



STATE OF TENNESSEE
Department of General Services

REQUEST FOR PROPOSALS
FOR
Upgrading Locking Systems Phase I and Phase II
SBC Project No. 140/001-04-2013

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**
- 6.3. Cost Proposal**
- 6.4. Response Package Documents:**
 - a. Response Package Cover Sheet**
 - b. Case Study Reference Form**
- 6.5. Surface Lock Enclosure Assembly Performance Testing Protocol Document**
- 6.6. Anticipated Contract Durations**
- 6.7. Pro Forma Contract and Contract Attachments**
 - Exhibit A: Attestation re Personnel Used in Contract Performance**
 - Attachment A: Standard Form of Agreement Between Owner and Contractor and Contract Bond**
 - Attachment B: Rate Adjustment Formula**
 - Attachment B-1: Annual Cost Proposal Matrix Increase Agreement**
 - Attachment C: Cost Proposal Matrix**

Release Date: September 25, 2020

1. INTRODUCTION

The State of Tennessee, Department of General Service's State of Tennessee Real Estate Asset Management ("STREAM"), hereinafter referred to as "the State" or "the Owner," has issued this Request for Proposals (RFP) to define minimum contract requirements; solicit responses; detail response requirements; and, outline the State's process for evaluating responses and selecting a Respondent to provide the needed services.

Through this RFP, the State seeks to procure necessary 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 Respondents, sub-Respondents or suppliers.

1.1. Project Description

1.1.1. The State intends to award a contract for execution of separate construction agreements for a multi-year project for the installation of new lock systems to more than 5,000 narrow jamb door frames for eleven correctional institutions across the State. For purposes of your proposal, assume that work will be done within the contract duration approximated in calendar days (attached as RFP Attachment 6.6., Anticipated Contract Durations) and that work will be overlapped to two correctional institutions at a time. The calendar days for each correctional institution will have liquidated damages of \$900.00 per calendar day if not substantially complete within the time period set forth in the Standard Form of Agreement Between Owner and Contractor (the "Construction Contract"), attached hereto as 6.7, Attachment A, until final substantial completion is achieved.

1.1.2. The proposal evaluation will be a Two-Phase Process;

Phase One (Qualifications):

Part One - Technical Response Evaluation (RFP Attachment 6.2., Section A - Mandatory Qualifications (Pass/Fail): Only the Respondents that meet all mandatory qualifications will move on to Part Two to be evaluated by the evaluation team.

Part Two - Technical Response Evaluation (RFP Attachment 6.2., Sections B and C): Only the Respondents that have a minimum technical score (for Sections B and C) of forty-five (45) points will be invited to participate in the Lock Assembly Performance Testing (Part Three).

Part Three - Surface Mounted Lock Assembly Performance Testing (pass/fail): Only the Respondents that pass the Lock Assembly Performance Testing will move on to Phase Two (Cost Proposal Evaluation, RFP Attachment 6.3.)

Phase Two (Cost):

Only the Respondents that pass Phase One, Part Three will be sent the editable version of the Cost Proposal (RFP Attachment 6.3.), and instructions on how to provide the Cost Proposal to the RFP Coordinator via email. The Cost Proposal will be calculated and evaluated.

1.2. **Correctional Site Visits (Optional)**

The State will try to arrange site visits, but the State reserves the right to cancel if needed. The Respondents that qualify to move forward to Phase Two (Cost) will be provided with an invitation to attend the site visits along with instructions (refer to RFP Section 2 for the schedule). Site visits are not mandatory and are designed to give all Respondents an opportunity to review any area the Respondent deems necessary to provide pricing. It is the responsibility of the Respondent to determine what areas need to be viewed.

Any Covid-19 site visit requirements will be provided prior to the site visits. The requirements will follow CDC Guidelines.

1.3. **Project Expectations**

The services to be provided under this project is described and specified in the Construction Documents. The Designer (see contact information below) may be contacted for the Construction Documents.

Tim Gibson
DLR Group, Inc.
Email: tgibson@dlrgroup.com
Phone: 407-648-1331

Non-electronic Construction Documents may be obtained from the Designer upon the Designer's receipt of a deposit in the form of a certified or cashier's check made payable to the State of Tennessee in the amount per set of \$1,000.00. Proposers securing Construction Documents become Proposers of Record; are automatically issued subsequent Addenda; and will have their deposit refunded upon returning complete Construction Documents to the Designer unmarked and in good condition within fifteen days after the scheduled proposal opening. Upon failure to meet these conditions, the deposit shall be forfeited.

1.4. **Project Budget**

Individual construction agreement sizes may range from Two Million Dollars (\$2,000,000.00) to Six Million Dollars (\$6,000,000.00). The total contract estimated liability is Twenty-Five Million Dollars (\$25,000,000.00).

1.5. **Contract Period, & Required Terms and Conditions**

The *Pro Forma* Contract (attached as RFP Attachment 6.7.), details the State's requirements and the Scope of Services and deliverables to be provided.

The *Pro Forma* Contract substantially represents the contract document that the successful Respondent must sign.

1.6. **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 Respondent 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 Respondent 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.

1.7. **RFP Communications**

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

SBC Project No. 140/001-04-2013

1.7.2. **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.**

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

Tammy Robbins, RFP Coordinator
Department of General Services
Phone: (615) 924-7028
Email: tammy.robbs@tn.gov

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

a. The 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, for contact information, go to the following website:

<https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/governor-s-office-of-diversity-business-enterprise--godbe--.html>

b. The following individual designated by the State to coordinate compliance with the nondiscrimination requirements of the State of Tennessee, Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and associated federal regulations:

Daphne Hall, DGS Compliance and Safety Manager
Department of General Services
William R. Snodgrass Tennessee Tower, 24th Floor
312 Rosa L. Parks Avenue
Phone: (615) 253-2561
Email: Daphne.Hall@tn.gov

- 1.7.3. Only the State's official, written responses and communications with Respondents are binding with regards to this RFP. Oral communications between a State official and one or more Respondents are unofficial and non-binding.
- 1.7.4. Potential Respondents must ensure that the State receives all written questions and comments, including questions and requests for clarification, no later than the Written Questions & Comments Deadline detailed in the RFP Section 2, Schedule of Events.
- 1.7.5. 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.
- 1.7.6. 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.).
- 1.7.7. 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:
<https://www.tn.gov/generalservices/real-estate-/redirect-stream/contractors/requests-for-proposal--rfps.html>
- 1.7.8. 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.
- 1.7.9. 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.

1.8. **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.

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

1.9.1. Each prospective Respondent must carefully review this RFP, including but not limited to, attachments, the *Pro Forma* Contract (attached as RFP Attachment 6.7.), and any amendments, for questions, comments, defects, objections, or any other matter requiring clarification or correction (collectively called “questions and comments”).

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

1.9.3. 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 Written Questions & Comments Deadline.

1.10. **Pre-Response Conference**

A Pre-Response Conference will be held at the time and date detailed in the RFP Section 2, Schedule of Events. Pre-Response Conference attendance is not mandatory. The Pre-Response Conference will take place via WebEx (see details below):

Meeting link:

<https://tngov.webex.com/tngov/j.php?MTID=mb059ce91a2a6357dda318a76fb7560d7>

Meeting number:

171 411 4921

Meeting Password:

VmPwK2ZnQ63

The purpose of the conference is to discuss the RFP Scope of Services. The State will entertain questions, however, prospective Respondents shall understand that the State’s oral response to any question at the Pre-Response Conference shall be unofficial and non-binding. Prospective Respondents shall submit all questions, comments, or other concerns regarding the RFP in writing prior to the Written Questions & Comments Deadline date detailed in the RFP Section 2, Schedule of Events. The State will send the official response to these questions and comments to prospective Respondents from whom the State has received a Notice of Intent to respond as indicated in RFP Section 1.11., and on the date detailed in the RFP Section 2, Schedule of Events.

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.

2. RFP SCHEDULE OF EVENTS

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

EVENT	TIME (central time zone)	DATE (all dates are state business days)
1. RFP Issued		September 25, 2020
2. Disability Accommodation Request Deadline		September 29, 2020
3. Pre-Response Conference (this will take place via WebEx, refer to RFP Section 1.10 for link and password information)	2:00 p.m.	October 13, 2020
4. Notice of Intent to Respond Deadline		October 14, 2020
5. Deadline to Submit Written "Questions & Comments"	2:00 p.m.	October 21, 2020
6. State Response to Written "Questions & Comments."		October 28, 2020
7. Technical Response (Phase One – Parts One and Two) Deadline.	2:00 p.m.	November 5, 2020
8. State Completion of Technical Response (Phase One - Parts One and Two) Evaluations		November 12, 2020
9. State issues Lock Assembly Notification and Instructions (to those that pass the Technical Response Phase One – Parts One and Two)		November 13, 2020
10. Respondents to Complete Lock Assembly (Phase One Part Three) and for it to be delivered at the test site location. Test site location will be provided to those qualified.		December 11, 2020
11. State Completion of Lock Assembly Evaluation and Testing and Notification Released Listing Respondents who passed the Lock Assembly and are invited to submit a Cost Proposal Response (RFP Attachment 6.3.) and move forward to Phase Two (Cost Proposal). Cost Proposal excel file sent to the qualified Respondents along with any instructions.		December 22, 2020

12. Site Visits (Optional) for those qualified and invited to submit a Cost Proposal.		Weeks of January 4, 2021 and January 11, 2021
13. State issues site visit instructions and schedule (refer to RFP Section 1.1.).		
14. Deadline to submit Written Questions and Comments pertaining to the Cost Proposal	2:00 p.m.	January 20, 2021
15. State responds to Written Questions and Comments		January 27, 2021,
16. Cost Proposal Deadline	2:00 p.m.	February 23, 2021
17. State Evaluating and Scoring of Cost Proposals		February 23, 2021
18. State Notice of Intent to Award Released <u>and</u> RFP Files Opened for Public Inspection		February 25, 2021
19. State Building Commission (“SBC”) Approval Sought		March 11, 2021
20. State sends the Contract to Respondent for signature		March 11, 2021
21. Anticipated Respondent Signature Deadline		March 31, 2021

- 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

- 3.1.1. **Technical Response (Phase One – Parts One and Two).** 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, and technical qualifications, experience, and approach items all of which must be addressed with a written response and, in some instances, additional documentation.

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

- 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 prepared concisely, 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 8 ½" x 11" pages (although oversized exhibits are permissible) and use a twelve-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.
- 3.1.2. **Surface Mounted Lock Assembly Performance Testing (Phase One – Part Three).** Submittal instructions will be sent to those that qualify by passing Phase One, Parts One and Two.

- 3.1.3. **Cost Proposal (Phase Two).** Only the Respondents that pass Phase One, Part Three will be sent the editable version of the Cost Proposal (RFP Attachment 6.3.), and instructions on how to provide the Cost Proposal to the RFP Coordinator via email. The cost proposal will be calculated and evaluated.

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.

- 3.1.3.1. A Respondent must only record the proposed cost exactly as required by the RFP Attachment 6.3., Cost Proposal & Scoring Guide and must NOT record any other rates, amounts, or information. Refer to Contract Section C for modifiers and descriptions.
- 3.1.3.2. The proposed cost shall incorporate ALL costs for services under the Contract for the total contract period.
- 3.1.3.3. A Respondent must sign and date the Cost Proposal.

3.2. **Response Delivery**

- 3.2.1. A Respondent must ensure that the original Technical Response documents meet all form and content requirements, including all required signatures, as detailed within this RFP.
- 3.2.2. A Respondent shall ensure that the State receives a Response to this RFP no later than the Response Deadline time and dates detailed in the RFP Section 2, Schedule of Events.

All Technical Responses shall be **emailed** to:

Tammy Robbins, RFP Coordinator
Department of General Services

Email: tammy.robbsins@tn.gov

The Subject of the email should be:

SBC Project No. 140/001-04-2013 TECHNICAL RESPONSE FROM [RESPONDENT LEGAL ENTITY NAME]"

- 3.2.3. The RFP Coordinator will email the editable Cost Proposal with instructions to those that qualify to submit a Cost Proposal (refer to RFP Section 1.1.2.). The completed Cost Proposals will be **emailed** to the RFP Coordinator.

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

3.3. Response & Respondent Prohibitions

- 3.3.1. A response must not include alternate contract terms and conditions. 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. 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:
 - 3.3.7.1. An individual shall be deemed a State employee until such time as all compensation for salary, termination pay, and annual leave has been paid;
 - 3.3.7.2. 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
 - 3.3.7.3. 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 a contract with or a proposal from the employee and shall not constitute a prohibited conflict of interest.

3.4. **Conflict of Interest**

3.4.1. This RFP is also subject to Tennessee Code Annotated, Section 12-4-101.

3.4.2. This RFP is also subject to State Building Commission Policy and Procedure 12.

3.5. **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.

3.6. **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.

3.7. **Response Preparation Costs**

The State will not pay any costs associated with the preparation, submittal, or presentation of any response. All Respondent's costs of design, fabrication, and delivery of test surface mounted lock assemblies will be entirely the responsibility of the Respondent. The State will bear the cost of the third-party testing lab.

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 Respondent to strict compliance with this RFP.

4.4. Assignment

The Respondent 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.

4.5. Insurance

The State will require the apparent successful Respondent to provide proof of insurance coverage as required by the *Pro Forma* Contract (attached as RFP Attachment 6.7.).

Proof of insurance coverage is a condition precedent to the State's execution of the contract. Any insurance required by the State shall be in the form and substance acceptable to the State.

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

- 4.6.1. All Respondents to this RFP must be properly licensed in the State of Tennessee to do all necessary services described in the Scope of Services in the *Pro Forma* Contract (attached as RFP Attachment 6.7.), and have experience with successfully performing comparable services in a timely manner. The Contractor and its employees and all sub-contractors shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- 4.6.2. 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.
- 4.6.3. Before a response is delivered, Respondent (and Respondent employees and subcontractors, as applicable) must hold all necessary or appropriate business or professional licenses to provide the services as required by the *Pro Forma* Contract.
- 4.6.4. All Respondents to this RFP must be properly licensed in accordance with the Authority Having Jurisdiction.
- 4.6.5. Respondent shall complete the Response Package Cover Sheet, RFP Attachment 6.3.a., which is to be emailed as the cover sheet with the proposal package. The dollar limit on the license must be unlimited.
- 4.6.6. 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 Respondent 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.

4.7. **Disclosure of Response Contents**

- 4.7.1. 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.
- 4.7.2. 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.

4.7.3. 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).

4.8. **Contract Approval and Contract Payments**

4.8.1. After contract award, the Respondent who is awarded the contract must submit appropriate documentation with the Department of Finance and Administration, Division of Accounts.

4.8.2. This RFP and its Respondent 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 Respondent and after the contract is approved by all other state officials as required by applicable laws and regulations.

4.8.3. 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.

4.8.3.1. 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 Respondent, even goods delivered or services rendered in good faith and even if the Respondent 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.

4.8.3.2. All payments relating to this procurement will be made in accordance with the Payment Terms and Conditions of the Contract resulting from this RFP (attached as RFP Attachment 6.7.).

4.9. **Performance**

The Respondent who is awarded the contract will be responsible for the satisfactory completion of all services set out in this RFP (including attachments) as may be amended. All services are subject to review 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 Respondent must cooperate with such efforts.

4.10. **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.

4.11. **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.

4.12. **Joint Ventures**

The State will not allow a Respondent to submit a proposal as a joint venture for this procurement.

5. EVALUATION & CONTRACT AWARD

5.1. Evaluation Categories & Maximum Points

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

EVALUATION CATEGORY	MAXIMUM POINTS POSSIBLE
General Qualifications & Experience (refer to RFP Attachment 6.2., Section B)	15
Qualifications, Experience & Approach (refer to RFP Attachment 6.2., Section C)	45
Lock Assembly Performance Testing	Pass/Fail
Cost Proposal (refer to RFP Attachment 6.3.)	40

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.)

The proposal evaluation will be a Two-Phase Process; Phase One, Part One – Technical Response (RFP Attachment 6.2., Section A Mandatory Qualifications); Phase One, Part Two – Technical Response (RFP Attachment 6.2., Sections B and C); Phase One, Part Three - Surface Mounted Lock Assembly Performance Testing (pass/fail); and Phase Two – Cost Proposal Evaluation (RFP Attachment 6.3.).

5.2.1. **Phase One, Part One - Technical Response Evaluation (RFP Attachment 6.2. Section A – Mandatory Qualifications).**

5.2.1.1. The Solicitation Coordinator will review each Mandatory Requirement (See RFP Attachment 6.2., Technical Response & Evaluation Guide, Section A— Mandatory Requirements) to determine compliance. If the Solicitation Coordinator determines that a response failed to meet one or more of the mandatory requirements, the Solicitation Coordinator shall seek the advice of an attorney on the staff of the Department of General Services who will review the proposal and document his/her 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.

5.2.2. **Phase One, Part Two - Technical Response Evaluation (RFP Attachment 6.2. Sections B and C).**

- 5.2.2.1. The Solicitation Coordinator and the Proposal Evaluation Team (consisting of three 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.
- 5.2.2.2. 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.
- 5.2.2.3. 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 (Sections B and C).
- 5.2.2.4. For each response evaluated, the Solicitation Coordinator will calculate the average Proposal Evaluation Team member scores for RFP Attachment 6.2., Technical Response & Evaluation Guide (Sections B and C) and record each average as the response score for the respective Technical Response section.

The proposal score will be used in the following formula to determine the points a Respondent will receive for the Technical proposal:

$$\text{Section B Average} + \text{Section C Average} = \text{Technical Proposal Points}$$

- 5.2.2.5. Only Respondents with a minimum **forty-five (45)** Technical Proposal Points will move on to Phase One, Part Three, Lock Assembly Performance Testing (pass/fail).

5.2.3. **Phase One, Part Three – Surface Mounted Lock Assembly Performance Testing (pass/fail).**

- 5.2.3.1. Please refer to RFP Attachment 6.5. for the testing protocol. The Respondent must submit one complete surface mounted single lock assembly for abuse testing as identified in RFP Attachment 6.5. One assembly is a single opening, and the other is a double opening both to be fabricated as per the Construction Documents.

All Respondent's costs of design, fabrication, and delivery of test surface mounted lock assemblies will be entirely the responsibility of the Respondent. The State will

bear the cost of the third-party testing lab. The State will retain all assemblies submitted for testing until after award is made, at which time, the unsuccessful Respondents may retrieve their tested assemblies at their own expense. The State will retain the assemblies of the successful Respondent until final acceptance of the final agreement. Unclaimed samples will be discarded after 45 calendar days.

5.2.3.2. The qualified Respondent(s) will ship test assemblies to the testing laboratory identified. The selected testing lab will enforce their own protocols with regards to access to the testing, recording of the testing in progress, and disposal of samples submitted for evaluation.

5.2.3.3. Only Respondents who pass Phase One, Part Three, Surface Mounted Lock Assembly Performance Testing will move on to Phase Two, Cost Proposal Evaluation.

5.2.4. **Phase Two - Cost Proposal Evaluation.** The Solicitation Coordinator will open for evaluation the Cost Proposal of each Respondent deemed by the State to meet the qualifications in RFP Section 5.2.3.3. and record each Cost Proposal score in accordance with the RFP Attachment 6.3., Cost Proposal & Scoring Guide. The Cost Proposal containing the lowest total evaluation cost amount for the cost proposal section will receive the maximum score of **forty (40)** points. The combined cost points will be used in the following formula to determine the score a Respondent will receive for the Cost Proposal:

$$\left(\frac{\text{Lowest Cost of Qualified Cost Proposals}}{\text{Cost for Proposal being evaluated}} \right) \times \text{Maximum Cost Points} = \text{Cost Proposal Points}$$

5.2.5. **Total Response Evaluation Score.** The Solicitation Coordinator will calculate the sum of the Technical Response (Phase One, Part Two) section scores and the Cost Proposal (Phase Two) score and record the resulting number as the Total Response Evaluation Score.

5.4. **Contract Award Process**

5.4.1. The State will issue a Notice of Intent to Award identifying the apparent best evaluated Respondent and make the RFP files open for public inspection. The Notice of Intent to Award date is detailed in RFP Section 2, Schedule of Events. The Notice of Intent to Award shall not create rights, interests, or claims of entitlement in the Respondent named in the Notice of Intent to Award.

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.

5.4.2. The Respondent with whom the State has successfully negotiated a contract with will be recommended to the State Building Commission (SBC) for contract approval.

5.4.3. The Respondent awarded the contract by the SBC must sign a contract drawn by the State pursuant to this RFP. The contract shall be substantially the same as the *Pro Forma* Contract (attached as RFP Attachment 6.7.). 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.

If the State determines that a proposal is non-responsive and rejects it after opening Cost Proposals, the RFP Coordinator will re-calculate scores for each remaining responsive Cost Proposal to determine (or re-determine) the apparent best evaluated proposal. The RFP Coordinator will forward the re-calculated scores to the proper officials of the procuring agency who will consider the same to determine which Respondent should be recommended for contract award to the SBC.

5.5. **Protest Process**

Any protests or appeals of protests pursuant to this RFP or the Notice of Intent to Award shall be handled in accordance with the SBC By-laws, Policy and Procedure Item 18.

SBC Project No. 140/001-04-2013

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.2.).

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 6.7., *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 6.7., *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, sub- Respondent, 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 Tennessee Code Annotated § 12-12-111. "By submission of this response, each Respondent and each person signing on behalf of any Respondent certifies, and in the case of a joint response 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."

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

RESPONDENT FEDERAL EMPLOYER IDENTIFICATION NUMBER (or

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.

RESPONDENT LEGAL ENTITY NAME:			
Response Page # (Respondent completes)	Item Ref.	Section A— Mandatory Requirement Items	Pass/Fail
		The Technical Response must be delivered to the State no later than the Technical Response Deadline specified in the RFP § 2, Schedule of Events.	
		The Technical Response and the Cost Proposal documentation must be packaged separately as required (refer to RFP Section 3.2., <i>et. seq.</i>).	
		The Technical Response must NOT contain cost or pricing information of any type.	
		The Technical Response must NOT contain any restrictions of the rights of the State or other qualification of the response.	
		A Respondent must NOT submit alternate responses.	
		A Respondent must NOT submit multiple responses.	
	A.1.	Detail the name, e-mail address, mailing address, telephone number, and facsimile number of the person the State should contact regarding the response.	
	A.2.	Statement of Certifications and Assurances: 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.	
	A.3.	Provide a statement that the lock component intended for this project complies with the requirements of the specification with regards to the manufacturer, model number, and ASTM F1577 Security Grade 2 performance requirement. Also, attach a copy of a current ASTM Certification for the locks specific to the products intended to be used for this project.	
	A.4.	Response Package Cover Sheet: The outermost container displays Contractor Licensing information, with the Respondent's State of Tennessee Contractor's License Number, Classification (S-Detention	

RESPONDENT LEGAL ENTITY NAME:			
Response Page # (Respondent completes)	Item Ref.	Section A— Mandatory Requirement Items	Pass/Fail
		Equipment), Expiration Date, and License Limit (attached as RFP Attachment 6.4.a.). The license limit should be unlimited. Provide proof of license to perform the services pursuant to the Scope of Services in the <i>Pro Forma</i> Contract (attached as RFP Attachment 6.7.).	
	A.5.	Insurance: 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) Insurance Company (b) Respondent's Name and Address as the Insured (c) Policy Number (d) Minimum insurance coverage to include requirements pursuant to the <i>Pro Forma</i> Contract (attached as RFP Attachment 6.7.).	
	A.6.	Builder's Risk: Provide an ACORD document from insurance agent to confirm coverage for a minimum of \$6,000,000.00. The policy shall be "All-Risk" Builder's Risk. However, during the term of the Contract, Builders Risk will be required at 100% of each Work Order Agreement issued. An Installation Floater Policy is not acceptable for the Builder's Risk Policy.	
	A.7.	Bonding: Provide a letter from a surety. The surety for any and all bonds must be listed by the U.S. Department of Treasury as being a Certified Company and have an "A-" rating or better with A.M. Best Company, Inc. The letter from the surety company must include the Respondent's capability to provide bonding for this Project in accordance with the Terms and Conditions of the Contract. The letter must include the Respondent's individual project and overall bonding capabilities and specify the Respondent's monetary bonding capacity.	
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.

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	Item Ref.	Section B— General Qualifications & Experience Items
	B.1.	Provide a statement of whether there have been any mergers, acquisitions, or sales of the Respondent within the last five (5) years. If so, include an explanation providing relevant details.
	B.2.	For the last three (3) years, provide the following ratios for the Respondent, calculated according to the generally accepted accounting principles: 1.) Quick Ratio and 2.) Debt/Worth. NOTE: The State may request CPA audited or reviewed financial statements prepared in accordance with generally accepted accounting principles from the apparent best-evaluated Respondent prior to final award of the agreement. If the requested documents do not support the financial stability of the Respondent, the State reserves the right to reject the proposal.
	B.3.	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.
	B.4.	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. NOTE: 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 such licensure detailing the state of licensure and licensure number for each person or entity that renders such opinions.

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	Item Ref.	Section B— General Qualifications & Experience Items
	B.5.	<p>Provide a statement and any relevant details addressing whether the Respondent is any of the following:</p> <ul style="list-style-type: none"> (a) is presently debarred, suspended, proposed for debarment, or voluntarily excluded 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.6.	<p>Provide a statement, based upon reasonable inquiry, of whether the Respondent or any individual who shall perform work under the contract has a possible conflict of interest (<i>e.g.</i>, employment by the State of Tennessee, or other conflict as set forth in Item 12 of the SBC By-Laws, Policy & Procedures) and, if so, the nature of that conflict.</p> <p>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.</p>
	B.7.	<p>Provide a statement of whether the Respondent or, to the Respondent's knowledge, any of the Respondent's employees, agents, independent contractors, or subcontractors, proposed to provide work on a contract pursuant to this RFP, have been convicted of or have or have pled guilty or <i>nolo contendere</i> to any contract crime. If so, include an explanation providing relevant details.</p>
	B.8.	<p>Provide a statement on the Respondent's experience at providing the services sought in this procurement. A Respondent to be considered shall have experience in providing the services as outlined in the RFP and associated documents. Statements should be able to demonstrate experience with all of the task types within the Scope of Services, <i>Pro Forma</i> Contract (attached as RFP Attachment 6.7.).</p>
	B.9.	<p>Provide no more than three detailed case studies including a completed Case Study Reference Form (attached as RFP Attachment 6.4.b.) for projects of similar</p>

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	Item Ref.	Section B— General Qualifications & Experience Items
		<p>scope as listed in this RFP and <i>Pro Forma</i> Contract (attached as RFP Attachment 6.7.). These examples should be of completed projects within the past 5 years. List case studies starting with the most recent and include the information as listed below for <i>each</i>:</p> <ol style="list-style-type: none"> 1. Property Name 2. Project Location (Address, City, State) 3. Project Type (installation of surface mounted electronic locks in a correctional facility on narrow jamb door frames, replacing locks in a correctional environment) 4. Duration of Project, number of facilities involved (quantity of doors/openings affected, floors of single building or buildings on a campus environment) 5. Project Cost Range 6. Key Personnel (names/titles) 7. Challenges and how they were overcome
	B.10.	<p>Provide a personnel roster listing the names of the proposed team members and key people who the Respondent will assign, whether working directly for the Respondent or any other brokers being utilized, to meet the requirements of this RFP along with their proposed roles and responsibilities. Follow the personnel roster with a resume for each of the people listed detailing the individual's title, education, current position with the Respondent or any other brokers being utilized, and employment history. Provide the organizational structure along with an organizational chart identifying the key personnel.</p>
	B.11.	<p>Provide documentation of the Respondent's commitment to diversity as represented by the following:</p> <ol style="list-style-type: none"> (a) <u>Business Strategy</u>. 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) <u>Business Relationships</u>. 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: <ol style="list-style-type: none"> (i) contract description and total value; (ii) contractor name and ownership characteristics (<i>i.e.</i>, ethnicity, gender, Tennessee service-disabled); (iii) contractor contact name and telephone number.

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	Item Ref.	Section B— General Qualifications & Experience Items
		<p>(c) <u>Estimated Participation</u>. 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:</p> <ul style="list-style-type: none"> (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 <u>DO NOT INCLUDE DOLLAR AMOUNTS</u>); (ii) anticipated goods or services contract descriptions; (iii) names and ownership characteristics (i.e., ethnicity, gender, Tennessee service-disabled veterans) of anticipated subcontractors and supply contractors. <p>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=9265 for more information.</p> <p>(d) <u>Workforce</u>. Provide the percentage of the Respondent’s total current employees by ethnicity and gender.</p> <p>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.</p>
SCORE (for <u>all</u> Section B—Qualifications & Experience Items above): <i>(maximum possible score = 15)</i>		= SCORE:
<i>State Use – Evaluator Identification:</i>		
<i>State Use – Solicitation Coordinator Signature, Printed Name & Date:</i>		

TECHNICAL PROPOSAL & 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 proposal page number for each item in the appropriate space below.

Proposal Evaluation Team members will independently evaluate and assign one score for all responses to Section C— General Qualifications & Experience Items.

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	Item Ref.	<u>Qualifications, Experience, and Approach</u>
	C.1.	Provide a narrative that generally illustrates how the Respondent will successfully complete the delivery of the Scope of Services outlined in the <i>Pro Forma</i> Contract (attached as RFP Attachment 6.7.), that narrative should include, but not limited to, the following: 1) Locking services; 2) Types of locking equipment; 3) Installing in a secure facility; and 4) Methodology to maintain the project schedule.
	C.2.	Given your office location(s), describe how you intend to provide contract services for the various geographic locations within the State of Tennessee.
	C.3.	Provide a description of the techniques, approaches, and methods the Respondent will use to successfully complete the project requirements in the requested pace and time, including any unique qualifications or capabilities. Why should the State choose you?
	C.4.	To the extent not addressed in the response to C.1 above and given your expertise and knowledge of the locking systems, provide a summary of challenges and risks that you see and your approach to addressing these challenges and risks.
SCORE (for all Section C - Qualifications, Experience and Approach Items above):		
<i>(maximum possible score = 45)</i>		
<i>State Use - Evaluator Identification:</i>		
<i>State Use - Solicitation Coordinator Signature, Printed Name & Date:</i>		

COST PROPOSAL & SCORING GUIDE

NOTICE: THIS COST PROPOSAL MUST BE COMPLETED EXACTLY AS REQUIRED

COST PROPOSAL SCHEDULE— The Cost Proposal (attached as RFP Attachment 6.7., *Pro Forma* Contract, Attachment C) shall indicate the proposed price for goods or services defined in the Scope of Services of the *Pro Forma* Contract (attached as RFP Attachment 6.7.), and for the entire contract period. The Cost Proposal shall remain valid for at least one hundred twenty (120) days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any contract resulting from this RFP. All monetary amounts shall be in U.S. currency.

NOTICE: The evaluation factors do NOT and should NOT be construed as any type of volume guarantee or minimum purchase quantity. The evaluation factors shall NOT create rights, interests, or claims of entitlement in the Respondent.

Notwithstanding the cost items, pursuant to the *Pro Forma* Contract Section C (refer to RFP Attachment 6.7.), "The State is under no obligation to request work from the Respondent in any specific dollar amounts or to request any work at all from the Respondent during any period of this Contract."

Only the Respondents that pass Phase One, Part Three, will be sent the editable version of the Cost Proposal and instructions on how to provide the Cost Proposal to the RFP Coordinator via email.

RESPONDENT SIGNATURE:	
PRINTED NAME & TITLE:	
DATE:	
EVALUATION SCORE:	
The Solicitation Coordinator will use this sum and the formula below to calculate the Cost Proposal Score. Numbers rounded to two (2) places to the right of the decimal point will be standard for calculations.	
$\frac{\text{lowest evaluation cost amount from all proposals}}{\text{evaluation cost amount being evaluated}} \times 40$	= SCORE:
(maximum section score)	

The RFP Coordinator will calculate the Respondents Cost Proposal Score using the amounts inserted into the matrix (attached as RFP Attachment 6.7., *Pro Forma* Contract Attachment C, Cost Proposal Matrix). The Cost Proposal Matrix will be used to determine the final Cost Proposal score for each proposal.

Calculations shall result in numbers rounded to one decimal place.

RESPONSE PACKAGE COVER SHEET

Upgrading Locking Systems Phase I and Phase II
SBC Project No. 140/001-04-2013

Tennessee Contractor and Professional's License Information

Any blank spaces may cause Proposal to be unacceptable and rejected.

*Provide State contractor license number, expiration date, and classifications for Respondent as applicable and in accordance with State of Tennessee licensing law.
Provide all names as used for licensing or other legal transactions.*

**Respondent
Identification:**

Respondent _____

Address _____

Tennessee Contractor License information:

License Number _____

License Classification(s) applicable to
Project _____

Monetary Limit _____

Case Study Reference Form
Upgrading Locking Systems Phase I and Phase II

SBC Project No. 140/001-04-2013

Utilize case study reference forms with RFP Attachment 6.2., Section B.9.

RESPONDENT NAME:	
-------------------------	--

Client Information:

Client Name: _____
Contact Person's Name: _____ Title: _____
Address: _____ City: _____ State: _____ Zip: _____
Phone: _____ E-Mail: _____

Project Information:

Property Name:	
Project Location (Address, City, State):	
Project Type: (installation of electronic locks in a correctional facility on narrow jamb door frames)	
Duration of Project, number of facilities involved (quantity of doors/openings affected, floors of single building or buildings on a campus environment):	
Project cost range:	
Key Personnel (names/titles):	
Challenges and how they were overcome:	

SURFACE MOUNTED LOCK ASSEMBLY PERFORMANCE TESTING PROTOCOL

- A. The content of this document is subject to change based upon testing laboratory requirements.
- B. As specified in Section 11 19 40 Security Hardware, each proposer is to submit documentation that the lock provided has been completely tested, previously and separately, in compliance with ASTM F1577, to not less than Security Grade 2.
- C. Custom testing of each proposer's lock, lock enclosure, and strike enclosure will be conducted as described below. Testing for each enclosure set will be valid only for one lock submitted with it. If any enclosures are intended to accommodate different locks, then, for each additional lock submitted from those specified, provide a separate set of lock and strike enclosure products for testing. Each proposer shall submit to the test laboratory only a specified lock, and their lock and strike enclosures, along with corresponding installation instructions (the assembly). In each case, the lock, lock enclosure, and strike enclosure, will be tested together as a complete assembly. Each component is to be mounted operationally complete, just as it would be at a prison cell opening.
- D. The testing laboratory will then conduct the entire test procedure, including provision of all test apparatuses, fixtures, and supervision of personnel required for testing. The testing laboratory will mount each lock, lock enclosure, and strike enclosure in accordance with instructions provided by each proposer. A door and frame test fixture similar to ASTM F1577 Figure 1, but more rugged, will be provided by the testing laboratory and used for testing of all samples submitted.
- E. More durable HSS steel tubing will be used, in lieu of the SHM test door and frame illustrated, to minimize fixture degradation affecting comparability of results, through multiple rounds of testing. The testing laboratory will fabricate a 36" x 36" by 2" nominal door panel using HSS 1-1/2 x 1-1/2 x 3/16 perimeter and intermediate tubing, with 1/4" steel plate faces welded both sides. With 6" as the nominal frame depth, the laboratory will fabricate simulated door framing; using HSS 8 x 6 x 3/16 tubing with 8" as the frame face for lock mounting; and using HSS 6 x 2 x 3/16 with 2" as the frame faces for head, sill, and hinge jamb framing. The laboratory will provide two surface mounted weld on detention hinges located as indicated in ASTM F1577 Figure 1. Despite the ruggedness of this fixture construction, if in the judgement of the testing laboratory at any time during test administration, fixture damage is adversely affecting comparability of test results, the testing laboratory shall replace any such damaged door panel or frame component.
- F. **SYSTEM PERFORMANCE-** Conduct tests in sequence as indicated below. Failure at any point in testing will be as defined in ASTM F1577, 6.2.5.
1. Anti-tamper Testing:
 - a. Using materials commonly available to inmates, the owner's representatives will be directed to attempt to defeat each lock strike assembly in any way possible. Sufficient personnel will be provided to assure they are rested and of consistent size, strength, and

skill across multiple rounds of tests. The testing laboratory is responsible for administering and documenting fair uniform application of procedures to multiple proposers' products submitted.

2. Impact Testing at Cell Interior Side:

a. Conduct two ASTM F1577 Paragraph 6.2 Impact Tests:

- 1) One with a single jamb mounted lock in a single surface lock and strike enclosure assembly installed as indicated (SH1S) for this project, and
- 2) One with a single jamb mounted lock in a narrow pair surface lock and strike enclosure assembly installed as indicated (SH1P) for this project. For each test, apply impact blows per ASTM F1577 corresponding to Grade Level 1, but with a total of 1200 blows. Apply ram blows to the stop face of the door, so the door swings open away from the ram.

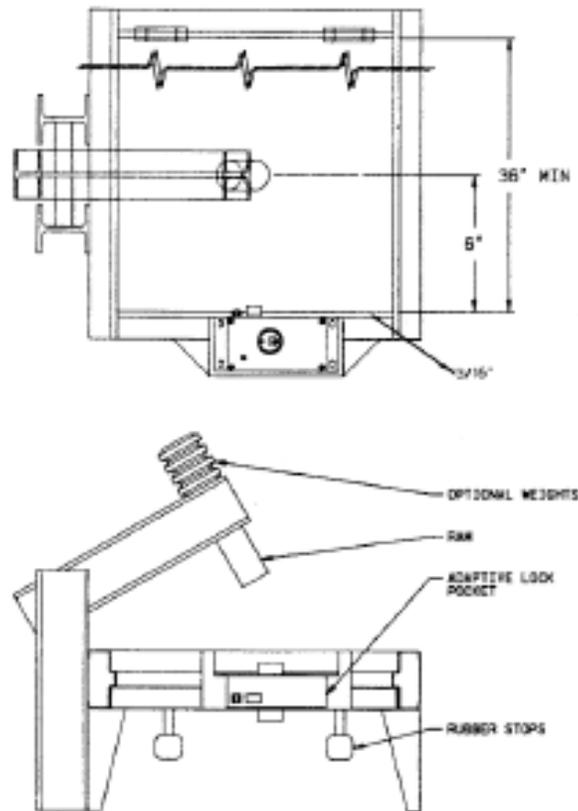


FIG. 1 Swing Lock Impactor

b. ASTM F1577 test protocols that do not need to be repeated include:

- 1) Paragraph 6.3 Fire Test
- 2) Paragraph 6.4 Cylinder Test
- 3) Paragraph 6.5 Remote Lock Bolt Retraction Force Test
- 4) Paragraph 6.6 Mechanical Release Force Test
- 5) Paragraph 6.7 Remote Operation Cycle Test
- 6) Paragraph 6.8 Mechanical Release Operation Cycle Test

3. Impact Testing at Dayroom Side (Custom tests as indicated applying ram blows parallel to hinge face of door, will be conducted to confirm lock and strike enclosure attachments resist

forces intended to shear them from door, frame, or wall faces as might occur in a riot or other prison disturbance):

- a. Modified ASTM F1577 testing of Surface Mounted Lock and Strike Enclosures conducted separately for both single and pair configurations and including the following:
 - 1) Additional Impact Testing, using the F1577 impact fixture modified with door and frame fixture reconfigured in a vertical plane and applying blows to each as follows:
 - a) Vertically to a Lock Enclosure, at Top Center- 400 blows
 - b) Vertically to a Lock Enclosure, at Bottom Center- 100 blows
 - c) Vertically to a Strike Enclosure, at Top Center- 400 blows
 - d) Horizontally to a Lock Enclosure, at lock bolt height- 400 blows
 - e) Horizontally to a Strike Enclosure, at lock bolt height- 400 blows

(For both items d and e above, door and frame fixture, while still in a vertical plane, may be rotated 90 degrees, allowing ram blows to remain vertical).

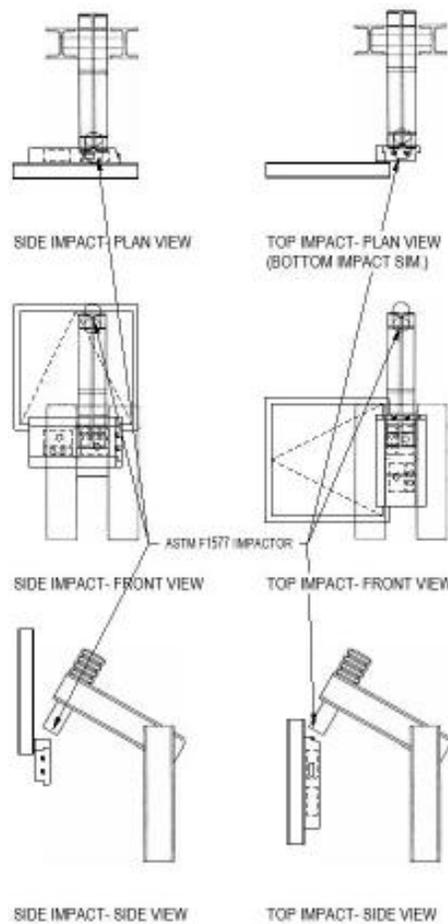


FIG. 2 Impact Testing Dayroom Side

4. Alternative Impactor: Testing laboratory use of a modified ASTM F1450 impactor apparatus (see Figure 3 below) to accomplish ASTM F1577 testing will be considered. Owner and Designer will coordinate with selected testing laboratory. Regardless of impact apparatus used, striking surface will comply with ASTM F1577, 6.2.3.1 and blow force will be 200 ft-lb.

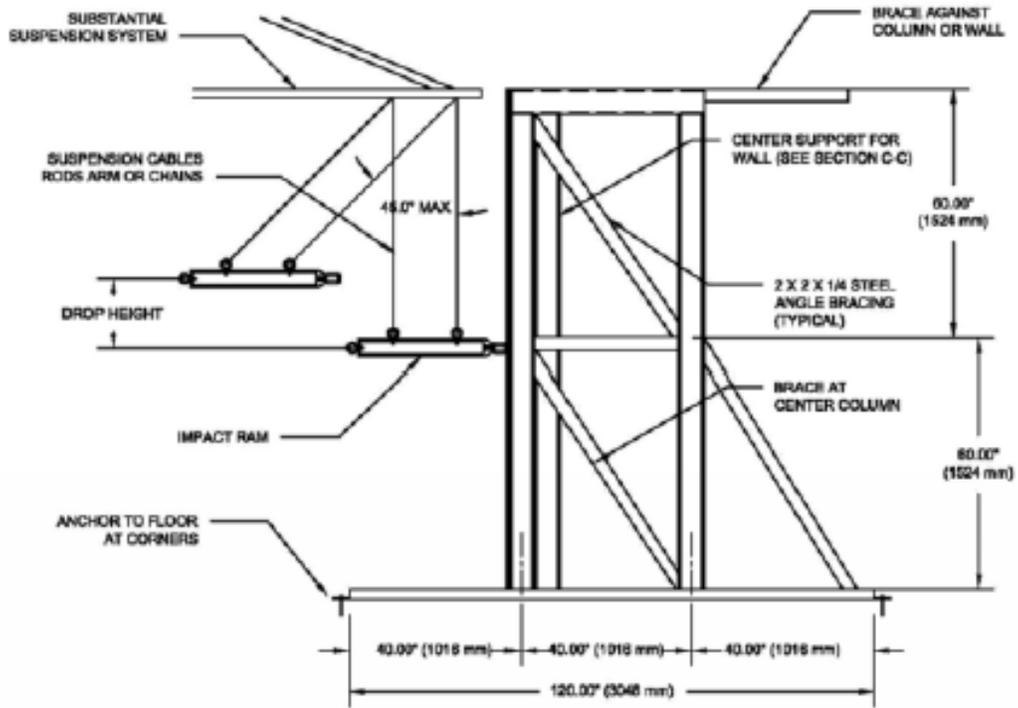


FIG. 4 Test Wall

FIG.3 Alternative Impact Apparatus

SBC Project No. 140/001-04-2013

ALL days are noted using "Calender Days"

08/18/20-R&N Estimated Construction Durations.

Project SUB #	Facilities listed in Priority Order	(SIS) Site Investigation and submittals	(IUT) Inmate Unit Transfer	Install	Total
5	Northwest Correctional Complex - Tiptonville	100	91	295	486
6	Turney Center industrial Complex - Only	100	49	224	373
7	West Tennessee State Prison - Henning	100	77	226	403
8	Tennessee Prison for Women - Nashville	100	56	171	327
9	Riverbend Maximum Security Institution - Nashville	100	35	119	254
10	Deberry Special Needs Facility - Nashville	100	126	238	464
11	Morgan County Correctional Complex - Wartburg	100	77	168	345
12	Women's Therapeutic Residential Center - Henning	100	77	274	451
13	South Central Correctional Facility - Clifton	100	91	295	486
14	Northeast Correctional Complex - Mountain City	100	63	230	393
15	Mark Luttrell Transition Center - Memphis	100	28	120	248

- 1 "SIS" shall include the delivery time for custom lock pockets, frames, doors, and locks.
- 2 The "SIS" time period starts when the owner issues the Notice To Proceed for each particular site contract.
- 3 Time saved in one time period will transfer to another. The project must be completed and accepted in "Total" days
- 4 Once installation starts, project days are charged against the "Install" time period.
- 5 When the contractor completes initial testing, the Engineer will test. This project time will be charged to the "Install" period.
- 6 When the engineer has accepted the installation, the owner will inspect. This time is charged to the Install Time period.
- 7 The owner and engineer may review the installation simultaneously or independently.
- 8 When the owner accepts the installation, project time is charged against the "IUT" time period.
- 9 Any days over the "IUT" period will be added to the "Total" period.

SBC Project No. 140/001-04-2013

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.

6.7. *Pro Forma Contract and Contract Attachments*

Exhibit A: Attestation re Personnel Used in Contract Performance

Attachment A: Standard Form of Agreement Between Owner and Contractor and Contract Bond

Attachment B: Rate Adjustment Formula

Attachment B-1: Annual Cost Proposal Matrix Increase Agreement

Attachment C: Cost Proposal Matrix

CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF GENERAL SERVICES
FOR
DEPARTMENT OF CORRECTION
AND
CONTRACTOR NAME
TO
SBC PROJECT NUMBER 140/001-04-2013

This Contract (the "Contract"), by and between the State of Tennessee, Department of General Services, hereinafter referred to as the "Owner" and **Contractor Legal Entity Name**, hereinafter referred to as the "Contractor," is to upgrade locking systems, as further defined in the "SCOPE OF SERVICES". Owner and Contractor are hereinafter collectively referred to as the "Parties".

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

Contractor Place of Incorporation or Organization: **Location**
Contractor Edison Registration ID # **Number**

A. SCOPE OF SERVICES:

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

The services and deliverables to be performed by the Contractor under this Contract are set forth in drawings and specifications dated May 8, 2020 (collectively, the "Work"). It is anticipated that the Owner and the Contractor will enter into separate contracts to perform the applicable portion of the Work at each of the eleven correctional institutions identified therein. Said separate contracts shall be in substantially the same form as and include all the completed attachments referenced in the "Standard Form of Agreement Between Owner and Contractor" attached hereto as Attachment A (a "Construction Agreement"). Each fully executed Construction Agreement shall set forth the terms upon which the Parties have agreed such portion of the Work shall be completed, including, without limitation, the particular portion of the Work; the time period for completion; and the contract sum, which shall be based on the "Payment Terms and Conditions" in Section C of this Contract and in accordance with Cost Proposal Matrix (the "Matrix") Contract Attachment C.

- A.2. The Owner reserves the right to, in its sole discretion, solicit proposals for and award work for services included in the scope of this Contract to third parties, and any such actions shall not be deemed to be a breach of this Contract. The Contractor acknowledges, understands and agrees that this Contract does not guarantee that any work will be awarded to the Contractor and does not contain any "exclusive" to the Contractor for any portion of the services that can be provided under this Contract.

B. CONTRACT PERIOD:

- B.1. Contract Period. This Contract shall be effective for the period commencing on the date of full and complete execution of this Contract and shall be effective for the period of time necessary for the Contractor to complete the Work. The Contractor hereby acknowledges and affirms that the Owner shall have no obligation for services rendered by the Contractor which were not performed within this specified contract period.

C. PAYMENT TERMS AND CONDITIONS:

Maximum Liability. There are no funds associated with this Contract. It is anticipated that Work having a value of approximately Twenty-Five Million and No/100 Dollars (\$25,000,000.00) may be awarded for this Scope of Services. The amount of Work awarded to the Contractor under

this Contract will be determined based on the Owner's need and the amount of funding available from various funding sources. This Contract makes no guarantees, either stated or implied, about the demand for services requested within.

The Contractor is not entitled to be paid any or all of the estimated spend under this Contract and is not entitled to be paid for any work not requested by the Owner in a Contract. The Owner is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

The payment rates, in Section C.3, shall constitute the manner in which amounts due the Contractor for all services and Contractor obligations pursuant to Contracts will be calculated, regardless of the difficulty, hours worked, materials or equipment required.

- C.2. Compensation Firm. The payment rates set forth in Section C.3 below for services under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless amended.
- C.3. Payment Methodology. The Contractor shall be compensated for the Work as set forth below and as set forth in each Construction Agreement based on the Unit Items pricing in Attachment C.
- C.4. Rate Adjustment. A rate adjustment will be permitted for all Unit Items as specified in C.3 of this Contract. (See Rate Adjustment Formula, Contract Attachment B). In the event that the Owner permits a rate adjustment under this paragraph C.4, the rate adjustment shall be effected through the parties' documentation and execution of Contract Attachment B-1.
1. The rates shall become eligible for rate adjustment annually during the current Contract term on each anniversary of the effective date of the Contract. No more than one rate adjustment shall be permitted annually unless an item's pricing increases by more than 10% (i.e. steel).
 2. In the event that the Contract is extended in accordance with Contract Section B.2, the Contractor shall be compensated based upon the current payment rates plus the rate adjustment as provided in this Contract.
- C.5. Travel Compensation. The Contractor shall not be separately compensated or reimbursed for travel time, travel expenses, meals, or lodging.
- C.6. Invoice Requirements. The Contractor shall invoice the Owner as specified in each Construction Agreement.
- C.7. Payment of Invoice. A payment by the Owner shall not prejudice the Owner's right to object to or question any payment, invoice, or matter in relation thereto. A payment by the Owner shall not be construed as acceptance of any part of the work or service provided or as approval of any amount invoiced.
- C.8. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the Owner, on the basis of audits conducted in accordance with the terms of the Contract, not to constitute proper remuneration for compensable services.
- C.9. Deductions. The Owner reserves the right to deduct from amounts, which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee any amounts, which are or shall become due and payable to the State of Tennessee by the Contractor.
- C.10. Prerequisite Documentation. The Contractor shall not invoice the Owner under this Contract until the Owner has received the following documentation properly completed.
- a. The Contractor shall complete, sign, and present to the Owner an "Authorization Agreement for Supplier Direct Deposit Form". By doing so, the Contractor acknowledges and agrees that, once said form is received by the State, all payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee shall be made by Direct Deposit. This form can be found at

<http://www.tn.gov/finance/article/fa-acffin-swa>. Please follow the instructions at the top of the form regarding submission of the form.

- b. The Contractor shall complete, sign, and present to the Owner a "Taxpayer Identification Number and Certification Form". The taxpayer identification number detailed by said form must agree with the Contractor's Federal Employer Identification Number or Tennessee Edison Registration ID referenced in this Contract. This form can be found at <https://www.irs.gov/pub/irs-pdf/fw9.pdf>. Please submit this form with the Authorization Agreement for Supplier Direct Deposit Form form as indicated at the top of the form regarding submission of the form.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The Owner is not bound by this Contract until it is signed by the Contract parties and approved by the appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to the Commissioner of General Services, the Office of the State Architect, the Comptroller of the Treasury, and the Office of the Attorney General). Approvals shall be evidenced by a signature or electronic approval.
- D.2. Modification and Amendment. This Contract may be modified only by a written amendment signed by all parties hereto and approved by both the officials who approved this Contract and, depending upon the specifics of this Contract as amended, any additional officials required by Tennessee laws and regulations (said officials may include, but are not limited to, the Commissioner of General Services, the Office of the State Architect, the Comptroller of the Treasury, and the Office of the Attorney General).
- D.3. Termination for Convenience. The Owner may terminate this Contract without cause for any reason. Said termination shall not be deemed a breach of contract by the Owner. The Owner shall give the affected Contractor at least thirty days written notice before the effective termination date. The affected Contractor shall be entitled to compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the Owner be liable to the affected Contractor for compensation for any service which has not been rendered. Upon such termination, the affected Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount. In no event shall the Owner's exercise of its right to terminate this Contract for convenience relieve the affected Contractor of any liability to the Owner for any damages or claims arising under this Contract.
- D.4. Termination for Cause. If a Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if a Contractor materially violates any terms of this Contract ("Breach Condition"), the Owner shall have the right to immediately terminate the Contract as to such Contractor and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, a Contractor shall not be relieved of liability to the Owner for damages sustained by virtue of any Breach Condition and the Owner may seek other remedies allowed at law or in equity for breach of this Contract.
- D.5. Assignment and Subcontracting. No Contractor shall assign this Contract or enter into a subcontract for any of the services provided under this Contract without obtaining the prior written approval of the Owner. If such subcontracts are approved by the Owner, each shall contain, at a minimum, sections of this Contract pertaining to "Conflicts of Interest", "Nondiscrimination," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the assigning Contractor shall be the prime contractor and shall be responsible for all work performed.
- D.6. Conflicts of Interest. The Contractor warrants that no part of the 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 months has been, an employee of the State of Tennessee or if the Contractor is an entity in which a controlling interest is held by an individual who is, or within the past six months has been, an employee of the State of Tennessee.

The Contractor acknowledges, understands, and agrees that it and its performance under this Contract are subject to State Building Commission Policy and Procedure 12.02, "Organizational Conflicts of Interest," (the "SBC Conflict Policy"), and that Contractor has read and understands all of the provisions and requirements of same.

- D.7. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.8. Prohibition of Illegal Immigrants. The requirements of 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 and has completed and signed the document attached hereto as Exhibit A. The Contractor shall reaffirm this attestation by submitting to the Owner a completed and signed copy of the document attached as Exhibit A hereto with each executed Contract. If the Contractor is a party to more than one contract with the Owner, the Contractor may submit one attestation that applies to all contracts with the Owner. 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 Owner.
 - 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.9. Licensure. The Contractor and its employees and all sub-contractors shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses. The Contractor shall be familiar with the Contractors Licensing Act of 1994, as currently amended (codified in Tennessee Code Annotated Sections 62-6-101, et seq.). A Contract will not be awarded to Contractor whose proposal is in conflict with state licensing law. Contractor shall have a minimum license limit amount of Six Million and No/100 Dollars (\$6,000,000.00), and a minimum license classification

- of Specialty – Detention Hardware. Contractor shall maintain licensure during the period of this Contract, and shall notify the Owner of any changes in licensure.
- D.10. 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 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.11. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the Owner, the Comptroller of the Treasury, or their duly appointed representatives.
- D.12. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.13. Independent Contractor. The Parties hereto, in the performance of this Contract, shall not act as employees, partners, joint ventures, or associates of one another. It is expressly acknowledged by the Parties hereto that such Parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one Party shall not be deemed or construed to be the employees or agents of the other Party for any purpose whatsoever.
- D.14. Limitation of Owner's Liability. The Owner shall have no liability except as specifically provided in this Contract. In no event will the Owner 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.
- D.15. 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 Owner of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the Owner 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. Contractor will not increase its charges under this Contract or charge the Owner any fees other than those provided for in this Contract as the result of a Force Majeure Event.
- D.16. State and Federal Compliance. The Contractor shall comply with all applicable state and federal laws and regulations in the performance of this Contract.

- D.17. 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.18. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.
- D.19. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.
- D.20. 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 Owner and hold it harmless for any costs to the Owner arising from Contractor's failure to fulfill its PPACA responsibilities for itself or its employees.
- D.21. 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 Owner 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 Owner 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 Owner in any legal matter, as the right to represent the Owner is governed by Tenn. Code Ann. § 8-6-106.

- D.22. HIPAA Compliance. The Owner 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 Owner 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 Owner, including cooperation and coordination with Owner 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 Owner and the Contractor will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the Owner 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 Owner 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 Owner because of the violation.

- D.23. 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 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 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 Owner if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified.

- D.24. 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.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.

- E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by EMAIL or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or email address set forth below or to that of such party of address, as may be hereafter specified by written notice.

The Owner:

Deputy Commissioner of General Services or designee
Department of General Services
312 Rosa L. Parks Avenue, 24th Floor
Nashville, Tennessee 37243

The Contractor:

Contractor Name & Title Firm Name
Address
City, State Zip
Email Address
Telephone # Number
FAX # Number

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

- E.3. Subject to Funds Availability. The Contract and all Construction Agreements issued pursuant to this Contract are 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 Owner reserves the right to terminate this Contract upon written notice to the Contractor. The Owner's exercise of its right to terminate this Contract shall not constitute a breach of Contract by the Owner. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. If the Owner 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 Owner and for all satisfactory and authorized services completed as of the termination date. Should the Owner exercise its right to terminate this Contract due to unavailability of funds, the Contractor shall have no right to recover from the Owner any actual, general, special, incidental, consequential, or any other damages of any description or amount.
- E.4. Tennessee Consolidated Retirement System. Subject to statutory exceptions contained in Tenn. Code Ann. §§ 8-36-801, *et seq.*, the law governing the Tennessee Consolidated Retirement System ("TCRS"), provides that if a retired member of TCRS, or of any superseded system administered by TCRS, or of any local retirement fund established under Tenn. Code Ann. §§ 8-35-101, *et seq.*, accepts State employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the Owner under this Contract is that of "employee/employer" and not that of an independent contractor, the Contractor, if a retired member of TCRS, may be required to repay to TCRS the amount of retirement benefits the Contractor received from TCRS during the Term.
- E.5. 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.
- E.6. Insurance. The Contractor shall carry adequate liability and other appropriate forms of insurance including without limitation, the coverages set forth in this Section E.6. Such insurance shall provide for policy limits equal or greater to the amounts set forth herein and shall list the Owner as additional insured. All insurance requirements shall be provided with each executed Contract.

A copy of the appropriate policy or a Certificate of Coverage fully listing all limits of liability shall verify all required insurance. Such insurance shall be maintained through the life of the Contract. Renewal policies or certificates of coverage must be forwarded to the Owner within thirty days upon issuance. Failure to maintain required insurance could be cause for cancellation of the Contract and any Construction Agreements issued hereunder.

- a. 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 and employer liability insurance in the amounts required by appropriate state statutes; or
 - ii. In an amount not less than \$1,000,000 including employer liability of \$1,000,000 per accident for bodily injury by accident, \$1,000,000 policy limit by disease, and \$1,000,000 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 employees fewer than five employees;
 - ii. The Contractor is a sole proprietor in the construction business or trades with no employees;

- iii. The Contractor is in the coal mining industry with no employees;
 - iv. The Contractor is a state or local government; or
- b. 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 \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury and property damage, including products and completed operations coverage with an aggregate limit of at least \$2,000,000.
- c. Business Automobile Liability:
- Including owned, hired, and non-owned vehicles; or, if there are no owned vehicles, Contractor may provide written certification of such and provide coverage limited to hired and non-owned vehicles.
- Bodily injury and property damage combined single limits:
- | | |
|------------------|-------------|
| Each Occurrence: | \$1,000,000 |
|------------------|-------------|
- d. Professional Liability Insurance: Employed Architects and Engineers Professional liability shall be covered with a limit of not less than:
- | | |
|-------------|-------------|
| Each Claim: | \$1,000,000 |
| Aggregate: | \$2,000,000 |
- e. Builder's Risk:
- 1. The Contractor shall purchase and maintain, from a company or companies licensed to do business in Tennessee by the Department of Commerce and Insurance, property insurance written on a builder's risk "all risk" or equivalent policy form in the amount of the initial Contract Sum for the Construction phase of this Contract, plus value of subsequent Contract modifications for the covered project at the site on a replacement cost basis. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made or until no person or entity other than the Owner has an insurable interest in the property as required and indicated within these guidelines to be covered, whichever is later. This insurance shall include interests of the Owner as the named insured, and shall include the Contractor, Subcontractors and Sub-subcontractors, as additional insured in the Project.
 - 2. Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm and debris removal and shall cover reasonable compensation for Owner's or Owner's Representative expenses required as a result of such loss.
 - 3. This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.
 - 4. Partial occupancy or use shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor

shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

5. Loss of Use Insurance. The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused.
6. Before an exposure to loss may occur, the Contractor shall file with the Owner a copy of each policy that includes insurance coverages required within these guidelines. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the issuing company will endeavor to mail ten days written notice to the Owner should the policy be canceled prior to the expiration date. Failure to mail such notice shall impose no obligation or liability of any kind upon the Contractor or issuing company.
7. A loss insured under Contractor's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.
8. If after an insured loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work.
9. The Owner as fiduciary shall have power to adjust and settle a loss with insurers.

E.7. Contract Bond. Contractor shall provide a Contract Bond in the amount of 100% of each Construction Agreement amount.

Bond shall be executed on Tennessee State Building Commission Standard Form exhibited in the Proposal Documents (CSI Section No. 00 61 13) for the purposes of this project.

Bond shall be attached to the signed Contract at time of submission to the Owner by the Contractor.

Surety is the person or entity identified as such in a bond, and is referred to throughout the Contract Documents as if singular in number. The term "Surety" means the Surety or the Surety's authorized representative.

A Surety Company issuing a bond shall be licensed to transact business in the State of Tennessee by the Department of Commerce and Insurance. Bonds shall have certified, and current Power-of-Authority attached for the Surety's Attorney-in-Fact.

An Attorney-in-Fact who executes a bond on behalf of a Surety shall be licensed by the State of Tennessee as an Agent, and shall affix license number to a bond. Alternatively, a countersignature by, and license number of, a licensed Agent shall be affixed to the bond in addition to the signature of the Attorney-in-Fact.

Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under this Contract, the Contractor shall promptly furnish a copy of the bonds or shall permit a copy to be made.

E.8. Participating Entities. The Contractor agrees to permit Tennessee local governments, institutions of higher education, and any corporation which is exempted from taxation under 26 U.S.C. § 501 (c)(3) ("Participating Entities") to take advantage of the services and pricing in this Contract. Contractor agrees to extend its terms and pricing under this Contract to any Participating Entity that executes a Participating Contract. A Participating Entity shall enter into a Participating Contract with Contractor setting forth its specific terms and conditions, if any. The Participating Entity's contract shall be in a form agreed upon by the Contractor and the

Participating Entity. Payment obligations for all work placed by a Participating Entity shall be the sole responsibility of the Participating Entity and not of the Owner.

E.9. Attachments. This Contract includes the following Attachments:

Attachment A: Standard Form of Agreement Between Owner and Contractor

Attachment B: Rate Adjustment Formula

Attachment B-1: Annual Cost Proposal Matrix Increase Agreement

Attachment C: Cost Proposal Matrix

(Remainder of page left blank intentionally)

DRAFT

This instrument may be executed in one or more counterparts. It shall be fully executed when each party whose signature is required has signed at least one counterpart, even though no one counterpart contains the signatures of all parties to this instrument. Electronic, scanned or facsimile signatures shall have the same force and effect as original signatures.

IN WITNESS WHEREOF:

CONTRACTOR LEGAL ENTITY NAME:

Contractor Signatory, Contractor Title

DATE: _____

STATE OF TENNESSEE,

OFFICE OF THE STATE ARCHITECT:

Ann McGauran, State Architect

DATE: _____

DEPARTMENT OF GENERAL SERVICES:

Christi W. Branscom, Commissioner

DATE: _____

APPROVED AS TO COMPLIANCE WITH POLICY AND STATUTE:

Justin P. Wilson, Comptroller of the Treasury

DATE: _____

APPROVED AS TO COMPLIANCE WITH FORM AND LEGALITY:

Herbert H. Slatery III, Attorney General and Reporter

DATE: _____

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

SUBJECT CONTRACT NUMBER:	140/001-04-2013
CONTRACTOR LEGAL ENTITY NAME:	
FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number)	

The Contractor, identified above, does hereby attest, certify, warrant, and assure that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract.

CONTRACTOR SIGNATURE

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

PRINTED NAME AND TITLE OF SIGNATORY

STATE OF TENNESSEE

Real Estate Asset Management

**Standard Form of Agreement Between
Owner and Contractor**where the Basis of Payment is a
STIPULATED SUMUse only with the coordinated documents identified in the current
Designers' Manual
for projects of the State Building Commission of Tennessee**AGREEMENT**

made as of the _____ day of _____ in the year of Two Thousand Twenty

BETWEEN the Owner: STATE OF TENNESSEE, «Customer_Agency»

via the Contracting Agency:

Department of General Services

and the Contractor: «Bidder_Firm_Name»

«Bidder_Address_1»

«Bidder_Address_2»

«Bidder_City», «Bidder_State» «Bidder_Zip»

the Project:

«Project_Name»

«Project_Name_line_2»

«Project_location»

«Project_City_», «Project_County», «Project_State»

SBC Project No. «SBC_Project_No»

the Designer:

«Designer_Name»

«Designer_Address_1»

«Designer_Address_2»

«Designer_City», «Designer_State» «Designer_Zip»

«Designer_Contact»

The Owner and the Contractor agree as set forth below.

005213-1

ARTICLE 1
THE WORK AND THE CONTRACT DOCUMENTS

- 1.1** The Contractor shall perform all the Work required by the Contract Documents for the Project identified on page one.
- 1.2** The Contract Documents are identified in the Conditions of the Contract (General, Supplementary, and other Conditions). These form the Contract and constitute the entire agreement between the Owner and the Contractor, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. An enumeration of the Contract Documents appears in paragraph 1.4.
- 1.3** Terms used in this Agreement which are defined in the Conditions of the Contract shall have the meanings designated in those Conditions.
- 1.4** The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

This Agreement

The following portions of the Project Manual dated «Project_Manual_Date»

and titled:

«Project_Name»
«Project_Name_line_2»
«Project_location»
«Project_City_», «Project_County» «Project_State»
SBC Project No. «SBC_Project_No»

as listed in the project manual Table of Contents:

Conditions of the Contract:

*AIA 2017 Edition A201, 00 72 13 STREAM June 2018 General
Conditions STREAM July 2018 Std 00 73 40 Supplementary
Conditions*

Specifications

Drawings, dated «Drawings_Date», as identified in the Project Manual

The portions of the following addenda as pertain to the documents listed above:

Addendum No. One, dated (pages plus attachment pages)
Addendum No. Two, dated (pages plus attachment pages)
Addendum No. Three, dated (pages plus attachment pages)
Addendum No. Four, dated (pages plus attachment pages)
Addendum No. Five, dated (pages plus attachment pages)
Addendum No. Six, dated (pages plus attachment pages)

Standard Bidding and Construction Documents applicable to the Contractor's Work that are included in the Owner's Designers' Manual:

00 38 60 Disqualified Contractors and Subcontractors
 Supplier Direct Deposit Authorization Form
 Request for Taxpayer Identification Number and Certification W-9 Form
 00 54 43 Retainage Escrow Initiation
 00 65 01 Non-Use of Asbestos Containing Materials Affidavit – Contractor
 00 72 13 General Conditions of the Contract for Construction
 00 73 40 Supplementary Conditions
 00 61 13 Contract Bond
 01 21 19 Allowances
 01 22 13 Unit Prices
 01 26 00 Modification Procedures
 01 26 20 Weather Delays
 01 26 40 Form for Amendment, Change Order or Directive
 01 26 50 Form for Contractor's / Subcontractor's Itemization
 01 29 73 Schedule of Values
 01 29 76 Payment Procedures
 01 29 76.13... Attestation of Personnel Used in Contract Performance
 01 31 19 Project Meetings
 01 31 90 Administrative Logs
 01 32 15..... Progress Schedules and Reports
 01 35 13.16... Detention Project Procedures (Secure Perimeter)
 01 35 13.30... Detention Project Procedures (Outside Secure Perimeter)
 01 35 13.32... Detention Project Procedures (Non-Institutional)
 01 41 15 Regulatory Requirements
 01 43 25 Testing Laboratory Services
 01 77 70 Contract Closeout
 01 78 21G..... Closeout Submittals (detailed Example)
 01 78 88 Report of Subcontractors and Suppliers
 01 79 13 Demonstration and Training

The Owner's Designers Manual can be accessed at

<https://www.tn.gov/generalservices/real-estate-/redirect-stream/designers-consultants/designers--manual.html>

or a hard copy can be requested through the Owner.

ARTICLE 2
TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

- 2.1** The Work to be performed under this Contract shall be commenced on the date stipulated in the Notice to Proceed;
and, subject to authorized adjustments, achieve Substantial Completion of the Work for each phase in accordance with the number of calendar days time allotted each, from and including the commencement of each, as follows:

PHASE	COMMENCEMENT	DAYS
«Contract_Phase»	«Commencement_Time»	«Contract_Days_Words» («Contract_Days_No»)

- 2.2** Liquidated Damages, as set forth in paragraph 9.12 of the Supplementary Conditions, per calendar day, applied wholly and severally to each phase, are:

PHASE	LIQUIDATED DAMAGES
«Contract_Phase»	«Liq_Damages_Words» Dollars («Liq_Damages_No»)

ARTICLE 3
CONTRACT SUM

- 3.1** The Owner shall pay the Contractor in current funds for the performance of the Work, subject to additions and deductions by Change Order as provided in the Contract Documents, the Contract Sum of

**«Recommended_Amt_Award_words» Dollars
(«Recommended_Amt_Award_numbers»)**

- 3.2** The Contract Sum is determined as follows:

Base Bid: **\$.00**

Total accepted: **«Recommended_Amt_Award_numbers»**

- 3.3** The following Unit Prices will be used as specified:

Not Applicable

ITEM	UNIT PRICE
1.	\$.00 /
2.	\$.00 /
3.	\$.00 /
4.	\$.00 /
5.	\$.00 /
6.	\$.00 /

005213-4

This instrument may be executed in one or more counterparts. It shall be fully executed when each party whose signature is required has signed at least one counterpart, even though no one (1) counterpart contains the signatures of all the parties to this instrument. Electronic, scanned or facsimile signatures shall have the same force and effect as original signatures. This Agreement entered into as of the day and year first written above as witnessed:

BY CONTRACTOR: «Bidder_Firm_Name»
«Bidder_Address_1»
«Bidder_Address_2»
«Bidder_City», «Bidder_State» «Bidder_Zip»

Signature: _____

Name: _____

Title: _____

AND BY OWNER: STATE OF TENNESSEE
Department of General Services

APPROVED: _____
Christi W. Branscom, Commissioner
Department of General Services

APPROVED: _____
Ann McGauran, State Architect

END of AGREEMENT FORM for the Project titled:
«Project_Name»
«Project_Name_line_2»
«Project_location»
«Project_City_», «Project_County», «Project_State»
SBC Project No. «SBC_Project_No»

CONTRACT BOND
TENNESSEE STATE BUILDING COMMISSION STANDARD FORM

Bond No. _____

Know all men by these presents: that we

«Bidder_Firm_Name»
«Bidder_Address_1»
«Bidder_Address_2»
«Bidder_City», «Bidder_State», «Bidder_Zip»

(hereinafter called the "Principal") and

(hereinafter called the "Surety") do hereby acknowledge ourselves indebted and securely bound and held unto

STATE OF TENNESSEE
Department of General Services

(hereinafter called the "Owner"), and in the penal sum of

«Recommended_Amt_Award_words» Dollars
(«Recommended_Amt_Award_numbers»)

good and lawful money of the United States of America, for the use and benefit of those entitled thereto, for the payment of which, well and truly to be made, we bind ourselves, our heirs, our administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

But the condition of the foregoing obligation or bond is this:

Whereas, the Owner has engaged the principal for the sum of

«Recommended_Amt_Award_words» Dollars
(«Recommended_Amt_Award_numbers»)

to complete the Work of the project titled:

«Project_Name»
«Project_Name_line_2»
«Project_location»
«Project_City_», «Project_County», «Project_State»
SBC Project No. «SBC_Project_No»

as more fully appears in a written agreement or contract bearing the date of

a copy of which said agreement or contract is by reference hereby made a part hereof, as fully and to the same extent as if copied at length herein, and it is the desire of the Owner that the Principal shall assure all undertakings under said agreement or contract and shall assure and protect all laborers and furnishers of material on said Work both as provided by Tennessee Code Annotated Sections 4-15-102 (f)(2) and 12-4-201 through 12-4-206, and any and all amendments thereto, and shall assure the prompt payment of claims as provided by Tennessee Code Annotated Sections 12-4-207 through 12-4-208, and any and all amendments thereto. The Principal shall also comply with provisions of Tennessee Code Annotated Sections 12-4-401 through 12-4-415, and any and all amendments thereto, pertaining to the payment of the prevailing wage rate.

Now, therefore, if the Principal shall fully and faithfully perform all undertakings and obligations under the contract hereinbefore referred to and shall fully indemnify and hold harmless the Owner from all costs and damage whatsoever which it may suffer by reason of any failure on the part of the Principal to do so, and shall fully reimburse and repay the Owner any and all outlay and expense which it may incur in making good any such default, and shall fully pay for all of the labor, material and work used by the Principal and any immediate or remote sub-contractor or furnisher of material under him in the performance of said contract, in lawful money of the United States, as the same shall become due, then this obligation or bond shall be null and void, otherwise to remain in full force and effect.

And for value received, it is hereby stipulated and agreed that no change, extension of time, alteration or addition to the terms of the contract or to the Work to be performed thereunder or to the specifications accompanying the same shall in any wise affect the obligation under this bond, and notice is hereby waived of any such change, extension of time, alteration or addition to the terms of the contract or to the Work or to the specifications.

In witness whereof the Principal has hereunto affixed its signature and Surety has hereunto caused to be affixed its corporate signature and seal, by its duly authorized officers, on this _____ day of _____, 20_____.

Executed in _____ counterparts.

Witness:

«**Bidder Firm Name**» _____
(name of Principal) (name of Surety)

(authorized signature) (signature of Attorney-in-Fact)

(name of signatory) (name of Attorney-in-Fact)

(title of signatory) (Tennessee license number of Agent or Attorney-in-Fact)

(countersignature of resident Agent if not same as Attorney-in-Fact)

SBC Project No. «SBC_Project_No»

Surety Company issuing bond shall be licensed to transact business in State of Tennessee by Tennessee Department of Commerce and Insurance. Bonds shall have certified and current Power-of-Attorney for the Surety's Attorney-in-Fact attached. Attorney-in-fact who executes bond on behalf of Surety shall be licensed by the State of Tennessee, and shall affix license number to bond; or, countersignature by a licensed agent of the State of Tennessee, and the agent's license number, shall be affixed to the bond in addition to the signature of the Attorney-in-Fact.

Rate Adjustment Formula

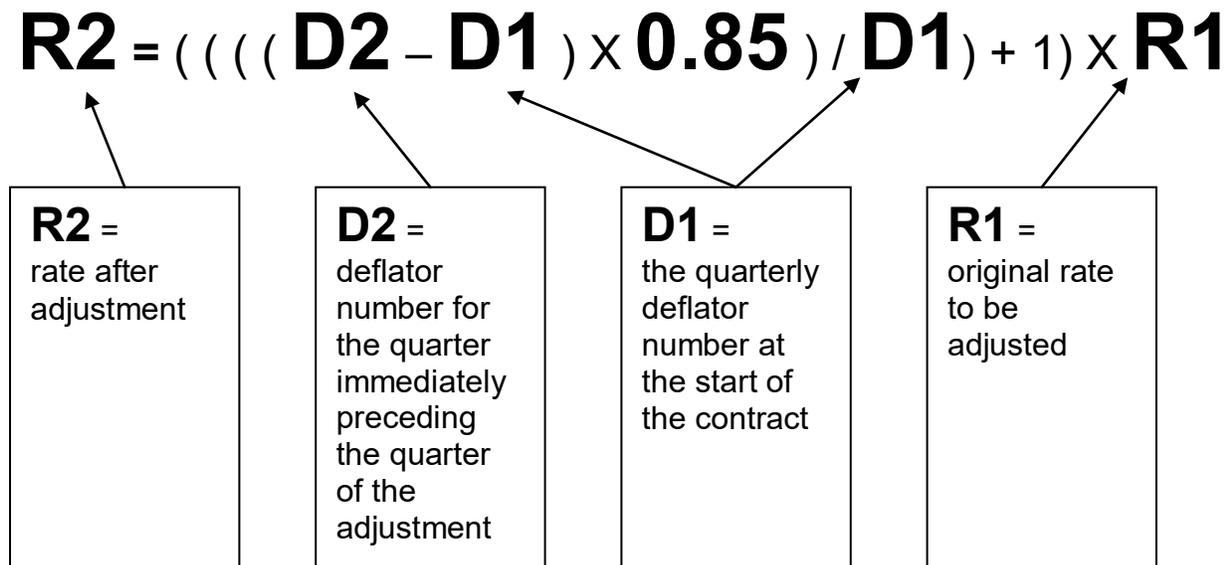
Implicit Price Deflator for State and Local Government

Formula used in adjusting fees:

The Implicit Price Deflator Index number for State and Local Government is that number published by the Bureau of Economic Analysis of the United States Department of Commerce. The Implicit Price Deflator ratio is provided in Table 1.1.9. "Implicit Price Deflators for Gross Domestic Product" under the State and Local Government category.

The adjustment shall be by a percentage equal to eighty-five percent (85%) of the change in the Implicit Price Deflator index number, computed from the calendar quarter at the start of the contract through to the calendar quarter preceding the quarter of the adjustment. For the purposes of this Contract, that period will be those quarters beginning Calendar quarter at Contract start (20XX-x) and ending Calendar quarter preceding adjustment (20XX-x).

The Rate Adjustment Formula can be expressed as follows:



(Note: The State adjusts fees or amounts for eighty-five percent (85%) of the total change in inflationary effect. The State allows adjustment only for a portion of the fee amount appropriate for the providing of professional services. The State does not pay inflation on profit.)

The web site to view Bureau of Economic Analysis tables can be accessed from:

<https://apps.bea.gov/iTable/iTable.cfm?reqid=19&step=3&isuri=1&1921=survey&1903=13#reqid=19&step=3&isuri=1&1921=survey&1903=13>

Attention: This link may have been recently changed by BEA. If so, from the BEA home page within the *National* category, select "**Begin using the data . . .**", then select the **Section 1 – Domestic Product and Income** menu option. Proceed to the following table: Table 1.1.9. Implicit Price Deflators for Gross Domestic Product (A) (Q) "

Line 25 of Table 1.1.9 displays the Implicit Price Deflator index for **State and Local Government**.

Contract Attachment B-1

**Annual Cost Proposal Matrix Increase Agreement
For
Upgrade Locking Systems Cost Proposal Matrix
SBC Project No. 140/001-04-2013**

In accordance with C.4 of the Contract, the State agrees to an annual increase in accordance with Attachment B. The new rates are attached hereto as Contract Attachment C-20 (insert year).

Contractor:

Signed: _____
Name: _____
Title: _____
Date: _____

State:

Signed: _____
Name: _____
Title: Deputy Commissioner of General Services or designee
Date: _____

**Contract Attachment C, 09/01/2020
Cost Proposal Sum Costs Calculation**

Proposed Unit Prices:		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Agreement Lump Sum Amount
Sites	Swing Door Count	UNIT 1 Field Verify	UNIT 2 Single CLB	UNIT 3 Dual CLB	UNIT 4 Second Lock of Dual CLB	UNIT 5 New Flush Door, Frame, Lock	UNIT 6 Flip Door Hand	UNIT 7 Modify Chase Door	UNIT 8 Modify Concrete Wall	UNIT 9 Move Device Close to Frame	UNIT 10 Add Custom Door Stop	UNIT 11 Remove Surface DPS & Raceway	UNIT 12 Key Cabinet	UNIT 13 Spare Parts (Scope=Site Specific)	UNIT 14 Conduit Per-100LF	UNIT 15 Wire Per-100LF	UNIT 16 CLB Test Box	
NWCX-05																		
Unit 1-4	96	96	43	20	20	13	5	6	0	3	0	0		1	40	200		
Unit 5&6	128	128	20	52	52	4	0	0	0	4	0	0		1	0	0		
Unit 7&8	128	128	20	52	52	4	1	0	0	5	0	0		1	0	0		
Unit 9&10	128	128	20	52	52	4	0	0	0	4	0	0		1	0	0		
Unit 11&12	128	128	20	52	52	4	0	0	0	3	0	0		1	0	0		
Unit 13&14	128	128	20	52	52	4	0	0	0	0	0	0		1	0	0		
Total Base Quantity	736	736	143	280	280	33	6	6	0	19	0	0	1	6	40	200	1	
Total Units Cost		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TCIX-06																		
Unit 1	128	128	20	52	52	4	0	0	0	1	0	124		1	0	0		
Unit 2	128	128	20	52	52	4	0	0	0	0	0	124		1	0	0		
Unit 3	128	128	20	52	52	4	0	0	0	0	0	124		1	0	0		
Unit 4	128	128	20	52	52	4	0	0	0	0	0	124		1	0	0		
Total Base Quantity	512	512	80	208	208	16	0	0	0	1	0	496	1	4	0	0	1	
Total Units Cost		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
WTSP-07																		
Unit 1	97	97	68	11	11	7	4	2	8	10	6	89		1	0	0		
Unit 2	95	95	63	12	12	8	5	0	6	9	8	88		1	0	0		
Unit 3	128	128	124	0	0	4	0	0	0	6	0	0		1	0	0		
Unit 4	128	128	124	0	0	4	0	0	0	4	0	0		1	0	0		
Total Base Quantity	448	448	379	23	23	23	9	2	14	29	14	177	1	4	0	0	1	
Total Units Cost		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
DJRC-08 (formerly TPFW)																		
Unit 1	136	136	70	33	33	0	24	16	0	24	0	0		1	0	0		
Unit 2	136	136	136	0	0	0	16	16	0	42	36	0		1	0	0		
B Bldg Child Visit	14	14	12	1	1	0	0	0	0	0	0	0		1	0	0		
Total Base Quantity	286	286	218	34	34	0	40	32	0	66	36	0	1	3	0	0	1	
Total Units Cost		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
RMSI-09																		
Unit 5	96	96	20	20	20	8	5	1	2	2	1	0		1				
Unit 6	128	128	52	52	52	4	0	0	0	0	0	0		1				
Total Base Quantity	224	224	68	72	72	12	5	1	2	2	1	0	1	2	0	0	1	
Total Units Cost		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
DSNF-10																		
Unit 3	16	16	16	0	0	0	0	0	0	10	0	0		1	11	32		
Unit 4	38	38	38	0	0	0	0	0	0	30	0	0		1	14	78		
Unit 5	68	68	68	0	0	0	0	0	0	51	0	0		1	0	0		
Unit 6	68	68	68	0	0	0	0	0	0	47	0	0		1	0	0		
Unit 7	57	57	57	0	0	0	2	0	0	28	0	0		1	0	0		
Unit 8	60	60	60	0	0	10	0	0	0	30	0	0		1	0	0		
Unit 9	63	63	63	0	0	0	0	0	0	15	0	0		1	0	0		
Unit 10	18	18	18	0	0	0	0	0	0	16	0	0		1	0	0		
Unit 15	74	74	74	0	0	2	0	0	0	51	0	0		1	0	0		
Total Base Quantity	462	462	462	0	0	0	14	0	0	278	0	0	1	9	25	110	1	
Total Units Cost		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

**Contract Attachment C, 09/01/2020
Cost Proposal Sum Costs Calculation**

Proposed Unit Prices:		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Agreement Lump Sum Amount
Sites	Swing Door Count	UNIT 1 Field Verify	UNIT 2 Single CLB	UNIT 3 Dual CLB	UNIT 4 Second Lock of Dual CLB	UNIT 5 New Flush Door, Frame, Lock	UNIT 6 Flip Door Hand	UNIT 7 Modify Chase Door	UNIT 8 Modify Concrete Wall	UNIT 9 Move Device Close to Frame	UNIT 10 Add Custom Door Stop	UNIT 11 Remove Surface DPS & Raceway	UNIT 12 Key Cabinet	UNIT 13 Spare Parts (Scope=Site Specific)	UNIT 14 Conduit Per-100LF	UNIT 15 Wire Per-100LF	UNIT 16 CLB Test Box	
MCCX-11																		
Unit 21	128	128	128	0	0	0	34	0	0	0	0	0		1	0	0		
Unit 22	128	128	128	0	0	0	34	0	0	0	0	0		1	0	0		
Unit 23	128	128	128	0	0	0	34	0	0	0	0	0		1	0	0		
Total Base Quantity	384	384	384	0	0	0	102	0	0	0	0	0	1	3	0	0	1	
Total Units Cost		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
WTRC-12																		
Unit 7	128	128	124	0	0	4	2	0	0	5	0	0		1	0	0		
Unit 8	128	128	125	0	0	3	2	0	0	4	0	0		1	0	0		
Unit 9	128	128	125	0	0	3	2	0	0	4	0	0		1	0	0		
Unit 10	128	128	126	0	0	2	2	0	0	7	0	0		1	0	0		
Unit 11	128	128	126	0	0	2	2	0	0	3	0	0		1	0	0		
Unit 12	128	128	125	0	0	3	2	0	0	2	0	0		1	0	0		
Total Base Quantity	768	768	751	0	0	17	12	0	0	25	0	0	1	6	0	0	1	
Total Units Cost		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SCCF-13																		
Unit 1-4	96	96	48	20	20	8	5	0	3	10	0	0		1	0	0		
Unit 5-6	128	128	20	52	52	4	0	0	0	4	0	0		1	0	0		
Unit 7-8	128	128	20	52	52	4	0	0	0	4	0	0		1	0	0		
Unit 9-10	128	128	20	52	52	4	0	0	0	4	0	0		1	0	0		
Unit 11-12	128	128	20	52	52	4	0	0	0	4	0	0		1	0	0		
Unit 13-14	128	128	20	52	52	4	0	0	0	4	0	0		1	0	0		
Total Base Quantity	736	736	148	280	280	28	5	0	3	30	0	0	1	6	0	0	1	
Total Units Cost		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

**Contract Attachment C, 09/01/2020
Cost Proposal Sum Costs Calculation**

Proposed Unit Prices:		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Agreement Lump Sum Amount
Sites	Swing Door Count	UNIT 1 Field Verify	UNIT 2 Single CLB	UNIT 3 Dual CLB	UNIT 4 Second Lock of Dual CLB	UNIT 5 New Flush Door, Frame, Lock	UNIT 6 Flip Door Hand	UNIT 7 Modify Chase Door	UNIT 8 Modify Concrete Wall	UNIT 9 Move Device Close to Frame	UNIT 10 Add Custom Door Stop	UNIT 11 Remove Surface DPS & Raceway	UNIT 12 Key Cabinet	UNIT 13 Spare Parts (Scope=Site Specific)	UNIT 14 Conduit Per-100LF	UNIT 15 Wire Per-100LF	UNIT 16 CLB Test Box		
NECX-14																			
Unit 5&6	128	128	20	52	52	4	0	0	0	23	0	64		1	0	0	0		
Unit 7&8	128	128	28	48	48	4	0	0	0	26	0	128		1	0	0	0		
Unit 9&10	128	128	28	48	48	4	0	0	0	26	0	95		1	0	0	0		
Unit 11&12	128	128	20	52	52	4	0	0	0	24	0	128		1	0	0	0		
Unit 13&14	128	128	20	52	52	4	0	0	0	24	0	128		1	0	0	0		
Total Base Quantity	640	640	116	252	252	20	0	0	0	123	0	543	1	5	0	0	0	1	
Total Units Cost		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
MLTC-15																			
Unit 5&6	60	60	60	0	0	0	1	0	0	0	0	0		1	0	0			
Unit 7	15	15	5	5	5	0	0	0	0	0	0	0		1	0	0			
Unit 8	15	15	15	0	0	0	0	0	0	0	5	0		1	0	0			
Unit 9&10	70	70	70	0	0	0	4	0	0	0	2	0		1	0	0			
Total Base Quantity	160	160	150	5	5	0	5	0	0	0	7	0	1	4	0	0	0	1	
Total Units Cost		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Summary Rollup																			
Column Total Qty	4620	5356	2899	1154	1154	149	198	41	19	573	58	1216	11	52	65	310	11		
Column Total Cost		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Sum Costs Grand Total:																			\$ -