



STATE OF TENNESSEE
CENTRAL PROCUREMENT OFFICE

**REQUEST FOR PROPOSALS # 32110-17103
AMENDMENT # 1
FOR FACILITIES MANAGEMENT SERVICES**

DATE: DECEMBER 12, 2016

RFP # 32110-17103 IS AMENDED AS FOLLOWS:

1. This RFP Schedule of Events updates and confirms scheduled RFP dates. Any event, time, or date containing revised or new text is highlighted.

EVENT	TIME (central time zone)	DATE	STATUS
1. RFP Issued		December 1, 2016	Confirmed
2. Disability Accommodation Request Deadline	2:00 p.m.	December 6, 2016	Confirmed
3. Notice of Intent to Respond Deadline	2:00 p.m.	December 6, 2016	Confirmed
4. Written "Questions & Comments" Round #1 Deadline	2:00 p.m.	December 7, 2016	Confirmed
5. State Response to Written "Questions & Comments" Round #1		December 12, 2016	Confirmed
6. Written "Questions & Comments" Round #2 Deadline		January 23, 2017	Confirmed
7. State Response to Written "Questions & Comments" Round #2		January 30, 2017	Confirmed
8. Response Deadline	2:00 p.m.	February 27, 2017	Confirmed
9. Schedule Vendor Oral Presentations/Interviews		February 28, 2017	Confirmed
10. Respondent Oral Presentations/Interviews		March 9-10, 2017	Confirmed
11. State Completion of Technical Response Evaluations		March 16, 2017	Confirmed
12. State Opening & Scoring of Cost Proposals	2:00 p.m.	March 17, 2017	Confirmed
13. State Notice of Intent to Award Released <u>and</u> RFP Files Opened for Public Inspection	2:00 p.m.	March 28, 2017	Confirmed
14. End of Open File Period		April 5, 2017	Confirmed

15. Negotiations		April 6, 2017- April 20, 2017	Confirmed
16. State sends contract to Contractor for signature		April 24, 2017	Confirmed
17. Contractor Signature Deadline	2:00 p.m.	April 28, 2017	Confirmed

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

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

	QUESTION / COMMENT	STATE RESPONSE
1	Do you envision that each site tour will first meet at 8:00am? We just want our teams to make advanced travel plans.	On the initial day of each site visit, the Kick-off Meeting will begin at 9:00AM. This will allow local participants that are driving in a little more flexibility. For site visits that last multiple days, the group will jointly decide in the Wrap-Up Session on the start time for the next day's Kickoff Meeting.
2	[Corrections Site] tour - Do you have a maximum number of QR associates per group that can tour the Correctional facility? I recall some discussion around significantly limiting the number below the maximum six at all other sites.	For the Corrections Site tour, the State will be able to allow the standard six participants from each Respondent.
3	For the remaining sites, realizing that we do not want more than six associates from each QR touring a given site, would the State consider allowing the QRs to rotate expertise on given segments of the site tours, as long as it is not a burden to the larger group? For example, If [two regular CVD Participants] are part of the [Respondent's] six attendees in the opening and wrap-up briefings. Could another [Respondent] associate with exceptional expertise, in say mechanical, join the O&M actual walk around tour vs [the two regular CVD Participants]? This allows us to never exceed the six maximum on a given tour, but get the right level of expertise in the right areas. Another example might be on multiple day tours, that a given expertise is changed within a discipline from day to day. Example being on Tues and Wed Andy and Ron tour for O&M and on Thurs and Friday Andy and Scott tour for O&M. If that were acceptable we would propose to only change out a maximum of one associate with a given discipline, leaving the person who attended the opening briefing for that discipline for continuity.	The six participants from each Respondent should be the same six people for the entire site visit. There will be discussions held in the Kick-off and Wrap-up sessions that provide context for the breakouts. Therefore, in order to maintain the integrity of special site rules, etc., the State cannot allow substitutions during the visit. This does not restrict the Respondents from having different participants at the different sites – but it needs to stay the same six at any given site.
4	There is inconsistency between the site visit agenda document and the cost proposal spreadsheet that would impact our list of attendees. The site visit agenda states the Entity will provide the information listed on the Institutional Profile Template. That template includes "Equipment	What the State is providing, as a part of the institutional profile template, is for informational purposes only and really may not be beneficial until the actual Transition Period when trying to work out what equipment needs to come from the State, etc. It is included in the institutional profile template In the spirit of giving the Respondents as much

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<p>Information” that states building equipment lists by facility campus to include HVAC, pumps, pool equipment, etc. However, the Cost Proposal Spreadsheet, in the “State Assumptions” section, states “the State will not provide any existing equipment and inventory...”</p> <p>Can we get clarification? If we are expected to capture all equipment during the visit for the completion of the Cost Proposal Spreadsheet, that changes the team members and amount of time required.</p>	<p>data as possible to understand these facilities on the front end.</p> <p>The Cost Proposal calls for the Respondents to provide a complete list of equipment they would need to provide the services. The cost proposal also assumes that Contractor will have to provide whatever equipment they need to provide the services. This assumption is necessary due to the difficulty in fully capturing equipment and assessing condition using the time and resource restrictions we have outlined in the RFP.</p>
<p>5 Will the Janitorial or landscape estimators be needed [for the Corrections Site tour]? Assuming this is out of scope?</p>	<p>Supplies and equipment may be in-scope. While the labor may be performed by trusted inmates, supervision of these activities is considered to be in-scope for the purposes of this initial cost assessment.</p>
<p>6 The Oral presentation team has requested, if possible, March 10th for the Oral Presentations. I see on the timeline they will [be] scheduled Feb 28th. Please let us know if you are willing to set the date early?</p>	<p>The State needs to ensure that all Respondents pass Mandatory Requirements prior to scheduling Oral Presentations, but will work to find the optimal date and time, within the range outlined in RFP Section 2, Schedule of Events, for each responsive Respondent.</p>
<p>7 General – While the State has identified two rounds for questions and answers, might the State allow Respondents to submit questions at any time prior to final deadline on January 23, 2017, and might the State release the answers to those questions to all Respondents prior to the release dates identified in the solicitation?</p>	<p>During the site visit tours, verbal information may be provided by the Tour Leader and State personnel related to specific facility questions. It will be the responsibility of the Respondents to capture these verbal responses and ask any appropriate follow-up or clarification to these questions in the Kick-Off or Wrap-Up meetings or as part of the Written Questions & Comments Round #2 deadline. Questions asked during the Kick-off and Wrap-Up meetings will be captured by the State participants, and included in the State's response to the Written Questions & Comments Round 2.</p> <p>Respondents are able to submit questions at any time to the Solicitation Coordinator prior to final deadline on January 23, 2017. Should the State decide there are enough substantive questions that it feels need to be answered prior to the "State Response to Written "Questions & Comments" Round #2 deadline, the State may choose to answer at an earlier date and will amend RFP Section 2, Schedule of Events accordingly.</p>
<p>8 RFP Paragraph 1.8.2.2.1, Governor’s Office of Diversity Business Enterprise (page 9): Is this contract subject to a minimum small business participation requirement? If so, please clarify the requirements specific to minority-owned, woman-owned, Tennessee service-disabled veteran-owned and/or small business?</p>	<p>All State departments and agencies have goals for the utilization of certified diversity businesses. The State has an overall goal of 12.5% and encourages the utilization of diversity businesses. There is no minimum % requirement; however, the diversity portion (B.9) is part of General Qualifications and Experience, where a point value is assigned.”</p>
<p>9 RFP Paragraph 1.14, Pricing Assumptions (page 12): Can the State provide an example, or more detail, as to what is being requested of</p>	<p>This request is only meant to apply to the pricing assumptions that redlining the contract would produce. Assumptions that are not specific to</p>

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<p>Respondents to meet the requirements of this paragraph for “Qualitative Pricing Assumptions”? What is the purpose of submitting Pricing Assumptions as part of the Round 2 Questions? Pricing assumptions are typically provided when pricing is submitted.</p>	<p>contract language should be submitted with the Response to RFP Section 6.3, Cost Proposal.</p> <p>The State has revised RFP Section 1.14 and RFP Attachment 6.2, Section B.10, as outlined in Amendment Sections 4 and 5 below.</p>
<p>10 RFP Paragraph 3.1.2.2 (Page 19) – Please clarify this paragraph, which states that the Respondent, “...incorporate <i>ALL</i> costs for services under the contract for the total contract period, including any renewals and extensions.” The RFP does not include the required data (e.g., participating entities, square footage, capital and operating budgets, personnel, equipment information, service levels, etc.) necessary to provide such an extensive price estimate. Was this meant to state, “<i>The proposed cost shall incorporate ALL costs for services for the five facilities identified for Site Visits, based on the information provided by the State and obtained in the Site Visits for the total contract period, including any renewals and extensions.</i>”?</p>	<p>The State has revised Section 3.1.2.2, outlined in Amendment Section 3 to address this.</p>
<p>11 RFP Attachment 6.2, Section D (page 41): The wording in this Section implies that the full cost of services, including base costs, management fees, overhead expenses and profit are required to be included in the Pricing scenarios in Attachment 6.3 cost proposal. Can the State please clarify this language?</p>	<p>The implication mentioned in the question aligns with the State's expectation for transparency, so that the State is able to compare the pricing methodology submitted in response to RFP Attachment 6.2, Section D with the Cost Proposals submitted in response to RFP Attachment 6.3.</p>
<p>12 RFP Attachment 6.9, Site Visit (Pages 56-57) – Can the State please confirm the following with regard to the data that will be provided “<u>One week</u>” in advance of each site visit:</p> <p>a) Data: Will the data provided offer a level of specificity as to uses within each building – for example, for a building on a University campus, will the data clarify the number and size of classrooms, lecture halls, faculty offices, restrooms, food service, etc.?</p> <p>b) Personnel: Will the State be providing the “job descriptions” used to qualify each position to, for example, distinguish between the requirements of a Building Maintenance Worker Level 1 versus a Building Maintenance Worker Level 3?</p> <p>c) Equipment: In addition to the type, model and age of the equipment will the State provide information related to the work order and maintenance history at the equipment level?</p>	<p>a) Not quantities, just primary uses. The data that was already provided (from the Business Justification Whitestone report) is the level of detail that will be available.</p> <p>b) For general government, not all positions have this information but available information is located at http://agency.governmentjobs.com/tennessee/default.cfm?action=agencyspecs Some of the agencies have provided a detailed job description.</p> <p>c) No, the State has not asked for equipment maintenance records.</p>
<p>13 RFP Attachment 6.10 paragraph A.3.1, Pro Forma Contract (Page 9): Will it be accurate to assume that the baseline budgets that will be provided by the State prior to the Site Visits will include operating expenses only and exclude capital costs?</p>	<p>Yes.</p>

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<p>14 Attachment 6.10 paragraph A.3.1, item k., Pro Forma Contract (Page 9): Please provide the number of posts, personnel per post and coverage hours per post for Un-armed Security.</p>	<p>This information is not feasible to provide for the whole State except for at an Authorized Entity level when establishing a PA. This will not be included in pricing for the Authorized Entities conducting site visits.</p>
<p>15 RFP Attachment 6.10 paragraph A.3.1, item o., Pro Forma Contract (Page 9): Please provide more detail around scope of the Move Services requested? Will relocation management resources be required and will they need to be included in the pricing?</p>	<p>In general, this is for local move services only (moving a faculty from one office to another, relocating equipment to a different classroom, etc.) It is not intended to reflect large scale or long distance moving services.</p>
<p>16 RFP Attachment 6.10 paragraph A.3.1, item p., Pro Forma Contract (Page 9): Please clarify the requirements for Management of off-site Warehousing. Is this a Contractor-owned and provided off-site warehouse or is this a State-owned warehouse managed by the Contractor? Should this warehouse be included in our pricing of Authorized Entities (AEs)?</p>	<p>This is intended for State-owned or State-leased facilities that are, in general, in close proximity to the primary buildings being maintained. Use of Contractor-owned facilities would not be in the scope of this contract. If management of the warehouse is currently being handled today by the Authorized Entity's FM staff, it should be included in pricing for RFP Attachment 6.3, Cost Proposal.</p>
<p>17 RFP Attachment 6.10 paragraph A.3.1, item q., Pro Forma Contract (Page 9): Please clarify the following with regard to Facilities Reception Services. Is this a centralized desk to receive all facilities related calls?</p> <p>a) If yes: How should bidders incorporate this cost within the pricing model? And, what are the hours of operation of the facilities reception desk?</p> <p>b) If no: Does each AE have its own facilities reception desk that needs to be manned? What are the hours of operation for the facilities reception desk per AE?</p>	<p>It will be up to the Contractor to determine the best way to provide this service. It is assumed that this type of service would become less expensive to the individual Authorized Entities as additional Authorized Entities utilize the contract.</p>
<p>18 RFP Attachment 6.10 paragraph A.3.1, item s., Pro Forma Contract (Page 9): Please clarify the following with regard to Parking Management.</p> <p>a) Is the Contractor collecting revenue under the parking management scope?</p> <p>b) Please provide the associated equipment within the parking structures (as applicable); elevators, fire protection system (sprinkler system, alarms-strobes/pulls, extinguishers), arm gates, parking machines, HVAC, and electrical?</p>	<p>These questions are Entity specific, and should be asked during the Site Visits.</p>
<p>19 RFP Attachment 6.10, Paragraph A.14 Pro Forma Contract (Page 15): Will the State provide telephone, internet connectivity, electricity, sewer, and gas for Contractor occupied spaces within State buildings?</p>	<p>This is largely covered by Pro Forma Contract Section A.14.1 (page 73). The State will provide desk phones and equipment phone lines as appropriate but not cell phones or phone related internet cards. Desk phones can only be used for business purposes and no personal use is allowed. Contractor may be required to review phone bills and affirm that all the calls are business related. In the event there is an existing policy in place with an Authorized Entity, the existing policy would supersede this section A.14.1. For example, some Authorized Entities, such as certain public</p>

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	universities, may have policies that require employees to personally pay for parking. This section was modified to address this clarification (See Amendment Section 7).
<p>20 RFP Attachment 6.10, Paragraph A.15 Pro Forma Contract (Page 16): In reference to paragraph A.15.1.c, this currently provides Contractor no right to reject the State's assignment of existing third-party contracts that the State does not terminate or choose for Contractor to manage on the State's behalf, regardless of their terms or risk or payment status or performance history, which cannot now be known or priced. Is the State willing to add phrasing that makes:</p> <p>a) Such State right of assignment subject to Contractor's consent, which if not given, will make such a third-party contract a "Managed Contract"?</p> <p>b) The State solely liable for all obligations that accrued and actions that occurred prior to the date of assignment?</p>	<p>a) This is already covered under Pro Forma Contract Section A.15.1.c.1.</p> <p>b) The State has added language to A.15.3 to address this (See Amendment Section #6).</p>
<p>21 RFP Attachment 6.10, Paragraph A.19(a)(i), Pro Forma Contract (Page 20): Can the State provide the pay and benefit scales for State employees currently qualifying as exempt facility management employees?</p>	The State will be providing the pay and benefit spend associated with employees at the Authorized Entity locations conducting site visits.
<p>22 RFP Attachment 6.10, Paragraph A.19(a)(i)(1), Pro Forma Contract (Page 20): Does the phrase "receive benefits and be employed for a period <i>expected to be</i> twelve (12) months or more and work thirty (30) plus hours per week" refer to their status as a State employee, or as a Contractor employee after transition?</p>	This phrase refers to status as a state employee and defines current staff that are considered "protected" and "regular, current facility management employees."
<p>23 RFP Attachment 6.10, Pro Forma Contract (Page 25): Standard payment terms are 30 days? Please confirm.</p>	Standard payment terms are within 45 days after receipt of the invoice covering the delivered items or services, in accordance with the Prompt Pay Act of 1985 (See Tenn. Code. Ann § 12-4-703).
<p>24 RFP Attachment 6.10, Paragraph D.18, Pro Forma Contract (Page 31): The liability cap is expressed as a function of the total value of the overall contract, which contemplates many possible offers for various properties in various locations state-wide for various agencies and entities, over an extended period. Will the State accept making the cap a function of the value of the order under which the liability arises, rather than the entire contract?</p>	The intent of this question is not completely clear to the State, but the State requires that any redline assumption be submitted in accordance with RFP Section 1.14 and RFP Attachment 6.2, Section B.10. The State would then address the redline at the appropriate time, as outlined in the RFP.
<p>25 RFP Attachment 6.10, Paragraph D.19, Pro Forma Contract (Page 31): Does "provide all necessary assistance to respond" include keeping Contractor's insurance carrier informed on the developments of the claim or litigation in order to satisfy the typical insurance policy requirement for the carrier to approve any settlement?</p>	No. It is the Contractor's duty to provide notice and keep its insurance carrier informed on litigation developments as may be required by its own insurance contract. However, under the "necessary assistance" clause, the State will need to provide the Contractor with such information as necessary for the Contractor to fulfil its indemnity obligations. So, while the clause does not include an obligation

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	on the State to keep the Contractor's insurance carrier informed, practically speaking, the parties will work together in order to ensure that Contractor has sufficient information as needed to keep its own insurance carrier informed on litigation developments as may be required by its insurance contract with the carrier."
26 RFP Attachment 6.10, Paragraph E.7, Pro Forma Contract (Page 39): The period of license for Contractor-provided software is unbounded, i.e., even after the contract expires. Will the State accept a limit on the period of the license by adding "for the term of the contract" so that the embedded cost of the software matches the period of performance?	The State expects that this area would be covered in the Respondent's Proposal, as part of the Exit Management Plan or response to RFP Section 1.14 or RFP Attachment 6.2, Section B.10. Based on the response submitted, the State will negotiate with the highest evaluated respondent and make contract revisions accordingly.
27 RFP Attachment 6.10, Pro Forma Contract (Page 60): The Mock Extract-embedded spreadsheet cannot be opened. Might the State provide the actual Excel file?	State will provide the actual excel file along with the response to these Questions and Comments.

3. Delete RFP section 3.1.2.2 in its entirety and insert the following in its place (any sentence or paragraph containing revised or new text is highlighted):

"The proposed cost shall incorporate ALL costs for services for the facilities identified for Site Visits, based on the information provided by the State and obtained in the Site Visits for the total contract period, including any renewals and extensions."

4. Delete RFP section 1.14 in its entirety and insert the following in its place (any sentence or paragraph containing revised or new text is highlighted):

1.14.1 "Any redlines suggesting changes to the contract (such as disposition of equipment) that affect the Pricing Model submitted in response to RFP Attachment 6.2, Section D, Qualitative Pricing Model must be submitted to the State by the Written "Questions & Comments" Round #2 Deadline listed in RFP Section 2, Schedule of Events. Specifically identify the cost impact these suggested contract changes would have on the Pricing Model component of the Respondent's Solution. Itemize the cost additions or cost savings associations with any suggested contract changes outlined, in order to demonstrate the value of the change to the State.

1.14.2 Any assumptions that are not related to suggested changes to the contract shall be submitted with the final proposal."

5. Delete RFP Attachment 6.2, section B.10 in its entirety and insert the following in its place (any sentence or paragraph containing revised or new text is highlighted):

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

Clearly indicate, by providing a "redline" of RFP Attachment 6.10, *Pro Forma* Contract, all suggested alternative or supplemental contract language proposed by the Respondent. Do not include any

exceptions or changes that (1) contradict any applicable state or federal law or a mandatory requirement identified in RFP Attachment 6.2. or (2) push back any deadlines.

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

6. Delete RFP Attachment 6.10, section A.15.3 in its entirety and insert the following in its place (any sentence or paragraph containing revised or new text is highlighted)

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

7. Delete RFP Attachment 6.10, section A.14.1 in its entirety and insert the following in its place (any sentence or paragraph containing revised or new text is highlighted)

“In connection with Contractor's rendering of the FM Services, State shall provide Contractor Employees, at State's expense at State locations where Contractor Employees are assigned, existing space, furniture, and such other equipment, as may be reasonably necessary for Contractor's performance of the FM Services throughout the Term of the Contract. **In the event an Authorized Entity has an existing policy in place that contradicts with this section, the Authorized Entity's existing policy would supersede this section A.14.1. For example, some Authorized Entities, such as certain public universities, may have policies that require employees to personally pay for parking.**”

8. RFP Amendment Effective Date. The revisions set forth herein shall be effective upon release. All other terms and conditions of this RFP not expressly amended herein shall remain in full force and effect.