

JOHN COOPER, MAYOR

DEPARTMENT OF FINANCE

**METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY**

4/9/2021 | 5:33 PM CDT

Jonathan Holmes
Messer Construction Co.
230 Great Circle Road Ste. 218
Nashville TN 37228

Re: **RFQ # 105215, Emergency Communications Center Design Build for Interior Renovations**

Dear Mr. Holmes:

The Metropolitan Government of Nashville and Davidson County (Metro) has completed the evaluation of submitted solicitation offer(s) to the above RFQ # 105215 for Emergency Communications Center Design Build for Interior Renovations. This letter hereby notifies you of Metro's intent to award to Messer Construction Co., contingent upon successful contract negotiations. Please provide a certificate of Insurance indicating all applicable coverages within 15 business days of the receipt of this letter.

If the Equal Business Opportunity (EBO) Program requirements were a part of this solicitation, the awardee must forward a signed copy of the "Letter of Intent to Perform as Subcontractor/Subconsultant/Supplier/Joint Venture" for any minority/women-owned business enterprises included in the response to the Business Assistance Office within two business days from this notification.

Additionally, the awardee will be required to submit evidence of participation of and contractor's payment to all Small, Minority, and Women Owned Businesses participation in any resultant contract. This evidence shall be submitted monthly and include copies of subcontracts or purchase orders, the Prime Contractor's Application for Payment, or invoices, and cancelled checks or other supporting payment documents. Should you have any questions concerning this requirement, please contact Jeremy Frye, BAO Representative, at 615-862-6638 or at jeremy.frye@nashville.gov.

Depending on the file sizes, the responses to the procurement solicitation and supporting award documentation can be made available either by email, CD for pickup, or in person for inspection. If you desire to receive or review the documentation or have any questions, please contact Christina Alexander by email at christina.alexander@nashville.gov Monday through Friday between 8:30am and 3:30pm.

Thank you for participating in Metro's competitive procurement process.

Sincerely,

Michelle A. Hernandez Lane

Michelle A. Hernandez Lane
Purchasing Agent

Cc: Solicitation File, Other Offerors

Pursuant to M.C.L. 4.36.010 Authority to resolve protested solicitations and awards.

A. Right to Protest. Any actual or prospective bidder, offeror or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the Purchasing Agent. The protest shall be submitted in writing within ten (10) days after such aggrieved person knows or should have known of the facts giving rise thereto.

Procurement Division

730 Second Avenue South, Suite 112
P.O. Box 196300
Nashville, Tennessee 37219-6300

www.Nashville.gov
Phone: 615-862-6180
Fax: 615-862-6179

RFQ 105215 ECC Design Build for Interior Renovations

Evaluation Committee Score Sheet

Offeror	Messer Construction Co	Dowdle Construction Group LLC	Rock City Construction LLC	Orion Building Corporation
Contract Acceptance	Yes	Yes	Yes	
Cost (40)	38.49	40.00	39.41	Non-Responsive
Experience and Qualifications (30)	28.00	26.00	27.00	
General Management Plan (30)	28.00	24.00	25.00	
Total Evaluation Scores	94.49	90.00	91.41	0.00

Evaluation Comments

Messer Construction Co
Strengths
Firm's proposal demonstrated firm's experience working on Metro Public Safety projects and Emergency Critical Facilities. Firm's proposal demonstrated firm's understanding of the potential project risks and challenges. Firm provided a detailed mitigation plan for risks and challenges. Firm provided a detailed action plan for dispatch console. Firm's proposal demonstrated and provided all other required information with the exception of the weaknesses noted below.
Weaknesses
Three of the firm's reference projects were over the Metro allowed 10% budget. Firm failed to provide resumes for 2 of the noted key team members listed. Firm's proposal failed to address punch list management.

Dowdle Construction Group LLC

Strengths

Firm's proposal demonstrated and provided all other required information with the exception of the weaknesses noted below.

Weaknesses

Firm's organizational chart lacked detail, identification of project superintendent was unclear. Firm's proposal failed to demonstrate firm's years of experience in safety facilities. Firm's limited experience in safety facility projects and over budget projects. Firm's proposal failed to demonstrate mission critical public safety plan experience. Firm's proposal general management plan lacked detail for potential challenges/risks and counter-measures. Firm's proposal failed to address project related activities that could cause challenges.

Rock City Construction LLC

Strengths

Firm provided a detailed organizational chart. Firm provided a detailed project schedule. Firm's proposal demonstrated and provided all other required information with the exception of the weaknesses noted below.

Weaknesses

Firm's proposal demonstrated limited mission critical public safety experience. Firm's provided reference projects lacked detail, timelines and budgets lacked detail. Three of the five reference projects were not of similar size, scope and complexity. Firm failed to provide resumes for all noted key team members listed. Firm's general management plan lacked detail for key activities and challenges/risks and counter-measures. Firm's proposed timeline lacked detail.

Orion Building Corporation

Strengths

N/A

Weaknesses

Deemed non-responsive due to failure to provide required documents for the Equal Business Opportunity program as listed within the solicitation

Enter Solicitation Title & Number Below		
ECC Design/Build for Interior Renovation; RFQ# 105215		
		40
Offeror's Name	Bids	RFP Cost Points
Dowdle Construction Group LLC	\$2,575,900.00	40.00
Rock City Construction LLC	\$2,614,688.00	39.41
Messer Construction Co.	\$2,677,119.00	38.49

Orion Building Corporation deemed non-responsive for failure to provide EBO documents as required in solicitation.

BAO Small Business Assessment Sheet

BAO Specialist: Jeremy Frye

Contract Specialist: Christina Alexander

Date: 3/30/2021

Department Name: General Services

RFQ#: 105215

Project Name: Emergency Communications Center Design Build for Interior Renovations (Design Only)

Primary Contractor*	Prime Bid Amount	Total Proposed SBE (\$)	Acknowledged SBE Requirement ?	SBE (%)	Comments
Messer Construction Co.	\$ 275,846.00	\$ 51,425.00	Yes	19%	The prime is not an approved SBE and acknowledged the 15% SBE/SDV requirement over the life of the contract. Proposed the utilization of the following SBEs: Melvin Gill Architects \$15,925/5.77%, Barge Cauthen \$14,500/5.26%, Compass Partners \$12,200/4.42%, and Logan Patri Engineering \$8,800/3.19%.



Statement of M/WBE Utilization

Proposer's/Firm's Name: Messer/TMPartners	Proposer's Phone #: 615-523-5261
Solicitation Title: Emergency Communications Center Design Build for Interior Renovations (Design Only)	Proposer's Email Address: jearwood@tmpartners.com
Solicitation #: 105215	Amount Self-performed : \$124,875
Proposer's/Firm's Ownership: Non-M/WBE	Total Bid Amount: 275,846
Proposed EBO Goal (%) : 8.96 MBE% 9.5 WBE%	EBO Goal Met? (Y/N) YES

The following MWBE* subcontractor(s)/supplier(s) will be utilized for the performance of this project:

				Certificate	* MBE/WBE	Code #		MBE/WBE	Percent
				Type	Group Type *	UNSPS/NAICS	Description of Work	Dollars (\$)	of Total Contract
MBE/WBE Firm Name	MBE/WBE Firm Address	Phone/E-Mail		(MBE or WBE)					
1 Melvin Gill Architects	1821 Ed Temple Blvd, Nashville, 37208	615-242-4455/melvingill@comcas	+	MBE	1	541310	architectural and interior design construction adminis	\$15,925	5.77
2 DF&H Services	PO Box 120371, Nashville 37212	615-390-6131/angela@dfhservice	+	WBE	1	541330	mechanical, plumbing, electrical construction adminis	\$14,000	5.08
3 Compass Partners	8205 Maryland Lane, Brentwood, TN 37027	615-429-1783/bridget@compassp	+	WBE	1	72130000	cost estimating	\$12,200	4.42
4 Logan Patri Engineering	630 Southgate Avenue, Suite C, Nashville, TN 37203	615-726-2902/rpatri@loganpatrie	+	MBE	1	81100000	structural engineering	\$8,800	3.19
5				Select	Select				
6				Select	Select				
7				Select	Select				

I am the duly authorized representative and certify the facts and representations contained in this form and supporting documents are true and correct.

Authorized Representative (Printed Name/Title/Signature)

Jeffery A Earwood/Principal

Digitally signed by Jeffery Earwood
DN: C=US,
E=jearwood@tmpartners.com,
CN=Jeffery Earwood
Date: 2021.02.15 14:30:22-06'00'

Date

02/15/2021

*Note: MWBE is defined as business enterprise maintaining a significant business presence in the Program Area & performing a commercial useful function that is owned by one or more of the following: (1) African Americans (2) Native Americans, (3) Hispanic Americans, (4) Asian Americans, and (5) Women.

Has Prime Complied with EBO Goal?	YES	For Internal Office Use ONLY	BAO Only
		<i>If No, Good Faith Efforts Met?</i>	

BAO Representative: Jeremy Frye

Date: 03/29/21

Total MBE Subcontracting	8.96	%	\$ 24,725
Total WBE Subcontracting	9.5	%	\$ 26,200
Total MBE/WBE Participation:	18.46	%	\$ 50,925

Certificate Of Completion

Envelope Id: 2FFB3E37A7914083A2B95E5F7A7C373D

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Procurement Resource Group

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Nashville, TN 37219

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prg@nashville.gov

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Michelle A. Hernandez Lane

michelle.lane@nashville.gov

Chief Procurement Officer/Purchasing Agent
Metro

Security Level: Email, Account Authentication
(None)

Michelle A. Hernandez Lane

Signature Adoption: Pre-selected Style
Using IP Address: 170.190.198.185

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Electronic Record and Signature Disclosure:

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Signature

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Intermediary Delivery Events

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Status

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Christina Alexander

christina.alexander@nashville.gov

Security Level: Email, Account Authentication
(None)

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Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent

Hashed/Encrypted

4/5/2021 8:36:07 AM

Certified Delivered

Security Checked

4/5/2021 11:51:22 AM

Signing Complete

Security Checked

4/9/2021 5:33:31 PM

Completed

Security Checked

4/9/2021 5:33:32 PM

Payment Events

Status

Timestamps

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