be in the best interest of Hardin County Schools.

5. **Signature:** All proposals must be signed by an authorized, responsible officer or employee having the authority to enter into contracts. Obligations assumed by such signature must be fulfilled. The original proposal, which has been signed, shall be considered the official copy of the RFQ by Hardin County Schools.

6. **Conflict of Interest:** Proposer, by submitting the enclosed Compliance Affidavit with the submittal, is certifying that no gratuity of any kind and no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of Hardin County Schools as wages, compensations, or gifts in exchange for acting as officer, agent, employee, subcontractor, or consultant to Proposer in connection with any goods provided or work contemplated or performed relative to the agreement. A breach of ethical standards could result in civil or criminal sanction and/or debarment or suspension from being a supplier, contractor, or subcontractor under County contracts.

7. **Non-Collusion:** Vendors, by submitting the enclosed Compliance Affidavit, certify that the enclosed proposal is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Tennessee or United States Law. In addition, Hardin County Schools reserves the right to disqualify any submittal, before or after opening, upon evidence of collusion with the intent to defraud or any other such illegal practices conducted by any responding firm. Any remedies in the firm's response, including agreement, license agreement, terms, conditions, literature, etc. that may be considered an agreement to waive the legal rights of the citizens of Hardin County shall be considered cause for rejection. In the Hardin County Board of Education's sole judgment, failure to properly identify a conflict of interest may result in disqualification of a proposer or subsequent termination of the contract. During the performance of this contract, the contractor agrees to provide a drug free workplace.

8. **Indemnification:** The vendor shall guarantee and certify by submitting a response to this solicitation that if successful, they shall indemnify and defend the Hardin County Schools against any and all claims or legal actions arising as a result of their performance of the contract, whether or not such claims relate to damages or alleged damages sustained by physical injury to contractors personnel, subcontractors, School System employees or other persons, or against any lawsuits arising from alleged or actual patent infringements, and shall

hold the Hardin County Schools, its various departments, employees, and any and all persons or entities acting on its behalf harmless from the same.

9. Force Majeure: In the event that the performance of any obligation under this contract, by either party, is prevented due to acts of God, exchange controls, export or import controls, government restriction, wars, hostilities, blockades, civil disturbances, revolutions, strikes, terrorist attacks, lockouts, pandemics, epidemics, plague, outbreaks of infectious disease, including but not limited to COVID-19, any other public health crisis, including stay at home orders, group size restrictions, travel restrictions, or employee restrictions, issued by the Governor or a public health authority, or recommendation of the Center for Disease Control or the National Institutes of Health to limit the spread of COVID-19, or any other cause beyond the reasonable control of a party, such party will not be responsible to the other party for failure or delay in performance of its obligations under this Contract. Each party will promptly notify the other party of such Force Majeure condition and make good faith efforts to ensure goods or services are provided as per the contract. However, if Force Majeure conditions occur and both parties mutually agree, this contract may be cancelled. If cancelled, neither party will be considered in breach of contract. If funds have been paid for products or services that have not been received, the vendor will send the County a refund within thirty (30) days of the cancellation.

10. Iran Divestment: Pursuant to the Iran Divestment Act Tenn. Code Ann. § 12-12-106 requires the State of Tennessee Chief Purchasing Officer to publish, using creditable information freely available to the public, a list of persons it determines engage in investment activities in Iran, as described in §12-12-106. Inclusion on this list makes a person ineligible to contract with the Hardin County Board of Education; if a person ceases its engagement in investment activities in Iran, it may be removed from the list. By submission of this proposal, each vendor and each person signing on behalf of any vendor certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each vendor is not on the list created pursuant to § 12-12-106.

11. Eligibility: The vendor is eligible for employment on public contracts because no convictions or guilty pleas or pleas of nolo contendere to violations of the Sherman Anti-Trust Act, mail fraud or state criminal violations with an award from the State of Tennessee or any political subdivision thereof have occurred.

12. Title VI & VII of The Civil Rights Act: It is the policy of the Hardin County Board of Education that all its services and activities be administered in conformance with the requirements of Title VI & VII. By submission of the proposal, the responding firm certifies compliance with Title VI and Title VII of the Civil Rights of 1964, as amended, and all regulations promulgated thereof.

13. Taxes: Hardin County Board of Education is exempt from sales tax. Certificates of tax exemption will be provided to the selected firm, upon request.

14. Rejection of Proposals: Hardin County Board of Education shall reject any proposal that is determined to be non-responsive. Hardin County Board of Education reserves the right to

reject the proposal of any Proposer who previously failed to perform adequately for Hardin County Schools or any other governmental agency.

15. **Addenda:** In the event that it becomes necessary to revise any part of this RFQ, written addenda will be issued. All addenda will be numbered in sequence, dated as of the date of issue, and sent via fax or email to all prospective proposers. The proposer shall acknowledge receipt of each addendum by signing in the space provided on the issued addendum and by submitting all addenda with their proposal.

16. **Disclosure:** Proposals will not be publicly opened; only the names of the responding firms will be publicly announced and recorded by the Hardin County Board of Education. RFQ submittals will become the property of the Hardin County Board of Education and will remain confidential until the selection processes have been concluded. During the selection processes, the Hardin County Board of Education shall hold the contents of all correspondence, agenda, memoranda, discussions, or any other medium which could disclose any aspect of the firm's proficiency in strict confidence, sharing only with the panel responsible for evaluating the qualifications. Upon conclusion of the selection process, all documents pertinent to the RFQ submittals will constitute public records and will be subject to public inspection under Tennessee law.

17. **Proposal:** One (1) original, three (2) exact copies are due no later than the date indicated as the closing date and time of this RFQ.

18. **Waiving of Informalities:** Hardin County Board of Education reserves the right to waive minor informalities or technicalities in the proposal when it is in the best interest of Hardin County Schools.

19. **Related Costs:** Hardin County Schools is not responsible for any costs incurred by any vendor pursuant to the Request for Qualifications. The proposer shall be responsible for all costs incurred in connection with the preparation and submission of its proposal.

20. **Insurance Requirements:** The successful Contractor shall provide proof of and shall at all times during the term hereof, maintain valid and in-force insurance policies and with coverage limits as set forth below:

a. Worker's compensation and employer's liability insurance with statutory coverage limits for the protection of all of Contractor's employees, including, without limitation, executive, managerial and supervisory employees, whether or not engaged in the performance of the Work.

b. Such policies of insurance for each motor vehicle to be used by the Contractor in the performance of the Work (the "Motor Vehicles"), with such policies of insurance for Contractor's Motor Vehicles to include no less than \$1,000,000 in liability coverage.

c. A policy of general liability insurance covering loss resulting from the Contractor's direct and indirect activities hereunder (including those activities of any of its subcontractors) and covering property damage and injury to any person (including death) which or who might be damaged or injured as a result of, in conjunction with, or arising out of Contractor's performance of the Work. Bodily Injury Liability coverage

(including death) and Property Damage Liability coverage shall be a minimum of \$1,000,000 per occurrence and \$2,000,000 in the aggregate per jobsite, project, or location. This coverage shall be primary and non-contributory.

d. Coverage requirements shall be evidenced by one or more certificates of insurance naming Owner as an additional insured, which certificates or policy endorsements shall provide that the policies represented thereby may not be (i) canceled, (ii) allowed to expire, or (iii) altered with respect to the substantial terms thereof except upon thirty (30) days prior written notice to Owner. For purposes of this paragraph, "substantial terms" shall be deemed to include, but shall not be limited to the coverage limits and deductible of the applicable policy.

e. Contractor shall deliver the certificate(s) of insurance concurrently with its execution hereof. Any breach of the insurance provisions of this Agreement shall be a material breach hereof, and entitle Owner, at its discretion, to the immediate termination of same, without compliance with any of the advance-notice requirements imposed elsewhere herein.

21. Primary Insurance and Waiver of Subrogation: Contractor (and its insurers) shall be primarily liable for the defense and payment of any claims as a result of, in conjunction with, or arising out of the performance of the Work. Contractor waives all of its subrogation rights against Owner, and any and all of its insurers in any such claims.

22. Compliance with all Laws: Contractor is assumed to be familiar with and agrees to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations, in any manner affecting the provision of goods and/or services, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.

23. Governing Law: All contracts or purchase orders issued for this award will be governed by the laws of the State of Tennessee. Arbitration is not permitted and if a dispute arises between the parties concerning any aspect of the contract and/or purchase order and it cannot be resolved by mutual agreement, any party may resort to resolution of the dispute by litigation in the state or federal courts for Hardin County, Tennessee. The parties waive their right to jury trial.

24. Breach of Contract: A party shall be deemed to have breached the contract if any of the following occurs:

- Failure to provide products or services that conform to the contract requirements.
- Failure to maintain/submit any report required hereunder.
- Failure to perform in full or in part any of the other conditions of the contract.
- Violation of any warranty.

25. Contract Termination for Cause: If the contractor fails to properly perform its obligations under this contract in a timely or proper manner, or if the contractor violates any terms of this contract, the Hardin County Board of Education shall have the right to terminate the contract and withhold payments in excess of fair compensation for completed services. In the event the

contact is terminated for due cause by the Hardin County Board of Education, the Board shall have the option of awarding the contract to the next proposer or proposing again.

26. Contract Termination for Convenience: The Hardin County Board of Education may, by written notice to the contractor, terminate this contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the Hardin County Schools. The Board of Education must give notice of termination to the vendor at least thirty (30) days prior to the effective date of termination. The Contractor shall be entitled to receive compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the Hardin County Schools be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the vendor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

27. Licenses: The Contractor must be a licensed professional as required by the State of Tennessee for any services in this contract requiring such licensure. Additionally, all sub-consultants/contractors employed by the prime consultant/contractor for the performance of the services requested in this RFQ must be licensed as professional service firms in the State of Tennessee if said sub-consultants/contractors will perform services that are considered professional in nature.

28. No Benefit for Third Parties: The services to be performed by the Contractor pursuant to the Agreement with the Hardin County Schools are intended solely for the benefit of the School System, and no benefit is conferred hereby, nor is any contractual relationship established herewith, upon or with any person or entity not a party to the agreement. No such person or entity shall be entitled to rely on the Contractor's performance of its services hereunder, no right to assert a claim against the Hardin County Schools or the Contractor, its officers, employees, agents, or contractors shall accrue to the Contractor or to any subcontractors, independently retained professional consultant, supplier, fabricator, manufacturer, lender, tenant, insurer, surety, or any other third party as a result of this agreement or the performance or non-performance of the Contractor's services hereunder.

29. Access to Third Party Contract Records: All Contractors are required to retain all books, records, and other documents relative to the agreement for three (3) years after final payment and all other pending matters are closed. Contractors must agree that the County, State Agency, Comptroller General or any other Governmental entity may have full access to review any books, documents, papers, and records that directly pertain to all negotiated contracts. If an investigation or audit is in progress, records shall be maintained until the matter is closed.

30. Non-Reliance of Parties: Parties explicitly agree that they have not relied upon any earlier or outside representations other than what has been included in the Agreement. Furthermore, neither party has been induced to enter into this Agreement by anything other than the specific written terms set forth herein.

31. ADA Compliance: With regard to the services performed under this Agreement, Consultant will comply with all applicable requirements of the Americans with Disabilities Act, 42 U.S.C. §12101, et seq., ("ADA"). Consultant agrees that it will defend, indemnify, and hold the County harmless against any and all claims, demands, suits or causes of action which arise out of any negligent and/or intentional act or omission by the Consultant, its employees, agents or

representatives which violates the ADA. Consultant agrees that the County will not be responsible for any costs or expenses arising from Consultant's failure to comply with the ADA.

5. SCOPE OF WORK

a. Services Provided

Architectural / Engineering Services for Hardin County Board of Education Multipurpose Facility at Hardin County High School, Building Addition at West Hardin Elementary School, HVAC and Ceiling/Lighting Upgrades at West Hardin Elementary School, HVAC and Controls Upgrade at Pickwick Southside School and Roof Replacement at Hardin County High School. The following is a general outline of services that may be required as appropriate for each specific project:

I. Design Services

1. Meet with Owner to establish project schedule for the project, define objectives, and develop project plan for the project. Project Plan/ Schedule must include the bid process, pre-bid meeting, deadline for questions, bid opening, award, pre-construction meeting, project start date and completion date.

2. Develop design drawings and specifications which include any mechanical, electrical, and plumbing as needed.

3. Facilitate meetings as needed with Hardin County Board of Education Personnel and Facility Maintenance Personnel.

4. Provide a schematic cost estimate and conceptual project schedule.

5. Facilitate meetings with Hardin County Schools to design documents, drawings, and outline specifications around the technical specifications.

II. Bid Administration

1. Develop and provide bid drawings and specifications to Hardin County Board of Education for review; Provide assistance with the development of final bid package.

2. Issue design documents to the appropriate School System officials for review as appropriate prior to bidding process.

3. Reproduce and issue the final bid package documents to plan rooms and potential bidders during the bid process.

4. Assist with the bid process including attending pre-bid meetings, issuance of addenda, assisting in receipt of bids, investigate and recommend award of contracts to lowest responsive bidder for each project and provide recommendation letter.

5. Design team may be asked to assist with design review for value engineering if bid is over budget.

III. Construction Administration Phase

1. Facilitate Pre-Construction meeting and conduct regular construction progress meetings.
2. Provide Construction Administration
 - a. Review, log and approve submittals, shop drawings, Request for Information, etc.
 - b. Review construction reports.
 - c. Attend project progress meetings.
 - d. Review and approve applications for payment, ensure all required forms are submitted including all a required documentation per Davis Bacon.
 - e. Coordinate with designated Project Manager and other School System officials on all Request for Change Proposals, Change Orders, etc. including maintaining a log of all such documents.
 - f. Provide direction for questions and concerns from the contractor and Project Manager in resolution of problems.
3. Provide Field Services for entire construction period.
 - a. Conduct site visits as appropriate for the project.
 - b. Conduct Substantial Completion Inspection, coordinate with Project Manager to create punch list, substantiate those items noted are completed, and issue Substantial Completion Certificate.

IV. Project Close Out

1. Provide support services as needed during the project close out process.
2. Issue Final Completion and Acceptance letter recommending acceptance.
3. Coordinate with all contractors, consultants, to develop a project O&M Manual to be submitted with final project as built drawings. (One hard copy of the O&M Manual and project as built documents will be submitted along with an electronic copy on a USB Drive).

Additional Services may be required as appropriate for the project.

b. Project Information

Architectural / Engineering Services for Hardin County Board of Education Multipurpose Facility at Hardin County High School, Building Addition at West Hardin Elementary School, HVAC and Ceiling/Lighting Upgrades at West Hardin Elementary School, HVAC and Controls Upgrade at Pickwick Southside School and Roof Replacement at Hardin County High School.

6. RFQ PROCESS AND INSTRUCTIONS

a. Submittal and Receipt of “Request for Qualifications”

- i. Proposals will be received by the Hardin County Board of Education until 2:00 P.M., Central Time on **December 15, 2021**, at which time it will be publicly opened at the Hardin County Board of Education, 155 Guinn Street, Savannah, TN 38372.

ii. The Sealed Proposal shall be signed by an authorized representative and the sealed envelope addressed as follows:

Hardin County Board of Education
155 Guinn Street
Savannah, TN 38372
"Request for ARCHITECTURAL/ ENGINEERING SERVICES FOR HARDIN COUNTY
BOARD OF EDUCATION"

iii. Three (3) hard copies (One (1) original copy, Two (2) additional hard copies), is required.

iv. Proposals, modifications, or corrections received after the scheduled closing time of the receipt of Proposals will not be considered. Hardin County Board of Education is not responsible for delays in delivery by mail, courier, etc.

v. No oral interpretation will be made to any Proposer as to the meaning of the Proposal Specifications or any part thereof. It is the intent of Hardin County Schools to issue one (1) addendum, if necessary. Written request for clarification and/or interpretation must be submitted in writing via email by the end of the business day, **December 10, 2021**. Written requests shall be submitted to **Michael Davis, Director of Schools** by email at michael.davis@hctnschools.com. It shall be the Proposer's responsibility to make inquiry as to the addenda issued. Any and all addenda shall become part of the specifications and all Proposers shall be bound by such addenda, whether or not received by Proposer.

b. Submission Format and Content

1. Submissions should be complete and organized

2. Submission Information

Submissions must include the following information:

Firm Information

Firm References

Project Team

Provide the firm's sample insurance certificate.

Address the following questions in the submission:

Does the firm have previous experience preparing bid documents for federally funded projects?

Provide a team organization chart for the projects, including back-up personnel

Will construction administration on the projects be performed with staff that was involved in the design and production of the contract documents?

Include a tentative design services schedule

Do you see any potential conflicts of interest if awarded the project?

b. Evaluation, Selection, and Fee Negotiation Process

The evaluation committee will review all complete submittals that are received by the deadline. The Proposer's qualifications submission will be evaluated and scored for each project based on the following identified criteria.

The selection criteria will include an evaluation of:

- 1) Firms Information
- 2) Firms References (Past Project Performance)
- 3) Required Forms
- 4) Project Team

Evaluation Criteria

The selection committee will evaluate each Statements of Qualifications on a variety of quantitative and qualitative criteria. Upon receipt of submissions, the Hardin County Schools will review to determine whether the submission is acceptable or non-acceptable based on the criteria outlined below.

- Firms Qualifications, relevant expertise, past experience with similar projects, and availability of staff: **50 points**
- Firm References Checks: **25 points**
- Compliance with RFQ Requirements: **25 points**

Selection

This procurement will follow the qualifications-based competitive proposal procedures of the Brooks Act. As such, no pricing structure is to be included in the RFQ documents submitted. The selection process will be completed in a two-step evaluation process.

First Step:

-The selection committee will evaluate the Responses to the RFQ by using a point scoring system based on the information that was requested in the RFQ.

-Reference will be evaluated.

Second Step:

-Based on the Response Evaluation and the Reference Evaluation the selection committee will select up to 3 of the top ranking Firms. A selection may be made from the top three or if additional information is needed from the firms to make a selection, interview sessions will be setup. An interview agenda will be provided to allow firms to prepare for the interview.

-Each member of the committee will complete an interview evaluation form for each firm interviewed.

-Additional information may be requested at this stage of the process from all firms in the interview process.

Final Selection

The selection committee will total all scores from the RFQ Evaluation, the Reference Evaluation, and the Interview Evaluation (if applicable) to determine the firm to award. The Director of Schools will recommend the awarded firm to the Hardin County Board of Education for approval at their next regular session.

Fee Negotiations

-The selected firm will receive notification of final selection and will at that time be prepared to provide fee schedule.

-The fee schedule will be evaluated and if it is deemed that an adjustment is necessary, discussion with the selected firm will occur.

-If an agreed upon fee cannot be reached, then the selected firm will be notified of the cancellation of acceptance. The selection committee will subsequently re-convene to determine the next ranking firm. This process will continue until a firm with accompanying fees are accepted and agreed upon by the selection committee.

7. FORMS

See Accompanying Pages

a. COMPLIANCE AFFIDAVIT

COMPLIANCE AFFIDAVIT(S)

THIS COMPLIANCE AFFIDAVIT MUST BE SIGNED, NOTARIZED AND INCLUDED WITH ALL BIDS – FAILURE TO INCLUDE THIS FORM WITH THE BID SUBMITTED SHALL DISQUALIFY THE BID FROM BEING CONSIDERED.

VENDOR: _____

CONFLICT OF INTEREST:

1.No Board Member or officer of the Hardin County Schools or other person whose duty it is to vote for, let out, overlook or in any manner superintend any of the work for Hardin County Schools has a direct interest in the award of the vendor providing goods or services.

2.No employee, officer or agent of the grantee or sub-grantee will participate in selection, or in the award or administration of an award supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the employee, officer or agent, any member of their immediate family, his or her partner, or an organization, which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award.

3.The grantee’s or sub-grantee’s officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from vendors, potential vendors, or parties to sub-agreements.

4.By submission of this form, the vendor is certifying that no conflicts of interest exist.

5.Do you or any officer/owners/part-owners/stake-holders/employees of this company have any relative(s) (relatives include spouse, children, stepchildren or any to whom you are related by blood or marriage) that are currently employed by Hardin County, Tennessee, including the Hardin County Board of Education or serve on the Hardin County Commission or the Hardin County Board of Education?

_____ Yes _____ No

If you answered yes, please state the name and relationship of the employee or member of the Hardin County Commission or the Hardin County Board of Education.

6.Are you or any officers/owners/part-owners/stake-holders/employees of this company also employees of Hardin County, Tennessee, including the Hardin County Board of Education or serve on the Hardin County Commission or the Hardin County Board of Education? _____ Yes _____ No

If you answered yes please state the name of the employee or board member

DRUG FREE WORKPLACE REQUIREMENTS:

7.Private employers with five or more employees desiring to contract for construction services attest that they have a drug free workplace program in effect in accordance with TCA 50-9-112.

ELIGIBILITY:

8.The vendor is eligible for employment on public contracts because no convictions or guilty pleas or pleas of nolo contendere to violations of the Sherman Anti-Trust Act, mail fraud or state criminal violations with an award from the State of Tennessee or any political subdivision thereof have occurred.

GENERAL:

9.Vendor fully understands the preparation and contents of the attached offer and of all pertinent circumstances respecting such offer.

10.Such offer is genuine and is not a collusive or sham offer.

IRAN DIVESTMENT ACT:

11. Concerning the Iran Divestment Act (TCA 12-12-101 et seq.), by submission of this bid/quote/proposal, each vendor and each person signing on behalf of any vendor certifies, and in the case of a joint bid/quote/proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each vendor is not on the list created pursuant to § 12-12-106.

NON-COLLUSION:

12. Neither the said vendor nor any of its officers, partners, owners, agents, representatives, employees or parties interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other responder, firm, or person to submit a collusive or sham offer in connection with the award or agreement for which the attached offer has been submitted or to refrain from making an offer in connection with such award or agreement, or collusion or communication or conference with any other firm, or, to fix any overhead, profit, or cost element of the offer price or the offer price of any other firm, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against Hardin County Schools or any person interested in the proposed award or agreement.

13. The price or prices quoted in the attached offer are fair, proper and not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the firm or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

BACKGROUND CHECK REQUIREMENT FOR SCHOOL SYSTEM SUPPLIERS:

14. In submitting this bid/quote/proposal, you are certifying that you are aware of the requirements imposed by T.C.A. § 49-5-413 (d) to conduct criminal background checks through the Tennessee Bureau of Investigation and the Federal Bureau of Investigation on yourself and any of your employees who may come in direct contact with students or who may come on or about school property anytime students are present. You are further certifying that at no time will you ever permit any individual who has committed a sexual offense or who is a registered sex offender to come in direct contact with children or to come on or about school property while students are present.

The undersigned hereby acknowledges and verifies that the response submitted to this solicitation is in full compliance with the applicable laws/listed requirements.

SIGNED BY: _____

PRINTED NAME: _____

TITLE: _____

SUBSCRIBED AND SWORN TO BEFORE ME THIS DATE: _____

BY (NOTARY PUBLIC): _____

MY COMMISSION EXPIRES ON: _____

b. Lobbying Certification

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Organization: _____

Street Address: _____

City, State, Zip: _____

CERTIFIED BY: (Type or Print)

TITLE:

(Signature) (Date)

c. Vendor Information Form

VENDOR INFORMATION SHEET

(Please fill out completely)

By completing and signing this form you certify that you are an authorized representative of the company for which you are submitting a bid/proposal and that you have the authority to legally bind your company. Further, by completing and signing this form you certify that you agree to all the terms and conditions of this bid/proposal.

1. Vendor Name: _____

2. Address _____
City _____ State _____ Zip Code _____

3. Contact Person (Please Print) _____

4. Telephone Number _____ Fax Number _____

5. Vendor's e-mail address _____

6. Authorizing Signature _____

7. Title of Person Signing Bid _____

8. If addenda were issued, please acknowledge the receipt of: (please write "yes" if you received one)

Addendum 1 _____ Addendum 2 _____ Addendum 3 _____