



**REQUEST FOR PROPOSALS (“RFP”)
GENERAL CONTRACTOR SERVICES FOR LED LIGHTING**

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I. ADVERTISEMENT FOR SEALED PROPOSALS

Sealed proposals will be received by the Avondale Education Association, Inc. d/b/a The Museum School of Avondale Estates (“AEA”, “TMS”, or “Owner”) at 923 Forrest Blvd., Decatur, GA 30030 (the “School”) until **time/date specified below under TIMELINE AND KEY DATES**. The Owner will not consider late proposals.

All questions about this RFP and submission requirements must be directed in writing to Josh Andrews (TMS Board of Directors and Facilities Chair), no later than **time/date specified**

below under TIMELINE AND KEY DATES , Email: josh.andrews@themuseumschool.org. All submitted questions shall be answered and posted on TMS’s website or via return email to all interested firms. No questions will be answered via phone. All questions shall be answered to the entire list of interested firms.

There will be a pre-proposal conference will be held on the time/date specified below under TIMELINE AND KEY DATES at the school. Prospective Respondents are strongly encouraged to attend.

Prospective Respondents must limit their contact regarding this RFP to Josh Andrews and Dean Moore (campus engineer).

Any violation of this restriction may result in rejection of the Contractor’s Proposal

In order to get updates on the selection process, email contact information to Josh Andrews per email above upon downloading this document and check TMS’s website regularly.

Lobbying is prohibited; any contact with any other AEA personnel or representatives other than Josh Andrews may result in disqualification.

Proposal packages, including **One (1) signed original, three (3) identical duplicate copies, and one (1) electronic copy of the proposal as a single .pdf**, should be mailed or otherwise hand delivered to the address below so as to arrive not later than time and date listed on cover of this document:

The Museum School of Avondale Estates
Attn: Josh Andrews, AIA
Board of Directors, Facility Chair
923 Forrest Blvd.
Decatur, GA 30030

II. BACKGROUND

TMS is seeking a highly qualified lighting designer and installer (“Contractor”) to provide the School with new installation and/or retrofitted LED lighting throughout the School (the “Project”). The Project is needed to continue the adaptive reuse of an existing elementary school for the expansion of The Museum School – a public Charter Elementary school operating within the DeKalb County School System.

TMS wishes to replace existing non-LED lighting as a part of the Grants-To-Green Program funded by the Community Foundation as defined by Exhibit A diagram of spaces. There are several different types of spaces that may require different types of fixtures. In order to have a full understanding of the scope of this project a tour of the existing facility is highly recommended. The proposing firm shall propose LED fixtures for each type of space as well as related (or integrated sensors) sensors for daylighting (spaces indicated on plans that could take advantage of natural light), sensors for occupancy, and dimming opportunities. If there is a possibility to reduce the quantity of fixtures from the current

quantity of fixtures, in the Classrooms, please do so. In addition to the interior fixtures, please provide thoughts about exterior high/low LED fixtures to replace existing.

The anticipated project budget for the Project is around \$100,000.

The Contractor will provide comprehensive administration and management of all aspects of the construction of the Project and will work in concert with the Owner, and the Owner's Representative, toward the successful completion of the project on schedule, on budget, meeting the standards stipulated by the Construction Documents, and in adherence with standards required by local authorities and other agencies having jurisdiction. The Contractor will be responsible for means and methods of construction, safety, and the scheduling and coordination of the work of all construction and miscellaneous contracts required for completion of the project within its bid price and schedule. **Since the school will be occupied from 7:00 am – 3:30pm, all work will need to be done from 3:30 pm on or on the weekends. Please consider this schedule in your proposal. There is also a tight timeline for completion, so readily available light fixtures should be considered.**

III. CERTAIN DEFINITIONS

Addendum - Written or graphic instruments issued prior to the date for opening of proposals, which modify or interpret the Proposal Documents by additions, deletions, corrections or clarifications.

AEA – The Avondale Education Association, Inc. d/b/a The Museum School.

Collusion - A secret agreement among bidders/offerors to circumvent laws and regulation when submitting bids and offers in an attempt to win contracts by illegal means or methods.

Contract - A formal written agreement between the Owner and a GC for providing goods and services.

Lobbying - Lobbying is defined as any action taken by an individual, respondent, association, joint venture, partnership, corporation, and all other groups who seek to influence the decision of a board member or school personnel, as it relates to formal solicitations.

Notice of Award - The written notice of the acceptance of the Proposal from AEA to the awarded Respondent.

Notice to Proceed - The written notice issued by AEA to the awarded Respondent authorizing them to proceed with the work and establishing the date of commencement of the contract time.

Owner - For the purposes of this proposal, Owner shall mean the Avondale Education Association, Inc. d/b/a The Museum School of Avondale Estates

Proposal - An executed offer submitted by a Respondent in response to a Request for Proposals.

Request for Proposals (RFP) - The solicitation for services, including all supporting documents and attachments, used to obtain statements of qualifications from contractors or consultants.

Respondent - For the purposes of this proposal, any person, respondent, corporation or agency submitting a response to this Request for Proposal or their duly authorized representative. The word Respondent, proposer or offeror may be used interchangeably within the Request for Proposal.

Responsible Respondent - Respondent who has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance.

Responsive Respondent - Respondent that has submitted a Proposal that conforms in all material respects to the solicitation.

RFP Documents – the RFP and all of the documents included, attached, or referenced in the RFP, including without limitation the proposed Contract Documents and any Addenda issued prior to the opening of Proposals.

Scope of Work - Includes the Work, as the term herein defined, as well as the responsibility of the performing and complying with all incidental matters pertaining thereto, as set out in the RFP Documents.

Specifications - A description of what the Owner seeks to buy and what a Proposer must be responsive to in order to be considered for an award of a contract.

IV. GENERAL REQUIREMENTS

A. Respondent Performance

The successful Respondent is required to perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of the RFP Documents and the resulting construction contract.

AEA will look to the Respondent and its identified personnel to coordinate and deliver all services required for complete performance of the project in accordance with the RFP Documents. The obligations of the contract shall not be assigned to any third party.

The Respondent shall carefully study and compare the RFP Documents with each other, and with other work being bid or offered concurrently or presently under construction to the extent it relates to the services for which the Proposal is submitted, shall examine the site of the project and the local conditions, and shall at once report to Owner any errors, inconsistencies or ambiguities in the RFP Documents. If a Respondent in doubt as to the meaning of any part of the RFP Documents, or otherwise has questions or requires clarification or interpretation of the RFP Documents, he or she shall request an interpretation from the Owner.

B. Non-Discrimination

AEA does not discriminate on the basis of race, color, religion, sex, national origin, age, or disability in any of its employment practices, education programs, services or activities.

C. Drug-Free Workplace

By submission of a response to this RFP, the Respondent certifies that he/she and his/her employees shall not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of controlled substance or drugs during the performance of the contract.

D. Smoke-Free Workplace

By submission of a response to this RFP, the Respondent certifies that he/she and his/her employees shall not use tobacco products on AEA property at any time during the performance of this contract.

E. Costs Incurred

AEA is not liable for any costs incurred by a Respondent in preparing and/or submitting a response to this RFP or for any interview if requested. Any and all costs incurred by the Respondent in preparing and/or submitting a response to this RFP and interviewing with AEA (if requested) shall be the sole responsibility of the Respondent and shall not be reimbursed by AEA.

F. Insurance

A Certificate of Insurance and/or ACORD form in conformance with the insurance requirements contained in the proposed Contract Documents is required with Respondent's Proposal. Final award of this RFP will be contingent upon receipt within five (5) business days of request insurance documentation demonstrating compliance with the requirements of the proposed Contract Documents. In the event the awarded Respondent cannot produce insurance coverage acceptable to the AEA within the time provided, AEA reserves the right to award this solicitation to the next highest ranked firm.

G. Illegal Immigration Reform and Enforcement Act of 2011

Proposers must complete and/or have their subcontractors complete the following forms:

- (1) Immigration and Security Certification
- (2) Bidder E-Verify Affidavit
- (3) Contractor Affidavit (Contractor Only)
- (4) Subcontractor Affidavit (Subcontractor Only)
- (5) Sub-Contractor Affidavit (Sub-Subcontractor Only)

The Immigration Security Certification, the Bidder E-Verify Affidavit, the Contractor Affidavit, the Subcontractor Affidavit and the Sub-Subcontractor Affidavit are identified as

Attachment B and included with this solicitation. The Immigration Security Certification, the Bidder E-Verify Affidavit, the Contractor Affidavit, the Subcontractor Affidavit and the Sub-Subcontractor Affidavit must be completed, notarized and submitted with your proposal response.

IMPORTANT NOTICE: the omission of any of the required items listed above and identified as Attachment B included in this RFP may cause the proposal submission to be declared non-responsive and to be rejected.

H. Interviews

AEA reserves the right to require Respondents to participate in one or more interviews with AEA staff and / or representatives. Respondents must be prepared to discuss the salient points of their proposal within two (2) normal working days of being asked to participate in interviews. There will be no presentations, individually or collectively, without such invitation.

I. Term of Contract

The expected required date for Substantial Completion of the Contract awarded herein is **specified below under TIMELINE AND KEY DATES.**

J. Cancellations

Awards, contracts, and extensions may be cancelled for convenience by AEA at any time. In the event of termination for convenience by AEA, the AEA will be responsible only for those items and or services that have been delivered and accepted according to the bid specifications and will not be responsible for any claims for damages, including but not limited to, claims for anticipated or lost profits.

K. Contract Terms

Attachment C is AEA's modified AIA A107 fixed price contract form which specifically outlines the contractual responsibilities of Respondent, including but not limited to insurance and bonding requirements. All responders should thoroughly review this document prior to submitting a Proposal. Any proposed revisions to the terms or language of these documents must be submitted in writing with the respondent's response to this RFP. If submitted or proposed thereafter, such proposed revisions to the terms or language of these documents shall not be considered by the Owner and the respondent's Proposal may be rejected. **A Proposal may be rejected if proposed revisions to any of these documents are unacceptable to the Owner.**

L. Permits and Applicable Law

Respondents shall at their own expense obtain all necessary permits, certifications, and licenses and shall comply with all applicable local, state, and federal laws, ordinances, rules, and regulations necessary to fully execute the requirements stated herein. Respondents shall maintain all such permits, licenses, certifications, and compliances in a current status throughout the course of the contract. Respondents shall submit copies of permits, licenses, and certifications

evidencing proof of the aforementioned immediately upon request of AEA. Respondents shall be in compliance with registration with the Georgia Secretary of State's office as applicable.

M. Non-Collusion

Respondent shall fully certify that it, as individuals or as officials of a business entity, has not entered into any agreement, participated in collusion, or otherwise taken any action in restraint of free and competitive responses to this RFP. Further, Respondent guarantees that its response is not made in conjunction with or on behalf of another party and that it has not been directly or indirectly induced in any manner or taken any action to result in a restriction of trade or in an unfair advantage. Respondent shall include with its Proposal an executed Non-collusion affidavit on the form attached hereto as **Attachment D**.

N. Conflict of Interest

Respondent shall disclose with its proposal the name of any officer, director, or agent who also is an AEA employee or board member. Respondent shall also disclose the name of any AEA employee or board member who owns, directly or indirectly, an interest in five percent or more in the Respondent's company or any of its branches. Respondent shall certify that its response to this RFP is impartial, at arm's-length, and free of any conflict of interest, unfair advantage, or personal benefit to any AEA official.

O. Confidentiality and Non-Disclosure

Information made available to Respondents by AEA shall be used only for purposes related to responding to this RFP and shall not be used for any other purpose without the express written permission of AEA.

A Respondent to this RFP unequivocally agrees to assume responsibility for protecting and safeguarding the confidentiality of AEA records that are not public information.

P. Business License

Respondent shall submit with its proposal, a copy of its valid company business license. If the Respondent is a Georgia corporation, Respondent shall submit a valid county or city business license. If the Respondent is not a Georgia corporation, Respondent shall submit a certificate of authority to transact business in the state of Georgia and a copy of its valid business license issued by its home jurisdiction. If Respondent holds a professional certification which is licensed by the state of Georgia, Respondent shall submit a copy of its valid professional license. Any license submitted in response to this requirement shall be maintained by the Respondent for the duration of the contract. Provision of copy of business license is a mandatory requirement.

Q. Rights Reserved

AEA reserves the right to accept or reject any and/or all parts of responsive proposals received and/or to reject all proposals submitted. AEA reserves the right to award any resulting contract in the manner that is in the best interest of and most advantageous to AEA. AEA reserves the right to waive any technicalities or irregularities in responses received and to award the contract in the most beneficial manner for AEA. The decision of AEA shall be final.

AEA reserves the right to request and negotiate a "best and final" response from Respondents.

R. Taxes

Purchases made by AEA are not subject to federal, state, or local sales tax. A Sales Tax Exemption Certificate will be furnished upon request.

S. Conditional Proposals

Proposals that are conditional and/or in any way qualify or vary the terms of these instructions, conditions, and specifications may be considered non-responsive and disqualified.

T. Respondent Failure

Failure of the successful Respondent to perform contracted services may result in the removal of that Respondent from doing business with AEA for a period of not less than one year.

U. Georgia Open Records Act

Without regard to any designation made by the person or entity making a submission, AEA considers all information submitted in response to this invitation or request to be a public record that may be disclosed upon request pursuant to the Georgia Open Records Act, O.C.G.A. § 50-18-70 et seq., without consulting or contacting the person or entity making the submission, unless a court order is presented with the submission. You may wish to consult an attorney or obtain legal advice prior to making a submission.

V. No Assignment of Award

The successful Respondent may not assign the award or contract to another party without the express written permission of AEA.

W. The Laws of the State of Georgia

This RFP and subsequent agreements are subject to the laws of the State of Georgia.

X. Proposal Duration

Proposals submitted in response to this RFP must be valid for a period of sixty (60) days from proposal submission deadline.

Y. Bid Bond

The GC's Proposal shall be accompanied by a Bid Bond issued by a surety that is satisfactory to the Owner and licensed to do business in the State of Georgia. The Bid Bond shall be in the amount of not less than 5% of the Fixed Price Proposal. The amount stated in the Bid Bond shall be included as an exact dollar figure written in numeric and word form. The Owner shall have the right to retain the Bid Bond of all GCs until either (a) the Agreement has been executed and a satisfactory Payment Bond and Performance Bond have been furnished, or (b) sixty days after Proposal opening, or (c) all Proposals have been rejected. Except as otherwise expressly allowed by law, no Proposal may be withdrawn for a period of sixty days

following the closing time and date for receipt of Proposals, and all Proposals are subject to acceptance by the Owner during said period, and each GC so agrees by submitting a Proposal.

V. TIMELINE AND KEY DATES

In order to assist Respondents, following are the key target dates and events with respect to this RFP process. Such dates are not guaranteed and may change based upon circumstances.

- September 26, 2016: Contract Documents posted to TMS website
- **Request as needed (see below):** Pre-proposal conference / Site Walk-Through
- **October 13, 2016 at 2:00 pm:** Questions due to TMS
- October 17, 2016: Addenda provided
- **October 24, 2016 at 2:00 pm:** Proposals Due
- October 28, 2016: Notice of Award
- December 15, 2016: Substantial Completion

***Site visits will be scheduled as requested. If you would like to visit the site, please email Josh Andrews and he will setup a meeting. josh.andrews@themuseumschool.org**

VI. PROPOSAL SUBMISSION REQUIREMENTS

A. All Proposals shall be signed by an authorized principal of the company. By submitting a Proposal, the Respondent certifies that all information provided in response to this RFP is true and accurate. Failure to provide information required by this RFP could result in rejection of the Proposal.

B. Provide concise, but adequate responses to all listed items in order to give the Selection Committee a complete understanding of the submitting firm. The following items describe in greater detail criteria to be included in the RFP response:

(1) Submittals shall consist of one (1) signed original and three (3) complete copies.

(2) The entire submittal shall be submitted as one file in a .pdf format on one jump drive or CD to aid in the process of sharing the information with the Selection Committee and reducing the requirements for hard copies of the submittal.

(3) Proposals shall be limited to no more than twenty (20) letter-sized, double-sided pages (excluding fixture cut sheets which will not count towards the total number of pages). Proposals shall be put together such that the entire proposal shall be easily recyclable. No binders.

(4) Provide description and list references (current address and telephone number) of projects of similar size and scope in which the firm was the GC.

(5) Sustainability is one of the Core Values of The Museum School. TMS is looking to select GC's with a track record of Sustainable Construction. Describe the firm's Sustainable philosophy and how that has been implemented on other projects. Describe the firm's experience with Sustainable measuring programs such as LEED.

(6) Describe how your firm would encourage participation by local contractors/vendors and Women/Minority Owned Businesses.

(7) A letter of Bondability (not included as one of the 20 pages).

(8) Financial statement, including total annual billings for the past 3 years (not included as one of the 20 pages)

(9) Respondent must include with its Proposal fully executed affidavits of non-collusion, conflicts of interest, and as required for compliance with the applicable provisions of the Illegal Immigration Reform and Enforcement Act of 2011 (not included in the 20 pages).

(10) Provide cut sheets of all proposed LED light fixtures per areas of the project as defined by Exhibit A floor plan diagrams. Feel free to provide alternatives as well, such as retrofitting existing fixtures. Provide integrated fixtures or separate room sensors for daylighting sensors, occupancy sensors, and dimming capabilities.

C. Originals of the Respondent's fixed price proposal shall be submitted in a separate sealed envelope. Include in this envelope one (1) copy of the firm's Financial Statement as described in Section VI.C(8). Clearly label this envelope: "Fixed Price Proposal and Financial Statement."

D. The Respondent's sealed proposal shall be submitted in the following format:

(1) Cover Letter

(2) Firm Overview

a. Provide a full and complete company profile to include, but not limited to Firm name, address of firm headquarters and branch office handling this project as well as related telephone and fax numbers.

b. State how many years in business under the name stated above. Describe firm ownership, structure and history. Include type of legal entity (e.g., corporation, limited liability company, etc.). State or commonwealth of formation (i.e., where incorporated) and year of formation or organization. In case of a joint venture, provide the same information for each partner in the joint venture.

c. List the number of permanent employees and provide an organization chart of the firm. Also, for each management-level employee you intend to assign to the project, include a paragraph which outlines their role and responsibility, past relevant experience with similar type projects.

d. If a joint venture, list each firm, rationale for joint venture, and previous similar experience as a joint venture.

(3) Approach; Scope of Services

Please provide your company's comprehensive and proposed strategy for providing the construction services called for in this RFP. Responses are to be prepared in a straightforward manner, and should describe the Offerors' methodology and system(s) capabilities in a format that is consistent, comprehensible, and appropriate to the purpose. Any features or advantages which are unique to the GC's Proposal, which AEA has not listed in this RFP, should be included.

(4) Firm's Relevant Experience and Expertise

a. Similar Construction History

Briefly describe general contractor project experience that your firm has provided for various clients and projects similar in size and complexity to AEA and the project that is subject of this RFP, within the last three (3) years.

Include the following information for each description:

Client Information: Name of owner, type of entity (hospital, K-12 schools, university, office building, etc.), and location (city, state). Service Dates: Year services started/ended.

Detailed Listing of Services Provided: Type of services, etc. Comments: Comment on any special features, services, conditions, etc.

References: Provide the names and contact phone numbers of the current clients, preferably clients comparable to AEA, for whom the Offeror is providing or has provided similar services as requested in this RFP.

(5) Financial Information:

a. The Firm's financial capability is to be expressed in the financial statement (audited financial information current within the past twelve months, such as a balance sheet and statement of operations) and should indicate the resources and the necessary working capital to assure financial stability through the completion of the project. A certified audit is preferred; however, the firm's most recent tax return and balance sheet will be accepted.

The financial statement can be labeled Confidential. Disclose any material changes in the business operations of the Firm, including without limitation any pending bankruptcy proceedings, bankruptcies, receiverships, mergers, acquisitions, stock acquisitions or spin-offs which have occurred within the last three (3) years and any material, pending, or threatened litigation. If appropriate, discuss the impact of these changes on the Firm's financial or managerial ability to perform the noted tasks under this Contract. Provide the name, title, address and phone number of the financial officer of the Firm responsible for providing this information.

All Offeror's shall certify and provide a statement that they are financially stable and have the necessary resources, human and financial, to provide the services at the level required by AEA.

b. Provide two bank references including bank names, addresses, bank contacts and telephone numbers.

c. Provide a compliance letter from a bonding company indicating the bonding company's A.M. Best financial rating and whether the bonding company will provide separate Payment and Performance Bonds, each in the amount of 100% of the Contract Price, on the exact form provided by the Owner for your services as GC. **Failure to include this form may serve as grounds for non-consideration of the entire RFP response.**

(6) Litigation Information:

a. Describe any claims, mediation, litigation, arbitration or other form of dispute resolution filed by or against your company (and, in the case of a joint venture, by or against any partner in the joint venture) in the past five (5) years, including case name, number, location of court or arbitration. If there are no claims, mediation, litigation, arbitration or other form of dispute resolution filed by or against your company (and, in the case of a joint venture, by or against any partner in the joint venture) in the past five (5) years, please include a statement that the Firm has no claims, mediation, litigation, arbitration or other form of dispute resolution.

This list shall also disclose any failure or failures to complete a contract, or contracts, and any instances of having defaulted or having been declared to be in default, on any contract or contracts, and any penalties imposed by reason of any contract undertaken and determined to be in noncompliance with pertinent statutes within the past five (5) years, and all such items shall be explained in detail, including without limitation, identification of the project by name and the name, address and telephone number of the owner of each such project. If there is no failure or failures to complete a contract, please include a statement that the Firm has never failed to complete a contract or contracts or have defaulted or have been declared in default on any contract.

b. Include a statement as to whether or not the Firm (and in the case of a joint venture, each of the partners in the joint venture) or any of its officers has within the two (2) years prior to the date of application been convicted or entered a guilty plea (or plea of nolo contendere) in any court for a violation of any state or federal statute concerning competitive bidding or competitive proposals or the restraint of trade.

c. Identify and briefly discuss any instances in the past five (5) years where your contract was terminated, with or without cause. Provide Owner name, project name and Owner Project Representative Name and Number. For joint ventures responding to this RFP, provide the above information as it pertains, to the joint venture and for each partner or entity creating said joint venture.

(7) Acceptance of Owner's Form of Contract

Respondent shall indicate its willingness to execute the Contract included in this RFP without modification. Any proposed revisions to the terms or language of these documents must be submitted in writing with the Contractor's response to the RFP. If submitted or proposed thereafter, such proposed revisions to the terms or language of these documents shall not be considered by the Owner and the Contractor's Proposal may be rejected. A Proposal may be rejected if proposed revisions to any of these documents are unacceptable to the Owner.

(8) Proposed Fixed Price - Include in a separate sealed envelope

Using the proposal form attached hereto as **Attachment E**, indicate your proposed Fixed Price for the services and Work as required by the RFP Documents and the Owner's proposed Contract Documents. The Fixed Price you propose is the lump sum amount that you propose to insert as the Contract Price in the Contract Documents. Indicate any breakdown of the proposed Fixed Price required by the Owner's proposal form. Indicate any alternates to the proposed Fixed Price required by the Owner's proposal form.

All blanks on Owner's proposal form shall be filled in, and shall be filled in by computer/typewriter or manually and legibly, in ink. Where so indicated on the Owner's form, amounts and sums shall be expressed in both words and numerals, and in case of discrepancy between the two, the amount or sum written in words shall govern. Interlineations, alterations and erasures must be initialed by the signer of the Proposal.

Respondent must include full acknowledgement of receipt of all issued addenda related to this RFP.

VII. EVALUATION AND AWARD OF CONTRACT

A. Subject to the Owner's right to reject any or all Proposals, it is the intent of the Owner to award a contract, at the sole option of the Owner, in due course and after a reasonable Proposal evaluation period, on a fixed price basis, to the responsible and responsive GC whose Proposal is determined to be the most advantageous to the Owner, provided that the Proposal otherwise fulfills the requirements of the RFP Documents. The Owner shall have the right to waive informalities or irregularities in a Proposal received and to accept the Proposal that, in the Owner's judgment, is in the Owner's best interest. Proposals will be evaluated on a combination of factors. These factors, and their relative importance, are:

- 1. Firm Overview (10%)**
- 2. Approach (15%)**
- 3. Firm experience, expertise, and experience with Owner (25%)**
- 4. Financial information (10%)**
- 5. Litigation/conviction/termination history (5%)**
- 6. Acceptance of Owner's Form of Contract (5%)**
- 7. Proposed Fixed Price (30%)**

B. Selection Process: A Selection Committee will perform Proposal evaluations and, following completion of the evaluations and subject to AEA's right to reject any or all Proposals, the responsible and responsive Contractor whose Proposal is determined to be the most

advantageous to AEA will be selected to perform the services. The Selection Committee shall be comprised of members of the TMS Board of Directors and Facility Committee.

The Selection Committee will evaluate the Proposals based upon consideration of the demonstrated qualifications and capabilities of the GC based on the evaluation factors identified in Section VII.A and their relative weight.

GCs submitting a Proposal may be afforded an opportunity for discussion, negotiation and revision of Proposals for the purpose of obtaining best and final offers. In the event AEA deems it necessary or appropriate, all responsible GCs found by the AEA to have submitted Proposals reasonably susceptible of being selected for award shall be given an opportunity to participate in such discussions, negotiations and revisions.

The Owner reserves the right to reject any or all Proposals, before or after opening, for any reason whatsoever including, but not limited to, any failure of any Proposal to be accompanied by information or data required by the RFP Documents, any incompleteness or irregularity of any Proposal received, any evidence of collusion with the intent to defraud or other illegal practices on the part of the Offeror, or failure to comply with the requirements of the RFP Documents. The Owner also reserves the right to waive any technicalities or informalities, and to award the Contract in the best interests of the Owner.

End of Document