



STATE OF TENNESSEE
Department of General Services

**REQUEST FOR PROPOSALS # 50101-00311
AMENDMENT #Two
FOR Janitorial (Memphis)**

DATE: December 19, 2011

RFP # 50101-00311 AMENDED AS FOLLOWS:

1. This RFP Schedule of Events updates and confirms scheduled RFP dates.

	EVENT	TIME	DATE	UPDATED / CONFIRMED
1	State Issues RFP		11/10/11	Confirmed
2	Disability Accommodation Request Deadline	2:00 PM	11/16/11	Confirmed
3	Pre-proposal Conference	12:00 PM	11/17/11	Confirmed
4	Notice of Intent to Propose Deadline	2:00 PM	11/18/11	Confirmed
5	Written Comments Deadline	10:00 AM	11/23/11	Confirmed
6	State Responds to Written Comments		11/30/11	Confirmed
7	Proposal Deadline	10:00 AM	12/7/11	Confirmed
8	State Completes Technical Proposal Evaluations		12/12/11	Confirmed
9	State Opens Cost Proposals & Calculates Scores	9:00 AM	12/13/11	Confirmed
10	State Issues Evaluation Notice & Opens RFP Files for Public Inspection		12/15/11	Updated
11	Contract Signing		12/29/11	Updated
12	Contract Signature Deadline		12/29/11	Updated



STATE OF TENNESSEE
Department of General Services

**REQUEST FOR PROPOSALS # 50101-00311
AMENDMENT # One
FOR Janitorial (Memphis)**

DATE: November 30, 2011

RFP # 50101-00311 AMENDED AS FOLLOWS:

1. This RFP Schedule of Events updates and confirms scheduled RFP dates.

EVENT	TIME	DATE	UPDATED / CONFIRMED
1 State Issues RFP		11/10/11	Confirmed
2 Disability Accommodation Request Deadline	2:00 PM	11/16/11	Confirmed
3 Pre-proposal Conference	12:00 PM	11/17/11	Confirmed
4 Notice of Intent to Propose Deadline	2:00 PM	11/18/11	Confirmed
5 Written Comments Deadline	10:00 AM	11/23/11	Confirmed
6 State Responds to Written Comments		11/30/11	Confirmed
7 Proposal Deadline	10:00 AM	12/7/11	Confirmed
8 State Completes Technical Proposal Evaluations		12/12/11	Confirmed
9 State Opens Cost Proposals & Calculates Scores	9:00 AM	12/13/11	Confirmed
10 State Issues Evaluation Notice & Opens RFP Files for Public Inspection	2:00 PM.	12/14/11	Confirmed
11 Contract Signing		12/28/11	Confirmed
12 Contract Signature Deadline		12/29/11	Confirmed

2. State responses to questions and comments in the table below amend and clarify this RFP.

Any restatement of RFP text in the Question/Comment column shall NOT be construed as a change in the actual wording of the RFP document.

QUESTION / COMMENT	STATE RESPONSE
<p>1 I have a question regarding the Janitorial Services bid for the Memphis Area; how can I get the current cost (janitorial service and supplies) for the servicing of the following buildings:</p> <p>1295 Poplar Ave. Memphis TN 3200 Shelby Dr. Memphis TN 942 W. Poplar Collierville TN 126 Pleasant Ave. Covington TN 724 E. Hwy 51 N. Covington TN 3360 S. 3rd St. Memphis TN</p>	<p>It is up to the awarded vendor to determine what the supply costs will be based on industry standards and best practices. The current contract rates are not comparable to the new contract which will require the awarded vendor to provide all janitorial supplies.</p> <p>Also, the following locations are new to the State and there is no history to provide costs:</p> <p>3200 Shelby Dr.</p>

QUESTION / COMMENT	STATE RESPONSE
	<p>942 W. Poplar 126 Pleasant 724 E. Hwy 51 6075 Winchester</p>
<p>2 We utilize subcontractors as our labor. We would provide them with uniforms with our company name and logo, ID badges, and the TBI background checks for each individual working in your facilities. Can we have permission to use subcontractors in our proposal and is there any additional paperwork you need from us in regards to this?</p>	<p>Refer to RFP Sections 4.4., 4.7.2., RFP Attachment 6.2. Sections B.7., B.14., <i>pro forma</i> Contract Sections D.5., D.8., and E.11.</p>
<p>3 How many workers are currently assigned for the Night Service for each building below?</p> <p>Donnelly J. Hill Building - Labor & Workforce Development (1295 Poplar) - Labor & Workforce Development (942 W Poplar) - THDA - Human Services (Covington) - Human Services (3360 S. Third St.) -</p>	<p>The State does not require an “assigned” number of employees for the “Night Service.” It is up to the awarded vendor to determine how many employees are needed based on the amount of space to be cleaned and the type of cleaning to be done in the specific timeframe.</p>
<p>4 Under Section B - General Qualifications & Experience Items (page 21 of 65) - Item B.17 requires customer references from 2 larger current accounts and 3 completed projects.</p> <p>Question: For "Completed Projects" can we use current projects that have completed initial contracts, then rebid by our company successfully, or must these be completed completed contracts that were lost during the rebidding process?</p>	<p>“Completed” in this context refers to expired client contracts for which your company is no longer providing services.</p>
<p>5 The building in 6075 Winchester is currently closed, how should we determine putting that figure in the equation?</p>	<p>This office space is utilized as a Driver License service center and has limited hours of operation. There will be someone in the office during the hours when janitorial service is scheduled (refer to pro forma Contract Attachment Two for janitorial schedule at this building).</p>
<p>6 Who will be responsible for clearing the area of furniture when cleaning carpets and floors come in to equation?</p>	<p>The awarded vendor will be responsible.</p>
<p>7 Employees that are currently working in facility will have to be rescreened?</p>	<p>Yes, all employees currently working in the facility will have to be rescreened.</p>
<p>8 Who are the competitive company's involved in this bid?</p>	<p>State of Tennessee Services Contracting policy requires that the requested information is to remain confidential until proposals have been received:</p> <p>.03a-8 Proposal Opening & Evaluation</p> <p>The contracting agency must hold all proposal information in confidence until evaluations are completed. Notwithstanding the foregoing, upon request, the contracting agency may publicly release a list of actual proposers that submitted timely proposals directly following the proposal deadline.</p>

QUESTION / COMMENT	STATE RESPONSE
	Contracting agency staff must conduct the evaluation process as specified by the RFP document and according to the timeline detailed in the RFP schedule of events.
<p>9 Under Section C - Technical Qualifications, Experience & Approach Items (page 23 of 65)</p> <p>The following requirements are listed:</p> <p>C.2. Provide a narrative that illustrates how the Proposer will complete the scope of services, accomplish required objectives, and meet the State's project schedule.</p> <p>C.3. Provide a narrative that illustrates how the Proposer will manage the project, ensure completion of the scope of services, and accomplish required objectives within the State's project schedule.</p> <p>Question: Please help us understand the difference between these requirements in order to provide our detailed responses to each item. As I read these, they appear to be the same requirement.</p>	<p>While both requirements seek for an explanation of the proposer's qualifications, experience, and project approach, the focus of the requirements is different.</p> <p>C.2. asks "how" the Scope of Services will be completed, while meeting the State's objectives and schedule.</p> <p>C.3. asks how the project will be "managed" and how the proposer will ensure that the Scope of Services is completed while meeting the State's objectives and schedule.</p>
<p>10 How many references do we need for this proposal? Where do they go in the proposal? and/or which part of the proposal?</p>	<p>Please provide a total of five (5) customer references. Two (2) of these references should be completed by an individual at two (2) of the larger accounts you are currently servicing. The remaining three (3) references should be completed by former clients. The references should be mailed as part of your Technical Proposal submittal; however, each reference should remain in a separately sealed envelope as you received it. Please refer to RFP Attachment 6.2, Item B.17 for complete instructions.</p>
<p>11 Do we need to include the bank reference & credit reference in the proposal?</p>	<p>Yes. Please refer to RFP Attachment 6.2, Items A.3. and A.4. The Bank and Credit References are mandatory requirements and should be submitted with your Technical Proposal.</p>
<p>12 Could you please provide an awarded sample RFP? Please include letters & etc.</p>	<p>Refer to the URL link below to view past awarded proposals:</p> <p>http://www.tennessee.gov/generalserv/services%20contracting/index.html</p>
<p>13 How much toilet tissue, paper towels, soap, liners, and etc. are used in all eight buildings listed?</p>	<p>It is up to the awarded vendor to determine, based on industry standards and best practices, what they should be providing as far as supplies. Refer to <i>pro forma</i> contract section A.8.i. for custodial supplies specifications.</p>
<p>14 Which pages do you write the cost amount in? Pages 25-27 or 43-44 or both?</p>	<p>Provide a cost amount for each line item on pages 25-27 of RFP Attachment 6.3.</p> <p>The winning Proposer will sign a contract that is substantially similar to the <i>Pro Forma</i> contract, RFP Attachment 6.6., which will incorporate the payment rates. See RFP Section 5.3. for further details on the Contract Award Process.</p>

QUESTION / COMMENT	STATE RESPONSE
15 If the products used are green, eco-friendly, what training or certification is needed? Should we provide MSDS Sheets?	Yes, MSDS sheets will be required and the chemical MFG can provide recommended training and instruction on the proper use of each product.
16 The blgs. that you have requested Custodial Service Porters for 8hrs per day, can we divide the 8hrs between 2 porters for a total of 4hrs per porter per day and use the 30mins as change over time?	Yes, that would be acceptable.
17 What is the minimum and maximum number of employees that can be used to complete the Nightly Service?	Refer to answer to question #3.
18 Is parking provided for Custodial Service Porters and Nightly Service Personnel?	No.
19 Can the required Supervisor be a working Supervisor?	Yes.
20 Is the TBI background check the only acceptable background check for employees?	Yes. Refer to RFP Attachment 6.6., <i>Pro Forma</i> contract, A.8.g.



**STATE OF TENNESSEE
DEPARTMENT OF GENERAL SERVICES**

**REQUEST FOR PROPOSALS
FOR
Janitorial Services – Memphis Area**

RFP # 50101-00311

RFP CONTENTS

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- 5. PROPOSAL EVALUATION & CONTRACT AWARD**

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- 6.2. Technical Proposal & Evaluation Guide**
- 6.3. Cost Proposal & Scoring Guide**
- 6.4. Reference Questionnaire**
- 6.5. Proposal Score Summary Matrix**
- 6.6. *Pro Forma* Contract**

1. INTRODUCTION

The State of Tennessee, Department of General Services, hereinafter referred to as “the State,” has issued this Request for Proposals (RFP) to define minimum service requirements; solicit proposals; detail proposal requirements; and, outline the State’s process for evaluating proposals and selecting a contractor to provide the needed service.

Through this RFP, the State seeks to buy the best services at the most favorable, competitive prices and to give ALL qualified businesses, including those that are owned by minorities, women, persons with a handicap or disability, and small business enterprises, opportunity to do business with the state as contractors and sub-contractors.

1.1. Statement of Procurement Purpose

The State of Tennessee is seeking a contractor experienced in providing janitorial services for certain State buildings in Memphis, Tennessee. The intent of this procurement is to establish one (1) primary Contractor to provide janitorial services for the Memphis region. The State buildings, specifications, and service requirements for the buildings included in this procurement are provided in pro forma Contract, RFP Attachment 6.6, and Attachment Two.

The contract resulting from this procurement will provide janitorial services to include labor, materials, equipment, and supplies as specified in *pro forma* Contract, RFP Attachment 6.6.

1.2. Scope of Service, Contract Period, & Required Terms and Conditions

The RFP Attachment 6.6., *Pro Forma* Contract details the State’s required:

- Scope of Services and Deliverables (Section A);
- Contract Period (Section B);
- Payment Terms (Section C);
- Standard Terms and Conditions (Section D); and,
- Special Terms and Conditions (Section E).

The *pro forma* contract substantially represents the contract document that the successful Proposer must sign.

1.3. Nondiscrimination

No person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of a Contract pursuant to this RFP or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Contractor pursuant to this RFP shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

1.4. RFP Communications

1.4.1. The State has assigned the following RFP identification number that must be referenced in all communications regarding this RFP:

RFP # 50101-00311

1.4.2. **Unauthorized contact about this RFP with employees or officials of the State of Tennessee except as detailed below may result in disqualification from consideration under this procurement process.**

- 1.4.2.1. Potential proposers must direct communications relating to this RFP to the following person designated as the RFP Coordinator.

Tammy Robbins
Jenny Young
Department of General Services
312 Rosa Parks Ave. 24th Floor
Nashville, TN 37243
(Telephone) 615-253-7819 or 615-741-1298
(Fax) 615-532-6257
tammy.robbs@tn.gov

- 1.4.2.2. Notwithstanding the foregoing, potential proposers may contact:

- a. staff of the Governor's Office of Diversity Business Enterprise for assistance available to minority-owned, women-owned, and small businesses as well as general, public information relating to this RFP; and
- b. the following individual designated by the State 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 associated federal regulations:

Donna Hampton
Department of General Services
State of TN Real Estate Asset Management
312 Rosa L. Parks Avenue
Nashville, Tennessee 37247
(615) 253-2913
Donna.hampton@tn.gov

- 1.4.3. Only the State's official, written responses and communications will be binding with regard to this RFP. The State will consider oral communications of any type to be unofficial and non-binding.
- 1.4.4. Potential proposers must ensure that the State receives all written comments, including questions and requests for clarification, no later than the Written Comments Deadline detailed in the RFP Section 2, Schedule of Events.
- 1.4.5. Proposers must 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 digital "postmarking" of a communication or proposal to the State by a specified deadline date will not substitute for the State's actual receipt of a communication or proposal.
- 1.4.6. The State will convey all official responses and communications related to this RFP to the potential proposers from whom the State has received a Notice of Intent to Propose (refer to RFP Section 1.8).
- 1.4.7. The State reserves the right to determine, at its sole discretion, the method of conveying official, written responses and communications related to this RFP. Such written communications may be transmitted by mail, hand-delivery, facsimile, electronic mail, Internet posting, or any other means deemed reasonable by the State.
- 1.4.8. The State reserves the right to determine, at its sole discretion, the appropriate and adequate responses to written comments, questions, and requests related to this RFP. The State's official, written responses will constitute an amendment of this RFP.

1.4.9. Any data or factual information provided by the State (in this RFP, an RFP amendment or any other communication relating to this RFP) is for informational purposes only. The State will make reasonable efforts to ensure the accuracy of such data or information, however it is within the discretion of Proposers to independently verify any information before relying thereon.

1.5. Assistance to Proposers With a Handicap or Disability

Potential proposers with a handicap or disability may receive accommodation relating to the communication of this RFP and participating in the RFP process. Potential proposers may contact the RFP Coordinator to request such reasonable accommodation no later than the Disability Accommodation Request Deadline detailed in the RFP Section 2, Schedule of Events.

1.6. Proposer Required Review & Waiver of Objections

1.6.1. Each potential proposer must carefully review this RFP, including but not limited to, attachments, the RFP Attachment 6.6., *Pro Forma* Contract, and any amendments, for questions, comments, defects, objections, or any other matter requiring clarification or correction (collectively called "questions and comments").

1.6.2. Any potential proposer having questions and comments concerning this RFP must provide such in writing to the State no later than the Written Comments Deadline detailed in the RFP Section 2, Schedule of Events.

1.6.3. Protests based on any objection shall be considered waived and invalid if the objection has not been brought to the attention of the State, in writing, by the Written Comments Deadline.

1.7. Pre-Proposal Conference

A Pre-Proposal Conference will be held at the time and date detailed in the RFP Section 2, Schedule of Events. Pre-Proposal Conference attendance is not mandatory, and potential proposers may be limited to a maximum number of attendees depending upon overall attendance and space limitations.

The conference will be held at:

Donnelly J. Hill Building
Conference Room, 2nd Floor
170 North Main Street
Memphis, TN 38103

The purpose of the conference is to discuss the RFP scope of services. The State will entertain questions, however potential proposers must understand that the State's response to any question at the Pre-Proposal Conference shall be tentative and non-binding. Potential proposers should submit questions concerning the RFP in writing and must submit them prior to the Written Comments Deadline date detailed in the RFP Section 2, Schedule of Events. The State will send the official response to questions to potential proposers as indicated in RFP Section 1.4.6. and on the date detailed in the RFP Section 2, Schedule of Events.

1.8. Notice of Intent to Propose

Before the Notice of Intent to Propose Deadline detailed in the RFP Section 2, Schedule of Events, potential proposers should submit to the RFP Coordinator a Notice of Intent to Propose (in the form of a simple e-mail or other written communication). Such notice should include the following information:

- the business or individual's name (as appropriate)
- a contact person's name and title
- the contact person's mailing address, telephone number, facsimile number, and e-mail address

A Notice of Intent to Propose creates no obligation and is not a prerequisite for making a proposal, however, it is necessary to ensure receipt of any RFP amendments or other notices and communications relating to this RFP.

1.9. Proposal Deadline

A Proposer must ensure that the State receives a proposal no later than the Proposal Deadline time and date detailed in the RFP Section 2, Schedule of Events. A proposal must respond, as required, to this RFP (including its attachments) as may be amended. The State will not accept late proposals, and a Proposer's failure to submit a proposal before the deadline will result in disqualification of the proposal.

2. RFP SCHEDULE OF EVENTS

2.1. The following RFP Schedule of Events represents the State’s best estimate for this RFP.

EVENT	TIME (central time zone)	DATE (all dates are state business days)
1. RFP Issued		11/10/11
2. Disability Accommodation Request Deadline	2:00 p.m.	11/16/11
3. Pre-proposal Conference	12:00 p.m.	11/17/11
4. Notice of Intent to Propose Deadline	2:00 p.m.	11/18/11
5. Written “Questions & Comments” Deadline	10:00 a.m.	11/23/11
6. State Response to Written “Questions & Comments”		11/30/11
7. Proposal Deadline	10:00 a.m.	12/7/11
8. State Completion of Technical Proposal Evaluations		12/12/11
9. State Opening & Scoring of Cost Proposals	9:00 a.m.	12/13/11
10. State Evaluation Notice Released <u>and</u> RFP Files Opened for Public Inspection	2:00 p.m.	12/14/11
11. Contract Signing		12/28/11
12. Contractor Contract Signature Deadline	2:00 p.m.	12/29/11

2.2. **The State reserves the right, at its sole discretion, to adjust the RFP Schedule of Events as it deems necessary.** Any adjustment of the Schedule of Events shall constitute an RFP amendment, and the State will communicate such to potential proposers from whom the State has received a Notice of Intent to Propose (refer to section 1.8.).

3. PROPOSAL REQUIREMENTS

3.1. Proposal Form

A response to this RFP must consist of two parts, a Technical Proposal and a Cost Proposal.

- 3.1.1. **Technical Proposal.** The RFP Attachment 6.2., Technical Proposal & Evaluation Guide details specific requirements for making a Technical Proposal in response to this RFP. The guide includes mandatory requirement items, general qualifications and experience items, and technical qualifications, experience, and approach items all of which must be addressed with a written response and, in some instances, additional documentation.

NOTICE: A technical proposal must not include any pricing or cost information. If any pricing or cost information amounts of any type (even pricing relating to other projects) is included in any part of the technical proposal, the state will deem the proposal to be non-responsive and reject it.

- 3.1.1.1. A Proposer must use the RFP Attachment 6.2., Technical Proposal & Evaluation Guide to organize, reference, and draft the Technical Proposal by duplicating the attachment, adding appropriate proposal page numbers as required, and using the guide as a table of contents covering the Technical Proposal.
- 3.1.1.2. A proposal should be economically prepared, with emphasis on completeness and clarity. A proposal, as well as any reference material presented, must be written in English and must be written on standard 8 ½" x 11" pages (although oversized exhibits are permissible). All proposal pages must be numbered.
- 3.1.1.3. All information and documentation included in a Technical Proposal should respond to or address a specific requirement detailed in the RFP Attachment 6.2., Technical Proposal & Evaluation Guide. All information must be incorporated into a response to a specific requirement and clearly referenced. Any information not meeting these criteria will be deemed extraneous and will not contribute to evaluations.
- 3.1.1.4. The State may determine a proposal to be non-responsive and reject it if:
- a. the Proposer fails to organize and properly reference the Technical Proposal as required by this RFP and the RFP Attachment 6.2., Technical Proposal & Evaluation Guide; or
 - b. the Technical Proposal document does not appropriately respond to, address, or meet all of the requirements and proposal items detailed in the RFP Attachment 6.2., Technical Proposal & Evaluation Guide.
- 3.1.2. **Cost Proposal.** A Cost Proposal must be recorded on an exact duplicate of the RFP Attachment 6.3., Cost Proposal & Scoring Guide.

NOTICE: If a proposer fails to submit a cost proposal exactly as required, the state will deem the proposal to be non-responsive and reject it.

- 3.1.2.1. A Proposer must only record the proposed cost exactly as required by the RFP Attachment 6.3., Cost Proposal & Scoring Guide and must NOT record any other rates, amounts, or information.

- 3.1.2.2. The proposed cost shall incorporate ALL costs for services under the contract for the total contract period.
- 3.1.2.3. A Proposer must sign and date the Cost Proposal.
- 3.1.2.4. A Proposer must submit the Cost Proposal to the State in a sealed package separate from the Technical proposal (as detailed in RFP Sections 3.2.3., *et seq.*).

3.2. Proposal Delivery

A Proposer must deliver a proposal in response to this RFP as detailed below. The State will not accept a proposal delivered by any other method.

- 3.2.1. A Proposer must ensure that both the original Technical Proposal and Cost Proposal documents meet all form and content requirements detailed within this RFP for such proposals including but not limited to required signatures.
- 3.2.2. A Proposer must submit original Technical Proposal and Cost Proposal documents and copies as specified below.
 - 3.2.2.1. One (1) original Technical Proposal paper document labeled:
“RFP # 50101-00311 TECHNICAL PROPOSAL ORIGINAL”

and six (6) copies of the Technical Proposal each in the form of one (1) digital document in “PDF” format properly recorded on its own otherwise blank, standard CD-R recordable disc labeled:
“RFP # 50101-00311 TECHNICAL PROPOSAL COPY”

The digital copies should not include copies of sealed customer references, however any other discrepancy between the paper Technical Proposal document and any digital copies may result in the State rejecting the proposal as non-responsive.
 - 3.2.2.2. One (1) original Cost Proposal paper document labeled:
“RFP # 50101-00311 COST PROPOSAL ORIGINAL”

and one (1) copy in the form of a digital document in “PDF” format properly recorded on separate, blank, standard CD-R recordable disc labeled:
“RFP # 50101-00311 COST PROPOSAL COPY”

In the event of a discrepancy between the original Cost Proposal document and the digital copy, the original, signed document will take precedence.
- 3.2.3. A Proposer must separate, seal, package, and label the documents and discs for delivery as follows.
 - 3.2.3.1. The Technical Proposal original document and copy discs must be placed in a sealed package that is clearly labeled:
“DO NOT OPEN... RFP # 50101-00311 TECHNICAL PROPOSAL FROM [PROPOSER LEGAL ENTITY NAME]”
 - 3.2.3.2. The Cost Proposal original document and copy disc must be placed in a separate, sealed package that is clearly labeled:

“DO NOT OPEN... RFP # 50101-00311 COST PROPOSAL FROM [PROPOSER LEGAL ENTITY NAME]”

- 3.2.3.3. The separately, sealed Technical Proposal and Cost Proposal components may be enclosed in a larger package for mailing or delivery, provided that the outermost package is clearly labeled:

“RFP # 50101-00311 SEALED TECHNICAL PROPOSAL & SEALED COST PROPOSAL FROM [PROPOSER LEGAL ENTITY NAME]”

- 3.2.4. A Proposer must ensure that the State receives a proposal in response to this RFP no later than the Proposal Deadline time and date detailed in the RFP Section 2, Schedule of Events at the following address.

Tammy Robbins
Jenny Young
Department of General Services
William R. Snodgrass TN Tower, 24th Floor
312 Rosa Parks Ave.
Nashville, TN 37243
(Telephone) 615-253-7819 or 615-741-1298

3.3. Proposal & Proposer Prohibitions

- 3.3.1. A proposal must not include the Proposer’s own contract terms and conditions. If a proposal contains such terms and conditions, the State, at its sole discretion, may determine the proposal to be a non-responsive counteroffer and reject it.
- 3.3.2. A proposal must not restrict the rights of the State or otherwise qualify either the offer to deliver services as required by this RFP or the Cost Proposal. If a proposal restricts the rights of the State or otherwise qualifies either the offer to deliver services as required by this RFP or the Cost Proposal, the State, at its sole discretion, may determine the proposal to be a non-responsive counteroffer and reject it.
- 3.3.3. A proposal must not propose alternate services (*i.e.*, offer services different from those requested and required by this RFP). The State will consider a proposal of alternate services to be non-responsive and reject it.
- 3.3.4. A Cost Proposal 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 proposal rejection or contract termination.
- 3.3.5. A Proposer must not provide, for consideration in this RFP process or subsequent contract negotiations, incorrect information that the Proposer knew or should have known was materially incorrect. If the State determines that a Proposer has provided such incorrect information, the State will deem the Proposer’s proposal non-responsive and reject it.
- 3.3.6. A Proposer must not submit more than one Technical Proposal and one Cost Proposal in response to this RFP. If a Proposer submits more than one Technical Proposal or more than one Cost Proposal, the State will deem all of the proposals non-responsive and reject them.
- 3.3.7. A Proposer must not submit a proposal as a prime contractor while also permitting one or more other Proposers to offer the Proposer as a subcontractor in their own proposals. Such may result in the disqualification of all Proposers knowingly involved. This restriction does not, however, prohibit different Proposers from offering the same subcontractor as a part of their proposals (provided that the subcontractor does not also submit a proposal as a prime contractor).

3.3.8. A Proposer must not be (and the State will not award a contract to):

- a. an individual who is, or within the past six months has been, an employee of the State of Tennessee or who is a volunteer member of a State board or commission that votes for, lets out, overlooks, or any manner superintends the services being procured in this RFP;
- b. 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 of the State of Tennessee (this will 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);
- c. a company, corporation, or any other contracting entity which employs an individual who is, or within the past six months has been, an employee 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,
- d. 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 (such person or entity being deemed by the State as having information that would afford an unfair advantage over other Proposers).

For the purposes of applying the requirements of this RFP subsection 3.3.8., the State will deem an individual to be an employee 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 of Tennessee.

3.4. **Proposal Errors & Revisions**

A Proposer is liable for any and all proposal errors or omissions. A Proposer will not be allowed to alter or revise proposal documents after the Proposal Deadline time and date detailed in the RFP Section 2, Schedule of Events unless such is formally requested, in writing, by the State.

3.5. **Proposal Withdrawal**

A Proposer may withdraw a submitted proposal at any time before the Proposal Deadline time and date detailed in the RFP Section 2, Schedule of Events by submitting a written request signed by an authorized Proposer representative. After withdrawing a proposal, a Proposer may submit another proposal at any time before the Proposal Deadline.

3.6. **Proposal of Additional Services**

If a proposal offers services in addition to those required by and described in this RFP, the State, at its sole discretion, may add such services to the contract awarded as a result of this RFP. Notwithstanding the foregoing, a Proposer must not propose any additional cost amount(s) or rate(s) for additional services. Regardless of any additional services offered in a proposal, the Proposer's Cost Proposal must only record the proposed cost as required in this RFP and must not record any other rates, amounts, or information.

NOTICE: If a Proposer fails to submit a Cost Proposal exactly as required, the State will deem the proposal non-responsive and reject it.

3.7. **Proposal Preparation Costs**

The State will not pay any costs associated with the preparation, submittal, or presentation of any proposal.

4. GENERAL CONTRACTING INFORMATION & REQUIREMENTS

4.1. RFP Amendment

The State reserves the right to amend this RFP at any time, provided that it is amended in writing. However, prior to any such amendment, the State will consider whether it would negatively impact the ability of potential proposers to meet the proposal deadline and revise the RFP Schedule of Events if deemed appropriate. If an RFP amendment is issued, the State will convey it to potential proposers who submitted a Notice of Intent to Propose (refer to RFP Section 1.8.). A proposal must respond, as required, to the final RFP (including its attachments) as may be amended.

4.2. RFP Cancellation

The State reserves the right, at its sole discretion, to cancel or to cancel and reissue this RFP in accordance with applicable laws and regulations.

4.3. State Right of Rejection

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

4.3.2. The State may deem as non-responsive and reject any proposal that does not comply with all terms, conditions, and performance requirements of this RFP. Notwithstanding the foregoing, the State reserves the right to waive, at its sole discretion, a proposal's minor variances from full compliance with this RFP. If the State waives variances in a proposal, such waiver shall not modify the RFP requirements or excuse the Proposer from full compliance with such, and the State may hold any resulting Contractor to strict compliance with this RFP.

4.4. Assignment & Subcontracting

4.4.1. The Contractor may not subcontract, transfer, or assign any portion of the Contract awarded as a result of this RFP without prior approval of the State. The State reserves the right to refuse approval, at its sole discretion, of any subcontract, transfer, or assignment.

4.4.2. 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 RFP Attachment 6.2., Section B, General Qualifications & Experience Item B.14.).

4.4.3. 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.

4.4.4. The Contractor resulting from this RFP may only substitute another subcontractor for a proposed subcontractor at the discretion of the State and with the State's prior, written approval.

4.4.5. Notwithstanding any State approval relating to subcontracts, the Contractor resulting from this RFP will be the prime contractor and will be responsible for all work under the Contract.

4.5. Right to Refuse Personnel

The State reserves the right to refuse, at its sole discretion and notwithstanding any prior approval, any personnel of the prime contractor or a subcontractor providing service in the performance of a contract resulting from this RFP. The State will document in writing the reason(s) for any rejection of personnel.

4.6. Insurance

At any time, the State may require the Contractor resulting from this RFP to provide a valid, Certificate of Insurance indicating current insurance coverage meeting minimum requirements as may be specified by this RFP. A failure to provide said documentation will be considered a material breach and grounds for contract termination.

4.7. Licensure

- 4.7.1. All persons, agencies, firms, or other entities that provide legal or financial opinions, which a Proposer provides for consideration and evaluation by the State as a part of a proposal in response to this RFP, shall be properly licensed to render such opinions.
- 4.7.2. Before the Contract resulting from this RFP is signed, the apparent successful Proposer (and Proposer employees and subcontractors, as applicable) must hold all necessary, appropriate business and professional licenses to provide service as required. The State may require any Proposer to submit evidence of proper licensure.

4.8. Disclosure of Proposal Contents

- 4.8.1. Each proposal and all materials submitted to the State in response to this RFP become the property of the State of Tennessee. Selection or rejection of a proposal does not affect this right. By submitting a proposal, a Proposer acknowledges and accepts that the full proposal contents and associated documents will become open to public inspection in accordance with the laws of the State of Tennessee.
- 4.8.2. The State will hold all proposal information, including both technical and cost information, in confidence during the evaluation process. Notwithstanding the foregoing, a list of actual Proposers submitting timely proposals may be available to the public, upon request, after technical proposals are opened.
- 4.8.3. Upon completion of proposal evaluations, indicated by public release of an Evaluation Notice, the proposals and associated materials will be open for review by the public in accordance with *Tennessee Code Annotated*, Section 10-7-504(a)(7).

4.9. Contract Approval and Contract Payments

- 4.9.1. This RFP and its 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. State obligations pursuant to a contract award shall commence only after the contract is signed by the State agency head and the Contractor and after the Contract is approved by all other state officials as required by applicable laws and regulations.
- 4.9.2. No payment will be obligated or made until the relevant Contract is approved as required by applicable statutes and rules of the State of Tennessee.
 - 4.9.2.1. The State shall not be liable for payment of any type associated with the Contract resulting from this RFP (or any amendment thereof) 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 the Contract start date or after the Contract end date.
 - 4.9.2.2. All payments relating to this procurement will be made in accordance with the Payment Terms and Conditions of the Contract resulting from this RFP (refer to RFP Attachment 6.6., *Pro Forma Contract*, Section C).

- 4.9.2.3. 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.

4.10. **Contractor Performance**

The Contractor resulting from this RFP will be responsible for the completion of all service set out in this RFP (including attachments) as may be amended. All service is subject to inspection and evaluation by the State. The State will employ all reasonable means to ensure that service is progressing and being performed in compliance with the Contract, and the Contractor must cooperate with such efforts.

4.11. **Contract Amendment**

During the course of a Contract pursuant to this RFP, the State may request the Contractor to perform additional work within the general scope of the Contract and this RFP, but beyond the specified scope of service, and for which the Contractor may be compensated. In such instances, the State will provide the Contractor a written description of the additional work. The Contractor must respond to the State with a time schedule for accomplishing the additional work and a price for the additional work based on the rates included in the Contractor's proposal to this RFP. If the State and the Contractor reach an agreement regarding the work and associated compensation, such agreement must be effected by means of a Contract Amendment. Further, any such amendment requiring additional work must be signed by both the State agency head and the Contractor and must be approved by other state officials as required by applicable statutes and rules of the State of Tennessee. The Contractor must not commence additional work until the State has issued a written Contract Amendment with all required approvals.

4.12. **Severability**

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

5. PROPOSAL EVALUATION & CONTRACT AWARD

5.1. Evaluation Categories & Maximum Points

The State will consider qualifications, experience, technical approach, and cost in the evaluation of proposals and award points in each of the categories detailed below (up to the maximum evaluation points indicated) to each apparently responsive proposal.

EVALUATION CATEGORY	MAXIMUM POINTS POSSIBLE
General Qualifications & Experience (refer to RFP Attachment 6.2., Section B)	15
Technical Qualifications, Experience & Approach (refer to RFP Attachment 6.2., Section C)	50
Cost Proposal (refer to RFP Attachment 6.3.)	35

5.2. Evaluation Process

The proposal evaluation process is designed to award the contract resulting from this RFP not necessarily to the Proposer offering the lowest cost, but rather to the responsive and responsible Proposer offering the best combination of attributes based upon the evaluation criteria. (“Responsive Proposer” is defined as a Proposer that has submitted a proposal that conforms in all material respects to the RFP. “Responsible Proposer” is defined as a Proposer that has the capacity in all respects to perform fully the contract requirements, and the integrity and reliability which will assure good faith performance.)

5.2.1. **Technical Proposal Evaluation.** The RFP Coordinator and the Proposal Evaluation Team (consisting of three or more State employees) will use the RFP Attachment 6.2., Technical Proposal & Evaluation Guide to manage the Technical Proposal Evaluation and maintain evaluation records.

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

5.2.1.2. The RFP Coordinator will review each Technical Proposal to determine compliance with RFP Attachment 6.2., Technical Proposal & Evaluation Guide, Section A— Mandatory Requirements. If the RFP Coordinator determines that a proposal may have failed to meet one or more of the mandatory requirements, the Proposal Evaluation Team will review the proposal and document the team’s determination of whether:

- a. the proposal adequately meets requirements for further evaluation;
- b. the State will request clarifications or corrections for consideration prior to further evaluation; or,
- c. the State will determine the proposal non-responsive to the RFP and reject it.

5.2.1.3. Proposal Evaluation Team members will independently evaluate each Technical Proposal (that appears responsive to the RFP) against the evaluation criteria in this RFP, rather than against other proposals and will score each in accordance with the RFP Attachment 6.2., Technical Proposal & Evaluation Guide, Section B and Section C.

- 5.2.1.4. For each proposal evaluated, the RFP Coordinator will calculate the average of the Proposal Evaluation Team member scores for RFP Attachment 6.2., Technical Proposal & Evaluation Guide, Section B and for Section C, and record each average as the proposal score for the respective Technical Proposal section.
- 5.2.1.5. Before Cost Proposals are opened, the Proposal Evaluation Team will review the Technical Proposal Evaluation record and any other available information pertinent to whether or not each Proposer is responsive and responsible. If the Proposal Evaluation Team identifies any Proposer that appears not to meet the responsive and responsible thresholds such that the team would not recommend the Proposer for Cost Proposal Evaluation and potential contract award, the team members will fully document the determination.
- 5.2.2. **Cost Proposal Evaluation.** The RFP Coordinator will open for evaluation the Cost Proposal of each apparently responsive and responsible Proposer that the Proposal Evaluation Team has effectively recommended for potential contract award and will calculate and record each Cost Proposal score in accordance with the RFP Attachment 6.3., Cost Proposal & Scoring Guide.
- 5.2.3. **Total Proposal Score.** The RFP Coordinator will calculate the sum of the Technical Proposal section scores and the Cost Proposal score and record the resulting number as the total score for the subject Proposal (refer to RFP Attachment 6.5., Proposal Score Summary Matrix).

5.3. **Contract Award Process**

- 5.3.1 The RFP Coordinator will submit the Proposal Evaluation Team determinations and proposal scores to the head of the contracting agency for consideration along with any other relevant information that might be available and pertinent to contract award.
- 5.3.2. The contracting agency head will determine the apparent best-evaluated proposal. (To effect a contract award to a Proposer other than the one receiving the highest evaluation process score, the head of the contracting agency must provide written justification and obtain the written approval of the Commissioner of Finance and Administration and the Comptroller of the Treasury.)
- 5.3.3. The State reserves the right to make an award without further discussion of any proposal.
- 5.3.4. The State will issue an Evaluation Notice identifying the apparent best-evaluated proposal and make the RFP files available for public inspection at the time and date specified in the RFP Section 2, Schedule of Events.

NOTICE: 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.
- 5.3.5. The Proposer identified as offering the apparent best-evaluated proposal must sign a contract drawn by the State pursuant to this RFP. The contract shall be substantially the same as the RFP Attachment 6.6., *Pro Forma* Contract. The Proposer must sign said contract no later than the Contract Signature by Contractor Deadline detailed in the RFP Section 2, 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 this RFP and reject the proposal.
- 5.3.6. Notwithstanding the foregoing, the State may, at its sole discretion, entertain limited negotiation prior to contract signing and, as a result, revise the *pro forma* contract terms and conditions or performance requirements in the State's best interests, PROVIDED THAT such revision of terms and conditions or performance requirements shall **NOT** materially affect the basis of proposal evaluations or negatively impact the competitive nature of the RFP and contractor selection process.

- 5.3.7. If the State determines that a proposal is non-responsive and rejects it after opening Cost Proposals, the RFP Coordinator will re-calculate scores for each remaining responsive Cost Proposal to determine (or re-determine) the apparent best-evaluated proposal.

RFP # 50101-00311 PROPOSAL STATEMENT OF CERTIFICATIONS AND ASSURANCES

The Proposer must sign and complete the Proposal Statement of Certifications and Assurances below as required, and it must be included in the Technical Proposal (as required by RFP Attachment 6.2., Technical Proposal & Evaluation Guide, Section A, Item A.1.).

The Proposer does, hereby, expressly affirm, declare, confirm, certify, 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 of the RFP Attachment 6.6., *Pro Forma Contract* for the total contract period.
3. The Proposer accepts and agrees to all terms and conditions set out in the RFP Attachment 6.6., *Pro Forma Contract*.
4. The Proposer acknowledges and agrees that a contract resulting from the RFP shall incorporate, by reference, all proposal responses as a part of the contract.
5. The Proposer will 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 proposal submitted in response to the RFP is accurate.
7. The proposal submitted in response to the 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 Proposer in connection with the RFP or any resulting contract.
9. Both the Technical Proposal and the Cost Proposal 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 Proposal Statement of Certifications and Assurances, below, the signatory also certifies legal authority to bind the proposing entity to the provisions of this RFP and any contract awarded pursuant to it. If the signatory is not the Proposer (if an individual) or the Proposer’s company *President* or *Chief Executive Officer*, this document must attach evidence showing the individual’s authority to bind the proposing entity.

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

SIGNATURE:

PRINTED NAME & TITLE:

DATE:

PROPOSER LEGAL ENTITY NAME:

PROPOSER FEDERAL EMPLOYER IDENTIFICATION NUMBER (or SSN):

TECHNICAL PROPOSAL & EVALUATION GUIDE

SECTION A: MANDATORY REQUIREMENTS. The Proposer must address all items detailed below and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Proposer must also detail the proposal page number for each item in the appropriate space below.

The RFP Coordinator will review the proposal to determine if the Mandatory Requirement Items are addressed as required and mark each with pass or fail. For each item that is not addressed as required, the Proposal Evaluation Team must review the proposal and attach a written determination. In addition to the Mandatory Requirement Items, the RFP Coordinator will review each proposal for compliance with all RFP requirements.

PROPOSER LEGAL ENTITY NAME:			
Proposal Page # (Proposer completes)	Item Ref.	Section A— Mandatory Requirement Items	Pass/Fail
		The Proposal must be delivered to the State no later than the Proposal Deadline specified in the RFP Section 2, Schedule of Events.	
		The Technical Proposal and the Cost Proposal documentation must be packaged separately as required (refer to RFP Section 3.2., <i>et. seq.</i>).	
		The Technical Proposal must NOT contain cost or pricing information of any type.	
		The Technical Proposal must NOT contain any restrictions of the rights of the State or other qualification of the proposal.	
		A Proposer must NOT submit alternate proposals.	
		A Proposer must NOT submit multiple proposals in different forms (as a prime and a sub-contractor).	
	A.1.	Provide the Proposal Statement of Certifications and Assurances (RFP Attachment 6.1.) completed and signed by an individual empowered to bind the Proposer to the provisions of this RFP and any resulting contract. The document must be signed without exception or qualification.	
	A.2.	Provide a statement, based upon reasonable inquiry, of whether the Proposer or any individual who shall perform work under the contract has a possible conflict of interest (<i>e.g.</i> , employment by the State of Tennessee) and, if so, the nature of that conflict. NOTE: Any questions of conflict of interest shall be solely within the discretion of the State, and the State reserves the right to cancel any award.	
	A.3.	Provide a current bank reference indicating that the Proposer's business relationship with the financial institution is in positive standing. Such reference must be written in the form of a standard business letter, signed, and dated within the past three (3) months.	
	A.4.	Provide two current positive credit references from vendors with which the Proposer has done business written in the form of standard business letters, signed, and dated within the past three (3) months.	
State Use – RFP Coordinator Signature, Printed Name & Date:			

RFP ATTACHMENT 6.2. — SECTION B

TECHNICAL PROPOSAL & EVALUATION GUIDE

SECTION B: GENERAL QUALIFICATIONS & EXPERIENCE. The Proposer must address all items detailed below and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Proposer must also detail the proposal page number for each item in the appropriate space below. Proposal Evaluation Team members will independently evaluate and assign one score for all responses to Section B— General Qualifications & Experience Items.

PROPOSER LEGAL ENTITY NAME:		
Proposal Page # (Proposer completes)	Item Ref.	Section B— General Qualifications & Experience Items
	B.1.	Detail the name, e-mail address, mailing address, telephone number, and facsimile number of the person the State should contact regarding the proposal.
	B.2.	Describe the Proposer's form of business (<i>i.e.</i> , individual, sole proprietor, corporation, non-profit corporation, partnership, limited liability company) and business location (physical location or domicile).
	B.3.	Detail the number of years the Proposer has been in business.
	B.4.	Briefly describe how long the Proposer has been performing the services required by this RFP.
	B.5.	Describe the Proposer's number of employees, client base, and location of offices.
	B.6.	Provide a statement of whether there have been any mergers, acquisitions, or sales of the Proposer within the last ten years. If so, include an explanation providing relevant details.
	B.7.	Provide a statement of whether the Proposer or, to the Proposer's knowledge, any of the Proposer's employees, agents, independent contractors, or subcontractors, proposed to provide work on a contract pursuant to this RFP, have been convicted of, pled guilty to, or pled <i>nolo contendere</i> to any felony. If so, include an explanation providing relevant details.
	B.8.	Provide a statement of whether, in the last ten 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. If so, include an explanation providing relevant details.
	B.9.	Provide a statement of whether there is any material, pending litigation against the Proposer that the Proposer should reasonably believe could adversely affect its ability to meet contract requirements pursuant to this RFP or is likely to have a material adverse effect on the Proposer's financial condition. If such exists, list each separately, explain the relevant details, and attach the opinion of counsel addressing whether and to what extent it would impair the Proposer's performance in a contract pursuant to this RFP. NOTE: All persons, agencies, firms, or other entities that provide legal opinions regarding the Proposer must be properly licensed to render such opinions. The State may require the Proposer to submit proof of such licensure detailing the state of licensure and licensure number for each person or entity that renders such opinions.
	B.10.	Provide a statement of whether there are any pending or in progress Securities Exchange Commission investigations involving the Proposer. If such exists, list each separately, explain the relevant details, and attach the opinion of counsel addressing whether and to what extent it will impair the Proposer's performance in a contract pursuant to this RFP. NOTE: All persons, agencies, firms, or other entities that provide legal opinions regarding the Proposer must be properly licensed to render such opinions. The State may require the Proposer to submit proof of such licensure detailing the state of licensure and licensure number for each person or entity that renders such opinions.

PROPOSER LEGAL ENTITY NAME:		
Proposal Page # (Proposer completes)	Item Ref.	Section B— General Qualifications & Experience Items
	B.11.	Provide a brief, descriptive statement detailing evidence of the Proposer's ability to deliver the services sought under this RFP (e.g., prior experience, training, certifications, resources, program and quality management systems, etc.).
	B.12.	Provide a narrative description of the proposed project team, its members, and organizational structure along with an organizational chart identifying the key people who will be assigned to accomplish the work required by this RFP, illustrating the lines of authority, and designating the individual responsible for the completion of each service component and deliverable of the RFP.
	B.13.	Provide a personnel roster listing the names of key people who the Proposer will assign to perform duties or services required by this RFP along with the estimated number of hours that each individual will devote to that performance. Follow the personnel roster with a resume for each of the people listed. The resumes must detail the individual's title, education, current position with the Proposer, and employment history.
	B.14.	Provide a statement of whether the Proposer intends to use subcontractors to accomplish the work required by this RFP, and if so, detail: <ul style="list-style-type: none"> (a) the names of the subcontractors along with the contact person, mailing address, telephone number, and e-mail address for each; (b) a description of the scope and portions of the work each subcontractor will perform; <u>and</u> (c) a statement specifying that each proposed subcontractor has expressly assented to being proposed as a subcontractor in the Proposer's response to this RFP.
	B.15.	Provide documentation of the Proposer's commitment to diversity as represented by its business strategy, business relationships, and workforce— this documentation should detail <u>all</u> of the following: <ul style="list-style-type: none"> (a) a description of the Proposer's existing programs and procedures designed to encourage and foster commerce with business enterprises owned by minorities, women, persons with a handicap or disability and small business enterprises; (b) a listing of the Proposer's current contracts with business enterprises owned by minorities, women, persons with a handicap or disability and small business enterprises, including the following information: <ul style="list-style-type: none"> (i) contract description and total value (ii) contractor name and ownership characteristics (i.e., ethnicity, sex, disability) (iii) contractor contact and telephone number; (c) an estimate of the level of participation by business enterprises owned by minorities, women, persons with a handicap or disability 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 supply contractors 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 supply contractors anticipated; and (d) the percent of the Proposer's total current employees by ethnicity, sex, and handicap or disability. <p>NOTE: Proposers that demonstrate a commitment to diversity will advance State efforts to expand opportunity to do business with the State as contractors and sub-contractors. Proposal evaluations will recognize the positive qualifications and experience of a Proposer that does business with enterprises owned by minorities, women, persons with a handicap or disability and small business enterprises and that offers a diverse workforce to meet service needs.</p>
	B.16.	Provide a statement of whether or not the Proposer has any current contracts with the State of Tennessee or has completed any contracts with the State of Tennessee within the previous 5-year period. If so, provide the

PROPOSER LEGAL ENTITY NAME:		
Proposal Page # (Proposer completes)	Item Ref.	Section B— General Qualifications & Experience Items
		<p>following information for all of the current and completed contracts:</p> <ul style="list-style-type: none"> (a) the name, title, telephone number and e-mail address of the State contact knowledgeable about the contract; (b) the procuring State agency name; (c) a brief description of the contract's scope of services; (d) the contract term; and (e) the contract number. <p>NOTES:</p> <ul style="list-style-type: none"> ▪ Current or prior contracts with the State are <u>not</u> a prerequisite and are <u>not</u> required for the maximum evaluation score, and the existence of such contracts with the State will <u>not</u> automatically result in the addition or deduction of evaluation points. ▪ Each evaluator will generally consider the results of inquiries by the State regarding all contracts noted.
	B.17.	<p>Provide customer 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:</p> <ul style="list-style-type: none"> ▪ two (2) of the larger accounts currently serviced by the Proposer, <u>and</u> ▪ three (3) completed projects. <p>All references must be provided in the form of standard reference questionnaires that have been fully completed by the individual providing the reference as required. The standard reference questionnaire, which <u>must</u> be used and completed as required, is detailed at RFP Attachment 6.4. References that are not completed as required will be considered non-responsive and will not be considered.</p> <p>The Proposer will be <u>solely</u> responsible for obtaining the fully completed reference questionnaires, and for including them within the Proposer's sealed Technical Proposal. In order to obtain and submit the completed reference questionnaires, as required, follow the process detailed below.</p> <ul style="list-style-type: none"> (a) "Customize" the standard reference questionnaire at RFP Attachment 6.4. by adding the subject Proposer's name, and make exact duplicates for completion by references. (b) Send the customized reference questionnaires to each individual chosen to provide a reference along with a new standard #10 envelope. (c) Instruct the person that will provide a reference for the Proposer to: <ul style="list-style-type: none"> (i) complete the reference questionnaire (on the form provided or prepared, completed, and printed using an exact duplicate of the document); (ii) sign <u>and</u> date the completed, reference questionnaire; (iii) seal the completed, signed, and dated, reference questionnaire within the envelope provided; (iv) sign his or her name in ink across the sealed portion of the envelope; and (v) return the sealed envelope containing the completed reference questionnaire directly to the Proposer (the Proposer may wish to give each reference a deadline, such that the Proposer will be able to collect all required references in time to include them within the sealed Technical Proposal). (d) <u>Do NOT</u> open the sealed references upon receipt. (e) Enclose all <u>sealed</u> reference envelopes within a larger, labeled envelope for inclusion in the Technical Proposal as required. <p>NOTES:</p> <ul style="list-style-type: none"> ▪ The State will not accept late references or references submitted by any means other than that which is described above, and each reference questionnaire submitted must be completed as required. ▪ The State will not review more than the number of required references indicated above. ▪ While the State will base its reference check on the contents of the sealed reference envelopes included in the Technical Proposal package, the State reserves the right to confirm and clarify information detailed in the completed reference questionnaires, and may consider clarification responses in the evaluation of

PROPOSER LEGAL ENTITY NAME:		
Proposal Page # (Proposer completes)	Item Ref.	Section B— General Qualifications & Experience Items
		references. ▪ The State is under <u>no</u> obligation to clarify any reference information.
SCORE (for <u>all</u> Section B—Qualifications & Experience Items above): (maximum possible score = 15)		
<i>State Use – Evaluator Identification:</i>		

TECHNICAL PROPOSAL & EVALUATION GUIDE

SECTION C: TECHNICAL QUALIFICATIONS, EXPERIENCE & APPROACH. The Proposer must address all items (below) and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Proposer must also detail the proposal page number for each item in the appropriate space below.

A Proposal Evaluation Team, made up of three or more State employees, will independently evaluate and score the proposal's response to each item. Each evaluator will use the following whole number, raw point scale for scoring each item:

0 = little value 1 = poor 2 = fair 3 = satisfactory 4 = good 5 = excellent

The RFP Coordinator will multiply the Item Score by the associated Evaluation Factor (indicating the relative emphasis of the item in the overall evaluation). The resulting product will be the item's raw, weighted score for purposes of calculating the section score as indicated.

PROPOSER LEGAL ENTITY NAME:					
Proposal Page # (Proposer completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
	C.1.	Provide a narrative that illustrates the Proposer's understanding of the State's requirements and project schedule.		15	
	C.2.	Provide a narrative that illustrates how the Proposer will complete the scope of services, accomplish required objectives, and meet the State's project schedule.		20	
	C.3.	Provide a narrative that illustrates how the Proposer will manage the project, ensure completion of the scope of services, and accomplish required objectives within the State's project schedule.		20	
	C.4.	Submit documentation of contract(s) that demonstrate your company's capacity and expertise to maintain multiple facilities, with at least one facility having a minimum of 100,000 square feet. Documentation will be deemed sufficient if the following is true: 1. The Contract(s) shall be current, OR completed within the last two years, prior to the date of issue of this RFP.		15	
	C.5.	The State intends to procure a green cleaning approach for janitorial services. Green cleaning is also referred to as sustainable cleaning or green housekeeping. Your response to this requirement shall consist of: A detailed description of your company's current green cleaning approach.		20	
	C.6.	Submit documentation that demonstrates any cleaning industry certifications and/or "Green Cleaning" certifications your company currently holds, and their effective and expiration dates (if applicable).		10	
<i>The RFP Coordinator will use this sum and the formula below to calculate the section score. All calculations will use and result in numbers rounded to two (2) places to the right of the decimal point.</i>			Total Raw Weighted Score:		
			<i>(sum of Raw Weighted Scores above)</i>		
Total Raw Weighted Score			X 50	= SCORE:	
Maximum Possible Raw Weighted Score			<i>(maximum possible score)</i>		
<i>(i.e., 5 x the sum of item weights above)</i>					
State Use – Evaluator Identification:					

PROPOSER LEGAL ENTITY NAME:					
Proposal Page # (Proposer completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
<i>State Use – RFP Coordinator Signature, Printed Name & Date:</i>					

COST PROPOSAL & SCORING GUIDE

NOTICE: THIS COST PROPOSAL MUST BE COMPLETED EXACTLY AS REQUIRED

COST PROPOSAL SCHEDULE— The Cost Proposal, detailed below, shall indicate the proposed price for the entire scope of service including all services defined in the Scope of Services of the RFP Attachment 6.6., *Pro Forma* Contract and for the entire contract period. The Cost Proposal shall remain valid for at least 120 days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any contract resulting from this RFP. All monetary amounts shall be in U.S. currency and limited to two (2) places to the right of the decimal point.

NOTICE: The Evaluation Factor associated with each cost item is for evaluation purposes only. The evaluation factors do NOT and should NOT be construed as any type of volume guarantee or minimum purchase quantity. The evaluation factors shall NOT create rights, interests, or claims of entitlement in the Proposer.

Notwithstanding the cost items herein, pursuant to the second paragraph of the pro forma contract section C.1. (refer to RFP Attachment 6.6.), “The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.”

This Cost Proposal must be signed, in the space below, by an individual empowered to bind the proposing entity to the provisions of this RFP and any contract awarded pursuant to it. If said individual is not the *President or Chief Executive Officer*, this document must attach evidence showing the individual’s authority to legally bind the proposing entity.

PROPOSER SIGNATURE:								
PRINTED NAME & TITLE:								
DATE:								
PROPOSER LEGAL ENTITY NAME:								
Cost Item Description	Proposed Cost					State Use ONLY		
	Year 1 01/01/12 – 12/31/12	Year 2 01/01/13 – 12/31/13	Year 3 01/01/14 – 12/31/14	Year 4 01/01/15 – 12/31/15	Year 5 01/01/16 – 12/31/16	Sum	Evaluation Factor (estimate of annual hours, services, or sq ft)	Evaluation Cost (cost x factor)
Nightly services (170 N. Main St.), per night (Contract Sections, A.2.m., A.3, A.8.)	\$ /night	\$ /night	\$ /night	\$ /night	\$ /night		250	
Nightly services (1295 Poplar Ave.), per night (Contract Sections, A.2.m., A.3., and A.8.)	\$ /night	\$ /night	\$ /night	\$ /night	\$ /night		250	
Nightly services (942 W. Poplar Ave.), per night (Contract Sections, A.2.m., A.3., and A.8.))	\$ /night	\$ /night	\$ /night	\$ /night	\$ /night		250	

PROPOSER LEGAL ENTITY NAME:								
Cost Item Description	Proposed Cost					State Use ONLY		
	Year 1 01/01/12 – 12/31/12	Year 2 01/01/13 – 12/31/13	Year 3 01/01/14 – 12/31/14	Year 4 01/01/15 – 12/31/15	Year 5 01/01/16 – 12/31/16	Sum	Evaluation Factor <small>(estimate of annual hours, services, or sq ft)</small>	Evaluation Cost <small>(cost x factor)</small>
Nightly services (126 Pleasant Ave.), per night (Contract Sections, A.2.m., A.3., and A.8.)	\$ /night	\$ /night	\$ /night	\$ /night	\$ /night		250	
Nightly services (724 E. Hwy 51), per night (Contract Sections, A.2.m., A.3., and A.8.))	\$ /night	\$ /night	\$ /night	\$ /night	\$ /night		250	
Nightly services (3360 S. Third St.), per night (Contract Sections, A.2.m., A.3., and A.8.)). This building will not be included in the initial contract start date, but is anticipated to be added on or after March 1, 2012.	\$ /night	\$ /night	\$ /night	\$ /night	\$ /night		250	
Weekly services (170 N. Main St.), per week (Contract Sections A.2.n., A.4, and A.8)	\$ /week	\$ /week	\$ /week	\$ /week	\$ /week		52	
Weekly services (1295 Poplar Ave.), per week (Contract Sections A.2.n., A.4., and A.8.)	\$ /week	\$ /week	\$ /week	\$ /week	\$ /week		52	
Weekly services (942 W. Poplar Ave.), per week (Contract Sections A.2.n., A.4., and A.8.)	\$ /week	\$ /week	\$ /week	\$ /week	\$ /week		52	
Weekly services (126 Pleasant Ave.), per week (Contract Sections A.2.n., A.4., and A.8.)	\$ /week	\$ /week	\$ /week	\$ /week	\$ /week		52	
Weekly services (724 E. Hwy 51), per week (Contract Sections A.2.n., A.4., and A.8.)	\$ /week	\$ /week	\$ /week	\$ /week	\$ /week		52	
Weekly services (3360 S. Third St.), per week (Contract Sections A.2.n., A.4., and A.8.). This building will not be included in the initial contract start date, but is anticipated to be added on or after March 1, 2012.	\$ /week	\$ /week	\$ /week	\$ /week	\$ /week		52	
Monthly services (170 N. Main St.), per month (Contract Sections A.2.o., A.5., and A.8.).	\$ /month	\$ /month	\$ /month	\$ /month	\$ /month		12	
Monthly services (1295 Poplar Ave.), per month (Contract Sections A.2.o., A.5., and A.8.)	\$ /month	\$ /month	\$ /month	\$ /month	\$ /month		12	

PROPOSER LEGAL ENTITY NAME:		Proposed Cost					State Use ONLY		
Cost Item Description	Year 1	Year 2	Year 3	Year 4	Year 5	Sum	Evaluation Factor (estimate of annual hours, services, or sq ft)	Evaluation Cost (cost x factor)	
	01/01/12 – 12/31/12	01/01/13 – 12/31/13	01/01/14 – 12/31/14	01/01/15 – 12/31/15	01/01/16 – 12/31/16				
Monthly services (942 W. Poplar Ave.), per month (Contract Sections A.2.o., A.5., and A.8.)	\$ /month	\$ /month	\$ /month	\$ /month	\$ /month		12		
Monthly services (126 Pleasant Ave.), per month (Contract Sections A.2.o., A.5., and A.8.)	\$ /month	\$ /month	\$ /month	\$ /month	\$ /month		12		
Monthly services (724 E. Hwy 51), per month (Contract Sections A.2.o., A.5., and A.8.)	\$ /month	\$ /month	\$ /month	\$ /month	\$ /month		12		
Monthly services (3360 S. Third St.), per month (Contract Sections A.2.o., A.5., and A.8.). This building will not be included in the initial contract start date, but is anticipated to be added on or after March 1, 2012.	\$ /month	\$ /month	\$ /month	\$ /month	\$ /month		12		
Carpet shampooing (all building locations), per sq footage (Contract Sections A.2.c., A.8.j., and A.9.c.)	\$ /sq ft	\$ /sq ft	\$ /sq ft	\$ /sq ft	\$ /sq ft		117,428		
Scrub and recoat hard surface flooring (all building locations), per sq footage (Contract Sections A.2.bb., A.2.dd., A.8.m. and A.9.c.)	\$ /sq ft	\$ /sq ft	\$ /sq ft	\$ /sq ft	\$ /sq ft		79,527		
Strip and wax, hard surface flooring (all building locations), per sq footage (Contract Sections A.2.h., A.2.v., A.8.n., and A.9.c.)	\$ /sq ft	\$ /sq ft	\$ /sq ft	\$ /sq ft	\$ /sq ft		79,527		
Custodial Service Porter (all building locations), per hour (Contract Sections A.2.l., A.6, and A.8.)	\$ /hr	\$ /hr	\$ /hr	\$ /hr	\$ /hr		8800		
EVALUATION COST AMOUNT (sum of evaluation costs above):									
The RFP Coordinator will use this sum and the formula below to calculate the Cost Proposal Score. Numbers rounded to two (2) places to the right of the decimal point will be standard for calculations.									
$\frac{\text{lowest evaluation cost amount from all proposals}}{\text{evaluation cost amount being evaluated}}$						$\times 35$ (maximum section score)	= SCORE:		
State Use – RFP Coordinator Signature, Printed Name & Date:									

REFERENCE QUESTIONNAIRE

The standard reference questionnaire provided on the following pages of this attachment MUST be completed by all individuals offering a reference for the Proposer.

The Proposer will be solely responsible for obtaining completed reference questionnaires as required (refer to RFP Attachment 6.2., Technical Proposal & Evaluation Guide, Section B, Item B.17.), and for enclosing the sealed reference envelopes within the Proposer's Technical Proposal.

RFP # 50101-00311 PROPOSAL REFERENCE QUESTIONNAIRE

REFERENCE SUBJECT: **PROPOSER NAME** (completed by proposer before reference is requested)

The “reference subject” specified above, intends to submit a proposal to the State of Tennessee in response to the Request for Proposals (RFP) indicated. As a part of such proposal, the reference subject must include a number of completed and sealed reference questionnaires (using this form).

Each individual responding to this reference questionnaire is asked to follow these instructions:

- complete this questionnaire (either using the form provided or an exact duplicate of this document);
- sign and date the completed questionnaire;
- seal the completed, signed, and dated questionnaire in a new standard #10 envelope;
- sign in ink across the sealed portion of the envelope; and
- return the sealed envelope containing the completed questionnaire directly to the reference subject.

(1) What is the name of the individual, company, organization, or entity responding to this reference questionnaire?

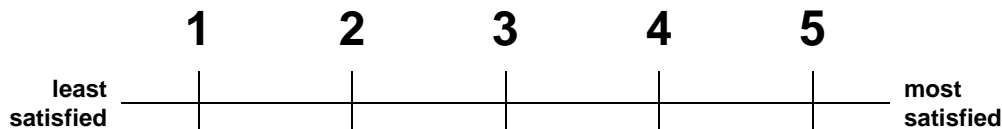
(2) Please provide the following information about the individual completing this reference questionnaire on behalf of the above-named individual, company, organization, or entity.

NAME:	
TITLE:	
TELEPHONE #	
E-MAIL ADDRESS:	

(3) What services does /did the reference subject provide to your company or organization?

(4) What is the level of your overall satisfaction with the reference subject as a vendor of the services described above?

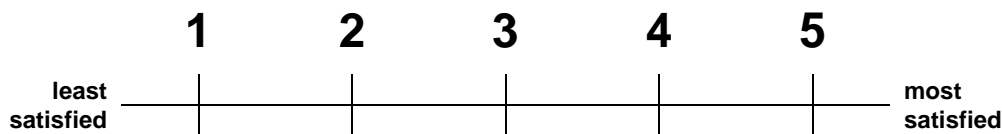
Please respond by circling the appropriate number on the scale below.



If you circled 3 or less above, what could the reference subject have done to improve that rating?

- (5) If the services that the reference subject provided to your company or organization are completed, were the services completed in compliance with the terms of the contract, on time, and within budget? If not, please explain.
- (6) If the reference subject is still providing services to your company or organization, are these services being provided in compliance with the terms of the contract, on time, and within budget? If not, please explain.
- (7) How satisfied are you with the reference subject's ability to perform based on your expectations and according to the contractual arrangements?
- (8) In what areas of service delivery does /did the reference subject excel?
- (9) In what areas of service delivery does /did the reference subject fall short?
- (10) What is the level of your satisfaction with the reference subject's project management structures, processes, and personnel?

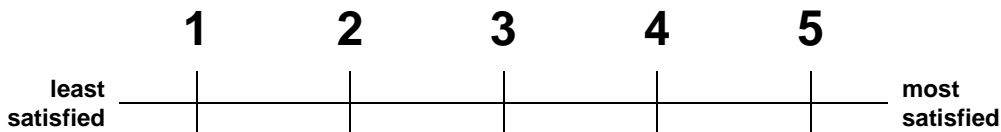
Please respond by circling the appropriate number on the scale below.



What, if any, comments do you have regarding the score selected above?

- (11) **Considering the staff assigned by the reference subject to deliver the services described in response to question 3 above, how satisfied are you with the technical abilities, professionalism, and interpersonal skills of the individuals assigned?**

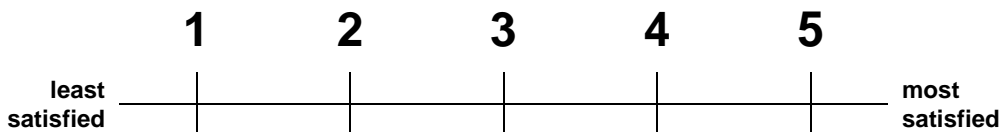
Please respond by circling the appropriate number on the scale below.



What, if any, comments do you have regarding the score selected above?

- (12) **Would you contract again with the reference subject for the same or similar services?**

Please respond by circling the appropriate number on the scale below.



What, if any, comments do you have regarding the score selected above?

REFERENCE SIGNATURE:

(by the individual completing this request for reference information)

_____ (must be the same as the signature across the envelope seal)

DATE:

PROPOSAL SCORE SUMMARY MATRIX

	<i>PROPOSER NAME</i>		<i>PROPOSER NAME</i>		<i>PROPOSER NAME</i>	
GENERAL QUALIFICATIONS & EXPERIENCE (maximum: 15)						
<i>EVALUATOR NAME</i>						
<i>EVALUATOR NAME</i>						
<i>REPEAT AS NECESSARY</i>						
	AVERAGE:		AVERAGE:		AVERAGE:	
TECHNICAL QUALIFICATIONS, EXPERIENCE & APPROACH (maximum: 50)						
<i>EVALUATOR NAME</i>						
<i>EVALUATOR NAME</i>						
<i>REPEAT AS NECESSARY</i>						
	AVERAGE:		AVERAGE:		AVERAGE:	
COST PROPOSAL (maximum: 35)	SCORE:		SCORE:		SCORE:	
TOTAL PROPOSAL EVALUATION SCORE: (maximum: 100)						

RFP Coordinator Signature, Printed Name & Date:

RFP # 50101-00311 *PRO FORMA* CONTRACT

The *pro forma* contract detailed in following pages of this exhibit contains some “blanks” (signified by descriptions in capital letters) that will be completed with appropriate information in the final contract resulting from the RFP.

**CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF GENERAL SERVICES
AND
CONTRACTOR NAME**

This Contract, by and between the State of Tennessee, Department of General Services, hereinafter referred to as the "State" and **Contractor Legal Entity Name**, hereinafter referred to as the "Contractor," is for the provision of janitorial services in Memphis, Tennessee, as further defined in the "SCOPE OF SERVICES."

The Contractor is **a/an Individual, For-Profit Corporation, Non-Profit Corporation, Special Purpose Corporation Or Association, Partnership, Joint Venture, Or Limited Liability Company.**

Contractor Place of Incorporation or Organization: **Location**

Contractor Edison Registration ID # **Number**

A. SCOPE OF SERVICES:

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

A.2. **DEFINITIONS**

- a. Bright Metal Polishing - Removal of all water spots and other foreign matter from bathroom fixtures and exposed pipes.
- b. Burnishing - Buffing the floor with a high speed burnishing machine, either propane (with emissions controls) or battery operated that rotates the pads at a minimum of 2,000 RPM.
- c. Carpet Extraction (Shampoo) - Removal of dirt, gum, and all other foreign matter from carpets and rugs utilizing commercial grade carpet extraction equipment. **Bonnet cleaning is not an acceptable means of Carpet Extraction.**
- d. Carpet Vacuuming - Removal of dirt and debris utilizing a commercial vacuum cleaner (either a back pack vacuum or an upright vacuum).
- e. Damp Wiping - Use of a clean damp cloth or sponge to remove all dirt, spots, streaks and smudges from walls, glass and other specified surfaces and then drying to provide a polished appearance. The wetting solution shall contain an appropriate cleaning agent. When damp wiping in toilet areas, a multi-purpose (disinfectant- deodorizer) cleaner shall be used.
- f. Glass Cleaning - Glass areas to be cleaned (i.e. door glass, glass shelves, glass partitions, pictures, bookcases, etc.).
- g. Floor Cleaning - Removal of all dirt, gum, and other foreign matter utilizing water, mops, rags, commercial floor cleaning equipment (auto scrubber).
- h. Floor Stripping - Removal of all dirt, gum, and other foreign matter as well as all wax utilizing stripping chemicals and commercial floor cleaning equipment (floor stripping machine, auto scrubber, high speed burnisher).
- i. Floor Scrubbing - Removal of all dirt, gum, and other foreign matter as well as top coat of wax utilizing appropriate scrubbing chemicals and commercial floor cleaning equipment (auto scrubber). Small areas can be hand scrubbed utilizing a mop and a wet/dry vacuum cleaner.
- j. VCT flooring - Vinyl Composition Tile is a man made surface cover.

- k. Loading Dock - Area designated for shipping and receiving of incoming and outgoing materials and supplies.
- l. Custodial Service (Porter) – Custodial service (when applicable) is to be performed as requested by the Facility Administrator. Custodial service porters are given specific instructions on what to clean, where to clean, and when to clean.
- m. Nightly Services – Nighttime service (when applicable) is to be performed as requested by the Facility Administrator. Service is normally performed five days per week, Monday – Friday, excluding State holidays.
- n. Weekly Services – Weekly service (when applicable) is to be performed as requested by the Facility Administrator. Service is normally performed once per week on a scheduled work day approved by the Facility Administrator.
- o. Monthly Services – Monthly service (when applicable) is to be performed as requested by the Facility Administrator. Service is normally performed once per month on a scheduled work day as approved by the Facility Administrator.
- p. Dust Mops - All dust mops to be specifically treated before use to aid in the removal of dust and dirt. Upon completion of dust mopping, floors are to be free of litter, debris and grit. Treatment that leaves an oil film on floors is prohibited.
- q. Dusting - Dust shall not be merely moved from place to place, but removed directly from the areas in which it lies by the most effective means - appropriately treated dust cloths, vacuum tools, etc. When high dusting, dust shall not be allowed to fall from high areas onto furniture and equipment below. The following conditions shall exist after the completion of each dusting task:
 1. There shall be no dust streaks.
 2. Corners, crevices, molding and ledges shall be free of dust.
 3. There shall be no oils, spots or smudges on dusted surfaces caused by dusting tools.
- r. Moving of Furniture and Equipment - For all operations where furniture and equipment must be moved, no chairs, wastepaper baskets or other similar items shall be stacked on desks, tables or window sills. Upon completion of work, all furniture and equipment must be returned to its original position.
- s. Elevator Floor Cleaning - Where floors have resilient type covering all necessary cleaning operations shall be performed to provide a clean and polished appearance. If applicable, carpeted areas shall be vacuumed nightly and extracted upon Facility Administrator's instruction.
- t. Sweeping and Dust Mopping Operations - After sweeping and dust mopping operations, all floors shall be clean and free of dust streaks. No dirt shall be left in corners, behind radiators, under furniture, behind doors, or on stair landings and treads. No dirt shall be left where sweepings were picked up. All dust mops are to be specially and properly cleaned before use to aid in the removal of dust and dirt. After dust mopping, floors are to be free of litter, debris and grit. Treatment which leaves an oil film on the floor is prohibited.
- u. Trash Removal - Removal of liner when food, drink, or trash is present. Trash liner shall fit the container to the bottom with a minimum six inch lap around the top. Liner shall be replaced whenever food or drink has been wasted.
- v. Waxing - Waxing refers to a systematic procedure to assure optimum floor maintenance. Techniques shall include proper floor care products (i.e., strippers, finishers, sealers, cleaners, and maintaining products) that are chemically compatible. A total system of matched floor care products shall be used to assure durability, wear, resistance, scrub ability, and appearance for floor surfaces. Wax shall be applied in a thin even coat and

allowed to dry. The number of coats applied will depend on the type and condition of floor. Wax or mop water splashings which may have accumulated on base boards, lower edges of doors, door jambs, filing cabinets, and desk legs are to be removed.

- w. Porcelain Ware and/or Stainless Steel Cleaning - Porcelain or stainless steel fixtures (drinking fountains, wash basins, urinals, toilets, etc.) shall be clean and bright; there shall be no dust, spots, stains, rust, encrustation or excess moisture. Walls and floors adjacent to fixtures shall be free of spots, drippings, and watermarks.
- x. Public Areas - All entrances, lobbies, interior stairwells, elevators, corridors and exterior areas of the building.
- y. Restrooms - All public restrooms (both men's and women's), locker rooms, and private toilet areas.
- z. Office Areas – All enclosed space used for work areas, these areas shall include open and private office space.
- aa. Assembly Areas - All enclosed space used as common gathering spaces off public corridor areas. These areas include libraries, conference rooms, kitchens, cafeterias, snack bar areas, and storage areas.
- bb. Scrub - Removal of all foreign material from a floor by use of a cleaning solution of water and detergent resulting in a surface free of all surface and embedded dirt (including heel marks) as well as residual cleaning solutions and films.
- cc. Hand scrubbing - The removal of all dirt, film and residue from a surface by use of a cleaning solution as described above.
- dd. Recoat – An application to include three (3) coats of wax applied to floors that have been scrubbed.
- ee. Contract Management Plan - The Contract Management Plan is a plan developed by the Contractor and submitted to the Facility Administrator for approval that details the delivery schedule of the services to be performed under this contract. The Contract Management Plan must be developed and approved prior to the Contractor performing on the contract start date.
- ff. Performance Log – The Performance Log (Attachment Three) will be used by the Facility Administrator to document issues concerning the level of service, and to assist when there are issues with service. Facility Administrator will grade the level of service delivered and score each area accordingly as Excellent, Fair, Unacceptable, and Critical.

A.3. **NIGHTLY REQUIREMENTS**

- a. Emptying waste receptacles
 - 1) When removing trash from public areas, offices and cubicles, the Contractor shall utilize a lined container on wheels. Trash liner shall fit the container to the bottom with a minimum six inch lap around the top. Liner shall be replaced whenever food or drink has been wasted.
 - 2) Empty sand urns and waste paper receptacles of trash and cigarette butts, replacing sand and plastic liners where required. Plastic liners are to be used in all waste paper receptacles.
 - 3) Empty recycling bins as directed by the Facility Administrator. The emptying of recycling bins shall consist of: transporting the recycling bins from their designated floors to the recycle room; emptying the contents of the bins into the containers provided; and returning the bins to their proper floor and location.
 - 4) Contractor shall replace liner when:

- a) liner(s) has trash
 - b) liner(s) are wet
 - c) liner(s) has foreign substance
- 5) Contractor is required to have an extra liner dry and free from foreign substance in each receptacle.
- 6) The Contractor shall wash receptacles when needed.

- b. Glass cleaning shall include all entrance and exit doors, and adjacent glass. Glass shall be cleaned from floor to as high as possible without using a ladder (approximately 7 to 8 feet above the floor). The requirement shall mean the glass shall be cleaned on the inside and outside of the glass, where applicable.

- c. Clean and shine drinking fountains, Contractor shall refer to bright metal polishing definition, for this procedure.
 - 1) Wash and disinfect all drinking fountains and dry shine to prevent spotting.
 - 2) Polish the bright metal.

- d. Break room
 - 1) clean sinks
 - 2) wipe down countertops
 - 3) wipe down tables
 - 4) vacuum and spot clean carpeted areas
 - 5) sweep clean and spot mop hard surface floors
 - 6) empty trash receptacles and replace with a clean and dry liner. An extra clean and dry liner shall be placed in the bottom of the receptacle free from any foreign matter.
 - 7) wet mop and burnish VCT floor

- e. Outside servicing
 - 1) Sweep outside entry ways, pick-up and remove debris, and all foreign matter.
 - 2) Clear steps of debris
 - 3) Empty trash and cigarette receptacles
 - 4) Pick up and remove debris around building and in parking lot, which shall include litter and cigarette butts from upper and lower paved decks, steps, walkways, etc.

- f. Floors
 - 1) Vacuum all carpeted areas
 - 2) Dust mop all corridors
 - 3) Sweep, wash, and burnish all hard surface floors (remove all gum)
 - 4) Vacuum all external/internal mats (rugs) at points of ingress/egress

- g. Dusting
 - 1) Dust all furniture
 - 2) Dust all high and low partitions

- h. Stairwells – Sweep clean and spot mop spillage

- i. Elevators
 - 1) dust elevator walls and doors with a treated cloth
 - 2) sweep, wet mop and spray buff hard surface floors.
 - 3) vacuum carpeted floors.
 - 4) dust wipe and dry shine brass railings on back and side wells.
 - 5) clean elevator tracks, to be free of debris

- j. Loading Docks (Where Applicable)
 - 1) sweep loading docks.
 - 2) pick up and remove trash around loading dock areas.

- k. Restrooms
 - 1) Sweep and mop all restroom floors

- 2) Vacuum all carpeted areas
- 3) Empty waste receptacles, and replace plastic liners (ensure use of proper sized plastic liners). Plastic liners to be used in all waste paper receptacles.
- 4) Clean mirrors and glass
- 5) Clean toilet and urinals with disinfectant detergent, inside and out
- 6) Clean bright metal hardware.
- 7) Clean stall dividers and walls
- 8) Clean door interiors
- 9) Clean wash basins
- 10) Damp wipe and polish pipes under wash basins
- 11) Restock or refill towel, tissue, and soap dispensers

A.4. **WEEKLY REQUIREMENTS**

- a. Spot wash walls and doors
- b. Dust pictures
- c. Dust window sills, frames and blinds
- d. Damp wipe wastepaper receptacles in break room and restrooms inside and out
- e. Clean all return and supply air grills and door grills
- f. Clean floors and sinks in janitor's closets
- g. Clean carpeted floors of elevators (Extraction method)
- h. Clean bright metal hardware in shower stalls, and remove soap scum from floors, partitions, walls, doors, etc. and disinfect.
- i. Scrub restroom floors, clean baseboard grouting to eliminate residue
- j. Clean all clear, opaque or frosted glass pictures and bookcases, etc.
- k. Damp wipe window sills

A.5. **MONTHLY REQUIREMENTS**

- a. Mop stairwells
- b. Sweep outdoor walls to ceiling
- c. Wet mop loading dock (or pressure wash with approval)
- d. Clean baseboards
- e. Wet mop all janitor's closets
- f. Dust fire equipment and exit lights
- g. Porcelain Ware and/or Stainless Steel Cleaning

A.6. **Custodial Service (Porter)**

- a. The Contractor will supply custodial service (where applicable), per request of the Facility Administrator. Duties of the porter(s) will include but not be limited to the services listed in section A.3 of the contract. The custodial service work hours may be scheduled outside of normal daytime hours. The State will not pay overtime rates for Custodial Services.

A.7. **CONTRACT MANAGEMENT PLAN**

- a. The Facility Administrator will use a Performance Log (contract Attachment Three) to document issues recognized as improper service issues.
- b. Schedule of Daily, Weekly, and Monthly tasks is to be developed by Contractor and presented to Facility Administrator for approval, within one (1) week of starting services and updated quarterly thereafter.

A.8. **CONTRACTOR REQUIREMENTS**

- a. The Contractor shall furnish all uniforms (minimum shirt or smock) and photo identification card for custodial employees. The name of the contractor's company shall be imprinted or embroidered on the uniforms. NOTE: ALL EMPLOYEES WILL BE

REQUIRED TO WEAR UNIFORMS AND IDENTIFICATION BADGES THAT ARE CLEARLY VISIBLE.

- b. The Contractor shall provide the Facility Administrator with a current list of employees scheduled and approved to work in the building prior to each employee beginning a shift. The list must be maintained to provide a continual current listing of employees to the Facility Administrator due to turnover and rehiring. Furthermore, the Contractor must provide a listing of emergency phone numbers so that a representative of their firm can be available twenty-four (24) hours per day as needed to handle emergencies.
- c. All Contractor employees shall be required to sign in and sign out at the job site with security and/or tenant representative(s) as designated by the Facility Administrator. A copy of the sign in/out log must be submitted with each billing invoice.
- d. The Contractor shall immediately report all situations discovered while performing custodial services that warrant repairs (i.e. system failures, plumbing problems, electrical circuit breaker failure, and any other unusual occurrences detected) to the Facility Administrator.
- e. All janitorial work shall be quality work performed according to the standards of the industry, and to the complete satisfaction of the Facility Administrator. The Contractor shall provide sufficient staffing for the satisfactory performance of this work at the frequencies and within the time frames specified. The Contractor shall establish and follow a quality control program for the purpose of identifying and correcting deficiencies in the quality of service performed. All documentation used for the quality control program shall be made available to the Facility Administrator.
- f. All personnel used by the Contractor for the performance of this contract shall be properly trained and qualified to perform janitorial services of the type and scope as described herein.
- g. The Contractor shall provide the Facility Administrator with TBI background checks on all janitorial personnel identified to provide the services specified. The TBI background checks shall be provided at no additional cost to the state. The Contractor will provide TBI background checks on all employees before they begin work under this contract. Additional and/or new employees will require TBI background checks before performing custodial services at these buildings. The State reserves the right to make the final decision on personnel allowed to work under this contract.
- h. The Contractor shall provide necessary supervision with on-site cleaning staff. The Contractor's Supervisors shall be literate and able to communicate fully in the English language because of the necessity to read chemical labels, job instructions, and communicating with the Facility Administrator. The Supervisor shall be onsite during all scheduled shifts and must have a company provided cell phone and the phone number must be provided to the Facility Administrator.
- i. The Contractor shall furnish all supplies, materials, and equipment necessary for the proper performance of the janitorial service. All supplies must be in accordance with GS-37 Green Seal Standard for Cleaning Products. The Contractor is to distribute and install expendable supplies. Supplies and materials include, but are not limited to, the following:
 1. Vacuums - Commercial grade carpet and floor HEPA (High –Efficiency Particulate Air) rated vacuum as well as HEPA filter.
 2. Mops - Commercial grade cotton 32 ounce.
 3. Dust Mops - (minimum width of 30").
 4. Dusters - (feather, lamb's wool, or other appropriate material).
 5. Commercial Grade buckets - (Trash Receptacle) with rollers.
 6. Mop Buckets - Commercial grade with wheels.

7. Mop Wringers - Commercial grade that attaches to Mop Bucket that will support 32 ounce mops.
8. Floor Burnisher - Burnisher can be propane burnisher with emissions controls or battery operated. Maximum operating speed must be a minimum of 2000 RPM.
9. Auto Scrubber - 26" (two 13" pad drivers) Battery operated with a minimum fresh water tank of 15 gallons.
10. Custodial Supplies – that will include but not limited to the following:
 - i. Trash can liners;
 - ii. Sand (for sand urns);
 - iii. Hand towels (paper, disposable, kraft or bleached white, rolls or sheets highly absorbent, soft to the touch);
 - iv. Toilet tissue (2 ply, sheet dimensions 4.5 inch x 4.5 inch, sheet count per roll – 500 2 ply sheets);
 - v. Boxed soap for soap dispensers (no harsh chemicals);
 - vi. Liquid soap for soap dispensers (no harsh chemicals);
 - vii. Wax lined sanitary napkin bags; and
 - viii. Wet/dry vacuum with a minimum of 3 gallons capacity, with attachments for crevices, floors, and carpets.

- j. Carpet Cleaning: Extraction (Shampoo) and Vacuum - The Contractor shall safely and thoroughly clean rugs and carpets by using a commercially rated vacuum or cleaning machine capable of removing all foreign matter. Rugs and carpets shall be vacuumed (total surface area) before and after shampooing. In addition, pre-spot all stains prior to shampooing. Rugs and carpets shall be thoroughly vacuumed by a commercially rated vacuum machine capable of removing all embedded foreign matter. Pre-spot all stains prior to extraction. The extraction process shall not cause shrinkage of rugs or carpeting or affect their appearance or durability. The extraction process shall remove all traces of dirt, grime and soil leaving rugs and carpeting free from all residual or foreign matter, utilizing commercial grade carpet extraction equipment. **Bonnet cleaning is not an acceptable alternative to Carpet Extraction**

Carpet cleaning machine must self-heat the water to 200 degrees, and inject into the carpet at a minimum of 200 psi.

The Contractor shall be fully responsible for the correction of any damage or faulty workmanship caused by the Contractor's method of cleaning. The carpet under all furniture is to be extracted as well as exposed carpet. The Contractor shall be responsible for moving furniture. When necessary, rugs and carpeting will be brushed to restore flattened pile.

The State reserves the right to allow others besides the awarded Contractor to perform carpet extraction outside the stated frequencies if deemed appropriate. Payment will be made only to the vendor who performs that service.

- k. Wet Mopping - All floors shall be properly prepared. They shall be thoroughly swept to remove visible dirt and debris. Gum, tar, and similar substances shall be removed from the floor surface. On completion of mopping, the floor shall be clean and free of dirt, water streaks, mop marks, strings, etc. and shall be properly rinsed and dry mopped to present an overall appearance of cleanliness. All surfaces shall be dry and corners and cracks shall be clean. The Contractor shall use a heavy wet mop for hallways, and a small, light mop for corners and detail cleaning.

No mopping is to take place before 5:00 p.m. unless otherwise instructed by the Facility Administrator. If mopping does take place prior to 5:00 p.m., signs must be placed warning of the wet floor.

- l. Burnishing - All floors shall be properly wet mopped and dry. Contractor will utilize a high speed propane burnisher (equipped with emissions control) or a battery operated floor

burnisher that rotates at a minimum of 2000 RPM. Corridor halls and VCT floors will be burnished nightly. All floors that are burnished will receive a final dust mop.

- m. Scrub and recoat - All hard surface flooring in corridor and lobby areas and entrances. Move furniture and waste receptacles out of hallway, return upon completion of recoat. Floor shall be scrubbed and recoated with three (3) coats of floor finish.
- n. Strip and wax - All hard surface flooring in corridor and lobby areas, entrances, and ground floor.
- o. Glass (to include Windows as appropriate) The Contractor is to use a tri-sodium/water solution as cleaning agent, applied by sponge and removed with a squeegee to prevent smears and streaks on glass (windows). In addition, all tape and other gummed articles shall be removed from glass (window) surface by means of a razor blade, or similar instrument, prior to cleaning. The Contractor, if necessary, will remove all items from the glass (windows), utilize a drop cloth to prevent watermarks, and upon completion of the cleaning, replace items moved. All blinds and drapes may be removed by the contractor to permit easy access to the glass (window) for cleaning and to prevent damage by water and/or unnecessary handling. Blinds and drapes are to be replaced and secured in their original position.
- p. Porcelain Ware and/or Stainless Steel Cleaning - Porcelain or stainless steel fixtures (drinking fountains, wash basins, urinals, toilets, etc.) shall be clean and bright; there shall be no dust, spots, stains, rust, encrustation or excess moisture. Walls and floors adjacent to fixtures shall be free of spots, drippings, and watermarks.
- q. Recycling – The Contractor will ensure that all custodial procedures will assist in the State's recycling effort.

A.9. **STATE RESPONSIBILITY**

- a. The State will provide secured custodial storage space for the Contractor's equipment and supplies.
- b. The Facility Administrator will schedule inspections with the Contractor. Quality service and strict adherence to the contract will be expected from the Contractor.
- c. The Facility Administrator will schedule the services listed below with the Contractor on an as needed basis. The Facility Administrator will instruct the Contractor on the total square footage to clean per service.
 - i. Hard surface floor scrub and recoat
 - ii. Hard surface floor strip and wax
 - iii. Carpet shampoo and extraction

A.10. **SPECIAL INSTRUCTIONS FOR THE BUILDING**

- a. ABSOLUTELY NO EATING OR DRINKING IN BUILDING AREAS EXCEPT WHERE DESIGNATED. SMOKING IS NOT ALLOWED IN BUILDING OR WITHIN 50 FEET OF THE BUILDING ENTRANCES.
- b. Only employees of Contractor allowed. No children, friends or unauthorized persons allowed on premises.
- c. Do not touch telephones, computers, printers, copiers, terminals or other electronic-office equipment.

- d. Any employee of the Contractor who violates these instructions may not be permitted on the premises again.

A.11. **INCREASE OR DECREASE OF SERVICES** - At any time during contract period, as a result of changing service needs or funding availability, the State, as it may deem necessary, may direct the Contractor by Memorandum of Understanding to:

- a. Increase or decrease the frequency of nightly, weekly, or monthly services for any building
- b. Increase or decrease the custodial service hours for any building
- c. Modify Attachment Two schedule of work hours
- d. Delete any building from service

The Contractor shall implement the requested increase/decrease in service by the next business day following receipt of the Memorandum of Understanding. The Memorandum of Understanding shall be incorporated to this contract.

A.12. **CONTRACT NON-PERFORMANCE** - In the event that the Contractor fails to perform any of the nightly, weekly and monthly services, the parties hereto agree that such non-performance will be detrimental to the achievement of the State's goal of providing timely and responsive tenant services. It would be impracticable and extremely difficult to fix the actual damages sustained in the event of such service failure by the Contractor; therefore, the amount of damages sustained shall be arrived at by multiplying the area of service failure (in square footage) by the quotient of the applicable section C.3.b. payment rate divided by the approximate cleaning square footage of the building (per Attachment Two). The product will be multiplied by the number of units not provided in the billing cycle applicable to the service failure. The resulting amount shall be deducted from the State's monthly payment to the Contractor.

B. CONTRACT PERIOD:

- B.1. This contract shall be effective for the period beginning January 1, 2012, and ending on December 31, 2014. The Contractor hereby acknowledges and affirms that the State shall have no obligation for services rendered by the Contractor which were not performed within this specified contract period.
- B.2. Term Extension. 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.

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)**. The payment rates in section C.3 shall constitute the entire compensation due the Contractor for all service and Contractor obligations hereunder regardless of the difficulty, materials or equipment required. The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

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 the payment rates detailed in section C.3. The State is under no obligation to request work from the

Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this contract.

- C.2. Compensation Firm. The payment rates and the maximum liability of the State under this contract are firm for the duration of the contract and are not subject to escalation for any reason unless amended.
- C.3. 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.
- a. The Contractor's compensation shall be contingent upon the satisfactory completion of units, milestones, or increments of service defined in section A.
 - b. The Contractor shall be compensated for said units, milestones, or increments of service based upon the following payment rates:

Cost Item Description	Year 1	Year 2	Year 3	Year 4	Year 5
	01/01/12 – 12/31/12	01/01/13 – 12/31/13	01/01/14 – 12/31/14	01/01/15 – 12/31/15	01/01/16 – 12/31/16
Nightly services (170 N. Main St.), per night (Contract Sections, A.2.m., A.3, A.8.)	\$ /night	\$ /night	\$ /night	\$ /night	\$ /night
Nightly services (1295 Poplar Ave.), per night (Contract Sections, A.2.m., A.3., and A.8.)	\$ /night	\$ /night	\$ /night	\$ /night	\$ /night
Nightly services (942 W. Poplar Ave.), per night (Contract Sections, A.2.m., A.3., and A.8.))	\$ /night	\$ /night	\$ /night	\$ /night	\$ /night
Nightly services (126 Pleasant Ave.), per night (Contract Sections, A.2.m., A.3., and A.8.)	\$ /night	\$ /night	\$ /night	\$ /night	\$ /night
Nightly services (724 E. Hwy 51), per night (Contract Sections, A.2.m., A.3., and A.8.))	\$ /night	\$ /night	\$ /night	\$ /night	\$ /night
Nightly services (3360 S. Third St.), per night (Contract Sections, A.2.m., A.3., and A.8.)). This building will not be included in the initial contract start date, but is anticipated to be added on or after March 1, 2012.	\$ /night	\$ /night	\$ /night	\$ /night	\$ /night
Weekly services (170 N. Main St.), per week (Contract Sections A.2.n., A.4, and A.8)	\$ /week	\$ /week	\$ /week	\$ /week	\$ /week
Weekly services (1295 Poplar Ave.), per week (Contract Sections A.2.n., A.4., and A.8.)	\$ /week	\$ /week	\$ /week	\$ /week	\$ /week
Weekly services (942 W. Poplar Ave.), per week (Contract Sections A.2.n., A.4., and A.8.)	\$ /week	\$ /week	\$ /week	\$ /week	\$ /week

Cost Item Description	Year 1 01/01/12 – 12/31/12	Year 2 01/01/13 – 12/31/13	Year 3 01/01/14 – 12/31/14	Year 4 01/01/15 – 12/31/15	Year 5 01/01/16 – 12/31/16
Weekly services (126 Pleasant Ave.), per week (Contract Sections A.2.n., A.4., and A.8.)	\$ /week	\$ /week	\$ /week	\$ /week	\$ /week
Weekly services (724 E. Hwy 51), per week (Contract Sections A.2.n., A.4., and A.8.)	\$ /week	\$ /week	\$ /week	\$ /week	\$ /week
Weekly services (3360 S. Third St.), per week (Contract Sections A.2.n., A.4., and A.8.). This building will not be included in the initial contract start date, but is anticipated to be added on or after March 1, 2012.	\$ /week	\$ /week	\$ /week	\$ /week	\$ /week
Monthly services (170 N. Main St.), per month (Contract Sections A.2.o., A.5., and A.8.).	\$ /month	\$ /month	\$ /month	\$ /month	\$ /month
Monthly services (1295 Poplar Ave.), per month (Contract Sections A.2.o., A.5., and A.8.).	\$ /month	\$ /month	\$ /month	\$ /month	\$ /month
Monthly services (942 W. Poplar Ave.), per month (Contract Sections A.2.o., A.5., and A.8.).	\$ /month	\$ /month	\$ /month	\$ /month	\$ /month
Monthly services (126 Pleasant Ave.), per month (Contract Sections A.2.o., A.5., and A.8.).	\$ /month	\$ /month	\$ /month	\$ /month	\$ /month
Monthly services (724 E. Hwy 51), per month (Contract Sections A.2.o., A.5., and A.8.).	\$ /month	\$ /month	\$ /month	\$ /month	\$ /month
Monthly services (3360 S. Third St.), per month (Contract Sections A.2.o., A.5., and A.8.). This building will not be included in the initial contract start date, but is anticipated to be added on or after March 1, 2012.	\$ /month	\$ /month	\$ /month	\$ /month	\$ /month
Carpet shampooing (all building locations), per sq footage (Contract Sections A.2.c., A.8.j., and A.9.c.)	\$ /sq ft	\$ /sq ft	\$ /sq ft	\$ /sq ft	\$ /sq ft
Scrub and recoat hard surface flooring (all building locations), per sq footage (Contract Sections A.2.bb., A.2.dd., A.8.m. and A.9.c.)	\$ /sq ft	\$ /sq ft	\$ /sq ft	\$ /sq ft	\$ /sq ft
Strip and wax, hard surface flooring (all building locations), per sq footage (Contract Sections A.2.h., A.2.v., A.8.n., and A.9.c.)	\$ /sq ft	\$ /sq ft	\$ /sq ft	\$ /sq ft	\$ /sq ft
Custodial Service Porter (all building locations), per hour (Contract Sections A.2.l., A.6, and A.8.)	\$ /hr	\$ /hr	\$ /hr	\$ /hr	\$ /hr

- c. The Contractor shall not be compensated for travel time to the primary location of service provision.
- d. The State reserves the right to make deductions to invoices in accordance to Contract Section A.12.

C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel, meals, or lodging.

C.5. Invoice Requirements. The Contractor shall invoice the State only for completed increments of service and for the amount stipulated in section C.3, above, and present said invoices no more often than monthly, with all necessary supporting documentation, to:

State of Tennessee
 Department of General Services
 Facility Administrator – State of TN Real Estate Asset Management
 170 North Main Street, 2nd Floor
 Memphis, TN 38103

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
 - (1) Invoice Number (assigned by the Contractor)
 - (2) Invoice Date
 - (3) Contract Number (assigned by the State)
 - (4) Customer Account Name: DEPARTMENT OF GENERAL SERVICES, STATE OF TENNESSEE REAL ESTATE ASSET MANAGEMENT.
 - (5) Customer Account Number (assigned by the Contractor to the above-referenced Customer)
 - (6) Contractor Name
 - (7) Contractor Tennessee Edison Registration ID Number Referenced in Preamble of this contract
 - (8) Contractor Contact for Invoice Questions (name, phone, and/or fax)
 - (9) Contractor Remittance Address
 - (10) Description of Delivered Service
 - (11) Complete Itemization of Charges, which shall detail the following:
 - i. Service or Milestone Description (including name & title as applicable) of each service invoiced
 - ii. Number of Completed Units, Increments, Hours, or Days as applicable, of each service invoiced
 - iii. Applicable Payment Rate (as stipulated in Section C.3.) of each service invoiced
 - iv. Amount Due by Service
 - v. Total Amount Due for the invoice period
- b. The Contractor understands and agrees that an invoice under this contract shall:
 - (1) include only charges for service described in Contract Section A; Scope of Services and Attachment Two, and in accordance with payment terms and conditions set forth in Contract Section C;
 - (2) only be submitted for completed service and shall not include any charge for future work;
 - (3) not include sales tax or shipping charges; and
 - (4) initiate the timeframe for payment (and any discounts) only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

- C.6. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any payment, invoice, or matter in relation thereto. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount invoiced.
- C.7. 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.8. 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.9. Prerequisite Documentation. The Contractor shall not invoice the State under this contract until the State has received the following documentation properly completed.
- a. The Contractor shall complete, sign, and present to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once said form is received by the State, all payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee shall be made by Automated Clearing House (ACH).
 - b. 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 (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- 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 (said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- 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 shall give the Contractor at least thirty (30) days written notice before the effective termination date. The Contractor shall be entitled to 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 properly perform 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 below pertaining to "Conflicts of Interest," "Nondiscrimination," and "Records" (as identified by the section headings). 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 consultant 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 or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State 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.

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 will utilize the services of an illegal immigrant in the performance of this contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document at Attachment One, hereto, semi-annually during the period of this contract. Such attestations shall be maintained by the Contractor and made available to state officials upon request.

b. 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 will 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 state officials upon request.

c. 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. 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.

- e. 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. State Liability. The State shall have no liability except as specifically provided in this contract.
- D.16. 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.17. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this contract.
- D.18. 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.19. 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.20. 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.21. 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 any other terms and conditions of this contract, these 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 by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by EMAIL or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, 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:

Department of General Services
 Donnelly J. Hill Building
 Facility Administrator – State of TN Real Estate Asset Management
 170 North Main Street, 2nd Floor
 Memphis, Tennessee 38103
 Jerry.Cantrell@tn.gov.com
 Telephone # (901) 543-6420
 FAX # (901) 543-6426

The Contractor:

Contractor Contact Name & Title
Contractor Name
Address
Email Address
Telephone # Number
FAX # Number

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

- E.3. Subject to Funds Availability. The 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. Should

such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the 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.4. 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 the State under this contract is that of "employee/employer" and not that of an independent contractor, the Contractor, if a retired member of TCRS, may be required to repay to TCRS the amount of retirement benefits the Contractor received from TCRS during the period of this contract.

E.5. Insurance. The Contractor shall carry adequate liability and other appropriate forms of insurance.

a. The Contractor shall maintain, at minimum, the following insurance coverage:

- (1) 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.
- (2) 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.
- (3) 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.

b. 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.

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.

E.6. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State shall be regarded as confidential information in accordance with the provisions of applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards. Such confidential information shall not be disclosed, and all necessary steps shall be taken by the Contractor to safeguard the confidentiality of such material or information in conformance with applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards.

The Contractor's obligations under this section do not apply to information in the public domain; entering the public domain but not from a breach by the Contractor of this contract; previously possessed by the Contractor without written obligations to the State to protect it; acquired by the Contractor without written restrictions against disclosure from a third party which, to the Contractor's knowledge, is free to disclose the information; independently developed by the Contractor without the use of the State's information; or, disclosed by the State to others without restrictions against disclosure. Nothing in this paragraph shall permit Contractor to disclose any information that is confidential under federal or state law or regulations, regardless of whether it has been disclosed or made available to the Contractor due to intentional or negligent actions or inactions of agents of the State or third parties.

It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this contract.

- E.7. HIPAA Compliance. The State and Contractor shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its accompanying regulations.
- a. Contractor warrants to the State that it is familiar with the requirements of HIPAA and its accompanying regulations, and will comply with all applicable HIPAA requirements in the course of this contract.
 - b. Contractor warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by HIPAA and its regulations, in the course of performance of the contract so that both parties will be in compliance with HIPAA.
 - c. The State and the Contractor will sign documents, including but not limited to business associate agreements, as required by HIPAA and that are reasonably necessary to keep the State and Contractor in compliance with HIPAA. This provision shall not apply if information received by the State under this contract is NOT "protected health information" as defined by HIPAA, or if HIPAA permits the State to receive such information without entering into a business associate agreement or signing another such document.
- E.8. State Furnished Property. The Contractor shall be responsible for the correct use, maintenance, and protection of all articles of nonexpendable, tangible, personal property furnished by the State for the Contractor's temporary use under this contract. Upon termination of this contract, all property furnished shall be returned to the State in good order and condition as when received, reasonable use and wear thereof excepted. Should the property be destroyed, lost, or stolen, the Contractor shall be responsible to the State for the residual value of the property at the time of loss.
- E.9. Incorporation of Additional Documents. Each of the following documents is included as a part of this contract by reference. In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this contract, these items shall govern in order of precedence below.
- a. this contract document with any attachments or exhibits (excluding the items listed at subsections b. through e., below);
 - b. any clarifications of or addenda to the Contractor's proposal seeking this contract;
 - c. the State solicitation, as may be amended, requesting proposals in competition for this contract;
 - d. any technical specifications provided to proposers during the procurement process to award this contract;
 - e. the Contractor's proposal seeking this contract.

- E.10. Prohibited Advertising. The Contractor shall not refer to this contract or the Contractor's relationship with the State hereunder in commercial advertising in such a manner as to state or imply that the Contractor or the Contractor's services are endorsed. It is expressly understood and agreed that the obligations set forth in this section shall survive the termination of this contract in perpetuity.
- E.11. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- 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;
 - 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;
 - c. are not presently indicted 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
 - 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.12. 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 proposal responding to RFP-50101-00311 (Attachment 6.2, RFP Section B.15) and the Contractor's Letter of Diversity Commitment contained in *pro forma* contract Attachment Four.

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 business enterprises and businesses owned by minorities, women, and persons with a disability. Such reports shall be provided to the state of Tennessee Governor's Office of Diversity Business Enterprise in form and substance as required by said office.

- E.13. 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.

IN WITNESS WHEREOF,

CONTRACTOR LEGAL ENTITY NAME:

CONTRACTOR SIGNATURE

DATE

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

DEPARTMENT OF GENERAL SERVICES

STEVEN G. CATES, COMMISSIONER

DATE

Attachment One**ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE**

SUBJECT CONTRACT NUMBER:	
CONTRACTOR LEGAL ENTITY NAME:	
FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number)	

The Contractor, identified above, does hereby attest, certify, warrant, and assure 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 will utilize the services of an illegal immigrant in the performance of this Contract.

CONTRACTOR SIGNATURE

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Contractor. If said individual is not the chief executive or president, this document shall attach evidence showing the individual's authority to contractually bind the Contractor.

PRINTED NAME AND TITLE OF SIGNATORY

DATE OF ATTESTATION

Attachment Two

Buildings and Janitorial Service Requirements

Donnelly J. Hill Building
170 North Main Street
Memphis, Tennessee 38103

Approximate Facility Specifications:

Approximate Cleaning Square Footage Building	102,307
Public Area and Restroom Area Cleaning Square Footage	40,600
Office Area Cleaning Square Footage	61,707
Population of Building	500
Number of Restrooms	35
Approximate Square Footage Carpeted Area	83,435
Approximate Square Footage of Hard Surface Flooring	18,872
Number of Floors	13

Required Services:

- (2) Custodial Service Porters: Monday – Friday (excluding State holidays) – 7:30 a.m. – 4:00 p.m. (excluding lunch).
- Night Service: Monday – Friday (excluding State holidays) – 5:00 p.m. – 9:00 p.m.
- Weekly Services
- Monthly Services

Special Instructions:

The Facility Administrator will schedule the services listed below with the Contractor on an as needed basis. The Facility Administrator will instruct the Contractor on the total square footage to clean per service.

- Hard surface floor scrub and recoat
- Hard surface floor strip and wax
- Carpet shampoo and extraction

Attachment Two (continued)

Labor & Workforce Development
1295 Poplar
Memphis, Tennessee 38103

Approximate Facility Specifications:

Approximate Cleaning Square Footage Building	21,630
Public Area and Restroom Area Cleaning Square Footage	5,665
Office Area Cleaning Square Footage	15,965
Population of Building	42
Number of Restrooms	8
Approximate Square Footage Carpeted Area	14,420
Approximate Square Footage of Hard Surface Flooring	7,210
Number of Floors	2

Required Services:

- (1) Custodial Service Porter: Monday – Friday (excluding State holidays) – 8:00 a.m. – 4:30 p.m. (excluding lunch).
- Night Service: Monday – Friday (excluding State holidays) – 4:30 p.m. – 8:30 p.m.
- Weekly Services
- Monthly Services

Special Instructions:

The Facility Administrator will schedule the services listed below with the Contractor on an as needed basis. The Facility Administrator will instruct the Contractor on the total square footage to clean per service.

- Hard surface floor scrub and recoat
- Hard surface floor strip and wax
- Carpet shampoo and extraction

Attachment Two (continued)

Dept of Safety - Driver's License Office
3200 Shelby
Memphis, Tennessee 38103

Approximate Facility Specifications:

Approximate Cleaning Square Footage Building	12,475
Public Area and Restroom Area Cleaning Square Footage	9,139
Office Area Cleaning Square Footage	3,336
Population of Building	24
Number of Restrooms	4
Approximate Square Footage Carpeted Area	3,742
Approximate Square Footage of Hard Surface Flooring	8,733
Number of Floors	1

Required Services:

- (2) Custodial Service Porters: Monday – Friday (excluding State holidays) – 8:00 a.m. – 10:00 a.m.

Special Instructions:

The Facility Administrator will schedule the services listed below with the Contractor on an as needed basis. The Facility Administrator will instruct the Contractor on the total square footage to clean per service.

- Hard surface floor scrub and recoat
- Hard surface floor strip and wax
- Carpet shampoo and extraction

Attachment Two (continued)

Labor & Workforce Development
942 W. Poplar Suite 10
Collierville, TN 38017

Approximate Facility Specifications:

Approximate Cleaning Square Footage Building	4,495
Public Area and Restroom Area Cleaning Square Footage	1,495
Office Area Cleaning Square Footage	3,000
Number of Restrooms	3
Approximate Square Footage Carpeted Area	2,750
Approximate Square Footage of Hard Surface Flooring	1,745
Number of Floors	1

Required Services:

- Night Service: Monday – Friday (excluding State holidays) – 4:30 p.m. – 6:30 p.m.
- Weekly Services
- Monthly Services

Special Instructions:

The Facility Administrator will schedule the services listed below with the Contractor on an as needed basis. The Facility Administrator will instruct the Contractor on the total square footage to clean per service.

- Hard surface floor scrub and recoat
- Hard surface floor strip and wax
- Carpet shampoo and extraction

Attachment Two (continued)

THDA
126 Pleasant Ave. W.
Covington, TN 38019

Approximate Facility Specifications:

Approximate Cleaning Square Footage Building	3,900
Public Area and Restroom Area Cleaning Square Footage	800
Office Area Cleaning Square Footage	3,100
Number of Restrooms	2
Approximate Square Footage Carpeted Area	3,000
Approximate Square Footage of Hard Surface Flooring	900
Number of Floors	1

Required Services:

- Night Service: Monday – Friday (excluding State holidays) – 4:30 p.m. – 6:30 p.m.
- Weekly Services
- Monthly Services

Special Instructions:

The Facility Administrator will schedule the services listed below with the Contractor on an as needed basis. The Facility Administrator will instruct the Contractor on the total square footage to clean per service.

- Hard surface floor scrub and recoat
- Hard surface floor strip and wax
- Carpet shampoo and extraction

Attachment Two (continued)

Human Services
724 E. Highway 51 N.
Covington, TN 38019

Approximate Facility Specifications:

Approximate Cleaning Square Footage Building	7,381
Public Area and Restroom Area Cleaning Square Footage	2,181
Office Area Cleaning Square Footage	5,200
Number of Restrooms	5
Approximate Square Footage Carpeted Area	6,381
Approximate Square Footage of Hard Surface Flooring	1,000
Number of Floors	1

Required Services:

- Night Service: Monday – Friday (excluding State holidays) – 4:30 p.m. – 6:30 p.m.
- Weekly Services
- Monthly Services

Special Instructions:

The Facility Administrator will schedule the services listed below with the Contractor on an as needed basis. The Facility Administrator will instruct the Contractor on the total square footage to clean per service.

- Hard surface floor scrub and recoat
- Hard surface floor strip and wax
- Carpet shampoo and extraction

Attachment Two (continued)

Dept of Safety – Driver License’s Office
6075 Winchester Rd.
Memphis, TN 38103

Approximate Facility Specifications:

Approximate Cleaning Square Footage Building	800
Public Area and Restroom Area Cleaning Square Footage	650
Office Area Cleaning Square Footage	150
Number of Restrooms	1
Approximate Square Footage Carpeted Area	700
Approximate Square Footage of Hard Surface Flooring	100
Number of Floors	1

Required Services:

- (1) Custodial Service Porter: Monday, Wednesday & Friday (excluding State holidays) – 1:00 p.m. – 3:00 p.m.

Special Instructions:

The Facility Administrator will schedule the services listed below with the Contractor on an as needed basis. The Facility Administrator will instruct the Contractor on the total square footage to clean per service.

- Hard surface floor scrub and recoat
- Hard surface floor strip and wax
- Carpet shampoo and extraction

Attachment Two
(continued)

*****This building will not be included in the initial contract start date, but is anticipated to be added on or after March 1, 2012*****

Human Services &
Labor & Workforce
3360 S. Third Street
Memphis, TN 38109

Approximate Facility Specifications:

Approximate Cleaning Square Footage Building	43,967
Public Area and Restroom Area Cleaning Square Footage	9,000
Office Area Cleaning Square Footage	34,967
Population of Building	200
Number of Restrooms	6
Approximate Square Footage Carpeted Area	3,000
Approximate Square Footage of Hard Surface Flooring	40,967
Number of Floors	1

Required Services:

- (1) Custodial Service Porters: Monday – Friday (excluding State holidays) – 8:00 a.m. – 4:30 p.m. (excluding lunch).
- Night Service: Monday – Friday (excluding State holidays) – 4:30 p.m. – 7:30 p.m.
- Weekly Services
- Monthly Services

Special Instructions:

The Facility Administrator will schedule the services listed below with the Contractor on an as needed basis. The Facility Administrator will instruct the Contractor on the total square footage to clean per service.

- Hard surface floor scrub and recoat
- Hard surface floor strip and wax
- Carpet shampoo and extraction

Attachment Three

PERFORMANCE LOG

Date: _____

DAILY REQUIREMENTS				
	<u>Excellent</u>	<u>Fair</u>	<u>Unacceptable</u>	<u>Critical</u>
Emptying waste receptacles				
Clean door glass				
Clean and shine				
Break room				
Outside servicing				
Floors				
Dusting				
Stairwells				
Elevators				
Loading Docks				
Restrooms				

Comments:

Facility Administrator or State Authorized Signature: _____

Date: _____

Attachment Four

SAMPLE LETTER OF DIVERSITY COMMITMENT

(Company Letterhead/Logo)

(Address)

(Date)

(Salutation),

(Company Name) is committed to achieving or surpassing a goal of (numeral) percent spend with certified diversity business enterprise firms on State of Tennessee contract # (Edison document #). Diversity businesses are defined as those that are owned by minority, women, small business and service-disabled veterans which are certified by the Governor's Office of Diversity Business Enterprise (Go-DBE).

We confirm our commitment of (percentage) participation on the (Contract) by using the following diversity businesses:

- (i) Name and ownership characteristics (i.e., ethnicity, sex, disability) of anticipated diversity subcontractors and suppliers: _____
- (ii) Participation estimates (expressed as a percent of the total contract value to be dedicated to diversity subcontractors and suppliers): _____%.
- (iii) Description of anticipated services to be performed by diversity subcontractors and suppliers:

We accept that our commitment to diversity advances the State's efforts to expand opportunity of diversity businesses to do business with the State as contractors and sub-contractors.

Further, we commit to:

1. Using applicable reporting tools that allow the State to track and report purchases from business owned by minority, women, service-disabled veterans and small business.
2. Reporting quarterly to the Go-DBE office the dollars spent with certified diversity businesses owned by minority, women, service-disabled veterans and small business accomplished under contract # (Edison number).

(Company Name) is committed to working with the Go-DBE office to accomplish this goal.

Regards,

(Company authority – signature and title)