



STATE OF TENNESSEE
CENTRAL PROCUREMENT OFFICE

**REQUEST FOR QUALIFICATION # 32101-14102
AMENDMENT # 4
FOR GROUND MAINTENANCE EQUIPMENT**

DATE: February 03, 2015

RFQ # IS AMENDED 32101-14102 AS FOLLOWS:

1. This RFQ Schedule of Events updates and confirms scheduled RFQ dates.

SCHEDULE OF EVENTS	TIME (central time zone)	DATE (all dates are State business days)
1. RFQ Issued		12/08/2014
2. Disability Accommodation Request Deadline		12/11/2014
3. Pre-response Conference	9:00 a.m.	12/16/2014
4. Notice of Intent to Respond Deadline	2:00 p.m.	12/17/2014
5. Written "Questions & Comments" Deadline	2:00 p.m.	12/19/2014
6. State Response to Written "Questions & Comments"	2:00 p.m.	01/13/2015
7. RFQ Response Deadline	2:00 p.m.	01/27/2015
8. State Notice of Qualified Respondents and Intent to Award Released		02/06/2015

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



STATE OF TENNESSEE
CENTRAL PROCUREMENT OFFICE

**REQUEST FOR QUALIFICATION # 32101-14102
AMENDMENT # 3
FOR GROUND MAINTENANCE EQUIPMENT**

DATE: January 13, 2015

RFQ # 32101-14102 IS AMENDED AS FOLLOWS:

1. This RFQ Schedule of Events updates and confirms scheduled RFQ dates.

SCHEDULE OF EVENTS		TIME (Central Time Zone)	DATE (all dates are State business days)
	RFQ Issued		12/08/2014
	Disability Accommodation Request Deadline		12/11/2014
1.	Pre-Response Conference	9:00 a.m.	12/16/2014
2.	Notice of Intent to Respond Deadline	2:00 p.m.	12/17/2014
3.	Written "Questions & Comments" Deadline	2:00 p.m.	12/19/2014
	State response to written "Questions & Comments"	2:00 p.m.	01/13/2015
4.	RFQ Response Deadline	2:00 p.m.	01/27/2015
5.	State Notice of Qualified Respondents and Intent to Award Released		02/03/2015

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

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

QUESTION / COMMENT	STATE RESPONSE
1 If the manufacturer intends to use the services of an authorized servicing dealer(s) to facilitate any warranty service of units delivered to the State, is the manufacturer required to list each and every authorized servicing dealer with the state as a subcontractor?	The State would like a listing of any authorized service dealer that may be used in the warranty fulfillment of this contract. These authorized dealers will be required to meet contract compliance terms as a subcontractor.
2 In what format is the Catalog or Catalog Extract to be presented?	The Catalog or Catalog Extract may be presented in either a hard copy or electronic format.

QUESTION / COMMENT	STATE RESPONSE
3 Can the Catalog or Catalog Extract be presented in the form of a link to a web site that has MSRP for each model as well as specifications?	Yes.
4 If a bidder represents multiple manufacturers for the same type (category) of equipment, how do we offer all the units at the best price if the discounts cannot be the same for all manufacturers? On Attachment C, how would we enter different discounts in the same category of equipment?	A separate response (submission of an Attachment C: Mandatory Pricing Form) may be entered for each manufacturer. A respondent who represents the manufacturers would then submit a Catalog or Catalog extract with pricing (if separate) that would include all manufacturers on one document.
5 Can we submit multiple bids for multiple manufacturers (i.e. Ladd's Jacobsen, Ladd's Club Car, Ladd's Smithco, etc)?	Yes. See response to Question #4.
6 Does the Discount Response and Evaluation Guide in Excel Format... Does a spreadsheet need to be included with the discount? All products?	Yes. Per RFQ Section 3.1.2.1, The Discount Response is where a respondent will show the discount for the manufacturer in a category. Yes. Refer to RFQ Attachment A, Item Reference A.6. The Catalog, or Catalog Extract should include all products as necessary. Follow all RFQ Section 3 requirements.
7 During the (Pre-Response Conference) meeting on December 16, conversation indicated that those distributors that sell the same product line, such as STI and JPT&I will define their territory of coverage (i.e. Tennessee River as a geographic boundary) and if awarded both will hold a contract for their specific area of service. Should STI list JPT&I as a subcontractor, or should both submit a response in the category Golf Course Maintenance Equipment?	No, STI should not list JPT&I as a subcontractor. Both dealers should submit a response and each would then be awarded a contract based on the geographic service area that they represent.
8 The insurance coverage as described in this section doesn't have to be provided until the contract is awarded. Correct?	Yes. Per the special Terms and Conditions #15, the Certificate of Insurance would be requested at the intent to award. A bidder would then have ten (10) days to supply the document.
9 If seller is self-insured with total assets of approximately \$59.5 Billion as evidenced in the Seller's 2013 annual report. As insurance certificates merely evidence financial ability to meet legal obligations, and because it is not unusual for corporations of Seller's size to carry such large deductibles for product liability, Buyer agrees to accept Seller's	The State recognizes that large corporate entities can be self-insured. Any entity that is self-insured must provide documentation that they are self-insured and define the coverage limits.

QUESTION / COMMENT	STATE RESPONSE
<p>assets and well-known financial strength as ample qualification to meet its obligations to Buyer and forego the requirement for an insurance certificate. Is this acceptable?</p>	
<p>10 Independent dealers will be delivering, setting up and performing any requested services for equipment sold off the contract. Dealers are independently owned and operated and they maintain their own insurance. Will the worker's Compensation and General Liability and Property Damage Insurance required by this RFQ be the responsibility of the dealer to maintain?</p>	<p>Yes.</p>
<p>11 The category of subcompact tractors includes tractors up to 52 PTO HP. This description actually includes 2 separate tractor categories and capabilities (sub-compact and utility tractors). Can there be different discounts from MSRP within a given category?</p>	<p>Yes. Two Attachment C: Discount Response Form submissions can be accepted, one for the sub-compact tractors, and the other for utility tractors. Both groups and their respective discounts can be within the same price list, Catalog, or Catalog extract.</p>
<p>12 Because Utility Tractors are built to order can the delivery term be changed from 90 to 180 days?</p>	<p>The State recognizes that this category may require additional manufacturing time. An exception for this requirement can be noted on a final award.</p>
<p>13 What is meant by order deadlines? Orders are matched against production schedules and a sudden influx of orders can greatly affect availability. Considering the amount of equipment on this solicitation it would be difficult to give notice for both the manufacturer and the distributor respondents.</p>	<p>The State would like to receive any notice of published model year or model end of production cut-off dates.</p>
<p>14 Attachment B - Qualification and Experience Items – The RFQ states the Respondent must detail the response page number for each item in the appropriate space. What response page number needs to be included? Is the Response Page # the Respondent's page #'s for General Qualifications being submitted in the RFQ?</p>	<p>Respondents will submit their documents according to the RFQ in sequence. Please insert your response page # in the RFQ document and cross reference the RFQ Section Item Reference # in your response.</p>
<p>15 Response Requirements – 3.4.2.1. – Can the separate sealed packets for the Discount Response Form and the Qualifications Response form be mailed to the state in the</p>	<p>Yes. The sealed packets may be delivered in the same box or envelope. They will be opened and evaluated separately.</p>

QUESTION / COMMENT	STATE RESPONSE
same mailing envelop or box?	
16 Will the State allow Multiple Unit Discounts on the RFQ?	Yes, Attachment C has been modified to allow a response for these types of volume discounts.
17 The State is looking for “Commercial Grade” equipment. Some manufacturer’s offer a “Homeowner” and a “Farm and Ranch” level of their equipment. In the case of chainsaws, etc. agencies may want the lesser unit because of weight and price. Can both levels be bid?	No. The State prefers to identify and procure equipment which is as robust and durable as possible.
18 Do the following items fall under this contract? If so, which category shall they be submitted? Log Splitters, Portable Generators, Walk Behind Blowers and Vacuums, All Season Power Brushes, Walk Behind Dethatchers, Pressure Washers and Sno-Blowers.	No. Our intent was to include in the scope of our contract, ground maintenance equipment that we did not currently have on contract. There are other contracts from which the state may purchase generators, pressure washers, and many of the types of equipment that are mentioned in your question.

3. **RFQ Attachment C, Discount Response & Evaluation Guide is amended, in part. The amended attachment is posted online at: http://tn.gov/generalserv/cpo/sourcing_sub/rfp.shtml**

4. **Insert the following new Item Reference A.6. to RFP Attachment A - Qualification Response:** Provide a Catalog, or Catalog Extract, and pricing sheets (if not included with the Catalog) for products within the categories for which you’re submitting a response. **Any sentence or paragraph containing revised or new text is highlighted.**

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



STATE OF TENNESSEE
CENTRAL PROCUREMENT OFFICE

**REQUEST FOR QUALIFICATION # 32101-14102
AMENDMENT # 2
FOR GROUND MAINTENANCE EQUIPMENT**

DATE: January 09, 2015

RFQ # 32101-14102 IS AMENDED AS FOLLOWS:

1. This RFQ Schedule of Events updates and confirms scheduled RFQ dates.

EVENT		TIME (Central Time Zone)	DATE (all dates are State business)
1.	RFQ Issued		12/08/2014
2.	Disability Accommodation Request Deadline		12/11/2014
3.	Pre-Response Conference	9:00 a.m.	12/16/2014
4.	Notice of Intent to Respond Deadline	2:00 p.m.	12/17/2014
5.	Written "Questions & Comments" Deadline	2:00 p.m.	12/19/2014
6.	State response to written "Questions & Comments"	2:00 p.m.	01/13/2015
7.	RFQ Response Deadline	2:00 p.m.	01/27/2015
8.	State Notice of Qualified Respondents and Intent to Award Released		02/03/2015

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



STATE OF TENNESSEE
CENTRAL PROCUREMENT OFFICE

**REQUEST FOR PROPOSALS # 32101-14102
AMENDMENT # 1
FOR GROUND MAINTENANCE EQUIPMENT**

DATE: January 05, 2015

RFP # 32101-14102 IS AMENDED AS FOLLOWS:

1. This RFP Schedule of Events updates and confirms scheduled RFP dates.

EVENT		TIME (Central Time Zone)	DATE (all dates are State business)
1.	RFQ Issued		12/08/2014
2.	Disability Accommodation Request Deadline		12/11/2014
3.	Pre-Response Conference	9:00 a.m.	12/16/2014
4.	Notice of Intent to Respond Deadline	2:00 p.m.	12/17/2014
5.	Written "Questions & Comments" Deadline	2:00 p.m.	12/19/2014
6.	State response to written "Questions & Comments"	2:00 p.m.	01/09/2015
7.	RFQ Response Deadline	2:00 p.m.	01/20/2015
8.	State Notice of Qualified Respondents and Intent to Award Released		01/23/2015

2. **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.



**STATE OF TENNESSEE
CENTRAL PROCUREMENT OFFICE
REQUEST FOR QUALIFICATIONS
FOR
GROUND MAINTENANCE EQUIPMENT**

RFQ # 32101-14102

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- B. General Qualifications and Experience Items**
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1. INTRODUCTION

The State of Tennessee, Central Procurement Office, hereinafter referred to as “the State,” has issued this Request for Qualifications (“RFQ”) to define mandatory goods or services requirements; solicit responses; detail response requirements; and, outline the State’s process for evaluating responses and selecting a Respondent for contract award to provide the needed goods or services.

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

1.1. Statement of Procurement Purpose

The State of Tennessee is seeking to establish a statewide contract to establish a source or sources of supply for the acquisition of ground maintenance equipment for all state agencies, local governmental units within the geographic limits of the State of Tennessee, any private nonprofit institution of higher education chartered in Tennessee, and any corporation which is exempted from taxation under 26 U.S.C. Section 501(c) (3) as amended and which contracts with the Department of Mental Health and Mental Retardation to provide services to the public (T.C.A. 33-2-401 et seq.). Contract(s) resulting from this Request for Qualification (RFQ) shall be required use by state agencies and permissive use for all Local Governments, Private Non-Profit Institutions of Higher Education and Eligible Non-Profit Agencies. Manufacturer/Dealer(s) agree to furnish the specified equipment to all authorized contract users at the same price and under the same terms and conditions offered in this response.

The State of Tennessee invites all manufacturers, in association with their authorized dealers, to extend their most favorable percentage off catalog pricing to the State, its agencies and political subdivisions. The State has determined that responses will be considered from manufacturers that provide a percentage off catalog pricing as defined in Attachment C Discount Response & Evaluation Guide, of this solicitation on standard equipped ground maintenance equipment and all factory installed options. The State also intends to take all incentives, rebates and optional equipment discounts offered by the manufacturer at time of purchase.

1.2. Pre-Response Conference

A Pre-Response Conference will be held at the time and date detailed in the RFQ Schedule of Events, RFQ § 2. Pre-Response Conference attendance is not mandatory, and potential Respondents may be limited to a maximum number of attendees depending upon overall attendance and space limitations. Please contact the Solicitation Coordinator to RSVP for the Pre-Response Conference. The Conference will be held at:

DGS-Central Procurement Office
Conference Room C
Wm R. Snodgrass Tennessee Tower, Third Floor
312 Rosa L. Parks Ave.
Nashville, TN 37243-1102
Conference Bridge Line Telephone 615 253-2009

1.3. Notice of Intent to Respond

Before the Notice of Intent to Respond Deadline detailed in RFQ § 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, the contact person’s mailing address, telephone number, facsimile, number, and e-mail address. Filing a Notice of Intent to Respond is not a prerequisite for submitting a response; however, it is necessary to ensure receipt of notices and communications relating to this RFQ.

2. RFQ SCHEDULE OF EVENTS

The following schedule represents the State's best estimates for this RFQ; however, the State reserves the right, at its sole discretion, to adjust the schedule at any time, or cancel and reissue a similar solicitation. Nothing in this RFQ is intended by the State to create any property rights or expectations of a property right in any Respondent.

EVENT	TIME (Central Time Zone)	DATE (all dates are State business days)
RFQ Issued		12/08/2014
Disability Accommodation Request Deadline		12/11/2014
Pre-Response Conference	9:00 a.m.	12/16/2014
Notice of Intent to Respond Deadline	2:00 p.m.	12/17/2014
Written "Questions & Comments" Deadline	2:00 p.m.	12/19/2014
State response to written "Questions & Comments"	2:00 p.m.	01/05/2014
RFQ Response Deadline	2:00 p.m.	01/16/2015
State Notice of Qualified Respondents and Intent to Award Released		01/23/2015

3. RESPONSE REQUIREMENTS

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

- 3.1.1. Qualification Response: This section details the mandatory technical, functional, and experience requirements that must be demonstrated in the response to this RFQ in order to be considered for award of a contract. A Respondent must duplicate and use RFQ Attachment A as a guide to organize responses for the Mandatory Requirements of the RFQ response. The Respondent should reference the page location of the information within the response in the indicated column of the table. This section is included in the State's evaluation as to whether or not a Respondent meets mandatory qualifications.
- 3.1.2. General Qualifications & Experience: This section details general information and qualifications that must be demonstrated in the response to this RFQ. A Respondent must duplicate and use RFQ Attachment B as a guide to organize responses for this portion of the RFQ response. The Respondent should reference the page location in the information within the response in the indicated column of the table.

3.1.2. *For Qualified Respondents Only*

- 3.1.2.1. The Discount Response Form must be recorded on an exact duplicate of RFQ Attachment C - Discount Response & Evaluation Guide in Excel (xlsx.) Format. Any response that does not follow the instructions included in RFQ Attachment C - Discount Response & Evaluation Guide may be deemed nonresponsive.
- 3.1.2.2. A Respondent must only record the proposed discount from catalog and prompt pay discount exactly as required by the RFQ Attachment C - Discount Response & Evaluation Guide and must NOT record any other rates, amounts, or information.
- 3.1.2.3. The proposed cost shall incorporate ALL costs for services under the contract for the total contract period.
- 3.1.2.4. A Respondent must sign and date the Discount Response Form.

A Respondent must submit the Discount Response Form to the State in a sealed package separate from the Qualification Response. (as detailed in RFQ Sections 3.4.2.1.).

3.2. Response Delivery Location

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

Clyde Hicks
State of Tennessee – Department of General Services
Central Procurement Office
William R. Snodgrass TN Tower - 3rd Floor
312 Rosa L. Parks Avenue
Nashville, TN 37243
615-741-3856
Clyde.Hicks@tn.gov

3.4. Response Format

- 3.4.1. A Respondent must ensure that the original response meets all form and content requirements detailed within this RFQ.
- 3.4.2. A Respondent must submit original response documents and copies as specified below.

3.4.2.1. Qualification Response:

One (1) original Qualification Response paper document clearly labeled:

“RFQ # 32101-14102 QUALIFICATION RESPONSE ORIGINAL”

and two (2) copies of the Qualification Response each in the form of one (1) digital document in “PDF” format properly recorded on its own otherwise blank, standard CD-R recordable disc or

USB flash drive labeled:

“RFQ #32101-14102 QUALIFICATION RESPONSE COPY”

The digital copies should not include cost information in the general and technical evaluation phase (Qualification Response). However, any other discrepancy between the paper response document and digital copies may result in the State rejecting the response as nonresponsive.

Discount Response: For Qualified Respondents only

One (1) original Discount Response paper document labeled:

“RFQ #32101-14102 DISCOUNT RESPONSE ORIGINAL”

and one (1) copy in the form of a digital document in “XLS” format properly recorded on a separate, blank, standard CD-R recordable disc or USB flash-drive labeled:

“RFQ #32101-14102 DISCOUNT RESPONSE COPY”

In the event of a discrepancy between the original Discount Response document and the digital copy, the original, signed document will take precedence.

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

3.5.1. Restrict the rights of the State or otherwise qualify the response to this RFQ;

3.5.2. Include, for consideration in this procurement process or subsequent contract negotiations, incorrect information that the Respondent knew or should have known was materially incorrect;

3.5.3. Include more than one response, per Respondent, to this RFQ;

3.5.4. Include any information concerning costs (in specific dollars or numbers) associated with the Technical Response;

3.5.5. Include the respondent’s own contract terms and conditions (unless specifically requested by the RFQ);
or

3.5.6. Include the respondent as a prime contractor while also permitting one or more other respondents to offer the respondent as a subcontractor in their own responses.

3.6. 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 dates as detailed in RFQ § 2, Schedule of Events, unless such is formally requested in writing by the State (e.g., through a request for clarification, etc.).

3.7. Response Withdrawal

A Respondent may withdraw a response at any time before the Response Deadline time and date as detailed in RFQ § 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 § 2, Schedule of Events.

3.8. 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 INFORMATION & REQUIREMENTS

4.1. Communications

4.1.1. Respondents shall reference RFQ #32101-14102 in all communications relating to this solicitation, and direct any such communications to the following person designated as the Solicitation Coordinator:

Clyde Hicks
State of Tennessee – Department of General Services
Central Procurement Office
William R. Snodgrass TN Tower - 3rd Floor
312 Rosa L. Parks Avenue
Nashville, TN 37243
615-741-3856
Clyde.Hicks@tn.gov

The State will convey all official responses and communications related to this RFQ to the potential respondents from whom the State has received a Notice of Intent to Respond (refer to RFQ Section 1.3.).

4.1.2. Potential respondents with a handicap or disability may receive accommodation relating to the communication of this RFQ and participating in the RFQ process. Potential respondents may contact the RFQ Coordinator to request such reasonable accommodation no later than the Disability Accommodation Request Deadline detailed in RFQ § 2, Schedule of Events.

4.1.3. **Unauthorized contact about this RFQ with other employees or officials of the State of Tennessee may result in disqualification from contract award consideration.**

4.1.4. Notwithstanding the foregoing, potential Respondents may also contact the following as appropriate:

4.1.4.1. Staff of the Governor's Office of Diversity Business Enterprise may be contacted for assistance with respect to available minority-owned, woman-owned, Tennessee service-disabled veteran-owned, and small business enterprises as well as general public information relating to this request; or

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

Helen Crowley
State of Tennessee – Department of General Services
Central Procurement Office
William R. Snodgrass TN Tower - 3rd Floor
312 Rosa L. Parks Avenue
Nashville, TN 37243
615-741-3836
Helen.Crowley@tn.gov

4.2. 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 Vendor pursuant to this solicitation shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

4.3. Conflict of Interest

4.3.1. The State may not consider a proposal from an individual who is, or within the past six (6) months has been, a State employee. For these purposes,

4.3.1.1. An individual shall be deemed a State employee until such time as all compensation for salary, termination pay, and annual leave has been paid;

4.3.1.2. A contract with or a proposal from a company, corporation, or any other contracting entity in which a

controlling interest is held by any State employee shall be considered to be a contract with or proposal from the employee; and

4.3.1.3. A contract with or a proposal from a company, corporation, or any other contracting entity that employs an individual who is, or within the past six months has been, a State employee shall not be considered a contract with or a proposal from the employee and shall not constitute a prohibited conflict of interest.

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

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

4.4.1. Each potential respondent must carefully review this RFQ, including but not limited to, attachments, the RFQ Attachment E Terms and Conditions, and any amendments for questions, comments, defects, objections, or any other matter requiring clarification or correction (collectively called "questions and comments").

4.4.2 Any potential respondent having questions and comments concerning this RFQ must provide such in writing to the State Solicitation Coordinator listed in RFQ § 4.1, Communications, no later than the written "Questions & Comments Deadline" detailed in RFQ § 2, Schedule of Events

Protests based on any objection shall be considered waived and invalid if the objection has not been brought to the attention of the State, in writing, by the "~~RFQ Response Deadline.~~" written "Questions & Comments Deadline."

4.5. **Disclosure of Response Contents**

4.5.1. All materials submitted to the State in response to this solicitation become property of the State of Tennessee. Selection for award does not affect this right. By submitting a response, a Respondent acknowledges and accepts that the full contents and associated documents submitted in response to this request will become open to public inspection. Refer to RFQ § 2, Schedule of Events.

4.5.2. The RFQ responses will be available for public inspection only after the completion of evaluation of the RFQ or any resulting solicitation which this RFQ becomes a part of, whichever is later.

4.6. **Notice of Professional Licensure, Insurance, and Department of Revenue Registration Requirements**

4.6.1. All persons, agencies, firms or other entities that provide legal or financial opinions, which a Respondent provides for consideration and evaluation by the State as part of a response to this RFQ, shall be properly licensed to render such opinions.

4.6.2. Before the Contract resulting from this RFQ is signed, the apparent successful Respondent (and Respondent employees and subcontractors, as applicable) must 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.

4.6.3. Before the Contract resulting from this RFQ is signed, the apparent successful Respondent must provide a valid, Certificate of Insurance indicating current insurance coverage meeting minimum requirements as may be specified by the RFQ.

4.6.4. Before the Contract resulting from this RFP is signed, the apparent successful Respondent must be registered with the Department of Revenue for the collection of Tennessee sales and use tax. The State shall not approve a contract unless the Respondent provides proof of such registration. The foregoing is a mandatory requirement of an award of a contract pursuant to this solicitation.

4.7. **RFQ Amendments & Cancellation**

4.7.1. 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 § 1.2). A response must respond, as required, to the final RFQ (including its attachments) as may be amended.

4.7.2. The State reserves the right, at its sole discretion, to cancel or to cancel and reissue this RFQ in accordance with applicable laws and regulations.

4.8. **State Right of Rejection**

- 4.8.1. Subject to applicable laws and regulations, the State reserves the right to reject, at its sole discretion, any and all proposals.
- 4.8.2. The State may deem as nonresponsive and reject any proposal that does not comply with all terms, conditions, and performance requirements of this RFQ. Notwithstanding the foregoing, the State reserves the right to seek clarifications or to waive, at its sole discretion, a response's 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 with such, and the State may hold any resulting vendor to strict compliance with this RFQ.
- 4.8.3. The State will review the response evaluation record and any other available information pertinent to whether or not each respondent is responsive and responsible. If the evaluation team identifies any respondent that appears not to meet the responsive and responsible thresholds such that the team would not recommend the respondent for potential contract award, this determination will be fully documented for the record. ("Responsive is defined as submitting a response that conforms in all material respects to the RFQ. "Responsible" is defined as having the capacity in all respects to perform fully the contract requirements, and the integrity and reliability which will assure good faith performance.)

4.9 **Assignment & Subcontracting**

- 4.9.1. If a Respondent intends to use subcontractors, the response to this RFQ must specially identify the scope and portions of the work each subcontractor will perform (refer to RFQ Attachment B, Item B.12.).
- 4.9.2. 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.
- 4.9.3. The Contractor resulting from this RFQ may only substitute another subcontractor for a proposed subcontractor at the discretion of the State and with the State's prior, written approval.
- 4.9.4. Notwithstanding any State approval relating to subcontracts, the Contractor resulting from this RFQ will be the prime contractor and will be responsible for all work under the Contract.

5. PROCUREMENT PROCESS & CONTRACT AWARD

5.1. The complete vendor selection will be a two-part process: (1) Qualification of Technical Responses (Qualification Response); and (2) Evaluation of Discount Responses. All vendors who are qualified will receive a contract for the categories that they bid. Any contract award is subject to successful contract negotiation.

5.2. Qualification of Responses: Responses will be short-listed for further evaluation, analysis or negotiation if they are apparently responsive and responsible. Responses will be deemed responsive and responsible based on the following criterion:

Phase I: The State will evaluate the Mandatory Requirements set forth in RFQ Attachment A on a pass/fail basis.

Phase II: Discount Response: If included as part of this solicitation then only Qualified Respondents, that are responsive and responsible, will continue onto Part Two, Discount Response evaluation. See RFQ Attachment C, Discount Response & Evaluation Guide.

5.3 Clarifications and Negotiations: The State reserves the right to award a contract on the basis of initial responses received; therefore, each response should contain the respondent's best terms from a technical and cost standpoint. However, the State reserves the right to conduct clarifications or negotiations with respondents. All communications, clarifications, and negotiations shall be conducted in a manner that supports fairness in response improvement.

5.3.1. Clarifications: The State may identify areas of a response that may require further clarification or areas in which it is apparent that there may have been miscommunications or misunderstandings as to the State's specifications or requirements. The State may seek to clarify those issues identified during one or multiple clarification round(s). Each clarification sought by the State may be unique to an individual respondent.

5.3.2. Negotiations: The State may elect to negotiate with Qualified Respondents, within the competitive range, by requesting revised responses, negotiating costs, or finalizing contract terms and conditions. The State reserves the right to conduct multiple negotiation rounds

5.3.2.1. Cost Negotiations: All responsive respondents within the competitive range will be given equivalent information with respect to cost negotiations. All cost negotiations will be documented for the procurement file. Additionally, the State may conduct target pricing and other goods or services level negotiations. Target pricing may be based on considerations such as current pricing, market considerations, benchmarks, budget availability, or other methods that do not reveal individual respondent pricing. During target price negotiations, respondents are not obligated to meet or beat target prices, but will not be allowed to increase prices.

5.3.2.2. If the State determines costs and contract finalization discussions and negotiations are not productive, the State reserves the right to bypass the apparent best evaluated Respondent and enter into contract negotiations with the next apparent best evaluated Respondent.

5.4. Evaluation Guide

The State will consider qualifications, experience, technical approach, and cost (if applicable) in the evaluation of responses using the following:

Evaluation Category	Evaluation Grade
Qualification Response (refer to RFQ Attachment A)	Pass/Fail

QUALIFICATION RESPONSE

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

The Solicitation Coordinator will review all responses to determine if the Mandatory Requirement Items are addressed as required and mark each with pass or fail. For each item that is not addressed as required, the Evaluation Team must review the responses and attach a written determination. In addition to the Mandatory Requirement Items, the Solicitation Coordinator will review each response for compliance with all RFQ requirements.

RESPONDENT LEGAL ENTITY NAME:			
Response Page # (Respondent completes)	Item Ref.	Section A— Mandatory Requirement Items	Pass/Fail
		The Qualification Response must be delivered to the State no later than the RFQ Response Deadline specified in the RFQ § 2, Schedule of Events.	
		The Qualification Requirement Response must not contain cost or pricing information of any type.	
		The Mandatory Requirement Response must not contain any restrictions of the rights of the State or other qualification of the response.	
		A Respondent must not submit alternate responses.	
		A Respondent must not submit multiple responses in different forms (as a prime and a subcontractor).	
	A.1.	Provide the Statement of Certifications and Assurances (RFQ Attachment F) 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.	
	A.2.	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) and, if so, the nature of that conflict. NOTE: Any questions of conflict of interest shall be solely within the discretion of the State, and the State reserves the right to cancel any award.	
	A.3.	Provide a statement or evidence that equipment supplied under this contract is certified "Commercial Grade"	
	A.4.	Provide a statement that your company has the ability to service all parts of the State. If you service a geographic territory, specify your service area.	
	A.5.	Provide a statement that the manufacturer can produce an adequate supply of products to fulfill the purchase requirements of a Statewide contract.	

	A.6.	Provide a Catalog, or Catalog Extract, and pricing sheets (if not included with the Catalog) for products within the categories for which you're submitting a response.	
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GENERAL QUALIFICATIONS AND EXPERIENCE ITEMS

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

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	Item Ref.	Section B— General Qualifications & Experience Items
	B.1.	Detail the name, e-mail address, mailing address, telephone number, and facsimile number of the person the State should contact regarding the response.
	B.2.	Describe the Respondent's form of business (<i>i.e.</i> , individual, sole proprietor, corporation, non-profit corporation, partnership, limited liability company) and business location (physical location or domicile).
	B.3.	Detail the number of years the Respondent has been in business.
	B.4.	Briefly describe how long the Respondent has been performing the goods or services required by this RFQ.
	B.5.	Describe the Respondent's number of employees, client base, and location of offices.
	B.6.	Provide a statement of whether there have been any mergers, acquisitions, or sales of the Respondent within the last ten (10) years. If so, include an explanation providing relevant details.
	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 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.9.	<p>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.</p> <p>NOTE: All persons, agencies, firms, or other entities that provide legal opinions regarding the Respondent must be properly licensed to render such opinions. The State may require the Respondent to submit proof of such licensure detailing the state of licensure and licensure number for each person or entity that renders such opinions.</p>

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	Item Ref.	Section B— General Qualifications & Experience Items
	B.10.	<p>Provide documentation of the Respondent’s commitment to diversity as represented by its business strategy, business relationships, and workforce— this documentation should detail <u>all</u> of the following:</p> <ul style="list-style-type: none"> (a) 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; (b) a listing of the Respondent’s current contracts with business enterprises owned by minorities, women, Tennessee service-disabled veterans and small business enterprises, including the following information: <ul style="list-style-type: none"> (i) contract description and total value (ii) Contractor name and ownership characteristics (e.g. ethnicity, gender, and service-disabled veteran); and (iii) Contractor contact and telephone number; (c) an estimate of the level of participation by business enterprises owned by minorities, women, Tennessee service-disabled veterans and small business enterprises in a contract awarded to the Respondent pursuant to this RFQ, including the following information: <ul style="list-style-type: none"> (i) participation estimate (expressed as a percent of the total contract value that will be dedicated to business with subcontractors and supply contractors having such ownership characteristics — PERCENTAGES ONLY — DO NOT INCLUDE DOLLAR AMOUNTS) (ii) descriptions of anticipated contracts (iii) names and ownership characteristics (e.g. ethnicity, gender, service-disabled veteran) of anticipated subcontractors and supply contractors anticipated; and (d) the percent of the Respondent’s total current employees by ethnicity, gender and Tennessee service-disabled veterans <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 identify the positive qualifications and experience of a Respondent doing business with enterprises owned by minorities, women, Tennessee service-disabled veterans and small business enterprises and that offers a diverse workforce to meet the needs of the State.</p>
	B.11.	<p>Provide a statement of whether there is any pending or in progress Securities Exchange Commission investigations involving the Respondent. If such exists, list each separately, explain the relevant details, and attach the opinion of counsel addressing whether and to what extent it will impair the Respondent’s performance in a contract pursuant to this RFQ.</p> <p>NOTE: All persons, agencies, firms, or other entities that provide legal opinions regarding the Respondent must be properly licensed to render such opinions. The State may require the Respondent to submit proof of such licensure detailing the state of licensure and licensure number for each person or entity that renders such opinions.</p>
	B.12.	<p>Provide a statement of whether the Respondent intends to use subcontractors to accomplish the work required by this RFQ, and if so, detail:</p> <ul style="list-style-type: none"> (a) the names of the subcontractors along with the contact person, mailing address, telephone number, and e-mail address for each; (b) a description of the scope and portions of the work each subcontractor will perform; <u>and</u> (c) a statement specifying that each proposed subcontractor has expressly assented to being proposed as a subcontractor in the Respondent’s response to this RFQ.

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	Item Ref.	Section B— General Qualifications & Experience Items

Discount Response & Evaluation Guide

For Qualified Respondents Only

Discount Responses/Negotiations will only be requested of Qualified Respondents in accordance with RFQ Section 5 Procurement Process and Contract Award.

AN EXCEL DOCUMENT CAN BE ACCESSED AT <http://tn.gov/generalserv/cpo/sourcingsub/rfp.shtml> OR CAN BE PROVIDED UPON REQUEST TO THE RFQ COORDINATOR LISTED IN RFQ SECTION 4.1.1.

See Attached: Discount Form Workbook XLS

Follow Instructions on the "Instructions for Respondents" tab in the attached Excel document

Scope of Work and Equipment Specifications

Scope of Work and
Equipment Specifications
for
Statewide Ground Maintenance Equipment/UTVs
All Manufacturers/Dealers
RFQ 32110-14102
State of Tennessee
Department of General Services,
Central Procurement Office

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Section One: General Solicitation Instructions

1.1 Purpose

The State of Tennessee is seeking to establish a statewide contract to establish a source or sources of supply for the acquisition of ground maintenance equipment for all state agencies, local governmental units within the geographic limits of the State of Tennessee, any private nonprofit institution of higher education chartered in Tennessee, and any corporation which is exempted from taxation under 26 U.S.C. Section 501(c) (3) as amended and which contracts with the Department of Mental Health and Mental Retardation to provide services to the public (T.C.A. 33-2-401 et seq.). Contract(s) resulting from this Request for Qualification (RFQ) shall be required use by state agencies and permissive use for all Local Governments, Private Non-Profit Institutions of Higher Education and Eligible Non-Profit Agencies. Manufacturer/Dealer(s) agree to furnish the specified equipment to all authorized contract users at the same price and under the same terms and conditions offered in this response.

The State of Tennessee invites all manufacturers, in association with their authorized dealers, to extend their most favorable percentage off catalog pricing to the State, its agencies and political subdivisions. The State has determined that responses will be considered from manufacturers that provide a percentage off catalog pricing as defined in Section 2.4 of this solicitation on standard equipped ground maintenance equipment and all factory installed options. The State also intends to take all incentives, rebates and optional equipment discounts offered by the manufacturer at time of purchase.

1.2 Key Outcomes

The State of Tennessee wishes to contract with manufacturers/dealers whose responses best meet the key outcomes established in this section. In pursuing this contract the State seeks to accomplish the following:

1. Establish a comprehensive, cost effective program for the acquisition of ground maintenance equipment.
2. Establish a broad network of dealerships, representing a broad spectrum of equipment manufacturers, able to meet state needs for ground maintenance equipment.
3. Expand access to the entire lineup of manufacturer equipment makes and models.
4. Meet State and Federal "green" requirements
5. Simplify pricing and contract terms to drive cost savings for ground maintenance equipment acquisition.

1.3 Scope

This Request for Qualification (RFQ) covers ALL model year equipment including alternative fuel equipment currently under production or that will be placed into production by manufacturers under each manufacturer's program. All manufacturers are invited and encouraged to submit a response. Ground maintenance equipment covered by this solicitation, and any resulting contract, shall include commercial grade small, midsize, and full size mowers, lawn tractors, push and self-propelled mowers, zero turn mowers, reel mowers, specialized golf course equipment, hand held equipment (such as trimmers, blowers, chain saws) sub-compact tractors (up to 52 HP), and UTVs. This includes Hybrids, Electrics, Flex Fuel Equipment (FFE), Compressed Natural Gas (CNG), Liquefied Petroleum Gas (LPG), and other Alternative Fuel Vehicles (AFV). This solicitation will not include large tractors (over 52 hp.), flex-wing mowers, boom mowers, flail mowers, slope mowers, or single rider ATV's. The introduction of any new models or series by the manufacturer, not initially included in a contract shall be incorporated into the contract when introduced by the manufacturer.

This RFQ and subsequent contracts awarded from this RFQ are for equipment purchases only. Leasing of equipment is not a part of this RFQ and will not be part of the resulting contracts.

1.4 Contracting Approach

The State intends to award contracts per manufacturer per category, in each category to this RFQ. (See Special Terms and Conditions: (18) Multiple Award – Per Manufacturer/Dealer per Category; (19) Award Criteria.

1.5 Current Environment

The following are estimates of what the State spent for Fiscal Year 2014. These estimates are based on previous usage and are not to be considered by the Manufacturer/Dealer as a commitment by the State to purchase any specific equipment. All quantities are estimates only and the State shall not be obligated to purchase a minimum quantity of equipment. Quantities are not guaranteed.

Dates	Agency	Expenditure
4/01/2013 to 03/25/14	Local Purchases	Unknown
4/01/2013 to 03/25/14	SWC 248, UTV's	\$239,330.00
4/01/2013 to 03/25/14	Ground Maintenance Equipment	\$259,129.75

1.6 Definition of Terms and Acronyms

Terms/ Acronyms	Definition
AFV	Alternative Fuel Vehicle
ANSI	American National Standards Institute
CNG	Compressed Natural Gas
Customer	Any authorized entity utilizing this contract for the purchase of ground maintenance equipment
EPA	United States Environmental Protection Agency
FFV	Flexible Fuel Vehicle
Golf Course Maintenance Equipment	Reel Mowers, Fairway and Green Mowers, specialized equipment including aerators, rakes, sprayers, etc.
Hand Held Maintenance Equipment	Weed Trimmers, Blowers, Chain Saws, etc.
HEV	Hybrid Electric Vehicle
RFQ	Request for Qualification
LPG	Liquefied Petroleum Gas
Lawn Tractors	Commercial Grade, Riding lawn mower
Mandatory Pricing Form	Catalog or Catalog Extract with Equipment and Accessories/Optional Equipment Pricing, Percentage Discount offered, and Prompt Pay Discount
NSC	National Safety Council
Sub-Compact Tractor	Tractors up to 52 hp.
UTV	Utility Terrain Vehicle
Walk behind Mower	Commercial Grade, Push, self-propelled lawn mower
Zero Turn Mowers	Commercial Grade, Zero degree turning radius (includes front and mid mount mowers)

Section Two: Specifications

2.1 **General Requirements**

2.1.1 Dealer Account Manager

Each contracted Manufacturer/Dealer shall be responsible for identifying a single point of contact that will be the Account Manager for the State contract. The Account Manager will be responsible for:

- A. Receiving electronic transmittal of equipment specifications
- B. Coordinating responses to Customers
- C. Assisting Customer with ordering of equipment as may be necessary
- D. Assisting Customer with contract as may be necessary
- E. Coordinating with the State Contract Manager as may be necessary

Manufacturer/Dealers may wish to provide information for a secondary contact at their dealership who will act as a backup to the Account Manager should the Account Manager be unavailable for any reason. Dealers wishing to provide this information should do so when submitting their response, and should keep the State Contract Manager updated as to any changes to these contacts.

2.1.2 Manufacturer Build-Out / Order Deadlines

Awarded vendor(s) shall furnish State Contract Manager with order deadlines in writing by model series number a minimum of thirty (30) days prior to deadline. Order deadlines not designated by series number will not be accepted. Awarded vendor(s) shall be responsible for fulfilling all purchase orders issued pertaining to each series in which a deadline has not been provided in accordance with the stated requirement. Only one order deadline will be permitted for each model series.

Model year build out order deadline will be posted for each manufacturer's model as they become available. After model year build out deadline, "in stock" models may be available through the contract from the awarded contract dealers. Agencies should contact the awarded contract dealer for availability and delivery for orders placed after the deadline has passed.

2.1.3 Federal and State Standards

It is the intent of the State of Tennessee that all specifications herein are in full and complete compliance with all United States of America and State of Tennessee laws, requirements, and regulations applicable to the type and class of Commodities and contractual services being provided. This includes, but is not limited to, Federal Motor Equipment Safety Standards, Occupational Safety and Health Administration, and/or Environmental Protection Agency Standards. In addition, any applicable federal or State legislation that should become effective during the term of the Contract, including any renewals, regarding the Commodities and contractual services shall immediately become a part of the Contract. The Contractor must meet or exceed any such requirements of the laws and regulations. If an apparent conflict exists, the Contractor must contact the State Contract Manager immediately to rectify.

2.1.4 Equipment Warranty

The Standard Manufacturer Warranty shall apply to all models.

A properly executed warranty must be delivered with the equipment. The warranty shall not become effective until the unit is delivered. The warranty shall not be affected by any aftermarket equipment installed on the delivered equipment, including paint. For warranty of aftermarket equipment and/or paint, Dealer may utilize a third party warranty to meet this requirement.

2.1.5 Recall Notices

Manufacturer/Dealers shall notify the State within 24 hours of any equipment recall due to safety-related defects, lack of compliance with federal safety standards or failure to meet federal emissions standards, whether ordered by the manufacturer or the Nation Safety Council (NSC), or the American National Standards Institute (ANSI). Upon notification, Manufacturer/Dealer shall work with the State to develop a remediation plan to correct the problem for equipment affected by the recall purchased under the contract in a timely manner.

2.2 Equipment Ordering

The following describes the ordering process that customers will be required to utilize when purchasing equipment through this contract. Exceptions to the process may be provided in certain circumstances to be determined on a case-by-case basis by the Central Procurement Office.

2.2.1 Electronic Transmittal of Request for Quote per Specifications

The Customer shall electronically transmit approved equipment specifications to awarded Dealers in the region where the equipment will be delivered. Specifications shall include the following information:

Detailed equipment Specifications
Equipment Delivery Requirements/Schedule
Equipment Delivery Location

Electronic transmission of the specifications may be provided through e-mail or through use of a secure website provided by the Dealer.

2.2.2 Request for Quote per Specifications

Upon receipt of a request for quote that includes equipment specifications from the Customer, dealer shall have up to 48 hours to electronically transmit a quote to the Customer including the following information:

- Equipment being proposed to meet specification;
- Detailed equipment specifications;
- Detailed list of optional equipment and/or manufacturer/third party installed equipment that must be added to meet specification;
- Estimated delivery date of equipment (If a certain delivery timeframe is required by the State it will be included in the request for quote)

In addition, Dealer shall provide detailed pricing for the proposed equipment/s, including the following information:

- A. Base equipment invoice pricing (If multiple equipment is being requested, volume discount pricing should be provided);
- B. Invoice pricing for all optional equipment (as required);
- C. Invoice pricing for all manufacturer installed equipment (as required);
- D. Volume incentives being offered;
- E. Manufacturer and/or dealer incentives being offered;
- F. Net Invoice Pricing for equipment (Catalog pricing less percentage discount);
- G. Total cost of equipment.

Electronic transmission of the quote back to the customer may be provided through e-mail or through use of a secure website provided by the Dealer.

2.2.3 Equipment Ordering

During the life of this contract/s after receipt of all Manufacturer/Dealer price sheets, the Customer shall review all pricing to verify that the quotes meet the provided specifications. The Customer will then make a determination as to which equipment to order. Customer shall then place a Purchase Order with the Manufacturer/Dealer in the prescribed method for the equipment that has been identified as the best option to the customer.

Manufacturer/Dealer shall provide ordered equipment with all manufacturer equipment offered as standard equipment for each model, and shall not delete options at time of order.

Electronic transmission of the Purchase Order may be provided through e-mail or through use of a secure website provided by the Manufacturer/Dealer.

2.3 Equipment Delivery

2.3.1 FOB Destination

All deliveries of equipment purchased under this contract shall be FOB Destination. Delivery destination will be at the discretion of the Customer.

2.3.2 Hour Meter Reading

The maximum hours allowable for any equipment to be considered acceptable will be 3 hours. It will be the responsibility of the successful Respondent to make required arrangements to insure that the hour meter reading does not exceed the maximum hours listed when equipment is delivered to the using agency for final acceptance.

2.3.3 Delivery & Pre-Delivery Inspection

Prior to delivery of any equipment, the dealer should make arrangements with the ordering entity for the purpose of scheduling delivery and conducting an inspection of the equipment. All equipment is subject to inspection to establish conformity to specifications prior to acceptance. Equipment shall be ready for immediate operation. Pre-delivery servicing and adjustments shall include, but is not limited to, the manufacturer's recommendations as well as the following:

- A. Complete lubrication of operating chassis, engine, and mechanisms with Manufacturer's recommended grades of lubricants;
- B. Check / Fill all fluid levels to assure proper fill;
- C. Adjust engine(s)/motor(s)/drive(s) to proper operating condition(s);
- D. Check to assure proper operation of all accessories, gauges, lights, and mechanical and hydraulic features;
- E. Inspect electrical, braking and suspension systems; Charge battery

- F. Inflate tires to optimal pressure
- G. Fill gas tank(s) with gas and/or alternative fuel up to \$5.00
- H. Equipment must be clean and thoroughly detailed prior to delivery. Equipment must be delivered free of any decal or other attached item identifying the dealer. The equipment is expected to be completely cleaned and operational at the time of delivery/pickup.
- I. All factory defects must be corrected prior to delivery
- J. Two (2) pre-tested keys when applicable. The equipment key code must be provided, attached to the keys
- K. The State, at its discretion, may request installation of State provided decals

2.3.4 Documentation

The following items should be delivered with each equipment purchase:

- A. Completed Pre-Delivery Inspection Form
- B. Operators (owners) Manual
- C. Manufacturer's Warranty Information
- D. Dealer Specification Quote (when applicable)
- E. State Supplied Purchase Order
- F. Manufacturer/Dealer Invoice

Alternatively, Customer may request that the above items be delivered to a central location or office prior to equipment delivery.

2.4 Equipment Pricing

2.4.1 Equipment Pricing

Equipment pricing paid by Customers under this contract shall be Percentage Discount from Catalog [Pricing. Net](#) Invoice Pricing is calculated as follows:

Cost Component	RFQ Reference	Brief Description	Impact to Cost (Add/Subtract)
Catalog Base Price	2.4.2	The Catalog price shall be the MSRP List Price of the standard equipped model.	N/A
Accessories/Optional Equipment	2.4.3	Accessories/Optional Equipment selected by the Customer as part of their specification	Add
Manufacturer Percentage Discounts, Incentives and Rebates	2.4.4	Any percentage discounts, incentives or rebates offered by the Manufacturer, Dealer or Both for standard equipment, accessories/optional equipment or for volume purchased.	Subtract

2.4.2 Catalog Base Price

The Catalog Base price of the equipment will be the starting cost for all equipment purchases under this contract. The Base Catalog price shall be the MSRP List Price of the standard equipped model.

2.4.3 Accessories/Optional Equipment

Any accessories/optional equipment selected by the Customer and installed by the manufacturer shall be provided at the catalog price.

2.4.4 Dealer and Manufacturer Discounts, Incentives & Rebates

The State intends to take all available discounts, incentives and rebates, offered by the Manufacturer, the Dealer, or both, including any volume incentive rebates, government response assistance, incentives, standard equipment

discounts, optional equipment discounts, and all other discounts offered to the ordering entity by the manufacturer. These discounts shall be quoted in the Request for Quote per Specification stage of the ordering process. Where discounts may not be able to be taken together due to specified restrictions, Dealer must seek to identify the package of discounts that is most beneficial to the State.

RFQ #32101-14102 TERMS AND CONDITIONS



Standard Terms and Conditions

Instructions to Respondents:

1. Read the entire response, including all terms and conditions and specifications.
2. I (we) agree to strictly abide by all the statutes and terms contained in the rules of the Department of General Services, Central Procurement Office which are by reference made a part hereof, in addition to the Standard and Special Terms & Conditions, and Specifications embodied in this Invitation to Response.
3. IMPORTANT: By submitting the response, the Respondent certifies compliance with the above and further certifies that this response is made without collusion or fraud.
4. State statutes require that all Respondents be registered prior to the issuance of a contract or a purchase order. Vendors/Respondents can register online at the State of Tennessee Supplier Portal: <https://supplier.edison.tn.gov>.
5. I (We) propose to furnish and deliver any and all of the supplies, services, and/or other commodities named in the Invitation to Response, and for which I (we) have set prices in my (our) offering.
6. It is understood and agreed that this response, when certified by authorized signature, shall constitute an offer, which when accepted in writing by the Department of General Services, Central Procurement Office, and subject to the terms and conditions of such acceptance, will constitute a valid binding contract between the State of Tennessee and the Vendor/Contractor (Respondent) submitting such offering.
7. By my (our) written signature on this response I (we) guarantee and certify that all items included in the response meet or exceed any and all State specifications covering such items. I (We) further agree, if awarded a contract or purchase order as a result of this response, to deliver such commodities, service or merchandise which meet or exceed the specifications.
8. It is understood and agreed that no contract may be assigned, sublet, or transferred without the written consent of the Central Procurement Office.
9. The inclusion in any response of a limitation of remedies or liabilities clause may be cause for rejection, unless otherwise specified in this solicitation or in accordance with the provisions of *Tennessee Code Annotated* § 12-3-701 or Central Procurement Office Rules, policies or procedures.

10. All Respondents have the right to inspect the response file, prior to award, upon completion of the evaluation by the Central Procurement Office. Interested Respondents should contact the Purchasing Agent following the response opening date or once the file is open for the seven (7) day inspection period. A "File Open for Inspection" letter will be sent to all Respondents detailing the Respondent(s) recommended for award and the evaluated award amount(s). Upon request, a reasonable opportunity to inspect the response file will be provided to the Respondent. If there is no request to inspect the response file by the end of the seven (7) day inspection period, the Purchasing Agent will proceed with the award.

11. Protest by Vendor: Pursuant to Tenn. Code Ann. § 4-56-103, any actual proposer may protest. Please refer to the Central Procurement Office's website to obtain a copy of the protest procedures and protest bond requirements or contact the sourcing analyst or category specialist at 615-741-1035. The website for the Central Procurement Office is as follows:
[http://tn.gov/generalserv/cpo/for Respondents.html](http://tn.gov/generalserv/cpo/for_Respondents.html)

12. Subject to paragraph 13, the Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys for the State in the event such service is necessitated to enforce the terms of this Contract or otherwise enforce the obligations of the Contractor to the State.

In the event of any such suit or claim, the Contractor shall give the State immediate notice thereof and shall provide all assistance required by the State in the State's defense. The State shall give the Contractor written notice of any such claim or suit, and the Contractor shall have full right and obligation to conduct the Contractor's own defense thereof. Nothing contained herein shall be deemed to accord to the Contractor, through its attorney(s), the right to represent the State of Tennessee in any legal matter, such rights being governed by Tennessee Code Annotated, Section 8-6-106

13. Contracts are entered into solely for the convenience of the State of Tennessee. The vendor/contractor understands and agrees that the State of Tennessee, as a signatory party to a contract, is solely responsible for its performance, and that the officers and employees of the Department of General Services, Central Procurement Office, act exclusively as agents of the State for the award, consummation, and administration of contracts and are not personally liable for any performance or nonperformance by the State.

14. A response must be received in the Central Procurement Office on or before the date and hour designated for the response opening or the response will be rejected.

15. The Central Procurement Office may reject any or all responses. Action to reject all responses shall be taken only for unreasonably high prices, errors in the response, cessation of need, unavailability of funds, or any other reason approved by the Procurement Commission. The Procurement Commission has authorized rejection of all responses for failure to secure adequate competition. If an ITB is to be re-advertised, all prior responses shall remain closed to inspection until the evaluation of the re-advertisement is complete.

16. All present and former employees or officials of the State are referred to Tennessee Code Annotated 12-4-103.

Any individuals with disabilities who wish to participate in public meetings such as a scheduled pre-response conference or other scheduled function should contact the Central Procurement Office to discuss any auxiliary aids or services needed to facilitate such participation. Such contract may be in person, by writing, telephonically, or otherwise, and should be made no less than ten (10) days prior to the scheduled event, to allow time for the Central Procurement Office to provide such aid or service.

19. No person on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal and/or Tennessee State Constitutional and/or statutory law shall be excluded from participation in, or denied benefits of, or be otherwise subjected to discrimination in the performance of the Contract or in the employment practices of the vendor/contractor. The vendor/contractor shall, upon request,

show proof of such non-discrimination, and shall post in conspicuous places, available to employees and applicants, notices of non-discrimination.

20. TAXES: Purchases of goods by the State of Tennessee are exempt from Tennessee sales and use tax pursuant to Tenn. Code Ann. 67-6-329(a) (4), and the state is generally exempt from Federal excise tax. Contractors are subject to Tennessee sales and use tax on all materials and supplies used in the performance of a contract, whether such materials and supplies are purchased by the contractor, produced by the contractor, or provided to the contractor by the State, pursuant to Tenn. Code Ann. 67-6-209. The contractor agrees to pay all taxes incurred in the performance of an awarded contract.

State agencies which procure products for the purpose of resale shall register with the Department of Revenue. Upon registration the agency will issue resale certificates to the successful contractor(s) for products procured for resale. The agency is responsible for the collection of the appropriate sales or use tax when the product is sold.

21. Exceptions to terms and conditions and/or those proposed by the Respondent which may vary from the solicitation may render the response unresponsive and subject the response to rejection.

22. Unless otherwise stated, all goods called for by a purchase order must be tendered in a single delivery in compliance with the delivery time specified and payment is due only on such tender. Partial shipments and/or back orders will only be accepted with receiving agency's prior authorization.

23. All products, materials, supplies and equipment offered and furnished must be new, of current manufacturer production, and must have been formally announced by the manufacturer as being commercially available as of the date of the response opening, unless otherwise stated in this event.

24. Manufacturers of chemical products which are the subject of purchase contracts for the State of Tennessee shall list and maintain a material safety data sheet (MSDS) for such chemical products on the national MSDS search repository or on the manufacturer's website so that such information can be accessed by means of the Internet. A site operated by or on behalf of the manufacturer or a relevant trade association is acceptable so long as the information is freely accessible to the public. In lieu of posting a MSDS on MSDSSEARCH, a Respondent shall include the manufacturer's universal resource locator (URL) for its MSDS in the event. For purposes of this MSDS requirement, the Department of General Services recognizes the following URL for national MSDS search repository: MSDS-SEARCH, which can be accessed on the internet at: <http://www.msdssearch.com>.

Conflict of Interest: The State may not consider a solicitation response from an individual who is, or within the past six (6) months has been, a state employee. For purposes of this solicitation, an individual shall be considered to be a "state employee" and prohibited from submitting a response to this solicitation for six (6) months after such time as all compensation for salary, termination pay, and annual leave has been paid to such state employee. A contract with or a solicitation response from a company, corporation, or any other contracting entity in which a controlling interest is held by a state employee shall be considered to be a contract with or a solicitation response from a state employee as though the state employee were submitting a response or entering a contract on his or her behalf. Notwithstanding the foregoing, a contract with or a solicitation response from a company, corporation, or any other contracting entity that employs an individual who does not own a controlling interest in such entity and who is, or within the past six months has been, a state employee shall not be considered a contract with or a solicitation response from a state employee and shall not constitute a prohibited conflict of interest.

26. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The contractor agrees that it will be subject to the exclusive jurisdiction of the courts of Tennessee in actions that may arise under this contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under Tennessee Code Annotated, Section 9-8-101 through 9-8-407.

27. State and Federal Compliance: The contractor shall comply with all applicable state and federal laws and regulations in the performance of this contract.

28. Professional Licensure and Department of Revenue Registration: All persons, agencies, firms, or other entities that provide legal or financial opinions, which a Proposer provides for consideration and evaluation by the State as a part of a proposal in response to this solicitation, shall be properly licensed to render such opinions. Before the Contract resulting from this solicitation is signed, the apparent successful Proposer (and Proposer employees and subcontractors, as applicable) must hold all necessary, appropriate business and professional licenses to provide service as required. The State may require any Proposer to submit evidence of proper licensure. Before the Contract resulting from this solicitation is signed, the apparent successful Proposer must be registered with the Department of Revenue for the collection of Tennessee sales and use tax. The State shall not award a contract unless the Proposer provides proof of such registration. 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.

29. Prohibition of Illegal Immigrants: The requirements of State of Tennessee's Public Acts, 2006, Chapter Number 878 and Executive Order 41 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.

As required by Public Acts, 2006, Chapter Number 878, no person may enter into a contract to supply goods or services to the State without first attesting in writing that the person will not knowingly utilize the services of Illegal Immigrants in the performance of this contract, and will not knowingly utilize the services of any subcontractor who will utilize the services of Illegal Immigrants in the performance of this contract. For purposes of this contract, "Illegal Immigrant" shall be defined as any person who is not either a United States citizen, a lawful permanent resident, or a person whose physical presence in the United States is authorized or allowed by the department of homeland security and who, under federal immigration laws and/or regulations, is authorized to be employed in the U.S. or is otherwise authorized to provide services under the contract. The contractor hereby attests, certifies, warrants, and assures that it shall comply with this term and condition for the entire contract period.

The contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Public Chapter 878 of 2006 for acts or omissions occurring after its effective date. This law requires the Commissioner of Finance and Administration to prohibit a contractor from contracting with, or submitting an offer, proposal, or response to contract with the State of Tennessee to supply goods or services for a year after a contractor is discovered to have knowingly used the services of illegal immigrants during the performance of this contract. The contractor may appeal the imposition of the one-year prohibition by utilizing an appeals process established by the Commissioner of Finance and Administration.

As per Executive Order 41, the contractor shall be required to submit semi-annual Attestation Forms and obtain a signed Attestation Form from any subcontractor prior to the use of the subcontractor and semiannually thereafter during the contract period. The records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State. Records shall include but are not limited to the following:

Documentation on contractors' employees and subcontractor personnel working on this contract showing that they are legal to work in the United States and payroll records.

Signed and dated Attestation Forms for your company that have been submitted to the Central Procurement Office and Attestation Forms obtained from subcontractor(s).

Note: The contractor shall be required to obtain prior approval to subcontract from the Central Procurement Office.

By authorized signature on this Response the contractor constitutes signing the Attestation Form for the initial six (6) months of the contract period. The contractor shall be required to submit signed Attestation Forms on a semi-annual basis from the start date of the contract period through to its completion date to the Central Procurement Office. Such attestations shall be maintained by the contractor in a permanent file on the vendor premises and made available to State officials upon request. The State of Tennessee provides an "approved Attestation Form" to support the reaffirmation process. The form can be accessed and printed from the internet at <http://tn.gov/generalserv/cpo/for Respondents.html>

30. Modifications and Amendments: 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 Chief Procurement Officer, the Commissioner of Human Resources, and the Comptroller of the Treasury).

31. Records - Examination/Audit: The state may, at reasonable times, examine/audit the books and/or records of any vendor/ contractor where such books and/or records relate to the performance of any contract or subcontract with the state. Such books and records shall be kept in conformity with generally accepted accounting principles and maintained by the vendor/contractor or subcontractor for a period of three (3) years from the date of final payment under the prime contract or subcontract. Said examination/audit may be performed at any reasonable time by the Central Procurement Office, the Comptroller of the Treasury, or their duly appointed representative(s).

32. HIPAA Compliance: The State and Contractor shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health (HITECH) Act and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules").

- a. Contractor warrants to the State that it is familiar with the requirements of the Privacy Rules, and will comply with all applicable requirements in the course of this Contract.
- b. Contractor warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of the Contract so that both parties will be in compliance with the Privacy Rules.
- c. The State and the Contractor will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and Contractor in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the parties under this Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the parties to receive or deliver such information without entering into a business associate agreement or signing another such document.
- d. The Contractor will indemnify the State and hold it harmless for any violation by the Contractor or its subcontractors of the Privacy Rules. This includes the costs of responding to a breach of protected health information, the costs of responding to a government enforcement action related to the breach, and any fines, penalties, or damages paid by the State because of the violation.

33. 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 offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
- c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
- d. have not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Contractor shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified.

B. Special Terms and Conditions

1. F.O.B. Destination (Statewide Contract)

All state agencies, local government agencies and authorized non-profit enterprises located within the State of Tennessee.

2. Term of Contract - Multi-Year

Total Number of Years if all options are exercised: 4

Initial Contract Term with Two (2) Renewals

Start Date: February 01, 2015

Initial End Date: January 31, 2017

Final End Date: January 31, 2019

The anticipated effective (start) date and expiration (end) dates of the contract are shown above. If award has not been made by the anticipated effective date, then the contract shall become effective upon the date the response is accepted and contract awarded by the State, as indicated by the purchasing agent's signature on the contract notice of award (note: the change of effective date may not result in a change of the anticipated expiration date.)

RENEWAL OPTIONS: This contract may be renewed upon satisfactory completion of the initial contract term. The State reserves the right to execute up to the number of renewal options listed above annually under the same terms and conditions for a period not to exceed 12 months each by the State. It is mutually understood and agreed that the State's commitment is limited to a base term contract, not to exceed twelve (12) months, which is subject to renewal annually at the State's sole option.

It is understood and agreed that the State reserves the right to extend the term contract period resulting from this solicitation an additional period of time, not to exceed 180 days beyond the normal expiration date of such contract, upon mutual written agreement by both parties, under the same terms and conditions. Provided, however, in no event shall the maximum term of a contract exceed a total of sixty (60) months.

3. Volume, Multi-Year

The total purchases of any individual item on the contract are not known. The Central Procurement Office has attempted to give an accurate total estimate of probable purchases of each item from the current contract period and projected estimates for the new contract(s) period. The Central Procurement Office does not guarantee that the state will buy any or all estimated amounts of any specified item or any total amount.

Purchases Current Contract Period \$ 498,459.00

Dates: From April 01, 2013 to May 15, 2014

Estimated Funding New Contract Period

1st 12 MONTHS	\$500,000.00
2nd 12 MONTHS	\$500,000.00
3rd 12 MONTHS	\$500,000.00
4th 12 MONTHS	\$500,000.00

The vendor/contractor will only be paid for products or services rendered hereunder pursuant to purchase order releases issued to vendor/contractor from the state. The vendor/contractor is not entitled to be paid the maximum liability for any one year under the contract or any extensions of the contract for product or service not requested by the state. Maximum liability represents available funds for payment to vendor/contractor and does not guarantee payment of any such funds to the vendor/contractor per year under this contract unless the state requests product or service and vendor/contractor provides said product or service. The state is under no obligation to request product or service from vendor/contractor in any specific dollar amounts per year under this contract and the state may not request any product or service at all from vendor/contractor during the contract period.

- 4. Responses Requested on Standard State Specifications for Products and/or Services** Unit price responses are requested on products or services that equal or exceed (unless specifications limit the dimensions or brand(s)/model(s) of products to be response). The absence of detailed specifications or the omission of detail description shall be recognized as meaning that only the best commercial practices are to prevail and that only first quality materials and workmanship are to be used. All interpretations of specifications shall be made from this statement. It is understood that the specifications or references to available specifications shall be sufficient to make the terms of such specifications binding on the vendor/contractor. Respondents must submit for response evaluation applicable cuts, sketches, descriptive literature, and technical specifications covering the product offered, when applicable. Reference to literature submitted previously will not satisfy this requirement. Responses requested on architect/engineer/designer specifications, if applicable.

Responses are to be lump sum and/or unit prices as shown on the price sheet. Any errors or omissions in plans or specifications shall be resolved prior to submission of a response. Submission of a response shall constitute agreement and compliance with such specifications and plans. All shop drawings and product sheets required by specifications shall be submitted to architect/engineer/designer prior to fabrication and/or installation.

5. Factory Installed Options

This solicitation has attempted to give an accurate estimate of the required optional items to be used in the evaluation and award of this contract. Factory options, other than those specifically listed within this solicitation, shall be made a part of this statewide contract and available for purchase. The price shall be the discount from catalog price as confirmed by the applicable Manufacturers Pricing Publication. These options shall be itemized and priced on each purchase order.

6. Substitution

Substitution of one or more goods, brands or manufacturers after the contract is awarded is expressly prohibited unless approved in writing by the State. The State may, at its discretion, require the contractor to provide one or more substitute goods of equal quality, subject to the approval by the State, for the same price and on the same delivery terms, if one or more goods for which the contract was awarded becomes unavailable to the contractor.

7. Response Offer Expiration

The state shall have sixty (60) days to accept the response.

8. Delivery Time (Days)

All items must be delivered within approximately 90 days after receipt of a purchase order (ARO).

9. Minimum Order

There are no minimum order requirements.

10. Freight F.O.B. State and Local Government Agencies (Dock)

All quotations shall be F.O.B. destination. The term F.O.B. destination shall mean delivered and unloaded onto the receiving dock of any state agency and, when applicable, any local government agency or authorized corporation within the State of Tennessee, with all charges for transportation and unloading prepaid by the vendor/contractor.

11. Firm Response Price Period (Price Increase Allowed After Time Frame)

Percentage discounts quoted shall be firm for the term of this contract, except in the event an unexpected charge is imposed on the contractor holder by federal, state, county or city government entity during the term of the contract. The vendor/contractor may invoice the customer for the imposed charge amount as long as it provides proof (invoice or statement, etc.) of the imposed charge to the user agency. The state shall also be advised of and receive the benefit of any price decrease in excess of five (5) percent automatically. The vendor/contractor holder must provide written price reduction information within ten (10) days of its effective date. Requests for price changes based on vendor/contractor's cost: Written requests for price changes based on vendor/contractor's actual cost for other than an imposed charge by federal, state, county, or city government entity after the firm price period shall be submitted in writing to the Central Procurement Office. Any increase shall be based on the vendor's/contractor's actual cost increase, may not constitute additional profit as shown in written cost documentation and must contain data establishing or supporting the general or industry wide nature of the change. At the option of the state, (1) request may be granted, (2) the contract may be canceled and awarded to the next low Respondent, (3) the contract may be canceled and the commodity/service be re-advertised for award, or (4) continue the contract without change. The Central Procurement Office will accept or reject all such written requests within forty-five (45) working days of the date of receipt of complete and verified documentation. Approval of Price Increases: If approved, the Central Procurement Office will modify the contract to reflect the approved price increase and issue the revised contract. The vendor/ contractor shall honor all purchase orders dated prior to the approved price increase acceptance date at the original contract price. Approval of any price increase renews the firm price period. Price Increase Rejection: When the state rejects a request for a price increase, the vendor/ contractor will be notified in writing of the state's intention. If the contract is to be canceled, the vendor/contractor shall be notified of the cancellation date via certified mail. The vendor/ contractor will be required to honor all purchase orders that were prepared and dated prior to the date of the cancellation, if received by the vendor/contractor within a thirty (30) days following the date of the cancellation.

12. Escalator: Automatic, Catalog or Price List

Unit prices listed in the specific catalog or price list offered shall constitute the base price unit or unless changed by the publisher of the catalog or price list. A vendor/contractor may increase and shall decrease the price of individual products during the term of the contract to reflect changes in the catalog or price lists. The vendor/contractor agrees to furnish proof of such price changes upon request. Catalogs must be identified by a date and may only be refreshed no more than every six (6) months.

13. Vendor Reporting

Contract vendors will be required to submit reports validating contract purchases, including purchases made by local governments, by period, line item and receiving location. Reports will detail at a minimum the following information:

1. Contract Number
2. Contract Line Item Number
3. Commodity Description
4. Line Item Quantity Purchased
5. Line Item Dollar Amount (Volume) Purchased

Additional report details may be required with a thirty (30) day written notice.

Reports are due at the Central Procurement Office in the first week of each quarter of the contract period.

Reports must be submitted electronically or by digital appliance in Microsoft Excel format. Additional reports may be requested in writing by the Contract Administrator with a thirty (30) day written notice to the vendor.

14. Respondent's Qualification

Respondents must, upon request of the state, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions and specifications. The Assistant Commissioner, Department of General Services, Central Procurement Office, reserves the right to make the final determination as to a Respondent's ability to perform.

15. Insurance Required

The successful Respondent(s) shall procure and maintain for the duration of the contract, at their own cost and expense insurance against claims for injuries to persons or damages to property including contractual liability which, may arise in connection with the performance of the work performed by the contractor, his agents, representatives, employees or subcontractors under the contract.

The insurance carrier(s) must be licensed to conduct business in the State of Tennessee. The insurance will be evidenced by an original or .pdf format document certificate of insurance. The certificate shall list the State of Tennessee as the certificate holder and must list the company name and address on file with the State. Should any of the policy coverage(s) provided have a major change, expire, or be canceled before the expiration date the Contractor shall fax or email vendor.insurance@tn.gov, a copy of their insurer's cancellation notice within two (2) business days of receipt. The State of Tennessee shall be held harmless for any injuries, claims or judgments against the contractor.

Certificates for liability coverage's shall name the State of Tennessee Central Procurement Office as an additional insured. The following Insurance Coverage's are required:

Workers' Compensation Insurance: a certificate shall be provided which indicates the contractor provides workers' compensation coverage in compliance with the state laws of Tennessee., and Employer's Liability with the following limits:

E.L. Each Accident	\$500,000
E.L. Disease- Each Employee	\$500,000
E.L. Disease - Policy Limit	\$500,000

General Liability and Property Damage Insurance: Comprehensive General Liability Insurance, including but not limited to, bodily injury, property damage, contractual liability, products liability, with combined single limits of \$500,000 per occurrence with a minimum aggregate of \$1,000,000.

The successful Respondent(s) shall provide the Central Procurement Office with an original certificate of insurance or .pdf format document as proof of insurance coverage, as stated above, naming the State of Tennessee, Central Procurement Office as additional insured, within ten (10) business days after request. If the certificate of insurance is in .pdf format, it must be received directly from the insurance company.

Upon award, failure to maintain insurance coverage for the duration of the contract period may result in cancellation of the contract. In the event that the insurance policy on file in the Central Procurement Office expires or is canceled, the contractor will be required to cease work until proof of insurance is presented.

16. Inspection/Facilities

The Central Procurement Office may inspect the facilities of any Respondent or may require additional information regarding a Respondent's ability to perform the proposed contract. Responses

may be rejected for lack of apparent ability to perform the proposed contract.

17. Inspection of Materials, Equipment and Products

All materials, equipment, and products are subject to inspection and testing. Items that do not meet specifications will be rejected. Failure to reject upon receipt does not relieve the vendor/contractor of liability. When subsequent tests after receipt are conducted and when such tests reveal damage or failure to meet specifications, the state may seek damages regardless of whether a part of all of the merchandise has been consumed.

18. Multiple Award Per Manufacturer/Dealer Per Category

The state intends to award a contract to all responsive and responsible manufacturer/dealer(s) per category. Manufacturers/dealers may win awards in more than one category.

Categories are:

- Utility Terrain Vehicles (UTV's)
- Walk Behind Self Propelled Mowers
- Lawn Tractors
- Zero Turn Mowers
- Commercial Front and Wide Area Mowers
- Golf Course Maintenance Equipment
- Hand Held Tools and Equipment
- Sub Compact Tractors

19. Award Criteria

An award shall be made to the responsive and responsible respondent considering the following:

- Ability to Perform
- Conformity to Specifications
- Successful evaluation of the Mandatory Requirements in Attachment A

20. State Contract Administrator

Questions or problems arising from response procedures or subsequent order and delivery procedures should be directed to:

State of Tennessee
Department of General Services,
Central Procurement Office
3rd Floor, William R. Snodgrass, Tennessee Tower
312 Rosa L. Parks Avenue
Nashville, TN 37243-1102
Attn: Clyde Hicks
615 741-2026
Clyde.Hicks@tn.gov

21. Purchase Order Release (Statewide)

Orders for products or services that are included on statewide contracts shall be prepared by agencies on departmental purchase orders and forwarded directly to the vendor/contractor. These purchase orders, when received by the vendor/contractor, serve as authorization for shipment of product(s) or start of

service.

Products from different contracts issued for the same statewide may be combined on a single purchase order to the same vendor/ contractor to meet minimum order requirements. Local government agencies or authorized corporations, where applicable, will issue their purchase order releases directly to the vendor/contractor.

Billing Instructions:

The vendor/contractor shall invoice the state only after product has been received by the user agency or upon completion of the service described in the purchase order/contract, unless otherwise authorized in writing by the user agency and as required below prior to any payment.

The contractor shall submit an invoice, with all necessary supporting documentation, to the state agency billing address. Such invoice shall clearly and accurately detail the following required information:

1. Invoice/reference number; (assigned by the contractor);
2. Invoice date;
3. Contract and/or purchase order number; (assigned by the state);
4. Account name;
5. Procuring state agency and division name;
6. Account/customer number (uniquely assigned by the vendor/contractor);
7. To the above-referenced account name;
8. Contractor name;
9. Contractor Identification Number; (as referenced in the contract);
10. Contractor contact (name, phone, and/or fax for the person to contact with billing questions);
11. Contractor remittance address;
12. Description of delivered product(s) or service; and
13. Total amount due for delivered product(s) or service.

The vendor/contractor understands and agrees that the invoice shall;

- Include only charges for service described in contract or Purchase Order and in accordance with payment terms and conditions set forth in the contract or purchase order;
- Not include any future work but will only be submitted for completed service, unless otherwise authorized in writing by the user agency; and
- Not include sales tax or shipping charges (unless otherwise stipulated in the contract or purchase order).

Payment: The contractor agrees that timeframe for payment (and any discounts) begins when the state is in receipt of a correct invoice meeting the minimum requirements above. It shall be the responsibility of the "bill to" agency to make payment in accordance with the Prompt Payment Act of 1985. Any questions concerning payment should be addressed to the "bill to" agency and not to the Central Procurement Office.

23. Contract Cancellation

Termination for Convenience: The State may terminate this contract without cause. Said termination shall not be deemed a breach of contract by the State. The State shall give the vendor/contractor at least ninety (90) days written notice before the effective cancellation date.

The vendor/contractor shall be entitled to receive compensation for product(s) shipped or services satisfactorily completed as of the cancellation date, but in no event shall the state be liable to the vendor/contractor for compensation for any product(s) or services which have not been rendered.

Upon such termination, the vendor/contractor shall have no right to any actual general, special, incidental, consequential, or any other claims whatsoever of any description or amount.

Termination for Cause: If the vendor/contractor fails to fulfill its obligations under this contract in a timely or proper manner, or if the vendor/contractor violates any terms of this contract, the State shall have the right to immediately terminate the contract upon written notice of intent to cancel. The State shall have the right to withhold payment in excess of fair compensation for completed services. Notwithstanding the above, the contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this contract by the contractor.

At the end of any fiscal year any contract may be canceled by the state without notice, in the event that funds to support the contract become unavailable.

The vendor/contractor will be required to honor all purchase orders that were prepared and dated prior to the date of the termination, if received by the vendor/contractor within a period of thirty (30) days following the date of cancellation.

24. Specifications Govern Over Brand Names Listed

The acceptable brands and model numbers are believed to meet all written specifications; however, if an error exists, the specifications will govern.

25. Purchases by Local Government and Authorized Non-Profit Agencies (SWC)

Authorized Users: Local Governments, Private Non-Profit Institutions of Higher Education and Eligible Non-Profit Agencies.

The purpose of this Request for Qualifications (RFQ) is to establish a source or sources of supply for all state agencies, local governmental units within the geographic limits of the State of Tennessee, any private nonprofit institution of higher education chartered in Tennessee, and any corporation which is exempted from taxation under 26 U.S.C. Section 501(c) (3) as amended and which contracts with the Department of Mental Health and Mental Retardation to provide services to the public (T.C.A. 33-2-401 et seq.). The resulting contract will be open to these governments unless a letter is attached to your response, addressed to the Director of Purchasing, requesting exemption to this allowance. Purchases by local governmental units, private institutions of higher education, and authorized corporations are encouraged but are optional with those agencies, private institutions of higher education, and corporations.

STATEMENT OF CERTIFICATIONS AND ASSURANCES

An individual responding in his or her individual capacity or legally empowered to contractually bind the Respondent must complete and sign the Statement of Certifications and Assurances below as required, and this signed statement must be included with the response as required by the Request for Qualifications.

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) Title VI of the federal Civil Rights Act of 1964;
 - (c) Title IX of the federal Education Amendments Act of 1972;
 - (d) the Equal Employment Opportunity Act and the regulations issued there under by the federal government; and,
 - (e) the Americans with Disabilities Act of 1990 and the regulations issued there under by the federal government.
6. To the 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.

By signature below, the signatory certifies legal authority to bind the responding entity to the provisions of this request 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:

LEGAL ENTITY NAME:

FEIN or SSN:
