

Request for Proposal (RFP) BID #: 2025-0904

Friday, September 26, 2025

Montgomery County Fairgrounds

Clarksville, TN

Construction Management (CM) Services

RFP Questions will be accepted until 2:00 pm on Tuesday, October 7, 2025

Answers will be sent to the entire group of bidders by 2:00 pm on Thursday, October 9, 2025

Proposals will be accepted until 2:00 pm on Tuesday, October 14, 2025

Any project questions or communication submitted to anyone other than Elizabeth Black will be a disqualifying event for the proposer and the proposer's company.

1. Contents

- Introduction
- Background & Organizational Structure
- Project Team & Deliverables
- General Proposal and Construction Management Team Requirements
- Proposal and Project Acceptance
- Conclusion

2. Introduction to Project

Commonwealth Development Group Inc. "CDG," representing Montgomery County, Tennessee, is soliciting proposals from qualified firms for Construction Management services in the creation of a County Fairgrounds and may be referred to as the "Fairgrounds Project." The project will be constructed in phases as funds become available to the county. Initial phases will likely include roadways, utilities, parking, event lawn, restrooms, and support structures. The projects' future phases may include, but are not limited to:

- A. Proposed Facilities:
 - a. Main Event Building
 - b. Outdoor Arena
 - c. Expo Area with Support Buildings
 - d. Maintenance Facilities

- B. Adequate Parking Spaces
- C. Internal Traffic Roadways
- D. Park with Greenway / Walking Trails

3. Background, Project, & Organizational Structure

Montgomery County lies approximately 50 miles northwest of Nashville. With the rapid growth of this area, it has been decided to construct a Fairgrounds just east of I-24 (Site Survey Attached). The new Fairgrounds is intended to revitalize the agricultural interests of this area and will reflect Montgomery County's commitment to community recreation, entertainment, economic growth, and families.

Property Master Plan Exhibit Facts:

Proposed Phase 1 Footprint in **Blue:**



- Fairgrounds Property: 151.36Acres
- Approximately 5,000 parking spaces
- Approximately 236,000 sq ft of Building and Outdoor Arena Space
- Utilities & Mass Grading
- Road from Proposed Phase 1 and Intersection are in Blue

4. Project Team & Deliverables:

The overall project team for the proposed Fairgrounds will include, but will not be limited to, the following positions. Please include hourly rates for the following list:

- Project Executive, Senior Project Manager, Project Engineer or Assistant Project Manager, Estimator, Senior Superintendent, Superintendent, and Assistant Superintendent.
- The Design Team has been procured separately from this RFP by the Owner.
- The Geotechnical and Special Inspection Team will be procured separately from this RFP by the Owner.

The construction management team, in collaboration with the project team, will be required to: confirm all project scopes and assess constructability, confirm manpower availability and feasibility for all project components, understand any external impacts, and take into consideration existing site conditions so they are addressed in preliminary scheduling, planned site access, and safety plans. The construction management team will also be required to account for adequate plan coordination with CDG and their representatives. Such coordination could be meetings, conference calls, site visits, plan reviews, and/or design reviews.

Predevelopment & Construction Program Expectations:

- Meet with Owner, Project Manager, and Design Team to gain a full understanding of the program, design concept, anticipated scope, quality expectations, and overall project knowledge;
- Attend scheduled project meetings with appropriate personnel to provide input with respect to:
 - Cost
 - o Schedule
 - Constructability
 - Quality
- Provide pricing assistance and other industry information;
- In consultation with the Project Team, prepare, provide, present, and maintain schedule of key milestones and potential critical path items;
- Prepare and present a budgetary cost estimate for the project by construction division and category with complete supporting details and lists of assumptions at each design milestone;
- Other relevant input and assistance to develop the project's program, budget, value engineering options, and timeline;
- Publicly bid all trade scopes, present proposals and a summary of proposal results, and recommend a firm for approval.
- The construction manager agent or advisor is prohibited from undertaking actual construction work on a project over which the construction manager agent or advisor coordinates or oversees the planning, bid, or construction phases of the project, except in instances when bids have been publicly solicited twice and no bids have been submitted. If the construction manager agent or advisor can document that a good faith effort was made in each bid solicitation to obtain bids and no bids were received, then the construction manager agent or advisor may perform the construction work at a price agreed upon by the construction manager agent or advisor, the architect, and the owner of the project.

5. General Proposal and Team Requirements

• Introduction Letter

 Provide a breakdown of your firm or team with all contact information, phone, email, address, etc. Briefly explain the key elements of the proposed project and how your firm or team will contribute to those elements.

• Team Overview

 Provide a <u>short</u> explanation of your firm's history, size, regional location, main areas of practice.

Team Qualifications

- o Provide pertinent resume information for each staff member proposed for this specific project team.
- o <u>Please include 3 past project references for both the Lead Project Manager and Lead</u> Superintendent from clients that have worked with these team members.

• Licenses and Insurances

- Provide copies of all required insurances and Tennessee Contractor licenses for all firms proposed. All insurance certificates should have the following levels of coverage(s);
 - 1. General Liability Insurance in the amount of two million (\$2,000,000) dollars per occurrence, four million (\$4,000,000) general aggregate;
 - 2. Worker's Compensation Insurance with statutory limits required by the State of Tennessee or other applicable laws, and Employer's Liability Insurance with limits of no less than one hundred thousand (\$100,000.00) dollars
 - 3. Automobile Liability Insurance in the amount of one million (\$1,000,000.00) dollars
 - 4. CDG and their representatives shall be named as additional insured under the Construction Management Team's insurance.

Similar Project History

- Provide a <u>brief</u> description of at least three (3), but no more than five (5), projects that are <u>relevant</u>, <u>similar in scope and design that have been completed</u> by the proposing firm;
- Explain the construction objectives for each project, location, owner, year started, year completed, project cost, scope and photographs.

References

 References from at least three, but no more than five (5), project owners will be required as a part of the CM team proposal. Include contact information for each reference.

• Process and Schedule

Describe how the CM team will approach the project from planning, management, and organization for a project of this caliber and scope. Provide a sample schedule, and a sample Pay Application SOV, in order to show a workable system for the implementation of your process and schedule from a recent project.

Proposed Fee Structure

- Construction General Conditions (GCs) provide a list of potential items your firm proposes to include in project GCs and provide hourly rates for proposed staff positions that would likely be necessary to execute the project;
- Construction General Requirements (GRs) provide a list of potential items your firm proposes to include in project GRs, including anticipated cost (if known);
 - 1. *Please note: all potential costs that are not part of Fee, Insurance, Trade Work, or General Conditions should be listed here;
- Construction Management Services Fee provide this fee as a percentage of the total construction budget;
- Contractor Insurances & bonds proposed rate(s) as a percentage of the construction budget;
 - 1. General Liability Insurance provide policy rate as a percentage of overall construction budget;
 - 2. Builder's Risk Insurance provide policy rate as a percentage of overall construction budget;
 - 3. Subcontractor Default Insurance provide policy rate as a percentage of trade work budget;

- 4. Payment and Performance Bond provide policy rate as a percentage of overall construction budget;
- 5. Proposed Preconstruction Fee breakout for the services described in this document;
 - Some preconstruction tasks include but are not limited to: Initial cost estimate exercise based on concept drawings with narrative, cost estimate exercise for Design Development document, final Construction Document cost estimate, routine meetings for the next 6-9 months to coordinate construction related items, preliminary schedule, provide voluntary cost savings concepts, and attend meetings during the PreDevelopment phase.
- o Present any additional fees that will be included, either as a stipulated sum or a percentage of the cost of work, in the predevelopment cost estimates and GMP proposal that is not currently requested above or anticipated to be included in the trade work schedule of values. If no additional fees are presented the above will fees will be the only applicable expenses incurred by the owner after selection of the CM for construction management services.

• Requirements for Sealed Proposal Submissions

 The Request for Proposal (RFP) must include original signed documents of, Iran Divestment Form, Non-Boycott of Israel Form, Title VI Contract Assurance form, Non-Collusion Affidavit and any necessary Addenda Acknowledgement(s).

Questions

- o Please send all questions to Elizabeth Black at:
 - 1. Elizabeth Black MoCoBids@MCGTN.net
- o Each guestion, with an answer, will be sent to all who have acknowledged interest.
- Questions will be accepted until 2:00 pm on Tuesday, October 7, 2025;
- o Questions will be answered by 2:00pm on Thursday, October 9, 2025;
- Any questions submitted to anyone other than Elizabeth Black will be a disqualifying event for the proposer and the proposer's company.

6. Proposal Submission and Project Acceptance

- Your completed proposal is to be submitted by 2:00 pm on Tuesday, October 14, 2025;
- **To be acceptable,** all bid/proposals must be on the correct form, and each such bid/proposal must be addressed and delivered to the Purchasing Director, Montgomery County, Tennessee, prior to the Bid/Proposal opening. Bid/Proposal envelopes must be sealed and clearly indicate the words, "**RFP Fairgrounds Construction Mgt Services**". Bids can be mailed to 350 Pageant Lane, Suite 101-E, Clarksville, TN 37040. Hand delivered bids can be brought to the Temporary Purchasing Office at 350 Pageant Lane, Suite 402, Clarksville, TN 37040. Map included. Such bids/proposals delivered to other persons, locations, or on another form will not be acceptable. Electronic is an acceptable submission method via Bonfire. Vendor may register on Bonfire at www.montgomerytn.gov/purchasing to view and respond to open bids. All bids must be received before the deadline.

Elizabeth Black, Purchasing Agent 350 Pageant Lane, Suite 402 Clarksville, TN 37040

- The owner is not responsible for any costs incurred in the production or delivery of proposals. No late proposals will be accepted.
- Proposals will be publicly opened at the Montgomery County Purchasing Office, 350 Pageant Lane, Suite 402, Clarksville, TN 37040 at the time of the submission deadline.
- All proposals will be reviewed and evaluated based on all firms proposed experience, qualifications, rates, references, and other considerations. The Owner and Owner Representative reserve the right to reject and/or request additional information for any and all proposals to create a leveled bid process and may choose to waive any formality to any lawful extent and in the best interest of the project;
- Be prepared for in-person interviews, should your proposal be considered for selection;
- The selected firm will contract with the Owner via AIA Document A133 2019 and AIA
 Document A201 2017, and will take direction from the Owner's Representative who will lead
 the entire Project Team (Design & Engineering, Construction Manager, Geotechnical,
 Commissioning, Special Inspections, and other associated firms required to complete the
 project);
- The honoring of the rates, costs, fees, and all other information in the RFP response must be the intent of the responder.

7. Conclusion

Our team at Montgomery County and CDG greatly appreciate the time and effort you will put into responding, during this RFP process. We recognize the hours that will go into a full RFP Response and look forward to the meetings and decisions to come. Please do not hesitate to reach out **by email ONLY** to Elizabeth Black, as questions or clarifications arise.

Thank you!

Addendum Acknowledgement Form

The Bidder acknowledges that they have received the following Addendum. The modifications to the Bid Documents noted therein have been considered and all costs thereto are included in the Bid.

A.	Addendum Number	_dated
B.	Addendum Number	_dated
C.	Addendum Number	_dated
roposer S	Signature:	



Montgomery County Government Purchasing

Elizabeth L. Black Purchasing Agent Phone: (931) 648-5720 elblack@mcgtn.net

350 Pageant Ln. Suite 101-E Clarksville, TN 37040

Contract Number

It is the policy of Montgomery County Government not to discriminate on the basis of race, color, national origin, age, sex, or disability in its hiring and employment practices; or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this contract, Contractor certifies and warrants it will comply with this policy.

Please Print:		
Contrac	tor's Name	
Street A	ddress	
City	State	Zip Code
Contrac	tor's Phone Number	
l, aforementioned	non-discrimination statement	, hereby agree to abide by the and included Title VI regulations.
Signature		
Date		
For Title VI com	pliance, we ask for voluntary di	sclosure of the following information:
Ownership Type	(please check all that apply):	
		 Woman-Owned Business Woman Minority-Owned Business African American-Owned Business Native American-Owned Business Hispanic-Owned Business Asian-Owned Business Veteran-Owned Business Business Owned by a Person with a Disability Other Option :



IRAN DIVESTMENT ACT

Certification of Non-inclusion

NOTICE: Pursuant to Divestment Act, Tenn. Code Ann. 12-12-106 requires the State of Tennessee Chief Procurement 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 12-12-105. Inclusion on this list makes a person ineligible to contract with the State of Tennessee; if a person ceases its engagement in investment activities in Iran, it may be removed from the list. A list of entities ineligible to contract in the State of Tennessee Department of General Services or any political subdivision of the State may be found here:

<u>List of persons pursuant to Tenn. Code Ann. 12-12-106 Iran Divestment Act updated with NY04 15.2025.pdf</u>

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to T.C.A. 12-12-106.

vendor Name (Printed)	Address
By (Authorized Signature)	Date Executed
Printed Name and Title of Person Signing	



Non-Boycott of Israel Act TCA 12-4-1

Concerning the Non-Boycott of Israel Act (TCA 12-4-1 et seq.), by submission of this bid/quote/proposal, it is certified by each supplier and each person signing on behalf of any supplier. 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 supplier is not boycotting Israel pursuant to § 12-4-1 and will not during the term of any award. *Note: Applicable only to contracts of \$250,000 or more and to suppliers with 10 or more employees.*

The undersigned hereby acknowledges receipt of these affidavits and certifies that submittal in response to this solicitation is in full compliance with the listed requirements. Failure to give proper acknowledge to issues concerning the above is grounds for bid rejection and may subject the signer to penalties as directed by the appropriate laws.

Organization Representative/Designee	Date
Organization Name	
Address	



Elizabeth L Black Purchasing Director 350 Pageant Lane, Suite 101-E Clarksville, Tennessee 37041 Email: elblack@mcgtn.net Phone: (931) 648-5720

Prohibited Contract Clauses or Provisions

Montgomery County is not allowed to waive or limit liability, nor waive or limit the legal rights it would have under existing law to recover its losses under Tennessee law by contract. Powers to do so simply are not granted by the State to a county.

If through the statutory purchasing process, no acceptable supplies, materials, equipment and contractual services proposal is received, and the supplies, materials, equipment and contractual services are essential to the operation of Montgomery County, then and only then will Montgomery County consider a proposal with a limitation of liability, and then only "to the extent allowed by law". While a proposal may be made with a limitation of liability, no proposal with a limitation of liability will be considered if other otherwise acceptable proposals contain no limitation of liability. Acceptance of any proposal with a limitation of liability will be rare and strictly scrutinized.

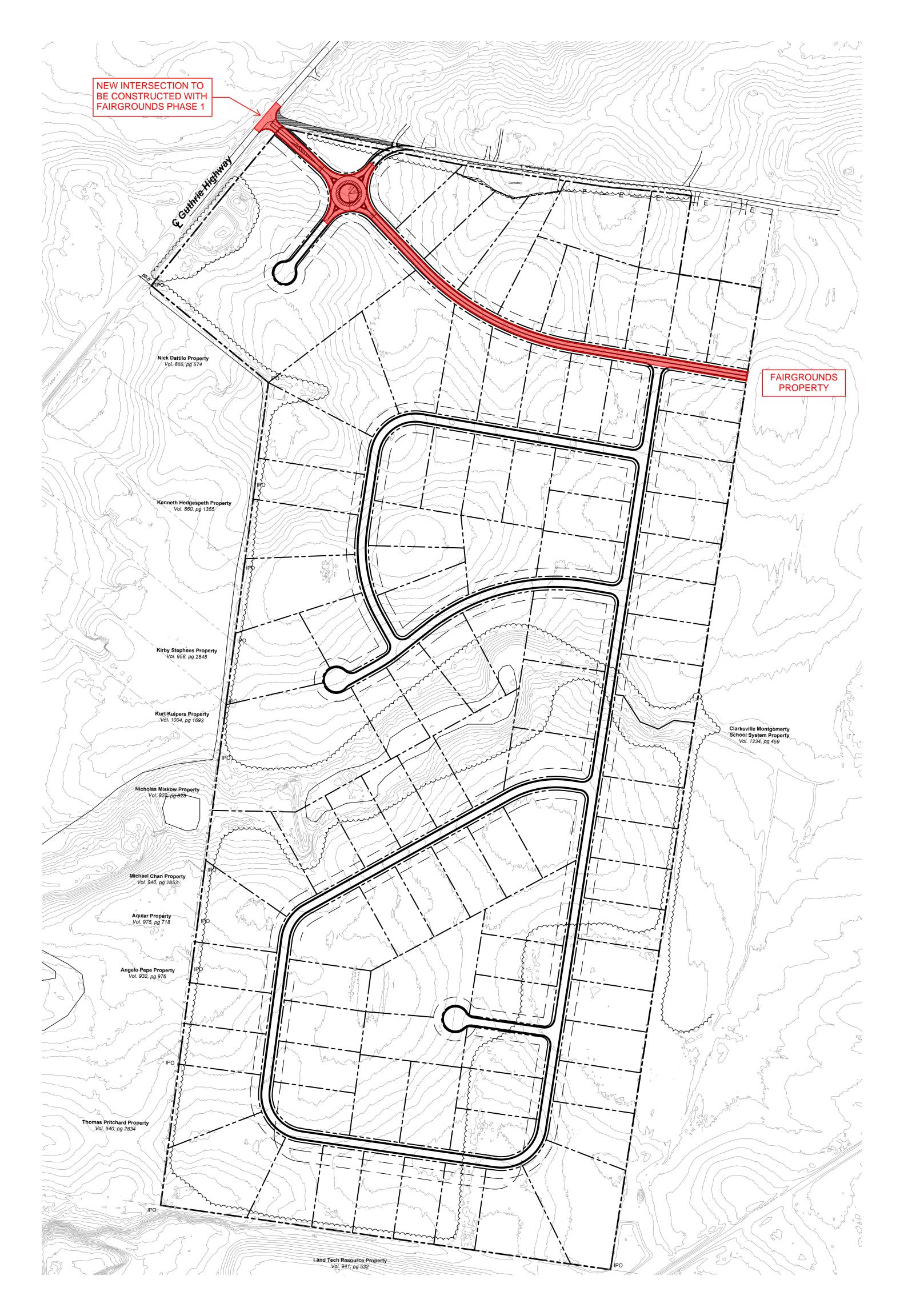
Generally, contract clauses in derogation of the County's prohibitions are found in the list below and are not acceptable.

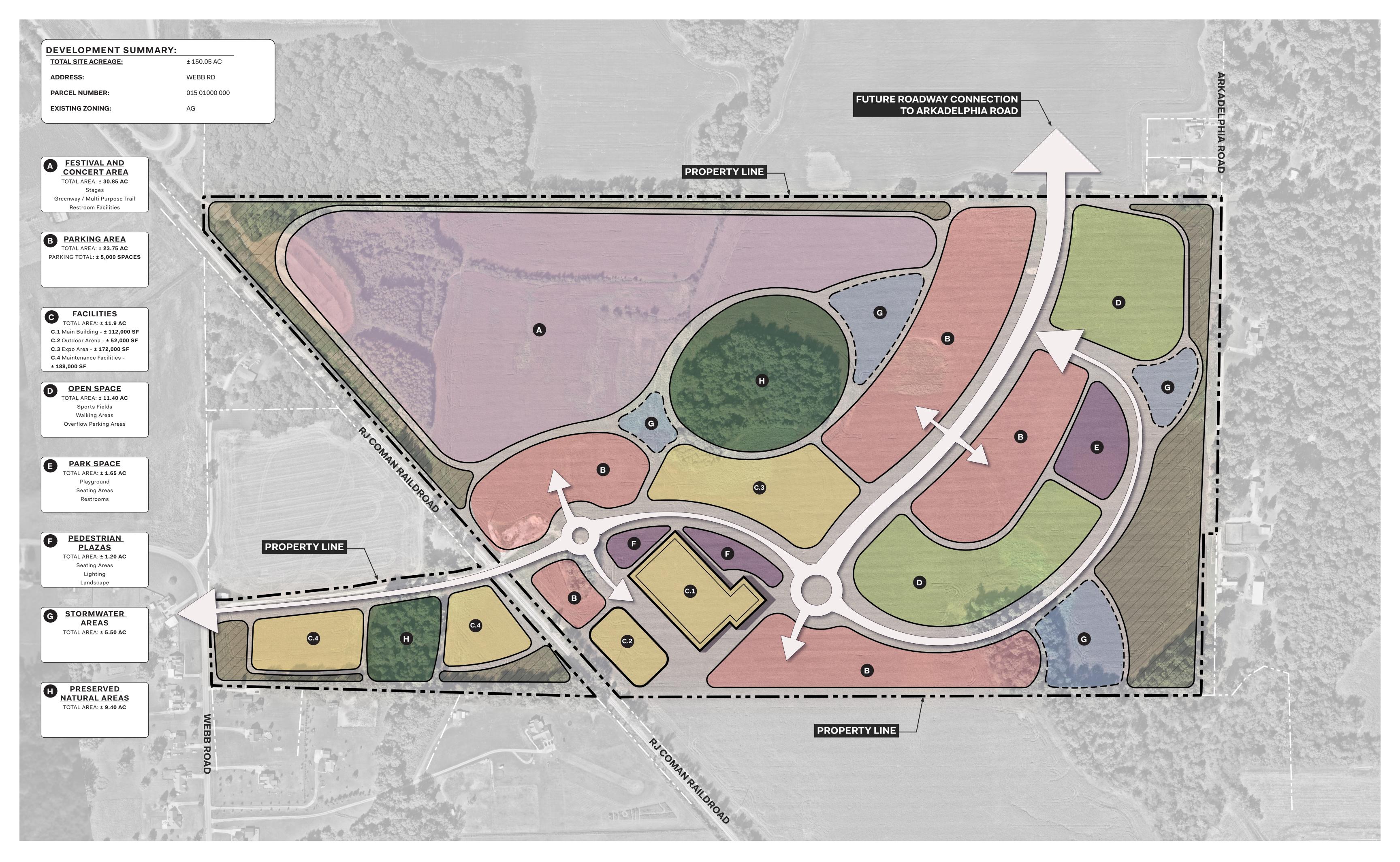
- Provisions requiring the County to pay taxes that we are exempt from paying under Tennessee law.
- Provisions requiring the County to pay cancellation fees, incidental or consequential damages, or punitive or exemplary damages. County is liable for actual damages only.
- Provisions requiring the County to pay punitive damages, attorney fees, collection costs, or costs of litigation.
- Provisions requiring the County to agree to assume the risk of liability which might otherwise fall on other parties are void as both an unauthorized attempt to abrogate sovereign immunity and an unauthorized attempt to lend the County's credit (Tenn. Const. I, § 17; Tenn. Const. art. II, § 31).
- Provisions requiring the County to insure, guarantee, or indemnify or hold harmless the Vendor or any party from claims which may arise out of the Agreement or be brought by third parties (OAG 93-1, OAG No. 99-095, OAG 04-065).
- Provisions that limit or cap the total liability of any other party.

- Provisions requiring the County to purchase or obtain liability, property, or other insurance or a performance bond. The County self-insures its exposures in general liability.
- Provisions designating the governing law of a state other than Tennessee.
- Provisions designating the Venue for any claim brought against the County other than Tennessee.
- Provisions requiring confidentiality and nondisclosure that violate the Tennessee Open Records Act (T.C.A. § 10-7-101, *et seq.*). Except as otherwise provided by statute, all County records are public records and open to inspection by any citizen of this State (T.C.A. § 10-7-503).
- Provisions providing for a limitation of time in which the County may bring suit (T.C.A. § 28-1-113).
- Provisions limiting the Vendor's maximum liability. The County cannot waive its right to recover from the vendor what the law would provide under otherwise governing applicable legal principles. In part, it is impermissible for counties to agree to limitations on liability and indemnification clauses because it appropriates money and nullifies governmental immunity without the consent of the legislature. The general existing applicable law regarding duties and liability cannot be waived. Response proposals may be made with limitations of liability subject to the complete statement above.
- Provisions that simply attempt to restate the existing law.

The above is not an exhaustive list. Different contract clauses may set out prohibited duties and rights, and/or limitations/waivers differently.

All proposed contracts for Montgomery County's review must be delivered as a WORD document for use to exchange revisions.





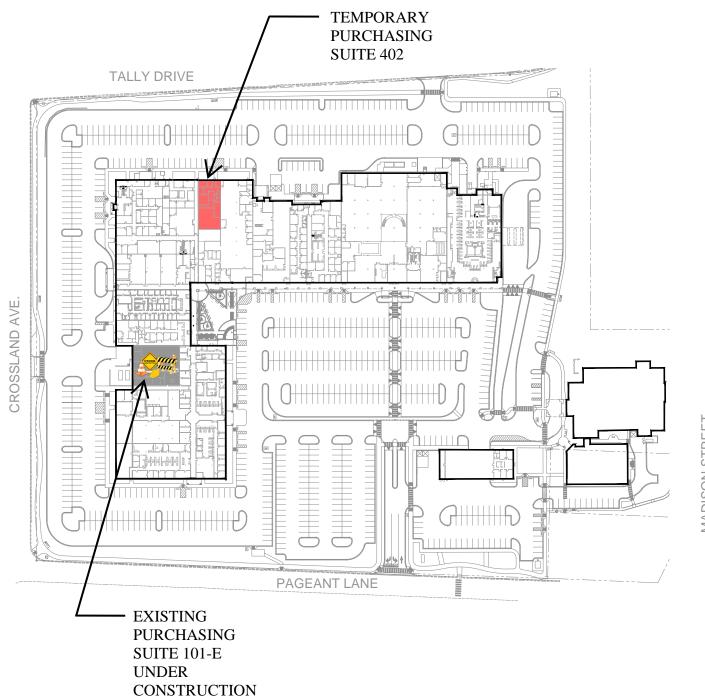




MAP TO BID OPENING

Bids delivered by hand will be received at Montgomery County Purchasing at 350 Pageant Lane, Clarksville, TN 37040 in TEMPORARY SUITE 402.

Refer to Instructions to Bidders for Bids sent via mail or email.



MADISON STREET