REQUEST FOR PROPOSALS

TOWN OF STANTON
STANTON, TENNESSEE

CONSTRUCTION MANAGER AS CONSTRUCTOR SERVICES WITH GUARANTEED MAXIMUM PRICE (GMP)

RFP No.:	2026-04
RFP Date:	October 28, 2026
Project Name:	Stanton Main Street Reconstruction Project
Proposal Deadline:	Thursday, November 12, 2026, at 2:00 p.m. CST
Project Location:	Main Street, Stanton, Tennessee 38069

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1. ANNOUNCEMENT

A. The Town of Stanton, Tennessee, invites proposals from qualified Construction Managers (CMs) to provide Construction Manager as Constructor (CMc) with Guaranteed Maximum Price (GMP) services for the **Stanton Main Street Reconstruction Project**, including preconstruction and construction phases.

B. The Request for Proposals (RFP) is available at ww.StantonTN.gov/RFP-Bids/.

C. Sealed proposals must be received by **Thursday, November 12, 2026, at 2:00 p.m. CST**. Late proposals will not be accepted. Proposals will be publicly opened at the deadline, with a selection recommendation anticipated for consideration by the Board of Mayor and Aldermen on **November 17, 2026**.

D. Proposals shall be submitted in an envelope which clearly states:

PROPOSAL
CONSTRUCTION MANAGER AS CONSTRUCTOR SERVICES
STANTON MAIN STREET RECONSTRUCTION PROJECT.

The envelope shall display contractor license number, classification, and expiration date as required by Tennessee Code Annotated § 62-6-119. See Section 2(B) for submission requirements.

E. Proposers must meet the qualifications established in this RFP, including relevant CMc experience, bonding capacity, required insurance coverage, and qualified project management and field personnel.

F. Questions concerning this RFP shall be directed to:

Mayor Norman Bauer, Jr.
norman.bauer@stantontn.gov
(731) 548 – 2565, Ext. 105

G. **Ethics and Compliance.** This solicitation and any resulting contract are subject to applicable federal, state, and local laws governing conflicts of interest, bribery, gratuities, kickbacks, collusion, and procurement ethics.

H. **Reservation of Rights.** The Town reserves the right to reject any or all proposals, waive minor irregularities where permitted by law, request additional information, or cancel or reissue this solicitation. The Town is not obligated to award a contract or reimburse proposal preparation costs. Any award is subject to applicable law and Board of Mayor and Aldermen approval.

2. INSTRUCTIONS TO PROPOSERS

A. Proposal Preparation

Submit a complete, organized response addressing every requirement. Clearly identify exceptions. Proposal preparation costs are the proposer's responsibility.

B. Submission of Proposal

Submit two (2) printed copies and one (1) digital copy (USB flash drive) together in a sealed envelope marked:

PROPOSAL

CONSTRUCTION MANAGER AS CONSTRUCTOR SERVICES
STANTON MAIN STREET RECONSTRUCTION PROJECT.

The envelope shall display contractor license number, classification, and expiration date as required by applicable Tennessee law.

Proposals must be received by **Thursday, November 12, 2026, at 2:00 p.m. CST**, at:

Town of Stanton
Attn: Twilla Moss, Town Recorder
8 Main Street, P.O. Box 97
Stanton, TN 38069

Physical deliveries shall be made to 8 Main Street. **Late proposals will not be considered.** Proposals received by the deadline will be publicly **opened at 2:00 p.m. CST on November 12, 2026**, at Stanton Town Hall.

The opening will acknowledge receipt; it will not constitute a determination of ranking or award. After evaluation under the published criteria, the Town anticipates presenting a selection recommendation to the Board of Mayor and Aldermen at its **November 17, 2026** meeting.

Selection will not be based solely on the lowest proposed fee unless applicable law requires that approach (see section 10). No award is effective until authorized and a written contract is executed. Services shall commence only upon the Town's written Notice to Proceed. The construction GMP and construction-phase Notice to Proceed, if separate, require subsequent Town approval under the contract.

C. Form of Agreement

The Town anticipates AIA A133-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor, Cost of the Work Plus a Fee with a GMP, supplemented by Town-specific terms for competitive bidding, approval rights, financial controls, audit, reporting, bonding, insurance and closeout. Final terms require Town approval.

D. Bonding and Insurance

Provide evidence of bonding capacity and performance and payment bonds at 100% of the approved GMP, subject to applicable law. Maintain general liability, automobile liability, workers' compensation, employer's liability and professional liability where applicable. Final limits and additional-insured requirements will be in the agreement.

1. The selected CM as Constructor shall furnish a Payment and Performance Bond, in an amount equal to 100% of the Guaranteed Maximum Price as surety for the faithful performance of this contract. Bonds shall be kept in force for the duration of the contract; and, in compliance with Tennessee Code Annotated. All Contractors will be required to provide Performance and Payment bonds for the full amount of the bid.

2. Existence of insurance required hereunder shall be established by the furnishing of a Certificate of Insurance issued by insurers duly licensed within the State of Tennessee. Insurance shall be in force on the date of execution of the Contract and continued for a period equal to the duration of the project.

3. Insurance shall include coverage as stated in the AIA Document A133-2019 Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price.

4. CM as Constructor shall hold harmless and indemnify the Owner, the Architect, and other design consultants against all claims, suits, actions, costs, council fees, expenses, damages and/or judgement in decrees by reason of persons or property being damaged or injured by the CM as Constructor or any of the CM as Constructor's employees/subcontractors in any capacity during the progress of the work, whether by negligence or otherwise.

5. All contracts for construction will be between the CM as Constructor and the successful bidding Subcontractors.

6. CM as Constructor shall maintain Professional Liability Insurance with minimum coverage as stated in the AIA Document A133-2019 Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price.

E. Late Proposal, Modification, or Withdrawal

1. Proposals received after the designated date will not be accepted.

2. Proposals may be modified or withdrawn by written notice received prior to deadline for receipt of the RFP. A proposal also may be withdrawn in person by a respondent or his authorized representative, provided his identity is made known and he signs a receipt for the proposal, but only if the withdrawal is made prior to the deadline set for receipt of the RFP.

F. Legal Compliance

Comply with applicable federal, state and local laws, building codes and procurement requirements. Town counsel shall confirm authority and procedures for the proposed CMc/GMP method before award.

3. PROJECT DESCRIPTION

The project involves redevelopment of Town-owned Main Street lots as part of Stanton's downtown revitalization. Preliminary plans include approximately six connected, two-story building sections, each measuring 25 feet by 70 feet, for municipal offices, meeting facilities, community spaces, and related uses.

Construction may include foundations, structural systems, roofing, building systems, utilities, accessibility, and site improvements. Approximately $3 million has been identified as a preliminary capital allocation, not a final construction budget or GMP. Final scope, funding, and schedule remain subject to design and Town approval.

TENTATIVE PROJECT SCHEDULE

Activity	Anticipated Date
RFP Advertisement	October 27, 2026
Proposal Deadline	November 12, 2026 at 2:00pm
RFP Sealed Bid Opening	November 12, 2026 at 2:00pm
Selection / Board Approval	November 17, 2026
Contract Execution / Preconstruction	November 27, 2026 (Estimate)

Design Coordination / Bidding / GMP	To Be Established
Construction / Substantial Completion	To Be Established
Final Completion	To Be Established

The CM shall maintain a detailed critical-path schedule, milestones and updates.

4. GOALS FOR THE CONSTRUCTION MANAGER

- Provide experienced and accountable project leadership
- Coordinate the Town, architect, engineers, consultants and subcontractors
- Identify design conflicts, constructability concerns and schedule risks early
- Provide reliable estimates, value engineering and budget controls
- Administer transparent, legally compliant competitive bidding
- Manage subcontractors, safety, quality and construction schedules
- Maintain complete procurement, financial and construction records
- Report regularly and promptly elevate decisions and risks to the Town
- Complete the project in accordance with approved plans, codes and contractual requirements

5. CM AS CONSTRUCTOR DEFINITION AND RESPONSIBILITIES

The CMc shall be a licensed, financially capable construction organization with qualified staff, bonding and insurance. The CMc shall provide preconstruction advice, design coordination, estimating, scheduling, competitive trade procurement, subcontracting, construction management and supervision, and performance through closeout. The CMc shall assume contractual construction delivery responsibilities under the approved GMP, subject only to authorized adjustments. No change to scope, GMP, schedule or Town obligations may be made without required written Town approval.

6. CONSTRUCTION MANAGER QUALIFICATIONS

A. Licensing

Hold a current Tennessee contractor license with suitable classification and monetary limit.

B. Experience

Demonstrate comparable CMc projects; municipal, public-building and downtown redevelopment experience is preferred.

C. Project Manager

Identify the assigned manager, preferably with at least five years of relevant experience, responsible for coordination, finances, scheduling and administration.

D. Superintendent

Provide an experienced, dedicated superintendent with full-time on-site presence during active construction.

E. Financial Capacity

Demonstrate financial stability and capacity for 100% performance and payment bonding.

F. Procurement

Show experience preparing trade packages, obtaining bids, analyzing bids and administering subcontracts.

G. Cost and Schedule

Demonstrate estimating, value engineering, life-cycle analysis and critical-path scheduling.

H. Past Performance

Document completed projects, cost and schedule results, claims, significant delays and terminations.

7. PRECONSTRUCTION PHASE SERVICES

A. Design Coordination

1. Attend planning and design meetings with Town, architect, engineers and consultants
2. Review constructability, coordination, cost and schedule
3. Identify architectural, structural and MEP conflicts
4. Recommend systems, materials and sequencing
5. Maintain design issue and decision logs
6. Review schematic design, design development, 50% and 90% construction documents where applicable
7. Assist Town evaluation of design alternatives

Licensed professionals remain responsible for their professional services.

B. Cost Estimating and Value Engineering

1. Prepare estimates at established design milestones
2. Compare costs with approved funding
3. Identify savings without compromising required quality
4. Evaluate life-cycle and maintenance costs
5. Warn promptly of projected overruns
6. Provide written cost reports

C. Scheduling

1. Develop and maintain critical-path schedule
2. Coordinate design, permits, procurement, delivery and construction
3. Identify long-lead items and phasing
4. Recommend delay mitigation

D. Competitive Construction Bidding

1. Develop trade packages and coordinate bidding documents
2. Advertise or solicit bids as required by applicable law
3. Conduct pre-bid conferences and documented bid openings
4. Receive, log and preserve all bids
5. Prepare bid tabulations and responsiveness/qualification analyses
6. Recommend subcontract awards in writing
7. Obtain required Town approvals before subcontract execution
8. Preserve complete procurement records and ensure fair competition

The Town shall have access to bids, bid tabs, procurement correspondence and subcontract records. Any self-performance or affiliated-entity work requires disclosure, applicable competitive procedures and Town approval.

E. GMP Proposal

Submit a detailed open-book GMP proposal separating trade costs, general conditions, CM fees, allowances, contingencies, insurance/bonding, alternates, schedule, assumptions, exclusions and unresolved scope. Provide supporting bids and estimates. No GMP becomes binding before formal Town approval and contract amendment. The contract shall specify contingency control, savings disposition, overruns and permitted adjustments.

8. CONSTRUCTION PHASE SERVICES

A. Supervision

1. Provide full-time on-site superintendent during active construction
2. Coordinate trades, deliveries, equipment and temporary facilities
3. Keep daily logs and progress photos
4. Monitor quality and contract compliance
5. Coordinate testing and inspections
6. Maintain schedule and address conflicts
7. Administer safety responsibilities under the agreement
8. Track and correct deficiencies

B. Meetings

Conduct construction progress meetings at least biweekly, unless otherwise approved. Include Town, architect, engineers and relevant trades. Distribute minutes with decisions, action owners and deadlines.

C. Financial Management

Maintain GMP, subcontract values, committed and actual costs, approved/pending change orders, contingencies, payments, balances and forecast final costs. Provide monthly financial reports and prompt written notice of financial risks.

D. Change Orders

Assess scope, necessity, price, schedule impact and contract basis. Changes affecting GMP, scope or completion dates require prior written Town approval, except emergency protective measures expressly authorized by contract. Maintain a change-order log and supporting documentation.

E. Payment Applications

Submit documented payment applications with schedules of values, progress evidence and subcontractor payment information for architect review when required and Town approval.

F. Reporting

Provide weekly progress updates and comprehensive monthly reports covering progress, updated schedule, budget, change orders, trade performance, design issues, risks, decisions required, photographs and upcoming work. Attend Board meetings when requested.

G. Records and Audit

Maintain complete construction, bidding, subcontract, change-order, payment and contingency records. Permit the Town and authorized representatives reasonable inspection and audit of records supporting charges to the Town, pursuant to final contract terms.

H. Closeout

1. Coordinate substantial-completion and final inspections
2. Prepare and finish punch lists
3. Obtain occupancy approvals
4. Deliver warranties and guarantees
5. Provide O&M manuals and record/as-built information
6. Train Town staff

7. Resolve deficiencies and reconcile final accounts
8. Submit final electronic closeout package
9. Administer applicable warranty obligations

9. INSTRUCTIONS FOR RFP RESPONSE

Section 1. Firm Identification

A. Please provide the following information about your firm:

- **Name**
- **Address**
- **City/State/Zip**
- **Telephone Number**
- **Principal-In-Charge Name**
- **Principal-In-Charge Email Address**
- **Designated Contact Name**
- **Designated Contact Email Address**
- **Type of Organization**
  - Sole Proprietorship
  - Professional Corporation/Association
  - Corporation
  - Partnership
  - Limited Liability Corporation (LLC)
  - Joint Venture*
  - Other*

  If Joint Venture or Other provide details
- **Number of years firm has been in business**
- **Location of any branch offices**
- **Tennessee Contractor License Number**
- **Contractor License Classification(s)**
- **Contractor License Expiration Date**
- **Contractor License Monetary Limit**

B. Provide a firm organization chart including the names of all officers, as well as a list of the firm's total number of employees categorized by skill group or department (i.e., cost control, scheduling, superintendents, etc.)

C. Indicate whether outside consultants are utilized to perform any of your CM services. If outside consultants are utilized, list the firms and services they will provide on your behalf. See Firm Identification in Section (A) above.

D. Provide a copy of the firm's Contractor License as issued by the Tennessee Board for Licensing Contractors.

E. Identify the individual authorized to submit proposals, negotiate contractual terms, and execute agreements on behalf of the firm.

- **Name**
- **Title**
- **Email Address**
- **Telephone Number**

Section 2. Firm Background

History, management structure, operating philosophy, financial capacity and CMc experience.

Section 3. Construction Management Experience

Provide the following information on completed projects of a comparable nature over the past ten (10) years. (Maximum of ten projects).

- **Name of Project**
- **Location by city and state**
- **Brief description of the project**
- **Construction cost and year project was completed**
- **Project Manager and Superintendent Name**
- **Name of owner's representative with address and telephone number**
- **Names and addresses of architects, consultants, and general trades contractor for project**

Section 4. Ability to Complete Projects Within Budget & On Time

Choose not more than five projects listed above, that are most similar to this project and provide the following additional information:

- *Owner's Initial Construction Budget*
- *CM's Final Construction Estimate*
- *Total Number of Bid Packages*
- *Total Project Cost (Contracts and Purchase Orders)*
- *CM scheduled months for construction activities*

- *Actual months for construction activities*
- *Other demonstrated ability to procure quality contractors, maximum productivity and workmanship within budget and schedule guidelines*

Section 5. Proposed Team

Please provide the following information regarding your proposed project team organization for this project:

A. Organization chart, identifying all project staff members by project titles, and showing how each interacts with other staff members assigned to this project. Specifically include principal-in-charge, and project manager.

B. Explain how you plan to provide back-up staffing to ensure continuity if key staff members leave the project.

Section 6. Management Approach

A. Describe your in-house capabilities in the following areas:

- *Cost Estimating*
- *Value Engineering*
- *Life Cycle Cost Analysis*
- *Energy Conservation and Energy Budgeting*
- *Building Systems*
- *Specification Writing / Coordination Experience*

B. Discuss your plans for fulfilling the requirements for construction management as constructor services during the pre-construction phases of this project.

C. Discuss your plans for fulfilling the requirements for construction management as constructor services during the bid and construction phases of this project.

D. Describe your proposed method of scheduling and phasing for this project.

E. Describe the estimating and cost control methods you propose to utilize on this project.

F. Discuss your methods of value engineering and life cycle costing for architectural and mechanical/electrical work on this project.

Section 7. References

List not more than ten (10) client references of similar projects. Provide Owner name, contact name, address and telephone number.

Section 8. Summary Sheet

Provide a summary statement, of not more than one page, which summarizes the reasons you feel your firm is best qualified for this project.

Section 9. Claims and Conflicts

Relevant litigation, arbitration, terminations, claims and potential conflicts.

Section 10. Fee Proposal

Fixed preconstruction fee preferred; construction CM fee, general conditions pricing, reimbursables, hourly rates, staffing assumptions and exclusions. Separate CM compensation from direct work.

Section 11. Certifications

Applicable drug-free workplace, non-boycott of Israel, Iran Divestment Act and other required forms; attach legally reviewed forms before issue.

Section 12. Certification

Authorized signatory certifies accuracy and capacity.

Firm Name: _____

Principal-In-Charge: _____

Signature: _____

Date: _____

10. PROPOSAL EVALUATION AND SELECTION

Subject to counsel confirmation of applicable procurement requirements, the proposed evaluation criteria are:

Criteria	Points
Firm Qualifications and Financial Capacity	____ / 15
Related Project Experience	____ / 20
Demonstrated Ability to Achieve On-Time and Within Budget	____ / 10
Qualifications of Proposed Project Team	____ / 10
Understanding of Required Services (Design Coordination and Preconstruction)	____ / 10
Competitive Bidding and GMP Development Approach	____ / 10
Construction Management and Project Oversight	____ / 10
Proposed Fees	____ / 15
TOTAL	**____ / 100**

The Town may interview, clarify, check references and negotiate as permitted by law. No award is binding until formally approved and executed.

11. OWNER AUTHORITY AND PROJECT GOVERNANCE

The CM shall coordinate directly with the Town's designated representative. The Town retains approval over project scope, budget, GMP, material changes, subcontract awards where required, payments, contract amendments, completion acceptance and other legally reserved decisions. The CM shall not obligate the Town beyond authority in the executed agreement.

12. CONFLICTS OF INTEREST AND ETHICS

This Request for Proposals and any resulting contract shall be subject to all applicable federal, state, and local laws, regulations, and ordinances, including those prohibiting conflicts of interest, bribery, gratuities, kickbacks, collusion, and other improper or unethical practices.

Proposers shall disclose any actual or potential conflicts of interest involving the Town, its elected officials or employees, architects, engineers, subcontractors, suppliers, or other parties associated with the project. No proposer or selected Construction Manager shall offer, solicit, accept, or receive any improper or undisclosed commissions, rebates, referral fees, gratuities, or other financial benefits in connection with the project.

Any proposed self-performed construction work or work performed by an affiliated entity shall be fully disclosed and shall require prior written approval from the Town, subject to applicable competitive bidding and procurement requirements.

The Construction Manager shall maintain complete and accurate procurement records demonstrating fair competition, transparency, and compliance with applicable laws. These ethical obligations shall apply throughout the solicitation, selection, contracting, and performance of the project.

13. RESERVATION OF RIGHTS

The Town may reject proposals, waive non-material irregularities as permitted, request information, interview, verify references, negotiate where permitted, modify scope, cancel or reissue, or decline award. Issuing this RFP creates no obligation to contract or reimburse proposal costs.

14. CONTRACT AWARD AND NOTICE TO PROCEED

The successful firm shall execute AIA A133-2019 as modified for the project. The final agreement will govern scope, compensation, GMP, bidding, insurance, bonds, reporting, audit, dispute resolution, termination and closeout. Construction shall not begin before required Town approvals and written notice to proceed.

ATTACHMENT A -
DRUG-FREE WORKPLACE AFFIDAVIT

The undersigned, principal officer, of _____, an employer of five (5) or more employees contracting with, the Town of Stanton, Tennessee government to provide construction services, hereby states under oath as follows:

1. The undersigned is a principal officer of _____ (hereinafter referred to as the "Company") and is duly authorized to execute this Affidavit on behalf of the Company.

2. The Company submits this Affidavit pursuant to T.C.A. § 50-9-113, which requires each employer with no less than five (5) employees receiving pay who contracts with the state or any local government to provide construction services to submit an affidavit stating that such employer has a drug-free workplace program that complies with Title 50, Chapter 9, of the T.C.A.

3. The Company is in compliance with T.C.A. § 50-9-113.

Further affiant saith not.

Principal Officer

_____ _____

Printed Name & Title Signature

STATE OF: _____

COUNTY OF: _____

Before me personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the foregoing affidavit for the purposes therein contained.

Witness my hand and seal at office this _____ day of _____, 2026 .

_____

Notary Public

My commission expires: _____

ATTACHMENT B -
NON-BOYCOTT OF ISRAEL CERTIFICATION

The undersigned, principal officer of _____ (herein referred to as the "Company"), certifies that the Company is not currently engage in, and will not for the duration of the contract engage in, a boycott of Israel as defined by Tennessee Code Annotated (T.C.A.) § 12-4-119. This provision shall not apply to contracts with a total value of less than two hundred fifty thousand dollars ($250,000) or to contractors with less than ten (10) employees.

According to the law, a boycott of Israel means engaging in refusals to deal, terminating business activities, or other commercial actions that are intended to limit commercial relations with Israel, or companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel to do business, or persons or entities doing business in Israel, when such actions are taken:

1. In compliance with, or adherence to, calls for a boycott of Israel, or

2. In a manner that discriminates on the basis of nationality, national origin, religion, or other unreasonable basis, and is not based on a valid business reason. T.C.A. § 12-4-119.

Further affiant saith not.

Principal Officer

_____ _____

Printed Name & Title Signature

STATE OF: _____

COUNTY OF: _____

Before me personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the foregoing affidavit for the purposes therein contained.

Witness my hand and seal at office this _____ day of _____, 2026 .

_____

Notary Public

My commission expires: _____

ATTACHMENT C
IRAN DIVESTMENT ACT CERTIFICATION

The Iran Divestment Act, Tenn. Code Ann. § 12-12-101 through § 12-12-113, requires the State of Tennessee to publish a list of persons/entities identified to be engaged in investment activities with Iran. The Iran Divestment Act also prohibits any political subdivisions in Tennessee from entering into contracts exceeding $1,000 with a person or entity identified on said list and prohibits any bids or proposals from being considered without certification that the proposer/bidder is not included on the following list.

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 Tennessee Code Annotated § 12-12-106.

The bidder further certifies and agrees that no subcontractor who is identified on the list created pursuant to T.C.A. § 12-12-106 will be utilized in the performance of this contract.

(For Joint Bids: A separate signed certification sheet must be submitted by each participating entity or joint venture partner).

Further affiant saith not.

Principal Officer

_____	_____
Printed Name & Title	Signature

STATE OF: _____

COUNTY OF: _____

Before me personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the foregoing affidavit for the purposes therein contained.

Witness my hand and seal at office this _____ day of _____, 2026 .

_____
Notary Public

My commission expires: _____