
REQUEST FOR QUALIFICATIONS

Best Value Procurement Option One

For the Project Titled:

**Indefinite Delivery/Indefinite Quantity
Construction Contractors
(Middle Grand Division)
SBC Project No.: 529/000-02-2018**

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Release Date: February 26, 2018

1. INTRODUCTION

1.1. State of Procurement Purpose

State of Tennessee Real Estate Asset Management ("STREAM"), an entity of the State of Tennessee, (the "State") desires to establish a pool of qualified general construction contractors (the "Qualified Pool") eligible to bid on certain construction projects to allow STREAM to more quickly contract with qualified contractors for construction services on such projects. This construction delivery method (the "IDIQ Delivery Method") will follow a "best value" construction contractor procurement model, with the qualifications portion of the procurement being evaluated pursuant to this Request for Qualifications ("RFQ") and the bidding portion occurring on a project by project basis after approval by the State Building Commission (the "SBC") of the use of the IDIQ Delivery Method on a specific project.

The opportunity to bid on specific projects approved for the IDIQ Delivery Method will be provided to all contractors in the Qualified Pool. The lowest bidding contractor from the Qualified Pool will be awarded a contract for the work (refer to RFQ Attachment 6.5.).

STREAM desires that the Qualified Pool contain at least 10 construction contractors, but no more than 15 construction contractors. Contractors selected for the Qualified Pool pursuant to this RFQ will remain in the Qualified Pool for a period of 2 years, subject to the terms of the Pro Forma (See RFQ Attachment 6.5.). STREAM anticipates requesting approval of the SBC to utilize the IDIQ Delivery Method with bidding limited to the Qualified Pool on projects with the following characteristics: total project cost of less than \$500,000; projects that are typically handled by general contractors and not specialty contractors such as roofing contractors; and projects in the Middle Grand Division of the State. It is anticipated that projects having a cumulative total cost of \$13 million per year will be awarded to construction contractors in the three statewide qualified pools.

This RFQ defines STREAM's minimum service requirements, details response requirements, and outlines the STREAM's process for evaluating responses and selecting contractors for the Qualified Pool. Through this RFQ, the Procuring Entity seeks to give ALL qualified businesses, including those that are owned by minorities, women, Tennessee service-disabled veterans, and small business enterprises, opportunity to do business with the State as contractors.

1.2. Respondent Expectations and Procurement Objectives

Respondents to this RFQ must have the following qualifications:

1. General Contractor's License with a minimum BC-B Classification and an Unlimited Monetary Limit;
2. Experience with new construction, renovation and maintenance projects having characteristics similar to those that are anticipated to be approved for construction utilizing the IDIQ Delivery Method;
3. Ability to provide sufficient resources to actively participate in the Qualified Pool;
4. An ability to self-perform at least 15% of all work awarded pursuant to the process set forth in this RFQ.
5. Have an office in the Middle Grand Division area of Tennessee, out of which the contractor's team would operate.

As contractors selected for the Qualified Pool are expected to be able to provide construction services on multiple projects of differing types in a timely manner, Respondents should be able to demonstrate:

1. A proven track record of providing construction services with projects being delivered on schedule;
2. A proven track record of successfully managing subcontractors; and
3. An ability to manage multiple projects simultaneously.

It is the express desire of the State to include an emphasis on diversity in its contractual relationships with contractors for the construction, demolition, or renovation of State projects under the jurisdiction of the Commission. The State acknowledges that firms who demonstrate and embrace diversity within their programs and policies are assisting the State in achieving its goals in building a more reflective marketplace of the community within this State. Thus, it will be a requirement of the successful Proposers that they report to the State on the Report of Subcontractors and Suppliers (CSI Section No. 01 78 88), the names and amounts of contracts entered into with diversity owned businesses in order for the State to collect data on such participation.

1.3. Nondiscrimination

No person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of a contract pursuant to this solicitation or in the employment practices of the Vendor on the grounds of handicap or disability, age, race, color, religion (subject to *Tennessee Code Annotated*, Sections 4-21-401 and 405), sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Respondent pursuant to this solicitation shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

1.4. RFQ Communications

- 1.4.1. The State has assigned the following RFQ identification number that shall be referenced in all communications regarding this RFQ:

SBC PROJECT No.: 529/000-02-2018

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

- 1.4.2.1. Any entity or individual responding or intending to respond to this RFQ ("Respondent") shall direct communications concerning this RFQ to the following person designated as the Solicitation Coordinator:

Nickie Smith, Solicitation Coordinator
Department of General Services
Central Procurement Office, 3rd Floor
William R. Snodgrass Tennessee Tower

312 Rosa L. Parks Avenue
Nashville, TN 37243
Phone: (615) 532-7475
Email: Nickie.Smith@tn.gov

1.4.2.2. Notwithstanding the foregoing, prospective Respondents may alternatively contact:

- a. 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 RFQ (visit www.tn.gov/businessopp/ for contact information); and:
- b. The DGS Safety and Compliance Manager, Daphne Hall, who is the 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.

1.4.3. Only the State's official, written responses and communications with Respondents are binding with regard to this RFQ. Oral communications between a State official and one or more Respondents are unofficial and non-binding.

1.4.4. Potential Respondents shall 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 RFQ Section 2, Schedule of Events.

1.4.5. Respondents shall 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.

1.4.6. The State will convey all official responses and communications related to this RFQ to the prospective Respondents from whom the State has received a Notice of Intent to Respond (refer to RFQ Section 1.8.).

1.4.7. The State reserves the right to determine, at its sole discretion, the method of conveying official, written responses and communications related to this RFQ. 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-/contractors/requests-for-qualification--rfqs-.html>

1.4.8. 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 RFQ. The State's official, written responses will constitute an amendment of this RFQ.

- 1.4.9. Any data or factual information provided by the State (in this RFQ, an RFQ amendment, or any other communication relating to this RFQ) 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.

1.5. Assistance to Respondents with a Handicap or Disability

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

1.6. Respondent Required Review & Waiver of Objections

- 1.6.1. Each prospective Respondent shall carefully review this RFQ, including but not limited to, attachments, amendments, questions, comments, defects, objections, or any other matter requiring clarification or correction (collectively called "Questions and Comments").
- 1.6.2. Any prospective Respondent having Questions and Comments concerning this RFQ shall provide them in writing to the State no later than the written Questions & Comments Deadline detailed in the RFQ Section 2, Schedule of Events.
- 1.6.3. Protests based on any objection to the RFQ 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.

1.7. Pre-Response Conference

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

The conference will be held at:

William R. Snodgrass Tennessee Tower,
Conference Room D
3rd Floor, 312 Rosa L. Parks Avenue
Nashville, TN 37243

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

official response to questions to potential Respondents as indicated in Section 1.4.6. and on the date detailed in the RFQ Section 2, Schedule of Events.

Attendees should allow sufficient time to locate vehicle parking, and to obtain a visitor's badge at the security station. Each visitor shall present proper photo identification, such as a valid driver's license.

1.8. Notice of Intent to Respond

Before the Notice of Intent to Respond Deadline detailed in RFQ Section 2, Schedule of Events, potential 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; and,
- 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 making a proposal; however, it is necessary to ensure receipt of any RFQ amendments or other notices and communications relating to this RFQ.

1.9. Response Deadline

A Respondent shall ensure that the State receives a response no later than the Response Deadline time and date detailed in the RFQ Section 2, Schedule of Events. A response shall respond, as required, to this RFQ (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 Response 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. RFQ SCHEDULE OF EVENTS

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

EVENT	TIME (central time zone)	DATE (all dates are State business days)
1. RFQ Issued		February 26, 2018
2. Disability Accommodation Request Deadline		March 2, 2018
3. Pre-Response Conference	2:00 PM CT	March 13, 2018
4. Notice of Intent to Respond Deadline		March 14, 2018
5. Written "Questions & Comments" Deadline	2:00 PM CT	March 20, 2018
6. State Response to Written "Questions & Comments"		March 26, 2018
7. Response Deadline	2:00 PM CT	April 3, 2018
8. State Completion of Technical Submittal Evaluations		April 10, 2018
9. State Notice of Intent to Award Released <u>and</u> RFP Files Opened for Public Inspection		April 13, 2018
10. Approval of Qualified Pool by the Executive Subcommittee of the State Building Commission (ESC) Sought		April 23, 2018
11. State sends Contracts to Contractors for signature		April 23, 2018
12. Contract Execution Deadline		April 30, 2018

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

3. RESPONSE REQUIREMENTS

3.1. Response Contents: A response to this RFQ should address the following:

3.1.1. **Phase I**

Mandatory Requirements: RFQ Attachment 6.2, Section A, details the mandatory technical, functional, and experience requirements that shall be demonstrated in the response to this RFQ in order to be moved on to Phase II of the Technical Response evaluation. A Respondent shall duplicate and use RFQ Attachment 6.2, Section A as a guide to organize responses for the Mandatory Requirements of the RFQ response. The Respondent should insert the page location of their response in the indicated first column of the RFQ Attachment 6.2, Section A. RFQ Attachment 6.2, Section A, is the State's sole means to evaluate as to whether or not a Respondent meets mandatory qualifications (Phase I).

3.1.2. **Phase II**

General Qualifications & Experience: RFQ Attachment 6.2 Section B is included in the State's evaluation of Phase II of the Technical Response Evaluation, and it details general information and qualifications that shall be demonstrated in the response to this RFQ. A Respondent shall duplicate and use RFQ Attachment B as a guide to organize responses for this portion of the RFQ response. The Respondent should insert the page location of their response in the indicated first column of the RFQ Attachment 6.2, Section B. The response should be economically prepared, with emphasis on completeness and clarity. A response, as well as any reference material presented, shall be written in English and shall be written on standard 8 ½" x 11" pages (although oversize exhibits are permissible). All response pages shall be numbered. All information shall 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.

Technical Qualifications, Experience & Approach: RFQ Attachment 6.2, Section C is also included in the State's evaluation of Phase II of the Technical Response Evaluation and it details technical qualifications, experience, and approach items that shall be demonstrated in the response to this RFQ. A Respondent shall duplicate and use RFQ Attachment 6.2, Section C as a guide to organize responses for this portion of the RFQ response. The Respondent should reference the page location of their response in the indicated first column of the RFQ Attachment 6.2, Section C. A response, as well as any reference material presented, shall be written in English and shall be written on standard 8 ½" x 11" pages (although oversize exhibits are permissible). All response pages shall be numbered. Any information not meeting these criteria will be deemed extraneous and will not contribute to evaluations.

3.2. Non-Responsive:

The State may determine a response to be non-responsive and reject it if:

- a. The Respondent fails to organize and properly reference the Proposal as required by the RFQ and RFQ Attachment 6.2, or;
- b. The Respondent's document does not appropriately respond to, address, or meet all of the requirements and proposal items detailed in RFQ Attachment 6.2.

3.3. Response Delivery

A Respondent shall ensure that the State receives a Response to this RFQ no later than the Response Deadline time and dates detailed in the RFQ Section 2, Schedule of Events. All responses shall be delivered to:

Nickie Smith, RFQ Coordinator
Department of General Services
William R. Snodgrass Tennessee Tower, 3rd Floor (Central Procurement Office)
312 Rosa L. Parks Avenue
Nashville, Tennessee 37243
Telephone: (615) 532-7475

3.4. Response Format

3.4.1. A Respondent shall ensure that the original response meets all form and content requirements detailed within this RFQ.

3.4.2. A Respondent shall submit responses as specified below:

3.4.2.1. (1) One paper original copy of the Technical Response labeled:

"RFQ SBC 529/000-02-2018 RESPONSE ORIGINAL"

AND

One (1) digital copy of the Technical Response document in "PDF" format properly recorded on its own otherwise blank, standard CD-R recordable disc or USB flash drive labeled:

"RFQ SBC 529/000-02-2018 RESPONSE ORIGINAL"

3.4.3. A Respondent shall seal, package, and label the documents and copies for delivery as follows.

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

"DO NOT OPEN... RFQ SBC 529/000-02-2018 TECHNICAL RESPONSE FROM [INSERT RESPONDENT LEGAL ENTITY NAME]"

3.4.3.2. The Response Package Cover Attachment (RFQ Attachment 6.3.a.) must be completely filled in with all pertinent information and affixed to the outermost container of the Technical Response.

3.5. **Response & Respondent Prohibitions:** A response to this RFQ should not:

- 3.5.1. A Respondent shall not include the Respondent's own contract terms and conditions. If a response contains such terms and conditions, the State, at its sole discretion, may determine the proposal to be a non-responsive counter offer and reject it.
- 3.5.2. A Respondent shall not restrict the rights of the State or otherwise qualify offer to deliver services as required by this RFQ. The State, at its sole discretion, may determine the proposal to be a non-responsive counteroffer and reject it.
- 3.5.3. A Respondent shall not propose alternate services (*i.e.*, offer services different from those requested and required by this RFQ). The State may consider a proposal of alternate services to be non-responsive and reject it.
- 3.5.4. A Respondent shall not provide, for consideration in this RFQ process or subsequent contract negotiations, incorrect 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 may deem the Respondent's proposal non-responsive and reject it.
- 3.5.5. A Respondent shall not submit more than one Proposal in response to this RFQ. If a Respondent submits more than one Proposal, the State may deem all of the proposals non-responsive and reject them.
- 3.5.6. A Respondent shall not submit a Proposal as a prime contractor while also permitting one or more other Respondents to offer the Respondent as a subcontractor in their own Proposals. Such may result in the disqualification of all Respondents knowingly involved. This restriction does not, however, prohibit different Respondents from offering the same subcontractor as a part of their proposals (provided that the subcontractor does not also submit a proposal as a prime contractor).
- 3.5.7. A Respondent shall not be (and the State will not award a contract to):
- a. an individual who is, or within the past six months has been, an employee of the State of Tennessee or who is a volunteer member of a State board or commission that votes for, lets out, overlooks, or any manner superintends the services being procured in this RFQ;
 - b. a company, corporation, or any other contracting entity in which an ownership of two percent (2%) or more is held by an individual who is, or within the past six months has been, an employee of the State of Tennessee (this will not apply either to financial interests that have been placed into a "blind trust" arrangement pursuant to which the employee does not have knowledge of the retention or disposition of such interests or to the ownership of publicly traded stocks or bonds where such ownership constitutes less than 2% of the total outstanding amount of the stocks or bonds of the issuing entity);
 - c. a company, corporation, or any other contracting entity which employs an individual who is, or within the past six months has been, an employee of the State of Tennessee in a position that would allow the direct or indirect use or disclosure of information, which was obtained through or in connection with his or her

employment and not made available to the general public, for the purpose of furthering the private interest or personal profit of any person; or,

- d. any individual, company, or other entity involved in assisting the State in the development, formulation, or drafting of this RFQ or its scope of services (such person or entity being deemed by the State as having information that would afford an unfair advantage over other Respondents).

For the purposes of applying the requirements of this RFQ subsection 3.5.7., the State will deem an individual to be an employee of the State of Tennessee until such time as all compensation for salary, termination pay, and annual leave has been paid, but the term "employee of the State of Tennessee" shall not include individuals performing volunteer services for the State of Tennessee.

3.6. Conflict of Interest

3.6.1. This RFQ is also subject to *Tennessee Code Annotated*, Section 12-4-101.

3.6.2. This RFQ is also subject to State Building Commission Policy and Procedure 12.02, and the duties and obligations of the State are subject to Policy 12.02.

3.7. Response Errors & Revisions

A Respondent is responsible for any and all errors or omissions in its response to this RFQ. A Respondent will not be allowed to alter or revise its response after the Response Deadline time and date as detailed in RFQ Section 2, Schedule of Events, unless such is formally requested in writing by the State (e.g., through a request for clarification, etc.).

3.8. Response Withdrawal

A Respondent may withdraw a response at any time before the Response Deadline time and date as detailed in RFQ Section 2, Schedule of Events, by submitting a written signed request by an authorized representative of the Respondent. After withdrawing a response, a Respondent may submit another Response at any time before the Response Deadline time and date as detailed in RFQ Section 2, Schedule of Events.

3.9. Response Preparation Costs

The State will not pay any costs associated with the preparation, submittal, or presentation of any response. Each Respondent is solely responsible for the costs it incurs in responding to this RFQ.

4. GENERAL CONTRACTING INFORMATION & REQUIREMENTS

4.1. RFQ Amendment

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

4.2. RFQ Cancellation

The State reserves the right, at its sole discretion, to cancel the RFQ or to cancel and reissue this RFQ 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 RFQ. Notwithstanding the foregoing, the State reserves the right to waive, at its sole discretion, minor variances from full compliance with this RFQ. If the State waives variances in a response, such waiver shall not modify the RFQ requirements or excuse the Respondent from full compliance, and the State may hold any Respondent to strict compliance with this RFQ.

4.4. Assignment & Subcontracting

- 4.4.1. The Respondent may not subcontract, transfer, or assign any portion of the Contract awarded as a result of this RFQ without prior approval of the State. The State reserves the right to refuse approval, at its sole discretion, of any subcontract, transfer, or assignment.
- 4.4.2. If a Respondent intends to use subcontractors, the response to this RFQ must specifically identify the scope and portions of the work each subcontractor will perform (refer to RFQ Attachment 6.2., Section B, General Qualifications & Experience).
- 4.4.3. Subcontractors identified within a response to this RFQ will be deemed as approved by the State unless the State expressly disapproves one or more of the proposed subcontractors prior to signing the Contract.
- 4.4.4. After contract award, a Respondent may only substitute an approved subcontractor at the discretion of the State and with the State's prior, written approval.
- 4.4.5. Notwithstanding any State approval relating to subcontracts, the Contractor who is awarded a contract pursuant to this RFQ will be the prime contractor and will be responsible for all work under the Contract.

4.5. Insurance

The State will require the apparent successful Respondent to provide proof of insurance coverage as required by the State's Designers' Manual (Conditions of the Contract), before entering into a contract. Any insurance required by the State shall be in form and substance acceptable to the State.

In order to qualify for this RFQ, the Respondent must provide a Certificate of Insurance (ACORD) stating the Respondent's capability to provide insurance in the amounts listed below. The Certificate shall also identify the Producer, the Carrier(s), the Insured, policy numbers, effective date and expiration date, job identification, and Certificate Holder.

General Liability (Commercial General Liability) – BI & PD Combined:

General Aggregate: \$2,000,000

Each Occurrence: \$1,000,000

Automobile Liability – BI & PD Combined:

Combined Single Limit: \$500,000

Workers Compensation and Employers' Liability:

Each Accident: \$100,000

Disease-Policy Limit: \$500,000

Disease-Each Employee: \$100,000

Builder's Risk to confirm coverage for a maximum of \$500,000 for a single project.

4.6. Professional Licensure and Department of Revenue Registration

- 4.6.1. Respondents 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 a Respondent whose proposal is in conflict with the State of Tennessee licensing law.
- 4.6.2. A Respondent shall be a licensed Contractor in the State of Tennessee. Appropriate Tennessee Contractor License(s) are required, and demonstration of current licensure in the State of Tennessee is a mandatory part of the proposal submission. The Contractor shall maintain licensure during the period of this Contract, and shall notify the State of any changes in licensure.
- 4.6.3. Before the response to this RFQ is submitted, the apparent successful Respondent (and Respondent employees and subcontractors, as applicable), shall hold all necessary, appropriate business and professional licenses to provide service as required. The State may require any Respondent to submit evidence of proper licensure.
- 4.6.4. Respondent shall complete the Response Package Cover Sheet, RFQ Attachment 6.3.a., which is to be affixed to the outermost container of the response package. The dollar limit on the license shall be sufficient to support the participation requirements for this Project.
- 4.6.5. Before the Contract resulting from this RFQ is signed, the apparent successful Respondent shall 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 RFQ 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 responses 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 the responses are opened.
- 4.7.3. Upon completion of response evaluations, indicated by public release of Evaluation Notice, 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. The State shall not be liable for payment of any type associated with the Contract and shall not be responsible for any work done by the Contractor, even work done in good faith and even if the Contractor is orally directed to proceed with the delivery of services, if it occurs before the Contract start date or after the Contract end date.
- 4.8.2. All payments relating to this procurement will be made in accordance with the Payment Terms and Conditions of the Contract.
- 4.8.3. If any provision of the Contract provides direct funding or reimbursement for the competitive purchase of services or items to be delivered to the State as a component of contract performance or otherwise provides for the reimbursement of specified, actual costs, the State will employ all reasonable means and will require all such documentation that it deems necessary to ensure that such purchases were competitive and costs were reasonable, necessary, and actual. The Contractor shall provide reasonable assistance and access related to such review. Further, the State shall not remit, as funding or reimbursement pursuant to such Contract provisions, any amount(s) which it determines did not result from a reasonably competitive purchase or do not represent reasonable, necessary, and actual costs.

4.9. Severability

If any provision of this RFQ is declared by a court to be illegal or in conflict with any law, said decision will not affect the validity of the remaining RFQ terms and provisions, and the rights and

obligations of the State and Respondents will be construed and enforced as if the RFQ did not contain the particular provision held to be invalid.

4.10. Joint Ventures

Firms submitting Qualification Statements as a Joint Venture shall file a statement of partnership authority with the Tennessee Secretary of State's office containing the information required by Tenn. Code Ann. Section 61-1-303(a)(1).

If a Respondent intends to submit a Proposal as a joint venture, then the following requirements shall apply:

- a.** For the purposes of this RFQ, the State recognizes a joint venture as separate organizations or business entities that intend to combine professional or technical expertise and business experience, and to share contractual and project responsibilities in performance of a contract pursuant to this RFQ;
- b.** The joint venture shall be registered to do business in the State of Tennessee or each joint venture participant shall be registered to do business in Tennessee;
- c.** The joint venture shall meet the licensure requirements stated in this RFQ; or each joint venture participant shall meet the licensure requirements stated in this RFQ;
- d.** The joint venture shall have a monetary limitation on the license sufficient to support the preliminary estimated construction cost for this project or one of the joint venture participants shall have a monetary limitation sufficient to support the preliminary estimated construction cost for this project. Joint venture participants' monetary limits may not be combined to support the preliminary estimated construction cost for the project;
- e.** The joint venture shall meet the insurance requirements state in the RFQ or each joint venture participant shall meet the insurance requirements stated in this RFQ. A certificate of insurance must be submitted to provide proof of compliance with the insurance requirements; and
- f.** Each joint venture participant shall individually provide all documentation required for a review of financial responsibility and stability. A sub-contractor to a Respondent is not a joint venture participant.

5. PROCUREMENT PROCESS & CONTRACT AWARD

5.1. Evaluation Categories & Maximum Points

The evaluation process is designed to determine those responses having the highest total scores from Respondents deemed by the State to be responsive and responsible who offer 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 RFQ. “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 State will consider qualifications, experience and approach, in the evaluation of proposal. The maximum points that may be awarded for each of these categories are detailed below. Each category is weighted as follows and one hundred points is the maximum total number of points which may be awarded:

EVALUATION CATEGORY	MAXIMUM POINTS POSSIBLE
General Business Requirements Refer to RFQ Attachment 6.2., Section A	Pass/Fail
Qualifications & Experience Refer to RFQ Attachment 6.2., Section B	40
Project Approach Refer to RFQ Attachment 6.2., Sections C	60

- 5.1.1. The RFQ Coordinator and the Proposal Evaluation Team (consisting of three or more State employees), will use the RFQ Attachment 6.2., Technical Response & Evaluation Guide to manage the Technical Response Evaluation and maintain evaluation records.
- 5.1.2. The RFQ Coordinator will review each Mandatory Requirement (See RFQ Attachment 6.2., Technical Response & Evaluation Guide, Section A— Mandatory Requirements), to determine compliance. If the RFQ Coordinator determines that a response failed to meet one or more of the mandatory requirements, the RFQ 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 RFQ 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.
- 5.1.3. Proposal Evaluation Team members will independently evaluate each Technical Response (that is responsive to the RFQ), against the evaluation criteria in this RFQ, and will score each in accordance with RFQ Attachment 6.2. Section B and C, Technical Response & Evaluation Guide. For each response evaluated, the Solicitation Coordinator will calculate the average Proposal Evaluation Team member scores 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 Total Technical Score:

$$\left(\frac{\text{Score for Proposal Being Evaluated}}{\text{Highest Scoring Proposal}} \right) \times \text{Maximum Technical Points} = \text{Total Technical Score}$$

- 5.1.3. This competitive selection process will be used to establish the Qualified Pool. A response must attain a combined normalized minimum Total Technical Score of **seventy (70)** points for a Contractor to be eligible for the Qualified Pool.
- 5.1.4. The State reserves the right, at its sole discretion, to request clarification of response documents or to conduct clarification discussions with any or all Contractors responding to the RFQ. Any such clarification or discussion may be limited to specific sections of the responses identified by the State. The subject Contractor shall submit any resulting clarification in writing as may be required by the State.
- 5.1.5. The State reserves the right to receive an oral presentation from, or conduct interviews with, Contractors responding to the RFQ. Oral presentations and the number of firms interviewed are at the sole discretion of the State. Presentations or interviews will be scheduled by the State and included as a component of response documents.
- 5.1.6. STREAM desires that the Qualified Pool contain no more than 15 construction contractors. Upon completion of the evaluation of responses, the RFQ Coordinator shall rank order the Respondents who have achieved a Total Technical Score of seventy (70) points or higher, with the highest ranked Respondent at the top of the list. The top ranked Respondents from the list, up to a maximum of fifteen (15), will be selected for the Qualified Pool. In the event of a tie in the rankings that would result in more than fifteen (15) Respondents being eligible for the Qualified Pool, the names of such Respondents in a tie shall be put on paper and into a bowl with a blind draw of names by the Solicitation Coordinator until the maximum of fifteen (15) Respondents is established for the Qualified Pool. The evaluation of responses concludes with determination of the Contractors in the Qualified Pool in accordance with the above procedures.
- 5.1.7. The State will issue an Evaluation Notice to identify the apparently high scoring responses, Contractors eligible for inclusion in the Qualified Pool, on the date detailed in the RFQ Schedule of Events. The Evaluation Notice shall not create rights, interests, or claims of entitlements with any RFQ participant.
- 5.1.8. RFQ files will be available for public inspection as detailed in the RFQ Schedule of Events. The files remain open for public review from that date.

5.2. Protest Process

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

SBC Project No. 529/000-02-2018**STATEMENT OF CERTIFICATIONS AND ASSURANCES**

The Respondent shall sign and complete the Proposal Statement of Certifications and Assurances below as required, and it shall be included in the Technical Proposal (as required by RFQ Attachment 6.2., Technical Proposal & 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 RFQ.
2. The Respondent will provide all specified goods or services as required by the contract awarded pursuant to this RFQ.
3. The Respondent accepts and agrees to all terms and conditions set out in the contract awarded pursuant to this RFQ.
4. The Respondent acknowledges and agrees that a contract resulting from the RFQ shall incorporate, by reference, all Response responses as a part of the contract.
5. The Respondent will comply, as applicable, with:
 - (a) the laws of the State of Tennessee;
 - (b) the policies and procedures of the State Building Commission and the Office of the State Architect;
 - (c) Title VI of the federal Civil Rights Act of 1964;
 - (d) Title IX of the federal Education Amendments Act of 1972;
 - (e) the Equal Employment Opportunity Act and the regulations issued there under by the federal government; and,
 - (f) the Americans with Disabilities Act of 1990 and the regulations issued there under by the federal government.
6. To the best of the undersigned's knowledge, information or belief, the information detailed within the Response to the RFQ is accurate.
7. The Response submitted to the RFQ was independently prepared, without collusion, and under penalty of perjury.
8. No amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Respondent in connection with the request or any potential resulting contract.
9. The Response submitted in response to the RFQ shall remain valid for at least 120 days subsequent to the date of the Response opening and thereafter in accordance with any contract pursuant to the RFQ.
10. The Respondent affirms the following statement, as required by the Iran Divestment Act Tenn. Code Ann. § 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 signature below, the signatory certifies legal authority to bind the responding entity to the provisions of this RFQ and any contract awarded pursuant to it. The State may, at its sole discretion and at any time, require evidence documenting the signatory's authority to be personally bound or to legally bind the responding entity.

DO NOT SIGN THIS DOCUMENT IF YOU ARE NOT LEGALLY AUTHORIZED TO DO SO BY THE ENTITY RESPONDING TO THIS RFQ.

SIGNATURE & DATE:

PRINTED NAME & TITLE:

RESPONDENT LEGAL ENTITY NAME:

QUALIFICATIONS & EVALUATION GUIDE

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

The RFQ Coordinator will review the proposal to determine if the General Business Requirement Items are addressed as required and mark each with Yes (Y) or No (N). For each item that is not addressed as required, the Proposal Evaluation Team shall review the proposal and attach a written determination. In addition to the General Business Requirement Items, the RFQ Coordinator will review each proposal for compliance with all RFQ requirements.

RESPONDENT LEGAL ENTITY NAME:			
Proposal Page # (Respondent completes)	Item Ref.	Section A— Mandatory Requirements	State Use Only
			Responsive Y/N
		The response must be delivered to the State no later than the Technical Response Deadline specified in the RFQ Section 2, Schedule of Events.	
		The response shall not contain cost or pricing information of any type.	
		The response shall not contain any restrictions of the rights of the State or other qualification of the response.	
		A Respondent shall not submit alternate responses.	
		A Respondent shall not submit multiple responses in different forms (e.g. as a prime and a subcontractor).	
		Responsive to document layout details. Section and subsections partitioned with tabbed separation sheets. Tabs are labeled accordingly.	
	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.	<u>Statement of Certifications and Assurances:</u> Provide the Statement of Certifications and Assurances (RFQ Attachment 6.1.) completed and signed by an individual empowered to bind the Respondent to the provisions of this RFQ and any resulting contract. The document must be signed without exception or qualification.	

RESPONDENT LEGAL ENTITY NAME:			
Proposal Page # (Respondent completes)	Item Ref.	Section A— Mandatory Requirements	State Use Only
			Responsive Y/N
	A.3.	Response Package Cover Sheet: The outermost container displays licensing information (Refer to RFQ Attachment 6.3.a.).	
	A.4.	Insurance: Provide a Certificate of Insurance (ACORD) stating the Respondent's capability to provide insurance for this Project. Refer to RFQ Section 4.5.	
	A.5.	Builder's Risk: Provide an ACORD document from insurance agent to confirm coverage for maximum of \$500,000 for a single project. The policy shall be "All-Risk" Builder's Risk. OR Provide a letter from insurance agent to confirm coverage in the amount of this Project which will be provided if contract is awarded to Respondent. An Installation Floater Policy is not acceptable for the Builder's Risk Policy.	
	A.6.	Bonding: Provide a letter from an insurance/surety. The surety for any and all bonds must have a rating of "A" or better with the U.S. Treasury Department Agency. The letter from the surety company must include the Respondent's capability to provide bonding for a maximum of \$500,000 for a single project. The letter must include the Respondent's individual project and overall bonding capabilities and specify the Respondent's monetary bonding capacity.	
	A.7.	If you are responding as a Joint Venture, include a copy of your filed statement of partnership authority with the Tennessee Secretary of State's office in compliance with Tenn. Code Ann. § 61-1-30.	
	A.8.	Statement certifying that Respondent has: <ol style="list-style-type: none"> 1. Experience with new construction, renovation and maintenance projects having characteristics similar to those that are anticipated to be approved for construction utilizing the IDIQ Delivery Method; 2. Ability to provide sufficient resources to actively participate in the Qualified Pool; 3. An ability to self-perform at least 15% of all work awarded pursuant to the process set forth in this RFQ. 	

RESPONDENT LEGAL ENTITY NAME:			
Proposal Page # (Respondent completes)	Item Ref.	Section A— Mandatory Requirements	State Use Only
			Responsive Y/N
	A.9.	Provide the office address, which must be in the Middle Grand Division area of Tennessee, out of which the proposed contractor's team operates.	
<i>State Use – RFQ Coordinator Signature, Printed Name & Date:</i>			

End of Section A

QUALIFICATIONS & EVALUATION GUIDE

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

RESPONDENT LEGAL ENTITY NAME:		
Proposal 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 Owner 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 Owner 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 RFQ 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 RFQ. NOTE: All persons, agencies, firms, or other entities that provide legal opinions regarding the Respondent must be properly licensed to render such opinions. The Owner 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.
	B.5.	Provide a statement and any relevant details addressing whether the Respondent is any of the following: (a) is presently debarred, suspended, proposed for debarment, or voluntarily

RESPONDENT LEGAL ENTITY NAME:		
Proposal Page # (Respondent completes)	Item Ref.	Section B— General Qualifications & Experience Items
		<p>excluded from covered transactions by any federal or state department or agency;</p> <p>(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;</p> <p>(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.</p>
	B.6.	<p><u>Conflict of Interest:</u> 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 (e.g., 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.	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 RFQ, have been convicted of, pled guilty to, or pled <i>nolo contendere</i> to any felony. If so, include an explanation providing relevant details.
	B.8.	Provide a statement on the Respondent's experience at providing services (e.g., prior experience, training, certifications, staffing resources, program and quality management systems, available software, etc.). Statements should be able to demonstrate experience with all of the task types outlined in RFQ Section 1.
	B.9.	<p>Provide documentation of the Respondent's commitment to diversity as represented by the following:</p> <p>(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.</p> <p>(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</p>

RESPONDENT LEGAL ENTITY NAME:		
Proposal Page # (Respondent completes)	Item Ref.	Section B— General Qualifications & Experience Items
		<p>and small business enterprises. Please include the following information:</p> <ul 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. <p>(c) Estimated Participation: Provide an estimated level of participation by business enterprises owned by minorities, women, Tennessee service-disabled veterans, and small business enterprises if a contract is awarded to the Respondent pursuant to this RFQ. 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 DO NOT INCLUDE DOLLAR AMOUNTS); (ii) anticipated goods or services contract descriptions; (iii) names and ownership characteristics (<i>i.e.</i>, 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) Workforce. 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>
	B.10.	<p>Provide a personnel roster listing the names of the proposed project team and key people who the Respondent will assign to meet the requirements of this RFQ along with the estimated number of weekly hours that each individual will devote to that performance. Follow the personnel roster with a resume for each of the people listed detailing the individual's title, education, current position with the Respondent, and employment history. Provide the project organizational structure along with an organizational chart identifying the key personnel.</p>
	B.11.	<p>Provide no more than three detailed case studies including a completed Project Reference Form (RFQ Attachment 6.3.B.) for contracts of similar scope and complexity to the services sought by the State in this RFQ. The examples should include current (ongoing) or</p>

RESPONDENT LEGAL ENTITY NAME:		
Proposal Page # (Respondent completes)	Item Ref.	Section B— General Qualifications & Experience Items
		<p>completed contracts (within the past 5 years). List projects starting with the most recent and include the information as listed below for <u>each</u> project:</p> <ol style="list-style-type: none"> 1) Team's performance with an emphasis on adherence to schedule and budget. 2) Project name and location. 3) Brief description of scope. 4) Compensation structure. 5) Key personnel and their name, title, role on project 6) Client reference name, title, role on project, and contact information 7) Any challenges experienced and approach to overcoming those challenges
SCORE (for <u>all</u> Section B—Qualifications & Experience Items above): (maximum possible score = 40)		
State Use – Evaluator Identification:		

End of Section B

QUALIFICATIONS & EVALUATION GUIDE

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

RESPONDENT LEGAL ENTITY NAME:		
Proposal Page # (Respondent completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items
	C.1.	<p>Provide a narrative that illustrates how the Respondent will provide the services sought under this RFQ to ensure completion of the scope of services, and accomplish required objectives within the State’s schedule.</p> <p>Specifically describe the Proposer’s approach/procedures for the following items:</p> <ul style="list-style-type: none"> • management of resources across multiple, concurrent projects • maintaining Qualified Pool bidding participation requirements • project schedule development and maintenance, including recovery schedules as necessary • project document completion • subcontractor awards and oversight • closeout procedures including: <ul style="list-style-type: none"> ○ punch list development ○ operations and maintenance manuals ○ warranties ○ as- built <p>Explain the Proposer’s approach to ensuring that the operations and logistics are planned out for each project. In particular explain, in detail, the following items:</p> <ul style="list-style-type: none"> • Identification of individuals that are part of the team • Working hours • Project security • Risk assessments and plans for potential risks
	C.2.	<p>Describe how the State would benefit from your company’s services and expertise. Detail the Proposer’s special or unique capabilities, operating procedures, technology, programs, innovative solutions, etc., that would directly benefit the Owner. Identify programs that the Proposer will use. The response to this item should cover at least the following areas of the project:</p> <ul style="list-style-type: none"> • Scheduling; • Project management; • As-builts; • Reporting project status; and • Safety and Site Management including the services to be rendered and

RESPONDENT LEGAL ENTITY NAME:		
Proposal Page # (Respondent completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items
		<p>plans to be developed in connection with worker and occupant safety and site security.</p> <p>Please provide other information that you think the State should consider in evaluating this proposal.</p>
	C.3.	Describe the types of work you intend to self-perform and the types of work you intend to subcontract.
	C.4.	Describe how you plan on receiving competitive trade bid proposals for work to be performed by subcontractors? Please detail how Respondent's current procurement processes ensure competition among subcontractors and the best pricing and quality for clients.
	C.5.	Describe your quality assurance program and processes.
	C.6.	Describe your continuous improvement process, including how customer and team member feedback is received. Describe your customer satisfaction survey approach, if any, and how issues are elevated and addressed.
SCORE (for <u>all</u> Section C—Qualifications & Experience Items above): (maximum possible score = 60)		
State Use – Evaluator Identification:		
State Use – RFQ Coordinator Signature, Printed Name & Date:		

End of Section C

RESPONSE PACKAGE COVER SHEET

Best Value Procurement Option One
for

Indefinite Delivery/Indefinite Quantity Construction Contractors (Middle Grand Division)

SBC Project No.: 529/000-02-2018
Tennessee Contractor License Information

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

*Provide 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 _____

License expiration date _____ \$(_____)
Dollar Limit

Project Reference Form

Project #

Page 1 of 2

Utilize project reference forms with Section B, Qualifications and Experience, of the Qualifications and Evaluation Guide.

RESPONDENT NAME:	
Owner/Agency Name: _____	
Address: _____ City: _____ State: _____ Zip: _____	
Contact Person's Name: _____ Title: _____	
Phone: _____ E-Mail: _____	

Project Information:

Project Title:	
Owner's Project or Contract #:	
Project Location (City, State):	
Construction Start Date:	
Construction Completion Date:	
Project Square Footage (New):	
Project Square Footage (Renovation):	
Dollar Value of Construction: \$	
Project Executive:	
Project Manager:	
Other Key Personnel (Project Lead and Team Members):	
Third Party Commissioning Agent (if used):	
Sustainability Criteria (if used):	

Project Reference Form

Project #

Page 2 of 2

Utilize project reference forms with Section B, Qualifications and Experience, of the Qualifications and Evaluation Guide.

RESPONDENT NAME:	
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A. Provide a brief description of the project that includes the scope of the work and the services provided by your firm. Relate the work in this project to the scope and required services contained in the RFQ.

RFQ
SCORE SUMMARY MATRIX FORMAT

	Qualification & Experience Maximum 40 Points						Project Approach Maximum 60 Points						Q&E+PA Maximum 100 Points
Evaluator	1	2	3	4	5	Average	1	2	3	4	5	Average	Total Q&E+PA
Submitting Companies													
Contractor A													
Contractor B													
Contractor C													
Contractor D													
Contractor E													
Contractor F													

The Average of the scores of all evaluators for the Q&E+PA will be totaled, and then the raw scores will be normalized to give the highest raw score the maximum points. The formula is:

$$\left(\frac{\text{Respondent Average Score Total}}{\text{Highest Average Score Total}} \right) \times \text{Maximum Points} = \text{Total Points}$$

Calculations shall result in numbers rounded to two decimal places.

RFQ Coordinator

Date

**MASTER CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF GENERAL SERVICES
AND
CONTRACTOR NAME
TO
SBC PROJECT NUMBER 529/000-02-2018**

This Master 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 for the provision of construction services, 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**

BACKGROUND

The Owner has decided to utilize an indefinite delivery/indefinite quantity ("IDIQ") construction delivery methodology for certain projects approved by the State Building Commission ("SBC") to allow the Owner to more efficiently contract with qualified contractors. Contractor has been selected to be part of the "Qualified Pool" for projects meeting the following criteria: projects with a job site in Middle Grand Division (as defined in Section E.2) having a budget of up to \$500,000 per project (each a "Qualified Project"). The Owner shall have the right to maintain at least 10 contractors in the Qualified Pool, but under no circumstances shall more than 15 contractors be in the Qualified Pool at any one time.

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.
- a. For Qualified Projects where the SBC has approved the use of the IDIQ construction delivery method (each an "IDIQ Project"), Contractor, along with other contractors in the Qualified Pool, will be offered the opportunity to submit a bid to perform construction services for the IDIQ Project. The Owner will only accept bids from members of the Qualified Pool for IDIQ Projects.
 - b. The bidder submitting the lowest bid shall be awarded a contract for the IDIQ Project. Such contract shall be on the form attached hereto as Attachment A with the Owner's standard construction terms and conditions referenced therein (a "Construction Contract").
- A.2 The Owner reserves the right to, in its sole discretion, to utilize construction delivery methods other than the IDIQ for projects that meet the criteria of a Qualified Project. Any such action 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 grant any "exclusive" rights to the Contractor for any portion of the services that can be provided under this Contract. Decisions relating to allocations of work to a contractor by the Owner are final and cannot be appealed by the Contractor. In the event that the Contractor is in default under a Construction Contract, the Owner has the right to deny the Contractor the right to bid on IDIQ Projects until such default is cured to the reasonable satisfaction of the Owner.
- A.3. The Owner and the Contractor shall, every six (6) months during the term of the Contract, meet to

discuss their relationship under the Contract and also to review the bids received from the Contractor on IDIQ Projects offered to the Qualified Pool ("Contractor's Bid History"). If the Contractor, during the previous six (6) month period, (i) has not bid on any IDIQ Projects offered to the Qualified Pool or (ii) has not won work for any IDIQ Projects offered to the Qualified Pool, the Contractor shall provide, at such meeting, written assurances that the Contractor remains interested in pursuing work under this Contract and the parties shall discuss the Contractor's strategies for pursuing work under this Contract at such meeting. The Owner reserves the right to add a minimum bid requirement to the Contract in the event that there is limited competition for work offered to contractors in the Qualified Pool. The addition of a bid requirement to the Contract will be effectuated through an amendment to the Contract.

- A.4. Unless the Contractor is able to demonstrate to the reasonable satisfaction of the Owner, in Owner's sole discretion, that Contractor has the capacity to satisfactorily handle the additional work, Contractor shall not be awarded Construction Contracts for more than four (4) IDIQ Projects under this Contract at any one time.

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 ending on the date that is two (2) calendar years thereafter; provided that such date shall be extended so that termination shall occur on the last day of a month. 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.

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

- B.3. In Process Work Term Extension. The Owner reserves the right to extend this Contract for a period beginning at the end of the final term for the purpose of completing all Short Form Contract activities associated with any authorized Work initiated during the term(s) of this Contract.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. There are no funds associated with this Contract. The amount of work available for award to the Contractor under this Contract will be determined based on the Owner's need, SBC approval, and the amount of funding available from various funding sources. This Contract makes no guarantees, either stated or implied, about the demand for services from the State.

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 Construction 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.

- C.2. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel time, travel expenses, meals, or lodging.
- C.3. 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.4. Prerequisite Documentation. Promptly after the execution this Contract Contractor shall provide the following documents as indicated below.

- a. The Contractor shall complete, sign, and present to the State 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-accfin-swa>. Please follow the instructions at the top of the form regarding submission of the form. See Section 00 54 00, Agreement Form Supplements, of the Designers' Manual which can be found at <https://www.tn.gov/generalservices/real-estate/designers-consultants/designers--manual.html>
- b. The Contractor shall complete, sign, and present to the State 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. See Section 00 54 00, Agreement Form Supplements, of the Designers' Manual of the Designers' Manual which can be found at <https://www.tn.gov/generalservices/real-estate/designers-consultants/designers--manual.html>

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 Office of the State Architect, the Commissioner of General Services, 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 the base contract and, depending upon the specifics of the contract as amended, any additional officials required by Tennessee laws and regulations (said officials may include, but are not limited to, the Office of the State Architect, the Commissioner of General Services, 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 (30) days written notice before the effective termination date. 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. 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 to grant any other entity rights granted 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). Nothing herein shall limit the ability of the Contractor to utilize subcontractors to perform in accordance with a Construction Contract.

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 (6) months has been, an employee of the State of Tennessee or if the Contractor is an entity in which a controlling interest is held by an individual who is, or within the past six (6) months has been, an employee of the State of Tennessee.

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 Construction 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 Construction Contract will not be awarded to Contractor whose proposal is in conflict with state licensing law. Contractor shall have an unlimited monetary amount and a minimum license classification of Building Construction - Commercial (BC-B). 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 (5) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.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 (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
- c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and,
- d. have not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Contractor shall provide immediate written notice to the 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. Notwithstanding anything herein to the contrary, the fully executed Construction Contract shall govern all matters set forth therein.

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. Grand Division Regions. The boundaries of the Grand Divisions referred to herein are defined by Tennessee Code Annotated §4-1-202 for the Eastern Grand Division, §4-1-203 for the Middle Grand Division, and/or §4-1-204 for the Western Grand Division.
- E.3. 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 with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address or email address set forth below or to that of such party of address, as may be hereafter specified by written notice.

The Owner:

Executive Director, Capital Projects Management
Department of General Services, Real Estate Asset Management
312 Rosa L. Parks Avenue, 24th Floor
Nashville, Tennessee 37243

The Contractor:

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

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

- E.4. Subject to Funds Availability. The Contract and all Construction Contracts 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.5. 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.6. 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.7. Insurance. The Contractor shall carry adequate liability and other appropriate forms of insurance including without limitation, the coverages set forth in Article 11 of Section 00 72 13, 00 72 13.29, or 00 72 13.39, General Conditions, of the Designers' Manual which can be found at <https://www.tn.gov/generalservices/real-estate/designers-consultants/designers--manual.html> and as supplemented by Section 00 73 40 or 00 73 40.01 of the Designers' Manual which can be found at <https://www.tn.gov/generalservices/real-estate/designers-consultants/designers--manual.html>. Such insurance shall provide for policy limits equal or greater to the amounts set forth as stated above and shall list the Owner as additional insured. All insurance requirements shall be provided with each executed Construction Contract.
- E.8. Contract Bond. Contractor is advised that Construction in the amount of \$100,000 or greater will require a Contract Bond for 100% of the amount of the Construction Contract. The Contract Bond, Section 00 61 13, of the Designers' Manual which can be found at <https://www.tn.gov/generalservices/real-estate/designers-consultants/designers--manual.html>.
- E.9. Three Year Roof Bond. Contractor is advised that any projects requiring a roofing system, with the exception of shingle roofing, will require a Three Year Roof Bond, Section 00 61 43, of the Designers' Manual which can be found at <https://www.tn.gov/generalservices/real-estate/designers-consultants/designers--manual.html>, in an amount as indicated on the Bid Form, Section 00 41 13, of the Designers' Manual which can be found at <https://www.tn.gov/generalservices/real-estate/designers-consultants/designers--manual.html>. The roofing system, with the exception of shingle roofing, also requires Roofing System Warranty, Section 01 78 36, or Total Metal Building Roofing Warranty, Section 01 78 39, of the Designers' Manual which can be found at <https://www.tn.gov/generalservices/real-estate/designers-consultants/designers--manual.html>.
- E.10. Attachments. This Contract includes Appendix 2 of the Designers' Manual by reference and can be found at <https://www.tn.gov/generalservices/real-estate/designers-consultants/designers--manual.html>. Contractor is advised that each IDIQ Project submitted for bid to the Qualified Pool will contain documents from Appendix 2 of the Designers' Manual as applicable to each IDIQ Project. Notwithstanding anything in Appendix 2 of the Designers' Manual to the contrary, no bid bond will be required for a bid on an IDIQ Project.

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 (1) counterpart, even though no one (1) 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,

DEPARTMENT OF GENERAL SERVICES:

Robert E. Oglesby, Commissioner

DATE: _____

OFFICE OF THE STATE ARCHITECT:

Ann McGauran, State Architect

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:	529/000-02-2018
CONTRACTOR LEGAL ENTITY NAME:	

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 SUM

Use 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 Eighteen

BETWEEN the Owner: STATE OF TENNESSEE, «Customer_Agency»

via the Contracting Agency:

Department of General Services or Military

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 1997 Edition A201, 00 72 13, 00 72 13 .29, or 00 72 13.39 July 2009 General Conditions
STREAM 00 73 40 or 00 73 40.01 Supplementary Conditions

Specifications

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

The portions of the following addenda, if applicable, 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)

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**
 Alternate No. 1, if applicable: **\$.00**
 Alternate No. 2, if applicable: **\$.00**
 Alternate No. 3, if applicable: **\$.00**
 Alternate No. 4, if applicable: **\$.00**

 Total accepted: **«Recommended_Amt_Award_numbers»**

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

If Applicable

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

005213-3

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 (1) 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 or Military

APPROVED: _____
 John M. Hull, Deputy Commissioner
 Department of General Services, if not Military

APPROVED: _____
 MG Terry M. Haston, The Adjutant General
 Department of Military

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»

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