PRE-RESPONSE CONFERENCE

SWC 201 Equipment Rental

Ellen Lipinski, Category Specialist | November 30, 2021
Pre-Response Conference
SWC 201
Event # 32110-12143
November 30, 2021 at 10:00AM
*Please Sign In
Welcome & Introductions

ITB Solicitation Coordinator

Ellen Lipinski
Department of General Services
Central Procurement Office
312 Rosa L Parks Avenue, 3rd Floor
Nashville, TN 37243
615-741-1174
Ellen.Lipinski@tn.gov
Agenda

• Welcome & Introductions
• Schedule of Events
• Diversity Business
• Terms & Conditions Overview
• Specifications Overview
• Bid Factors
• Attachments Overview
• Evaluation Model
• Questions
Disclaimer

• All answers provided during the Pre-Response Conference are not official until the State answers in writing and amends the solicitation.

• Questions must be submitted in writing prior to the Written “Questions & Comments” Deadline (Friday, December 3, 2021 by 4:30 pm) in order to receive an official answer from the State.

• Read all solicitation documents in Edison, including all terms and conditions, specifications, bid factors, and attachments.
# Schedule of Events

<table>
<thead>
<tr>
<th>Activity</th>
<th>Time (CT)</th>
<th>Date (State Business Days)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. RFI Issued</td>
<td></td>
<td>11/19/2021</td>
</tr>
<tr>
<td>2. Pre-Response Conference</td>
<td>10:00 AM</td>
<td>11/30/2021</td>
</tr>
<tr>
<td>3. Written “Questions and Comments” Deadline*</td>
<td>4:30 PM</td>
<td>12/03/2021</td>
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<tr>
<td>4. Event Posted*</td>
<td>4:30 PM</td>
<td>12/21/2021</td>
</tr>
<tr>
<td>5. Response Deadline*</td>
<td>4:30 PM</td>
<td>01/07/2022</td>
</tr>
<tr>
<td>6. Contract Start Date*</td>
<td></td>
<td>03/24/2022</td>
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</tbody>
</table>

* Dates are tentative and subject to change.
Diversity Business

Rafael Borjas Diversity Business Liaison
615-532-9013
Rafael.Borjas@tn.gov

Terms and Conditions

• Respondents should review all Terms & Conditions
• Not all Terms & Conditions will be covered today

Sections of the Terms and Conditions:
  – 1. Background Information, Invitation to Bid (p. 1)
  – 2. Award Criteria (p. 2)
  – 3. Standard Terms of the Solicitation (p. 3)
  – GoDBE – Respondent’s Diversity Utilization Plan (p. 8)
  – 4. Scope (p. 10)
  – 5. Term of Contract (p. 11)
  – 6. Payment Terms and Conditions (p. 11)
  – 7. Mandatory Terms and Conditions (p. 13)
  – 8. Special Terms and Conditions (p. 25)
• **1.2. Statewide Contract.** [T&C pg. 1]
  - The purpose of this Invitation to Bid is to establish a source or sources of supply for all Tennessee State Agencies, Tennessee local governmental entities, the board of trustees of the University of Tennessee system, the Tennessee board of regents system or the state university boards, and the nonprofit entities identified in Tenn. Code Ann. § 33-2-1001.
2. Award Criteria [T&C pg. 2]

2.1. **Option to Award by Line.** The State may award a single contract for all line items to the respondent whose response meets the requirements and criteria in this ITB at the lowest cost. Alternatively, the State may award a separate contract for each line item. Line item totals shall be calculated by multiplying the unit price by the line item quantity.

**Award by Line:** Each Category awarded by Line and by Region

- Category 1: Earth Moving Equipment – Track Mounted Excavators & Backhoes
- Category 2: Earth Moving Loaders & Dozers
2. Award Criteria [T&C pg. 2]

2.2. **Option to Award by Grouped Lines.** The State may award a single contract for all line items to the respondent whose response meets the requirements and criteria in this ITB at the lowest cost. Alternatively, the State may award separate contracts for each group of line items using the following method:

- **Grouped Lines: Each Category awarded by Region**
  - Category 3: Trench Safety & Shoring Equipment
  - Category 4: Tractors
  - Category 5: Mowers
  - Category 6: Attenuators
  - Category 7: Portable Traffic Control Signals
  - Category 8: Automatic Flagger Assistance Devices
  - Category 9: Earth Moving Equipment – Truck Mounted Excavators
  - Category 10: Earth Moving Equipment – Graders
2. Award Criteria [T&C pg. 2]

2.2 Option to Award by Grouped Lines. The State may award a single contract for all line items to the respondent whose response meets the requirements and criteria in this ITB at the lowest cost. Alternatively, the State may award separate contracts for each group of line items using the following method:

- Grouped Lines: Each Category awarded by Region
  - Category 11: Pavers
  - Category 12: Pothole Patchers
  - Category 13: Aerial Work Platforms
  - Category 14: Culvert Cleaners
  - Category 15: Forklift & Material Handling
  - Category 16: Power, Lights, Climate Control, & Signage
  - Category 17: Pumps
  - Category 18: Barricades & Fencing
3.7 Response Cancellation and Rejection. [T&C pg. 3]

- The State may cancel this ITB in its entirety and reissue it in whole or in part.

- The State may reject any or all responses in its sole discretion. Additionally, the State may reject a response that: (a) qualifies the offer to provide goods or services as required by this ITB; (b) proposes alternative goods or services unless expressly requested by this ITB; (c) involves collusion, consultation, communication, or agreement among respondents; (d) includes information the respondent knew or should have known was materially incorrect; or (e) does not comply with the terms, conditions, specifications, or performance requirements of this ITB.

- After the State opens the responses, no price changes shall be permitted except pursuant to target pricing or best and final offer negotiations as specified in this ITB.
• 3.8. Communications and Contacts. [T&C pg. 4]

Prospective respondents must direct communications concerning this ITB to the following person designated as the Solicitation Coordinator:

Ellen Lipinski
Department of General Services, CPO
312 Rosa L Parks Avenue, 3rd Floor Tennessee Tower
Nashville TN 37243-1102
615-741-1174
Ellen.Lipinski@tn.gov

Unauthorized contact about this ITB with employees or officials of the State of Tennessee except as detailed in this ITB may result in disqualification from consideration under this procurement process. Notwithstanding the foregoing, respondents may alternatively contact:
3.9. Responses Submitted by Mail. [T&C pg. 5]

If submitting a response by mail: (1) all prices must be typed or written in ink on the "Line Details" portion of this ITB; (2) any corrections, erasures, or other alterations to prices must be initialed by the respondent; and (3) the response shall be manually signed by the respondent in ink. Each individual response must be returned in a separate envelope package or container and must be properly labeled on the outside referencing the applicable event number and the response opening date. Responses should be mailed in a properly labeled sealed envelope to the following address:

Bidder Services
Department of General Services, CPO
312 Rosa L Parks Avenue, 3rd Floor Tennessee Tower
Nashville, TN 37243-1102.

Failure to comply with these requirements may result in rejection of the response.
3.11. **Respondent Certification. [T&C pg. 5]**

By signing or electronically submitting the response, the respondent agrees to the terms and conditions of this ITB and certifies that all goods or services included in the response meet or exceed the Scope or Specifications of this ITB. The respondent agrees that, if it is awarded a contract, it will deliver goods or services that meet or exceed the specifications in this ITB.
• **3.13. Specifications Govern.** [T&C pg. 5]
  - Brands or model numbers identified in the specifications of this ITB are deemed to meet all written specifications. In the event of a conflict between specified brands and models and the written specifications, the conflict shall be resolved in favor of the written specifications.

• **3.14. Firm Offer.** [T&C pg. 5]
  - The response constitutes a firm offer that is irrevocable for ninety (90) days. An award of a contract shall, subject to necessary State approvals, be binding on the respondent without any further action by the respondent.

• **3.19. Used Equipment.** [T&C pg. 6]
  - When this ITB authorizes offers of used items, no used item is acceptable if serial numbers or any other manufacturer's identifying label or markings have been removed, obliterated, or changed in any way.
3.20. **Tennessee Contractor License.** [T&C pg. 6]

- Respondents shall be properly licensed as of the date it files a response to this ITB and shall provide evidence of compliance with all applicable provisions of the Contractors Licensing Act of 1994, Tenn. Code Ann. § 62-6-101, et seq. in providing the specified information within this ITB. Any response that does not comply with Tenn. Code Ann. § 62-6-119, when applicable, shall be rejected.

3.21. **Purchase of Materials for Highways or Roadways.** [T&C pg. 6]

- Respondents must comply with Tenn. Code Ann. § 54-5-135 when purchasing materials used for highway or road construction, resurfacing, or maintenance.
4.2 Warranty Clauses. [T&C pg. 10]

**Warranty.** Contractor represents and warrants that the term of the warranty ("Warranty Period") shall be the greater of the Term of this Contract or any other warranty generally offered by Contractor, its suppliers, or manufacturers to customers of its goods or services. The goods or services provided under this Contract shall conform to the terms and conditions of this Contract throughout the Warranty Period. Any nonconformance of the goods or services to the terms and conditions of this Contract shall constitute a "Defect" and shall be considered "Defective." If Contractor receives notice of a Defect during the Warranty Period, then Contractor shall correct the Defect, at no additional charge. Contractor represents and warrants that the State is authorized to possess and use all equipment, materials, software, and deliverables provided under this Contract.

Contractor represents and warrants that all goods or services provided under this Contract shall be provided in a timely and professional manner, by qualified and skilled individuals, and in conformity with standards generally accepted in Contractor's industry.

If Contractor fails to provide the goods or services as warranted, then Contractor will re-provide the goods or services at no additional charge. If Contractor is unable or unwilling to re-provide the goods or services as warranted, then the State shall be entitled to recover the fees paid to Contractor for the Defective goods or services. Any exercise of the State's rights under this Section shall not prejudice the State's rights to seek any other remedies available under this Contract or applicable law.
• **5.1 Term of Contract. [T&C pg. 11]**
  – This Contract shall be effective on March 24, 2022 (“Effective Date”) and extend for a period of thirty-six (36) months after the Effective Date (“Term”). The State shall have no obligation for goods or services provided by the Contractor prior to the Effective Date. In no event, however, shall the maximum Term, including all renewals or extensions, exceed a total of seventy-two (72) months.

• **5.2 Renewal Options. [T&C pg. 11]**
  – This Contract may be renewed upon satisfactory completion of the Term. The State reserves the right to execute up to three (3) renewal options under the same terms and conditions, at the State's sole option. In no event, however, shall the maximum Term, including all renewals or extensions, exceed a total of seventy-two (72) months. No new equipment will be rented beyond the end of year five (5) from the resulting contract. The final year of the statewide contract will allow Authorized Users to complete existing rental terms.
6.1. **Estimated Liability.** [T&C pg. 11]

The total purchases of any goods or services under the Contract are not known. The State estimates the purchases during the Term shall be five million dollars ($5,000,000) ("Estimated Liability"). This Contract does not grant the Contractor any exclusive rights. The State does not guarantee that it will buy any minimum quantity of goods or services under this Contract. Subject to the terms and conditions of this Contract, the Contractor will only be paid for goods or services provided under this Contract after a purchase order is issued to Contractor by the State or as otherwise specified by this Contract.
6.2. Price Changes. [T&C pg. 11]

Prices identified in the Contract, whether derived from an awarded published catalog, price list, price schedule, or other mutually agreed upon source, shall remain firm for three hundred sixty-five (365) days ("Firm Price Period").

a) Price Decreases. After the Firm Price Period, prices shall be equitably adjusted to reflect a decrease in Contractor's costs.

b) Price Increases. After the Firm Price Period, Contractor may request price increases. The request shall: include independently verifiable documentation that supports Contractor's request for a price increase; not constitute an increase in Contractor profit; and reflect a price increase that is applicable to all of Contractor's customers.

c) Approval of Price Changes. The State may at its sole option: (1) grant the Contractor's request; (2) cancel the Contract and award it to the next apparent best evaluated Respondent; (3) cancel the Contract and reissue the solicitation; or (4) deny the Contractor's request. If approved, any price changes of less than seven percent (7%) will become effective upon the State's approval in writing. Price changes exceeding seven percent (7%) shall require a Contract amendment. The Contractor shall honor all purchase orders dated prior to the approved price change. Upon request from the State, the Contractor shall furnish the approved catalog, price schedule or price list as applicable to the State at no charge.
• **6.4. Invoice Requirements. [T&C pg. 12]**
  - The Contractor shall invoice the State only for goods delivered and accepted by the State or services satisfactorily provided at the amounts stipulated in this Contract. Contractor shall submit invoices and necessary supporting documentation to the State Agency that requested goods or services no later than thirty (30) days after goods or services have been provided.

• **7.2. Minimum Order. [T&C pg. 13]**
  - The minimum order under this Contract is a one (1) week rental term.

• **7.4. Delivery. [T&C pg. 14]**
  - Contractor shall provide all goods or services as required and described in this Contract and shall meet all service and delivery timelines specified in this Contract. Contractor shall provide goods or services required under this Contract within five (5) days after receipt of a purchase order unless a different delivery time is mutually agreed to by the Authorized User and Contractor.
• **7.9. Termination for Convenience [T&C pg. 15]**
  - The State may terminate this Contract for convenience without cause and for any reason. The State shall give the Contractor at least thirty (30) days written notice before the termination date. The Contractor shall be entitled to compensation for all conforming goods delivered and accepted by the State or for satisfactory, authorized services completed as of the termination date. In no event shall the State be liable to the Contractor for compensation for any goods neither requested nor accepted by the State or for any services neither requested by the State nor satisfactorily performed by the Contractor. In no event shall the State's exercise of its right to terminate this Contract for convenience relieve the Contractor of any liability to the State for any damages or claims arising under this Contract.

• **7.10. Termination for Cause [T&C pg. 15]**
  - If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor materially violates any terms of this Contract ("Breach Condition"), the State shall have the right to immediately terminate the Contract and withhold payments in excess of compensation for completed services or provided goods. Notwithstanding the above, the contractor shall not be relieved of liability to the State for damages sustained by virtue of any Breach Condition and the State may seek other remedies allowed at law or in equity for breach of this Contract.
Terms and Conditions

7.25. Statewide Contract Reports [T&C pg. 19]
- All reports shall be submitted electronically in Microsoft Excel format. Reports shall include the ability to sort or summarize data in accordance with the Contract Administrator's specifications. All reports shall be provided at no additional cost to the State.
  - (a) Quarterly Reports
  - (b) Diversity Business and Subcontractor Usage Reports
  - (c) Custom Reports

7.28. TN Dept of Revenue Registration [T&C pg. 20]
- 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.
7.38. **Insurance Requirements** [T&Cs pg. 22 - 25]

- Contractor shall provide the State a certificate of insurance ("COI") evidencing the coverages and amounts specified below. The COI shall be provided ten (10) business days prior to the Effective Date and again upon renewal or replacement of coverages.

- Contractor agrees to name the State as an additional insured on any insurance policy with the exception of workers’ compensation (employer liability) and professional liability (errors and omissions) insurance.

- The deductible and any premiums are the Contractor's sole responsibility. Any deductible over fifty thousand dollars ($50,000) must be approved by the State. The approval by the State will not be unreasonably withheld. The Contractor agrees that the insurance requirements specified in this Section do not reduce any liability the Contractor has assumed under this Contract including any indemnification or hold harmless requirements.
7.38. Insurance Requirements [T&Cs pg. 22 - 25]

- Workers’ Compensation/Employer Liability Insurance – $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

- Commercial General Liability Insurance – $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

- Automobile Liability Insurance (7.38.4): $1,000,000 per occurrence

- Product Liability Insurance (7.38.5): Given the unique nature of liability relative to the 22’ boom mower and the tractor with flex-wing mower found in the specifications document (Specifications section D.c.II & D.c.III.vi). Contractor(s) awarded the tractor category must provide a certificate of insurance (“COI”) evidencing the coverage and amount specified herein. The COI must show insurance coverage that shall cover liability arising from property damage, premises damage, and bodily injury sustained from the use of the mowing equipment in an amount of not less than twenty-five million dollars ($25,000,000) per occurrence for the product subject to its bid.
8.5. **Additional Lines, Items or Options.** [T&Cs pg. 26]

- At its sole discretion, the State may make written requests to the Contractor to add lines, items, or options that are needed and within the Scope but were not included in the original Contract. Such lines, items, or options will be added to the Contract through a Memorandum of Understanding ("MOU"), not an amendment.
8.9. **Extraneous Terms and Conditions.** [T&Cs pg. 27]

- Contractor shall fill all orders submitted by the State under this Contract. No purchase order, invoice, or other documents associated with any sales, orders, or supply of any good or service under this Contract shall contain any terms or conditions other than as set forth in the Contract. Any such extraneous terms and conditions shall be void, invalid, and unenforceable against the State. Any refusal by Contractor to supply any goods or services under this Contract conditioned on the State submitting to any extraneous terms and conditions shall be a material breach of the Contract and constitute an act of bad faith by Contractor.
8.19. Catalog Updates. [T&Cs pg. 31]

- Contractor may request updates to their awarded Equipment Rental category catalog(s) for product additions, deletions, substitutions, and price changes in accordance with Section 7.1 and Section 6.2 of the Terms and Conditions.
8.20. State Insurance Program. [T&Cs pg. 31]

The State of Tennessee self-insures its exposures in general liability, automobile liability, professional malpractice, and workers’ compensation.

a) The limits for general liability, professional malpractice, and automobile liability are three hundred thousand dollars ($300,000) per person and one million dollars ($1,000,000) per occurrence.


Copies of the statutes that authorize actions against the State of Tennessee, establish the State’s limit of liability, and authorize self-insurance through the Risk Management Fund, are set forth in Tenn. Code Ann. § 9-8-101 et seq.

Persons wishing to file a claim for damages against the State of Tennessee arising from an act or omission of the State or its employees should file a claim with the State Treasury Department, Division of Risk Management and Claims Administration, 15th Floor, Andrew Jackson State Office Building, 502 Deaderick Street, Nashville, Tennessee 37243-0202. A copy of the State of Tennessee’s Certificate of Self-Insurance may be obtained at https://treasury.tn.gov/Services/Claims-and-Risk-Management/Risk-Management or is available upon request.
Specifications

- Respondents should review all Specifications
- A brief overview of the Specifications will be covered today. It is the Respondent’s responsibility to review all Specifications.

**Sections of the Specifications:**
- Section A – Scope of Contract Pg. 1
- Section B – Definitions Pg. 1
- Section C – Rental Specifications Pg. 1
- Section D – Equipment Specifications. 3
A. **Scope of Work [pg. 1]**

The purpose of this Statewide Contract (“SWC”) is to provide equipment rental services for the State of Tennessee (“State”). Equipment rental services includes broad categories of equipment and specific equipment within each category. There are eighteen (18) categories of equipment included for rental. The Contractor(s) shall provide all goods or services required by this Contract to all Tennessee State Agencies and shall also make this Contract available to all Authorized Users, as defined in the Terms and Conditions. Contractor(s) agrees to extend this Contract to Authorized Users.
• C.a. [pg. 1-2]
  – Unless otherwise stated, weekly rental rates are based on one (1) week of usage based on an eight (8) hour day and a forty (40) hour week. Monthly rental rates are based on one (1) month of usage based on an eight (8) hour day and a forty (40) hour week. One month is equal to four (4) weeks or one hundred sixty (160) hours of usage. If the Authorized User uses the equipment for more than 160 hours during the monthly rental term, Contractor will prorate the Authorized User’s additional use.
  – Contractor will receive a minimum of five (5) calendar days’ notice to deliver equipment to the Authorized User’s specified location after a purchase order or request is made. The specified equipment must be delivered within those five (5) days unless a different delivery time is mutually agreed to by the Authorized User and Contractor. If the specified equipment is unavailable for delivery within those five (5) days, then the Contractor shall provide an equivalent or larger unit at the same price. If Contractor initially delivers a larger piece of equipment than requested and then swaps it with the size originally requested, the Authorized User shall not incur any additional costs.
Specifications Section C: Rental Specifications

- **C.b. [pg. 2]**
  - Contractor is responsible for full delivery and pick-up, including but not limited to, acquiring required permits. The State will measure delivery and pick-up costs as combined into one lump sum per Category per Region or per Line per Region where applicable. Payment at the lump sum price bid shall be full compensation for all materials, fuel, labor, equipment, and incidentals to and from the site.

- **C.c. [pg. 2]**
  - Contractor shall not charge any additional fees such as an environmental fee.

- **C.d. [pg. 2]**
  - Contractor shall deliver the equipment in good working condition. Any equipment not delivered in good working condition shall be repaired or replaced in accordance with section e below.
Specifications Section C: Rental Specifications

- **C.e. [pg. 2]**
  - If an equipment breakdown occurs during the rental term, the Contractor is responsible for equipment repairs, cost, and rental rate adjustment for the Downtime. If equipment Downtime exceeds twenty-four (24) hours, the Contractor is responsible for providing operational equipment (“Replacement”) of equal or greater value at no additional expense to the State. Contractor shall replace equipment within forty-eight (48) hours. Contractor shall incur all transportation costs associated with providing the Replacement. The Contractor shall not charge the Authorized User for the Downtime.

- **C.f. [pg. 2]**
  - If an equipment breakdown occurs during the rental term, the Contractor will confirm with the Authorized User if they want to extend the rental by the same number of days the equipment is broken down at no additional cost or to prorate the cost of the rental to exclude the Downtime. It is the Contractor’s responsibility to coordinate the removal of the equipment with the Authorized User at a mutually agreeable time for equipment breakdowns that exceed Downtime of twenty-four (24) hours.
Specifications Section C: Rental Specifications

• C.g. [pg. 2]
  – Contractor shall not bill the Authorized User for costs of Normal Wear and Tear to rented property as determined by the discretion of the Authorized User. Any claims for damages, repairs, or replacements needed due to the State’s negligence will be filed against the State’s Insurance as referenced in Section 8.20. of the Terms and Conditions.

• C.h. [pg. 2]
  – Any Authorized User seeking to extend the rental term must notify the Contractor via email or purchase order at least a minimum of seven (7) calendar days prior to the initial end date of the rental term.
• **C.i. [pg. 2 – pg. 3]**
  – Authorized User shall notify the Contractor, in writing or by phone, when the equipment is ready for pick up. It is the Contractor’s responsibility to coordinate the removal or pick up of the equipment with the Authorized User at a mutually agreeable time. If Contractor is notified and mutually agrees to pick up equipment and pick up is delayed by the Contractor, the Authorized User shall not incur any additional costs.
Specifications Section C: Rental Specifications

• C.j. [pg. 3]
  - The Contractor shall have a two (2) hour maximum response time to respond to an Authorized User's call or email during Normal State Operating Hours, unless otherwise specified by the Authorized User. Response time is satisfied when the Contractor responds to the Authorized User either by email or telephone. Authorized Users may request specified means of contact. For equipment requests outside of the Normal State Operating Hours, the Contractor shall have an eight (8) hour maximum response time.
Specifications Section C: Rental Specifications

- C.k. [pg. 3]
  - Contractor must be a manufacturer’s authorized dealer or full-service rental company and must have parts and service facilities within its awarded region(s). Contractor must have available parts, services, specialized tools, and service vehicle. Contractor must supply documentation with bid that substantiates they are capable of providing parts and service within its awarded region(s).
C.I. [pg. 3]

- The Contractor shall be responsible for all routine maintenance unless Contractor and Authorized User mutually agree in writing to allow Authorized User to perform routine maintenance. Manufacturer’s standard warranty is the responsibility of the Contractor. Routine maintenance must be provided at no additional cost including parts and labor. Maintenance to be provided per manufacturer’s suggested maintenance schedule. The Authorized User must provide the appropriate usage data for equipment (i.e., number of hours, remaining battery life) to Contractor on a monthly basis for scheduling of routine maintenance.
Specifications Section C: Rental Specifications

• **C.m. [pg. 3]**
  - All equipment shall be delivered full of fuel and will be returned full of fuel. If the Authorized User fails to fill the fuel tank up to the same level that was present at delivery, the Contractor may charge their standard fuel charge plus the average retail cost of fuel for the Midwest region according to the United States Energy Information Administration (https://www.eia.gov/petroleum).

• **C.n. [pg. 3]**
  - The Contractor must have a dedicated emergency hotline to answer and provide equipment for declared states of emergency. Authorized User must identify emergency equipment requests as such in the call. Emergency equipment requests must be on site in twenty-four (24) hours, or otherwise mutually agreed upon time. A toll-free telephone number and an email address shall be provided to the CPO, and must be continuously answered/monitored seven (7) days a week and twenty-four (24) hours a day.
• C.o. [pg. 3]
  - The Contractor shall designate a contract manager for the contract. The contract manager will be a single point of contact for the CPO and be responsible for addressing broad contract issues and requests brought to them by the CPO. The contract manager should have the authority and competence to address and correct any issues related to the contract. The Contractor shall notify the CPO in writing within three (3) business days of assigning a new contract manager. Authorized Users must be able to reach out to each contact with questions including, but not limited to the following: billing, invoices, and services. The Contractor shall also designate an emergency contract manager for the contract in cases when an emergency job arises.
Specifications Section D: Equipment Specifications

- D.a. [pg. 3]
  - All rental property, unless otherwise specified, must be less than four (4) years old (from date of original manufacture) and have less than two thousand (2,000) hours of use to provide optimum performance, unless fewer hours of use specified for equipment detailed below. Refurbished equipment is not acceptable.
Specifications Section D: Equipment Specifications

• **D.b. Trench Safety & Shoring Equipment** [pg. 4 - pg. 5]
• Rental Term – Monthly or Twelve (12) months
• Equipment:
  – Adjustable Spreaders & Accessories
  – Aluminized Modular Shields & Accessories
  – Trench Boxes
  – Bedding & Rock Boxes
  – Road Crossing Plates
  – End Shores
  – Trench Safety and Shoring Catalog
Specifications Section D: Equipment Specifications

• **D.c. Tractors [pg. 5 - pg. 7]**

• Rental Term – Weekly, Monthly, or Twelve (12) months

• Equipment:
  – Tractor with Flex-wing Mower, Double Deck Required
  – 50 PTO HP
  – 70 PTO HP
  – 89 PTO HP
  – 89 PTO HP with loader
  – 89 PTO HP with boom mower
  – Tractor Catalog
  – Product Liability Insurance
Specifications Section D: Equipment Specifications

- **D.e. Mowers [pg. 7]**
  - Rental Term – Weekly, Monthly, or Twelve (12) months
  - Equipment:
    - Commercial Cab Boom Mower
    - Catalog

- **D.e. Attenuators [pg. 7 - pg. 8]**
  - Rental Term – Weekly, Monthly, or Twelve (12) months
  - Equipment:
    - Trailer Mounted Attenuator
    - Truck Mounted Attenuator
D.g. Portable Traffic Control Signals [pg. 8]

Rental Term – Weekly, Monthly, or Twelve (12) months

Equipment:

- Short-term usage – estimated fifty (50) hours battery life i.e. National Cooperative Highway Research Program (“NCHRP”) 350 Test Level 3 compliant
- Long-term usage – solar powered estimated thirty (30) days without recharging
- Portable Traffic Control Signals Catalog
  - The Portable Traffic Control Signals Catalog must contain the following add-ons:
    - Remote Monitoring System Add-on for short-term usage
    - Wireless remote add-on
    - Cabled remote add-on
    - Signal Change Vehicle Detection Capability
Specifications Section D: Equipment Specifications

• **D.h. Automatic Flagger Assistance Devices [pg. 8 - pg. 10]**

• Rental Term – Monthly or Twelve (12) months

• Equipment:
  – The AFAD shall include two signal trailers with red and yellow/amber signal lights, a gate arm, and wireless radio.
  – Accepted Brands/Models: Safety Technologies AF-54 AutoFlagger model, John Thomas Inc. Sentinel AFAD Trailer, and Synergy Technology AF100, or equal.
  – Owner’s Manual & Catalog Offerings
    • Contractor shall provide the owner’s manual with each AFAD rental.
    • Contractor shall offer a catalog of additional accessories, equipment, rental lengths, and related offerings, such as trainings, for the AFAD.
Specifications Section D: Equipment Specifications

• D.i. Earthmoving Equipment Track Mounted Excavators & Backhoes [pg. 10]
• Rental Term – Weekly, Monthly, or Twelve (12) months
• Equipment:
  – Excavator 1.09 YD (yard) minimum with bucket
  – Excavator 2.3 YD minimum
  – Excavator 3/4 YD minimum
  – Mini-Excavator
  – Grapples
  – Hammers
  – Backhoe
  – Catalog
D.j. Earthmoving Equipment Truck Mounted Excavators [pg. 10 - pg. 11]

- Rental Term – Weekly, Monthly, or Twelve (12) months
- Equipment:
  - Highway Speed Hydraulic Excavator; 32,000 lbs.
  - Highway Speed Hydraulic Excavator with automatic transmission
    - 49,000 lbs.
Specifications Section D: Equipment Specifications

D.k. Earthmoving Equipment - Loaders & Dozers [pg. 11 - pg. 12]

- Rental Term – Weekly, Monthly, or Twelve (12) months
- Equipment:
  - 2.5 YD
  - 3 YD
  - 4 YD
  - Compact Track Loader with land management package
  - Compact Track Loader
  - Skid Steer Loader
  - Dozer
  - Loader & Dozers Catalog
Specifications Section D: Equipment Specifications

- **D.I. Earth Moving Equipment - Graders [pg. 12]**
  - Rental Term – Weekly or Monthly
  - Equipment:
    - Motor Graders
    - Graders Catalog

- **D.m. Pavers [pg. 12]**
  - Rental Term - Weekly, monthly, or twelve (12) months
  - Equipment
    - Asphalt Paver
    - Pavers Catalog
Specifications Section D: Equipment Specifications

- **D.n. Pot-Hole Patcher [pg. 12 – pg. 13]**
  - Rental Term – Weekly, monthly, or twelve (12) months
  - Trailer Mounted with 250 GA Emulsion Tank

- **D.o. Aerial Work Platforms [pg. 13]**
  - Rental Term - Weekly, monthly, or twelve (12) months
  - Equipment
    - 40’ 4WD telescopic boom lift
    - 30’ manual lift
    - 26’ scissor lift
    - Aerial Work Platforms Catalog
Specifications Section D: Equipment Specifications

- **D.p. Culvert Cleaners** [pg. 13]
  - Rental Term – Weekly, monthly, or twelve (12) months
  - Equipment:
    - Trailer Mounted with 700 GA Water Tank
    - Mechanical Culvert Cleaner

- **D.q. Forklift & Material Handling** [pg. 13 – pg. 14]
  - Rental Term – Weekly, monthly, or twelve (12) months
  - Equipment:
    - Internal Combustion Forklifts
    - Electric Pallet Jack
    - Telehandler
    - Catalog
Specifications Section D: Equipment Specifications

• **D.r. Power, Lights, Climate Control, & Signage [pg. 14 - pg. 15]**
  - Rental Term – Weekly, monthly, or twelve (12) months
  - Equipment:
    • LED Mobile Light Tower
    • Generators
      – Towable Silenced Diesel
      – Diesel 70kVA
      – Diesel 130 kVA
      – Portable Generators 5600 Watts
      – Portable Generators 9700 Watts
    • Three Line Message and Full Matrix Signs
    • Medical Grade Air Scrubber
    • Catalog
Specifications Section D: Equipment Specifications

• D.s. Pumps [pg. 15 – pg. 16]
  – Rental Term – Weekly or Monthly
  – Dry-Prime Pump
  – Self-Priming
  – Equipment:
    • 6” x 4”
    • 6” x 6”
    • 8” x 8”
    • 12” x 12”
    • 30” x 30”
  – Pumps Catalog
Specifications Section D: Equipment Specifications

• D.t. Barricades & Fencing [pg. 16]
  – Rental Term – Weekly or Monthly
  – Equipment:
    • Water-Filled Barricades
    • A-Frame Fencing
    • Lightweight Steel Barricades
    • Catalog
Bid Factors

• Bid Factors / Bid Questions must be completed in Edison when submitting a Response. The following are a sample of those included in the event:

  – Diversity Business Form
  – Revenue Registration
  – Iran Divestment Act
  – Acceptance of P-Card
  – Open to Local Users
  – Evaluation Model
  – Catalog
  – Region Locations
RFI Attachments Overview

- Contract Documents
  - Terms and Conditions
  - Specifications
  - Evaluation Model
  - Helpful Supplier Information
  - TDOT Region Map
Evaluation Model Overview

- SWC 201 Evaluation Model
We request feedback on your procurement experience with the State of Tennessee.

You will be provided information on how to complete the survey through surveymonkey.com via the event.

Please take a few moments to complete this survey so we can improve our processes.

https://www.surveymonkey.com/r/stateoftncpocustomer

Note that your responses will remain anonymous, and will have NO bearing or consideration in the awarding of this procurement.
Questions

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Questions & Comments Deadline:
Friday, December 3, 2021 by 4:30pm