
REQUEST FOR PROPOSALS

FOR
**Facility Assessment, Master Planning &
Facility Management Services**

SBC NUMBER: **460/000-01-2011**

STATE OF TENNESSEE
Department of Finance and Administration &
Department of General Services



19 October 2011



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1 INTRODUCTION

1.1 Request for Proposals

1.1.1 The State of Tennessee, Department of Finance and Administration and Department of General Services, hereinafter referred to as the "State" for the purposes of this Request for Proposals (RFP), issues this RFP to delineate the State's requirements; solicit qualifications submittals and proposals of services; provide details for RFP requirements; and outline the State's process for evaluating and selecting the Contractor to provide the needed services.

1.1.2 Through this RFP, the State seeks to procure the best services at the most favorable, competitive prices and to give all qualified businesses, including those that are owned by minorities, women, service-disabled veterans, and small business enterprises, the opportunity to do business with the State.

1.2 Statement of RFP Purpose

1.2.1 The State intends to secure a contract with a single contractor to provide professional and technical services for the State, hereinafter referred to as the "Proposer" for the purposes of this RFP.

Services shall include:

- **Facility Assessment;** including but not limited to a Facilities Condition overview, Energy Audits, an ongoing Operations and Maintenance Costs Reduction Study, and Facilities Assessment Maintenance Guides and Training.
- **Master Planning;** including but not limited to a Space Utilization Housing Plan, a Space Ownership and Leasing Plan, Facility Identification, a GIS Database Validation Plan, Project Prioritization, and Master Planning Maintenance Guides and Training.
- **Facility Management Services;** including but not limited to providing overall management and daily efficient operation of State owned buildings and leased space identified in the Facilities Revolving Fund ("FRF") and providing necessary facility maintenance and repair.

1.2.2 The State requests proposals of services from experienced, established companies that have specialized knowledge and expertise regarding large-scale analyses and management of a large portfolio of state government facilities.

1.3 Expectations and Project Goals

1.3.1 Analyze the State's existing owned and leased real estate portfolio and recommend short-term and long-term plans for more efficient operation.

1.3.2 Increase State space utilization efficiency and effectiveness through co-location and other improvements to inter-agency and intra-agency occupancy.

1.3.3 Identify and prioritize short and long term needs of all statewide capital and maintenance (current and deferred) projects based on facility assessments.

1.3.4 Manage and maintain the State's current FRF facilities in the most efficient and economic manner.

1.3.5 Reduce the State's ongoing facility-related operating expenses.

1.3.6 Recommend locations for State facilities in order to promote the State's economic vitality and to strengthen its cities, towns and rural communities.

1.4 Contractor Teams

1.4.1 Proposers accept the State requires that a single contracting entity will be awarded a contract under this procurement. Joint Ventures will not be accepted.

1.4.2 The State acknowledges that the complexity of this overall initiative will likely involve a single Proposer with subcontractors in a team-construct in order to address the full scope of services.

1.4.3 The Qualifications Proposal shall include the qualifications and roles of all intended subcontractor companies, and specifics of noted individuals.

1.5 Contract for Services

1.5.1 This RFP includes a *Pro Forma* Contract that substantially represents the contract document which the Proposer selected by the State must agree to and sign.

1.5.2 The RFP Component 06 01 00, Pro Forma Contract details the following:

- Scope of Services in Section A;
- Contract Term in Section B;
- Payment Terms and Conditions in Section C;
- Standard Terms and Conditions in Section D; and,
- Special Terms and Conditions in Section E.

1.6 License Requirement

1.6.1 Before a Contract pursuant to this RFP is signed, the Proposer and its personnel, if applicable, must hold all necessary business and professional licenses as may be required for specific services outlined within the Scope of Services. The State may require any or all Proposers and their personnel to submit evidence of proper licensure.

1.6.2 Contractor must maintain licensure during the period of this Contract, and shall notify the State of any changes in licensure.

1.7 Insurance Requirement

The State will require the successful Proposer to maintain Professional Liability Insurance (PLI) and General Liability Insurance as further defined in the Pro Forma Contract. Any insurance required by the State shall be in form and substance acceptable to the State.

1.8 Contract Duration

The State intends to enter into a contract with an initial period of two (2) years, with the option to extend the contract term for three (3) one- year increments for a maximum term not to exceed five (5) years.

1.9 Amount of Work

The amount of work is an indefinite quantity and will be determined based on the State's need and the amount of funding available on an annual basis.

1.10 Location of Office

The successful Proposer as Contractor is required to have full-time staff representation in the Nashville, Tennessee area dedicated to servicing this Contract.

1.11 Letter of Intent

1.11.1 A *Letter of Intent* indicating a Proposer's intent to respond to this RFP with a proposal should be sent to the Project Coordinator no later than the deadline date detailed in the RFP Schedule of Events.

1.11.2 A *Letter of Intent* delivered by E-mail attachment should be followed by sending the original letter to the Project Coordinator via U.S. Mail.

1.11.3 The *Letter of Intent* shall be submitted on company letterhead and contain the following information:

- a) Proposer Company Name
- b) Name and Title of Proposer Main Contact
- c) Address, Telephone Number, Facsimile Number, and E-Mail Address of Proposer Main Contact
- d) Signed Statement of Intent to Propose

1.11.4 Submittal of a *Letter of Intent* to propose by the specified deadline is not a prerequisite for submitting a Proposal, but is advised in order to ensure a Proposer's receipt of RFP amendments and other communications regarding the RFP.

1.12 Proposal Deadline

Proposals shall be submitted no later than the Proposal Deadline time and date detailed in the RFP Schedule of Events.

1.13 RFP Communications

1.13.1 The State has assigned the following RFP identification number for referencing in all communications regarding the RFP: SBC No. **460/000-01-2011**

1.13.2 Unauthorized contact regarding this RFP with employees or officials of the State of Tennessee other than the Project Coordinator detailed below may result in disqualification from this procurement process.

- 1.13.3 Interested Parties shall direct all communications regarding this RFP to the following Project Coordinator, who is the State's only official point of contact for this RFP.

Howard Symons, Project Coordinator
Department of General Services
William R. Snodgrass Tennessee Tower, Suite 2200
312 Rosa L. Parks Avenue
Nashville, Tennessee 37243
Telephone: 615-741-6146
Fax: 615-741-6191
Howard.Symons@tn.gov

- 1.13.4 Notwithstanding the foregoing, potential Proposers may see General RFP Requirements, RFP Component 02 00 02, Section 1.2 for additional permissible contacts relating specifically to Title VI Coordination and the Governor's Office of Diversity Business Enterprise.

1.14 Pre-Proposal Conference

- 1.14.1 A Pre-Proposal Conference at the time and date detailed in the Schedule of Events will be held at the following location:

Multi Media Room, 3rd Floor
William R. Snodgrass Tennessee Tower
312 Rosa L. Parks Avenue
Nashville, Tennessee 37243

- 1.14.2 Allow sufficient time to locate vehicle parking at a commercial parking lot in the downtown Nashville area, and to obtain a visitor's badge at the 7th Avenue entrance security station on the east side of the William R. Snodgrass Tennessee Tower building. All visitors must use this entrance, and each must present proper photo identification such as a valid driver's license. Escalators at this entrance access the 3rd floor.
- 1.14.3 The purpose of the Pre-Proposal Conference is to review the RFP Scope of Services and general process for submitting a Proposal.
- 1.14.4 Pre-Proposal Conference attendance is not mandatory.
- 1.14.5 Verbal responses given at the Pre-Proposal Conference are considered tentative and non-binding on the State. In accordance with the RFP Schedule of Events, the State will publish official responses to all submitted written questions. These responses will be posted on the State of Tennessee's webpage, available at:
<http://tennessee.gov/finance/rpa/aboutus.shtml> and <http://www.tn.gov/finance/rds/ocr/rfp.html>.
Only written responses from the State will be official.
- 1.14.6 Immediately following the Pre-Proposal Conference, a brief walk-through of three (3) State of Tennessee buildings in the downtown Nashville area will take place. This facility walk-through is not mandatory.

2 RFP SCHEDULE OF EVENTS

- 2.1 The following Schedule of Events represents the State's best estimate of the schedule that will be followed. Unless otherwise specified, the time of day for the following events will be between 8:00 a.m. and 4:30 p.m., Central Time.
- 2.2 The State reserves the right, at its sole discretion, to adjust this schedule as it deems necessary. The State will communicate any adjustment to the Schedule of Events to the potential Proposers from whom the State has received a Letter of Intent to Propose.

RFP SCHEDULE OF EVENTS		
EVENT	TIME	DATE (all dates are State business days)
1. State Issues RFP		Wednesday 19-Oct-2011
2. Disability Accommodation Request Due		Monday 24-Oct-2011
3. Pre-Proposal Conference	9:00 A.M.	Tuesday 25-Oct-2011
4. Letter of Intent to Propose Due		Friday 28-Oct-2011
5. Written Comments Deadline		Wednesday 2-Nov-2011
6. State Responds to Written Comments		Friday 4-Nov-2011
7. Proposal Submittal Deadline	2:00 P.M.	Wednesday 9-Nov-2011
8. First Day of Scheduled Interviews with Proposers.		Monday 28-Nov-2011
9. Last Day of Scheduled Interviews with Proposers.		Friday 2-Dec-2011
10. State Issues Evaluation Notice and Opens RFP Files for Public Inspection		Tuesday 6-Dec-2011
11. End of Seven (7) Day Review Period for Consideration of Protest		Tuesday 13-Dec-2011
12. Executive Subcommittee of the State Building Commission		Friday 19-Dec-2011
13. Contractor Contract Signature Deadline		Tuesday 3-Jan-2012
14. Conclusion of State Contract Signature Process		Tuesday 17-Jan-2012
15. Anticipated Contract Start Date		Monday 23-Jan-2012

3 QUALIFICATIONS PROPOSAL REQUIREMENTS

3.1 Qualifications Proposal Identification

- 3.1.1 Proposers shall submit a Qualifications Proposal in response to this RFP.
- 3.1.2 Each Qualifications Proposal shall consist of Qualifications & Experience, Technical Process & Project Approach, and References.
- 3.1.3 No pricing information shall be included in the Qualifications Proposal. Inclusion of cost amounts will make the Qualifications Proposal non-responsive and the State will reject it. Cost-related offerings are considered bids, and procedures for these elements shall be conducted separately.

3.2 Cost Proposal

- 3.2.1 Proposers shall submit a Cost Proposal in response to this RFP.
- 3.2.2 Refer to RFP Component 04 16 00, Cost Proposal Format, for Cost Proposal instructions and requirements.
- 3.2.3 After evaluation and ranking of Qualifications Proposals and prior to the contract process, the State may negotiate both the sequence of scope of work elements and fee elements based upon the State's available funding and the State's facility priorities within the overall project scope.
- 3.2.4 If a Proposer fails to submit a Cost Proposal as required, the Owner may determine the submitted Proposal package as non-responsive and reject it.

3.3 General Proposal Details

- 3.3.1 Proposers shall respond to the written RFP and any exhibits, attachments, or amendments as requested. A Proposer's failure to submit documents as required before the submittal deadline shall cause the Proposal to be disqualified.
- 3.3.2 Proposers assume the risk of the method of dispatch chosen. The State assumes no responsibility for delays caused by any delivery or courier service. Postmarking by the due date shall not substitute for actual receipt by the State. Late submissions shall not be accepted nor shall additional time be granted to any potential Proposer.
- 3.3.3 The Qualifications and Evaluation Guide details specific requirements for developing a Proposal in response to this RFP. This guide includes general business requirements as well as technical queries requiring a written response.
- 3.3.4 Proposers shall include the *RFP Statement of Certifications and Assurances*, RFP Component 02 00 04 and shall provide a signature and date as instructed in the form.
- 3.3.5 Wet signatures are required for the Proposal copy clearly labeled as the Original, which shall serve as a record copy of submitted documentation.
- 3.3.6 Each Proposer shall use the Qualifications and Evaluation Guide to organize, reference, and draft the submission. Proposers may utilize the guide as a table of contents.
- 3.3.7 Proposers shall use a duplicate of the "Related Project History Form" to submit example projects for qualifications and experience information.
- 3.3.8 Documents should be economically prepared, with emphasis on completeness and clarity of content. The submitted Proposal, as well as any reference material presented, shall be written in English and on standard 8 ½" x 11" paper (although foldouts containing charts, spreadsheets, and oversize exhibits are permissible).
- 3.3.9 All pages shall be numbered. The document should not exceed two hundred (200) pages.
- 3.3.10 All information included in a Proposal shall be relevant to a specific requirement detailed in the RFP, incorporated into a response to a specific requirement, and clearly referenced.
- 3.3.11 Charts, lists, photos, and illustrations should be utilized only when appropriate or specifically requested. Any information not conforming to these criteria will be deemed extraneous and will in no way contribute to the evaluation process. Non-confirming content will be removed and not considered.
- 3.3.12 The State may determine a Proposal to be non-responsive and reject it if the Proposer fails to organize and properly reference information required by this RFP and the Qualifications and Evaluation Guide.

3.3.13 The State may determine a Proposal to be non-responsive and reject it if the proposal's narrative components fail to appropriately address the requirements detailed in the RFP.

3.4 **Proposal Delivery**

3.4.1 Each Proposer shall submit one (1) Qualifications Proposal labeled "Original" and eight (8) additional copies marked "Copy 1" through "Copy 8."

3.4.2 For identification purposes, the Proposer's Company Name shall be clearly visible on document covers and outside packaging.

3.4.3 Each Proposer shall submit Qualifications Proposal copies to the State in a sealed package marked:

"Qualifications Proposal in Response to RFP- 460/000-01-2011 -- Do Not Open"

3.4.4 Each Proposer shall submit one (1) Cost Proposal to the Owner in a separate, sealed package marked:

"Cost Proposal in Response to RFP- 460/000-01-2011 -- Do Not Open"

3.4.5 If a Proposer encloses the separately sealed components (as detailed above) in a single package for delivery or shipment, the Proposer shall clearly mark the outermost package:

"Contains Separately Sealed Proposal and Cost Proposal for RFP- 460/000-01-2011"

3.4.6 A Proposer may not deliver proposals orally or by any means of electronic transmission.

3.4.7 The State must receive all documents in response to this RFP, at the following address, no later than the Qualifications Proposal Deadline time and date detailed in the RFP Schedule of Events.

Howard Symons
Real Property Administration
William R. Snodgrass Tennessee Tower, Suite 2200
312 Rosa L. Parks Avenue
Nashville, TN 37243

3.5 **Interviews**

3.5.1 Proposers fully responsive to General Business Requirements will be interviewed by the State.

3.5.2 The State will schedule interviews in accordance with the Schedule of Events.

3.5.3 Proposers are advised to reserve open calendar dates for the interview invitation. Key personnel should represent the Proposer at the interview.

3.5.4 The interview schedule will be determined based on alphabetical order of the Proposer's legal company name. Proposers will be notified of their date within two (2) days of the Proposal deadline.

3.5.5 All Proposers invited to interview shall be provided the same list of questions prior to the interview. Proposers shall be prepared to respond to these questions during their interview session.

3.5.5.1 Additional questions may be addressed to the Proposer regarding clarifications or other information from the submitted documents.

3.5.5.2 The Proposer may prepare a brief PowerPoint presentation. The meeting room is equipped with overhead projector and screen. If PowerPoint is utilized then a handout of all slides shall be provided. Six copies of any handouts are sufficient for distribution to the State's representatives.

3.5.6 RFP files shall be available for Public Inspection. (See Schedule of Events).

3.6 **Exhibits**

Exhibits attached to this RFP demonstrate square footage information on State owned and leased facilities. This data is for informational purposes only. All State facilities may or may not be available for inclusion in this project.

4 EVALUATION & CONTRACT AWARD

4.1 Evaluation Categories and Maximum Points

4.1.1 The State will consider Qualifications & Experience and Technical Process & Project Approach, in the evaluation of Qualifications Proposals. The maximum points that may be awarded for each of these categories are detailed below.

4.1.2 Each category is weighted as follows, and one hundred (100) points is the maximum total number of points which may be awarded:

Qualifications Proposal70 (maximum points possible)

- General Business Requirements*fully responsive (Y/N)*
- Qualifications & Experience*(38 points possible)*
- Technical Process & Project Approach*(32 points possible)*

Cost Proposal30 (maximum points possible)

4.1.3 The evaluation will be a two-part process: an evaluation of the written Qualifications Proposal (containing Qualifications & Experience and Technical Process & Project Approach) and a Cost Proposal.

4.1.4 The State will review each of the General Business Requirements to verify the Proposer did not fail to meet one or more of the requirements. For each requirement that is not met, the Project Coordinator may waive minor variances, request clarification, or determine the Proposal to be non-responsive and reject it. (See Section 4.4 of RFP Component 02 00 02).

4.1.5 Part One: The Qualifications Proposal must attain a combined score of fifty-three (53) points or above in order to be considered. The Qualifications Proposal receiving the highest evaluated score will be normalized to the allocated maximum score of seventy (70) points. Qualifications Proposal scores will be used in the following formula to determine the points a Proposer will receive.

$$\frac{\text{Score for Qualifications Proposal Being Evaluated}}{\text{Highest Scoring Qualifications Proposal}} \times 70 = \text{Qualifications Proposal Points}$$

4.1.6 Part Two: Cost Proposals will only be considered for Proposers that have evaluated scores above the minimum fifty-three (53) points. The Cost Proposal containing the lowest cost will receive the maximum score of thirty (30) points. The proposed cost will be used in the following formula to determine the points a Proposer will receive for the Cost Proposal:

$$\frac{\text{Lowest Cost of Cost Proposals}}{\text{Cost for Proposal Being Evaluated}} \times 30 = \text{Cost Proposal Points}$$

4.1.7 The evaluation team will recommend the three (3) Proposers offering the highest total combined score from Part One and Part Two to the Commissioner of General Services. These Proposers will be ranked in priority order based upon their total scores from Part One and Part Two. The Commissioner of General Services will recommend to the State Building Commission's Executive Subcommittee the Proposer to whom the contract should be awarded for action.

End of Section

GENERAL RFP REQUIREMENTS

NONDISCRIMINATION

1.1 No person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the State of Tennessee's contracted programs or activities on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor shall they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the State of Tennessee or in the employment practices of the State's contractors. Accordingly, all vendors entering into contracts with the State of Tennessee shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

1.2 The State has designated the following to coordinate compliance with the nondiscrimination requirements of the State of Tennessee, Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and applicable federal regulations.

Greg Spradley, Title VI Coordinator
Department of Finance and Administration
William R. Snodgrass Tennessee Tower, Suite 1200
312 Rosa L. Parks Avenue
Nashville, Tennessee 37243
Telephone: (615) 253-8703

The State has designated the following to provide assistance to minority-owned, women-owned, service-disabled veteran owned, and small businesses relating to this RFP.

Shelia Simpson, Program Director
Governor's Office of Diversity Business Enterprise
665 Mainstream Drive
Nashville, Tennessee 37243
Telephone: (615) 253-4634

ASSISTANCE TO PROPOSERS WITH A DISABILITY

2.1 A Proposer with a disability may receive accommodation regarding the means of communicating this RFP and participating in this RFP process. A Proposer with a disability should contact the Project Coordinator to request reasonable accommodation no later than the Disability Accommodation Request Deadline detailed in the RFP Schedule of Events.

RFP COMMUNICATIONS

3.1 Any verbal communications shall be considered unofficial and non-binding with regard to this RFP.

3.2 Each Proposer shall assume the risk of the method of dispatching any communication or Proposal to the State. The State assumes no responsibility for delays or delivery failures resulting from the method of dispatch. Actual or electronic "postmarking" of a communication or Proposal to the State by a deadline date shall not substitute for actual receipt of a communication or Proposal by the State.

3.3 The Project Coordinator must receive all written comments, including questions and requests for clarification, no later than the Written Comments Deadline detailed in the RFP Schedule of Events.

3.4 The State reserves the right to determine, at its sole discretion, the appropriate and adequate responses to written comments, questions, and requests for clarification. The State's official responses and other official communications

pursuant to this RFP shall constitute an amendment of this RFP.

3.5 The State will convey all official responses and communications pursuant to this RFP to the potential Proposers from whom the State has received a Letter of Intent to Propose.

3.6 Only the State's official, written responses and communications shall be considered binding with regard to this RFP.

3.7 The State reserves the right to determine, at its sole discretion, the method of conveying official responses and communications pursuant to this RFP (e.g., written, facsimile, electronic mail, or Internet posting).

3.8 Any data or factual information provided by the State, in this RFP or an official response or communication, shall be deemed for informational purposes only, and if a Proposer relies on such data or factual information, the Proposer shall either: (1) independently verify the information; or, (2) obtain the State's written consent to rely thereon.

GENERAL RFP CONDITIONS AND CONTRACTING INFORMATION

4.1 Waiver of Objections. Each Proposer shall carefully review this RFP and all Attachments, including but not limited to the Pro Forma Contract, for comments, questions, defects, objections, or any other matter requiring clarification or correction (collectively called "comments"). Comments concerning the RFP must be made in writing and received by the State no later than the Written Comments Deadline detailed in the RFP Schedule of Events. This will allow issuance of any necessary amendments and help prevent the opening of defective Proposals upon which contract award could not be made. Protests based on any objection shall be considered waived and invalid if comments/objections have not been brought to the attention of the State, in writing, by the Written Comments Deadline.

4.2 RFP Amendment and Cancellation. The State reserves the unilateral right to amend this RFP in writing at any time. If an RFP amendment is issued, the State will convey such amendment to the potential Proposers who submitted a Letter of Intent to propose. Each Proposal must respond to the final written RFP and any exhibits, attachments, and amendments. The State reserves the right, at its sole discretion, to cancel and reissue this RFP or to cancel this RFP in its entirety in accordance with applicable laws and regulations.

4.3 Proposal Prohibitions and Right of Rejection.

4.3.1 The State reserves the right, at its sole discretion, to reject any and all proposals in accordance with applicable laws and regulations.

4.3.2 Each Proposal must comply with all of the terms of this RFP and all applicable State laws and regulations. The State may reject any Proposal that does not comply with all of the requirements of this RFP. The State may consider any proposal that does not meet the requirements of this RFP to be non-responsive and the State may reject such a Proposal.

4.3.3 A Proposal of alternate services (i.e., a proposal that offers services different from those requested by this RFP) shall be considered non-responsive and may be rejected.

4.3.4 A Proposer shall not restrict the rights of the State or otherwise qualify a Proposal. The State may determine such a proposal to be non-responsive, and the proposal may be rejected.

4.3.5 A Proposer shall not submit the Proposer's own contract terms and conditions in a response to this RFP. If a Proposal contains such terms and conditions, the State may determine, at its sole discretion, the Proposal to be a non-responsive counteroffer, and the Proposal may be rejected.

4.3.6 A Proposer shall not submit multiple separate Proposals in response to the RFP. For instance, submitting as an individual, then also again as a company. Submitting more than one Proposal shall result in the disqualification of the Proposer.

4.3.7 A Proposer shall not submit multiple Proposals in different forms or formats. This prohibited action shall be defined as a Proposer submitting one Proposal as the primary Proposer and permitting a second Proposer to submit another Proposal with the first Proposer offered as a subcontractor. This restriction does not prohibit different Proposers from offering the same subcontractor as a part of their proposed services, provided that the subcontractor does not also submit a Proposal as a primary Proposer. Submitting multiple Proposals in different forms or formats may result in the disqualification of all Proposers knowingly involved.

4.3.8 Regardless of the time of detection, the State will consider any of the foregoing prohibited actions to be grounds for Proposal rejection or contract termination.

4.3.9 The State will not contract with or consider a Proposal from:

4.3.9.1 an individual who is, or within the past six months has been, an employee or official of the State of Tennessee;

4.3.9.2 a company, corporation, or any other contracting entity in which an ownership of two percent (2%) or more is held by an individual who is, or within the past six months has been, an employee or official of the State of Tennessee (this shall not apply either to financial interests that have been placed into a "blind trust" arrangement pursuant to which the employee does not have knowledge of the retention or disposition of such interests or to the ownership of publicly traded stocks or bonds where such ownership constitutes less than 2% of the total outstanding amount of the stocks or bonds of the issuing entity);

4.3.9.3 a company, corporation, or any other contracting entity which employs an individual who is, or within the past six (6) months has been, an employee or official of the State of Tennessee in a position that would allow the direct or indirect use or disclosure of information, which was obtained through or in connection with his or her employment and not made available to the general public, for the purpose of furthering the private interest or personal profit of any person; or,

4.3.9.4 any individual, company, or other entity involved in assisting the State in the development, formulation, or drafting of this RFP or its Scope of Services shall be considered to have been given information that would afford an unfair advantage over other Proposers, and such individual, company, or other entity may not submit a Proposal in response to this RFP.

4.3.10 For the purposes of applying the requirements of General RFP Requirements subsection 4.3.9, et. seq., an individual shall be deemed an employee or official of the State of Tennessee until such time as all compensation for salary, termination pay, and annual leave has been paid, but the term "employee of the State of Tennessee" shall not include individuals performing volunteer services for the State.

4.4 Waiver of Variances. The State reserves the right, at its sole discretion, to waive variances from full compliance with this RFP. If the State waives minor variances in a Proposal, such waiver shall not modify the RFP requirements or excuse the Proposer from full compliance with such.

Notwithstanding any minor variance, the State may hold any Proposer to strict compliance with this RFP.

4.5 Incorrect Information. If the State determines that a Proposer has provided, for consideration in this RFP process or subsequent contract negotiations, incorrect information that the Proposer knew or should have known was materially incorrect, that Proposal shall be determined non-responsive and shall be rejected.

4.6 Proposal of Added Services. If a Proposal offers added services to those required by and described in this RFP, such services may be incorporated in the Contract before Contract signing at the sole discretion of the State. Notwithstanding the foregoing, a Proposer shall not propose any cost amount(s) or rate(s) for such services.

4.7 Assignment and Subcontracting.

4.7.1 The Proposer awarded a Contract pursuant to this RFP shall not subcontract, transfer, or assign any portion of the contract without the State's prior, written approval.

4.7.2 If a Proposer intends to use subcontractors, the proposal in response to this RFP must specifically identify the scope and portions of the work each subcontractor will perform (refer to Qualifications & Evaluation Guide, Section C, Item C.1).

4.7.3 Subcontractors identified within a Proposal in response to this RFP will be deemed as approved by the State unless the State expressly disapproves one or more of the proposed subcontractors prior to signing the Contract.

4.7.4 A subcontractor may only be substituted for a proposed subcontractor at the discretion of the State and with the State's prior, written approval.

4.7.5 If the Contractor is unable to provide a service without the assistance of a subcontractor, then the Contractor shall follow all State rules, regulations, and procedures for procuring services necessary for completing the scope of work.

4.7.6 At its sole discretion, the State reserves the right to refuse approval of any subcontract, transfer, or assignment.

4.7.7 The State also reserves the right to require the Contractor to change subcontractors, should the subcontractor's performance be unsatisfactory.

4.7.8 Notwithstanding State approval of each subcontractor, the Proposer, if awarded a Contract pursuant to this RFP, shall be the primary service provider and shall be responsible for all work performed.

4.8 Joint Ventures.

4.8.1 Joint Ventures will not be accepted.

4.8.2 A subcontractor to a Proposer is not a joint venture participant.

4.9 Right to Refuse Personnel. At its sole discretion, the State reserves the right to refuse any personnel, of the primary Proposer or a subcontractor, for use in the performance of a Contract pursuant to this RFP. Except for contracts that involve Tennessee Department of Correction (TDOC) detention project sites, the State will document in writing the reason(s) for any rejection of personnel. For contracts that involve TDOC detention project sites, denial of access decisions are at sole discretion of the facility's Warden and are final and non-negotiable.

4.10 Performance of Contractual Services.

Management, performance, completion and delivery of the services pursuant to this RFP are to be as specified in the Pro Forma Contract.

4.11 Service Location and Work Space. Working space on the State's premises may be available for contractor use in

accordance with the Pro Forma Contract or at the State's discretion.

4.12 Proposal Withdrawal. A submitted Proposal may be withdrawn at any time up to the Proposal Submittal Deadline time and date detailed in the RFP Schedule of Events. To do so, a Proposer shall submit a written request, signed by a Proposer's authorized representative. After withdrawing a previously submitted Proposal, a Proposer is eligible to submit another Proposal at any time up to the Proposal Submittal Deadline.

4.13 Proposal Errors and Amendments. Each Proposer is liable for all Proposal errors or omissions within submitted Proposals. A Proposer shall not be allowed to alter or amend Proposal documents after the Proposal Submittal Deadline time and date detailed in the RFP Schedule of Events unless such is formally requested, in writing, by the State.

4.14 Proposal Preparation Costs. The State will not pay any costs associated with the preparation, submittal, or presentation of any Proposal.

4.15 Disclosure of Proposal Contents.

4.15.1 Each Proposal and all materials submitted to the State in response to this RFP shall become the property of the State. Selection or rejection of a Proposal does not affect this right. By submitting a Proposal, a Proposer acknowledges and accepts that the Proposal contents and associated material will become open to public inspection in accordance with the laws of the State of Tennessee.

4.15.2 Proposal information, including detailed cost information, shall be held in confidence during the evaluation process. Notwithstanding, a list of actual Proposers submitting timely Proposals may be made available to the public at the discretion of the State.

4.15.3 Upon the completion of the evaluation of Proposals and closure of evaluation by the State, indicated by public release of an Evaluation Notice, Proposals and associated materials shall be open for review by the public in accordance with Tennessee Code Annotated, Section 10-7-504(a)(7).

4.16 Severability. If any provision of this RFP is declared by a court to be illegal or in conflict with any law, said decision shall not affect the validity of the remaining RFP terms and provisions, and the rights and obligations of the State and Proposers shall be construed and enforced as if the RFP did not contain the particular provision held to be invalid.

PROPOSAL EVALUATION

5.1 Evaluation Process.

5.1.1 The proposal evaluation process utilizes a scoring methodology of points allocated to proposal components, and is designed to identify Proposals with the best offering of qualifications and services.

5.1.2 The Project Coordinator will use the RFP Qualifications and Evaluation Guide to manage the evaluation process and maintain evaluation records.

5.1.3 The Project Coordinator will review each Proposal to determine compliance with requirements (refer to RFP Qualifications and Evaluation Guide). If the Project Coordinator determines a Proposal may have failed to meet one or more of the requirements, the Project Coordinator and/or the Evaluation Team at the recommendation of the Project Coordinator may review the proposal and document a determination of whether:

- (1) the Proposal meets requirements for further evaluation;
- (2) the State will waive or request clarifications or corrections for minor variances; or,
- (3) the State will determine the Proposal non-responsive to the RFP and reject it.

5.1.4 A Proposal Evaluation Team, made up of three (3) or more State of Tennessee employees, will evaluate each Proposal that appears responsive to the RFP.

5.1.5 Evaluation Team members will evaluate each Proposal against the evaluation criteria in this RFP, and will score each in accordance with the RFP Qualifications and Evaluation Guide.

5.1.6 The State reserves the right, at its sole discretion, to request Proposer clarification of a Proposal or to conduct clarification discussions with any or all Proposers. Any such clarification or discussion may be limited to specific sections of the Proposal identified by the State. The subject Proposer shall submit any resulting clarification in writing as may be required by the State and in accordance with any deadline imposed by the State.

5.2 Interviews.

5.2.1 Proposers fully responsive to the General Business Requirements will be interviewed by the State. Such interviews and the number of firms invited are at the sole discretion of the State. Interviews will be scheduled by the State.

5.2.2 All Proposers invited to interview shall be provided the same list of questions prior to the interview. Proposers shall be prepared to respond to these questions during their interview session.

5.2.3 Additional questions may be addressed to the Proposer regarding clarifications or other information from the submitted documents.

5.3 Cost Offering.

5.3.1 The Proposer's cost offering shall record only the proposed cost as required in this RFP and shall not record any other rates, amounts, or information unless requested.

5.3.2 After Qualifications Proposal evaluations are completed, the Project Coordinator will open the Cost Proposals and enter the amounts into the scoring matrix.

5.3.3 The State reserves the right to ascertain the confidence of the cost amount(s) as proposed, and/or the confidence that all work specified under this RFP can be accomplished for the cost amount as proposed without penalty to the State of additional cost, project time or quality.

5.3.4 If requested by the State, the Proposer shall be prepared to present evidence that a submitted Cost Proposal contains no clerical error, miscalculation, nor other mistake, and/or to provide other clarification of proposed costs submitted by the Proposer.

5.3.5 Proposed costs must not result from any collusion between Proposers. The State will reject any Cost Proposal that was not prepared independently without collusion, consultation, communication, or agreement with any other Proposer. Regardless of the time of detection, the State will consider any such actions to be grounds for rejection or Contract termination.

5.4 Closure of Evaluation. The Executive Subcommittee of the State Building Commission's action to approve a Proposer as a Contractor officially closes the evaluation process. Refer to the RFP Schedule of Events.

5.5 Evaluation Notice. The State will issue an Evaluation Notice to identify the apparent best-evaluated Proposals on the Evaluation Notice date detailed in the RFP Schedule of Events. The Evaluation Notice shall not create rights, interests, or claims of entitlement in either the Proposer with apparent best-evaluated Proposal or any other Proposer.

5.6 RFP Files Open. The State will make the RFP files available for public inspection on the date specified in the

RFP Schedule of Events. The files remain open for public review from that date.

5.7 Protest Process. Any actual proposer who claims to be aggrieved in connection with this RFP may protest to the State Building Commission's Executive Subcommittee. The protest shall be submitted in writing within seven (7) days after the RFP files are open for public inspection, in accordance with the RFP Schedule of Events. Any issues raised by the protesting party after the seven-day period shall not be considered as part of the protest. The protest and any appeals shall be governed by Tenn. Code Ann. § 12-4-109(a)(E).

CONTRACT AWARD & APPROVAL PROCESS

6.1 Contract Award Process. The evaluation team will recommend the three (3) Proposers offering the highest total combined score from Part One and Part Two to the Commissioner of General Services. These Proposers will be ranked in priority order based upon their total scores from part One and part Two. The Commissioner of General Services will recommend the Proposer to whom the contract should be awarded for action. The State Building Commission's Executive Subcommittee will make a determination at a public meeting about the Contract award. The State reserves the right to make an award without further discussion of any proposal.

6.2 Contracting Obligations. After official SBC action a Proposer shall agree to and sign a Contract with the State that shall be substantially the same as the *Pro Forma* Contract. The State reserves the right, at its sole discretion, to add terms and conditions or to revise *Pro Forma* Contract requirements in the State's best interests subsequent to this RFP process. No such terms and conditions or revision of contract requirements shall materially affect the basis of proposal evaluations or negatively impact the competitive nature of the RFP process.

6.3 Contract Signature Deadline. After official SBC action a Proposer shall sign and return the contract drawn by the State pursuant to this RFP no later than the Contract Signature Deadline date detailed in the RFP Schedule of Events. If the Proposer fails to provide the signed contract by the deadline, the State may determine that the Proposer is non-responsive to the terms of this RFP and reject the Proposal.

6.4 Contract Approval. The RFP and the contractor selection processes do not obligate the State and do not create rights, interests, or claims of entitlement in either the Proposer with the apparent best-evaluated Proposal or any other Proposer. Contract award and State obligations pursuant thereto shall commence only after the contract is signed by the Contractor and the head of the procuring State Agencies and after the contract is approved and signed by all other State officials as required by State laws and regulations.

6.5 Contract Payments.

6.5.1 All contract payments shall be made in accordance with the Contract's Payment Terms and Conditions provisions (refer to RFP Pro Forma Contract). No payment shall be made until the Contract is approved as required by State laws and regulations. Under no conditions shall the State be liable for any payment associated with the Contract or responsible for any work done by the Contractor, even work done in good faith and even if the Contractor is orally directed to proceed with the delivery of services, if it occurs before contract approval by State officials as required by applicable statutes and rules of the State of Tennessee or before the contract start date or after the contract end date specified by the contract.

6.5.2 If any provision of the Contract provides direct funding or reimbursement for the competitive purchase of services or items to be delivered to the State as a component of contract performance or otherwise provides for the reimbursement of specified, actual costs, the State will employ all reasonable means and will require all such documentation that it deems necessary to ensure that such purchases were competitive and costs were reasonable, necessary, and actual. The Contractor shall provide reasonable assistance and access related to such review. Further, the State shall not remit, as funding or reimbursement pursuant to such provisions, any amount(s) which it determines did not result from a reasonably competitive purchase or do not represent reasonable, necessary, and actual costs.

6.6 Contractor Performance. The Contractor shall be responsible for the completion of all work set out in the contract. All work is subject to inspection, evaluation, and acceptance by the State. The State may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the Contract. At reasonable times, the State may inspect those areas of the Contractor's place of business that are related to the performance of the Contract. If the State requires such an inspection, the Contractor shall provide reasonable access and assistance.

6.7 Contract Amendment.

6.7.1 During the course of this Contract, the State may request the Contractor perform additional work for which the Contractor would be compensated. That work shall be within the general scope of this RFP. In such instances, the State will provide the Contractor a written description of the additional work, and the Contractor shall submit a time schedule for accomplishing the additional work and a price for the additional work based on the rates originally included in the Contract. If the State and the Contractor reach an agreement regarding the work and associated compensation, such agreement shall be effected by means of a Contract Amendment or for Facility Management Services a Memorandum of Understanding ("MOU").

6.7.2 Any such Amendment requiring additional work must be mutually agreed upon by the parties and signed by the Contractor and the head of the procuring State Agencies and must be approved by other State officials as required by State laws and regulations.

6.7.3 The Contractor shall not commence additional work until the State has issued a written Contract Amendment, or for Facility Management Services an MOU, and secured all required approvals.

END OF RFP GENERAL REQUIREMENTS

SBC Number 460/000-01-2011
RFP STATEMENT OF CERTIFICATIONS AND ASSURANCES

The State requires that participants in this RFP process complete the Statement of Certifications and Assurances below, which is to be included within the Submittal.

Documents submitted in response to this RFP shall hereby affirm, declare, confirm, and assure all of the following:

- 1) The Proposer will comply with all of the provisions and requirements of the RFP.
- 2) The Proposer will provide all services as defined in the Scope of Services set out in the RFP and the *Pro Forma Contract* for the total contract period.
- 3) The Proposer accepts and agrees to all terms and conditions set out in the RFP and the *Pro Forma Contract*.
- 4) The Proposer acknowledges and agrees that a contract resulting from the RFP shall incorporate, by reference, all submitted responses as a part of the contract.
- 5) The Proposer shall comply with:
 - a) the laws of the State of Tennessee;
 - b) Title VI of the federal Civil Rights Act of 1964;
 - c) Title IX of the federal Education Amendments Act of 1972;
 - d) the Equal Employment Opportunity Act and the regulations issued there under by the federal government; and
 - e) the Americans with Disabilities Act of 1990 and the regulations issued there under by the federal government;
- 6) To the knowledge of the undersigned, the information detailed within the documents submitted in response to the RFP is accurate.
- 7) The submitted documentation in response to this RFP was independently prepared, without collusion, under penalty of perjury.
- 8) No amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the submitting Proposer in connection with the RFP or any resulting contract.
- 9) The documents submitted in response to the RFP shall remain valid for at least 120 days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any contract pursuant to the RFP.

By signing this Statement of Certifications and Assurances, below, the signatory also certifies legal authority to bind the submitting entity to the provisions of this RFP and any contract awarded pursuant to it. If said individual is not the Company's chief executive, this document shall attach evidence showing the individual's authority to bind the Company.

DO NOT SIGN THIS DOCUMENT IF YOU ARE NOT LEGALLY AUTHORIZED TO BIND THE SUBMITTING ENTITY

SIGNATURE:

Wet Signature Required.

PRINTED NAME & TITLE

DATE:

PROPOSER LEGAL ENTITY NAME:

FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number)

RELATED PROJECT HISTORY FORM

Include this Project History Form with submitted Qualifications & Evaluation Guide, Section B, for use in providing a summary of each project example.

Name of Proposer's Client: _____
Procuring Entity (Federal Agency, State Agency, Municipality, Private Company, Other)

Proposing Firm (and Branch Office if applicable): _____

Address: _____ City: _____ State: _____ Phone: _____

Key Client Representative or person knowledgeable about the project work:

Name: _____ Title: _____

Phone: _____ Fax _____ E-mail: _____

Project Title: _____

Project or Contract Number: _____

Project Location (City, State) _____

Start Date: _____ Completion Date: _____

Program or Agency Name (if applicable): _____

Amount of Proposer's Contract: \$ _____

Summary description of the project scope and service(s) provided:

Provide at least one (1), but a maximum of three (3) detailed previous project examples that have similar scope and complexity to the services sought by the State, and which are currently ongoing or have been completed (or substantially completed) by the Company within the last five (5) years.

- a. Each example shall focus on the Proposer's combined performance of the following three requested services: Facility Assessment, Master Planning, and Facility Management Services.
- b. Each example shall specifically address as many of the following task areas as possible. Examples may be supplemented in order to address experience in selected individual tasks. Identify subcontractor(s) and assigned tasks.
 - 1.) Space Utilization Housing Plan
 - 2.) Space Ownership Plan
 - 3.) Facility Assessments
 - 4.) Energy Audits
 - 5.) Prioritization of Projects
 - a.) Maintenance of Master Plans and Facility Assessments
 - b.) Development of Delivery and Operations Guides
 - 6.) Training of State Employees
 - 7.) Facility Management Services

Attach additional pages as necessary. Also use this form for submitting example projects of Proposer team participants if applicable. The State reserves the right to contact the client representative. Please confirm that contact information is current.

CLIENT REFERENCE FORM

State of Tennessee RFP

Proposers: Please provide your this Client Reference Form electronically as a Microsoft Word® file. The form is designed to be used on a computer, and the response fields expand as text is entered. Client Reference Forms are due no later than the Proposal Deadline date. The form is located at the following websites under the RFP announcement: <http://tennessee.gov/finance/rpa/aboutus.shtml> and <http://www.tn.gov/finance/rds/ocr/rfp.html>.

Reference Provider: Please record your responses in the fields that are provided. Fields automatically expand as needed. Mail or Email your completed reference form to the RFP Coordinator. PDF files are preferred via Email. Include a letter of transmittal on company letterhead with Reference Provider's signature.

Address to:

Howard Symons, Project Coordinator
Division of Real Property Administration
William R. Snodgrass Tennessee Tower, Suite 2200
312 Rosa L. Parks Avenue
Nashville, Tennessee 37243-0299
Email: Howard.Symons@tn.gov

Proposer:	
Referenced Project:	
Reference Provider Name:	
Position Title:	
Company Name:	
Telephone Number:	
Email Address:	
Date Reference Completed:	

1. Describe the work/services that the Proposer's company provided for you.

--

2. What was the time period (approximately) in which the services were provided?

--

3. What is your overall opinion of the Proposer and the Proposer's staff?

--

4. Discuss your satisfaction or dissatisfaction with the workmanship, technical abilities, professionalism, and interpersonal skills of the Proposer's project team and on-site technicians.

--

5. Describe any performance problems with the Proposer's personnel.

6. Discuss the Proposer's response to short lead-time, i.e., emergency or special requests.

7. Project completion. Please comment on assigned tasks being completed in compliance with the terms of your contract with the Proposer.

8. Project completion. Please comment on your projects or contract objectives being completed on time and within budget.

9. Rate your level of satisfaction with both the appropriateness and quality of the work. Use a scale of one (1) to five (5), with one being "least satisfied" and five "most satisfied."

10. What are the main reasons you would procure this Proposer's services again?

Additional Comments:

Qualifications & Evaluation Guide Forms

Sections A through C

QUALIFICATIONS & EVALUATION GUIDE — SECTION A

PROPOSER COMPANY NAME:		
SECTION A — GENERAL BUSINESS REQUIREMENTS		
<p>The Proposer shall address all General Business Requirements section items and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Project Coordinator will review all general business requirements, including but not limited to the following:</p> <ul style="list-style-type: none"> ▪ Proposal received on or before the deadline. ▪ Proposal contains no cost data. ▪ Proposal does not contain any restrictions of the rights of the State or other qualification of the Proposal. <p>The Project Coordinator will review the submitted document to determine if the General Business Requirement Items (below) are met.</p>		
Un-shaded blocks in the Pass/Fail column are required information and will receive a Yes/No for compliance.		
Page # for this information	General Business Requirements	State Use ONLY
		Pass/Fail responsive Y/N
	A.1 Qualifications Proposal received at correct location and on time.	
	A.2 One Original and eight (8) copies of Qualifications Proposal received.	
	A.3 Responsive to document layout details.	
	A.4 Proposal includes a transmittal letter on company letterhead with original wet signature, signed by a company officer empowered to bind the company to the provisions of RFP and any contract awarded pursuant to it.	
	A.5 Describe the Proposer's form of business (i.e., individual, sole proprietor, corporation, non-profit corporation, partnership, Limited Liability Company) and detail the name, mailing address, telephone number, and e-mail address of the person the State should contact regarding submitted Qualifications document.	
	A.6 RFP Statement of Certifications and Assurances completed and signed with original wet signature by an individual empowered to bind the Company to the provisions of this RFP and any resulting contract.	
	A.7 Provide a statement of whether there have been any mergers, acquisitions, or sales of the Company within the last five (5) years, and if so, an explanation providing relevant details.	
	A.8 Provide a statement listing pending litigation against the Proposer; if such litigation exists, and attached opinion of counsel as to whether the pending litigation will impair the Proposer's performance in a contract pursuant to this RFP.	
	A.9 Provide a statement of whether, in the last ten (10) years, the Proposer has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors, and if so, an explanation providing relevant details.	

	<p>A.10 Provide the following as documentation of financial responsibility and stability only for the primary proposing company:</p> <ul style="list-style-type: none"> a. A current written bank reference, in the form of a standard business letter, indicating that the Proposer's business relationship with the financial institution is in positive standing b. A current written, positive credit reference, in the form of standard business letters, from a vendor with which the Proposer has done business c. An official document or letter from an accredited credit bureau, verified and dated within the last three (3) months and indicating a positive credit rating for the Proposer (NOTE: A credit bureau report number without the full report is insufficient and will <u>not</u> be considered responsive.) d. A copy of a valid certificate of insurance indicating insurance coverages in the amounts specified in RFP. 	
	<p>A.11 Provide documentation disclosing the amount of cash flows from operating activities for the Proposer's most current operating period.</p> <ul style="list-style-type: none"> a. Said documentation must indicate whether the cash flows are positive or negative. b. If the cash flows are negative for the most recent operating period, the documentation must include a detailed explanation of the factors contributing to the negative cash flows. <p>NOTICE: All persons, agencies, firms, or other entities that provide opinions regarding the Proposer's financial status <u>must</u> be properly licensed to render such opinions. The State may require the Proposer to submit proof of such licensure detailing the number for each person or entity that renders the opinions.</p>	

End of Section A

QUALIFICATIONS & EVALUATION GUIDE — SECTION B

PROPOSER COMPANY NAME:			
SECTION B — QUALIFICATIONS & EXPERIENCE			
Address all Qualifications and Experience section items and provide, in sequence, the information and documentation as required.			
Page # for this response	Qualifications and Experience Items	State Use ONLY	
	<p>B.1 The statements requested below are intended to illustrate evidence of previous specialized knowledge and experience with large-scale analyses, evaluations, and management of a portfolio of real estate facilities of the State's magnitude.</p> <ul style="list-style-type: none"> a. Summarize experience wherein under a <u>single</u> contract, your company successfully provided Facility Assessment, Master Planning, and Facility Management to at least three (3) state governments in the United States of America. b. Identify examples wherein your organization under a <u>single</u> contract provided Facilities Management responsibility for multiple buildings for a single owner/entity, with an aggregate area of at least five million (5,000,000) square feet. c. Proposals shall demonstrate experience and expertise in all of the task types within the scope of work. 		
	<p>B.2 Provide at least one (1), but a maximum of three (3) detailed previous project examples that have similar scope and complexity to the services sought by the State, and which are currently ongoing or have been completed (or substantially completed) by the Company within the last five (5) years.</p> <ul style="list-style-type: none"> a. Each example shall focus on the Proposer's combined performance of the following three requested services: Facility Assessment, Master Planning, and Facility Management Services. b. Each example shall specifically address as many of the following task areas as possible. Examples may be supplemented in order to address experience in selected individual tasks. Identify subcontractor(s) and assigned tasks. <ul style="list-style-type: none"> 1.) Space Utilization Housing Plan 2.) Space Ownership Plan 3.) Facility Assessments 4.) Energy Audits 5.) Prioritization of Projects <ul style="list-style-type: none"> a.) Maintenance of Master Plans and Facility Assessments b.) Development of Delivery and Operations Guides 6.) Training of State Employees 7.) Facility Management Services <p>A Related Project History Form is provided for the Proposer's use as a summary of each individual example. (See RFP Component 02 00 05, "Related Project History Form.")</p>		
	<p>B.3 <u>Example Reports</u>: Provide examples of assessments summaries, charts, schedules, status reports, etc. which detail up-to-date data or information on project components. The emphasis here is demonstrating the reporting methodology for informing the State.</p>		
	<p>B.4 <u>Operational Efficiency</u>: Describe three (3) example projects and highlights of results working with clients to achieve significant cost reductions and/or increases in operational efficiency related to:</p> <ul style="list-style-type: none"> a. Energy management b. Facilities management 		

		Item Value
	<p>B.5 Provide the following information arranged in a simple table:</p> <ul style="list-style-type: none"> a. A list or chart of current contracts to which the Proposer is presently committed, principally those contracts serviced by a Tennessee office if applicable; b. Both the dollar-volume range, and time-frame for each referenced contract; c. Specify the services provided for each referenced contract and note by company name (Prime or any subcontractor). 	
	<p>B.6 <u>Best Practices</u>: Describe examples of introducing innovation, best practices, and procedures to clients, which resulted in new value-added practices/programs to client organizations.</p>	
	<p>B.7 Provide documentation of the Proposer's commitment to diversity as represented by its business strategy, business relationships, and workforce— this documentation should detail all of the following:</p> <ul style="list-style-type: none"> a. A description of the Proposer's existing programs and procedures designed to encourage and foster commerce with minority owned, women owned, service-disabled veteran owned and small business enterprises. b. A listing of the Proposer's current contracts with business enterprises owned by minorities, women, service-disabled veterans and small business enterprises, including the following information: <ul style="list-style-type: none"> (i) Contract description and total value (ii) Proposer name and ownership characteristics (i.e., ethnicity, sex, disability) (iii) Proposer contact and telephone number; c. An estimate of the level of participation by business enterprises owned by minorities, women, service-disabled veterans, and small business enterprises in a contract awarded to the Proposer pursuant to this RFP, including the following information: <ul style="list-style-type: none"> (i) Participation estimate (expressed as a percent of the total contract value that will be dedicated to business with subcontractors and suppliers having such ownership characteristics — PERCENTAGES ONLY — DO NOT INCLUDE DOLLAR AMOUNTS) (ii) Descriptions of anticipated contracts (iii) Names and ownership characteristics (i.e., ethnicity, sex, disability) of anticipated subcontractors and suppliers anticipated; and d. The percent of the Proposer's total current employees by ethnicity, sex, and disability. <p>NOTE: Proposers that demonstrate a commitment to diversity will advance the State's efforts to expand opportunity to do business with the State of Tennessee as Proposers and subcontractors. Proposal evaluations will recognize the positive qualifications and experience of a Proposer that does business with enterprises owned by minorities, women, service-disabled veterans, and small business enterprises and that offers a diverse workforce to meet service needs.</p>	
	<p>B.8 Provide a total of at least six (6) client references from individuals (who are <u>not</u> current or former officials or staff of the State of Tennessee) for projects similar to the services sought under this RFP and which represent at least two (2) from each category of services (Facility Assessment, Master Planning, and Facility Management Services).</p> <p>Please refer to RFP Component, 02 00 06, "Client Reference Form" for further instructions.</p>	
<i>(Maximum Section B Score = 38)</i>		
SCORE (for all Section B items above, B.1 through B.7):		

End of Section - B

03 16 00

QUALIFICATIONS & EVALUATION GUIDE — SECTION C

PROPOSER COMPANY NAME:			
SECTION C — TECHNICAL PROCESS AND PROJECT APPROACH			
Address all Project Approach section items and provide, in sequence, the information and documentation as required.			
Page # for this information	Project Approach Items	State Use ONLY	
		Item Value	
	<p>C.1 Project Approach</p> <p>a. Discuss your firm's services</p> <p style="padding-left: 20px;">1.) to accomplish the State's scope of services and work plan;</p> <p style="padding-left: 20px;">2.) services to be provided by your firm (the Proposer) as well as those to be provided by subcontractors.</p> <p>b. Demonstrate a proposed project emphasis and project schedule to deliver a definitive set of tasks for year one.</p> <p>c. Discuss a best practice prioritization and sequencing of tasks/objectives, inclusive of a milestones calendar specific to achieving the components outlined in the State's scope of work.</p> <p style="padding-left: 20px;">1.) Identify short term objectives and strategies to achieve them</p> <p style="padding-left: 20px;">2.) Identify long term objectives and strategies to achieve them</p>	8	
	<p>C.2 Management Plan</p> <p>Describe your firm's practical approach to delivering the following service categories and how each would be structured for the State of Tennessee in accordance with the scope of work elements:</p> <p>a. Facility Assessment;</p> <p>b. Master Planning;</p> <p>c. Facility management Services;</p> <p>d. Project management;</p> <p>e. Space management services; and,</p> <p>f. Portfolio management.</p>	8	
	<p>C.3 Technical Processes</p> <p>Detail your firm's special or unique capabilities, operating procedures, technology, programs, innovative solutions, etc., that would directly benefit the State:</p> <p>a. Short term</p> <p>b. Long term</p> <p>c. Specifically address technology that will be made available to the State, State ownership, and support issues pertaining to technology.</p> <p>d. Address incorporating/interfaces with State's existing programs: specifically, the State's Project Information Tracking System ("PITS") database, Edison, and Archibus.</p>	3	
	<p>C.4 Project Timeline</p> <p>Demonstrate by chart or graphics your suggested timeline values for accomplishing Facility Assessment, Master Planning, and Facility Management components of this project. Include milestone target dates for deliverables in accordance with your firm's project approach.</p>	3	

		Item value
	<p>C.5 Describe how the Proposer shall staff this project:</p> <p>a. Identify individuals who shall be assigned to perform duties or services under the Contract, including the Primary Contract Executive, Project Manager(s), and others who comprise the project team, as well as those who may be reporting to State officials regarding project deliverables.</p> <p>b. Provide concise summary résumés of these key personnel.</p> <p>1.) Detail each individual's position/role with the Proposer team including the Proposer's subcontractors.</p> <p>2.) Highlight applicable experience, positions, and/or work demonstrating similar responsibility.</p> <p>c. Utilizing an organization chart:</p> <p>1.) indicate lines of authority,</p> <p>2.) illustrate how the project team will interface with the State.</p>	4
	<p>C.6 Describe the Proposer's approach/procedures for the following items:</p> <p>a. Project tracking</p> <p>b. Property accounting</p> <p>c. Data processing</p> <p>d. Reporting procedures including scheduling,</p> <p>e. Provide an example progress report.</p>	3
	<p>C.7 Quality Control:</p> <p>a. Describe how your entire project team will implement quality control throughout all the multi-faceted project phases.</p> <p>b. Describe your firm's processes for measuring performance.</p>	3
<i>(Maximum Section C Score = 32)</i>		
SCORE (for all Section C items above, C.1 through C.7):		

End of Section – C

COST PROPOSAL FORMAT

Facility Assessment, Master Planning & Facility Management Services

SBC No. 460/000-01-2011

Proposer Name

NOTICE TO PROPOSER:

The three (3) categories below create the total Cost Proposal for the purposes of this RFP. The State shall only open Cost Proposals from Proposers in accordance with the procedure outlined in RFP Component 01 01 00, Section 4. If the Proposer fails to specify the costs as required, the State shall determine the Cost Proposal to be non-responsive.

In the spaces provided below, the Proposer shall indicate the costs for each category as listed. These costs cover services as proposed, including services as defined in the Pro Forma Contract Scope of Services of the RFP. Said proposed costs should incorporate all overhead and profit for the Contractor during a one-year period. Proposed costs should be stated to two decimal places (e.g. \$999.99).

The sum of the Totals from Facilities Assessment, Master Planning and Facilities Management sections shall be the Cost Proposal amount used to compute the Proposer's cost score, in accordance with the Cost Proposal formula in the Score Summary Matrix Format, RFP Component 05 00 01.

The Proposer shall sign and date the Cost Proposal at the end of this form.

1.) FACILITIES ASSESSMENT as defined in Contract Attachment A; Section B

Cost Item Description	Proposed Cost	Evaluation Cost* 3,000,000 x Proposed Cost (for State use only)
B.2 Facility Assessments	\$ _____/SqFt per completed facility	
B.3 Energy Audits	\$ _____/SqFt per completed facility	
B.4 On-going Operations (Cost reduction Study)	\$ _____/SqFt per completed facility	
Total		

***The information provided in the Cost Proposal charts is for evaluation purposes only. The three million (3,000,000) square feet utilized is representative of eighteen (18) State-owned buildings in downtown Nashville, TN. Current State square footage information can be viewed in Exhibits A – D.**

2.) MASTER PLANNING
as defined in Contract Attachment A; Section C

Cost Item Description	Proposed Cost for Scope of Work
C.1 Actionable Data and Steps	\$ _____.
C.2 Space Utilization Housing (Planning and Deliverables)	\$ _____.
C.3 Current Space Leases (Evaluation, Cost Savings Analysis, and Deliverables)	\$ _____.
C.4 Space Ownership Plan	\$ _____.
C.5, C.6, C.7 Facility Plan Data Tools, Data Prioritization Criteria Plan, and Web-based Solution Plan with Data Maintenance	\$ _____.
Total (for State use only)	

3.) FACILITY MANGEMENT
as defined in Contract Attachment A; Section D

The Proposed Total Cost shall include the full cost of services, implementation, and service mark-up for the representative 3 million Square Feet in eighteen (18) State-Owned buildings in the form below.

	Services Category	Proposed Monthly Cost	Evaluation Factor**	Evaluation Cost* 3,000,000 x Proposed Cost (for State use only)
1.	Janitorial/Housekeeping Services	\$ _____./ Sq Ft	24	
2.	HVAC Systems	\$ _____./ Sq Ft	24	
3.	Security Management and Access Control	\$ _____./ Sq Ft	24	
4.	Elevator Management & Maintenance	\$ _____./ Sq Ft	24	
5.	Lawn Care Services/Landscaping	\$ _____./ Sq Ft	24	
Total:				

** Evaluation Factor is based on 24 months of initial contract term.

The proposed cost contained herein and the submitted technical proposal associated with this cost shall remain valid for at least one hundred twenty (120) days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any resulting contract between the Proposer and the State.

Proposer Signature _____

Date _____

Proposal Score Summary Matrix

	Qualification & Experience Maximum 38 Points						Technical Process & Project Approach Maximum 32 Points						Qualifications Score Score Max 70 Pts		Cost Score Max 30 Pts	Total Score
	1	2	3	4	5	Average	1	2	3	4	5	Average	Proposal score	Normalized Score	Cost Score	Maximum 100 Points
Evaluator																
Proposer A																
Proposer B																
Proposer C																
Proposer D																
Proposer E																

The Average of the scores of all Evaluators are totaled, and then these raw scores will be normalized to give the highest raw score the maximum points. The formula is:

$$\frac{\text{Score for Qualifications Proposal Being Evaluated}}{\text{Highest Scoring Qualifications Proposal}} \times 70 \text{ Points}$$

Cost Proposal Scoring

The total of the proposed costs from each Proposer will be, and then these raw scores will be normalized to give the lowest proposed cost the maximum points. The formula is

$$\frac{\text{Lowest Cost Proposal}}{\text{Cost Proposal Being Evaluated}} \times 30 \text{ Points}$$

Cost scores shall be added to the Qualifications scores in the Matrix above. All Calculations shall result in numbers rounded to two decimal places.

PRO FORMA CONTRACT TEMPLATE

(The following *pro forma* contract contains italicized items in red that shall be replaced with appropriate information in the official contract)

CONTRACT
BETWEEN THE STATE OF TENNESSEE,
Contracting Agency Of The State
AND
Contractor Name
SBC NUMBER *Project Number*

This Contract, by and between the State of Tennessee, hereinafter referred to as the "State" and *Contractor Legal Entity Name*, hereinafter referred to as the "Contractor," is for the provision of Facility Assessment, Master Planning, and Facility Management for State's owned and leased facilities, as further defined in the "SCOPE OF SERVICES."

The Contractor is *An Individual / a For-Profit Corporation / a Nonprofit Corporation / a Governmental Entity / a Special Purpose Corporation or Association / a Fraternal or Patriotic Organization / a Partnership / a Limited Liability Company.*

The Contractor's address is:

Address:

The Contractor's place of incorporation or organization is *State of Organization.*

A. SCOPE OF SERVICES:

The scope of services is more particularly described in the Scope of Services and Work Plan attached hereto as Contract Attachment A. The Contractor agrees to perform the services in accordance with the Request for Proposals, the Scope of Services and Work Plan, and the Contractor's Proposal dated *Date* all of which are made a part of this Contract and are incorporated herein by reference.

- A.1. The Contractor shall provide all services and deliverables as required, described, and detailed herein and shall meet all service and delivery timelines as specified by this Contract.

The Contractor shall provide:

- A.1.a. **Facility Assessment;** including but not limited to a Facilities Condition overview, Energy Audits, an ongoing Operations and Maintenance Costs Reduction Study, and Facilities Assessment Maintenance Guides and Training.
- A.1.b. **Master Planning;** including but not limited to a Space Utilization Housing Plan, a Space Ownership Plan, Facility Identification, a GIS Database Validation Plan, Project Prioritization, and Master Planning Maintenance Guides and Training.
- A.1.c. **Facility Management Services;** including but not limited to providing overall management of state owned buildings and leased space identified in the Facilities Revolving Fund ("FRF") and providing necessary facility maintenance and repair.

B. CONTRACT TERM:

- B.1. Term. This Contract shall be effective for the period commencing on *Contract Start Date* and ending on *Contract Completion Date*. The State will have no obligation for services rendered by the Contractor which are not performed within the specified period.

B.2. Term Extension.

- B.2.a. The State reserves the right to extend this Contract for an additional period or periods of time representing increments of no more than one year and a total contract term of no more than five (5) years, provided that such an extension of the contract term is effected prior to the current, contract expiration date by means of a contract amendment. If a term extension necessitates additional funding beyond that which was included in the original Contract, an increase of the State's maximum liability will also be effected through contract amendment, and shall be based upon payment rates provided in the original Contract.

06 01 00

B.2.b. If the extension of the Contract necessitates additional funding beyond that which was included in the original Contract, the increase in the State's maximum liability will also be effected through an amendment to the Contract and shall be based upon payment rates provided for in the original contract.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed Written Dollar Amount (\$Number). This amount shall constitute the entire compensation due the Contractor for the Service(s) and all of the Contractor's obligations for this Contract regardless of the difficulty or hours worked, inclusive of Additional Services as described both herein and in the Management Assistance Performance Specification, and Additional Services as may be applicable provided through the separate Individual Contracts.

The Contract amount includes, but is not limited to, all applicable taxes, fees, overhead, profit, and all other direct and indirect costs incurred or to be incurred by the Contractor.

C.2. The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with rates detailed in the Contractor's Proposal. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any amount of work from the Contractor during any period of this Contract.

C.3. Compensation Firm. The maximum liability of the State expressed above is firm for the duration of the Contract and is not subject to escalation for any reason unless amended.

C.4. Payment Methodology. The Contractor shall be compensated based on the payment rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in Section C.1.

C.4.a. The Contractor's compensation shall be contingent upon the satisfactory completion of units, milestones, or increments of service defined in Section A. The Contractor shall be compensated based upon the following payment rates detailed in Contract Attachment B.

C.4.b. The Contractor shall be compensated for Facility Management Services in accordance with the rate or rates detailed in Contact Attachment B.

C.4.b.1. The cost of goods, materials, supplies, equipment, or contracted services are included within this contract through the rates established in section C.4.c.

C.4.b.2. Such procurements by the Contractor shall be made on a competitive basis. The Contractor shall maintain documentation for the basis of such procurements. In any instance where it is determined that use of a competitive procurement method is not practical said documentation shall include a written justification, approved by the Commissioner, or designee from the Tennessee Department of General Services.

C.5. Fixed Rates. The rates paid by the State for services under the provisions of this Contract shall remain fixed for the duration of the Contract and are not subject to escalation for any reason unless amended.

C.6. Reimbursement of Expenses. Eligible and authorized actual expenditures shall be reimbursed to the Contractor upon receipt of required documentation, in accordance with Real Property Administration Designer's Manual § 2.04b(D) *Payments for Reimbursable Expenses*, available at: <http://www.tn.gov/finance/rpa/designermanual07.shtml>.

C.7. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel, meals, or lodging.

C.8. Invoices for Payment. The Contractor shall submit invoices in form and substance acceptable to the State prior to any payment.

C.9. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits conducted in accordance with the terms of this contract, not to constitute proper remuneration for compensable services.

C.10. Deductions. The State reserves the right to deduct from amounts which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee any amounts which are or shall become due and payable to the State of Tennessee by the Contractor.

C.11. Payment by the State. The payment of the invoice by the State shall not prejudice the State's right to object to or question any invoice or matter in relation thereto. Such payment by the State shall neither be construed as acceptance of any part of the work or service(s) provided nor as an approval of any of the amounts invoiced therein.

C.12. Automatic Deposits. The Contractor shall complete and sign an "Authorization Agreement for Automatic Deposits (ACH Credits) Form." This form shall be provided to the Contractor by the State. Once this form has been completed and submitted to the State by the Contractor, all payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee, shall be made through the State of Tennessee's Automated Clearing House. The Contractor shall not invoice the State for services until the Contractor has completed this form and submitted it to the State.

The debit entries to correct errors authorized by the "Authorization Agreement for Automatic Deposits Form" shall be limited to those errors detected prior to the effective date of the credit entry. The remittance advice shall note that a correcting entry was made. All corrections shall be made within two banking days of the effective date of the original transaction. All other errors detected at a later date shall take the form of a refund or, in some instances, a credit memo if additional payments are to be made.

C.13. Prerequisite Documentation. The Contractor shall complete, sign, and present to the State a "Substitute W-9 Form" provided by the State. The taxpayer identification number detailed by said form must agree with the Contractor's Federal Employer Identification Number or Tennessee Edison Registration ID referenced in this Contract.

D. STANDARD TERMS AND CONDITIONS:

D.1. Required Approvals. The State is not bound by this Contract until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations.

D.2. Modification and Amendment. This Contract may be modified only by a written amendment signed by all parties hereto and approved by both the officials who approved the base contract and, depending upon the specifics of the contract as amended, any additional officials required by Tennessee laws and regulations.

D.3. Termination for Convenience. The State may terminate this Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the State. The State will give the Contractor at least thirty (30) days written notice before the effective termination date. The Contractor shall be entitled to receive compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

D.4. Termination for Cause. If the Contractor fails to fulfill its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the State shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor.

D.5. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Contract pertaining to "Termination for Convenience", "Termination for Cause", "Conflicts of Interest", "Nondiscrimination", "Prohibition of Illegal Immigrants", "Records", and "Monitoring". Notwithstanding any use of approved subcontractors, the Contractor shall be the prime Contractor and shall be responsible for all work performed.

D.6. Conflicts of Interest. The Contractor warrants that no part of the total Contract amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or Contractor to the Contractor in connection with any work contemplated or performed relative to this Contract.

The Contractor acknowledges, understands, and agrees that this Contract shall be null and void if the Contractor is, or within the past six months has been, an employee of the State of Tennessee or if the Contractor is an entity in which a controlling interest is held by an individual who is, or within the past six months has been, an employee of the State of Tennessee.

D.7. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the

- performance of this Contract or in the employment practices of the Contractor on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, State of Tennessee constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.8. Prohibition of Illegal Immigrants. The requirements of *Tennessee Code Annotated*, Section 12-4-124, *et seq.*, addressing the use of illegal immigrants in the performance of any Contract to supply goods or services to the State of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.
- D.8.a. The Contractor hereby attests, certifies, warrants, and assures that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who shall utilize the services of an illegal immigrant in the performance of this Contract.
- D.8.b. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the standard form entitled "Personnel used in Contract Performance" with each application for payment. This form shall be provided to the Contractor by the State. Such attestations shall be maintained by the Contractor and made available to Tennessee State officials upon request.
- D.8.c. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the period of this Contract, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work relative to this Contract and shall not knowingly utilize the services of any subcontractor who shall utilize the services of an illegal immigrant to perform work relative to this Contract. Attestations obtained from such subcontractors shall be maintained by the Contractor and made available to Tennessee State officials upon request.
- D.8.d. The Contractor shall maintain records for all personnel used in the performance of this Contract. Said records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.
- D.8.e. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of *Tennessee Code Annotated*, Section 12-4-124, *et seq.* for acts or omissions occurring after its effective date. This law requires the Commissioner of Finance and Administration to prohibit a contractor from contracting with, or submitting an offer, proposal, or bid to contract with the State of Tennessee to supply goods or services for a period of one year after a contractor is discovered to have knowingly used the services of illegal immigrants during the performance of this Contract.
- D.8.f. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not either a United States citizen, a Lawful Permanent Resident, or a person whose physical presence in the United States is authorized or allowed by the federal Department of Homeland Security and who, under federal immigration laws and/or regulations, is authorized to be employed in the U.S. or is otherwise authorized to provide services under the Contract.
- D.9. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.10. Prevailing Wage Rates. All contracts for construction, erection, or demolition or to install goods or materials that involve the expenditure of any funds derived from the State require compliance with the prevailing wage laws as provided in *Tennessee Code Annotated*, Section 12-4-401 *et seq.*
- D.11. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.12. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.13. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or

condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.

- D.14. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint ventures, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

The Contractor, being an independent contractor and not an employee of the State, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Contractor's employees, and to pay all applicable taxes incident to this Contract.

- D.15. Insurance. The Contractor shall maintain, at minimum, the following insurance coverages as evidenced by a Certificate of Insurance:

D.15.a. Professional Liability Insurance (PLI) basic minimum coverage of one million dollars (\$1,000,000).

D.15.b. Workers' Compensation/ Employers' Liability (including all states coverage) with a limit not less than the relevant statutory amount or one million dollars (\$1,000,000) per occurrence for employers' liability whichever is greater.

D.15.c. Comprehensive Commercial General Liability (including personal injury & property damage, premises/operations, independent contractor, contractual liability and completed operations/products) with a bodily injury/property damage combined single limit not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate.

D.15.d. Automobile Coverage (including owned, leased, hired, and non-owned vehicles) with a bodily injury/property damage combined single limit not less than one million dollars (\$1,000,000) per occurrence.

D.15.e. At any time State may require the Contractor to provide a valid Certificate of Insurance detailing Coverage Description; Insurance Company & Policy Number; Exceptions and Exclusions; Policy Effective Date; Policy Expiration Date; Limit(s) of Liability; and Name and Address of Insured. Failure to provide required evidence of insurance coverage shall be a material breach of this Contract.

D.15.e.1. Certificates shall name insured, producer, carrier(s), and the "State of Tennessee" as certificate holder, with the correct address of the State

D.15.e.2. The Certificate shall stipulate ten (10) days prior written notice to certificate holder in the event coverage is changed or renewed.

D.15.e.3. Values of all limits and deductibles need to be given in like units

NOTE: "Umbrella" or "excess" insurance is not an acceptable substitute for the specified minimum amounts of required liability and workers compensation insurance. The Contractor shall provide, no later than the contract start date, a valid certificate of insurance naming the State of Tennessee as an additional insured.

- D.16. State Liability. The State shall have no liability except as specifically provided in this Contract.
- D.17. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.
- D.18. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.19. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under Tennessee Code Annotated, Sections 9-8-101 through 9-8-407.
- D.20. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties'

agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.

- D.21. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.
- D.22. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with other terms and conditions of this Contract, the special terms and conditions shall control.
- E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made in accordance with the following methods: by certified, first class mail, return receipt requested and postage prepaid; by overnight courier service with an asset tracking system; or by EMAIL with appropriate attachments. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State:

Name
Department of
Office
312 8th Avenue North, 21st/22nd Floor
Nashville, TN 37243
615-741-xxxx (phone)
615-741-xxxx (fax)

The Contractor:

Name and Title of Contractor Contact Person
Name of Contractor Company
Address
Telephone Number
Facsimile Number
Email Address

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- E.3. Incorporation of Additional Documents. In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, the documents shall govern in order of precedence detailed below. Included in this Contract by reference are the following documents:
- E.3.a. The Contract document and its Attachments
- E.3.b. The Request for Proposal and its associated Amendments
- E.3.c. The Contractor's Proposal and all Clarifications and Addenda
- E.4. Subject to Funds Availability. This Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract on or before the effective termination date specified. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the effective termination date. Upon such termination, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- E.5. Tennessee Consolidated Retirement System. The Contractor acknowledges and understands that, subject to statutory exceptions contained in Tennessee Code Annotated, Section 8-36-801, et seq., the law governing the Tennessee Consolidated Retirement System (TCRS), provides that if a retired member of TCRS, or of any superseded system administered by TCRS, or of any local retirement fund established pursuant to Tennessee Code Annotated, Title 8, Chapter 35, Part 3 accepts State employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and

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the State under this Contract is that of "employee/employer" and not that of an independent Contractor, the Contractor may be required to repay to TCRS the amount of retirement benefits the Contractor received from TCRS during the period of this Contract.

- E.6. Contractor Developed Programs. Upon completion or termination of this Contract, application programs and systems and other management systems developed by the Contractor and used for the implementation of the State's projects shall be licensed to the State at no fee or otherwise remain with the State for use in management of other projects.
- E.7. State Ownership of Work Products. The State shall have ownership, right, title, and interest, including ownership of copyright, in all work products, including computer source code, created, designed, developed, derived, documented, installed, or delivered under this Contract subject to the next subsection and full and final payment for each "Work Product." The State shall have royalty-free and unlimited rights and license to use, disclose, reproduce, publish, distribute, modify, maintain, or create derivative works from, for any purpose whatsoever, all said Work Products.
- E.7.a. To the extent that the Contractor uses any of its pre-existing, proprietary or independently developed tools, materials or information ("Contractor Materials"), the Contractor shall retain all right, title and interest in and to such Contractor Materials, and the State shall acquire no right, title or interest in or to such Contractor Materials EXCEPT the Contractor grants to the State an unlimited, non-transferable license to use, copy and distribute internally, solely for the State's internal purposes, any Contractor Materials reasonably associated with any Work Product provided under the Contract.
- E.7.b. The Contractor shall furnish such information and data as the State may request, including but not limited to computer code, that is applicable, essential, fundamental, or intrinsic to any Work Product and Contractor Materials reasonably associated with any Work Product, in accordance with this Contract and applicable state law.
- E.7.c. Nothing in this Contract shall prohibit the Contractor's use for its own purposes of the general knowledge, skills, experience, ideas, concepts, know-how, and techniques obtained and used during the course of providing the services requested under this Contract.
- E.7.d. Nothing in the Contract shall prohibit the Contractor from developing for itself, or for others, materials which are similar to and/or competitive with those that are produced under this Contract.
- E.8. Copyrights and Patents. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims or suits which may be brought against the State for infringement of any laws regarding patents or copyrights which may arise from the Contractor's performance of this Contract. In any such action brought against the State, the Contractor shall satisfy and indemnify the State for the amount of any final judgment for infringement. The Contractor further agrees it shall be liable for the reasonable fees of attorneys for the State in the event such service is necessitated to enforce the terms of this Contract or otherwise enforce the obligations of the Contractor to the State. The State shall give the Contractor written notice of any such claim or suit and full right and opportunity to conduct the Contractor's own defense thereof.
- E.9. Hold Harmless. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys for the State in the event such service is necessitated to enforce the terms of this Contract or otherwise enforce the obligations of the Contractor to the State.
- In the event of any such suit or claim, the Contractor shall give the State immediate notice thereof and shall provide all assistance required by the State in the State's defense. The State shall give the Contractor written notice of any such claim or suit, and the Contractor shall have full right and obligation to conduct the Contractor's own defense thereof. Nothing contained herein shall be deemed to accord to the Contractor, through its attorney(s), the right to represent the State of Tennessee in any legal matter, such rights being governed by Tennessee Code Annotated, Section 8-6-106.
- E.10. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief that it, its principals, and its subcontractors:
- E.10.a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State department or agency;
- E.10.b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection

with obtaining attempting to obtain, or performing a public (Federal, State, or Local) transaction or grant under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

E.10.c. are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or Local) with commission of any of the offenses detailed in section b. of this certification; and

E.10.d. have not within a three (3) year period preceding this Contract had one or more public transactions (Federal, State, or Local) terminated for cause or default.

The Contractor shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified.

E.11. Contractor Commitment to Diversity. The Contractor shall comply with and make reasonable business efforts to exceed the commitment to diversity represented by the Contractor's submitted Proposal resulting in this Contract.

E.11.a. The Contractor shall assist the State in monitoring the Contractor's performance of this commitment by providing, as requested, a quarterly report of participation in the performance of this Contract by small (SBE), minority (MBE), and women (WBE) certified businesses, and businesses owned by persons with a disability.

E.11.b. Such reports shall be provided to the State of Tennessee Governor's Office of Business Diversity Enterprise in form and substance as required by said office.

End of Contract Terms

SIGNATURES: A signatory page will be included for all official signatures per the State's requirements, similar to the following:

This Agreement entered into as of the day and year first written above as witnessed:

IN WITNESS WHEREOF:

BY CONTRACTOR: _____
Contractor Legal Entity Name:

Signature: _____ Date

Name: _____

Title: _____

APPROVED:

Signature: _____
Robert E. Oglesby, State Architect Date

Signature: _____
Mark A. Emkes, Commissioner Date
Department of Finance and Administration

Signature: _____
Steven G. Cates, Commissioner Date
Department of General Services

Signature: _____
Justin P. Wilson, Comptroller of the Treasury Date
for compliance with policy and statute

Signature: _____
Robert E. Cooper, Jr., Attorney General Date
for form and legality

Contract Attachment A

SCOPE OF SERVICES AND WORK PLAN For Facility Assessment & Master Planning

Tasks, Services, and Deliverables to be provided by Contractor to the State

The following outline encompasses an overall scope. The sections and subsections delineate a majority of the categories currently of interest to the State at the time of advertisement of this RFP. Over the course of the project the State anticipates discovery of elements that will be necessary to address, thus the indefinite nature of this initiative. The Contractor, by nature of consultation services to the State, shall be expected to advise, recommend, and offer guidance to the State in support of this project's vast objectives in order to achieve the degree of comprehensive results in keeping with the State's statewide goal.

A. General Tasks

- A.1. All documents to be provided electronically, with paper copies provided additionally as requested.
- A.2. Provide written notes recording meeting minutes, review comments, direction by the State, and any other information pertinent to the course of the project from all formal project related meetings and pertinent conversations.
- A.3. Provide and maintain a detailed project schedule with targeted milestone dates and definition of critical path process.
- A.4. Provide monthly summary reports of findings.
- A.5. Identify opportunities and conditions of significant "early wins" whenever they occur during this study so the State may leverage those as soon as possible for additional support and funding.
- A.6. Provide diagrams, site and floor study plans, etc as necessary.
- A.7. Provide five (5) copies of all deliverables typical for each phase, including at a minimum:
 - A.7.a. Executive summary.
 - A.7.b. Goals and Objectives.
 - A.7.c. End of Phase deliverables stated herein.
 - A.7.d. Conclusions and recommendations.
 - A.7.e. Appropriate financial analysis, cost estimates, etc.
 - A.7.f. Incorporate illustrations, graphics, drawings/sketches, etc. where applicable to provide additional clarity.
 - A.7.g. Provide an interim report in March 2012.
 - A.7.h. Provide an interim report and make a presentation to the State Building Commission on or near May 10, 2012.
 - A.7.i. Provide an interim report in July 2012.
 - A.7.j. Provide an initial milestone report of recommendations and findings with presentation to the State Building Commission on or near November 8, 2012.
- A.8. Provide data as requested by the State in a State pre-approved, non-proprietary, industry-recognized, standard file format which can be easily linked to the State's own internal tracking, reporting and data/project management and GIS systems without significant additional work by either party.
- A.9. At milestone points in task processes, the State shall review and provide direction to the Contractor regarding proposed alternate options/solutions. Provide an appendix to final reports/deliverables that summarizes decision points by the State regarding proposed alternatives presented during/throughout the various studies and components of studies.
- A.10. The following areas of study have been defined for both MASTER PLANNING and FACILITY ASSESSMENT areas of work:
 - A.10.a. Space administered by Real Property Administration (RPA).
 - A.10.a.1. Facilities Revolving Fund (FRF) space – (primarily office and warehouse type space)
 - a). Total FRF Space approximately 7.91 million rentable SqFt.
 - b). 6.08 million rentable SqFt owned, 3.8 million GSqFt leased.

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- A.10.a.2. Other FRF type space (primarily office and warehouse type space) approximately 7.01 million rentable SqFt. See Exhibit D.

B. FACILITIES ASSESSMENTS

B.1. Facility Condition Overview Survey

Note: The State is requesting Proposers provide information regarding two Facilities' Assessments scopes of work as alternatives to be considered by the State. The first method would include a Facilities Condition Overview Survey addressing only a limited number of buildings for major or critical items only, and a second method would include a full scale facilities survey of all requested buildings. The intent is to provide flexibility to the State subject to available funding.

- B.1.a. The Contractor shall actively observe, identify, document and present the scope and preliminary opinion of construction cost of all MAJOR critical items needing immediate or short term maintenance and/or renovation for facilities as identified in writing by the State.
- B.1.b. Such items to include as a minimum:
- B.1.b.1. Legal or court order mandate projects
 - B.1.b.2. Emergency situations
 - B.1.b.3. Life Safety, or other code related items including ADA
 - B.1.b.4. Building envelope failures
 - B.1.b.5. Structural failures
 - B.1.b.6. Major engineering systems failures or potential failures due to significant age or condition obsolescence
 - B.1.b.7. Other high capital improvement cost items
 - B.1.b.8. Other high capital maintenance cost items
 - B.1.b.9. Other high operating cost items

B.2. FACILITY ASSESSMENTS

- B.2.a. Utilizing the State's non-proprietary software (as currently utilized by Tennessee Board of Regents ("TBR")), to determine/provide at a minimum the following for each property in the scope of work:
- B.2.a.1. Survey data, information, photographs, etc. similar to that gathered, assessed and reported by TBR on their projects to date and to be posted on the State website for public access - see <http://pfs.tbr.edu/> for access to this content on the TBR website -including a view of a completed existing survey and reporting content in preparation for Contractor's proposal.
 - B.2.a.2. Calculate a Facility Condition Index ("FCI") for each property assessed by determining its current and deferred maintenance cost and its replacement value, then plot its current status along its life/cost curve to determine future cost implications relative to when the needed improvements are addressed so that the implications of further deferral, without any or full improvements of any kind, are understood.
 - B.2.a.3. Prepare proposed financial documents (pro formas, etc. based on State's required payback period, available funding sources, etc.) validating value of all proposed improvements for each property based on Contractor's analysis and recommendations.

B.3. Energy Audits

- B.3.a. Utilizing non-proprietary software, to determine/provide at a minimum the following for each property in scope of work:
- B.3.a.1. Base scope is an ASHRAE level I energy audit including:
 - B.3.a.2. Building walk-through, interview of facility personnel and overview assessment to identify low-cost/no-cost Energy Conservation Measures ("ECM") including estimate of energy consumption savings and energy cost savings.
 - B.3.a.3. Assessment of building energy consumption with breakout based on energy end-use.

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- B.3.a.4. Identify potential capital improvement ECMs for further study (see level II audit below)
 - B.3.b. The scope of work for energy data may be expanded to an ASHRAE level II energy audit including:
 - B.3.b.1. Establish a baseline for energy consumption (in terms of both cost and energy) based on at least two years of historical building data.
 - B.3.b.2. Provide benchmarking to similar buildings (based on use, size, age, location, orientation, etc.) such as through Energy Star Portfolio Manager.
 - B.3.b.3. Identify ECMs including potential savings and cost analysis considering the State's constraints and economic criteria. Provide separate analysis of each ECM and identify synergies.
- Note: Due to existing assessments and audits, the Contractor may be asked to perform either facility assessments or energy audits or both on some projects as needed.

B.4. On-going operations and maintenance costs reduction study

- B.4.a. Analysis of existing facility operating and maintenance costs, including but not limited to deferred maintenance and utility costs.
- B.4.b. Recommend short and long term priorities and specific detailed strategies by project to reduce these costs.

B.5. Development of Web-based Facility Assessment Maintenance Guides and Training

- B.5.a. For State Employees to maintain and update all of the Contractor's Facility Assessment deliverables; and to self-perform future Facility Assessments themselves
 - B.5.a.1. Facilities Assessments
 - B.5.a.2. Energy Audits
 - B.5.a.3. On-going operations and maintenance costs reduction study
- B.5.b. Easily compatible without additional work for linking to the State's own web-based system

C. MASTER PLANNING

C.1. Overall Process

For all facilities identified in writing by the State, the Contractor shall:

- C.1.a. Collect Necessary Actionable Data
- C.1.b. Provide Strategic Recommendations
- C.1.c. Identify the Cost and Efficiency Drivers and opportunities within the Real Estate Portfolio for ownership/occupancy cost reduction through:
 - C.1.c.1. Space reduction
 - C.1.c.2. Renegotiation of lease terms
 - C.1.c.3. Consolidation in order to achieve fewer properties
 - C.1.c.4. Reduction in property related costs
 - C.1.c.5. Elimination of unneeded/unnecessary properties
 - C.1.c.6. Optimization of remaining property
 - C.1.c.7. Target, identify, describe and prioritize items to achieve stated goals
- C.1.d. Prioritize Actionable Steps.
- C.1.e. Set key performance indicators for on-going life-cycle portfolio management, for centralized management and control, and continual improvement.
- C.1.f. Provide Energy star comparison for each State-owned building.

C.2. Space Utilization Housing Plan

- C.2.a. Contractor is to meet with key leadership staff for each entity (Department or Agency of the State) and challenge/confirm the information previously provided by each entity regarding their own projections or request of needs and preferences as related to its mission, etc. and in concert with other State requirements or standards for all three plans requested below.
- C.2.b. Contractor shall also utilize its own experience and expertise when making its recommendations
- C.2.c. Provide three (3) plans:
 - C.2.c.1. Within the next 5 years

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- C.2.c.2. Within years 6-10
- C.2.c.3. Within years 11-15
- C.2.d. Each entity
 - C.2.d.1. How much space is needed
 - C.2.d.2. What other entities need to be adjacent or separate
 - C.2.d.3. What type of space is needed
 - a). Private office,
 - b). Standard open office,
 - c). High density open office,
 - d). Non-Office program-required task space
 - e). Non-Office program-required client services space
 - f). Non-Office program-required storage/filing space
 - g). Shared space – inter entity
 - h). Shared space – intra entity
 - i). Hoteling
 - j). Work from home
 - k). etc.
 - C.2.d.4. Where the space should be located
 - a). Existing owned to be renovated
 - b). Proposed owned new construction
 - c). Existing leased
 - d). Proposed leased
 - C.2.d.5. Shared spaces between multiple entities
 - a). How much can be shared
 - b). What type can be shared
 - c). Which entities can share these spaces
 - d). Where should these spaces be located
 - C.2.d.6. Needed moves
 - a). Who needs to move, the number of personnel and the Net Usable Square Footage being moved per entity
 - b). When do they need to move
 - c). Where do they need to move
 - d). Estimated move costs
 - (1). Furniture Costs
 - (2). Technology Costs
 - (3). Mover Costs
 - (4). Other
 - (5). Total entity relocation costs
 - C.2.d.7. Graphic presentation of the Housing Plan shall be in digital format agreeable to the State as previously referenced in the general requirements section

C.3. Current Space Leases

Renegotiate lease terms in remaining properties to extent possible and prioritize for the greatest savings to the State/Client.

C.4. Space Ownership Plan

- C.4.a. Evaluation of current State owned and leased space properties including a general assessment of each property's and/or building's facility conditions (to be verified in greater detail in Facility Assessment scope of work)
- C.4.b. Provide three (3) plans:
 - C.4.b.1. Within the next 5 years
 - C.4.b.2. Within years 6-10
 - C.4.b.3. Within years 11-15
- C.4.c. Each building's needs for both
 - C.4.c.1. Capital improvements (renovation or new construction)
 - C.4.c.2. Maintenance assessments
- C.4.d. Property
 - C.4.d.1. Which properties (owned and leased building and land) should be:
 - a). Disposed

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- b). Acquired
 - c). Further developed as a short term property
 - d). Further developed as a long term property
 - e). Demolished
 - f). Other (such as possible Public-Private Partnerships, etc.)
 - g). And the general time frame associated with each decision for each property
- C.4.d.2. Based on:
- C.4.d.3. Entity
- a). Goals and Objectives
 - b). Personnel and space needs
- C.4.d.4. Location
- C.4.d.5. Value
- C.4.d.6. Capacity
- C.4.d.7. Need
- C.4.d.8. Support of a regional plan
- C.4.d.9. Support of a local plan
- C.4.d.10. Support of existing transportation and infrastructure systems
- C.4.d.11. Promotion of access to community services and resources
- C.4.d.12. Supports existing businesses
- C.4.d.13. Supports the creation of new jobs
- C.4.d.14. Supports good stewardship practices
- C.4.d.15. Enhances the health and well being of our residents, employees, and those conducting business with or visiting our State

C.5. Facility Identification and GIS Database Validation Plan

- C.5.a. The State's Department of Finance & Administration (F&A), Office for Information Resources - Geospatial Information System (OIR-GIS) Services division has created a GIS layer of all State facilities (building polygons or footprints in ESRI file geo-database format), but they do not currently link to the State's current external databases of project information.
- C.5.b. Contractor is to meet with each entity's key leadership staff and other key State staff to determine and document background information as to why entities are in the locations and space(s) / building(s) they are currently in as well as any issues or concerns associated with an office's possible relocation, consolidation, elimination, optimization, etc.
- C.5.c. Contractor shall also utilize its own experience and expertise when making its recommendation.
- C.5.d. The Contractor, with guidance, direction and technical assistance from F&A OIR-GIS Services and during meetings with state agency staff to complete other contracted scope of work, is expected to locate in the field, then identify and match the records in the properties database to the corresponding facility footprints in the GIS layer and create each structure's unique identifier. The identification process is expected to include interviews with facility managers to examine a map and compare building names and/or addresses that may have discrepancies between the databases, and extraction of building coordinates from online aerial photography.
- C.5.e. Please note: As previously stated above in the forward to this Scope of Services and Work Plan, it is the intent of this contracted scope of work for all relevant delivered content to be linked to the GIS building footprints so that inquiries, searches, etc. can occur and this GIS system can permit the State to more effectively understand and efficiently managed its statewide facility resources.

C.6. Project Prioritization Plan

- C.6.a. Determine and document the recommended processes and criteria for those State entities which are contractually part of the approved scope (from the full selection of those identified in this item below) to implement each year in their determination of priorities, both individually and collectively, for:
- C.6.a.1. Capital Projects
 - C.6.a.2. Capital Maintenance Projects
- C.6.b. For each individual "organizational type" entity (department, agency, etc.) included in the scope of work, and as contracted.

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- C.6.c. For the State Building Commission, the State of Tennessee's top real property oversight entity of all projects for the entities listed above state wide.
- C.6.c.1. Criteria shall include as a minimum:
- a). Projects that are consistent with the requirements of legal or court-ordered mandates
 - b). Renovation projects that directly impact an entity's ability to support its primary mission.
 - c). New Construction projects that directly impact an entity's ability to support its primary mission.
 - d). Projects to address the renovation of buildings that are obsolete due to age or condition
 - e). And additionally for each of the items b) thru d) above the following criteria:
 - (1). Projects that previously received partial funding or equipment not previously funded but required to complete a capital project.
 - (2). Renovations of existing space to address deteriorated physical conditions or functional deficiencies.
 - (3). Other projects that do not directly support the entity's primary mission.
 - f). Projects that are of a true emergency nature to avoid immediate damage to persons or property or the environment; or unforeseen maintenance projects absolutely essential and indispensable to an entity's operations.
 - g). Special Opportunity Projects – such as those partially or fully funded with federal grant or private donation(s) that require the immediate construction, renovation, or demolition of space, and/or cannot wait until the next budget cycle.
 - h). Unique properties – Historically significant, State significant, recognized landmarks, etc.
 - i). Projects in buildings where the Proposer recommends the State continue to invest in its long term ownership and use based on all relevant contracted scope of work and factors consider by the Proposer, including, but not limited to, needed expenditures for future capital and maintenance projects based on Facilities Condition Overview or Assessment Surveys, FCI information, etc.

C.7. Development of Web-based Master Plan Maintenance Guides and Training

- C.7.a. For State Employees to maintain and update all of the Contractor's Master Plans deliverables; and to self-perform future Master Planning themselves
- C.7.a.1. Space Utilization Housing Plan
 - C.7.a.2. Space Ownership Plan
 - C.7.a.3. Project Prioritization Plan
 - C.7.a.4. Facility Condition Overview Survey
- C.7.b. Easily compatible without additional work for linking to the State's own web-based system

Contract Attachment A
SCOPE OF SERVICES AND WORK PLAN
For Facility Management Services

Facility Management Services

D. Facility Management Services will be delivered statewide.

D.1. In State of Tennessee owned facilities, Contractor will afford the State a single provider for a comprehensive set of facility operations, maintenance and repair needs. The Contractor will develop processes, procedures, and controls to maintain cost effective solutions that support the overarching goals of the State; and

D.2. In State of Tennessee leased facilities, services will include all facility operations currently contracted by the State to perform within the leased space.

E. Facility Management Services include managing all aspects of day-to-day operations, maintenance, and repairs of electrical, mechanical, plumbing and fire protection systems, and general building maintenance (i.e. painting, flooring, furniture/cubical configurations, and general repairs).

The Contractor is responsible for providing all requested services and for addressing and resolving all tenant complaints. If the Contractor is unable to provide a service without the assistance of a subcontractor, then the Contractor must follow all State rules, regulations, and procedures for completing a Request for Proposals ("RFP") and procuring services. The Contractor shall manage, monitor, audit, randomly inspect, and complete evaluations on all subcontractors. The Contractor shall provide the State with periodic reports detailing and summarizing all subcontractors' performance initiatives (at times agreed upon by the parties). The State reserves the right to require the Contractor to change subcontractors, should the subcontractor's performance be unsatisfactory.

The Contractor **may** be asked to provide the following services:

E.1. *Routine and Operational Building Maintenance*, which shall require ensuring ongoing general operations, through minor repair and upkeep of plumbing, electrical, architectural, generator and heating and cooling systems.

E.2. *Preventative Maintenance*, which shall require scheduled daily, weekly, and monthly maintenance, with the purpose of preventing failure of equipment and prolonging its operational life.

E.3. *Building Envelope Maintenance*, which shall require monitoring of the windows, walls and roof of each building, ensuring structural integrity, and delivery of applicable maintenance required to keep the building dry and secure; requires regular inspections, repairs, and preventative maintenance.

E.4. *Janitorial/Housekeeping Services*, which shall require: managing and monitoring janitorial service delivery, to ensure thorough and timely cleaning of State properties (including but not limited to lobbies and entrances, break rooms and vending areas, restrooms, office areas, conference and meeting rooms); setting standards and monitoring compliance; facilitating provision of the proper equipment and supplies for delivery of cleaning services.

E.5. *Critical Management/Alert Monitoring* shall require investigation, documentation, and implementation of best practices for monitoring critical mechanical, electrical, and plumbing systems.

E.6. *Emergency Communication Center (the State's Delta Room)*, which shall require adequate staffing, monitoring and maintenance of telephone systems to ensure uninterrupted telephone service, rapid response to emergency requests, and energy management system monitoring.

E.7. *Waste Management, Trash/Dumpster Collection, and Recycling*, which shall require: managing and monitoring the collection, transport, processing, or disposal of waste materials; assisting in State and tenant-led recycling campaigns, ensuring the proper disposal of collected recycling materials to the proper locations both on site and off site; and oversight for trash removal, including large dumpster pickups.

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- E.8. *Pest Control*, which shall require: keeping buildings free of bugs, insects and other vermin; managing pest control contracts to ensure compliance; performing regularly scheduled inspection to ensure compliance.
 - E.9. *Security Management and Access Control* shall require contracting, managing, and monitoring day to day:
 - E.9.a. *Security of buildings, grounds, and parking lots*, specifically including, but not limited to: physical guards; security operations; partnering with the State to set policy and procedures; changing post orders; conducting contract audits; and ensuring all security systems are operational.
 - E.9.b. *Access Control*, which shall require maintaining lock systems within State buildings; provision for and management of the state approved identification badge system; and card swipe security.
 - E.10. *Lawn Care Services/Landscaping*, which shall require maintenance of lawns, grounds and plants outside and inside buildings; and keeping flower beds free of weeds and debris.
 - E.11. *Snow/Ice Removal* shall require ensuring expedited removal of snow and ice and placement of salt to allow safe ingress and egress of State buildings.
 - E.12. *Emergency power supplies/UPS (uninterruptible power supplies)* shall require establishment and maintenance of the ability to quickly and efficiently transfer from main power to emergency or stand-by power.
 - E.13. *HVAC Systems*: Service shall include monitoring and maintenance of indoor air quality, temperature and humidity, boilers, chillers, cooling towers, water treatment systems, package units, heat pumps, compressors, dryers, evaporative coolers, economizers, and where applicable, computer room air conditioners (CRAC).
 - E.14. *Fire Alerting and Suppression Systems*, which shall include monitoring, testing, and maintenance of all fire monitoring and suppression systems including fire alarms, panels, piping, fire extinguishers, sprinklers, alarm-activated doors, and access control equipment.
 - E.15. *Safety & Emergency Training/Fire Warden Program*:
 - E.15.a. *Safety & Emergency Training* shall require ensuring that all emergency evacuation drills (fire, tornado, and shelter-in-place) are planned, conducted and debriefed.
 - E.15.b. *Fire Warden Programs* shall be established for buildings with large tenant populations, to coordinate emergency and practice drill evacuations. The program must include coordination, training, and testing (by execution of practice drills).
 - E.16. *Emergency Systems Management* shall require maintenance and testing of Automatic External defibrillators (AEDs), first aid kits, disaster recovery kits, and safety equipment.
 - E.17. *Utility/Energy Management* requires partnering with the State to monitor and track utility usage and billings, seeking options for reducing energy costs; and monitoring and maintaining the computerized energy management and/or building management systems.
 - E.18. *Swing Stage Management*, which shall require ensuring that all testing, maintenance and certifications are performed on the building swing stage system (window washer's platforms) on buildings equipped with such equipment.
 - E.19. *Furniture*: Service shall require installation, repair, and maintenance of furniture (traditional and systems-type), and/or provide oversight of commercial installer(s) of systems furniture; and provide furniture upgrades when necessary.
 - E.20. *Common area upgrades* shall require the coordination of and arrangement for common area upgrades when they become necessary, or periodically to maintain a modern, up-to-date building.
 - E.21. *Parking Lot Maintenance*, which shall include any repair or security needs to State parking lots and Auto Towing as necessary to enforce appropriate use of State parking lots.
- F. The State reserves the authority to add or remove services as it deems necessary or appropriate, to accommodate expiration of contracts, during the term of this contract which were in force on the start date of this contract (see Section B, Contract Term). Services to be added may include, but are not limited to:

Contract Attachment A

- F.1. Elevator Management & Maintenance, which shall require ensuring safe, clean, reliable operation of elevators; monitoring for contractor compliance; and timely and accurately processing of subcontractor invoices.
- F.2. Parking Management, which shall include assigning and managing of assigned State parking spaces in State lots and reserved spaces in State lots and garages.
- F.3. Food Services, which shall include planning and implementation of potential food court services within State buildings.
- G. The Contractor shall deliver the following additional administrative and professional services, in support of contract delivery:
 - G.1. *Vendor Management* requires that the Contractor shall provide proper oversight of all subcontractors, including periodic audits as applicable to each subcontractor's work.
 - G.2. *Contract Management*, which shall require oversight on all long term service related contracts, performing periodic audits, to ensure subcontractors are adhering to applicable State policies and procedures, monitoring pricing structures, and processing invoices.
 - G.3. *General Reporting* of each facility and service provided.
 - G.4. *Compliance Reporting*, of each contract related to facility management.
 - G.5. *Invoice Payment Processing* and related accounting services.
 - G.6. Budgeting for service subcontracts required under this contract.
 - G.7. *Asset Management*, which shall require management of all of the State's real assets, including the buildings themselves and all property inside the buildings such as furniture and other equipment.
 - G.8. *Disaster Recovery Assistance*: In partnership with applicable State agencies, the Contractor shall assist in management of recovery efforts, as dictated by the circumstances of the disaster.
 - G.9. *Crisis Management and Communications*, which shall require, in the event of natural or manmade building disaster, provision of disaster recovery efforts and communications to the tenants and appropriate State officials.
 - G.10. *Continuous Improvement Recommendations* for any and all services delivered under this contract.
 - G.11. *Project Management*, which shall require identification of and commitment to projects; following each project from inception and approval to completion, ensuring adherence to time and cost restraints, and limiting tenant disruption.
 - G.12. *Tenant Work Requests*, which shall require coordination with building tenants, for improvements they wish to make in work spaces not covered by Facility Revolving Funds (FRF). This coordination ensures that changes to buildings will be done in a manner consistent with rules and regulations.
 - G.13. *Computerized Maintenance Management System (CMMS)*, shall enable the facility manager, subordinates and customers to track the status of maintenance work on their assets and the associated costs of that work. The systems is utilized by facilities maintenance organizations to record, manage and communicate their day-to-day operations, and provide reports to use in managing resources, preparing facilities key performance indicators metrics to use in evaluating the effectiveness of current operations.
 - G.14. *Tenant Relations/Communications* shall require maintaining a positive rapport with building tenants, to ensure they are aware of building operations and issues, and provision of emergency communications as applicable.
 - G.15. *Supplies/Inventories*: The Contractor shall maintain a detailed, accurate supplies inventory of all consumable building products.
 - G.16. *Special Events Coordination*: The Contractor shall ensure that special events, celebrations, media events and other nonrecurring events are coordinated to ensure that necessary logistical arrangements are in place, events operate efficiently, and damage to buildings and building systems is prevented.

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- H. The State may, at its sole discretion and with written notice to the Contractor, request changes in the scope of services that are necessary but were inadvertently unspecified in the scope of services of this Contract.
- H.1. After receipt of a written request for additional services from the State, the Contractor shall respond to the State, within a maximum of ten (10) business days, with a written proposal for completing the service. Said proposal must specify the following:
- H.1.a. The effect, if any, of implementing the requested change(s) on all other services required under this Contract;
 - H.1.b. The specific effort involved in completing the change(s);
 - H.1.c. The expected schedule for completing the change(s); and,
 - H.1.d. The maximum cost for the change(s).
- The Contractor shall not perform any additional service until the State has approved the proposal. If approved, the State will sign the proposal, and it shall constitute an agreement between the Contract Parties pertaining to the specified change(s) and shall be incorporated, hereby, as a part of this Contract.
- H.2. *Completion of Work.* Completion of work or service and acceptable completion shall be at the sole determination of the State.
- H.3. The State will compensate the Contractor only for acceptable work. All acceptable work performed pursuant to an approved proposal of services, without a formal amendment of this contract, shall be remunerated in accordance with and further limited by contract section C.4.c., PROVIDED THAT, the State shall be liable to the Contractor only for the cost of the reasonable and actual necessary work completed, not to exceed the maximum cost for the change detailed in the agreement. Upon State approval of the work, the Contractor shall invoice the State in accordance with the relevant provisions of this Contract.

End of Scope of Services and Work Plan

Contract Attachment B

**Consultant Services
for
Facility Assessment, Master Planning &
Facility Management Services
SBC NUMBER: 460/000-01-2011**

Cost Item Description	Cost
B.2 Facility Assessments	\$ _____./SqFt per completed facility
B.3 Energy Audits	\$ _____./SqFt per completed facility
B.4 On-going Operations (Cost reduction Study)	\$ _____./SqFt per completed facility
C.1 Actionable Data and Steps	\$ _____ per completed scope of work
C.2 Space Utilization Housing (Planning and Deliverables)	\$ _____ per completed scope of work
C.3 Current Space Leases (Evaluation, Cost Savings Analysis, and Deliverables)	\$ _____ per completed scope of work
C.4 Space Ownership Plan	\$ _____ per completed scope of work
C.5, C.6, C.7 Facility Plan Data Tools, Data Prioritization Criteria Plan, and Web-based Solution Plan with Data Maintenance	\$ _____ per completed scope of work
Janitorial/Housekeeping Services	\$ _____./ Sq Ft per month
HVAC Systems	\$ _____./ Sq Ft per month
Security Management and Access Control	\$ _____./ Sq Ft per month
Elevator Management & Maintenance	\$ _____./ Sq Ft per month
Lawn Care Services/Landscaping	\$ _____./ Sq Ft per month

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