REQUEST FOR PROPOSALS
FOR
FACILITIES MANAGEMENT SERVICES

RFP # 32110-17103

RFP CONTENTS

SECTIONS:
1. INTRODUCTION
2. RFP SCHEDULE OF EVENTS
3. RESPONSE REQUIREMENTS
4. GENERAL CONTRACTING INFORMATION & REQUIREMENTS
5. EVALUATION & CONTRACT AWARD

ATTACHMENTS:
6.1. Response Statement of Certifications & Assurances
6.2. Technical Response & Evaluation Guide
   - Section A: Mandatory Requirements
   - Section B: General Qualifications & Experience
   - Section C: Technical Qualifications, Experience & Approach
   - Section D: Qualitative Pricing Framework
   - Section E: Oral Presentation
6.3. Cost Proposal & Scoring Guide
6.4. Score Summary Matrix
6.5. Statement of Intent
6.6. Guardrails
6.7. Desired Outcomes and Requirements Roadmap
6.8. Governance Role Descriptions
6.9. Site Visit Agenda
6.10. Pro Forma Contract
• Contract Attachment A: Attestation Form
• Contract Attachment B: Sample Letter of Diversity Commitment
• Contract Attachment C: Statement of Intent
• Contract Attachment D: Requirements Roadmap
• Contract Attachment E: Performance Management
• Contract Attachment F: Pricing Schedule and Methodology
• Contract Attachment G: Guardrails
• Contract Attachment H: Relationship Management
• Contract Attachment I: Transformation Management
• Contract Attachment J: Exit Management
• Contract Attachment K: Special Concerns And External Requirements
• Contract Attachment L: State Intended Governance Resources
• Contract Attachment M: Stream Data Standards
• Contract Attachment N: Draft Participating Addendum
  o PA Exhibit 1: Authorized Entity Budget and Pricing
  o PA Exhibit 2: Requirements Roadmap
  o PA Exhibit 3: Transition Acknowledgement Agreement
• Contract Attachment O: Tuition Benefit Summary
• Contract Attachment P: Payment Bond Template
INTRODUCTION

The State of Tennessee, Department of General Services, Central Procurement Office, hereinafter referred to as “the State,” has issued this Request for Proposals (RFP) to all Qualified Respondents selected from Request for Qualifications (RFQ) #32110-16200 (in accordance with the Collaborative Value Development process (“CVD Process”) as described in Policy Number 2013-002, Procurement Methods Policy and Procedures of the Central Procurement Office) in order to define minimum contract requirements; solicit responses; detail response requirements; and, outline the State’s process for evaluating responses and selecting a contractor to provide Facilities Management Services (“FM Services”).

Through this RFP, the State seeks to procure necessary goods or services at the most favorable, competitive prices and to give ALL qualified businesses, including those that are owned by minorities, women, Tennessee service-disabled veterans, and small business enterprises, an opportunity to do business with the state as contractors, subcontractors or suppliers.

1.1. Statement of Procurement Purpose

In support of the State of Tennessee’s efforts to improve services and lower taxpayer costs in its real estate operations, the State is exploring whether awarding a contract to an FM Services provider will provide improved care and maintenance of State facilities at a lower cost to taxpayers.

The State has elected to utilize a procurement process that includes CVD Workshops that allowed the State to work collaboratively with Qualified Respondents (“QRs”) to understand industry best practices and develop creative and innovative solutions that ensure quality and a results-focused outcome for Tennessee citizens. This CVD process is a performance contracting best practice utilized in public and private sector procurements. One of the many advantages includes a focus on shared risk and shared reward with the goal of procuring a contract that represents a best value to the State, and provides accountability provisions to the vendor. This collaborative process increases understanding of the best practices for implementation across a portfolio as wide and diverse as the State of Tennessee’s. Moreover, it was an opportunity for the State to engage service provider experts directly in order for the State to procure services on the basis of the outputs and outcomes that best meet the State’s needs.

If the State determines that contracting with a professional FM Services provider will achieve the State’s goal of increasing services at lower costs to the State, the State intends to award a statewide contract to an FM Services provider. The contract awarded could then be used by the various Authorized Entities (“Authorized Entities”) if the contract meets their needs for managing their facilities, by signing a Participating Addendum (“PA”). A draft Participating Addendum template can be found in RFP Attachment 6.10, Contract Attachment N.

The key phases in this procurement process are as follows:

- Request for Information (“RFI”)
- Request for Qualifications (“RFQ”)
- CVD Workshops
- Request for Proposals (“RFP”)

The welfare of current facilities management employees is a top priority for this exploration. Any contract with a FM Services provider will include strict language requiring that the FM Services provider will employ all current FM Services state employees who execute a transition acknowledgement agreement and who successfully pass all applicable background checks, verification of work authorization, and drug testing of the potential vendor at a Total Equitable Compensation level mutually agreed upon by the vendor and the Authorized Entity, but in no event less than the State employee’s current total compensation. In addition, the contract will include strict language prohibiting the FM Services provider from initiating any reduction in force at any time during the term of the contract. No current qualified and productive facilities management employees will be unemployed as a result of an award of a contract to a FM Services provider. The State will give important consideration in the award of a contract to a
Respondent’s proposed transition of the current FM Services as indicated in RFP Attachment 6.2., Section C.16.

No final commitment to award a contract to a FM Services provider to service State facilities will be made until the conclusion of the entire procurement exploration process. The final decision to utilize a FM Services provider contract will reside with individual departments, agencies, and institutions of the State.

The estimated volume of a Contract resulting from this RFP would be dependent on the square footage of the Authorized Entities that sign a PA to utilize the Contract, which is unknown at this time.

1.2. **State Overview**

The State operates in a large portfolio of locations operating in unique, diverse and disparate ways. There are over sixty business units, with over eighty million square feet, spanning the entire State who may be eligible to utilize a Contract resulting from this RFP. While there are many commonalities in service delivery, there are important, as well as nuanced differences in how each of the Authorized Entities operates that must not be ignored. The objective of this FM Services Initiative is to enhance the capability of the Authorized Entities to systemically improve FM Services operations across the State’s portfolio.

1.3. **Scope of the Opportunity**

This RFP is intended to encompass the In-Scope Services and the Potential In-Scope Services (See Pro Forma Contract, Section A.1.a for definitions of these terms) for related work associated with grounds maintenance, custodial services, and maintenance & repair services that are functionally connected to the definition of FM Services, including new or innovative services not known or used today. The State is interested in modern, innovative and realistic Solutions that set clear roadmaps over the initial term of the Contract for achieving the State’s Desired Outcomes. The State expects that the Respondents will utilize their expertise, optimization, and innovation in the Solution for these FM Services.

1.4. **Contractual Components of the Solution**

The framework for the CVD process derives from the Vested® Method – a well-tested performance based procurement methodology with a focus on development of a contract that is results-based, ensuring quality and cost assurance provisions on behalf of citizens.

This RFP and any contract resulting from this RFP will be aligned to this Vested® Method by incorporating the 10 Contractual Elements as depicted in Figure 1 below.

![Figure 1 – Vested® Agreement Structure](image-url)
More information about the Vested® Method can be found at the following links:

- http://www.vestedway.com/

1.5. Ten Elements of Vested®

The State has chosen to adopt an outcome-based approach for contracting with the Contractor. A contract that results from this RFP and utilizes an outcome-based approach should create a long term, mutually beneficial relationship based on shared and aligned interests between the Contractor and the Authorized Entities to achieve the Desired Outcomes.

The Contractor will be expected to manage the FM Services within an outcome-based contractual framework, ensuring the jointly developed Desired Outcomes, Objectives and Performance Standards are consistently met over the term of the Contract.

The State has outlined the following Desired Outcomes and Objectives that will be the focus of the outcome-based approach (RFP Attachment 6.7). These Desired Outcomes may be further refined in the Contract with the Awarded Contractor.

Respondents should note that the Desired Outcomes will remain consistent over the course of the Contract, but the Objectives, Performance Standards and Performance Measures are not expected to remain static over the Term of the Contract. A mutually defined governance structure will be used to enable changes to these elements due to the dynamic and evolving needs of the Authorized Entities that Onboard under the Contract.

Respondent Solutions should address how the Respondent will demonstrate the capability and commitment for delivering an outcome-based approach across each of the 10 Vested® Elements.

Respondent Solutions should be tailored to meet the State’s Vision and Desired Outcomes. It is imperative the Solution be scalable – enabling Onboarding of the various Authorized Entities.

It is the intent of the State to leverage the Awarded Contractor’s capabilities and commitment to meet the State’s unique and varied needs. As such, the Solution should also uniquely fit into the methods, approach and processes of the Awarded Contractor while still conforming to State’s legislative and applicable policies required by the State and the various Authorized Entities customer centric needs.

Each of these Elements is addressed in RFP Attachment 6.2, Section C, except for Element 6, which is addressed in RFP Attachment 6.2, Section D.

1.5.1. Element 1 – Business Model.

The State desires an outcome-based business model. An outcome-based model ties supplier payment to mutually agreed boundary-spanning business outcomes. To achieve these business outcomes, a buyer and supplier must work together in a highly integrated fashion. There is shared risk and shared reward.

1.5.2. Element 2 – Statement of Intent.

The State recognizes the scale and complexity of the Awarded Contractor’s Solution will require flexibility to meet the diverse and dynamic needs of the various Authorized Entities. For this reason, the State has developed an initial Statement of Intent that is meant to guide the State and the Awarded Contractor as they navigate success over the life of the Contract. The Statement of Intent includes three components: a formal Vision Statement, Guiding Principles, and Statement of Intended Behaviors.

The State’s initial Statement of Intent is provided in RFP Attachment 6.5. Respondents should use the Statement of Intent to guide their efforts as Respondents develop their Solution. The State intends to incorporate the Statement of Intent into the Contract, with the purpose of keeping the relationship focused on the Desired Outcomes the State hopes to achieve.
A formal and final Statement of Intent will be developed between the State and the Awarded Contractor as part of contract negotiations.

1.5.3. **Elements 3-5 – Desired Outcomes, Statements of Objective, and Performance Management.**

1.5.3.1. *Requirements Roadmap*

The State has identified five (5) Desired Outcomes and has created a working Requirements Roadmap that links specific Objectives (Statements of Objective) and Performance Standards to each Desired Outcome (See RFP Attachment 6.7). The final Requirements Roadmap will be developed between the State and the Awarded Contractor as part of contract negotiations, as applicable to an individual facility or PA. As outlined in the preamble to Section 1.5, portions of the Requirements Roadmap may vary across Authorized Entities.

1.5.3.2. *Performance Management*

Tracking performance against the Requirements Roadmap will be essential to success of the State and the Awarded Contractor. The final decision on which metrics will be used in the Contract will be determined by agreement between the State and the Awarded Contractor during contract negotiations. As outlined in the preamble to Section 1.5, portions of the Requirements Roadmap may vary across Authorized Entities.

1.5.4. **Element 6 – Pricing Model.**

The State is looking to the Respondents to demonstrate their commitment to an outcome-based Pricing Model that will help achieve the Shared Vision and Desired Outcomes.

The State desires a Pricing Model that meets the following objectives:

1.5.4.1. Demonstrates value for money with a “win-win” mindset by fairly compensating the Awarded Contractor to achieve the State’s Desired Outcomes and Statements of Objective, incorporating strong alignment between the Awarded Contractor’s management fee and performance incentives to the State’s Desired Outcomes. The Pricing Model should be designed to achieve the optimum balance between the Statements of Objective and the cost to achieve those Objectives.

1.5.4.2. Enables cost containment within individual Authorized Entity annual budgets. The expectation is that the proposed Pricing Model will also facilitate needed changes in delivery processes with minimal need for invoking formal change requests to the Contract.

1.5.4.3. Provides flexibility by allowing the various Authorized Entities to utilize the specific FM Services that they feel best benefit their entity. The Pricing Model should also enable temporary and permanent changes to the scope of Base Services and Other Services.

1.5.4.4. Delivers scalability, allowing for increasing value as the number of Authorized Entities Onboarding to the Contract increases.

1.5.4.5. Enables a high degree of transparency, with the goal to drive collaboration and cooperation between the Authorized Entities and the Awarded Contractor. As such, Respondents are required to propose a Pricing Model that provides financial and operational transparency to the Authorized Entities. The transparency requirement includes rights for the State to audit the Awarded Contractor for accuracy of their costs. The transparency requirement is specific to the FM Services scope of work and does not extend beyond the scope defined in the Contract (for example, Awarded Contractor corporate finance).
Note that the State reserves the right to reject or not incorporate any of the proposed incentives into the final Pro Forma Contract that results from this RFP.

The Respondent’s Pricing Model (proposed in response to RFP Attachment 6.2, Section D) will be evaluated both qualitatively and quantitatively as outlined in Section 5.1 of this RFP.

In RFP Attachment 6.3, the State has provided the Current Operating Cost Baseline for each of the Authorized Entity sites that are being visited as outlined in RFP Section 1.13. The State is asking for the Year 1 Cost Operations Budget, defined as all of operations costs plus overhead and profit, given the State provided assumptions. The Year 1 Cost Operations Budget provided for each of the six sites must be held firm for three hundred and sixty five (365) calendar days, should that Authorized Entity choose to sign a PA and utilize a Contract resulting from this RFP. This requirement is further outlined in Pro Forma Contract, Section C.3. Solution shall also outline proposed shared risk and reward incentives, as well as the process to jointly construct Cost Operations Budgets over the life of the contract – this will be discussed further in the Section 1.5.5.

1.5.5. **Element 7 – Relationship Management Framework and Mechanisms.**

An outcome-based framework requires a highly collaborative and proactive governance structure that should enable the State and the Awarded Contractor to deliver against outcomes, facilitating business transformation and continual service delivery innovation as opportunities for efficiencies arise.

A key component of this structure incorporates the Pricing Model into the Governance process in order to develop mutually agreed annual operating budgets for Authorized Entities that address the cost targets and service levels for each entity over the life of the contract.

The State is committed to providing State resources for the roles outlined in RFP Attachment 6.8 to jointly govern the Contract. It is the State’s expectation that the Awarded Contractor will provide appropriately aligned resources.

1.5.6. **Element 8 – Transformation Management.**

Achieving the State’s Vision Statement and Desired Outcomes will require significant effort and change management skills on the part of the Awarded Contractor. It will also require the Awarded Contractor to have an innovative spirit and proven approaches for managing large scale transformation efforts.

The State sees five key components as part of the transformation of FM Services to the State. These include:

1.5.6.1. **Onboarding:** Successfully managing the Onboarding process as Authorized Entities onboard to the Contract. This includes both working with Authorized Entities to educate them on the value proposition of using the Contract, as well as developing a customer centric solution and a value proposition that the Authorized Entity can use to make the decision on whether they will elect to utilize the Contract.

1.5.6.2. **Physical Transitioning:** Successfully managing all physical aspects of moving the selected Scope of Services from Authorized Entities that elect to utilize the Contract to the Awarded Contractor. This includes:

   1.5.6.2.1. **Transitioned Employees** that will be impacted by the decision of an Authorized Entity Onboarding under the Contract.

   1.5.6.2.2. **Existing Contracts or Subcontracts** that are currently being used by an agency for associated FM Services (e.g. if an agency uses a subcontractor for elevator maintenance) the Awarded Contractor shall be able to determine if they would like to use the existing contract or not.
1.5.6.3. **Continuous Improvement**: Creating a continuous improvement program to identify and implement operational continuous improvement efforts to meet the States Desired Outcomes and Objectives.

1.5.6.4. **Transformation Management**: Successfully identifying and managing larger scale transformation or innovation geared to achieve the States Desired Outcomes and Objectives. This includes implementing any Awarded Contractor owned technology that enables the Awarded Contractor to achieve the Desired Outcomes.

1.5.6.5. **Contractual Change Management**: It is the hope of the State that the Awarded Contractor’s Solution will be flexible enough to accommodate minor changes in the Contract. However, due to the long term nature of the contract and diverse needs of the various Authorized Entities, it is highly likely that there will be a need to make changes to the Contract from time to time. Respondent Solutions should address their proposed plan for how Respondents will identify contractual changes for the State’s approval.

1.5.7. **Element 9 – Risk Management and Exit Management Plan**.

The long-term nature of this Contract poses risk to both the State and the Awarded Contractor. It is important that both the State and the Awarded Contractor work together to identify and mitigate risks, as well as develop an Exit Management Plan in the event that the State as a whole or an individual Authorized Entity does not want the Awarded Contractor to continue to provide services prior to the end of the Contract.

1.5.7.1. **Risk Management**

The State requests for Respondents to identify the most significant risks associated with this project and their plan to mitigate these risks.

1.5.7.2. **Exit Management**

The State requests for Respondents to outline an Exit Management Plan that addresses the following components:

1.5.7.2.1. Structure of the Respondent’s proposed exit transition team, including the personnel roles responsible for planning, managing, and implementing the services transfer.

1.5.7.2.2. Requirements for how the parties handle personnel and resources during the transition/transfer procedures.

1.5.7.2.3. High-level desired timelines for the activities related to exiting the agreement, including notice periods, transition periods, and final payment periods.

1.5.7.2.4. High-level communication protocol/plan for external customers and stakeholders.

1.5.7.2.5. Provision for doing a joint risk assessment and mitigation planning as part of the termination and off-ramp.

1.5.8. **Element 10 – Special Concerns and External Requirements**.

The State has several special concerns and external requirements that must be factored into the proposed Solution. Any information the State is seeking around these special concerns and requirements can be found in RFP Attachment 6.2, Section C.22-C.24.

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

The RFP Attachment 6.10., *Pro Forma* Contract details the State’s requirements:

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

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

1.7. 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, creed, 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.

1.8. RFP Communications

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

RFP # 32110-17103

1.8.2. 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.

1.8.2.1. Prospective Respondents must direct communications concerning this RFP to the following person designated as the Solicitation Coordinator:

Trey Norris
Department of General Services
WRS Tennessee Tower, 3rd Floor
312 Rosa L. Parks Ave., Nashville, TN 37243
trey.norris@tn.gov
Telephone # 615-741-7148
FAX # 615-741-0684

1.8.2.2. Notwithstanding the foregoing, Prospective Respondents may alternatively contact:

1.8.2.2.1. staff of the Governor’s Office of Diversity Business Enterprise for assistance available to minority-owned, woman-owned, Tennessee service-disabled veteran owned, and small businesses as well as general, public information relating to this RFP (visit http://www.tn.gov/generalservices/article/godbe-general-contacts for contact information); and

1.8.2.2.2. 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:

Richard VanNorman, Diversity Business Liaison
Central Procurement Office
3rd Floor, William R Snodgrass, Tennessee Tower
312 Rosa L. Parks Avenue
Nashville, TN 37243-1102
Telephone # 615-253-4654
FAX # 615-741-0684

RFP #32110-17103
page 9
1.8.3. Only the State’s official, written responses and communications with Respondents are binding with regard to this RFP. Oral communications between a State official and one or more Respondents are unofficial and non-binding.

1.8.4. Potential Respondents must ensure that the State receives all written questions and comments, including questions and requests for clarification, no later than the appropriate Written Questions & Comments Deadline detailed in the RFP Section 2, Schedule of Events.

1.8.5. Respondents must assume the risk of the method of dispatching any communication or response to the State. The State assumes no responsibility for delays or delivery failures resulting from the Respondent’s method of dispatch. Actual or digital “postmarking” of a communication or response to the State by a specified deadline is not a substitute for the State’s actual receipt of a communication or response.

1.8.6. The State will convey all official responses and communications related to this RFP to the prospective Respondents from whom the State has received a Notice of Intent to Respond (refer to RFP Section 1.11).

1.8.7. 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. For internet posting, please refer to the following website: http://tn.gov/generalservices/article/request-for-proposals-rfp-opportunities.

1.8.8. The State reserves the right to determine, at its sole discretion, the appropriateness and adequacy of responses to written comments, questions, and requests related to this RFP. The State’s official, written responses will constitute an amendment of this RFP.

1.8.9. 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 the Respondent’s obligation to independently verify any data or information provided by the State. The State expressly disclaims the accuracy or adequacy of any information or data that it provides to prospective Respondents.

All statistical or fiscal data or information provided by the State in conjunction with this RFP, whether by way of exhibits, amendments or modifications to this RFP, are provided by the State “as is.” The State expressly disclaims any warranty as to the accuracy or the adequacy of any statistical or fiscal data that it provides to Respondents. A Respondent’s reliance upon the accuracy or adequacy of such data shall not be the basis of relief from contract performance or recovery of actual, consequential or punitive damages from the State.

1.9. **Assistance to Respondents With a Handicap or Disability**

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

1.10. **Respondent Required Review & Waiver of Objections**

1.10.1. Each prospective Respondent must carefully review this RFP, including but not limited to, attachments, the RFP Attachment 6.10., *Pro Forma* Contract, and any amendments, for
questions, comments, defects, objections, or any other matter requiring clarification or correction (collectively called “questions and comments”).

1.10.2. Any prospective Respondent having questions and comments concerning this RFP must provide them in writing to the State no later than the appropriate Written Questions & Comments Deadline detailed in the RFP Section 2, Schedule of Events.

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

1.11. **Notice of Intent to Respond**

Before the Notice of Intent to Respond Deadline detailed in the RFP Section 2, Schedule of Events, prospective Respondents should submit to the Solicitation Coordinator a Notice of Intent to Respond (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 Respond creates no obligation and is not a prerequisite for submitting a response, however, it is necessary to ensure receipt of any RFP amendments or other notices and communications relating to this RFP.

1.12. **Response Deadline**

A Respondent must ensure that the State receives a response no later than the response Deadline time and date detailed in the RFP Section 2, Schedule of Events. A response must respond, as required, to this RFP (including its attachments) as may be amended. The State will not accept late responses, and a Respondent’s failure to submit a response before the deadline will result in disqualification of the response. It is the responsibility of the Respondent to ascertain any additional security requirements with respect to packaging and delivery to the State of Tennessee. Respondents should be mindful of any potential delays due to security screening procedures, weather, or other filing delays whether foreseeable or unforeseeable.

1.13. **Site Visits**

The State will be conducting site visits at select State agencies and campuses. It is mandatory that each Respondent fully attend and participate in these site visits in order to evaluate the agency/campus. More information about these site visits can be found in RFP Attachment 6.9. Access to the site(s) will only be granted to the Respondent on the following terms:

1.13.1. Site-specific information relevant to these visits such as times, dates, and any other special requirements will be provided by the Solicitation Coordinator, in writing to all Respondents, prior to the beginning of the visit, in accordance with RFP Attachment 6.9.

1.13.2. Each Respondent will be limited to no more than six (6) attendees at each site visit, unless otherwise specified by the Solicitation Coordinator as outlined in Section 1.13.1 above.

1.13.3. **Signing In.** The Respondent will be required to sign in at each of the sites visited. Each individual representing the Respondent must bring proof of identity at the time of signing in at the relevant site. By signing in, the Respondent agrees to adhere to this Section 1.13 and any subsections.

1.13.4. **Photographs and Other Reproduction Media.** The State reserves the right to prohibit photographic and other media or electronic reproduction of any portions of the site(s). If the
Respondent wishes to obtain photographs of the site(s), it must first obtain permission from the personnel supervising the site visit(s). The Respondent acknowledges that if this requirement is breached, the supervising personnel may ask the both the Respondent and its representatives to immediately leave the site(s) and the State will have the option to reject any Response submitted by that Respondent. If any photographs are taken, Respondent must ensure that no personnel, students, inmates, etc. are included. Any photographs taken are solely for the use of the Respondent, in relation to this RFP.

1.13.5. **Safety Protocols**. The Respondent must comply with any safety rules and regulations applicable to the site(s) as directed by the State.

1.13.6. **Waiver of Liability**. The State shall have no liability related to these site visits. In no event will the State be liable to the Respondent or any other party for any lost revenues, lost profits, loss of business, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise as a result of or in connection with the site visit(s).

1.13.7. **Indemnity for Site Visits**. The Respondent 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 out of or in connection with the site visits.

1.13.8. These will be joint site visits where all Respondents attend together and receive the same information. Site visits may be required to break out into smaller groups. In this case, each Respondent will have equal representation. Respondents will jointly attend both daily “kick-off” and “wrap-up” meetings with applicable management personnel during each site visit. Respondents will be able to ask any questions or seek clarifications regarding the site visit during these meetings. These meetings are also an opportunity for the Respondents to ensure they are aligned with any perceived discrepancies noticed during the visits (such as service levels). A representative, approved by the CPO, will be present at each of these meetings to ensure the integrity of the procurement process and to record any questions asked and answers given. Note that answers to any questions are not official unless answered in writing as part of the Questions and Comments Periods outlined in RFP Section 2, Schedule of Events.

1.14. **Pricing Assumptions**

Any assumptions or redlines (such as disposition of equipment) that affects the Pricing Model submitted in response to RFP Attachment 6.2, Section D, Qualitative Pricing Model must be submitted to the State by the Written “Questions & Comments” Round #2 Deadline listed in RFP Section 2, Schedule of Events. Specifically identify the cost impact these assumptions have on the Pricing Model component of the Respondent’s Solution. Itemize the cost additions or cost savings associations with any assumptions or changes outlined, in order to demonstrate the value of the change or assumption to the State.
### Definitions and Abbreviations

<table>
<thead>
<tr>
<th>TERM</th>
<th>DEFINITION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Authorized Entity</td>
<td>Authorized Entities include the following: state agencies; state governmental entities including the legislative branch, the judicial branch, the board of trustees of the University of Tennessee system, the Tennessee board of regents system, and the state university boards; local governmental units within the State of Tennessee; any private nonprofit institution of higher education chartered in this state; and, any corporation which is exempted from taxation under 26 U.S.C. § 501(c) (3), as amended, and that contracts with the Department of Mental Health and Substance Abuse Services to provide services or support to the public (Tenn. Code Ann. § 33-2-1001).</td>
</tr>
<tr>
<td>Base Services</td>
<td>Component of the pricing model that outlines how the Respondent will be reimbursed for performing “base” activities. These activities are generally repetitive in nature and can be planned/budgeted for during an Authorized Entity’s annual budget cycle. It is the State’s desire that any additional fees (management fee, overheads, technology fees, profit, etc.) also be transparent for all elements and allow for flexibility and scalability.</td>
</tr>
<tr>
<td>Contract</td>
<td>A Statewide Contract that will be established as a result of this RFP between the CPO and the Contractor that would be considered the Master Agreement governing any Participating Addendums signed by Authorized Entities in order to utilize the FM Services provided by the Contractor.</td>
</tr>
<tr>
<td>Contractor</td>
<td>The Respondent that is awarded the Contract.</td>
</tr>
<tr>
<td>CPO</td>
<td>Central Procurement Office, Department of General Services</td>
</tr>
<tr>
<td>Current Operating Cost Baseline</td>
<td>Total current operating cost for providing the in scope services. Includes all salaries, benefits, overheads, material and equipment costs, and all loading factors applied by the Authorized Entity.</td>
</tr>
<tr>
<td>CVD Process</td>
<td>Collaborative Value Development process means an interactive technique between the State and Qualified Respondents within the Competitive Range, as defined in the RFQ. The purpose of the CVD process is to utilize the expertise and knowledge of the Qualified Respondents to develop a Solicitation that will award a contract to the Qualified Respondent that receives the highest evaluated final score. This process can be found as set forth in Policy 2013-002, Central Procurement Office Procurement Methods Policy and Procedures, Section 19.11.</td>
</tr>
<tr>
<td>CVD Workshops</td>
<td>CVD event for Qualified Respondents outlined in the Schedule of Events. Detailed in Section 5.5 of RFQ #32110-16200.</td>
</tr>
<tr>
<td>Desired Outcomes</td>
<td>The State’s business goals for the FM Services project. Desired Outcomes are expressed in a limited set of high level objectives and metrics with explicit definitions for how success is measured and incented in a mutually beneficial long term relationship. An Element of Vested®.</td>
</tr>
<tr>
<td>Elements of Vested®</td>
<td>The schedules and exhibits that make up a Vested® contract and is further described in Section 1.5 of this RFP.</td>
</tr>
<tr>
<td>FM Services</td>
<td>Facilities Management Services that will be delivered by the Contractor to the Authorized Entities who sign a PA over the Term of the Contract.</td>
</tr>
<tr>
<td>Term</td>
<td>Definition</td>
</tr>
<tr>
<td>---------------------</td>
<td>-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Governance Fee</td>
<td>Component of the pricing model that outlines a scalable fee to be associated with managing the overall Contract. The Governance Fee should be tailored to the Respondent’s Governance Plan that will be part of the Respondent’s Solution (RFP Attachment 6.2, Section C.12-C.13).</td>
</tr>
<tr>
<td>Guardrail</td>
<td>An agreed boundary, legal or other requirement, or structured parameter that each are predetermined conditions to executing the Contract.</td>
</tr>
<tr>
<td>Guiding Principles</td>
<td>State how the parties will act and how they will behave in relation to one another when establishing and living in the relationship.</td>
</tr>
<tr>
<td>In-Scope Services</td>
<td>The Services for the FM Services initiative as outlined in Section 1.3 of this RFP, which will be the subject of the Contract.</td>
</tr>
<tr>
<td>KPI</td>
<td>Key Performance Indicators means the metrics used to measure or evaluate performance which, in the context of this RFP, refers to the factors that are crucial to the successful delivery of FM Services that best meet the requirements and changing needs of the Authorized Entities. KPIs within the FM Services initiative will be aligned with the draft Desired Outcomes and Objectives described in this RFP and which will be further refined during the RFP Process.</td>
</tr>
<tr>
<td>LGI</td>
<td>Locally Governed Institutions. The six universities that were separated from TBR as a result of the Focus on College and University Success (FOCUS) Act: Austin Peay State University, East Tennessee State University, Middle Tennessee State University, Tennessee State University, Tennessee Tech University, and the University of Memphis.</td>
</tr>
<tr>
<td>Movable Equipment</td>
<td>Equipment that is utilized to perform or provide FM services, but is not specifically used in building operations of a single building or structure.</td>
</tr>
<tr>
<td>Objective</td>
<td>A specific result that a person or system aims to achieve within a time frame and with available resources.</td>
</tr>
</tbody>
</table>
| Onboard or Onboarding | The process by which the Authorized Entities can consume Potential In-Scope Services and the mechanism to allow other state entities to utilize In-Scope and Potential In-Scope Services over the term of the Contract and is more particularly described in Section 1.5.6.1 of this RFP; Onboarding includes three distinct components:  
  a) Awareness/Value Proposition – where the Awarded Contractor works with Authorized Entities to help them make the decision if they would like to utilize the Contract. This includes determining the customer centric Solution that each Authorized Entity desires.  
  b) Participating Addendum – where the Authorized Entity and the Awarded Contractor work with the State to develop an addendum to the Contract to define the services they wish to utilize and to allow them to do business under the Contract.  
  c) Physical Transition – including transferring over associated Scope of Services and Transition Employees to the Awarded Contractor.                                                                                                                             |
<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Other Services</strong></td>
<td>Component of the pricing model that outlines services defined as scope of work where there may be a need that is unplanned and unanticipated – but cannot be avoided. The Pricing Model should include the Respondent's approach for addressing how they will handle pricing these Other Services when the need arises.</td>
</tr>
<tr>
<td><strong>PA</strong></td>
<td>Participating Addendum. A written statement of agreement signed by the Contractor and an Authorized Entity that clarifies the operation of this Contract for the Authorized Entity. A Participating Addendum evidences the Entity's willingness to purchase and the Contractor's willingness to provide services under the terms and conditions of this Contract with any and all exceptions noted and agreed upon.</td>
</tr>
<tr>
<td><strong>Performance Measures</strong></td>
<td>The operational and financial KPIs will be used to determine payments and other incentives associated with the Performance Fee. Performance Measures are expected to be aligned and measure the degree to which the Authorized Entities are achieving their Desired Outcomes in the receipt of Services provided by the Awarded Contractor.</td>
</tr>
<tr>
<td><strong>Performance Standards</strong></td>
<td>Established measures of success which support and are aligned to the Objectives</td>
</tr>
<tr>
<td><strong>Potential In-Scope Services</strong></td>
<td>The Services which the Authorized Entities may give the Awarded Contractor the opportunity to provide, that are additional to the In-Scope Services, and where such services are reasonably connected to the definition of FM Services used in this RFP</td>
</tr>
<tr>
<td><strong>Preventative Maintenance</strong></td>
<td>The servicing of real or personal property for the purpose of maintaining it in optimal working condition, while still functional to prevent failure or defect.</td>
</tr>
<tr>
<td><strong>Pricing Model</strong></td>
<td>The FM Services related costs which include the total fiscal year costs associated with: the Base Services amount; the Management Fee amount; the Performance Incentives amount; and the Transformation component</td>
</tr>
<tr>
<td><strong>Qualified Respondents</strong></td>
<td>Qualified Respondents are the potential Respondents to this RFP that fell into the Competitive Range of RFQ #32110-16200 for Facilities Management Services and participated in the CVD Workshops.</td>
</tr>
<tr>
<td><strong>Remedial Maintenance</strong></td>
<td>Repairs that are done in response to an identified issue or problem. Includes both routine and corrective maintenance.</td>
</tr>
<tr>
<td><strong>Requirements Roadmap</strong></td>
<td>A tool used in the Vested® Method to link the Desired Outcomes, Statements of Objectives and Performance Standards as further described in Section 1.5.3.1.</td>
</tr>
<tr>
<td><strong>Respondent</strong></td>
<td>The entity that submits, or intends to submit, a submission in response to this RFP, and where the response consists of a joint submission or contemplates the use of Subcontractors, then the Respondent is the lead entity or prime contractor responsible for the submission.</td>
</tr>
<tr>
<td><strong>Shared Vision Statement</strong></td>
<td>Outlines a common understanding of what the future looks like for both organizations and how the organizations want to focus their shared attention to achieve the objectives.</td>
</tr>
<tr>
<td><strong>Solution</strong></td>
<td>The proposal that is developed by the Respondents during the RFP Process in response to the business goals and desired outcomes of the State.</td>
</tr>
<tr>
<td><strong>Statements of Objective</strong></td>
<td>Define the desired outcomes of the buyer in boundary spanning, measurable language. They are linked to the Shared Vision, and to the organization’s strategic objectives.</td>
</tr>
<tr>
<td><strong>Statement of Intended Behaviors</strong></td>
<td>Supports the Guiding Principles by encouraging collaborative behaviors. They are jointly agreed-to behaviors and expectations of how the parties will treat one another in the relationship.</td>
</tr>
<tr>
<td>---------------------------------</td>
<td>-------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td><strong>SWC</strong></td>
<td>Statewide Contract. A source of supply for goods and services for all Authorized Entities who elect to participate by executing a Participating Addendum (Contract Attachment N). Authorized Entities include the following: state agencies; state governmental entities including the legislative branch, the judicial branch, the board of trustees of the University of Tennessee system, the Tennessee board of regents system, and the state university boards; local governmental units within the State of Tennessee; any private nonprofit institution of higher education chartered in this state; and, any corporation which is exempted from taxation under 26 U.S.C. § 501(c) (3), as amended, and that contracts with the Department of Mental Health and Substance Abuse Services to provide services or support to the public (Tenn. Code Ann. § 33-2-1001).</td>
</tr>
<tr>
<td><strong>STREAM</strong></td>
<td>State of Tennessee Real Estate Asset Management, Department of General Services.</td>
</tr>
<tr>
<td><strong>Subcontractor</strong></td>
<td>A vendor, other than the Contractor, that is fulfilling services within the Contract scope of work on behalf of the Contractor, and that has been approved by the State.</td>
</tr>
<tr>
<td><strong>TBR</strong></td>
<td>The Tennessee Board of Regents System includes Tennessee community colleges and Tennessee Colleges of Applied Technology.</td>
</tr>
<tr>
<td><strong>Total Equitable Compensation</strong></td>
<td>Total Equitable Compensation is defined to include: salary, defined benefit retirement (or equivalent), 401k matching, and health insurance with similar essential value and equivalent employer contributions. It is expected that salary will be adjusted to offset differences between the benefits previously received from the State and the benefits that will be received from the Contractor in order to make the total compensation equitable.</td>
</tr>
<tr>
<td><strong>Transformation Performance Incentives</strong></td>
<td>Component of the pricing model that outlines Incentives tied to the State’s Desired Outcomes, that will provide additional margin and/or intangible incentives to the Awarded Contractor. It is intended that these Transformation Performance Incentives represent a portion of the total value that the State will receive as a result of the implementation of these transformational programs. Note that the State reserves the right to reject or not incorporate any of the proposed incentives into the final Pro Forma Contract that results from this RFP.</td>
</tr>
<tr>
<td><strong>Transition Employees</strong></td>
<td>Reference RFP Attachment 6.10, Pro Forma Contract Section A.19.a.</td>
</tr>
</tbody>
</table>
| Transition Period | The period of time from when the agency or campus signs a PA intending to implement Contractor’s services until the Contractor’s services are fully implemented including transferring over associated Scope and Transitioned Employees to the Contractor. The State estimates the length of this period to be approximately ninety (90) calendar days for each portion of the portfolio. This period may run concurrently for some Authorized Entities. The State envisions this Transition period shall consist of three phases:  
   i. a 30 day period where the Authorized Entity provides necessary deliverables to Contractor  
   ii. a 30 day period where the Contractor coordinates and outlines transition plan with that Authorized Entity  
   iii. a 30 day period where the parties execute the transition plan. |
| UT | The University of Tennessee System including the campuses at Knoxville, Chattanooga, Memphis, Martin, Tullahoma, and the Institute for Public Services. |
| Vested® Method | The outcome-based methodology developed by the University of Tennessee that includes incorporating 10 Elements in the Solution. The Elements should ultimately be documented in the Contract to ensure that what is bought by the state is what is contracted by the State. |
## 2. RFP SCHEDULE OF EVENTS

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

<table>
<thead>
<tr>
<th>EVENT</th>
<th>TIME (central time zone)</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. RFP Issued</td>
<td></td>
<td>December 1, 2016</td>
</tr>
<tr>
<td>2. Disability Accommodation Request Deadline</td>
<td>2:00 p.m.</td>
<td>December 6, 2016</td>
</tr>
<tr>
<td>3. Notice of Intent to Respond Deadline</td>
<td>2:00 p.m.</td>
<td>December 6, 2016</td>
</tr>
<tr>
<td>4. Written “Questions &amp; Comments” Round #1 Deadline</td>
<td>2:00 p.m.</td>
<td>December 7, 2016</td>
</tr>
<tr>
<td>5. State Response to Written “Questions &amp; Comments” Round #1</td>
<td></td>
<td>December 12, 2016</td>
</tr>
<tr>
<td>6. Written “Questions &amp; Comments” Round #2 Deadline</td>
<td></td>
<td>January 23, 2017</td>
</tr>
<tr>
<td>7. State Response to Written “Questions &amp; Comments” Round #2</td>
<td></td>
<td>January 30, 2017</td>
</tr>
<tr>
<td>8. Response Deadline</td>
<td>2:00 p.m.</td>
<td>February 27, 2017</td>
</tr>
<tr>
<td>11. State Completion of Technical Response Evaluations</td>
<td></td>
<td>March 16, 2017</td>
</tr>
<tr>
<td>12. State Opening &amp; Scoring of Cost Proposals</td>
<td>2:00 p.m.</td>
<td>March 17, 2017</td>
</tr>
<tr>
<td>13. State Notice of Intent to Award Released and RFP Files Opened for Public Inspection</td>
<td>2:00 p.m.</td>
<td>March 28, 2017</td>
</tr>
<tr>
<td>14. End of Open File Period</td>
<td></td>
<td>April 5, 2017</td>
</tr>
<tr>
<td>15. Negotiations</td>
<td></td>
<td>April 6, 2017-April 20, 2017</td>
</tr>
<tr>
<td>16. State sends contract to Contractor for signature</td>
<td></td>
<td>April 24, 2017</td>
</tr>
<tr>
<td>17. Contractor Signature Deadline</td>
<td>2:00 p.m.</td>
<td>April 28, 2017</td>
</tr>
</tbody>
</table>

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 prospective Respondents from whom the State has received a Notice of Intent to Respond (refer to Section 1.11).
3. RESPONSE REQUIREMENTS

3.1. Response Form

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

3.1.1. Technical Response. RFP Attachment 6.2., Technical Response & Evaluation Guide provides the specific requirements for submitting a response. This guide includes mandatory requirement items, general qualifications and experience items, technical qualifications, experience, and approach items, qualitative pricing framework items, and oral presentation items all of which must be addressed with a written response (unless otherwise noted in this RFP) and, in some instances, additional documentation.

3.1.1.1. A Respondent must use the RFP Attachment 6.2., Technical Response & Evaluation Guide to organize, reference, and draft the Technical Response by duplicating the attachment, adding appropriate page numbers as required, and using the guide as a table of contents covering the Technical Response.

3.1.1.2. A Response should be economically prepared, with emphasis on completeness and clarity. A Response, as well as any reference material presented, must be written in English and must be written on standard 8½” x 11” pages (although oversize exhibits are permissible) and use a 12 point font for text. All response pages must be numbered.

3.1.1.3. All information and documentation included in a Technical Response should respond to or address a specific requirement detailed in the RFP Attachment 6.2., Technical Response & 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 Response to be non-responsive and reject it if:

a. the Respondent fails to organize and properly reference the Technical Response as required by this RFP and the RFP Attachment 6.2., Technical Response & Evaluation Guide; or

b. the Technical Response document does not appropriately respond to, address, or meet all of the requirements and response items detailed in the RFP Attachment 6.2., Technical Response & Evaluation Guide.


NOTICE: If a Respondent fails to submit a cost proposal exactly as required, the State may deem the response to be non-responsive and reject it.

3.1.2.1. A Respondent must only record the proposed cost exactly as required by the RFP Attachment 6.3., Cost Proposal & Scoring Guide.

3.1.2.2. The proposed cost shall incorporate ALL costs for services under the contract for the total contract period, including any renewals or extensions.

3.1.2.3. A Respondent must sign and date the Cost Proposal.

3.1.2.4. A Respondent must submit the Cost Proposal to the State in a sealed package separate from the Technical Response (as detailed in RFP Sections 3.2.3., et seq.).
3.2. **Response Delivery**

3.2.1. A Respondent must ensure that both the original Technical Response and Cost Proposal documents meet all form and content requirements, including all required signatures, as detailed within this RFP.

3.2.2. A Respondent must submit original Technical Response and Cost Proposal documents and copies as specified below.

3.2.2.1. Seven (7) digital copies of the Technical Response each in the form of one (1) digital document in “PDF” format properly recorded on its own otherwise blank, standard CD-R recordable disc or USB flash drive labeled: labeled:

   “RFP # 32110-17103 TECHNICAL RESPONSE ORIGINAL”

3.2.2.2. One (1) original Cost Proposal in the form of a digital document in “XLS" format properly recorded on separate, blank, standard CD-R recordable disc or USB flash drive labeled: “RFP # 32110-17103 COST PROPOSAL ORIGINAL”

3.2.3. A Respondent must separate, seal, package, and label the documents and copies for delivery as follows:

3.2.3.1. The Technical Response original digital documents must be placed in a sealed package that is clearly labeled:

   “DO NOT OPEN… RFP # 32110-17103 TECHNICAL RESPONSE FROM [RESPONDENT LEGAL ENTITY NAME]”

3.2.3.2. The Cost Proposal digital document must be placed in a separate, sealed package that is clearly labeled:

   “DO NOT OPEN… RFP # 32110-17103 COST PROPOSAL FROM [RESPONDENT LEGAL ENTITY NAME]”

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

   “RFP # 32110-17103 SEALED TECHNICAL RESPONSE & SEALED COST PROPOSAL FROM [RESPONDENT LEGAL ENTITY NAME]”

3.2.4. A Respondent must ensure that the State receives a response no later than the Response Deadline time and date detailed in the RFP Section 2, Schedule of Events at the following address:

Trey Norris  
Department of General Services  
WRS Tennessee Tower, 3rd Floor  
312 Rosa L. Parks Ave., Nashville, TN 37243  
trey.norris@tn.gov  
Telephone # 615-741-7148  
FAX # 615-741-0684
3.3. **Response & Respondent Prohibitions**

3.3.1. A response must not include alternate contract terms and conditions, except as noted in RFP Attachment 6.2, Section B.10. If a response contains such terms and conditions, the State, at its sole discretion, may determine the response to be a non-responsive counteroffer and reject it.

3.3.2. A response must not restrict the rights of the State or otherwise qualify either the offer to deliver goods or provide services as required by this RFP or the Cost Proposal. If a response restricts the rights of the State or otherwise qualifies either the offer to deliver goods or provide services as required by this RFP or the Cost Proposal, the State, at its sole discretion, may determine the response to be a non-responsive counteroffer and reject it.

3.3.3. A response must not propose alternative goods or services (i.e., offer services different from those requested and required by this RFP) unless expressly requested in this RFP. The State may consider a response of alternative goods or services to be non-responsive and reject it.

3.3.4. A Cost Proposal must be prepared and arrived at independently and must not involve any collusion between Respondents. The State will reject any Cost Proposal that involves collusion, consultation, communication, or agreement between Respondents. Regardless of the time of detection, the State will consider any such actions to be grounds for response rejection or contract termination.

3.3.5. A Respondent must not provide, for consideration in this RFP process or subsequent contract negotiations, any information that the Respondent knew or should have known was materially incorrect. If the State determines that a Respondent has provided such incorrect information, the State will deem the Response non-responsive and reject it.

3.3.6. A Respondent must not submit more than one Technical Response and one Cost Proposal in response to this RFP, except as expressly requested by the State in this RFP. If a Respondent submits more than one Technical Response or more than one Cost Proposal, the State will deem all of the responses non-responsive and reject them.

3.3.7. A Respondent must not submit a response as a prime contractor while also permitting one or more other Respondents to offer the Respondent as a subcontractor in their own responses. Such may result in the disqualification of all Respondents knowingly involved. This restriction does not, however, prohibit different Respondents from offering the same subcontractor as a part of their responses (provided that the subcontractor does not also submit a response as a prime contractor).

3.3.8. The State shall not consider a response from an individual who is, or within the past six (6) months has been, a State employee. For purposes of this RFP:

3.3.8.1. An individual shall be deemed a State employee until such time as all compensation for salary, termination pay, and annual leave has been paid;  
3.3.8.2. A contract with or a response from a company, corporation, or any other contracting entity in which a controlling interest is held by any State employee shall be considered to be a contract with or proposal from the employee; and  
3.3.8.3. A contract with or a response from a company, corporation, or any other contracting entity that employs an individual who is, or within the past six (6) months has been, a State employee, shall not be considered for a contract with or a proposal from the employee and shall not constitute a prohibited conflict of interest.

3.4. **Response Errors & Revisions**

A Respondent is responsible for any and all response errors or omissions. A Respondent will not be
allowed to alter or revise response documents after the Response 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. **Response Withdrawal**

A Respondent may withdraw a submitted response at any time before the Response Deadline time and date detailed in the RFP Section 2, Schedule of Events by submitting a written request signed by an authorized Respondent representative. After withdrawing a response, a Respondent may submit another response at any time before the Response Deadline. After the Response Deadline, a Respondent may only withdraw all or a portion of a response where the enforcement of the response would impose an unconscionable hardship on the Respondent.

3.6. **Additional Services**

If a response offers goods or 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 Respondent must not propose any additional cost amounts or rates for additional goods or services.

**NOTICE:** If a Respondent fails to submit a Cost Proposal exactly as required, the State may deem the response non-responsive and reject it.

3.7. **Response Preparation Costs**

The State will not pay any costs associated with the preparation, submittal, or presentation of any response, including site visits and evaluation of State’s portfolio.
4. GENERAL CONTRACTING INFORMATION & REQUIREMENTS

4.1. RFP Amendment

The State at its sole discretion may amend this RFP, in writing, at any time prior to contract award. However, prior to any such amendment, the State will consider whether it would negatively impact the ability of potential Respondents to meet the response deadline and revise the RFP Schedule of Events if deemed appropriate. If an RFP amendment is issued, the State will convey it to potential Respondents who submitted a Notice of Intent to Respond (refer to RFP Section 1.11). A response must address the final RFP (including its attachments) as amended.

4.2. RFP Cancellation

The State reserves the right, at its sole discretion, to cancel the RFP 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 responses.

4.3.2. The State may deem as non-responsive and reject any response 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, minor variances from full compliance with this RFP. If the State waives variances in a response, such waiver shall not modify the RFP requirements or excuse the Respondent from full compliance, 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 Respondent intends to use subcontractors, the 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.2.).

4.4.3. Subcontractors identified within a 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. After contract award, a Contractor may only substitute an approved 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 Respondent who is awarded a contract pursuant to this RFP will be the prime contractor and will be responsible for all work under the Contract.

4.5. Right to Refuse Personnel or Subcontractors

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 goods or services 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**

From time-to-time, the State may require the awarded Contractor to provide a Certificate of Insurance issued by an insurance company licensed or authorized to provide insurance in the State of Tennessee. Each Certificate of Insurance shall indicate current insurance coverages meeting minimum requirements as may be specified by this RFP. A failure to provide a current, Certificate of Insurance will be considered a material breach and grounds for contract termination.

4.7. **Professional Licensure and Department of Revenue Registration**

4.7.1. All persons, agencies, firms, or other entities that provide legal or financial opinions, which a Respondent provides for consideration and evaluation by the State as a part of a 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 Respondent (and Respondent employees and subcontractors, as applicable) must hold all necessary or appropriate business or professional licenses to provide the goods or services as required by the contract. The State may require any Respondent to submit evidence of proper licensure.

4.7.3. Before the Contract resulting from this RFP is signed, the apparent successful Respondent must be registered with the Tennessee Department of Revenue for the collection of Tennessee sales and use tax. The State shall not award a contract unless the Respondent provides proof of such registration or provides documentation from the Department of Revenue that the Contractor is exempt from this registration requirement. The foregoing is a mandatory requirement of an award of a contract pursuant to this solicitation. For purposes of this registration requirement, the Department of Revenue may be contacted at: TN.Revenue@tn.gov.

4.8. **Disclosure of Response Contents**

4.8.1. All materials submitted to the State in response to this RFP shall become the property of the State of Tennessee. Selection or rejection of a response does not affect this right. By submitting a response, a Respondent acknowledges and accepts that the full response 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 response information, including both technical and cost information, in confidence during the evaluation process. Notwithstanding the foregoing, a list of actual Respondents submitting timely responses may be available to the public, upon request, after technical responses are opened.

4.8.3. Upon completion of response evaluations, indicated by public release of a Notice of Intent to Award, the responses 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. After contract award, the Contractor who is awarded the contract must submit appropriate documentation with the Department of Finance and Administration, Division of Accounts.

4.9.2. 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 Respondent with the apparent best-evaluated response or any other Respondent. 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.
4.9.3. 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.

4.9.3.1. 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 goods delivered or services rendered by the Contractor, even goods delivered or services rendered in good faith and even if the Contractor is orally directed to proceed with the delivery of goods or the rendering of services, if it occurs before the Contract start date or after the Contract end date.

4.9.3.2. 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 6.10., Pro Forma Contract, Section C).

4.9.3.3. If any provision of the Contract provides direct funding or reimbursement for the competitive purchase of goods or services 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 amounts that it determines do not represent reasonable, necessary, and actual costs.

4.10. Contractor Performance

The Contractor who is awarded a contract will be responsible for the delivery of all acceptable goods or the satisfactory completion of all services set out in this RFP (including attachments) as may be amended. All goods or services are subject to inspection and evaluation by the State. The State will employ all reasonable means to ensure that goods delivered or services rendered are in compliance with the Contract, and the Contractor must cooperate with such efforts.

4.11. Contract Amendment

After contract award, the State may request the Contractor to deliver additional goods or perform additional services 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 goods or services. The Contractor must respond to the State with a time schedule for delivering the additional goods or accomplishing the additional services based on the compensable units included in the Contractor’s response to this RFP. If the State and the Contractor reach an agreement regarding the goods or services and associated compensation, such agreement must be effected by means of a contract amendment. Further, any such amendment requiring additional goods or services 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, rules, policies and procedures of the State of Tennessee. The Contractor must not provide additional goods or render additional services 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 Respondents will be construed and enforced as if the RFP did not contain the particular provision held to be invalid.

4.13. Next Ranked Respondent

The State reserves the right to initiate negotiations with the next ranked Respondent should the State cease doing business with any Respondent selected via this RFP process.
5. EVALUATION & CONTRACT AWARD

5.1. Evaluation Categories & Maximum Points

The State will consider qualifications, experience, technical approach, and cost in the evaluation of responses and award points in each of the categories detailed below (up to the maximum evaluation points indicated) to each response deemed by the State to be responsive.

<table>
<thead>
<tr>
<th>EVALUATION CATEGORY</th>
<th>MAXIMUM POINTS POSSIBLE</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Qualifications &amp; Experience (refer to RFP Attachment 6.2., Section B)</td>
<td>5</td>
</tr>
<tr>
<td>Technical Qualifications, Experience &amp; Approach (refer to RFP Attachment 6.2., Section C)</td>
<td>50</td>
</tr>
<tr>
<td>Qualitative Pricing Model Framework (refer to RFP Attachment 6.2., Section D)</td>
<td>20</td>
</tr>
<tr>
<td>Oral Presentation (refer to RFP Attachment 6.2., Section E)</td>
<td>10</td>
</tr>
<tr>
<td>Cost Proposal &amp; Scoring Guide (refer to RFP Attachment 6.3.)</td>
<td>15</td>
</tr>
</tbody>
</table>

5.2. Evaluation Process

The evaluation process is designed to award the contract resulting from this RFP not necessarily to the Respondent offering the lowest cost, but rather to the Respondent deemed by the State to be responsive and responsible who offers the best combination of attributes based upon the evaluation criteria. ("Responsive Respondent" is defined as a Respondent that has submitted a response that conforms in all material respects to the RFP. "Responsible Respondent" is defined as a Respondent 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 Response Evaluation. The Solicitation Coordinator and the proposal evaluation team (consisting of three (3) or more State employees) will use the RFP Attachment 6.2., Technical Response & Evaluation Guide to manage the Technical Response Evaluation and maintain evaluation records.

5.2.1.1. The State reserves the right, at its sole discretion, to request Respondent clarification of a Technical Response or to conduct clarification discussions with any or all Respondents. Any such clarification or discussion will be limited to specific sections of the response identified by the State. The subject Respondent 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 Solicitation Coordinator will review each Technical Response to determine compliance with RFP Attachment 6.2., Technical Response & Evaluation Guide, Section A—Mandatory Requirements. If the Solicitation Coordinator determines that a response failed to meet one or more of the mandatory requirements, the proposal evaluation team will review the response and document the team’s determination of whether:

a. the response adequately meets RFP 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 response to be non-responsive to the RFP and reject it.

5.2.1.3. proposal evaluation team members will independently evaluate each Technical Response (that is responsive to the RFP) against the evaluation criteria in this RFP, and will score each in accordance with the RFP Attachment 6.2., Technical Response & Evaluation Guide.

5.2.1.4. For each response evaluated, the Solicitation Coordinator will calculate the average of the proposal evaluation team member scores for RFP Attachment 6.2., Technical Response & Evaluation Guide, and record each average as the response score for the respective Technical Response section.

5.2.1.5. Before Cost Proposals are opened, the proposal evaluation team will review the Technical Response Evaluation record and any other available information pertinent to whether or not each Respondent is responsive and responsible. If the proposal evaluation team identifies any Respondent that does not meet the responsive and responsible thresholds such that the team would not recommend the Respondent for Cost Proposal Evaluation and potential contract award, the team members will fully document the determination.

5.2.1.6. The Solicitation Coordinator will invite each apparently responsive and responsible Respondent to make an oral presentation.

5.2.1.6.1. The oral presentations are mandatory. The Solicitation Coordinator will schedule Respondent presentations during the period indicated by the RFP Section 2, Schedule of Events. The Solicitation Coordinator will make every effort to accommodate each Respondent’s schedules. When the Respondent presentation schedule has been determined, the Solicitation Coordinator will contact Respondents with the relevant information as indicated by RFP Section 2, Schedule of Events.

5.2.1.6.2. Respondent presentations are only open to the invited Respondent, proposal evaluation team members, the Solicitation Coordinator, and any technical consultants who are selected by the State to provide assistance to the proposal evaluation team.

5.2.1.6.3. Oral presentations provide an opportunity for Respondents to explain and clarify their responses and to address the agenda below. Respondents must not materially alter their responses and presentations will be limited to addressing the items detailed in RFP Attachment 6.2., Technical Response & Evaluation Guide. Respondent pricing shall not be discussed during oral presentations, except for clarifications around RFP Attachment 6.2., Section D.

**Item I (Respondent Presentation)- Allocated Time: 1 hour, 30 mins.**

i. Introduce team members and structures

ii. Clarify specific roles of key team members

iii. Present and discuss the Respondent’s visit to one of the Sites. This Site will be specified to all Respondents prior to the Oral Presentation.

iv. Present why the Respondent’s team should be awarded the Contract.

v. Conduct a brief presentation as if the Respondent is speaking to employees who are about to transition to the Respondent’s company.
Item 2 (Discussion) – Allocated time: 1 hour

vi. Questions from the State
vii. Other Questions, Answers, and Clarifications

5.2.1.6.4. The State will maintain an accurate record of each Respondent’s oral presentation session. The record of the Respondent’s oral presentation shall be available for review when the State opens the procurement files for public inspection.

5.2.1.6.5. Proposal evaluation team members will independently evaluate each oral presentation in accordance with the RFP Attachment 6.2., Technical Response & Evaluation Guide, Section E.

5.2.1.6.6. The Solicitation Coordinator will calculate and document the average of the proposal evaluation team member scores for RFP Attachment 6.2., Technical Response & Evaluation Guide, Section E, and record that number as the score for Respondent’s Technical Response section.

5.2.2. **Cost Proposal Evaluation.** The Solicitation Coordinator will open for evaluation the Cost Proposal of each Respondent deemed by the State to be responsive and responsible and calculate and record each Cost Proposal score in accordance with the RFP Attachment 6.3., Cost Proposal & Scoring Guide. Some of the information the State is requesting for Respondents to provide will not be evaluated. Details around this information can be found in RFP Attachment 6.3, Cost Proposal & Scoring Guide.

5.2.3. **Total Response Score.** The Solicitation Coordinator will calculate the sum of the Technical Response section scores and the Cost Proposal score and record the resulting number as the total score for the subject Response (refer to RFP Attachment 6.4., Score Summary Matrix).

5.2.4. **Clarifications and Negotiations:** The State reserves the right to award a contract on the basis of initial responses received, therefore, each response shall contain the Respondent’s best terms and conditions from a technical and cost standpoint. The State reserves the right to conduct clarifications or negotiations with one or more Respondents. All communications, clarifications, and negotiations shall be conducted in a manner that supports fairness in response improvement.

5.2.4.1. Clarifications: The State may identify areas of a response that may require further clarification or areas in which it is apparent that there may have been miscommunications or misunderstandings as to the State’s specifications or requirements. The State may seek to clarify those issues identified during one or multiple clarification rounds. Each clarification sought by the State may be unique to an individual Respondent, provided that the process is conducted in a manner that supports fairness in response improvement.

5.2.4.2. Negotiations: The State may elect to negotiate with one or more Respondents by requesting revised responses, negotiating costs, or finalizing contract terms and conditions. The State reserves the right to conduct multiple negotiation rounds or no negotiations at all. The State desires that the same Respondent representatives that participated in the CVD workshops be available to participate in negotiations.

5.2.4.3. Cost Negotiations: All Respondents, selected for negotiation by the State, will be given equivalent information with respect to cost negotiations. All cost negotiations will be documented for the procurement file. Additionally, the State may conduct target pricing and other goods or services level negotiations. Target pricing may be based on considerations such as current pricing, market considerations, benchmarks, budget availability, or other methods that do not reveal individual Respondent pricing. During target price negotiations, Respondents are not obligated to reduce their pricing to target prices, but no Respondent is allowed to increase prices.
5.2.4.4. If the State determines that it is unable to successfully negotiate a contract with the apparent best evaluated Respondent, the State reserves the right to bypass the apparent best evaluated Respondent and enter into contract negotiations with the next apparent best evaluated Respondent.

5.3. **Contract Award Process**

5.3.1. The Solicitation Coordinator will submit the proposal evaluation team determinations and scores to the head of the procuring agency for consideration along with any other relevant information that might be available and pertinent to contract award.

5.3.2. The procuring agency head will determine the apparent best-evaluated Response. To effect a contract award to a Respondent other than the one receiving the highest evaluation process score, the head of the procuring agency must provide written justification and obtain the written approval of the Chief Procurement Officer and the Comptroller of the Treasury.

5.3.3. The State will issue a Notice of Intent to Award identifying the apparent best-evaluated response 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 Notice of Intent to Award shall not create rights, interests, or claims of entitlement in either the apparent best-evaluated Respondent or any other Respondent.

5.3.4. The Respondent identified as offering the apparent best-evaluated response must sign a contract drawn by the State pursuant to this RFP. The contract shall be substantially the same as the RFP Attachment 6.10., *Pro Forma* Contract. The Respondent must sign the contract by the Contractor Signature Deadline detailed in the RFP Section 2, Schedule of Events. If the Respondent fails to provide the signed contract by this deadline, the State may determine that the Respondent is non-responsive to this RFP and reject the response.

5.3.5. 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 response evaluations or negatively impact the competitive nature of the RFP and contractor selection process.

5.3.6. If the State determines that a response is non-responsive and rejects it after opening Cost Proposals, the Solicitation Coordinator will re-calculate scores for each remaining responsive Cost Proposal to determine (or re-determine) the apparent best-evaluated response.
RFP # 32110-17103 STATEMENT OF CERTIFICATIONS AND ASSURANCES

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

The Respondent does, hereby, expressly affirm, declare, confirm, certify, and assure ALL of the following:

1. The Respondent will comply with all of the provisions and requirements of the RFP.
2. The Respondent will provide all services as defined in the Scope of Services of the RFP Attachment 6.9., Pro Forma Contract for the total contract period.
3. The Respondent, except as otherwise provided in this RFP, accepts and agrees to all terms and conditions set out in the RFP Attachment 6.10., Pro Forma Contract.
4. The Respondent 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 Respondent 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 response submitted to this RFP is accurate.
7. The response submitted to this RFP was independently prepared, without collusion, under penalty of perjury.
8. No amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Respondent in connection with this RFP or any resulting contract.
9. Both the Technical Response and the Cost Proposal submitted in response to this 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.
10. The Respondent affirms the following statement, as required by the Iran Divestment Act Tenn. Code Ann. § 12-12-111: "By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each Respondent is not on the list created pursuant to §12-12-106.” For reference purposes, the list is currently available online at: http://www.tn.gov/generalservices/article/Public-Information-library.

By signing this 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 Respondent (if an individual) or the Respondent's company President or Chief Executive Officer, this document must attach evidence showing the individual’s authority to bind the Respondent.

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

SIGNATURE: 

PRINTED NAME & TITLE:  

DATE: 

RESPONDENT LEGAL ENTITY NAME: 

RFP #32110-17103
page 30
# TECHNICAL RESPONSE & EVALUATION GUIDE

## SECTION A: MANDATORY REQUIREMENTS.

The Respondent must address all items detailed below and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Respondent must also detail the response page number for each item in the appropriate space below.

The Solicitation Coordinator will review the response 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 response and attach a written determination. In addition to the Mandatory Requirement Items, the Solicitation Coordinator will review each response for compliance with all RFP requirements.

<table>
<thead>
<tr>
<th>RESPONDENT LEGAL ENTITY NAME:</th>
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<tbody>
<tr>
<td><strong>Response Page # (Respondent completes)</strong></td>
<td><strong>Item Ref.</strong></td>
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<tr>
<td><strong>A.1.</strong></td>
<td>Provide the Statement of Certifications and Assurances (RFP Attachment 6.1.) completed and signed by an individual empowered to bind the Respondent to the provisions of this RFP and any resulting contract. The document must be signed without exception or qualification.</td>
</tr>
<tr>
<td><strong>A.2.</strong></td>
<td>Provide a statement, based upon reasonable inquiry, of whether the Respondent or any individual who shall cause to deliver goods or perform services under the contract has a possible conflict of interest (e.g., 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.</td>
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<td><strong>A.3.</strong></td>
<td>Provide a current bank reference indicating that the Respondent’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. OR Provide an official document or letter from an accredited credit bureau, verified and dated within the last three (3) months and indicating a satisfactory credit rating for the Respondent (NOTE: A credit bureau report number without the full report is insufficient and will not be considered responsive.)</td>
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<tr>
<td><strong>A.4.</strong></td>
<td>Provide a valid, Certificate of Insurance that is verified and dated within the last six (6) months and which details all of the following: (a) Name of the Insurance Company</td>
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</tbody>
</table>
**(b)** Respondent’s Name and Address as the Insured  
**(c)** Policy Number  
**(d)** The following minimum insurance coverages:  
(i) Comprehensive Commercial General Liability (including personal injury and 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 Ten Million Dollars ($10,000,000) aggregate including products and completed operations coverage with an aggregate limit of at least two million dollars ($2,000,000);  
(ii) Workers’ compensation in an amount not less than two million dollars ($2,000,000) including employer liability of two million dollars ($2,000,000) per accident for bodily injury by accident, two million dollars ($2,000,000) policy limit by disease, and two million dollars ($2,000,000) per employee for bodily injury by disease;  
(iii) Automobile Coverage (including owned, leased, hired, and non-owned vehicles) with a bodily injury/property damage combined single limit not less than Five Million Dollars ($5,000,000) per occurrence; and  
(iv) Professional Malpractice Liability with a limit of not less than One Million Dollars ($1,000,000) per claim and Two Million Dollars ($2,000,000) per aggregate.  
(v) Crime/Fidelity Coverage (must include an extended reporting period or "tail coverage" of at least two (2) years after the Term) with a limit not less than Five Hundred Thousand Dollars ($500,000) per claim and One Million Dollars ($1,000,000) aggregate  
(vi) Umbrella/Excess Liability in the amount of Fifteen Million Dollars ($15,000,000)  
**(e)** The following information applicable to each type of insurance coverage:  
(i) Coverage Description,  
(ii) Exceptions and Exclusions,  
(iii) Policy Effective Date,  
(iv) Policy Expiration Date, and  
(v) Limit(s) of Liability.

**A.5.** Confirm that the Respondent’s Solution addresses each of the State’s Guardrails in RFP Attachment 6.6.

**A.6.** Confirm that the Respondent’s organization is committed to the State’s Vision, Guiding Principles and Statement of Intended Behaviors.

*State Use – Solicitation Coordinator Signature, Printed Name & Date:*
### Technical Response & Evaluation Guide

**SECTION B: GENERAL QUALIFICATIONS & EXPERIENCE.** The Respondent must address all items detailed below and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Respondent must also detail the response 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.

<table>
<thead>
<tr>
<th><strong>RESPONDENT LEGAL ENTITY NAME:</strong></th>
<th></th>
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<tr>
<th><strong>Response Page # (Respondent completes)</strong></th>
<th><strong>Item Ref.</strong></th>
<th><strong>Section B— General Qualifications &amp; Experience Items</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>B.1.</td>
<td>Detail the name, e-mail address, mailing address, telephone number, and facsimile number of the person the State should contact regarding the response.</td>
<td></td>
</tr>
<tr>
<td>B.2.</td>
<td>Provide a statement of whether the Respondent intends to use subcontractors to meet the Respondent's requirements of any contract awarded pursuant to this RFP, and if so, detail: (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 goods each subcontractor involved in the delivery of goods or performance of the services each subcontractor will perform; and (c) a statement specifying that each proposed subcontractor has expressly assented to being proposed as a subcontractor in the Respondent’s response to this RFP.</td>
<td></td>
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<tr>
<td>B.3.</td>
<td>Provide a statement of whether the Respondent or, to the Respondent's knowledge, any of the Respondent’s employees, agents, independent contractors, or subcontractors, involved in the delivery of goods or performance of services on a contract pursuant to this RFP, have been convicted of, pled guilty to, or pled <em>nolo contendere</em> to any felony. If so, include an explanation providing relevant details.</td>
<td></td>
</tr>
<tr>
<td>B.4.</td>
<td>Provide a statement of whether, in the last ten (10) years, the Respondent 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.</td>
<td></td>
</tr>
<tr>
<td>B.5.</td>
<td>Provide a statement of whether there is any material, pending litigation against the Respondent that the Respondent 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 Respondent’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 Respondent’s performance in a contract pursuant to this RFP. <strong>NOTE:</strong> All persons, agencies, firms, or other entities that provide legal opinions regarding the Respondent must be properly licensed to render such opinions. The State may require the Respondent to submit proof of license for each person or entity that renders such opinions.</td>
<td></td>
</tr>
<tr>
<td>B.6.</td>
<td>Provide a statement of whether there are any pending or in progress Securities Exchange Commission investigations involving the Respondent. 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 Respondent's performance in a contract pursuant to this RFP. <strong>NOTE:</strong> All persons, agencies, firms, or other entities that provide legal opinions regarding the Respondent must be properly licensed to render such opinions. The State may require the Respondent to submit proof of license for each person or entity that renders such opinions.</td>
<td></td>
</tr>
<tr>
<td>B.7.</td>
<td>Provide a statement and any relevant details addressing whether the Respondent is any of the following: (a) is presently debarred, suspended, proposed for debarment, or voluntarily excluded</td>
<td></td>
</tr>
</tbody>
</table>
## Section B— General Qualifications & Experience Items

from covered transactions by any federal or state department or agency;

(b) has within the past three (3) years, been convicted of, or had a civil judgment rendered against the contracting party 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) is presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed above; and has within a three (3) year period preceding the contract had one or more public transactions (federal, state, or local) terminated for cause or default.

### B.8.
Provide a statement of whether or not the Respondent has any current contracts with the State of Tennessee or has completed any contracts with the State of Tennessee within the previous five (5) year period. If so, provide the following information for all of the current and completed contracts:

(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 period; and

(e) the contract number.

**NOTES:**
- Current or prior contracts with the State are not a prerequisite and are not required for the maximum evaluation score, and the existence of such contracts with the State will not 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.9.
Provide documentation of the Respondent’s commitment to diversity as represented by the following:

(a) **Business Strategy.** Provide a description of the Respondent’s existing programs and procedures designed to encourage and foster commerce with business enterprises owned by minorities, women, Tennessee service-disabled veterans, and small business enterprises. Please also include a list of the Respondent’s certifications as a diversity business, if applicable.

(b) **Business Relationships.** Provide a listing of the Respondent’s current contracts with business enterprises owned by minorities, women, Tennessee service-disabled veterans and small business enterprises. Please include the following information:

(i) contract description;

(ii) contractor name and ownership characteristics (i.e., ethnicity, gender, Tennessee service-disabled);

(iii) contractor contact name and telephone number.

(c) **Estimated Participation.** Provide an estimated level of participation by business enterprises owned by minorities, women, Tennessee service-disabled veterans, and small business enterprises if a contract is awarded to the Respondent pursuant to this RFP. Please include the following information:

(i) a percentage (%) indicating the participation estimate. (Express the estimated participation number as a percentage of the total estimated contract value that will be dedicated to business with subcontractors and supply contractors having such ownership characteristics only and DO NOT INCLUDE DOLLAR AMOUNTS);

(ii) anticipated goods or services contract descriptions;
### Section B— General Qualifications & Experience Items

(iii) names and ownership characteristics (i.e., ethnicity, gender, Tennessee service-disabled veterans) of anticipated subcontractors and supply contractors.

**NOTE:** In order to claim status as a Diversity Business Enterprise under this contract, businesses must be certified by the Governor’s Office of Diversity Business Enterprise (Go-DBE). Please visit the Go-DBE website at [https://tn.diversitysoftware.com/FrontEnd/StartCertification.asp?TN=tn&XID=9810](https://tn.diversitysoftware.com/FrontEnd/StartCertification.asp?TN=tn&XID=9810) for more information.

(d) **Workforce.** Provide the percentage of the Respondent's total current employees by ethnicity and gender.

**NOTE:** Respondents that demonstrate a commitment to diversity will advance State efforts to expand opportunity to do business with the State as contractors and subcontractors. Response evaluations will recognize the positive qualifications and experience of a Respondent that does business with enterprises owned by minorities, women, Tennessee service-disabled veterans and small business enterprises and who offer a diverse workforce.

### B.10.

The State is amenable to making changes to RFP Attachment 6.10, *Pro Forma* Contract, including exhibits to the contract. The State will take all reasonable suggested alternative or supplemental contract language changes by Respondents under advisement during the evaluation and post award processes, subject to any mandates or restrictions imposed on the State by applicable state or federal law. The State, however, recommends that Respondents include with their response any alternative or supplemental suggested contract language that a Respondent would propose.

Clearly indicate, by providing a “redline” of RFP Attachment 6.10, *Pro Forma* Contract, all suggested alternative or supplemental contract language proposed by the Respondent. **Do not include any exceptions or changes that (1) contradict any applicable state or federal law or a mandatory requirement identified in RFP Attachment 6.2. or (2) push back any deadlines.**

Any assumptions or redlines related to pricing and costs under this RFP must be submitted as a part of the Second Written Questions and Comments period, as outlined in Section 1.14.

### SCORE (for all Section B—Qualifications & Experience Items above):

*(maximum possible score = 5)*
**TECHNICAL RESPONSE & EVALUATION GUIDE**

**SECTION C: TECHNICAL QUALIFICATIONS, EXPERIENCE & APPROACH.** The Respondent must address all items (below) and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Respondent must also detail the response 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 response to each item. Each evaluator will use the following whole number, raw point scale for scoring each item:

<table>
<thead>
<tr>
<th>Scale</th>
<th>Description</th>
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</thead>
<tbody>
<tr>
<td>0</td>
<td>little value</td>
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<tr>
<td>1</td>
<td>poor</td>
</tr>
<tr>
<td>2</td>
<td>fair</td>
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<td>3</td>
<td>satisfactory</td>
</tr>
<tr>
<td>4</td>
<td>good</td>
</tr>
<tr>
<td>5</td>
<td>excellent</td>
</tr>
</tbody>
</table>

The Solicitation 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.

<p>| RESPONDENT LEGAL ENTITY NAME: | |
|--------------------------------| |</p>
<table>
<thead>
<tr>
<th>Response Page # (Respondent completes)</th>
<th>Item Ref.</th>
<th>Section C— Technical Qualifications, Experience &amp; Approach Items</th>
<th>Item Score</th>
<th>Evaluation Factor</th>
<th>Raw Weighted Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>C.1. Provide an executive summary of the Respondent’s solution that illustrates the Respondent’s understanding of the State’s requirements, how the Respondent will manage the project, ensure completion of the scope of services, and accomplish required objectives throughout the Contract term.</td>
<td></td>
<td>1</td>
<td></td>
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</tr>
<tr>
<td><strong>Element 1 – Outcome-Based Business Model</strong></td>
<td></td>
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</tr>
<tr>
<td>C.2. Share the Respondent’s experience operating under an outcome-based model. Provide at least two examples of how the Respondent has operated successfully under an outcome-based model.</td>
<td></td>
<td>1</td>
<td></td>
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</tr>
<tr>
<td><strong>Element 2 – Statement of Intent</strong></td>
<td></td>
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</tr>
<tr>
<td>C.3. Describe how the Respondent plans to incorporate the Statement of Intent (Shared Vision, Guiding Principles, and Statement of Intended Behaviors) into how the Respondent works with each of the various Authorized Entities? Describe how the Respondent plans to incorporate the Statement of Intent into the proposed Governance Structure.</td>
<td></td>
<td>1</td>
<td></td>
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<td></td>
</tr>
<tr>
<td><strong>Element 3 – Requirements Roadmap</strong></td>
<td>Describe how the Respondent’s Solution will achieve each of the State’s Desired Outcomes and associated objectives outlined in the Requirements Roadmap provided as part of the RFP Process.</td>
<td></td>
<td></td>
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<tr>
<td>C.4. Describe how the Respondent’s Solution will achieve the State’s Desired Outcome to “provide safe, appealing and high quality facilities and grounds through operational excellence.”</td>
<td></td>
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<tr>
<td>C.5. Describe how the Respondent’s Solution will achieve the State’s Desired Outcome to “exhibit good stewardship of state resources.”</td>
<td></td>
<td>10</td>
<td></td>
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</tr>
<tr>
<td>C.6. Describe how the Respondent’s Solution will achieve the State’s Desired Outcome to “foster an environment and culture that promotes flexible customer centric solutions.”</td>
<td></td>
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<tr>
<td>C.7. Describe how the Respondent’s Solution will achieve the State’s Desired Outcome to “enable employees to be engaged, motivated and innovative.”</td>
<td></td>
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<tr>
<td>C.8. Describe how the Respondent’s Solution will achieve the</td>
<td></td>
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</tr>
</tbody>
</table>
### Section C—Technical Qualifications, Experience & Approach Items

<table>
<thead>
<tr>
<th>Item</th>
<th>Score</th>
<th>Evaluation Factor</th>
<th>Raw Weighted Score</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

#### Element 4-5 – Performance Management Plan

<table>
<thead>
<tr>
<th>Item</th>
<th>Score</th>
<th>Evaluation Factor</th>
<th>Raw Weighted Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>C.10.</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>C.11.</td>
<td></td>
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</tr>
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</table>

#### Element 7 – Relationship Management Framework/Mechanisms

<table>
<thead>
<tr>
<th>Item</th>
<th>Score</th>
<th>Evaluation Factor</th>
<th>Raw Weighted Score</th>
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<tr>
<td>C.12.</td>
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<tr>
<td>C.13.</td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>
## Element 8 – Transformation Management Framework/Mechanisms

<table>
<thead>
<tr>
<th>Item Ref.</th>
<th>Section C— Technical Qualifications, Experience &amp; Approach Items</th>
<th>Item Score</th>
<th>Evaluation Factor</th>
<th>Raw Weighted Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>C.14.</td>
<td><strong>Onboarding of Authorized Entities.</strong> Provide the Respondent’s Solution for how Respondent will work with Authorized Entities to build awareness and create customer centric Solutions to address the specific needs of the various Authorized Entities. Describe how the Respondent will assist these Authorized Entities in evaluating whether to elect to utilize the Contract. Describe the Respondent’s approach and organizational flexibility to embrace and align with the culture and brand of the various Authorized Entities.</td>
<td>15</td>
<td></td>
<td></td>
</tr>
<tr>
<td>C.15.</td>
<td><strong>Physical Transition:</strong> Describe how the Respondent’s Solution will address the physical transition of Scope of Services. a. Describe how the Respondent will work with the State and/or Authorized Entities to develop a transition project plan. Provide a sample project plan for a standard transition of the Scope of Services. b. Describe how the Respondent’s Solution will transition Scope of Services where the State currently uses contractors to perform some or all of the In-Scope Services. c. Describe the Respondent’s Solution for incorporating current contracts within the State of Tennessee that fall under the Scope of Services of this RFP.</td>
<td>15</td>
<td></td>
<td></td>
</tr>
<tr>
<td>C.16.</td>
<td><strong>Employee Transition</strong> a. Describe how the Respondent’s Solution will transition Scope of Services that is currently self-performed by State employees. b. Describe how the Respondent’s Solution will address the physical transfer of employees from the State of Tennessee to the Respondent’s organization. Identify the most significant challenges that are associated with Transition Employees. Explain how the Respondent’s Solution will address these challenges. c. Describe the Respondent’s methodology for conducting employee skill assessments and professional development training. d. Describe the Respondent’s methodology for assessing and implementing Total Equitable Compensation Rate during an employee transition. e. Describe the key components of messaging about the Respondent’s organization that shall be utilized when proposing services to Authorized Entities.</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>C.17.</td>
<td><strong>Continuous Improvement:</strong> Describe the Respondent’s Solution for identifying and managing continuous improvement efforts.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
**RESPONDENT LEGAL ENTITY NAME:**

<table>
<thead>
<tr>
<th>Response Page # (Respondent completes)</th>
<th>Item Ref.</th>
<th>Section C—Technical Qualifications, Experience &amp; Approach Items</th>
<th>Item Score</th>
<th>Evaluation Factor</th>
<th>Raw Weighted Score</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>C.18. Transformation Management:</strong> Describe the Respondent's Solution for managing larger scale transformation or innovation geared to achieve the State's Desired Outcomes and Objectives. The Respondent's solution should:</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>a. Provide two examples of how Respondent has led large-scale transformation efforts with other clients.</td>
<td></td>
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</tr>
<tr>
<td>b. List and describe the transformation initiatives the Respondent proposes as part of the Respondent's Solution, in priority order of how the Respondent sees them benefiting the State.</td>
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<tr>
<td><strong>C.19. Contractual Change Management:</strong> Describe the Respondent's flexibility and ability to address contractual changes.</td>
<td></td>
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</tr>
<tr>
<td><strong>C.20. Risk Management</strong></td>
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<tr>
<td>Identify the most significant risks that are associated with all other transition activities beside Transition Employees. Explain how the Respondent's Solution will mitigate the Respondent's top three risks.</td>
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<tr>
<td>Identify the most significant risks associated with transformation management. Explain how the Respondent's Solution will mitigate the Respondent's top three risks.</td>
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<tr>
<td>Describe the process and protocols the Respondent uses for risk mitigation.</td>
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<tr>
<td><strong>C.21. Exit Management Plan</strong></td>
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<tr>
<td>Describe the Exit Management Plan the Respondent proposes as part of the Respondent’s Solution. The Respondent’s Exit Management Plan should address the following components:</td>
<td></td>
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</tr>
<tr>
<td>a. Structure of the Respondent’s proposed exit transition team, including the personnel responsible for planning, managing, and implementing the services transfer (note – these do not have to be named individuals, but rather roles).</td>
<td></td>
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<tr>
<td>b. Requirements for how the parties handle personnel and resources during the transition/transfer procedures.</td>
<td></td>
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</tr>
<tr>
<td>c. High level desired timelines for the activities related to exiting the agreement, including notice periods, transition periods, and final payment periods. Include a high-level communication protocol/plan for external customers and stakeholders.</td>
<td></td>
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<tr>
<td>d. A provision for doing a joint risk assessment and mitigation planning as part of the termination and off-ramp.</td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>
## Element 10 – Special Concerns and External Requirements

<table>
<thead>
<tr>
<th>Item Ref.</th>
<th>Description</th>
<th>Item Score</th>
<th>Evaluation Factor</th>
<th>Raw Weighted Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>C.22.</td>
<td>Describe the Respondent’s programs and policies regarding employee termination, including progressive disciplinary or corrective action programs utilized.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>C.23.</td>
<td>Identify how the Respondent’s solution will leverage operational best practices across Authorized Entities.</td>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>C.24.</td>
<td>Identify additional special concerns and how the Respondent plans to address them.</td>
<td></td>
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</tr>
</tbody>
</table>

The Solicitation 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.

### Total Raw Weighted Score

\[
\text{Total Raw Weighted Score: } \left( \sum \text{Raw Weighted Scores above} \right)
\]

\[
\text{Total Raw Weighted Score} \times 50 = \text{SCORE: }
\]

State Use – Evaluator Identification:

State Use – Solicitation Coordinator Signature, Printed Name & Date:
## TECHNICAL RESPONSE & EVALUATION GUIDE

### SECTION D: QUALITATIVE PRICING MODEL FRAMEWORK

The Respondent must address all items detailed below and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Respondent must also detail the response 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 D—Qualitative Pricing Model Framework Items:

<table>
<thead>
<tr>
<th>Respondent Legal Entity Name:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Response Page #</strong> (Respondent completes)</td>
<td><strong>Item Ref.</strong></td>
</tr>
</tbody>
</table>

Use the Pricing Model Framework as shown below in Table D.1 to outline key features/components of the Respondent’s Pricing Model. The goal is to provide a “snapshot” of how the Respondent’s Pricing Model works. Respondents should note that quantitative information such as $ amounts should not be outlined here and should be substituted with a placeholder (i.e. instead of two dollars put X dollars). Failure to adhere to this requirement could put the response at risk of being rejected by the State and deemed non-responsive. For the factors that will be based on a percentage, Respondents are to create a table in their response to RFP Attachment 6.3 (Cost Proposal & Scoring Guide) that lists the factors (A%, B%, X%, etc.) as used in response to this section, and list the actual percentages in that section – but those specific values must not appear in the response to this Section D.

The State envisions a Pricing Model which includes the following elements:

- **Base Services** – The Base Service is how the Respondent will be reimbursed for performing “base” activities. Base Service activities are generally repetitive in nature and can be planned/budgeted for during an Authorized Entity’s annual budget cycle. It is the State’s desire that any additional fees (see below – management fee, overheads, technology fees, profit, etc.) also be transparent for all elements and allow for flexibility and scalability.

- **Other Services** - A key goal of the State is to allow the various Authorized Entities to have the flexibility they need to meet their unique and varied needs. Other Services are defined as scope of work where there may be a need that is unplanned and unanticipated – but cannot be avoided. The Pricing Model should include the Respondent’s approach for addressing how they will handle pricing Other Services when the need arises. It is the State’s desire that this structure also allow for flexibility and scalability.

- **Governance Fee** – The Governance Fee is a scalable fee to be associated with managing the overall contract. The Governance Fee should be tailored to the Respondent’s Governance Plan that will be part of the Respondent’s Solution (RFP Attachment 6.2, Section C.12-C.13).

- **Transformation Performance Incentives** - Incentives tied to the State’s Desired Outcomes. Transformation Performance Incentives will provide additional margin and/or intangible incentives to the Awarded Contractor. It is intended that these Transformation Performance Incentives represent a portion of the total value that the State will receive as a result of the implementation of these transformational programs. Note that the State reserves the right to reject or not incorporate any of the proposed incentives into the final Pro Forma Contract that results from this RFP.

For each of the above elements in the Pricing Model, the Respondent should separate the components of their cost structure, and describe the methods used to calculate the costs of these components. The Respondent should separate and describe their elements according to their methodology and the level of transparency they wish to portray. An example list of components the State envisions is below. This list should be treated as an example only, as the State recognizes the Respondent may have an alternate cost structure that can still meet the State’s Desired Outcomes.

- **Base Costs** – The actual cost of the services (personnel, materials, third party contracts, etc.) provided to the company by the service provider, and billed without mark-up.

- **Overhead Expenses** – It is assumed that the Respondent has certain internal fees and corporate expenses necessary to operate their business, such as technology fees, finance, etc. If this factor is a percentage, list it as A%, B%, etc., with the actual value listed in the response to RFP Attachment 6.3 (Cost Proposal & Scoring Guide) as noted in the instructions above.

- **Management Fees** – It is assumed the Respondent will have a management structure that spans multiple sites and will need to be allocated and billed to all Authorized Entities on some sort of proportional basis (to be proposed by Respondent). If this factor is a percentage, list it as A%, B%, etc., with the actual value listed in the response to RFP.
Section D— Qualitative Pricing Model Framework

Attachment 6.3 (Cost Proposal & Scoring Guide) as noted in the instructions above.

• Profit – It is assumed the Awarded Contractor will make a profit on the Services they perform on behalf of the Authorized Entities. These fees should cover the Awarded Contractor’s profit margin associated with performing the work. The Respondent has the flexibility to propose how they would like to charge for these fees, and if they propose to put some or all at risk of meeting agreed objectives. If this factor is a percentage, list it as A%, B%, etc., with the actual value listed in the response to RFP Attachment 6.3 (Cost Proposal & Scoring Guide) as noted in the instructions above.

This Pricing Model Framework should encompass and describe the pricing methodology that is used in RFP Section 6.3, Cost Proposal & Scoring Guide.

**D.1.** Complete the Pricing Model Framework to account for the elements and components listed above, and to reflect Respondents commitment to each of the following:

- **Value:** Demonstrates strong alignment with the State’s Desired Outcomes (RFP Attachment 6.7)
- **Cost Containment:** Provides mechanisms to achieve alignment between individual agency/campus cost goals and actual costs.
- **Flexibility:** Provides maximum flexibility for individual agencies/campuses to utilize the services that best suit their needs, and to adjust those services as needs change.
- **Scalability:** Cost impacts are maximized and clearly allocated for each agency/campus as contract volume increases.
- **Transparency:** Outlines full disclosure of cost structures, additional fees, and profit margin for Base Services, Other Services, Governance, and Transformational Initiatives

<table>
<thead>
<tr>
<th>Table D.1. Pricing Model Framework</th>
</tr>
</thead>
<tbody>
<tr>
<td>Service Delivery</td>
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<tr>
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<tr>
<td>Base Service</td>
</tr>
<tr>
<td>Other Services</td>
</tr>
<tr>
<td>Governance Model</td>
</tr>
<tr>
<td>Transformation</td>
</tr>
</tbody>
</table>

**D.2.** Describe how the Respondent's proposed Pricing Model in Table D.1 meets the Pricing Model objective of **Value**.

a) Describe how the Respondent’s Pricing Model incorporates a “win-win” mindset with a strong alignment of the Service Provider’s Management Fee and Transformation Performance Incentives to the State’s Desired Outcomes.

b) Describe incentives the Respondent is proposing as part of the Respondent’s Pricing Model. Why did the Respondent select these incentives? How do these incentives drive the appropriate behaviors from both parties to achieve the Desired Outcomes?

c) Describe the Respondent’s organization’s capacity to enable continuous improvement and future transformational opportunities as it relates to the Respondent’s proposed Pricing Model.

**D.3.** Describe how the Respondent's proposed Pricing Model in Table D.1 meets the Pricing Model objective of **Cost Containment** within annual budgets.

a) Describe how the Respondent’s Pricing Model enables cost containment within evolving
<table>
<thead>
<tr>
<th>Response Page # (Respondent completes)</th>
<th>Item Ref.</th>
<th>Section D—Qualitative Pricing Model Framework Items</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>annual budgets for each of the Authorized Entities.</td>
</tr>
<tr>
<td>D.4.</td>
<td></td>
<td>Describe how the Respondent’s proposed Pricing Model in Table D.1 meets the Pricing Model objective of Flexibility.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>a) Describe how the Respondent’s Pricing Model enables maximum flexibility for individual Authorized Entities to utilize the Contract for the services that best suit their needs.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>b) Describe how the Respondent’s Pricing Model enables permanent and temporary changes to Base Services and Other Services.</td>
</tr>
<tr>
<td>D.5.</td>
<td></td>
<td>Describe how the Respondent’s proposed Pricing Model in Table D.1 meets the Pricing Model objective of Scalability.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>a) Describe how the Respondent’s Pricing Model drives scalability and increasing value as the number of Authorized Entities Onboard to the Contract.</td>
</tr>
<tr>
<td>D.6.</td>
<td></td>
<td>Describe how the Respondent’s proposed Pricing Model in Table D.1 meets the Pricing Model objective of Transparency.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>a) Provide the breakdown of the direct and indirect costs that make up each component of the Respondent’s Pricing Model at the most detailed level the Respondent is willing to provide.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>b) Describe how the details and disclosures within the Respondent’s Pricing Model enable the State and the Respondent’s organization to collaborate in reducing the costs associated with FM Services.</td>
</tr>
<tr>
<td>D.7.</td>
<td></td>
<td>Describe how the Respondent’s proposed Pricing Model will be incorporated into the Governance process for developing mutually agreed annual operating budgets for Authorized Entities that address the cost targets and service levels for each entity over the life of the contract.</td>
</tr>
<tr>
<td>SCORE (for all Section D—Qualifications Pricing Model Framework above):</td>
<td></td>
<td>(maximum possible score = 20)</td>
</tr>
</tbody>
</table>
SECTION E: ORAL PRESENTATION. The Respondent must address all items detailed below and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Respondent must also detail the response 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 E—Oral Presentation Items:

**RESPONDENT LEGAL ENTITY NAME:**

### Section E—Oral Presentation Items

<table>
<thead>
<tr>
<th>E.1. Item I (Respondent Presentation) - Allocated Time: 1 hour, 30 minutes</th>
</tr>
</thead>
<tbody>
<tr>
<td>i. Introduce team members and structures</td>
</tr>
<tr>
<td>ii. Clarify specific roles of key team members</td>
</tr>
<tr>
<td>iii. Present and discuss the Respondent’s visit to one of the Sites. This Site will be specified to all Respondents prior to the Oral Presentation in accordance with RFP Section 5.2.1.6.</td>
</tr>
<tr>
<td>iv. Present why the Respondent’s team should be awarded the Contract.</td>
</tr>
<tr>
<td>v. Conduct a brief presentation as if the Respondent is speaking to employees who are about to transition to the Respondent’s company.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Item 2 (Discussion) – Allocated time: 1 hour</th>
</tr>
</thead>
<tbody>
<tr>
<td>vi. Questions from the State</td>
</tr>
<tr>
<td>vii. Other Questions, Answers, and Clarifications</td>
</tr>
</tbody>
</table>

**SCORE (for all Section E—Oral Presentation Items above):**

(maximum possible score = 10)

---

**State Use – Evaluator Identification:**

---

**State Use – Solicitation Coordinator Signature, Printed Name & Date:**
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 goods or services defined in the Scope of Services of the RFP Attachment 6.10., Pro Forma Contract. The Cost Proposal shall remain valid for at least one hundred eighty (180) 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.

Fill out the protected spreadsheet attached to this RFP (titled “RFP 32110-17103 Attachment 6.3 Cost Proposal”) in order to provide the Year 1 Operations Budget, Estimated Savings Percentage, and Annual Amortized Equipment Cost. There are three scenarios outlined to account for tiers and potential economies of scale. Note the instructions to provide the actual values for the factors described in RFP Attachment 6.2 – Section D (Qualitative Pricing Model Framework).

Cost breakdowns and pricing methodology must be calculated in accordance with the Respondent’s proposal to RFP Attachment 6.2, Section D (specifically Section D.6). Failure to comply with this requirement will deem your Proposal to be non-responsive.

Specific details about completing the spreadsheet can be found in the ‘Instructions’ tab of the spreadsheet.

<table>
<thead>
<tr>
<th>The Solicitation 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.</th>
<th>Raw Cost Proposal Total: (sum of Cost Operations Budgets for each site in the spreadsheet for all three scenarios)</th>
<th>Lowest Cost of Qualified Cost Proposals X 15 (maximum possible score) = SCORE:</th>
</tr>
</thead>
</table>

RAW COST PROPOSAL TOTAL

NOTICE:
The Agencies and Campuses outlined in the spreadsheet and being used for site visits are for evaluation purposes only. These Agencies and Campuses being included in this exercise does NOT and should NOT be construed as any type of guarantee that the agency or campus will choose to utilize all or any of the Services outlined in this Contract. The use of these sites for site visits and evaluation shall NOT create rights, interests, or claims of entitlement in the Respondent.

Notwithstanding the cost items herein, pursuant to Pro Forma Contract Section C.1. (refer to RFP Attachment 6.10.), “The State does not guarantee that it will buy any minimum quantity of goods or services under this Contract.”

This Cost Proposal must be signed, in the space below, by an individual empowered to bind the Respondent 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 Respondent.

<table>
<thead>
<tr>
<th>RESPONDENT SIGNATURE:</th>
<th>PRINTED NAME &amp; TITLE:</th>
</tr>
</thead>
<tbody>
<tr>
<td>DATE:</td>
<td>RESPONDENT LEGAL ENTITY NAME:</td>
</tr>
</tbody>
</table>

RFP #32110-17103
page 45
## SCORE SUMMARY MATRIX

<table>
<thead>
<tr>
<th>Score Category</th>
<th>Respondent Name</th>
<th>Respondent Name</th>
<th>Respondent Name</th>
<th>Average:</th>
<th>Average:</th>
<th>Average:</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>GENERAL QUALIFICATIONS &amp; EXPERIENCE</strong> (maximum: 5)</td>
<td>EVALUATOR NAME</td>
<td>EVALUATOR NAME</td>
<td>EVALUATOR NAME</td>
<td></td>
<td></td>
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</tr>
<tr>
<td><strong>TECHNICAL QUALIFICATIONS, EXPERIENCE &amp; APPROACH</strong> (maximum: 50)</td>
<td>EVALUATOR NAME</td>
<td>EVALUATOR NAME</td>
<td>EVALUATOR NAME</td>
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</tr>
<tr>
<td><strong>QUALITATIVE PRICING MODEL FRAMEWORK</strong> (maximum: 20)</td>
<td>EVALUATOR NAME</td>
<td>EVALUATOR NAME</td>
<td>EVALUATOR NAME</td>
<td></td>
<td></td>
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</tr>
<tr>
<td><strong>ORAL PRESENTATION</strong> (maximum: 10)</td>
<td>EVALUATOR NAME</td>
<td>EVALUATOR NAME</td>
<td>EVALUATOR NAME</td>
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</tr>
<tr>
<td><strong>COST PROPOSAL</strong> (maximum: 15)</td>
<td>SCORE:</td>
<td>SCORE:</td>
<td>SCORE:</td>
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<tr>
<td><strong>TOTAL RESPONSE EVALUATION SCORE</strong> (maximum: 100)</td>
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</tr>
</tbody>
</table>

Solicitation Coordinator Signature, Printed Name & Date:
STATEMENT OF INTENT

1. Shared Vision Statement

We collaborate as good stewards for the citizens of Tennessee to provide customer centric services that drive excellence in facilities and grounds management, accomplished through empowered and engaged employees who innovate and optimize both processes and technology resulting in better service at lower cost.

2. Guiding Principles

   a. Reciprocity
   We will make exchanges, whether large or small, that are mutually beneficial. We will share the burdens of risk mitigation, and will not require actions or commitments of the other that we, ourselves, are not willing to return. We will seek ways to make the relationship fair and balanced to ensure that all solutions are for the mutual benefit of each party and the relationship.

   b. Autonomy
   Neither party will use its power to coerce the other to make a decision that is against its best interests and those of the relationship. We will strive for information transparency to enable good decision making. We will work together, having an equal voice, in defining opportunities and resolving challenges. We recognize that working as equals enhances our ability to reach our Shared Vision and mutually agreed Desired Outcomes.

   c. Honesty
   We will have accurate, authentic and transparent communications at all levels within the relationship. While acknowledging our own experiences, we will clearly separate facts from opinions and perceptions. We will seek to understand the reason behind a question in order to give a relevant and truthful answer. We will collaboratively choose a system of record as the source of data and reporting to assure consistent and accurate information. We will fully disclose all relevant information to achieve the shared objectives.

   d. Loyalty
   We recognize that there will be times when our relationship is tested, but we are committed to standing together to overcome these challenges. By working together, each party stands the best chance of reaching the Shared Vision.

   e. Equity
   We acknowledge that some situations will require an unequal distribution of benefits for risks taken or investments made. We will strive to be fair and balanced in alignment with the value, risk or investment made into the relationship by each party. When we face unpredictable situations that have not been defined in our initial contract, we will work within our governance structure to remedy any identified inequities.

   f. Integrity
   We acknowledge that in order to build trust in the relationship and to achieve extraordinary results, individuals must align their words and their actions and must continually make decisions that are consistent with our Shared Vision and values. We will not tolerate arbitrary decision-making, nor one person (or several people) saying one thing while doing another.

3. Statements of Intended Behavior

   a. Safety
   We will have a safety first culture that meets or exceeds all applicable rules, policies and regulations, and that encourages our people to speak up, report and mitigate any potential safety incidents. We will celebrate zero incidents.
b. Trust and Confidence
We commit to having open and safe interactions that allow for constructive feedback. We will demonstrate accountability by delivering on our commitments.

c. Customer Centric
We recognize that empowered and engaged employees are at the forefront of providing customer service and creating customer centric solutions. We empower employees to recognize service shortcomings and initiate corrective actions. We will continuously seek customer feedback to assess and improve the services to the state. We will be accountable to both our internal and external customers.

d. Courtesy and Respect
In support of our Shared Vision, together we commit to treat every personal interaction with courtesy and mutual respect. We will commit to promote human dignity, equality and a culture of civility in our day to day actions.

e. Communication
We will engage in mutually defined and proactive dialogue. We will promote information transparency within a safe, productive, respectful and collaborative environment. We commit to excellence in communication, unified reporting, and team accountability. We will seek win-win solutions and mutually celebrate achievements.

f. Flexibility
We will be fair and flexible, driven by transparency, to address evolving business requirements to achieve our Shared Vision. We will seek opportunities to adapt service delivery to the unique needs of the customer.

g. Innovation
We will mutually commit to creating an environment of continuous improvement through the active pursuit of innovation to identify areas of cost savings, efficiency gains and enhanced sustainability. We will invest in leading edge technology, research and training. Our goal is to eliminate siloed, antiquated thinking and processes that prevent improvement and inhibit best in class performance. We will celebrate and incentivize innovation.
GUARDRAILS

In the Vested Method, Guardrails are agreement boundaries or structured parameters that can block the parties from developing a formalized agreement on which to frame the business relationship. Guardrails provide the team that is drafting the agreement with the authority to develop a deal within the clearly stated boundaries. If the parties successfully define and establish an agreement within the Guardrails, the risk of last minutes surprises is greatly reduced, as by design, the agreement is within boundaries already established.

The State has set forth the following Guardrails that the Respondent’s Solution must meet as part of their Responses and in the Contract. The State’s Guardrails should be considered non-negotiable and the Respondent’s Solution should clearly incorporate how the Respondent will meet each of the State’s Guardrails.

Below are the State’s Guardrails:

1. All current State employees will be retained with Total Equitable Compensation
2. All workers must be verified as legal residents of the United States
   a. Mandatory background check (unless exempted by job classification)
   b. Identity and basic employee information to be available to the State
   c. Contractor must sign and submit an attestation semi-annually that the Contractor and any subcontractors are not knowingly employing illegal immigrants.
3. Supplier employees subject to same facility rules and regulations as state employees – varies by institution / facility
4. Mandatory safety training / licenses / certifications be properly maintained and reported as specified and required by federal, state and local government
5. Functions to be subcontracted must be understood/approved by governance team
   a. Request intentions be specified in PA
6. The Contractor must register with the TN Department of Revenue
7. The Contractor shall comply with all applicable state and federal laws and regulations in the performance of this Contract
8. Maximum contract length is 5 years and 5 one-year extensions
9. The contract must be scalable to accommodate additions and deletions in scope (number of locations and services to be delivered (State of TN regulations will be determining factor)
10. Supplier must service all locations in State’s scope
### DESIRED OUTCOMES AND REQUIREMENTS ROADMAP

The final Requirements Roadmap will be developed in conjunction with the Awarded Contractor and will become part of the Contract.

<table>
<thead>
<tr>
<th>Desired Outcomes</th>
<th>Performance</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Objective</strong></td>
<td><strong>Standard</strong></td>
</tr>
<tr>
<td>Ensure both interior and exterior spaces meet agreed-upon appearance standards</td>
<td>Establish standards and scope for facilities and grounds maintenance within X months</td>
</tr>
<tr>
<td></td>
<td>Validate work against standards, correct deviations and report through Quality Assurance (QA) process X often.</td>
</tr>
<tr>
<td>Meet or exceed agreed-upon service levels for routine and priority service requests</td>
<td>Review / examine work requests for Remedial Maintenance (RM) and other requests by priority and measure against agreed-upon standards</td>
</tr>
<tr>
<td>Maximize asset life cycle</td>
<td>Inventory all assets and determine asset conditions and age within X months and update annually</td>
</tr>
<tr>
<td></td>
<td>Prescribe Preventative Maintenance (PM) and schedules for all assets and generate PM schedule within X months and update as agreed</td>
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<tr>
<td></td>
<td>Perform Cost-Benefit analysis for RM and PM identified issues to repair vs. replace, and implement agreed-upon corrective actions</td>
</tr>
<tr>
<td>Determine the condition of the facilities under management</td>
<td>Provide facility inspections of all facilities annually</td>
</tr>
<tr>
<td>Ensure continuity of systems and services</td>
<td>Eliminate controllable unplanned downtime</td>
</tr>
<tr>
<td>Adhere to regulatory and code requirements</td>
<td>100% of applicable staff will attend codes training</td>
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<td></td>
<td>Reduce violations to zero within agreed time period and maintain thereafter</td>
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<tr>
<td>Utilize safety and risk management programs to reduce incidents</td>
<td>100% of staff attend applicable safety training</td>
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<td>Reduce safety incidents to level below previous year</td>
</tr>
<tr>
<td>Achieve optimal cost savings within responsible budgets</td>
<td>Achieve annual X% savings of approved annual plan</td>
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<td>Achieve X% diversity spend of total annual spend</td>
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<td></td>
<td>Annually establish benchmarked budget standards</td>
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<tr>
<td>Identify current space usage opportunities</td>
<td>Biannual reporting of all buildings ≥ 20k sq. ft.</td>
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<tr>
<td>Reduce the State’s environmental footprint</td>
<td>Reduce energy consumption per sq. ft. by X% of baseline</td>
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<td></td>
<td>Reduce water usage by X% of baseline</td>
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<td></td>
<td>Reduce landfill waste by X% of baseline</td>
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<tr>
<td></td>
<td>Establish and maintain site specific recycling programs where appropriate</td>
</tr>
<tr>
<td></td>
<td>100% of storm / waste water management permits by due date</td>
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<tr>
<td>3</td>
<td>Foster an environment and culture that promotes flexible customer centric solutions</td>
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<td>Be accountable for service delivery to requestors and affected parties</td>
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<td></td>
<td>Improve customer satisfaction</td>
</tr>
<tr>
<td></td>
<td>Establish a customer service training program</td>
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<tr>
<td>4</td>
<td>Enable employees to be engaged, motivated and innovative</td>
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<td></td>
<td>Provide employment growth opportunities</td>
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<td></td>
<td>Provide guardrails to empower employees</td>
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<tr>
<td></td>
<td>Establish and maintain a high level of employee morale to ensure engagement</td>
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<tr>
<td>5</td>
<td>Sustain collaboration, transparency and programs that inspire public trust</td>
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<tr>
<td></td>
<td>Publicly communicate accurate and informative results of key metrics</td>
</tr>
</tbody>
</table>
GOVERNANCE ROLE DESCRIPTIONS

The State is committed to providing State resources for the roles outlined below to jointly govern the Statewide Contract. The State intends to at least have a Relationship Executive and an Operations Executive in place by the Effective Date of the Contract. As Authorized Entities are added to the Contract, additional governance roles will be transitioned as indicated in Contract Attachment M. It is the State’s expectation that the Awarded Contractor will provide appropriately aligned resources.

1. Relationship Executive
   The Relationship Executive’s role is to lead and facilitate the governance of the relationship, promoting the intent and objectives of both parties over the term of the agreement. The Relationship Executive’s primary role is to manage the overall relationship, providing leadership, advice, and guidance during term of the agreement. The Relationship Executive is jointly responsible for the promotion and diffusion of the Shared Vision, Statement of Intent and Guiding Principles across their respective organizations.
   Additional responsibilities include the following:
   • Monitor and direct long term program performance, growth and alignment
   • Serve as the bridge contact for the State Procurement Authorities (SPAs) (i.e., General Government, UT System, TBR System & LGI)
   • Support transformation and continuous improvement programs
   • Participate in selection of key personnel
   • Participate in governance meetings
   • Monitor and report on overall relationship health to internal and external stakeholders
   • Transition oversight and management
   • Serve as the primary conduit to the Board, and as the counterpoint to the two-in-a-box Awarded Contractor peer

2. Operations Executive
   Operations Executives are responsible for all operational elements of the relationship, including business strategy, responsive customer service and performance against the scope of work for the specific SPA. The role is to ensure that service delivery complies with operational business requirements as well as other elements that might have an impact on the current and future scope of work of the relationship. The Operations Executive is jointly responsible for the promotion and diffusion of the Shared Vision, Statement of Intent and Guiding Principles across their respective organizations.
   Additional responsibilities include the following:
   a. Operational Governance
      • Maintain consistency of approach as for operational decision-making and issue resolution
      • Resolve audit findings, evaluate and mitigate risks in scope of the relationship
      • Ensure that agreed communication channels are operating efficiently
      • Develop recommendations and oversee changes in the operational framework
      • Support a seamless and successful insight-led / people-driven operational governance
      • Serve as the counterpoint to the two-in-a-box Awarded Contractor operations peer.
      • Post transition, review potential contract adjustments based on customer centric requirements and on changes in business environment, and coordinate with Commercial Manager
   b. Operational Performance Management
      • Monitor program performance as per the agreed operational metrics
      • Escalate appropriate operational performance issues
      • Responsible for operational performance reporting

3. Transformation Executive
   The Transformation Executive is responsible for the oversight of all transformational elements of the relationship, including driving ideas, innovations, and process changes in the relationship. The primary role is to promote overall awareness, education, value proposition, and on-boarding process. The role is to ensure that such transformation complies with internal and external requirements as well as other transformational elements that might have an impact on current and future commercial terms and conditions of the relationship.
This role is structured in a “two-in-the-box” manner, where the Transformation Executive oversees transformational activities and provides leadership, advice, and guidance over the duration of the relationship by working closely and collaboratively with his/her peer. The Transformation Executive is jointly responsible for the promotion and diffusion of the Shared Vision, Statement of Intent, and Guiding Principles across their respective organizations. Additional responsibilities include the following:

- Overall Transformation Management stewardship
- Maintain consistency of approach for innovation and transformation
- Collect ideas for innovation and transformation
- Lead the prioritization and approval of ideas within the joint innovation portfolio
- Lead the prioritization and approval of projects within the transformation pipeline
- Propose value to be shared after investment recovery and define payout mechanisms
- Promote and foster a culture of sustainable innovation between both organizations
- Watch trends in market and service delivery to proactively drive improvement opportunities
- Ensure that agreed communication channels are operating efficiently
- Monitor transformational performance as per the agreed transformational metrics
- Escalate significant transformational performance gaps to the Board

4. **Commercial Manager**

Commercial Managers are responsible for all commercial and contractual elements of the relationship, including legal topics, relationship economics, responsive customer service and approach to value. They are jointly responsible for the promotion and diffusion of the Shared Vision, Statement of Intent, Guiding Principles and Partnership Commitments across their respective organizations. In addition, they serve as the counterpoint to their two-in-a-box Awarded Contactor operations peer. Additional responsibilities include the following:

a. Commercial Governance

- Ensure consistency of approach as for commercial decision-making and issue resolution
- Receive and resolve commercial issues submitted by local end-users or regional staff
- Ensure relationship full compliance with internal and external requirements
- Internal & external communication of commercial concerns

b. Other Duties

This function manages scope/pricing changes and ensures that the actual agreement stays up to date as the business needs and pricing assumptions change. The Commercial Manager’s primary role is to keep the agreement in alignment to actual business needs and environment. As such, they oversee the change management process of the agreement and to keep the master record of the current agreement, Participating Addendums, and past and pending amendments.

- Monitor and manage the commercial and contractual aspects of the agreement
- Ensure commercial issues are properly escalated within the governance process and resolved
- Review change requests, track open/closed requests, route change requests through the approval and review process, implement changes to the agreement
- Manage escalations related to the Contract and Participating Addendums through the governance boards
- Drives service excellence and supports transformation efforts through appropriate contractual and commercial arrangements
- Manages the pricing model and pricing reviews (minimum annual pricing review)
- Audit and provides input to improvement initiatives and business cases

5. **Transition Executive**

Transition Executives are responsible for engaging stakeholders into any “transition to the new”. In addition to serving as the counterpoint to their two-in-a-box Awarded Contactor operations peers, they work with Provider Transition Teams to provide cross-site assistance to support and ultimately own the implementation. The Transition Executive is jointly responsible for the promotion and diffusion of the Shared Vision, Statement of Intent and Guiding Principles across their respective organizations. Additional responsibilities include the following:
• Support and ultimately own the implementation of transition initiatives
  – Help create scalable solutions that build upon the Desired Outcomes and Statements of Objective
  – Collaborate with Provider to plan the transition, manage risk during the transition, and generate (appropriate) reports after transition
  – Work with Authorized Entity human resources department to identify Transition Employees and assist in their transition
  – Educate State stakeholder representatives through the transition process and assist them in identifying and creating the right transition team
    • Ensure program Key Personnel numbers and talent at each location
  – Work with Provider’s Transition Teams to provide cross site assistance
  – Ensure timelines and deliverables are fully delivered with mutually agreed upon schedule
  – Escalate significant transitional performance gaps
  – Trigger commercial structure adjustments against changes in business environment
  – Assist in the setup and coordination for collecting the required facility assessments, data collection, etc.
  – Ensure Authorized Entity and supplier are working within the scope of the Transition Plan
• Work with their two-in-a-box peer to lead and champion the communications with regard to every aspect of transition
  – Assist with change management communication with key internal stakeholders
  – Serve as site by site primary communicator for the State
  – Strive to maintain transparency through the transition process
• Support the Commercial Manager in the assessment of program value realization
• Support the Relationship Executive in the collection and aggregation of relational metrics (as it relates to transition success)
• Support the Transformation Executive in the collection and aggregation of transformational metrics, and the approval, prioritization and execution of the transformation portfolio.
SITE VISIT AGENDA

Prior to visit, all of the above information shall be provided to the Solicitation Coordinator:

- **One week** in advance of scheduled initial day of the site visit:
  - Entity to provide all available information listed on the Institutional Profile template (attached)
  - Entity to provide easily printable campus map
  - Entity to provide list of all requirements for dress code, personal protection (hard hats, eyes, steel toe boots, etc.) and overall personal conduct, including any "dos & don'ts" if applicable
  - Respondents to provide list of attendees and roles
    - For visit to state prison site, attendees and roles must be supplied **2 weeks** in advance

- **Three business days** in advance of scheduled initial day of the site visit:
  - State to advise Entity staff of the Respondent and State representative(s) that will attend
  - Entity to confirm names and role of Entity attendees for meetings, and of the individuals who will serve as the tour leaders for the individual tours of the facilities. These individuals should be the management personnel in charge of the following general areas:
    - Custodial
    - Grounds
    - Maintenance and Repair
  - Entity to provide time and location of Initial Meeting, and details on access to campus, parking, etc.

**Daily Kick-off Meeting:**
The goal of this initial kick-off meeting is for all parties to gain a solid understanding of the current operations, any special needs buildings/areas, the current approach to service (i.e. what work is done on what shift, what kind of supervision structure is in place), etc. For larger sites, it is estimated that this meeting should be approximately 60-90 minutes long. Specific areas to be covered include:

- Sign in sheet, visitor passes etc.
- Presentation by the head of facilities for the Entity that outlines the tour schedule, reminders about ground rules, overview of the campus or site, as well as general and unique facts
- Introduce lead personnel and tour leaders for the Grounds, Custodial and Maintenance & Repair teams
- Provide the schedule for breaks and lunch
- Provide any additional information or hand-outs if needed
- Sufficient time to be allocated at the conclusion of the session for Q&A from attendees

For any kick-off meetings on subsequent days, the primary purpose will be to cover that day's schedule and agenda, and any issues raised by any attendee.

**Property & Building Tours:**

- There will be three distinctive tours of all interior and exterior properties including grounds and parking lots, as outlined below.
  - Custodial tours of all interior spaces, including classrooms, lecture halls, resident buildings, athletic facilities, science buildings, library, laboratories, medical facilities, common areas, storage areas, work rooms, etc., with attention to examples of level of service currently provided
  - Mechanical Maintenance tours of exterior and interior buildings including mechanical and electrical spaces, central power plant, athletic facilities, science and research facilities, roofs, shops offices, classrooms, resident buildings, specialty buildings, etc.
  - Grounds tours of all exterior buildings, shops, athletic fields, parking facilities and other hardscape and landscaping, with attention to athletic areas, sports fields, degree of flower beds, mulch, flowers, etc.
  - Special events: During the tours, Respondents should be informed about coverage and clean-up for special events. Examples include sporting events, conferences, theatre, etc.
• Additional tour instruction:
  o Recommendations from Qualified Respondents:
    ▪ It is recommended to set frequent stopping points for Q&A, but to limit ongoing
      questioning during the actual site inspections for flow, fairness and transparency
    ▪ Where the tour leader is comfortable answering the question, they should do so,
      as long as everyone can hear both the question and the answer
    ▪ If the tour leader is not comfortable answering the question, then the Tour Leader
      should make a note, and the question can be raised in the Wrap-Up session at
      the end of the day
  o The tour leaders will need to have access to the buildings, as well as mechanical spaces
  o The tours do not need to walk every inch of the campus. The focus should be on
    representative samples of the buildings, floor types, mechanical rooms, general state of
    repair, etc. Especially on the larger sites, the tour should include any facility or areas
    such as research, historic buildings, restricted access, etc. that have special
    requirements or may need a unique approach to facility management.
  o Flexibility: the tour leaders should give flexibility to the attendees to define what they
    need to see. If any Respondent attendee wants to see a specific space, then the group
    as a whole must visit that space. Once all Respondents agree that they have enough
    information, as it relates to responding to the RFP, then the tour can end.
  o During these tours, photos can be taken unless otherwise instructed by the site personnel
    (as specified in the RFP)

Wrap-Up and Q&A
• At 4:00PM (or an alternate time as agreed upon by all parties) each day, the entire group that
  gathered for the initial meeting will convene at the initial location (or an alternate location, as
  appropriate)
• All questions that were not answered by the tour leaders will be raised to the group:
  o If answers can be provided by individuals in the room, the questions will be answered
    verbally
  o If external inputs are needed, the State representative will be responsible for recording
    the questions, and the answers will be provided in writing to all attendees as part of the
    second Written Questions & Comments period, as outlined in RFP Section 2, Schedule of
    Events.
• If the group is scheduled to meet again the following day, arrangements for that day’s kick-off
  meeting are to be confirmed, and this sequence will be essentially repeated for that day.
  o Any adjustments to the agenda and timing should be discussed and agreed upon by all
    parties
• If this is the last day of the site visit, the site visit will be concluded when the Q&A is complete.

Institutional Profile Template
Below is the information requested by the Respondents in order to provide the best possible cost
estimates. The State is working with the Authorized Entities to gather as much of this information as is
available and distribute it to the Respondents in advance of the site visits.

Data
☐ FY 16 actual spend for all Facility Management services provided, including fully loaded costs for
  employee salaries and benefits, all subcontracted costs, etc. Cost of energy and utilities
  should not be included.
☐ FY 17 Budgets
☐ Capital Maintenance project description and costs for the past three years
☐ 3rd party (Subcontractor) invoices for the past three years
☐ Work order history including remedial and preventative maintenance for one year
☐ Campus specific mapping of gross square feet (GSF) and space type by building
☐ Most recent master plan
☐ Utilization or primary use of each building
☐ Number of service days per week by building
☐ “Population” information for each site by building.
- For Higher Ed: Total number of students, total number of resident students, total number of on-site faculty and staff, etc.;
- For Corrections: total number of inmates, total on-site staff;
- For K-12 (Specialty Schools): total number of students, total number of boarded students, total staff, etc.

- Listing of types of special events to be supported
  - Average campus attendance for these events and annual number of events
- Roads & Grounds: total acres and maintainable acres breaking out hardscape and greenscape
- Current FM scope of work for the site – short narrative description for Maintenance & repairs, custodial, and grounds
- Describe Central Power Plant specifications (if in current FM scope for this Entity)

**Personnel**
- Org chart of positions with descriptions and current salaries of FM staff including service tenure of employees in these positions
- Benefit load for all of these positions with percentage of employees receiving each insurance option (self, self-plus spouse, etc.)
- List of open positions

**Equipment Information**
- Building equipment lists by facility campus - by building with age of equipment. Lists should include such equipment as HVAC, pumps, pool equipment, etc.
- Movable equipment list (mowers, trucks, chainsaws, golf carts, scissor lift, etc.)

**Higher Ed institution Service Levels (does not apply to General Government)**
- Higher Ed institutions to provide profiles of APPA service levels by building type and use
RFP # 32110-17103 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, CENTRAL PROCUREMENT OFFICE
AND
CONTRACTOR NAME

This Contract, by and between the State of Tennessee, Department of General Services, Central Procurement Office (“State”) and Contractor Legal Entity Name (“Contractor”), is for the provision of Facilities Management Services (“FM Services”), as further defined in the “SCOPE.” State and Contractor may be referred to individually as a “Party” or collectively as the “Parties” to this Contract.

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:

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

<table>
<thead>
<tr>
<th>TERM</th>
<th>DEFINITION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Awareness/Value Proposition</td>
<td>Where the Contractor works with Authorized Entities to help them make the decision if they would like to utilize the Contract. This includes determining the customer centric Solution that each Authorized Entity desires.</td>
</tr>
<tr>
<td>Authorized Entity</td>
<td>Authorized Entities include the following: state agencies; state governmental entities including the legislative branch, the judicial branch, the board of trustees of the University of Tennessee system, the Tennessee board of regents system, and the state university boards; local governmental units within the State of Tennessee; any private nonprofit institution of higher education chartered in this state; and, any corporation which is exempted from taxation under 26 U.S.C. § 501(c) (3), as amended, and that contracts with the Department of Mental Health and Substance Abuse Services to provide services or support to the public (Tenn. Code Ann. § 33-2-1001).</td>
</tr>
<tr>
<td>Contract</td>
<td>This Statewide Contract between the CPO and the Contractor that is considered the Master Agreement governing any Participating Addendums signed by Authorized Entities in order to utilize the FM Services provided by the Contractor.</td>
</tr>
<tr>
<td>Contractor</td>
<td>The Respondent that is awarded the Contract.</td>
</tr>
<tr>
<td>CPO</td>
<td>Central Procurement Office, Department of General Services</td>
</tr>
<tr>
<td>Desired Outcomes</td>
<td>The State’s business goals for the FM Services project. Desired Outcomes are expressed in a limited set of high level objectives and metrics with explicit definitions for how success is measured and incented in a mutually beneficial long term relationship. Reference Contract Attachment D.</td>
</tr>
<tr>
<td>Effective Date</td>
<td>As defined in Contract Section B.1 and Contract Attachment N, PA Section 4.</td>
</tr>
<tr>
<td>Element</td>
<td>Description</td>
</tr>
<tr>
<td>-------------------------</td>
<td>-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Element</td>
<td>The schedules and exhibits that make up a Vested® contract. Further described in Contract Section A.2.</td>
</tr>
<tr>
<td>Exit Management Plan</td>
<td>Reference Contract Section A.2.9 and Contract Attachment J</td>
</tr>
<tr>
<td>Facility</td>
<td>The building, site, location, or grounds owned or leased by the Authorized Entity where work is requested and will be completed.</td>
</tr>
<tr>
<td>FM Services</td>
<td>Facilities Management Services that will be delivered by the Contractor to the Authorized Entities who sign a PA over the Term of the Contract.</td>
</tr>
<tr>
<td>Governance</td>
<td>Reference Contract Section A.2.7. and Contract Attachments H and L</td>
</tr>
<tr>
<td>Guardrail</td>
<td>An agreed boundary, legal or other requirement, or structured parameter that each are predetermined conditions to executing the Contract.</td>
</tr>
<tr>
<td>Guiding Principles</td>
<td>State how the parties will act and how they will behave in relation to one another when establishing and living in the relationship.</td>
</tr>
<tr>
<td>In-Scope Services</td>
<td>The FM Services as outlined in Contract Section A.10 of this Contract,</td>
</tr>
<tr>
<td>Joint Management</td>
<td>The middle level in the Governance structure as outlined in Contract Attachment L.</td>
</tr>
<tr>
<td>Joint Board of Advisors</td>
<td>The top level in the Governance structure as outlined in Contract Attachment L.</td>
</tr>
<tr>
<td>KPI</td>
<td>Key Performance Indicators are the metrics used to measure or evaluate performance which, in the context of this Contract, refers to the factors that are crucial to the successful delivery of FM Services that best meet the requirements and changing needs of the Authorized Entities. KPIs within the FM Services Contract will be aligned with the Desired Outcomes and Objectives described in this Contract</td>
</tr>
<tr>
<td>LGI</td>
<td>Locally Governed Institutions. The six universities that were separated from TBR as a result of the Focus on College and University Success (FOCUS) Act: Austin Peay State University, East Tennessee State University, Middle Tennessee State University, Tennessee State University, Tennessee Tech University, and the University of Memphis.</td>
</tr>
<tr>
<td>Non-Regular Employee</td>
<td>Any employee that does not meet the criteria to be considered a Regular Employee.</td>
</tr>
<tr>
<td>Objective</td>
<td>A specific result that a person or system aims to achieve within a time frame and with available resources</td>
</tr>
<tr>
<td>Onboard or Onboarding</td>
<td>The process by which the Authorized Entities can consume Potential in-Scope Services and the mechanism to allow other state entities to utilize In-Scope and Potential In-Scope Services over the Term of the Contract and is more particularly described in A.12 of this Contact; Onboarding includes three distinct components: Awareness/Value Proposition, PA and Transition Period.</td>
</tr>
<tr>
<td><strong>PA</strong></td>
<td>Participating Addendum. A written statement of agreement signed by the Contractor and an Authorized Entity that clarifies the operation of this Contract for the Authorized Entity. A Participating Addendum evidences the Entity’s willingness to purchase and the Contractor’s willingness to provide services under the terms and conditions of this Contract with any and all exceptions noted and agreed upon.</td>
</tr>
<tr>
<td><strong>Performance Management Plan</strong></td>
<td>Reference Contract Section A.2.5 and Contract Attachment E</td>
</tr>
<tr>
<td><strong>Performance Measures</strong></td>
<td>The operational and financial KPIs will be used to determine payments and other incentives associated with the Performance Fee. Performance Measures are expected to be aligned and measure the degree to which the Authorized Entities are achieving their Desired Outcomes in the receipt of FM Services provided by the Contractor</td>
</tr>
<tr>
<td><strong>Performance Standards</strong></td>
<td>Established measures of success which support and are aligned to the Objectives</td>
</tr>
<tr>
<td><strong>Potential In-Scope Services</strong></td>
<td>The FM Services as outlined in Contract Section A.11.</td>
</tr>
<tr>
<td><strong>Preventative Maintenance</strong></td>
<td>The servicing of real or personal property for the purpose of maintaining it in optimal working condition while still functional to prevent failure or defect. Reference Contract Section A.3.3</td>
</tr>
<tr>
<td><strong>Pricing Model</strong></td>
<td>The FM Services related costs which include the total fiscal year costs associated with: the Base Services amount; the Other Services amount; the cost of governance; and the Transformation component. Reference Contract Section A.2.6 and Contract Attachment F.</td>
</tr>
<tr>
<td><strong>Regular Employee</strong></td>
<td>An employee who receives benefits and is employed for a period expected to be twelve (12) months or more and work thirty (30) plus hours per week. This includes employees that perform both exempt and non-exempt roles in selected services.</td>
</tr>
<tr>
<td><strong>Remedial Maintenance</strong></td>
<td>Repairs that are done in response to an identified issue or problem. Reference Contract Section A.3.2.</td>
</tr>
<tr>
<td><strong>Requirements Roadmap</strong></td>
<td>A tool used in the Vested® Method to link to link the Desired Outcomes, Statements of Objective, and Performance Standards as further described in Section A.2.4 and Contract Attachment D.</td>
</tr>
<tr>
<td><strong>Shared Vision Statement</strong></td>
<td>Outlines a common understanding of what the future looks like for both organizations and how the organizations want to focus their shared attention to achieve the objectives.</td>
</tr>
<tr>
<td><strong>Statement of Intended Behaviors</strong></td>
<td>Supports the Guiding Principles by encouraging collaborative behaviors. They are jointly agreed-to behaviors and expectations of how the parties will treat one another in the relationship.</td>
</tr>
<tr>
<td><strong>Statement of Intent</strong></td>
<td>Reference Contract Section A.2.2 and Contract Attachment C</td>
</tr>
<tr>
<td><strong>Statements of Objective</strong></td>
<td>Reference Contract Section A.2.3 and Contract Attachment D</td>
</tr>
<tr>
<td><strong>Term</strong></td>
<td><strong>Definition</strong></td>
</tr>
<tr>
<td>-----------------------</td>
<td>-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>State Commercial Manager</td>
<td>Contract administrator whose responsibilities are outlined in Contract Attachment L. This term may refer to CPO personnel who administer the Contract, since the State Commercial Manager will not be a role that is filled until governance scales as outlined in Contract Attachment L.</td>
</tr>
<tr>
<td>STREAM</td>
<td>State of Tennessee Real Estate Asset Management, Department of General Services.</td>
</tr>
<tr>
<td>Subcontractor</td>
<td>A vendor, other than the Contractor, that is fulfilling services within the Contract scope of work on behalf of the Contractor, that is approved by the State.</td>
</tr>
<tr>
<td>SWC</td>
<td>Statewide Contract. A source of supply for goods and services for all Authorized Entities who elect to participate by executing a Participating Addendum (Contract Attachment N). Authorized Entities include the following: state agencies; state governmental entities including the legislative branch, the judicial branch, the board of trustees of the University of Tennessee system, the Tennessee board of regents system, and the state university boards; local governmental units within the State of Tennessee; any private nonprofit institution of higher education chartered in this state; and, any corporation which is exempted from taxation under 26 U.S.C. § 501(c) (3), as amended, and that contracts with the Department of Mental Health and Substance Abuse Services to provide services or support to the public (Tenn. Code Ann. § 33-2-1001).</td>
</tr>
<tr>
<td>TBR</td>
<td>The Tennessee Board of Regents System includes Tennessee community colleges and Tennessee colleges of applied technology.</td>
</tr>
<tr>
<td>Term</td>
<td>Reference Contract Section B.1</td>
</tr>
<tr>
<td>Total Equitable Compensation</td>
<td>Total Equitable Compensation is defined to include: salary, defined benefit retirement (or equivalent), 401k matching, and health insurance with similar essential value and equivalent employer contributions. It is expected that salary will be adjusted to offset differences between the benefits previously received from the State and the benefits that will be received from the Contractor in order to make the total compensation equitable.</td>
</tr>
<tr>
<td>Transition Date</td>
<td>The date after the Transition Period when the Contractor starts providing the FM Services outlined in the PA. Reference Contract Attachment N, PA Section 5.</td>
</tr>
<tr>
<td>Transition Employees</td>
<td>Reference Contract Section A.19.a</td>
</tr>
</tbody>
</table>
Transition Period

The period of time from when the agency or campus signs a PA intending to implement Contractor’s services until the Contractor’s services are fully implemented including transferring over associated Scope and Transitioned Employees to the Contractor. The State estimates the length of this period to be approximately ninety (90) calendar days for each portion of the portfolio. This period may run concurrently for some Authorized Entities.

The State envisions this Transition period shall consist of three phases:

i. a 30 day period where the Authorized Entity provides necessary deliverables to Contractor

ii. a 30 day period where the Contractor coordinates and outlines transition plan with that Authorized Entity

iii. a 30 day period where the parties execute the transition plan.

UT

The University of Tennessee System including the campuses at Knoxville, Chattanooga, Memphis, Martin, Tullahoma, and the Institute for Public Services.

Vested® Method

The outcome-based methodology developed by the University of Tennessee that includes incorporating 10 Contractual Elements in the Solution.


The Contractor shall manage the FM Services within an outcome-based contractual framework, ensuring the jointly developed Desired Outcomes, Objectives and Performance Standards are consistently met over the life of the Contract. The State expects that this will create a long term, mutually beneficial relationship based on shared and aligned interests between the Contractor and the Authorized Entities to achieve the State’s Desired Outcomes.

This framework derives from the Vested® Method and incorporates the 10 Contractual Elements as depicted in Figure 1 below.

![Figure 1 – Vested® Agreement Structure](image)

RFP 32110-17103, Attachment 6.10, page 5
A.2.1. **Business Model**

This Contract utilizes an outcome-based business model that ties Contractor payment to mutually agreed boundary-spanning business outcomes. To achieve these business outcomes, the State and Contractor must work together in a highly integrated fashion.

A.2.2. **Statement of Intent**

The State recognizes that the scale and complexity of the Scope of this Contract will require flexibility to meet the diverse and dynamic needs of the various Authorized Entities. For this reason, the State and Contractor have developed a formal Statement of Intent that should be used to guide the State and the Contractor as they navigate success over the life of the Contract (See Contract Attachment C). The Statement of Intent includes three components; a formal Vision Statement, Guiding Principles, and Statement of Intended Behaviors. The purpose of this Statement of Intent is to keep the relationship focused on the Desired Outcomes the State hopes to achieve.

A.2.3. **Desired Outcomes & Statements of Objective**

The State has identified Desired Outcomes and Statements of Objective that shall be the focus of the outcome-based approach and this Contract. The Desired Outcomes that the State and Contractor shall jointly work to achieve in the performance of this Contract can be found in Contract Attachment D.

A.2.4. **Requirements Roadmap**

The State and Contractor shall utilize a Requirements Roadmap throughout this Contract that links the Performance Standards to each of the State's Desired Outcomes and Statements of Objective, as outlined in Contract Attachment D.

It is expected the Desired Outcomes shall remain consistent with Contract Attachment D, but associated Statements of Objective, Performance Standards, and KPIs may vary based on the customer centric needs of each Authorized Entity. Contract Attachment N, PA Section 11 and PA Exhibit 2 is where the Authorized Entity's specific Requirements Roadmap shall be specified.

A.2.5. **Performance Management**

Tracking performance against the Requirements Roadmap is essential to the success of the State and the Contractor. The Performance Management Plan for tracking performance on certain metrics outlined on the Requirements Roadmap can be found in Contract Attachment E.

A.2.6. **Pricing Model**

The Contractor’s Pricing Model shall be the methodology used to calculate the estimated costs and budget for any Authorized Entity that signs a Participating Addendum (“PA”). The Contractor’s Pricing Model can be found in Contract Attachment F. [INSERT HIGH LEVEL OBJECTIVES, ELEMENTS, AND COMPONENTS OF CONTRACTOR PRICING MODEL]

The specific estimated budget for each Authorized Entity shall be firm for three hundred sixty five (365) calendar days following the Effective Date of the PA for that Authorized Entity, and subsequent annual budgets shall be mutually agreed by the Authorized Entity
and the Contractor as part of the Governance process. An Authorized Entity’s estimated budget shall be outlined in Contract Attachment N, PA Exhibit 2.

A.2.7. **Relationship Management Framework/Mechanisms**

A.2.7.1. **Roles and Governance.**

An outcome-based framework requires a highly collaborative and proactive governance structure that should enable the State and the Contractor to deliver against outcomes, facilitating business transformation and continual service delivery innovation as opportunities for efficiencies arise.

A key component of this structure incorporates the Pricing Model (Contract Attachment F) into the Governance process in order to develop mutually agreed annual operating budgets for Authorized Entities that address the cost targets and service levels for each Authorized Entity over the life of the contract.

The table in Contract Attachment L shows the resources the State intends to commit to this Contract. The State intends to at least have a Governance Executive and an Operations Executive in place by the Effective Date of the Contract. As Authorized Entities are added to the contract, additional governance roles shall be transitioned as indicated in Contract Attachment L. It is the State’s expectation that the Contractor shall provide appropriately aligned resources utilizing the Contractor’s Key Personnel and Relationship Management framework in Contract Attachment H.

As part of the governance process, the roles and resources provided by the State and Contractor may evolve over the Term of the Contract. These adjustments shall be documented via Memorandums of Understanding (“MOU”) or amendments under this Contract.

As the needs of the State and the Authorized Entities change, this Governance structure may change as well. It shall be the joint and combined responsibility of the Joint Management team to recommend such changes to the Joint Board of Advisors (as shown in Contract Attachment L) for approval.

A.2.7.2. **State Discretion over Contractor Employees.**

a. Contractor shall obtain State’s advance approval of Contractor Key Personnel, such approval not to be unreasonably withheld.

b. Contractor shall obtain State’s approval before transferring or reassigning any Contractor Key Personnel to another customer, such approval not to be unreasonably withheld.

c. The State may require Contractor to dismiss or reassign any Contractor employee assigned to the State portfolio, who, in State’s sole discretion, is not adding appropriate value to the FM Services or who hinders the effective delivery of the FM Services, except as prohibited by applicable law.

A.2.7.3. **Updates to Requirement Roadmap Elements.**

It is expected that the Desired Outcomes will remain consistent over the course of the Contract, but the Objectives, Performance Standards and Performance Measures are not expected to remain static over the Term of the Contract. The mutually defined governance structure will be used to enable changes to these
Achieving the State’s Desired Outcomes will require significant effort and change management skills on the part of the Contractor. It will also require the Contractor to have an innovative spirit and proven approaches for managing large scale transformation efforts. The Contractor’s Transformation Management Framework that shall be utilized to manage large scale transformation efforts can be found in Contract Attachment I and addresses the following areas [INSERT AREAS COVERED BY CONTRACTOR TRANSFORMATION MANAGEMENT PLAN SUCH AS ONBOARDING, PHYSICAL TRANSITIONING OF TRANSITIONED EMPLOYEES AND EXISTING CONTRACTS OR SUBCONTRACTS, CONTINUOUS IMPROVEMENT, CONTRACTUAL CHANGE MANAGEMENT, ETC]


The long-term nature of this Contract poses risk to both the State and the Contractor, so it is important that an Exit Management Plan is in place, in the event that the State as a whole or an individual Authorized Entity does not want to continue to have the Contractor continue services before the end of the Term of the Contract. This Exit Management Plan can be found in Contract Attachment J and addresses the following components:

a. Structure of the Respondent’s proposed exit transition team, including the personnel roles responsible for planning, managing, and implementing the services transfer
b. Requirements for how the parties handle personnel and resources during the transition/transfer procedures.
c. High-level desired timelines for the activities related to exiting the agreement, including notice periods, transition periods, and final payment periods.
d. High-level communication protocol/plan for external customers and stakeholders.
e. Provision for doing a joint risk assessment and mitigation planning as part of the termination and off-ramp.

A.2.10. Special Concerns and External Requirements.

The State’s special concerns and external requirements can be found in Contract Attachment K.

A.2.11. Guardrails.

The State’s Guardrails can be found in Contract Attachment G.


In providing FM Services, the Contractor shall supply or cause to be supplied such services and goods as are usual and customary for the day-to-day operation of facilities, which include, but may not be limited to, the duties listed below in Section A.3.1 with respect to each Facility. Minor additions to this scope may be accomplished through the use of the MOU process. More extensive changes will require the use of a contract amendment.
A.3.1. **Operational Facilities Management Services**, including janitorial and grounds; also includes, but may not be limited to the following:

- a. Interior and exterior facility cleaning
- b. Landscape maintenance, grounds care and parking lot maintenance
- c. Refuse removal
- d. Vermin and pest control
- e. Snow and ice removal
- f. Preventative and Remedial Maintenance, including repair of all systems and structures
- g. Supply of all facilities-related consumables
- h. Other services and goods as are otherwise required under any lease
- i. Disaster Recovery Planning. In conjunction with (and subordinate to) the State's emergency planning, the Contractor shall cooperate with the State in implementing and managing the State's disaster recovery plan including an emergency action plan (or equivalent) for each Facility as requested by the State.
- j. Recycling. This program shall meet or exceed all local, state, and federal requirements.
- k. Un-armed security
- l. Furniture, fixture, and equipment maintenance and repair
- m. Shipping and receiving/dock management
- n. Special events set up and coordination
- o. Move Services
- p. Management of off-site warehousing
- q. Facilities reception services
- r. Access control and key management
- s. Parking Management

A.3.2. **Remedial Operational Maintenance Program**, including tenant requested work orders and general repair of systems and structures.

- a. Electronic Work Order System to capture and track service
- b. 24/7 Service Response System, including a call center and web-based system
- c. The Contractor shall receive, investigate, consider and act upon service requests and complaints (and any other defects that otherwise come to Contractor's attention through inspection or otherwise) pursuant to Contractor's scope of responsibilities hereunder in a systematic fashion.
- d. The Contractor shall maintain appropriate records to document each request, complaint or other means of notice and show the action taken with respect thereto.
- e. Such a system shall provide for proper before and after service follow-up, as applicable, with the affected tenant or occupant and the servicing Subcontractor, Contractor or third party vendors.
- f. For each service request, Contractor shall provide for the dispatch of appropriate and properly equipped service personnel in accordance with service level standards agreed upon by the Contractor and State. For each service request,
Contractor shall provide for the dispatch of appropriate and properly equipped service personnel in accordance with service level standards agreed upon by the Contractor and State.

g. Emergency service effectiveness shall not differ significantly from Facility to Facility. A service request shall be considered an "emergency" if it involves or threatens to involve injury to persons, material damage to property or inability to make productive use of the affected Facility, or is made by a designated group of people determined during the Transition Period.

h. The Contractor shall interact with the State (and with those departments of State as the State designates) in rendering these services.

A.3.3. **Operational Preventative Maintenance Program.** Contractor shall develop, implement and manage a long-term Preventative Maintenance program designed to maintain each Facility and its equipment, systems, fixtures, and contents in optimal working condition while still functional to prevent failure or defect and accumulating additional deferred maintenance.

A.3.4. **Facility Inspections.** These inspections are intended to provide data used to inform the Parties about ongoing maintenance, major maintenance and capital project needs for the Facilities and should occur at a frequency and be performed at the appropriate detail to achieve this Objective. The frequency and detail of these inspections will be as agreed by the Contractor and the Authorized Entity.

A.3.4.1 Provide inspection data of all factors pertinent to each Facility and report such results in a Facilities Management system to be approved by State and in accordance with STREAM Data Standards (Contract Attachment M) or Authorized Entity Data Standards, outlined in Contract Attachment N, PA Section 8, which are expected to materially adhere to the STREAM Data Standards.

A.3.5. **Emergency Facilities Management Services.** In addition to the regular operational services provided hereunder, the Contractor shall take whatever measures the Contractor believes, in the exercise of prudent judgment and at the State's expense, are necessary on an emergency basis to support general security and safety for each Facility, tenants and each person at a Facility, in accordance with the State's emergency action plan (or equivalent). If expenses for providing these services are expected to exceed normal operating expenses, the State Local Operations manager (see Contract Attachment L) should be notified immediately to provide necessary approvals for these unusual expenses. Any necessary additional requirements regarding this Contractor discretion will be jointly determined through the governance structure.

A.4. **Performance Metrics.**

A.4.1. The State and Contractor shall jointly develop and conduct an annual review of Contractor's performance as part of the governance process. Results shall be tabulated by Contractor and submitted for review by State, or, if requested by State, Contractor shall request all such results to be sent directly to State from the Contractor (business unit leaders and employees).
A.4.2. Contractor's performance shall be measured using Key Performance Indicators ("KPI") which shall be established prior to the execution of a PA.

A.5. **Incidents Reporting/Management.**
The Contractor shall interact with the State in the management, response, and remediation to all incidents occurring at any Facility that result in property damage, physical injury or death, or when the threat of the foregoing or liability is perceived.

A.6. **Insurance Matters.**

A.6.1. The Contractor shall promptly investigate and report to the State as to all accidents or claims for damages relating to the ownership, operation or maintenance of the Facilities, including any damage or destruction to the Facilities, and shall cooperate with any insurance company authorized by State in connection therewith.

A.6.2. The Contractor promptly shall notify State's Facilities department of any fire or other damage, whether within or outside the coverage of any insurance policies covering any Facility and, if directed by State, complete customary loss reports in connection with fire or other damage to any Facility.

A.7. **Accounting.**

Contractor shall provide the following accounting services to the State that are directly related to the FM Services:

a. **Accounts Payable Process.**
   
   (1) Provide full service accounts payable support, including invoice coding, property level approval, processing, payment and recording of occupancy and capital related expenses (See Department of Finance and Administration, Policy 33: *Accounting for Capital Assets*).
   
   (2) Subject to Tenn. Code Ann. §12-4-701 et seq., process all disbursements related to State’s properties such that the same are paid before any interest, late fee or penalty accrues or default occurs.
   
   (3) Central capture of all lease-related expenses within the database by site, vendor number, department cost code and general ledger coding.
   
   (4) Work with State to implement a complete system of approvals and funding.

b. **Bookkeeping for Budgeting Variance.**

   Prepare annual occupancy budgets, including zero base justifications as appropriate, variance analysis to prior year and related items.

c. **CMMS System.**

   (1) State has elected to use a Contractor-provided technology solution in conjunction with State managed systems including Edison and Archibus. Accordingly, during the Contract the Contractor must work with State to transfer any collected data stored by the Contractor requested by State to State in a format and on a schedule acceptable to State.
(2) The Contractor and State shall work together to develop protocols for the transfer of data from the Contractor-provided technology solution to State's technology solution(s) in accordance with Contract Attachment M.

(3) The Contractor and State shall work together to define and implement disaster recovery objectives and procedures that are acceptable to the State for State data stored by the Contractor.

d. **Cost Savings Initiative.**

From time to time during the Contract, Contractor shall introduce specific operational concepts to State to create savings and increased efficiencies with respect to the Facilities.

**A.8. Reporting.**

a. Contractor shall prepare on an accurate and timely basis, and submit to the State, any reports requested by the State. Contractor shall meet as requested by State from time to time to review and discuss any reports submitted by Contractor hereunder, to answer questions and provide supporting detail and other data, and to revise and correct any reports as may be necessary in order to make such reports accurate and complete.

b. Contractor shall prepare for execution and filing by State all forms, filings and reports required by any governmental authority having jurisdiction over the real estate aspects of each Facility, and shall cooperate with State in providing necessary information for all other forms, filings and reports related to each Facility.

c. If the State requests Contractor to provide financial or other property data reports there shall be no extra charge to State for such additional reports provided:

(1) such reports can be produced by Contractor using the data fields and ad hoc reporting capabilities of the Contractor provided technology solution or the State’s computer software platforms, and

(2) no data supplementation or manual reporting (e.g., Excel or Word reports requiring data entry or manipulation outside of the computer software platforms) is required.

d. If State requests financial or other property data reports that does not meet the criteria in Section A.8.c, then an additional charge is permitted under this Section, provided the following conditions are met:

(1) Contractor shall advise State in advance that such report will require an additional charge and provide a good faith estimate of the incremental cost to Contractor to produce such reports, and

(2) if State approves in writing the preparation of such reports and the associated cost estimate, State shall pay Contractor for the additional charge to produce such reports.

e. Additional Data requirements can be found in Contract Attachment M. While these data standards directly apply to STREAM, the State expects that most Authorized Entities will materially adhere to these standards. Any necessary deviations or special requirements around data should be outlined in the Authorized Entity’s PA.

**A.9. Energy Management.**
As of January 1, 2017, the State Facility Utility Management Division within the Tennessee Department of Environment and Conservation’s (TDEC) Office of Energy Programs will oversee functions related to the energy management program for state buildings and state-owned facilities, including the collection and analysis of utility cost and consumption data. (See Tenn. Code Ann. §§ 4-3-1012 and 1017-1019.) The Contractor will work with TDEC to support efforts related to these statutory requirements.

A.10. **In-Scope Services.**

The State considers FM Services to be a critical component in providing customer centric services to the citizens of Tennessee. The current services that are considered In-Scope Services are outlined in Section A.3. Each Authorized Entity that signs a PA to utilize this Contract may outline any of these In-Scope Services that they wish for the Contractor to perform in Contract Attachment N, PA Section 1. However, it should be noted that this list is not exhaustive of all services that could be provided to the State by the Contractor and should the Authorized Entity choose additional services (see Section A.11.) offered by the Contractor, they should also be noted in the PA.

A.11. **Potential In-Scope Services.**

A.11.1. While the current In-Scope Services outlined in Section A.3 are the basis of the FM Services, it is imperative that FM Services provided by the Contractor continuously transform to meet the diverse and evolving needs of the State’s various Authorized Entities. As such, the State is purposefully not prescribing the complete set of possible FM services to allow the Contractor flexibility in their approach to achieving the State’s Desired Outcomes and Objectives. This flexibility extends throughout the term of this Contract.

Such services that are typically associated with the FM Services, but differ from the In-Scope Services outlined in Section A.10, will be considered to be Potential In-Scope Services, provided that the services are reasonably connected to the definition of In-Scope Services outlined in this Contract. In addition to the services detailed in Contract Section A.3, Contractor shall also provide Potential In-Scope Services to the State.

A.11.2. If an Authorized Entity wishes to include a Potential In-Scope Service in the Scope of their PA (Contract Attachment N, PA Section 1), the Authorized Entity must notify and receive approval from the State’s Commercial Manager. The State’s Commercial Manager must submit the addition via a Memorandums of Understanding (“MOU”) in accordance with Section E.5 and receive approval before a Potential In-Scope Service can become an In-Scope Service eligible to be performed under this Contract.

A.11.3. Below are several Potential In-Scope Services that may be provided by the Contractor if allowed by the State Building Commission (“SBC”) and may require prior approval from the SBC prior to performance under this contract in accordance with applicable statutes and SBC policies. The use of these services will be approved by the State on a case-by-case basis for each Authorized Entity.

a. Master planning
b. Pre-planning  
c. Occupancy planning  
d. Project management

A.11.4. The addition of any services that require transitioning additional employees to the Contractor must be approved using the amendment process, as outlined in Section D.3.

A.12. **Onboarding of Authorized Entities.**

A.12.1. **PA Sections and Exhibits.**

The Authorized Entities that wish to utilize this Contract shall sign a PA with the Contractor that allows the Authorized Entity to utilize the Contract. The onboarding process for each Authorized Entity will be documented and completed by the Authorized Entity and Contractor signing a PA containing the information as outlined in Contract Attachment N. Certain Authorized Entities (exempt agencies as defined by Tenn. Code Ann. § 12-3-102) reserve the right to negotiate Authorized Entity specific terms and conditions and modify existing terms and conditions in their PA. Any Authorized Entity modifications or additions to the Contract terms and conditions) to the Contract must be outlined in Contract Attachment N, PA Section 14.

Additional information and the formalized Onboarding process is outlined and defined in the **Contract Attachment I.**

a. If an Authorized Entity other than a State agency, member of the UT System, the TBR System, or an LGI University ("Requestor") wishes to utilize this contract, the following procedure shall be followed:

1. The Requestor will complete an application to utilize this Contract. The application will follow a form mutually agreed upon between the State and Contractor.

2. Application shall be submitted to the Board of Advisors of the Governance structure (see Contract Attachment L)

3. Board of Advisors shall evaluate the application to determine if allowing this Requestor wishing to utilize the Contract will be mutually beneficial to the State and the Contractor, with the criteria to include, but not be limited to the following:
   i. Whether the Contractor has sufficient resources to manage the facilities of the Requestor
   ii. Whether the addition of the Requestor creates benefit for the Authorized Entities already participating in the Contract.
   iii. Whether the Contractor is currently meeting or exceeding the Performance Measures and the KPIs for local Authorized Entities.

4. If the Board of Advisors approves the application, the Requestor shall then submit a PA, and follow the standard Onboarding process outlined in this Section A.
A.12.2. Initial Approval of PA.

After a PA is signed by the Authorized Entity and the Contractor, it must be sent to the State Commercial Manager for approval of the Chief Procurement Officer. The State Commercial Manager will maintain a repository of all the PAs executed under this Contract.

A.12.3. PA Material Modifications.

If an Authorized Entity and Contractor agree upon any change after the execution of a PA that is either i) a Potential In-Scope Service outside of the services listed in Section 1 of the Authorized Entity’s signed PA; ii) an increase or decrease in the square footage being managed under the PA or iii) any change that necessitates an adjustment in contractor fees, then it must be submitted to the State Commercial Manager for approval. The State Commercial Manager will utilize MOUs in order to approve these adjustments or additions of Potential In-Scope Services, in accordance with Section E.5. The State’s Commercial Manager will be the party to negotiate, in good faith, an appropriate adjustment of any necessary fees and provisions of Section C.3 below. Once the State approves a Potential In-Scope Service to be an In-Scope Service for a PA, it will be considered an In-Scope Service after approval.

A.12.4. PA Renewal and Eligibility.

a. Any PA that is signed will be co-termed with the anticipated end of the Term of the Contract.

b. In the event that a renewal option is exercised, any PA will also be extended to match the new anticipated end date of the Contract, unless that Authorized Entity notifies the State and the Contractor, in writing, that it does not wish to extend the PA.

c. An Authorized Entity can only sign a PA if there is a minimum of twenty four (24) months remaining on the Term of the Contract.


Contractor shall maintain Performance Standards, at a minimum, at the current level the Authorized Entity is maintaining. It is possible that some Authorized Entities will desire higher Performance Standards than they currently have. The Contractor will work with individual Authorized Entities to determine the desired Performance Standards as part of the customer centric solution they develop as part of the Onboarding process. The State understands that an increase in the Performance Standards could require a reinvestment of some of the Authorized Entity’s savings into the higher service levels.


A.14.1. In connection with Contractor's rendering of the FM Services, State shall provide Contractor Employees, at State's expense at State locations where Contractor Employees are assigned, existing space, furniture, and such other equipment, as may be reasonably necessary for Contractor's performance of the FM Services throughout the Term of the Contract.

A.14.2. The Contractor’s level of access control will vary by Authorized Entity. Each Authorized
Entity will address necessary level of access control in the PA (Contract Attachment N).

A.14.3. The Contractor and an Authorized Entity will need to mutually agree on how to handle the Authorized Entity's equipment when developing the PA. Specifically, the PA will need to address areas such as transitioning of existing equipment, responsibility and permitted use around specific equipment, any transfer or sell of ownership, etc. (See Tenn. Code Ann. § 12-2-403 for disposal methods of surplus property). This information will be outlined in Contract Attachment N, PA Section 6.

A.15. **Subcontractors and Vendors.**

A.15.1. **Subcontractors.** Within thirty (30) calendar days prior to the Effective Date of a signed PA, the Authorized Entity shall provide a list of the third party contracts entered into by State relevant to the scope (e.g. management, operation, and maintenance) outlined an Authorized Entity's PA ("Third Party Contracts").

a. Within thirty (30) calendar days of the Transition Date, as defined by Contract Attachment N, PA Section 5, the Parties shall review the Third Party Contracts (and any other contracts or work in progress) to mutually determine:

1. how the Authorized Entity shall terminate the Third Party Contracts (the "Terminated Contracts");
2. how the Contractor shall enter into subcontracts with Subcontractors in accordance with the terms and provisions of Sections A.15.2 and D.7. (the "Contractor Contracts"); and
3. which contracts (if any) will not be terminated by the Authorized Entity and therefore require the contract to be either managed by the Contractor (the "Managed Contracts") or assigned to the Contractor (the "Assigned Contracts") in connection with the performance of the FM Services.

b. To the extent permitted by the Third Party contract, State shall exercise State's right to terminate the Terminated Contracts on or before the Transition Date. If the effective termination date of any Terminated Contract is scheduled to occur after the Transition Date, such Terminated Contract shall be treated as a Managed Contract until the effective termination date thereof.

c. Subject to Authorized Entity approval, with assistance from Contractor, obtaining any required consents and releases from the subcontractors under the Assigned Contracts on terms and conditions reasonably satisfactory to State and Contractor, State shall assign to Contractor, and Contractor shall assume and agree to perform all obligations related to, the Assigned Contracts effective as of the Effective Date.

(1) If State is unable to obtain the required consent prior to the Effective Date, the affected Assigned Contracts shall be deemed to be Managed Contracts. State with assistance from Contractor shall continue to use commercially reasonable efforts to obtain the required consent and, if such consent is received, such Managed Contracts shall be assigned to Contractor.
d. Contractor has the right to utilize CPO Statewide Contracts as they relate to the scope of services performed for the State.

A.15.2. Contractor Contracts. Contractor shall enter into subcontracts (the “Contractor Contracts”) with Subcontractors in accordance with the terms and provisions of this Section A.15 and Section D.7.

a. Contractor Contracts shall not be inconsistent with the terms and conditions of this Contract. Subcontractors shall be selected by Contractor in its discretion, based on Contractor's due diligence and customary contracting requirements, provided, that Contractor shall be responsible for the Subcontractors as set forth in this Contract.

b. Notwithstanding the subcontracting of any portion of the services by Contractor, Contractor shall remain the State's sole point of contact with respect to the FM Services.

c. All Contractor Contracts shall:

(1) be in the name of and executed by Contractor;

(2) identify State as a third party beneficiary and permit the assignment of the Contractor Contracts, at State's option, to State or State's representative, without Subcontractors' consent;

(3) include a provision for cancellation by Contractor upon not more than thirty (30) calendar days written notice (or such longer period approved by State);

(4) require that all Subcontractors maintain appropriate insurance coverage; and

(5) provide that all warranties provided by Subcontractors under the Contractor Contracts shall be expressly for the benefit of, and shall be enforceable by, State (or Contractor on State's behalf).

A.15.3. Assigned Contracts. Contractor shall be responsible for Assigned Contracts to the same extent Contractor is responsible for Contractor Contracts, subject to the terms and provisions of this Section. Notwithstanding any requirements of this Contract to the contrary, State acknowledges and agrees that the terms and conditions of any of Assigned Contracts are acceptable to State. To the extent that the terms and conditions of an Assigned Contract are inconsistent with Contractor's obligations under this Contract, the terms and conditions of the Assigned Contract shall control until such time as the Assigned Contract expires or is terminated by Contractor. If Contractor terminates any Assigned Contract, Contractor shall pay all applicable termination or cancellation charges due to the Subcontractor that exceed any such amounts that would have been due if such Assigned Contract had been terminated rather than assigned during Transition.

A.15.4. Managed Contracts. Contractor shall manage, on State's behalf, the Managed Contracts in accordance with the terms and provisions of this Section.

a. Contractor shall have the oversight and administrative responsibility for the Managed Contracts as set forth in this Section. As reasonably requested by Contractor from time to time, State will provide Contractor with a signed letter of authority in a form to be mutually agreed by the Parties. Contractor shall comply with those duties imposed
on State under the Managed Contracts, and shall not violate the terms of the Managed Contracts.

b. Any and all contractual remedies under the Managed Contracts shall be exercised solely by State (or by Contractor at State's written direction), and only State will have the right to send legal notices or institute legal actions under the Managed Contracts. If any contractual issues or disputes, including but not limited to, performance of services, payment obligations, or potential or actual breaches of any Managed Contract arise during the term of the Managed Contract, Contractor shall:
   (1) communicate to State in writing providing a detailed explanation of the dispute; and
   (2) meet with State to discuss appropriate actions to pursue to resolve the dispute and Contractor shall provide options for consideration by State. State, in its sole discretion, will determine how to resolve the dispute and Contractor will assist State to resolve the dispute as solely determined by State.

c. Except as may otherwise be agreed in writing with respect to particular Managed Contracts, Contractor shall:
   (1) Monitor and review performance by the third party vendors under the Managed Contracts, alert State to any material discrepancies between actual and required performance, seek corrective action by such third party vendors, request applicable credits (which are payable to State) and follow through on such actions. Contractor shall promptly notify State of any breach of, or misuse or fraud in connection with, the Managed Contracts and shall cooperate with State to prevent or stay any such breach, misuse or fraud; and
   (2) Provide State with at least ninety (90) calendar days prior notice of any renewal, termination or cancellation dates and associated fees in respect of the Managed Contracts. Any modification, termination, or cancellation fees or charges imposed in connection with any such modification, termination or cancellation shall be paid by State, except to the extent any fee or charge is caused by or results from a failure of Contractor to meet its obligations under this Section, unless expressly approved in advance and in writing by State, including Contractor's failure to notify State of a renewal, termination, or cancellation date, in which case such fees and charges shall be paid by Contractor.

d. Maintain all information required to make claims on warranties for the Managed Contracts and shall timely file all warranty claims on behalf of State.

e. Provide such assistance as may be requested by State in consolidating or modifying the Managed Contracts.
f. Report to State and address and resolve any performance issues or discrepancies under the Managed Contracts.

g. Contractor shall be responsible for liability resulting from a breach or default under the Managed Contracts, to the extent such liability arises from Contractor’s failure to perform or observe Contractor’s obligations under this Section. In addition, Contractor shall be responsible for fees, penalties or fines due to Contractor’s failure to satisfy its obligations under this Contract with respect to the management of the Managed Contracts.

A.16. **State and Contractor Deliverables.**

Prior to any work being performed for an Authorized Entity, Contractor must identify any information needed such as property and tenant information, copies of the most recent rent rolls, vendor files, cost codes, and tax identification numbers, etc. These will be outlined in Contract Attachment N, PA Section 9.

Throughout the Term, the Authorized Entity will provide copies of new Facility information documents, amendments, and any other material new information or changes to new or existing Facility information documents, as they occur during the Term.

Authorized Entities may satisfy obligations for these deliverables by providing Contractor access to Authorized Entities databases, archived files or computer systems, and orientation to the organization and operation of such databases, files and systems.

An Authorized Entity may identify information or deliverables needed from the Contractor prior to transitioning the selected FM Services to the Contractor. Any necessary Contractor deliverables, with associated timelines, must be outlined in Contract Attachment N, PA Section 10.

A.17. **KPIs.**

The Contractor shall be responsible for meeting or exceeding agreed-upon KPIs and Performance Measures throughout the Term of this Contract. As part of the Governance process, the Contractor and State shall meet each quarter (or as outlined in the Relationship Management Framework in Contract Attachment H) to review Contractor’s success in achieving its annual performance objectives for the prior year (or, as applicable, the prior partial year). Such performance shall be measured in accordance with selected Performance Measures based upon objective and clearly defined measurable criteria designed to measure quality and cost issues.

The draft KPIs and a proposed scoring methodology, to be attached as Contract Attachment E, have been established and agreed upon. Upon the determination of the State, Authorized Entities may adjust, delete or add KPIs as deemed appropriate prior to signing a PA; however, Performance Measures may only be adjusted by the Board of Advisors as part of the Governance process. These Authorized Entity specific KPIs can be found in Contract Attachment N, PA Exhibit 2. After the execution of a PA, the State will utilize MOUs for approving any necessary KPI adjustments, in accordance with Section E.5. State acknowledges that Contractor’s ability to perform under this Contract and attain high KPI scores is subject to State performing its
obligations under this Contract. For KPIs or Performance Measures that require a baseline, actual results for the preceding twelve (12) months shall be used as the baseline.

A.18. **Budget Preparation.**
Contractor must help prepare budget requirements around FM Services for each Authorized Entity that signs a PA in accordance with Section C.3.c.

A.19. **Employee Transition Process.**
The Authorized Entity electing to utilize this Contract shall identify facility management services employees to transition to employment with the Contractor (“Transition Employees”).

a. **Identification of Transition Employees.** Transition Employees are defined using the criteria identified below and as agreed to by each Authorized Entity prior to a transition occurring. While the actual number and levels of employees transitioning will vary by location and Scope of Services provided, in order to be considered a Transition Employee, all of the following requirements must be met:

i. **Must be a Regular, current facility management employee of the Authorized Entity.**
   1. To be considered a Regular, current employee, the employee must receive benefits and be employed for a period expected to be twelve (12) months or more and work thirty (30) plus hours per week. This includes employees that perform both exempt and non-exempt roles in selected services. A State employee is only eligible to become a Transition Employee if they have completed six (6) months of service with the State as of the anticipated Effective Date outlined in the signed PA of that Authorized Entity.
   2. To be considered a facility management employee, the employee must provide services selected to be performed by the Contractor at a minimum 51% of total responsibility.

ii. Any employee who does not meet the criteria outlined in Section A.19.i.1 above will be considered a Non-Regular Employee. These individuals will be reviewed and considered for employment by the Contractor, but will not be offered employment with the conditions outlined in Section A.19.b.

iii. Must pass all standard applicable Contractor background checks, verification of work authorization, and drug testing provided they comply with applicable State and Federal laws and regulations. The Contractor understands and must comply with additional, site specific pre-employment checks (e.g., Tenn. Code Ann. § 49-7-101, et. seq.) that certain Authorized Entities may have. An Authorized Entity will outline any necessary additional pre-employment checks in their PA.

b. **Offers of Employment.** The Contractor shall be responsible for offering employment to Transition Employees, identified in Section A.19.a., under the following conditions:

i. The position must be located within a 50 mile radius of their existing employment location. The Contractor may also offer a different position outside of this threshold which employees, at their own discretion, may choose to accept such a position, but will not be required to do so as a condition of employment.
ii. Transition Employees will be employed at a Total Equitable Compensation rate mutually agreed upon by the Contractor and the State, but in no event less than the Transition Employee’s current total compensation. [INSERT CONTRACTOR’S PROPOSED COMPENSATION PACKAGES, INCLUDING:]

1. Total Equitable Compensation is defined to include: salary, defined benefit retirement (or equivalent), 401k matching, and health insurance with similar essential value and equivalent employer contributions. It is expected that salary will be adjusted to offset differences between the benefits previously received from the State and the benefits that will be received from the Contractor in order to make the total compensation equitable. Transition Employees will also continue to receive Education Assistance in accordance with Contract Section C.3.b. Contractor will administer this surviving benefit.

2. Contractor will grant Transition Employees recognition of total years of service equal to those earned in State employment.
   a. Benefits, unless otherwise noted in this Contract, should be accrued at Contractor rate with consideration to total years of service [INSERT ANY RELEVANT SECTIONS FROM RESPONSE OF CONTRACTOR].
   b. Accrual for severance will begin on the first day of the Transition Employee’s hire date with the Contractor, per Contractor’s severance policies.

3. In the event that the Contractor uses subcontractors to employ Transition Employees, the Contractor acknowledges that it remains responsible for any Transition Employees assigned to that subcontractor should that subcontractor be removed for any reason during the term of the Contract.
   c. Prior to accepting an offer of employment with the Contractor, the Transition Employees will complete a state transition acknowledgement agreement, as prepared by the Human Resources department of the Authorized Entity. In this agreement, the Transition Employee will acknowledge they are voluntarily separating and understand that they are not subject to severance benefits from the State. The Authorized Entity will insert this form as Contract Attachment N, PA Exhibit 3.
   d. The Contractor will not initiate any reduction in force (RIF) at any time during the Term of the Contract that results in layoff of Transition Employees. Transitioned Employees can only be terminated by the Contractor for cause. The Contractor is not required to maintain a position if that open position results from promotion, attrition, etc. of a Transition Employee. In the event that a state facility is removed from its portfolio, it is the State’s expectation that Transition Employees associated with the facility will be redeployed to fill other State or Contractor needs. If redeployment of labor is not feasible in accordance with the condition outlined in Section A.19.b.1, then the State may initiate the appropriate reduction to align with the modified scope of the PA.
e. If a Transition Employee chooses to accept a position from the Contractor that services a client outside of an Authorized Entity, these terms and conditions are no longer applicable to that employee.

f. At the request of the Authorized Entity, the Contractor shall permit any Transition Employee who is within one (1) year or less from being eligible for full retirement (30 years of service) as of the Effective Date of a PA to remain an employee of the Authorized Entity rather than the Contractor ("Retained Employee"). Until the Retained Employee achieves the necessary criteria to be eligible for full retirement, the Authorized Entity shall assign Retained Employees to the Contractor for the provision of the FM Services and Contractor shall reduce the Fee for budgeted costs for the position that will be retained on the Authorized Entity’s payroll. Contractor shall offer each Retained Employee a position immediately upon the Retained Employee’s completion of 30 years and departure from employment with the Authorized Entity under conditions as described in Section A.19.b.1; provided that such Retained Employee still meets the requirements outlined in Section A.19.a.

B. TERM OF CONTRACT:

B.1. This Contract shall be effective on DATE (“Effective Date”) and extend for a period of sixty (60) months after the Effective Date (“Term”). The State shall have no obligation for goods or services provided by the Contractor prior to the Effective Date.

B.1.1. An Authorized Entity’s PA Effective Date can be found in Contract Attachment N, PA Section 4. An Authorized Entity’s anticipated completion date of transition can be found in Contract Attachment N, PA Section 5.

B.1.2. An Authorized Entity’s PA may be extended to co-term with the expiration date of the Contract, unless otherwise notified in accordance with A.12.4.b.

B.2. Renewal Options. This Contract may be renewed. The State reserves the right to execute up to five (5) renewal options under the same terms and conditions for a period not to exceed twelve (12) months each by the State, at the State’s sole option. These renewal options will be exercised at the end of each year (starting at the end of the second year as outlined below), based on the Contractor meeting the agreed-upon Performance Measures for all Authorized Entities, according to the specific terms to be mutually agreed between the Contractor and the Joint Board of Advisors as part of the Governance process. These specific terms will be reviewed and updated annually or as appropriate. Below is a table outlining when the Contractor will be eligible to earn renewal option(s).

<table>
<thead>
<tr>
<th>Milestone*</th>
<th>Potential Renewal Options Earned**</th>
</tr>
</thead>
<tbody>
<tr>
<td>End of Year 2</td>
<td>1</td>
</tr>
<tr>
<td>End of Year 3</td>
<td>1</td>
</tr>
<tr>
<td>End of Year 4</td>
<td>2</td>
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<td>End of Year 5</td>
<td>1</td>
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<tr>
<td>End of Year 6</td>
<td>1</td>
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<tr>
<td>End of Year 7</td>
<td>1</td>
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RFP 32110-17103, Attachment 6.10, page 22
B.3. **Term Extension.** The State may extend the Term an additional period of time, not to exceed one hundred-eighty (180) days beyond the expiration date of this Contract, under the same terms and conditions, at the State’s sole option.

C. **PAYMENT TERMS AND CONDITIONS:**

C.1. **Estimated Liability.** The total purchases of any goods or services under the Contract are not known. The State estimates the purchases during the Term shall be DOLLAR AMOUNT ($NUMBER) (“Estimated Liability”). This Contract does not grant the Contractor any exclusive rights. The State does not guarantee that it will buy any minimum quantity of goods or services under this Contract. Subject to the terms and conditions of this Contract, the Contractor will only be paid for goods or services provided under this Contract after a purchase order is issued to Contractor by the State or as otherwise specified by this Contract.

C.2. **Compensation Firm.** The payment methodology in Section C.3. of this Contract shall constitute the entire compensation due the Contractor for all goods or services provided under this Contract regardless of the difficulty, materials or equipment required. The payment methodology includes all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Contractor.

C.3. **Payment Methodology.** The Contractor shall be compensated based on the payment rates for goods or services contained in Contract Attachment F and as authorized by the State in a total amount as set forth in Section C.1. The Contractor’s compensation shall be contingent upon the satisfactory provision of goods or services as set forth in Section A.

a. Payment obligations for all orders placed by an Authorized Entity shall be the sole responsibility of the Authorized Entity and not of the State.”

b. **Education Assistance Benefit.**

   Education Assistance shall be offered to Transition Employees according to the current benefits as listed in Contract Attachment O. Contractor may also offer their own educational assistance in place of this benefit. If the Transition Employee chooses this benefit, the following payment methodology will be used.
   
   (1) Transition Employee will pay the fees according to the rate established by the State.
   (2) Upon satisfactory completion of the course, Transition Employee will submit appropriate forms to Contractor and be reimbursed.
   (3) Contractor will then submit cost to Authorized Entity where Transition Employee works, and will be reimbursed without markup.
   (4) These costs will not be added to the Operational Costs against which the Contractor is evaluated, but will be tracked in a separate account.

c. **Budget Process.**

   (1) **Budget Submission and Approval.**
   For each Authorized Entity that has signed a PA, the Contractor shall work with the Authorized Entity to provide a preliminary proposed capital maintenance plan for the
next fiscal year for each Facility and a proposed operating expense budget for the next fiscal year of operation of each Authorized Entity. Authorized Entities may require additional information necessary to finalize their budget. The timeframes for these deliverables may vary by each Authorized Entity. This additional information and timeframes, where practical, will be outlined in the PA.

As part of the governance process, Contractor and State shall review such proposed operating expense budget and reach agreement on the budget and specified scope. The Parties shall cooperate with each other in order to have the annual operating and capital expense budget approved in writing by State by July 1st of each year (or, with respect to the budget for the remainder of the first calendar year of the term, within ninety (90) calendar days following the Effective Date).

If the proposed operating and expense budget is not approved by the State for a subsequent year, Contractor shall continue to provide the FM Services under this Contract in accordance with the approved budget for the previous calendar year, as adjusted for changes in occupancy and increased costs of operation, until a new budget is approved.

The budget for Authorized Entities and any special requirements is outlined in Contract Attachment N, PA Section 7 and PA Exhibit 1.

(2) **Budget Revisions.** Contractor shall notify State promptly in the event actual expenses are projected to exceed the approved budget. In such event, Contractor shall work with State to prepare a new budget for State's review and approval. The State shall have the right, exercisable at any time in its reasonable discretion, the ability to revise the approved budget, provided that no such revision shall change Contractor's rights to receive compensation and reimbursements for any FM Services previously provided. In the event that budget revisions are necessary, both parties will mutually agree upon necessary changes through the governance process.

d. Within sixty (60) calendar days following termination of this Contract or any PA under this Contract, Contractor shall deliver to State a final report that includes a calculation of the balance of any compensation due and payable to Contractor or of any refund due and payable to State. A Party owing any money on the basis of such final report shall promptly pay the sum due. Contractor shall also deliver to State all documents, books, records, equipment, materials, disks and related items associated with the performance of the FM Services and other property of State in the possession of Contractor, but Contractor may retain copies thereof.

e. **Reimbursements and Charges.** As part of the compensation for the FM Services hereunder, State shall make the following reimbursements and payments:

(1) Reimbursable Items and Charges. In addition to those items identified in Contract Attachment F, State shall reimburse or pay Contractor for all costs, expenses, charges and allocations of Contractor in connection with the FM Services in accordance with the approved budget, including, without limitation, the premium for any liability insurance policy which has been previously approved by State. State shall fund or pay for the procurement of goods and services directly passed through to State in connection with the FM Services.
f. As between Contractor and State, title to goods and services purchased by Contractor for State's benefit under this Section, and all warranties provided with respect to such goods and services, shall pass directly from the seller thereof to State.

g. Sales and Use Taxes. Contractor shall be responsible for any sales, use, gross receipts, value added and other consumption based taxes ("Sales and Use Taxes") with respect to any goods or services which Contractor obtains for Contractor's own use and not on behalf of State or for use in providing FM Services. Contractor shall retain the right to contest any Sales and Use Taxes assessed against Contractor. Contractor, to the extent possible, shall structure its purchases of goods and procurement of services as State's agent so as to maximize State's tax savings and still receive the benefit of Contractor's volume purchasing power. State shall be responsible for all Sales and Use Taxes with respect to any goods and services provided to State by Contractor, or any Subcontractor or vendor, and any goods or services procured by Contractor as State's agent or for the benefit of State.

h. Discounts and Rebates. Contractor agrees that State shall receive the benefit of all discounts and rebates obtainable by Contractor in its fulfillment of the obligations under this Contract. Contractor shall approve and process all bills and/or invoices so as to take full advantage of all early payment discounts and rebates but shall not be responsible for any loss of discount or rebate due to the timing of funding by State.

i. Contractor Payments. Contractor shall promptly pay or ensure that all fees, costs and expenses incurred by or on behalf of Contractor or any of its representatives, agents, Subcontractors or Vendors in performing the FM Services, other than those for which State is required under this Contract to pay directly, are paid. Contractor shall not be liable for late payments to project contractors, subcontractors, vendors or other third parties if State directs Contractor in writing to delay or withhold payment. Reference Tenn. Code Ann. §12-4-701 et seq. for more information.

C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel time, travel expenses, meals, or lodging, unless approved in advance by the Authorized Entity and billed in accordance with the "State Comprehensive Travel Regulations."

C.5. Invoice Requirements. The Contractor shall invoice the State only for goods delivered and accepted by the State or services satisfactorily provided at the amounts stipulated in Section C.3., above. Contractor shall submit invoices and necessary supporting documentation, no more frequently than once a month, and no later than thirty (30) days after goods or services have been provided to the Billing Address outlined in the Signed PA for that Authorized Entity. Note that each Authorized Entity that is an exempt agency according to Tenn. Code Ann. § 12-3-102 may request specific invoicing requirements or modifications based on their needs. These modifications will be outlined in Contract Attachment N, PA Section 14. Contractor’s invoicing requirements can be met by providing the State online access to Contractor’s invoicing detail.

a. Each invoice, on Contractor’s letterhead, shall clearly and accurately detail all of the following 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: Authorized Entity Name;
Customer account number (assigned by the Contractor to the above-referenced Customer);

Contractor name;

Contractor Tennessee Edison registration ID number;

Contractor contact for invoice questions (name, phone, or email);

Contractor remittance address;

Description of delivered goods or services provided and invoiced, including identifying information as applicable;

Number of delivered or completed units, increments, hours, or days as applicable, of each good or service invoiced;

Applicable payment methodology (as stipulated in Section C.3.) of each good or service invoiced;

Amount due for each compensable unit of good or service; and

Total amount due for the invoice period.

b. Contractor’s invoices shall:

(1) Only include charges for goods delivered or services provided as described in Section A and in accordance with payment terms and conditions set forth in Section C;

(2) Only be submitted for goods delivered or services completed and shall not include any charge for future goods to be delivered or services to be performed;

(3) Not include Contractor’s taxes, which includes without limitation Contractor’s sales and use tax, excise taxes, franchise taxes, real or personal property taxes, or income taxes; and

(4) Include shipping or delivery charges only as authorized in this Contract.

c. The timeframe for payment (or any discounts) begins only when the State is in receipt of an invoice that 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 other matter. A payment by the State shall not be construed as acceptance of goods delivered, any part of the services 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 that is determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, to not constitute proper compensation for goods delivered or services provided.

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 that 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, properly completed documentation.

a. The Contractor shall complete, sign, and present to the State the "Authorization Agreement for Automatic Deposit Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once this form is received by the State,
payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee, may be made by ACH; and

b. The Contractor shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Contractor's Federal Employer Identification Number or Social Security Number referenced in the Contractor’s Edison registration information.

D. MANDATORY TERMS AND CONDITIONS:

D.1. Required Approvals. The State is not bound by this Contract until it is duly approved by the Parties and all appropriate State officials in accordance with applicable Tennessee laws and regulations. Depending upon the specifics of this Contract, this may include approvals by the Commissioner of Finance and Administration, the Commissioner of Human Resources, the Comptroller of the Treasury, and the Chief Procurement Officer. Approvals shall be evidenced by a signature or electronic approval.

D.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. All communications, regardless of method of transmission, shall be addressed to the respective Party at the appropriate mailing address, facsimile number, or email address as stated below or any other address provided in writing by a Party.

The State Commercial Manager:

Name & Title  
Department Name  
Address  
Email Address  
Telephone # Number  
FAX # Number

The contact information for the primary contact for any Authorized Entity can be found in Contract Attachment N, PA Section 3.

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 effective upon receipt or recipient confirmation as may be required.

D.3. Modification and Amendment. This Contract may be modified only by a written amendment or a MOU in accordance with Section E.5 signed by all Parties and approved by all applicable State officials. The State’s exercise of a valid Renewal Option or Term Extension does not constitute an amendment so long as there are no other changes to the Contract’s terms and conditions.

RFP 32110-17103, Attachment 6.10, page 27
D.4. **Subject to Funds Availability.** The Contract is subject to the appropriation and availability of State or federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Contract upon written notice to the Contractor. The State’s exercise of its right to terminate this Contract shall not constitute a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. If the State terminates this Contract due to lack of funds availability, the Contractor shall be entitled to compensation for all conforming goods requested and accepted by the State and for all satisfactory and authorized services completed as of the termination date. Should the State exercise its right to terminate this Contract due to unavailability of funds, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages of any description or amount.

D.5. **Termination for Convenience.** Either Party may terminate this Contract without cause for any reason. A party’s exercise of its right to terminate this Contract for convenience shall not be deemed a breach of contract by either Party. The terminating Party shall give the other Party at least three hundred sixty five (365) days written notice before the termination date. The Contractor shall be entitled to compensation for all conforming goods delivered and accepted by the State or for satisfactory, authorized services completed as of the termination date, but in no event shall the State be liable to the Contractor for compensation for any good or service that has not been provided, nor shall the Contractor be relieved of any liability to the State for any damages or claims arising under this Contract.

Any Authorized Entity may terminate their PA without cause for any reason. The terminating Authorized Entity shall give the Contractor at least one hundred eighty (180) days written notice before the termination date. All other conditions listed above shall apply.

D.6. **Termination for Cause.** If a Party (“Breaching Party”) fails to properly perform its obligations under this Contract, or if a Party materially violates any terms of this Contract (“Breach Condition”), the other Party (“Non-breaching Party”) may provide written notice to the Breaching Party specifying the Breach Condition. If within one hundred eighty (180) days of notice, the Breaching Party has not cured the Breach Condition, the Non-breaching Party may terminate the Contract. In the event the Non-breaching Party is the State, the State may withhold payments in excess of compensation for completed services or provided goods. The Breaching Party shall not be relieved of liability to the Non-breaching Party for damages sustained by virtue of any breach of this Contract, and the Non-breaching Party may seek other remedies allowed at law or in equity for breach of this Contract.

D.7. **Assignment and Subcontracting.** The Contractor shall not assign this Contract or enter into a subcontract for any of the goods or services provided under this Contract without the prior written approval of the State. Notwithstanding any use of the approved subcontractors, the Contractor shall be the prime contractor and responsible for compliance with all terms and conditions of this Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving an assignment of this Contract in whole or in part or the use of subcontractors in fulfilling the Contractor’s obligations under this Contract.

D.8. **Conflicts of Interest.** The Contractor warrants that no part of the Contractor’s compensation 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 under 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 (6) 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 (6) months has been, an employee of the State of Tennessee.

D.9. **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, creed, color, religion, sex, national origin, or any other classification protected by federal or state law. The Contractor shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

D.10. **Prohibition of Illegal Immigrants.** The requirements of Tenn. Code Ann. § 12-3-309 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 agrees 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 Contract Attachment A, semi-annually during the Term. If the Contractor is a party to more than one contract with the State, the Contractor may submit one attestation that applies to all contracts with the State. All Contractor 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 Term, 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 under this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work under this Contract. Attestations obtained from 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. Contractor’s 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 Tenn. Code Ann. § 12-3-309 for acts or omissions occurring after its effective date.

e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not: (i) a United States citizen; (ii) a Lawful Permanent Resident; (iii) a person whose physical presence in the United States is authorized; (iv) allowed by the federal Department of Homeland Security and who, under federal immigration laws or regulations, is authorized to be employed in the U.S.; or (v) is otherwise authorized to provide services under the Contract.
D.11. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, for work performed or money received under this Contract, shall be maintained for a period of five (5) 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.12. 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.13. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.

D.14. Strict Performance. Failure by any Party to this Contract to require, in any one or more cases, 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 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.

D.15. Independent Contractor. The Parties shall not act as employees, partners, joint venturers, or associates of one another. The Parties are independent contracting entities. Nothing in this Contract shall be construed to create an employer/employee relationship or to allow either Party 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 are not employees or agents of the other Party.

D.16. Patient Protection and Affordable Care Act. The Contractor agrees that it will be responsible for compliance with the Patient Protection and Affordable Care Act ("PPACA") with respect to itself and its employees, including any obligation to report health insurance coverage, provide health insurance coverage, or pay any financial assessment, tax, or penalty for not providing health insurance. The Contractor shall indemnify the State and hold it harmless for any costs to the State arising from Contractor’s failure to fulfill its PPACA responsibilities for itself or its employees.

D.17. Limitation of State’s Liability. The State shall have no liability except as specifically provided in this Contract. In no event will the State be liable to the Contractor or any other party for any lost revenues, lost profits, loss of business, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Contract or otherwise. Notwithstanding anything else herein, the State’s total liability under this Contract (including without limitation any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Estimated Liability. This limitation of liability is cumulative and not per incident.

D.18. Limitation of Contractor’s Liability. In accordance with Tenn. Code Ann. § 12-3-701, the Contractor’s liability for all claims arising under this Contract shall be limited to an amount equal to two (2) times the Estimated Liability amount detailed in Section C.1. and as may be amended, PROVIDED THAT in no event shall this Section limit the liability of the Contractor for: (i) intellectual property or any Contractor indemnity obligations for infringement for third-party intellectual property rights; (ii) any claims covered by any specific provision in the Contract.
providing for liquidated damages; or (iii) any claims for intentional torts, criminal acts, fraudulent conduct, or acts or omissions that result in personal injuries or death.

D.19. **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 to enforce the terms of this Contract.

In the event of any suit or claim, the Parties shall give each other immediate notice and provide all necessary assistance to respond. The failure of the State to give notice shall only relieve the Contractor of its obligations under this Section to the extent that the Contractor can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Contractor, through its attorneys, the right to represent the State in any legal matter, as the right to represent the State is governed by Tenn. Code Ann. § 8-6-106.

D.20. **HIPAA Compliance.** The State and Contractor shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Health Information Technology for Economic and Clinical Health ("HITECH") Act and any other relevant laws and regulations regarding privacy (collectively the “Privacy Rules”). The obligations set forth in this Section shall survive the termination of this Contract.

a. Contractor warrants to the State that it is familiar with the requirements of the Privacy Rules, and will comply with all applicable 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 the Privacy Rules, in the course of performance of the Contract so that both parties will be in compliance with the Privacy Rules.

c. The State and the Contractor will sign documents as required by the Privacy Rules and that are reasonably necessary to keep the State and Contractor in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the parties under this Contract is NOT “protected health information” as defined by the Privacy Rules, or if the Privacy Rules permit the parties to receive or deliver the information without entering into a business associate agreement or signing another document.

d. The Contractor will indemnify the State and hold it harmless for any violation by the Contractor or its subcontractors of the Privacy Rules. This includes the costs of responding to a breach of protected health information, the costs of responding to a government enforcement action related to the breach, and any fines, penalties, or damages paid by the State because of the violation.

D.21. **Tennessee Department of Revenue Registration.** The Contractor shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Contract.

D.22. **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 offense 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, disqualified, or presently fall under any of the prohibitions of sections a-d.

D.23. Force Majeure

"Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the Party except to the extent that the non-performing Party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either Party from its obligations under this Contract. Except as set forth in this Section, any failure or delay by a Party in the performance of its obligations under this Contract arising from a Force Majeure Event is not a default under this Contract or grounds for termination. The non-performing Party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the Party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Contractor's representatives, suppliers, subcontractors, customers or business apart from this Contract is not a Force Majeure Event under this Contract. Contractor will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Contractor's performance longer than forty-eight (48) hours, the State may, upon notice to Contractor: (a) cease payment of the fees until Contractor resumes performance of the affected obligations; or (b) immediately terminate this Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Contractor will not increase its charges under this Contract or charge the State any fees other than those provided for in this Contract as the result of a Force Majeure Event.

D.24. State and Federal Compliance

The Contractor shall comply with all applicable state and federal laws and regulations in the performance of this Contract.
D.25. **Governing Law.** This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Tennessee Claims Commission or the state or federal courts in Tennessee shall be the venue for all claims, disputes, or disagreements arising under this Contract. The Contractor acknowledges and agrees that any rights, claims, or remedies against the State of Tennessee or its employees arising under this Contract shall be subject to and limited to those rights and remedies available under Tenn. Code Ann. §§ 9-8-101 - 407.

D.26. ** Entire Agreement.** This Contract is complete and contains the entire understanding between the Parties relating to its subject matter, 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, whether written or oral.

D.27. **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 of this Contract shall not be affected and shall remain in full force and effect. The terms and conditions of this Contract are severable.

D.28. **Headings.** Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

D.29. **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. An Authorized Entity’s PA to utilize this Contract. An Authorized Entity’s PA shall not diminish, change, or impact the rights of the State of Tennessee with regard to the State’s contractual relationship with the Contractor under the terms of this Contract.

b. any amendment to this Contract, with the latter in time controlling over any earlier amendments;

c. this Contract with any attachments or exhibits (excluding the items listed at subsections c. through f., below), which includes [identify attachments and exhibits];

d. any clarifications of or addenda to the Contractor’s proposal seeking this Contract;

e. the State solicitation, as may be amended, requesting responses in competition for this Contract;

f. any technical specifications provided to proposers during the procurement process to award this Contract; and

g. the Contractor’s response seeking this Contract.

D.30. **Iran Divestment Act.** The requirements of Tenn. Code Ann. § 12-12-111, addressing contracting with persons with investment activities in Iran, shall be a material provision of this Contract. The Contractor agrees, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.

D.31. **Equal Opportunity.** During the performance of this Contract, the Contractor agrees as follows:

a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
(1) Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising;
(2) Layoff or termination;
(3) Rates of pay or other forms of compensation; and
(4) Selection for training, including apprenticeship.

The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

c. If the State approves any subcontract, the subcontract shall include paragraphs (a) and (b) above.

D.32. Insurance. Contractor shall provide the State a certificate of insurance ("COI") evidencing the coverages and amounts specified below. The COI shall be provided ten (10) business days prior to the Effective Date and again upon renewal or replacement of coverages required by this Contract. If insurance expires during the Term, the State must receive a new COI at least thirty (30) calendar days prior to the insurance’s expiration date. If the Contractor loses insurance coverage, does not renew coverage, or for any reason becomes uninsured during the Term, the Contractor shall notify the State immediately.

The COI shall be on a form approved by the Tennessee Department of Commerce and Insurance ("TDCI") and signed by an authorized representative of the insurer. The COI shall list each insurer’s national association of insurance commissioners (also known as NAIC) number and list the State of Tennessee, Risk Manager, 312 Rosa L. Parks Ave., 3rd floor Central Procurement Office, Nashville, TN 37243 in the certificate holder section. At any time, the State may require the Contractor to provide a valid COI detailing coverage description; insurance company; policy number; exceptions; exclusions; policy effective date; policy expiration date; limits of liability; and the name and address of insured. The Contractor’s failure to maintain or submit evidence of insurance coverage is considered a material breach of this Contract.

If the Contractor desires to self-insure, then a COI will not be required to prove coverage. In place of the COI, the Contractor must provide a certificate of self-insurance or a letter on the Contractor’s letterhead detailing its coverage, liability policy amounts, and proof of funds to reasonably cover such expenses. Compliance with Tenn. Code Ann. § 50-6-405 and the rules of the TDCI is required for the Contractor to self-insure workers’ compensation.

All insurance companies must be: (a) acceptable to the State; (b) authorized by the TDCI to transact business in the State of Tennessee; and (c) rated A- VII or better by A. M. Best. The Contractor shall provide the State evidence that all subcontractors maintain the required insurance or that the subcontractors are included under the Contractor’s policy.

The Contractor agrees to name the State as an additional insured on any insurance policies with the exception of workers’ compensation (employer liability) and professional liability (errors and omissions) ("Professional Liability") insurance. Also, all policies shall contain an endorsement for a waiver of subrogation in favor of the State.

The deductible and any premiums are the Contractor’s sole responsibility. Any deductible over fifty thousand dollars ($50,000) must be approved by the State. The Contractor agrees that the
insurance requirements specified in this Section do not reduce any liability the Contractor has assumed under this Contract including any indemnification or hold harmless requirements. The State agrees that it shall give written notice to the Contractor as soon as practicable after the State becomes aware of any claim asserted or made against the State, but in no event later than thirty (30) calendar days after the State becomes aware of such claim. The failure of the State to give notice shall only relieve the Contractor of its obligations under this Section to the extent that the Contractor can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Contractor or its insurer, through its attorneys, the right to represent the State in any legal matter, as the right to represent the State is governed by Tenn. Code Ann. § 8-6-106.

All coverage required shall be on a primary basis and noncontributory with any other insurance coverage or self-insurance carried by the State. The State reserves the right to amend or require additional endorsements, types of coverage, and higher or lower limits of coverage depending on the nature of the work. Purchases or contracts involving any hazardous activity or equipment, tenant, concessionaire and lease agreements, alcohol sales, cyber-liability risks, environmental risks, special motorized equipment, or property may require customized insurance requirements (e.g. umbrella liability insurance) in addition to the general requirements listed below.

To achieve the required coverage levels, a combination of a specific policy written with an umbrella policy covering liabilities above stated limits is acceptable (For example: If appropriate limits are two million dollars ($2,000,000) per occurrence and two million dollars ($2,000,000) aggregate, acceptable coverage would include a specific policy covering one million dollars ($1,000,000) per occurrence and one million dollars ($1,000,000) aggregate written with an umbrella policy for one million dollars ($1,000,000) per occurrence and one million dollars ($1,000,000) aggregate. If the deficient underlying policy is for coverage area without aggregate limits (generally Automobile Liability and Employers’ Liability Accident), Contractor shall provide a copy of the umbrella insurance policy documents to ensure that no aggregate limit applies to the umbrella policy for that coverage area as well.

a. Commercial General Liability Insurance

1) The Contractor shall maintain commercial general liability insurance, which shall be written on an Insurance Services Office, Inc. (also known as ISO) occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from property damage, premises/operations, independent contractors, contractual liability, completed operations/products, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

2) The Contractor shall maintain bodily injury/property damage with a combined single limit not less than one million dollars ($1,000,000) per occurrence and ten million dollars ($10,000,000) aggregate for bodily injury and property damage, including products and completed operations coverage with an aggregate limit of at least two million dollars ($2,000,000).

b. Workers’ Compensation and Employer Liability Insurance

1) For Contractors statutorily required to carry workers’ compensation and employer liability insurance, the Contractor shall maintain:
i. Workers’ compensation in an amount not less than two million dollars ($2,000,000) including employer liability of two million dollars ($2,000,000) per accident for bodily injury by accident, two million dollars ($2,000,000) policy limit by disease, and two million dollars ($2,000,000) per employee for bodily injury by disease.

2) If the Contractor certifies that it is exempt from the requirements of Tenn. Code Ann. §§ 50-6-101 – 103, then the Contractor shall furnish written proof of such exemption for one or more of the following reasons:

   i. The Contractor employs fewer than five (5) employees;
   
   ii. The Contractor is a sole proprietor;
   
   iii. The Contractor is in the construction business or trades with no employees;
   
   iv. The Contractor is in the coal mining industry with no employees;
   
   v. The Contractor is a state or local government; or The Contractor self-insures its workers’ compensation and is in compliance with the TDCI rules and Tenn. Code Ann. § 50-6-405.

   c. Automobile Liability Insurance
      
      i. The Contractor shall maintain automobile liability insurance which shall cover liability arising out of any automobile (including owned, leased, hired, and non-owned automobiles).
      
      ii. The Contractor shall maintain bodily injury/property damage with a limit not less than five million dollars ($5,000,000) per occurrence or combined single limit.

   d. Professional Liability Insurance
      
      i. Professional liability insurance shall be written on an occurrence basis. This coverage may be written on a claims-made basis but must include an extended reporting period or “tail coverage” of at least two (2) years after the Term;
      
      ii. Any professional liability insurance policy shall have a limit not less than one million dollars ($1,000,000) per claim and two million dollars ($2,000,000) in the aggregate

   e. Crime/Fidelity Coverage
      
      i. The Contractor shall maintain crime insurance, which shall be written on a “loss sustained form” or “loss discovered form” providing coverage for third party fidelity. The policy must allow for reporting of circumstances or incidents that may give rise to future claims, include an extended reporting period of no less than two (2) year with respect to events which occurred but were not reported during the term of the policy, and not contain a condition requiring an arrest or conviction.
ii. Any crime insurance policy shall have a limit not less than five hundred thousand dollars ($500,000) per claim and one million dollars ($1,000,000) in the aggregate.

iii. This coverage may be written on a claims-made basis but must include an extended reporting period or “tail coverage” of at least two (2) years after the Term.

f. Umbrella/Excess Liability

The contractor shall maintain Umbrella/Excess liability insurance in the amount of fifteen million dollars ($15,000,000) and will apply over all liability policies, except Professional Liability, and will include, but not limited to Commercial General Liability, Automobile Liability, and Employers’ Liability.

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, the special terms and conditions shall be subordinate to the Contract's other terms and conditions.

E.2. 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 that is regarded as confidential under state or federal law shall be regarded as “Confidential Information.” Nothing in this Section shall permit Contractor to disclose any Confidential Information, 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. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Contractor shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law. The obligations set forth in this Section shall survive the termination of this Contract.

E.3. Printing Authorization. The Contractor agrees that no publication coming within the jurisdiction of Tenn. Code Ann. §§ 12-7-101, et seq., shall be printed pursuant to this Contract unless a printing authorization number has been obtained and affixed as required by Tenn. Code Ann. § 12-7-103 (d).

E.4. State Ownership of Goods. The State shall have ownership, right, title, and interest in all goods provided by Contractor under this Contract including full rights to use the goods and transfer title in the goods to any third parties.

E.5. Additional lines, items, or options. At its sole discretion, the State may make written requests to the Contractor to add lines, items, or options that are needed and within the Scope but were not included in the original Contract. Such lines, items, or options will be added to the Contract through a Memorandum of Understanding (“MOU”), not an amendment.

a. After the Contractor receives a written request to add lines, items, or options, the Contractor shall have ten (10) business days to respond with a written proposal. The Contractor’s written proposal shall include:

(1) The effect, if any, of adding the lines, items, or options on the other goods or services required under the Contract;
(2) Any pricing related to the new lines, items, or options;
(3) The expected effective date for the availability of the new lines, items, or options; and
(4) Any additional information requested by the State.

b. The State may negotiate the terms of the Contractor's proposal by requesting revisions to the proposal.

c. To indicate acceptance of a proposal, the State will sign it. The signed proposal shall constitute a MOU between the Parties, and the lines, items, or options shall be incorporated into the Contract as if set forth verbatim.

d. Only after a MOU has been executed shall the Contractor perform or deliver the new lines, items, or options.

e. A MOU may also be executed to:
   (1) Agree to or modify (i) the KPIs and a scoring methodology for evaluating KPI performance, (ii) budgets, and (iii) changes in governance for an Authorized Entity’s specific PA
   (2) Agree to or modify the Performance Measures and a scoring methodology for evaluating Contractor performance
   (3) Increase or decrease the square footage of the facilities in Scope for an Authorized Entity (as outlined in Contract Attachment N, PA Section 1)
   (4) Add Potential In-Scope Services to the Scope of an Authorized Entity’s PA, provided so long as the cumulative result of such change does not increase the total approved budget by more than x percent (x%)


a. Definitions.
   (1) “Contractor-Owned Software,” shall mean commercially available software the rights to which are owned by Contractor, including but not limited to commercial “off-the-shelf” software which is not developed using State’s money or resources.
   (2) “Custom-Developed Application Software,” shall mean customized application software developed by Contractor solely for State.
   (3) “Rights Transfer Application Software,” shall mean any pre-existing application software owned by Contractor or a third party, provided to State and to which Contractor will grant and assign, or will facilitate the granting and assignment of, all rights, including the source code, to State.
   (4) “Third-Party Software,” shall mean software not owned by the State or the Contractor.
   (5) “Work Product,” shall mean all deliverables exclusive of hardware, such as software, software source code, documentation, planning, etc., that are created, designed, developed, or documented by the Contractor exclusively for the State during the course of the project using State’s money or resources, including Custom-Developed Application Software. If the deliverables under this Contract include Rights Transfer Application Software, the definition of Work Product shall also include such software. Work Product shall not include Contractor-Owned Software or Third-Party Software.

b. Rights and Title to the Software
(1) All right, title and interest in and to the Contractor-Owned Software shall at all times remain with Contractor, subject to any license granted under this Contract.

(2) All right, title and interest in and to the Work Product, and to modifications thereof made by State, including without limitation all copyrights, patents, trade secrets and other intellectual property and other proprietary rights embodied by and arising out of the Work Product, shall belong to State. To the extent such rights do not automatically belong to State, Contractor hereby assigns, transfers, and conveys all right, title and interest in and to the Work Product, including without limitation the copyrights, patents, trade secrets, and other intellectual property rights arising out of or embodied by the Work Product. Contractor and its employees, agents, contractors or representatives shall execute any other documents that State or its counsel deem necessary or desirable to document this transfer or allow State to register its claims and rights to such intellectual property rights or enforce them against third parties.

(3) All right, title and interest in and to the Third-Party Software shall at all times remain with the third party, subject to any license granted under this Contract.

c. The Contractor may use for its own purposes the general knowledge, skills, experience, ideas, concepts, know-how, and techniques obtained and used during the course of performing under this Contract. The Contractor may develop for itself, or for others, materials which are similar to or competitive with those that are produced under this Contract.

E.7. Software License Warranty. Contractor grants a license to the State to use all software provided under this Contract in the course of the State’s business and purposes.

E.8. Software Support and Maintenance Warranty. Contractor shall provide to the State all software upgrades, modifications, bug fixes, or other improvements in its software that it makes generally available to its customers.

E.9. Extraneous Terms and Conditions. Contractor shall fill all orders submitted by the State under this Contract. No purchase order, invoice, or other documents associated with any sales, orders, or supply of any good or service under this Contract shall contain any terms or conditions other than as set forth in the Contract. Any such extraneous terms and conditions shall be void, invalid and unenforceable against the State. Any refusal by Contractor to supply any goods or services under this Contract conditioned upon the State submitting to any extraneous terms and conditions shall be a material breach of the Contract and constitute an act of bad faith by Contractor.

E.10. Reimbursement. This Contract provides for reimbursement of the cost of goods, materials, supplies, equipment, or contracted services. Any goods, materials, supplies, equipment or contracted services procured by Contractor under this Contract shall be procured on a competitive basis when practicable. The Contractor shall maintain documentation supporting Contractor’s request for reimbursement. In each instance where it is determined that use of a competitive procurement method was not practicable, Contractor shall seek approval of the State Agency Head’s Title to procure by non-competitive procurement as a condition for reimbursement.

Act of 1974 (20 U.S.C. 1232(g)) and its accompanying regulations (34 C.F.R. § 99) (“FERPA”). The Contractor warrants that the Contractor is familiar with FERPA requirements and that it will comply with these requirements in the performance of its duties under this Contract. The Contractor agrees to cooperate with the State, as required by FERPA, in the performance of its duties under this Contract. The Contractor agrees to maintain the confidentiality of all education records and student information. The Contractor shall only use such records and information for the exclusive purpose of performing its duties under this Contract.

The Contractor shall also comply with Tenn. Code Ann. § 49-1-701, et seq., known as the “Data Accessibility, Transparency and Accountability Act,” and any accompanying administrative rules or regulations (collectively “DATAA”). The Contractor agrees to maintain the confidentiality of all records containing student and de-identified data, as this term is defined in DATAA, in any databases, to which the State has granted the Contractor access, and to only use such data for the exclusive purpose of performing its duties under this Contract.

Any instances of unauthorized disclosure of data containing personally identifiable information in violation of FERPA or DATAA that come to the attention of the Contractor shall be reported to the State within twenty-four (24) hours. Contractor shall indemnify and hold harmless State, its employees, agents and representatives, from and against any and all claims, liabilities, losses, or causes of action that may arise, accrue, or result to any person or entity that is injured or damaged as a result of Contractor’s failure to comply with this section.

E.12. 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 use under this Contract. Upon termination of this Contract, all property furnished by the State shall be returned to the State in the same condition as when received, less reasonable wear and tear. Should the property be destroyed, lost, or stolen, the Contractor shall be responsible to the State for the fair market value of the property at the time of loss.

E.13. Prohibited Advertising or Marketing. The Contractor shall not suggest or imply in advertising or marketing materials that Contractor’s goods or services are endorsed by the State. The restrictions on Contractor advertising or marketing materials under this Section shall survive the termination of this Contract.

E.14. Public Accountability. If the Contractor is subject to Tenn. Code Ann. §§ 8-4-401, et seq., or if this Contract involves the provision of services to citizens by the Contractor on behalf of the State, the Contractor agrees to establish a system through which recipients of services may present grievances about Contractor’s operation of the service program. The Contractor shall also display in a prominent place, located near the passageway through which the public enters in order to receive contract-supported services, a sign at least eleven inches (11”) in height and seventeen inches (17”) in width stating the following:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY THAT YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER’S TOLL-FREE HOTLINE: 1-800-232-5454

The sign shall be of the form prescribed by the Comptroller of the Treasury. The contracting state agency shall request copies of the sign from the Comptroller of the Treasury and provide signs to contractors.
E.15. **Environmental Tobacco Smoke.** Pursuant to the provisions of the federal “Pro-Children Act of 1994” and the Tennessee "Children's Act for Clean Indoor Air of 1995," the Contractor shall prohibit smoking of tobacco products within any indoor premises in which services are provided pursuant to this Contract to individuals under the age of eighteen (18) years. The Contractor shall post “no smoking” signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Contract.

E.16. **Prison Rape Elimination Act (PREA).** The Contractor must comply with the Prison Rape Elimination Act (PREA) of 2003 (Federal law 42 U.S.C. 15601 et. seq.), with all applicable Federal PREA standards, and with all State policies and standards related to PREA for preventing, detecting, monitoring, investigating, and eradicating any form of sexual abuse within facilities/programs/offices owned, operated, or contracted.

E.17. **Lobbying.** The Contractor certifies, to the best of its knowledge and belief, that:

a. No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

c. The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

E.18. **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 Response to RFP # 32110-17103 (Contract Attachment B) and resulting in this Contract.

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 Tennessee service-disabled veterans. Such reports shall be provided to the State of Tennessee Governor's Office of Diversity Business Enterprise in the required form and substance.
E.19. **Payment Bond.** For all Purchase Orders on public works in excess of $100,000 (in accordance with Tenn. Code Ann. §12-4-201), Contractor shall provide to the State a payment bond guaranteeing that the Contractor’s subcontractors, laborers, and material suppliers will be paid for performance under this Contract with the additional obligation that such contractor shall promptly make payment of all taxes, licenses, assessments, contributions, penalties, and interest. The payment bond will be in an amount equal to twenty-five percent (25%) of the Purchase Order total amount. The Contractor shall submit the bond no later than the day immediately preceding the date of the Purchase Order and in the manner and form prescribed by the State at Contract Attachment P. The bond shall be issued by a company licensed to issue such a bond in the State of Tennessee. The State reserves the right to review the bond amount and bond requirements at any time during the Term.

Failure to provide to the State the payment bond as required under this Contract may result in this Contract being terminated by the State. The payment bond required under this Contract shall not be reduced during the Term without the State’s prior written approval.

E.20. **Intellectual Property.** The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims or suits which may be brought against the State concerning or arising out of any claim of an alleged patent, copyright, trade secret or other intellectual property infringement. In any such claim or action brought against the State, the Contractor shall satisfy and indemnify the State for the amount of any settlement or final judgment, and the Contractor shall be responsible for all legal or other fees or expenses incurred by the State arising from any such claim. The State shall give the Contractor notice of any such claim or suit, however, the failure of the State to give such notice shall only relieve Contractor of its obligations under this Section to the extent Contractor can demonstrate actual prejudice arising from the State’s failure to give notice. This Section shall not grant the Contractor, through its attorneys, the right to represent the State of Tennessee in any legal matter, as provided in Tenn. Code Ann. § 8-6-106.

E.21. **Partial Takeover of Contract.** The State may, at its convenience and without cause, exercise a partial takeover of any service that the Contractor is obligated to perform under this Contract, including any service which is the subject of a subcontract between Contractor and a third party (a “Partial Takeover”). A Partial Takeover of this Contract by the State shall not be deemed a breach of contract. The Contractor shall be given at least thirty (30) days prior written notice of a Partial Takeover. The notice shall specify the areas of service the State will assume and the date the State will be assuming. The State’s exercise of a Partial Takeover shall not alter the Contractor’s other duties and responsibilities under this Contract. The State reserves the right to withhold from the Contractor any amounts the Contractor would have been paid but for the State’s exercise of a Partial Takeover. The amounts shall be withheld effective as of the date the State exercises its right to a Partial Takeover. The State’s exercise of its right to a Partial Takeover of this Contract shall not entitle the Contractor to any actual, general, special, incidental, consequential, or any other damages irrespective of any description or amount.

E.22. **Unencumbered Personnel.** The Contractor shall not restrict its employees, agents, subcontractors or principals who perform services for the State under this Contract from performing the same or similar services for the State after the termination of this Contract, either as a State employee, an independent contractor, or an employee, agent, subcontractor or principal of another contractor with the State.

E.23. **Personally Identifiable Information.** While performing its obligations under this Contract, Contractor may have access to Personally Identifiable Information held by the State (“PII”).
the purposes of this Contract, “PII” includes “Nonpublic Personal Information” as that term is
defined in Title V of the Gramm-Leach-Billey Act of 1999 or any successor federal statute, and the
rules and regulations thereunder, all as may be amended or supplemented from time to time
(“GLBA”) and personally identifiable information and other data protected under any other
applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal
information (“Privacy Laws”). Contractor agrees it shall not do or omit to do anything which would
cause the State to be in breach of any Privacy Laws. Contractor shall, and shall cause its
employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII
only as necessary to carry out those specific aspects of the purpose for which the PII was
disclosed to Contractor and in accordance with this Contract, GLBA and Privacy Laws; and (ii)
implement and maintain appropriate technical and organizational measures regarding information
security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or
hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII.
Contractor shall immediately notify State: (1) of any disclosure or use of any PII by Contractor or
any of its employees, agents and representatives in breach of this Contract; and (2) of any
disclosure of any PII to Contractor or its employees, agents and representatives where the
purpose of such disclosure is not known to Contractor or its employees, agents and
representatives. The State reserves the right to review Contractor’s policies and procedures used
to maintain the security and confidentiality of PII and Contractor shall, and cause its employees,
agents and representatives to, comply with all reasonable requests or directions from the State to
enable the State to verify and/or procure that Contractor is in full compliance with its obligations
under this Contract in relation to PII. Upon termination or expiration of the Contract or at the
State’s direction at any time in its sole discretion, whichever is earlier, Contractor shall
immediately return to the State any and all PII which it has received under this Contract and shall
destroy all records of such PII.

The Contractor shall report to the State any instances of unauthorized access to or potential
disclosure of PII in the custody or control of Contractor ("Unauthorized Disclosure") that come to
the Contractor’s attention. Any such report shall be made by the Contractor within twenty-four
(24) hours after the Unauthorized Disclosure has come to the attention of the Contractor.
Contractor shall take all necessary measures to halt any further Unauthorized Disclosures. The
Contractor, at the sole discretion of the State, shall provide no cost credit monitoring services for
individuals whose PII was affected by the Unauthorized Disclosure. The Contractor shall bear the
cost of notification to all individuals affected by the Unauthorized Disclosure, including individual
letters and public notice. The remedies set forth in this Section are not exclusive and are in
addition to any claims or remedies available to this State under this Contract or otherwise
available at law.

E.24. Purchases by an Authorized Entity.

The purpose of this Contract is to establish a source of supply for all Authorized Entities who elect
to participate by executing a Participating Addendum (Contract Attachment N). Authorized
Entities include the following: state agencies; state governmental entities including the legislative
branch, the judicial branch, the board of trustees of the University of Tennessee system, the
Tennessee board of regents system, and the state university boards; local governmental units
within the State of Tennessee; any private nonprofit institution of higher education chartered in
this state; and, any corporation which is exempted from taxation under 26 U.S.C. § 501(c) (3), as
amended, and that contracts with the Department of Mental Health and Substance Abuse
Services to provide services or support to the public (Tenn. Code Ann. § 33-2-1001).

E.25. Environmental Matters; Pre-Existing Conditions.
a. Contractor Not an Owner, Generator or Transporter. State acknowledges that Contractor is not an environmental expert or consultant in the field of Hazardous Materials (as hereinafter defined). Therefore, with respect to any significant environmental conditions or issues pertaining to Hazardous Materials at any Facility or any other property owned, leased or otherwise controlled by State, State agrees and acknowledges that Contractor and its agents, officers, directors, partners, shareholders and employees are not and shall not be deemed "generators" or "transporters" (or have any comparable legal status) for purposes of any applicable laws pertaining to Hazardous Materials. Accordingly, notwithstanding any provision hereof to the contrary, with respect to any Hazardous Materials that may be present below, on, under, in, about or otherwise affecting any Facility or such other property, Contractor shall not be responsible for detecting, handling, removing, remediating, storing, transporting or disposing of Hazardous Materials (each a "Hazardous Activity"), except to the extent of any Hazardous Materials, brought onto the Facilities and used by Contractor in the ordinary course of providing the FM Services. Contractor shall not use Hazardous Materials except in the ordinary course of providing the FM Services and in compliance with applicable laws. "Hazardous Materials" shall mean any hazardous material or substance which is or becomes defined as a "hazardous waste," "hazardous substance," "hazardous material," pollutant, or contaminant under any applicable law.

b. Other Pre-Existing Conditions and Defects. Contractor shall not be responsible for remediating any pre-existing conditions of any Facility that may adversely affect the operations, maintenance or use of such Facility or the health or safety of persons or property. In addition, Contractor shall not be responsible for detecting or remediating structural or latent defects or other defects in the design or construction of a Facility or manufacturing defects in equipment within a Facility, whether pre-existing or arising during the Term. This Section E.25 shall survive the expiration or termination of this Contract. All references to Contractor in this Section E.25 shall be deemed to include any representative of Contractor that provides FM Services.

c. Hazardous Activities. Contractor and State acknowledge that, from time to time, there may be Hazardous Materials on a Facility that Contractor is requested by State to clean up, dispose of, remove or otherwise handle or deal with in some fashion, including materials or substances that are not suspected to be Hazardous Materials but in fact are Hazardous Materials. If so requested by State, Contractor may elect to engage in a Hazardous Activity or refuse to do so in its sole discretion. Furthermore, if Contractor elects to engage in any Hazardous Activity, it may at any time cease the performance of such Hazardous Activity. Neither the refusal to engage in a Hazardous Activity nor the termination of a Hazardous Activity previously commenced shall be deemed in any way to be a default or breach under this Contract or otherwise subject Contractor to penalty or liability, except where the refusal contradicts State or Federal Regulations.

E.26. Indemnity for Subcontractors. Contractor shall be solely responsible for the proper selection, management, administration and supervision of Subcontractors and shall enforce the performance by Subcontractors of all their obligations under the Contractor Contracts, and under the Managed Contracts and Assigned Contracts for events occurring on or after the Effective Date (including, without limitation, the obligations of Subcontractors to indemnify State for all damages, liabilities, losses and claims arising from the acts and omissions of Subcontractors). Contractor shall indemnify, defend and hold harmless State and its officers, directors, employees, agents, successors and assigns from and against any and all third party damages, judgments, liabilities, fines, penalties, losses, claims, actions, demands, lawsuits, costs, and expenses including, without limitation, reasonable attorneys' fees, that arise out of or relate to any and all claims as a result of Contractor's failure to properly select, manage, administer and supervise the Subcontractors or to enforce Subcontractor's obligations under the Contractor Contracts, and under the Managed Contracts or Assigned Contracts for events occurring on or after the Effective Date.
E.27. Community Rehabilitation Agency of Tennessee. Contractor acknowledges and agrees that it shall comply with State law and rules pertaining to Community Rehabilitation Agency of Tennessee certified products and services.

E.28. Data Retention. The Contractor will not destroy any of the State’s data or records, even in the event of Contract cancellation or expiration, for three hundred sixty five (365) days, unless the record disposition authorization is otherwise specified by the State as a longer period, following the cancellation or final expiration date of the Contract term. This retention period is separate from the retention period under Contract Section D.11.

E.28.1. For three hundred sixty five (365) calendar days prior to the expiration date of this Contract, or upon notice of termination of this Contract, Contractor shall assist the State in extracting and/or transitioning all Data in a format determined by the State (“Data Transition Period”). During the Data Transition Period, Contractor and Data access shall continue to be made available to the State without alteration. Following the expiration or termination of the Contract and upon the export (transitioning) of the Data, as applicable, the Data will be deleted in accordance with Contractor’s procedures.

E.28.2. No Data shall be copied, modified, destroyed or deleted by Contractor other than for normal operation or maintenance of Contractor during the Contract period without prior written notice to and written approval by the State and in accordance with any applicable records disposition authorization (See Tenn. Code Ann. § 10-7-303.).

E.28.3. Upon request from authorized users of the State, Contractor shall return or destroy any State data provided under this Contract.

IN WITNESS WHEREOF,

CONTRACTOR LEGAL ENTITY NAME:

______________________________  ______________________________
CONTRACTOR SIGNATURE        DATE

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

STATE AGENCY NAME:

______________________________  ______________________________
NAME & TITLE                  DATE

RFP 32110-17103, Attachment 6.10, page 45
ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

<table>
<thead>
<tr>
<th>SUBJECT CONTRACT NUMBER:</th>
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<th>CONTRACTOR LEGAL ENTITY NAME:</th>
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<tr>
<th>EDISON VENDOR IDENTIFICATION NUMBER:</th>
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</table>

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. Attach evidence documenting the individual's authority to contractually bind the Contractor, unless the signatory is the Contractor's chief executive or president.

PRINTED NAME AND TITLE OF SIGNATORY

DATE OF ATTESTATION
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 Tennessee 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, gender, Tennessee service-disabled veteran) 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 businesses owned by minority, women, Tennessee 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, Tennessee 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)
STATEMENT OF INTENT

This is a placeholder for the final Statement of Intent (Shared Vision Statement, Guiding Principles, and Statements of Intended Behavior) that will be inserted prior to Contract award.
This is a placeholder for the final Requirements Roadmap (which links the Desired Outcomes and Statements of Objective to the performance indicators and key metrics) that will be inserted prior to Contract award.
PERFORMANCE MANAGEMENT

This is a placeholder for the final Performance Management Plan that will be inserted prior to Contract award.
PRICING SCHEDULE AND METHODOLOGY

Insert Contractor’s Pricing for the Campuses evaluated during site Visits and Pricing Model to be used for any other entity that signs a PA in order to utilize this contract. If one of the campuses decides to change the level of services or modify existing services, the Pricing Model will be used to obtain their new price.
GUARDRAILS

This is a placeholder for the final Guardrails that will be inserted prior to Contract award.
This is a placeholder for the final Relationship Management Framework (including Governance Roles) that will be inserted prior to Contract award.
TRANSFORMATION MANAGEMENT

This is a placeholder for the final Transformation Management Framework (that will be inserted prior to Contract award.)
EXIT MANAGEMENT

This is a placeholder for the final Exit Management Plan that will be inserted prior to Contract award.
SPECIAL CONCERNS AND EXTERNAL REQUIREMENTS

This is a placeholder for the Special Concerns and External Requirements that will be inserted prior to Contract award.
The table below outlines the resources that the State intends to provide to support the Governance of this Contract. These resources represent the middle layer of the overall Governance Structure shown in the diagram below the table.

<table>
<thead>
<tr>
<th>Level</th>
<th>Contract Start</th>
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<tbody>
<tr>
<td>Leadership</td>
<td>Governance Executive Manage the overall relationship</td>
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<td></td>
<td>1. Relationship Management</td>
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<tr>
<td></td>
<td>2. Transition Leadership Provide transition oversight and assure teams formed</td>
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<tr>
<td></td>
<td>and effective</td>
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<tr>
<td>Manage for Today</td>
<td>Operational Executive Maintain consistency of approach as for operational</td>
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<td>decision-making and issue resolution</td>
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<td>Manage for Tomorrow</td>
<td>Commercial and Service Management CPO Solicitation Coordinator</td>
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<td>Initial Transitions Relationship Executive (silo neutral – “an advocate that I</td>
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<td>can trust – that will hold my hand and get me ‘there’”)</td>
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<td></td>
<td>Operational Executive</td>
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<td>Transformational Executive</td>
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<td>Transition Executive</td>
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<td>• Shepherd / facilitate</td>
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<td>• Work with designated Provider Transition PM’s</td>
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<td></td>
<td>Commercial Manager (aggregated)</td>
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<td>As it scales…</td>
<td>Relationship Executive (silo neutral)</td>
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<td>Operational Executives</td>
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<td>• Gen Govt</td>
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<td>• LGI</td>
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<td>• TBR</td>
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<td>Transformational Executives (silo neutral)</td>
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<td>• Change Executive</td>
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<td>• Data / Business Intel</td>
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<td></td>
<td>• Transformation</td>
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<td>Plus SME support from Systems</td>
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<tr>
<td></td>
<td>Commercial Manager (silo neutral)</td>
</tr>
<tr>
<td></td>
<td>Supported by key individuals from Systems</td>
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</tbody>
</table>

![Governance Structure Diagram](image)
STREAM DATA STANDARDS

Introduction:
This attachment and each of its sections describes State of Tennessee Real Estate Asset Management’s (“STREAM”) data gathering requirements and data standards for the Contractor when performing the following business functions on behalf of STREAM:
- Facilities Maintenance – includes preventative maintenance and on-demand maintenance.
- Equipment Inventory
- Facilities Condition Assessments

Section 1: The Management, Maintenance, and Delivery of Data

1.1 Facilities Maintenance Data
The Contractor will manage work orders and maintain Facilities Maintenance data. Historical extracts of this data will be provided to STREAM in a file format, delivery method, and schedule agreed upon between STREAM and the Contractor. See Section 2 for further details.

1.2 Equipment Inventory and Facilities Conditions Assessment Data
STREAM may require the Contractor to –
- manage and maintain an inventory of equipment data; or
- perform Facilities Conditions Assessments; or
- both

The data gathered during these processes must be delivered directly to STREAM’s integrated workplace management system, Archibus. The data must match the exact format and standards used in STREAM’s Archibus system. The Contractor may opt to enter the data directly into Archibus, in which case STREAM will provide the Contractor with instructions on the proper procedures and standards for entering data into the system. An alternative to keying data directly into STREAM’s Archibus system is the electronic transmission of interface files, as described in Section 1.2.2.

1.2.1 Timeliness / Time-sensitivity of Data
Conditions Assessment and Equipment Inventory data must be delivered to Archibus within one week of when the information was gathered. This includes all photos taken.

1.2.2 Optional – The Electronic Transmission of Data
An alternative to keying data directly into STREAM’s Archibus system is the electronic transmission of interface files. However, this must be agreed to in-advance by STREAM. The Contractor is responsible for transmitting the data and photos using an agreed upon delivery methodology, file layout, file format, and time schedule. The data must be accurate and the data requirements and standards must be followed. The state can rescind this option if the Contractor does not adhere to the agreement.

1.3 Reports
The Contractor is responsible for providing Facilities Maintenance reports and dashboards to STREAM.

1.4 Central Point of Contact for Data Issues
The Contractor will assign a point person responsible for ensuring compliance with the data requirements and standards in this document. This individual will serve as the central point of communication between the Contractor and STREAM for data and reporting matters.

Section 2: Facilities Maintenance (FM) Data Extract:
The Contractor will maintain a set of preventative maintenance and on demand work order data. Incremental historical extracts of this data must be provided to STREAM in a file format, method of delivery, and schedule agreed upon between STREAM and the Contractor. The purpose of this extract is to provide STREAM with a historical repository of data and is not intended to be used for the management of FM operations. The extract must include the data elements listed below and follow the data standards and requirements as defined. Note that when the term “work order” is used below, it includes to both preventative maintenance and on-demand requests.

A Mock Extract can be found in the embedded spreadsheet:

![Mock Extract.xlsx](Mock Extract.xlsx)

### Required Facilities Maintenance Data Elements and Data Standards –

<table>
<thead>
<tr>
<th>Name:</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Work Order ID</td>
<td>A unique identifier for each work order record.</td>
</tr>
<tr>
<td>Required:</td>
<td>Yes</td>
</tr>
<tr>
<td>Format:</td>
<td>CHAR(Up to 16).</td>
</tr>
<tr>
<td>Example:</td>
<td>See Column A on Section X.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name:</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Department Code</td>
<td>A unique ID that identifies the State Agency that initiated the complaint or request. STREAM will provide a list of valid division codes and descriptions to the Contractor upon request or these values can be looked up in STREAM's Archibus system.</td>
</tr>
<tr>
<td>Required:</td>
<td>Yes</td>
</tr>
<tr>
<td>Format:</td>
<td>CHAR. A specific list of values will be provided to the Contractor upon request or these values can be looked up in STREAM's Archibus system.</td>
</tr>
<tr>
<td>Example:</td>
<td>See Column B on Section X.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name:</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>STREAM Building Code</td>
<td>A unique ID that allows user to identify building. STREAM will provide a list of valid building codes and descriptions to the Contractor upon request or these values can be looked up in STREAM's Archibus system.</td>
</tr>
<tr>
<td>Required:</td>
<td>Yes</td>
</tr>
<tr>
<td>Format:</td>
<td>CHAR(8).</td>
</tr>
<tr>
<td>Example:</td>
<td>See Column C on Section X.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name:</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Floor</td>
<td>The floor number where the work was performed. Floor numbers must follow RFP 32110-17103, Attachment 6.10, page 60</td>
</tr>
</tbody>
</table>

RFP 32110-17103, Attachment 6.10, page 60
<table>
<thead>
<tr>
<th>Name:</th>
<th>Work Order Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>Definition:</td>
<td>A field that will allow the Contractor to select “On Demand Work” or “Preventative Maintenance” for the work order.</td>
</tr>
<tr>
<td>Required:</td>
<td>Yes.</td>
</tr>
<tr>
<td>Format:</td>
<td>CHAR(2*). Selection from a specific list of values. <em>The option to substitute the listed values for other values is subject to approval by STREAM.</em></td>
</tr>
</tbody>
</table>
| Selection:  | *PM  
              *OD                                           |
| Example:    | See Column E on Section X.                          |

<table>
<thead>
<tr>
<th>Name:</th>
<th>Work Order Priority</th>
</tr>
</thead>
<tbody>
<tr>
<td>Definition:</td>
<td>A field that will allow the Contractor to select the priority level of the work order.</td>
</tr>
<tr>
<td>Required:</td>
<td>Yes.</td>
</tr>
<tr>
<td>Format:</td>
<td>CHAR(32). Selection from a specific list of values. <em>The option to substitute the listed values for other values is subject to approval by STREAM.</em></td>
</tr>
</tbody>
</table>
| Selection:  | *Emergency  
              *Urgent  
              *Normal  
              *Routine  
              *Preventative Maintenance |
| Example:    | See Column F on Section X.                          |

<table>
<thead>
<tr>
<th>Name:</th>
<th>Date Received</th>
</tr>
</thead>
<tbody>
<tr>
<td>Definition:</td>
<td>The date the work order was generated.</td>
</tr>
<tr>
<td>Required:</td>
<td>Yes.</td>
</tr>
<tr>
<td>Format:</td>
<td>DATE(MM/DD/YYYY).</td>
</tr>
<tr>
<td>Example:</td>
<td>See Column G on Section X.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name:</th>
<th>Requested By</th>
</tr>
</thead>
<tbody>
<tr>
<td>Definition:</td>
<td>Name of individual who requested the work order.</td>
</tr>
<tr>
<td>Required:</td>
<td>Yes.</td>
</tr>
<tr>
<td>Format:</td>
<td>CHAR(Up to 32) (Last Name, First Name).</td>
</tr>
<tr>
<td>Example:</td>
<td>See Column H on Section X.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name:</th>
<th>Requestor Email</th>
</tr>
</thead>
<tbody>
<tr>
<td>Definition:</td>
<td>The valid Email address of individual who requested the work order.</td>
</tr>
<tr>
<td>Required:</td>
<td>Yes.</td>
</tr>
<tr>
<td>Format:</td>
<td>CHAR(Up to 32) Freeform.</td>
</tr>
<tr>
<td>Example:</td>
<td>See Column I on Section X.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name:</th>
<th>Created By</th>
</tr>
</thead>
<tbody>
<tr>
<td>Required:</td>
<td>Yes.</td>
</tr>
<tr>
<td>Format:</td>
<td></td>
</tr>
<tr>
<td>Example:</td>
<td></td>
</tr>
<tr>
<td>Name:</td>
<td>Definition</td>
</tr>
<tr>
<td>------</td>
<td>------------</td>
</tr>
<tr>
<td>Assigned To Name</td>
<td>Name of individual who created the work order. If work order was computer generated use “System.”</td>
</tr>
<tr>
<td>Date Assigned</td>
<td>The date the work order was assigned to the technician.</td>
</tr>
<tr>
<td>Date Started</td>
<td>The date technician began working on request.</td>
</tr>
<tr>
<td>Completion Due Date</td>
<td>The scheduled due date for the completion of the work order.</td>
</tr>
<tr>
<td>Completion Date</td>
<td>The date work was completed and closed out.</td>
</tr>
<tr>
<td>SLA Met?</td>
<td>Field that shows if the Service Level Agreement (SLA) was met.</td>
</tr>
<tr>
<td>Why Wasn’t SLA Met?</td>
<td>Freeform field that contains the reason why the SLA is not met or work order is past due. Ex: “The filter needed to be replaced but part needs to be special RFP 32110-17103, Attachment 6.10, page 62</td>
</tr>
<tr>
<td>Name</td>
<td>Definition</td>
</tr>
<tr>
<td>-----------------------------</td>
<td>----------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Work Order Category</td>
<td>A list of work types by categories.</td>
</tr>
<tr>
<td>Original Message</td>
<td>A freeform field that contains the original work order request message. For on-demand work orders this will be the message the customer entered for the original request/problem. For preventative maintenance this will be the procedure and steps taken to perform the maintenance.</td>
</tr>
<tr>
<td>Statement of Work</td>
<td>A freeform field that describes the work performed. Should be used for any comments about work performed.</td>
</tr>
</tbody>
</table>
| Equipment Involved?         | Field to depict if a piece of equipment is involved in the work order. Answer "Yes" when equipment has failed to function properly or normally, or has stopped functioning altogether. For example, a customer complains about the room temperature and the technician determines that a chiller needs repair. In this case, select “Yes.” On the other hand, if a simple thermostat adjustment |                  |                                               | RFP 32110-17103, Attachment 6.10, page 63
<table>
<thead>
<tr>
<th>Name: Equipment Code</th>
<th>Definition: In accordance with the State of Tennessee BIM Standards Appendix D, the equipment code must be entered for new or replacement equipment in the format of the Equipment Naming Standard. Please reference the Section 3 for additional information regarding the use of the naming standard.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Required: Yes, when equipment has failed to function properly or normally, or has stopped functioning altogether.</td>
<td></td>
</tr>
<tr>
<td>Format: Please refer to the Equipment Code Naming Standard shown below in Diagram 1 and described in detail in Section 2 of this document.</td>
<td></td>
</tr>
<tr>
<td>Example: See Column T on Section X.</td>
<td></td>
</tr>
</tbody>
</table>

In addition to the data fields defined above, the Contractor may capture other useful Facilities Maintenance data as part of their normal business practices. STREAM reserves the right to request that these data fields be added to the extract described here in Section 2.

**Section 3: Equipment Inventory Data Standards**

STREAM may require the Contractor to gather and maintain an inventory of equipment data for STREAM; and for that data the Contractor will follow the data standards and requirements described in this section. The Contractor will deliver the equipment data directly to STREAM's Archibus system using the specified naming convention provided below. This data includes new equipment data and updating previously added equipment. The structure of the entered data is defined and described below.

The information provided here is not intended to be all inclusive, but rather provide general guidance on STREAM's equipment coding standards. The Contractor may opt to enter equipment data directly into Archibus, in which case STREAM will provide the Contractor with instructions on the proper procedures and standards for entering data into the system. An alternative to keying data directly into STREAM's Archibus system is the electronic transmission of interface files, as described in Section 1.2.2.

**Equipment Code Naming Format**

The Equipment Code Naming Standard is made up of six pieces of information: Building Number, Equipment Category, Type ID & Count, Floor and Number. When defined, the combination of this information creates a unique identifier for each piece of equipment and is referred to as the “Equipment Code.” In Archibus, the Equipment Code field must be completed and the “Define Equipment” tab filled out whenever the Assessor is installing or replacing a single, specific piece of equipment per the Building Information Modeling (BIM) Requirements, Appendix D, State of Tennessee.

3.1 STREAM Building ID
The first part of the equipment code is the STREAM Building ID. The STREAM Building ID is an 8 digit unique ID that allows the user to identify the specific building in which an asset resides. STREAM will provide a list of valid building codes and descriptions to the Contractor upon request or these values can be looked up in STREAM’s Archibus system.

E.g.: 19000030-HVAC-AHU01-01-001

3.2 Equipment Category
The second part of the equipment code is the “Equipment Category.” The Equipment Category is the specific mechanical category in which a piece of equipment is classified as. STREAM will provide a list of valid equipment categories to the Contractor.

E.g.: 19000030-HVAC-AHU01-01-001

3.3 Type ID & Count
The third part of the equipment code is Type ID & Count. “Type ID” is the identifier of the type of equipment the asset is and the “Count” is the sequential number that, in conjunction with the Type ID, represents the make and manufacturer of a piece of equipment within the building. A list of valid Type IDs can be found in Appendix D, of the State of Tennessee BIM Standards or they can be looked up in STREAM’s Archibus system.

E.g.: 19000030-HVAC-AHU01-02-001
“AHU” is the abbreviation for air handling unit and the “01” represents the first make and model of air handling unit within building 19000030. In this case assume AHU01 in building 19000030 is a Trane 5000.

19000030-HVAC-AHU01-02-002
This AHU01 is a Trane 5000 because it is in the same building as the first one listed.

RFP 32110-17103, Attachment 6.10, page 65
19000030-HVAC-AHU02-02-001
In this case AHU02 represents the second type of air handling unit in building 19000030 which can be a Mitsubishi 2000.

19000020-HVAC-AHU01-02-001
In this case AHU01 is not the same as the previous AHU01 because it is in another building. This AHU01 is entirely different that the one located in building 19000030 and may represent a different manufacturer and model.

3.4 Floor
“Floor” is a two-digit designator that defines the floor in which the equipment is located. Use the values 01 - 99 as they are labeled for stairs and elevators. Use a leading zero for floors 1 - 9. For example floor “1” should be “01.” At the time of this writing, STREAM’s Floor number standards are under review. STREAM will provide the Contractor with instruction on the proper procedures and standards for entering floor data into Archibus.

E.g.: 19000030-HVAC-AHU01-02-001
This piece of equipment is on the second floor.

3.5 Number
The last part of the equipment code is the “Number.” Number refers to the instance number, or instance of the equipment. If there is more than one of the same type of equipment on the same floor, the equipment code will be the same except for the Number. Number is what will distinguish one piece of equipment from another.

E.g.: 19000030-HVAC-AHU01-02-001
Above states that there is an “AHU01” on the 2nd floor of building 19000030.

19000030-HVAC-AHU01-02-002
In contrast, above tells us that there is the second “AHU01” on the 2nd floor of building 19000030. It is same make and model but different instance of the unit.

19000030-HVAC-AHU01-02-003
Above states that there is a third “AHU01” on the 2nd floor that is the same make and model but different instance. Each instance of identical equipment on the same floor will contain unique information in its portfolio including serial number, warranty date etc.

Additional Details:
In some cases there are preexisting numbering systems that are physically present on equipment. These numbers are referred to as “legacy numbers’ and oftentimes are located on a name plate or written in permanent marker on the equipment. When available, use the legacy numbering currently on the equipment for the “Number.” If legacy numbering is not present, or if it is a new piece of equipment, use a sequential number beginning with “001.” Use leading zeros if the number is less than three characters.

3.6 Other Equipment Data Elements
Below are additional data elements the contractor will capture, maintain, and update for equipment.

RFP 32110-17103, Attachment 6.10, page 66
• STREAM Building Number
• Floor Number
• Location
• Asset/Equipment Classification
• Manufacturer
• Model Number
• Serial Number
• State Tag Number
• Warrantee Start Date
• Comments

STREAM may request other equipment data elements that the Contractor captures as part of their normal business practices.

Section 4: Facilities Conditions Assessments (FCA)
When the Contractor performs Facilities Conditions Assessments for STREAM, the Contractor will deliver the data and photos directly to STREAM’s Conditions Assessment module in Archibus. The data must match the exact format required by Archibus. The Contractor may opt to enter the data directly into Archibus, in which case STREAM will provide the Contractor with instructions on the proper procedures and standards for entering data and uploading photos to the system. An alternative to keying data directly into STREAM’s Archibus system is the electronic transmission of interface files and photos, as described in Section 1.2.2.

FCA Data Elements
Below is a list of data elements used in the Archibus Conditions Assessment module. This list is not intended to be all inclusive, but rather provide general guidance on the types of data the Contractor will gather for STREAM.

• Assessment Project – A unique code that identifies the scope of the assessment project, often a building. Multiple items may be assessed under one Assessment Project.
• Title – A brief description of the asset, equipment, or item being assessed.
• Equipment – A unique code that identifies the equipment or asset being assessed. See Section 3 for additional information.
• Asset Classification – Categories of building elements and systems. Identifies an asset group the equipment or asset belongs to. For example HVAC, Plumbing, or Fire Protection.
• STREAM Building Code – A unique ID that allows user to identify building. See Sections 2 and 3 for additional information.
• Floor Code – The floor number of the asset, equipment, or item being assessed.
• Room – The floor number of the item being assessed.
• Contact / Assessed By – The name and contact information of the individual responsible for the assessment.
• Date Assessed – The date the item was assessed.
• Problem Location – A short free form field to describe further details about the location of the item being assessed.
• Condition Priority – A descriptive and numeric rating of how important this problem is from a business standpoint.
• Condition Value – A ranking of the items condition from Unacceptable to Very Good.
• Recommended Action – The action that is needed to correct any issues found. For example, No Action, Clean, Adjust, Remove, Repair, or Replace.
• Status – the current status of any actions needed to correct any issues found. For example, Budgeted, Planned, Scheduled, In Progress, Completed, etc.
• Upload Photos / Documents – Slots to upload multiple pictures or documents.
• Comments / Description – A description of the problem or other useful information about item being assessed.
• Costs – Estimated / Actual / Replacement – The costs to remedy a condition.

**Definitions**
Below are definitions for some of the terminology used in Section 2 above.

CHAR(Number): “CHAR” means character, which is a letter or number, and the number in between the parenthesis is the maximum amount of characters the entered value can be. This term limits the amount of data that can be entered into the cell.

Freeform: Freeform is a format that allows for the user to input unstructured data. Most freeform fields required in this document have character limits.

NUM(Number): NUM means number, which is a numerical value, and the number in between the parenthesis is the maximum amount of numbers that can be entered.

Selection: means values will be provided to the Contractor to maintain consistency and allow for accurate reports to be extracted. User (technician or data entry person) should be able to select these values from a list and not able to enter.
PARTICIPATING ADDENDUM
STATE OF TENNESSEE, STATEWIDE CONTRACT #XXX
FACILITIES MANAGEMENT SERVICES
Administered by the State of Tennessee (hereinafter “Lead State”)

MASTER AGREEMENT
Statewide Contract #XXX, Edison Contract #XXXX
INSERT CONTRACTOR NAME
(hereinafter “Contractor”)
And
INSERT AUTHORIZED ENTITY NAME
(hereinafter “Authorized Entity”)

1. **Scope:** This Participating Addendum (“PA”) allows for purchase from the State of Tennessee’s Facilities Management Services Statewide Contract for use by state agencies and other entities located in the State of Tennessee that are authorized by state statutes to utilize Authorized Entity contracts, and which receive prior written approval of the state’s Chief Procurement Officer.

   The original solicitation contains the requirements and definitions establishing the services allowed under the Statewide Contract, which is considered the Master Agreement.

   The Authorized Entity has selected the following services:

   SPECIFY SELECTED SERVICES (AS WELL AS ANY IDENTIFIED POTENTIAL IN-SCOPE SERVICES), SQUARE FOOTAGE, WHICH SITES OR PORTIONS OF THE AUTHORIZED ENTITY WILL BE IN-SCOPE.

   i. **Workload Allocation** - Authorized Entities and the Contractor will need to identify the appropriate workload allocation between the Authorized Entity and Contractor to meet the customer centric needs of this PA. This process involves identifying the processes and sub-processes within the Scope of Services above and assigning which party is responsible for that process or sub-process. This workload allocation does not include the specific governance responsibilities which are handled separately in the Contract.

2. **Participation:** Use of this Statewide Contract by agencies, political subdivisions and other entities (including cooperatives) authorized by state statute to use Statewide Contracts are subject to the prior approval of the respective Chief Procurement Officer. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Officer.

3. **Primary Contacts:** The primary contact individuals for this PA are as follows (or their named successors):

   **Authorized Entity**

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
<th>Telephone</th>
<th>Fax</th>
<th>E-mail</th>
</tr>
</thead>
</table>

RFP 32110-17103, Attachment 6.10, page 69
4. **Effective Date:** This PA shall be effective on DATE (“Effective Date”) and extend for a period of number (#) months after the Effective Date (“Term”). The Authorized Entity shall have no obligation for goods or services provided by the Contractor prior to the Effective Date. This Effective Date must align with and cannot extend beyond the Contract term as outlined in Contract Section B.1.

5. **Transition Date:** OUTLINE TIMELINE AND ANTICIPATED COMPLETION DATE OF TRANSITION OF SCOPE OUTLINED IN PA SECTION 1. Transition of services and employees to the Authorized Entity must be done in accordance with Contract Section A.

6. **Transition of Equipment:** Any equipment that the State wishes to sell, transfer, etc. must be done in accordance with TCA § 12-2-403. INSERT ANY DECISION MADE ABOUT SPECIFIC EQUIPMENT RESPONSIBILITY AND USE.

7. **Pricing:** The budget must be calculated in accordance with the terms of the Statewide Contract and the Pricing Model below. The Year 1 Cost Operations Budget for the FM Services being provided to this Authorized Entity is $NUMBER. Additional information and the Contractor Pricing Model that governs this budget can be found in Exhibit 1. This exhibit shall be updated to add the Budgets for future years, as those budgets are developed. This Contractor Pricing Model must align with Contract Attachment F and Contract Section C.3.

8. **Special Requirements:** INSERT KNOWN SPECIAL REQUIREMENTS SUCH AS REPORTING, COMPLIANCE, OR ANY DEVIATIONS FROM THE DATA STANDARDS OUTLINED IN CONTRACT ATTACHMENT M

9. **State Deliverables:** Outline State Deliverables and necessary timelines in accordance with Contract Section A.16. Throughout the Term, the Authorized Entity will provide copies of new Facility information documents, amendments, and any other material new information or changes to new or existing Facility information documents, as they occur during the Term.

10. **Contractor Deliverables:** Outline Contractor Deliverables and necessary timelines in accordance with Contract Section A.16.

11. **Requirements Roadmap and Performance Measurement:** PA Exhibit 2 contains the Requirements Roadmap in accordance with Contract Section A.2.4. INSERT ROADMAP AS EXHIBIT 2. This exhibit may be updated periodically as necessary.

12. **Transition Acknowledgement Agreement:** PA Exhibit 3 contains the transition acknowledgement agreement, as outlined in Contract Section A.19.c. INSERT TRANSITION ACKNOWLEDGEMENT AGREEMENT, AS WELL AS A LIST OF SALARY AND BENEFITS OF ALL TRANSITIONED EMPLOYEES.

13. **Orders:** Any Order placed by an Authorized Entity for a Product and/or Service available from this Statewide Contract shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Statewide Contract unless the parties to the Order agree in writing that another
14. **Authorized Entity Modifications or Additions to Statewide Contract:** INSERT SPECIFIC CHANGES TO TERMS AND CONDITIONS OR A STATEMENT THAT NO CHANGES ARE REQUIRED. Only exempt agencies as defined by Tenn. Code Ann. § 12-3-102 are permitted to modify the terms and conditions of the Contract. Executive branch state agencies are not allowed to modify or deviate from the terms and conditions of the Contract.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

**CONTRACTOR LEGAL ENTITY NAME:**

<table>
<thead>
<tr>
<th>CONTRACTOR SIGNATURE</th>
<th>DATE</th>
</tr>
</thead>
</table>

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

**AUTHORIZED ENTITY NAME:**

<table>
<thead>
<tr>
<th>AUTHORIZED ENTITY SIGNATURE</th>
<th>DATE</th>
</tr>
</thead>
</table>

PRINTED NAME AND TITLE OF AUTHORIZED ENTITY SIGNATORY (above)
AUTHORIZED ENTITY BUDGET AND PRICING

INSERT CONTRACTOR PRICING MODEL FRAMEWORK AND YEAR 1 OPERATIONS BUDGET. UPDATE THIS EXHIBIT TO ADD THE BUDGETS FOR FUTURE YEARS AS THE BUDGETS ARE DEVELOPED.

<table>
<thead>
<tr>
<th>Service Delivery</th>
<th>Transformation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Base Service</td>
<td></td>
</tr>
<tr>
<td>Other Services</td>
<td></td>
</tr>
<tr>
<td>Governance Model</td>
<td></td>
</tr>
</tbody>
</table>
REQUIREMENTS ROADMAP
INSERT REQUIREMENTS ROADMAP LINKING DESIRED OUTCOMES TO PERFORMANCE OBJECTIVES AND STANDARDS.
TRANSITION ACKNOWLEDGEMENT AGREEMENT
INSERT THE AUTHORIZED ENTITY’S TRANSITION ACKNOWLEDGEMENT AGREEMENT, AS OUTLINED IN CONTRACT SECTION A.19.c, AS WELL AS A LIST OF SALARY AND BENEFITS OF ALL TRANSITIONED EMPLOYEES.
## TUITION BENEFIT SUMMARY

<table>
<thead>
<tr>
<th>Employee</th>
<th>Benefit at UT Institutions</th>
<th>Benefit at TBR Institutions</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gen Govt Employee</td>
<td>One course per semester (not to exceed 4 credits or 120 clock hours), undergraduate or</td>
<td>A fee waiver for one course for credit per term at any state supported college, university, or area vocational-technical school. This waiver also applies to tuition charges, maintenance fees, student activity fees, or registration fees.</td>
</tr>
<tr>
<td></td>
<td>graduate, at any State supported college or university or one course per calendar quarter</td>
<td></td>
</tr>
<tr>
<td></td>
<td>at a Tennessee Technology Center or Tennessee Foreign Language Institute. Generally all fees are waived except for parking fees, lab fees and fees over and above tuition charged for courses within a particular discipline. Additionally, special fees for on-line courses are not waived except for on-line courses taken through the Regents Online Degree Program.</td>
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<tr>
<td>Gen Govt Dependent</td>
<td>25 percent discount on enrollment fee for undergraduate courses which is calculated by the number of hours taken and generally referred to as tuition. No other fees are included in the discount.</td>
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<tr>
<td>UT Employee</td>
<td>Full-time may enroll without payment of fees in up to a maximum of nine undergraduate or</td>
<td>Fee discounts up to 50% of the undergraduate fee and all mandatory student fees payable at the time of registration for spouses and dependent children of regular full-time employees and regular part-time employees (prorated on % employment).</td>
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<td>graduate credit hours per term (implied to be at employed campus). Part-time regular faculty and staff working 50 percent time or more, may enroll without payment of fees based upon their percent of effort as follows (implied to be at employed campus):</td>
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<td></td>
<td>Employee Effort Fee Waiver</td>
<td></td>
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<td></td>
<td>50-74 percent up to 4 hours</td>
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<tr>
<td></td>
<td>75-99 percent up to 6 hours</td>
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</tr>
<tr>
<td></td>
<td>100 percent up to 9 hours</td>
<td></td>
</tr>
<tr>
<td>UT Dependent</td>
<td>Student fee discount shall be no more than 50 percent of the undergraduate in-state</td>
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<td></td>
<td>maintenance fee. Applicable only to undergraduate students at the University of Tennessee (including the Colleges of Allied Health and Nursing in Memphis), the University of Tennessee at Chattanooga, and the University of Tennessee at Martin. Eligible spouses and dependent children may enroll in any number of courses up to and including full-time study. The student fee discount will not be provided for correspondence and non-credit courses.</td>
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</tr>
<tr>
<td>LGI / TBR Employee</td>
<td>Full-time employees – one credit course (not to exceed 4 credits or 120 clock hours) per term at any state of Tennessee public postsecondary institution (TBR or UT), with fees waived for the employee. Part-time regular and part-time temporary employees, excluding adjuncts, of community colleges and TN Colleges of Applied Technology (TCATs) are eligible to enroll in one credit course per term at the college in which they work, with fees waived for the employee.</td>
<td>Fee discounts up to 50% of the undergraduate fee and all mandatory student fees payable at the time of registration for spouses and dependent children of regular full-time and regular part-time employees. Spouses and dependent children of regular part-time employees who have one or more years of continuous service within either system working a minimum of fifty percent (50%) time shall receive a pro rata discount based on the employee’s percentage of employment.</td>
</tr>
<tr>
<td>LGI / TBR Dependent</td>
<td>Fee discounts up to 50% of the undergraduate fee and all mandatory student fees payable at the time of registration for spouses and dependent children of regular full-time and regular part-time employees. Spouses and dependent children of regular part-time employees who have one or more years of continuous service within either system working a minimum of fifty percent (50%) time shall receive a pro rata discount based on the employee’s percentage of employment.</td>
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</tbody>
</table>
PAYMENT BOND Template

PAYMENT BOND FOR LABOR AND MATERIALS

This bond (the "Bond") made date, by contractor name ("Principal"), a corporation organized under the laws of name of state, having its principal office at contractor's address, as principal, and surety name ("Surety"), a corporation organized under the laws of name of state, and licensed to transact a surety business in the State of Tennessee, having its principal office at surety's address, as surety.

OBLIGATION

WHEREAS, the parties are obligated to the State of Tennessee Department of General Services Central Procurement Office ("State"), whose principal address is 312 Rosa L. Parks Avenue, 3rd Floor, Nashville, TN 37243, as obligee, for the benefit of Claimants as defined below, in the amount of written amount ($ number), for the payment of which Principal and Surety bind themselves, their heirs, representatives, successors and assigns, jointly and severally, firmly by this Bond.

WHEREAS, Principal has by written agreement, dated date of agreement, entered into a contract with State for description of work in accordance with the drawings and specifications prepared by name of architect or engineer, which contract is made a part of this Bond by this reference, and is referred to as the "Contract."

CONDITION

The condition of this obligation is such that if the Principal shall promptly make payment to all Claimants as defined in SECTION ONE of this Bond for all labor and materials used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect.

AGREEMENT

For the reasons recited above, and in consideration of the parties' mutual covenants, the parties agree as follows:

SECTION ONE. CLAIMANT DEFINED

“Claimant” is defined as one having a direct contract with Principal or with a subcontractor of Principal for labor, materials, or both, used or reasonably required for use in the performance of the Contract, "labor and material" including that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

SECTION TWO. ACTION ON SUMS DUE CLAIMANT

Principal and Surety jointly and severally agree with State that every Claimant who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such Claimant’s work or labor was done or performed, or on which the last of such materials were furnished by Claimant, may sue on this Bond for the use of Claimant in the name of State, prosecute the suit to final judgment for such amount as may be justly due Claimant, and have execution, provided, however, that State shall not be liable for the payment of any costs or expenses of any such suit.

RFP 32110-17103, Attachment 6.10, page 76
SECTION THREE. LIMITATIONS ON SUIT BY CLAIMANT

Any suit or action commenced under this Bond shall comply with Tenn. Code Ann. § 12-4-205. Claimant shall give written notice to any two of the following: Principal, State, or Surety, above named, within ninety (90) days after completion of the public work. The claim shall state with substantial accuracy the amount claimed and the name of the party to whom materials were furnished, or for whom the work or labor was done or performed. Such notice shall be personally served or sent by certified mail, return receipt requested, in an envelope addressed to Principal, State, or Surety, at any place where an office is regularly maintained for the transaction of business.

SECTION FOUR. PAYMENTS MADE

The amount of this Bond shall be reduced by and to the extent of any payment or payments made in good faith under this Bond, inclusive of the payment by Surety of mechanics’ liens which may be filed of record against the improvement, whether or not claim for the amount of such lien be presented under and against this Bond.

The parties have executed this Bond at place of execution the day and year first above written.

PRINCIPAL:

Contractor name

By: ______________________________________
    Contractor’s authorized signatory

________________________________________
    Printed name and title

SURETY:

Surety Name

By: ______________________________________
    Surety’s authorized signatory

________________________________________
    Printed name and title