



STATE OF TENNESSEE
DEPARTMENT OF GENERAL SERVICES

REQUEST FOR PROPOSALS # 529/000-06-2015
AMENDMENT # One
FOR RFP Re-Release Value Added Reseller (VAR)
Master Contracts

DATE: March 4, 2016

RFP SBC NUMBER 529/000-06-2015 IS AMENDED AS FOLLOWS:

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

EVENT	TIME (Central Time)	DATE	UPDATED / CONFIRMED
1 RFP Issued		February 11, 2016	Confirmed
2 Disability Accommodation Request Deadline		February 16, 2016	Confirmed
3 Pre-response Conference	2:00 p.m.	February 23, 2016	Confirmed
4 Notice of Intent to Respond Deadline		February 24 2016	Confirmed
5 Written "Questions & Comments" Deadline	2:00 p.m.	February 29, 2016	Confirmed
6 State Response to Written "Questions & Comments"		March 4, 2016	Confirmed
7 Response Deadline	2:00 p.m.	March 15, 2016	Confirmed
8 State Completion of Technical Response Evaluations		March 22, 2016	Confirmed
9 State Opening & Scoring of Cost Proposals		March 22, 2016	Confirmed
10 State Notice of Intent to Award Released <u>and</u> RFP Files Opened for Public Inspection		March 24, 2016	Confirmed
11 State Building Commission (SBC) Approval Sought		April 14, 2016	Confirmed
12 State sends contract to Contractor for signature		April 14, 2016	Confirmed
13 Contractor Signature Deadline		April 25, 2016	Confirmed

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

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

QUESTION / COMMENT	STATE RESPONSE
1 How do bidders price in auditing costs? If we are only being paid for work performed, does TN expect the markups that they are shown to be higher to reflect the cost of audits that will need to be performed as part of the process but which are not part of the pricing?	Audit costs are considered part of the work of the project and are not reimbursed independently unless as covered under section C.3 of the Pro Forma Contract. Overhead and Profit is defined in section C.3.b.
2 The RFP mentions the potential of \$20M of demand in FY16. Based on what?	This Pro Forma Contract does not obligate the state to any work; however, projects have been identified and funded in the current FY16 State budget of over \$9 million. It is estimated that the state will allocate \$20 million across the 3 Grand Divisions during the first 3 years of this Pro Forma Contract.
3 How will work orders be generated?	As specified in Pro Forma Contract section.1.b, the work order process is detailed in Pro Forma Contract Attachment B.
4 Is there a central agency or agency contact person who is going to be managing this contract?	Yes. This is identified in section E of the Pro Forma Contract.
5 What role should Proposers expect their own sales team to play in trying to drive interest in and use of the contract?	None, however, this is a Department of General Services procurement which can be utilized by other state entities and municipalities.
6 If there is a sales role, will selected contractors be provided with agency or building lists, etc?	No.
7 Is it the State's intent to award a different vendor for each State Grand Division – one for East, one for Middle and one for West? the State's intent to award a different vendor for each State Grand Division – one for East, one for Middle and one for West?	Section 5 of the RFP details the selection process. Each Grand Division will have a selected vendor, although respondents can propose for multiple Grand Divisions.
8 Are respondents required to be TVA Preferred Partner (PPN) or Energy Right Solutions Partner/Vendor?	No, the State will be the preferred provider; however the successful respondent is responsible for fulfilling the requirements of the TVA Energy Right Solutions program on individual projects.
9 Can you explain the use of the word margin on the RFP Attachment 6.3? It appears this should be a mark-up of costs and not the margin.	The term margin refers to a percentage of the Overhead and profit as defined in section C.3 of the Pro Forma Contract.
10 How are sales taxes treated? Should we include this in the margin (mark-up) structure or will they be in addition to this number?	The contractor is required to pay sales tax, listed separately from the margin. The margin is only applied to the Cost of the Work as referenced in the Pro Forma Contract, section C.3.
11 What Tennessee state licenses are required at a minimum for the primary master contract applicant for the RFP?	See section 3 of this amendment, listed below.
12 Is it expected that multiple projects (SFCs) will "overlap"? I.e., is the awarded	Yes. Multiple projects will be awarded concurrently. Schedules will be addressed and negotiated during the

QUESTION / COMMENT	STATE RESPONSE
<p>contractor expected to conduct more than one project at a time? If so, will this be considered and addressed during the negotiation of each SFC's stated performance time / completion date?</p>	<p>development of the SFC, however this schedule driven Pro Forma Contract provides the ability to award a SFC to the successful respondent of another Grand Division as detailed in section A.2 of the Pro Forma Contract.</p>
<p>13 The Master contract refers to payment for completed increments (sec C.5). The SFC refers to multi-stage performance. Is it expected that deposits / initial payments to invoices will be made incrementally and based on SFC term negotiation? Is there a maximum payment (dollar value or percentage of invoice/scope) that the Owner is allowed to pay as a deposit or agreed upon increment?</p>	<p>Payments will be made based on completed work as detailed in Pro Forma Contract Attachment C. Refer to the Designer's Manual, section 01 29 73 Schedule of Values and other payment sections contained in Part 3, Division 1 – General Requirements. No deposit payments are included.</p>
<p>14 Is the TVA EnergyRight program's final incentive check payment schedule assumed in the performance time / project completion dates and/or any final payment of invoice based on project completion?</p>	<p>No. The project payment schedule is not conditional on the TVA payment schedule as long as the successful respondent has fulfilled all of the TVA Energy Right program requirements to obtain payment.</p>
<p>15 We request clarification of the technical requirement of "certification for manufacturing certification and training as a commissioning agent for multiple manufactures"? Zigbee protocol is a technical designation for manufactured products. Is there a specific designer/specifier agent training that is being referenced? Or does this refer to a third party commissioning certification? Please clarify what the proposal requires?</p>	<p>Please see section 4 below updating RFP Attachment 6.2 Section A, A.14</p> <p>There is no designated training, but multiple manufacturers provide training and certification.</p> <p>Third party commissioning certification for HVAC Systems is not required.</p>
<p>16 Will other protocols that achieve the same functionality as Zigbee and meet project requirements be considered?</p>	<p>Yes, alternatives may be considered on a project by project basis but will require written approval by the State.</p>
<p>17 Will the State be able to provide drawings with electrical and mechanical layouts for all of the proposed locations?</p>	<p>The state will provide as much information as available with the Request for Proposal form. (See Pro Forma Contract attachment B, section 5.a.). Not all locations will have current documents. The successful respondent is required to provide as-built documents at the completion of the project.</p>
<p>18 The State requests Respondents address Licensure. D-9 – Licensure. The Contractor must have a Contractor's License with a "minimum license limit of \$5,000,000, and a minimum license classification of Building Construction – Commercial (BC-B)"</p> <p>We would like to ask if subcontractor partners can carry this license? We have</p>	<p>Please refer to the attached Pro Forma Contract with revisions to section D.9 – Licensure (revisions highlighted in yellow).</p> <p>No. The Respondent for this project is required to carry the license.</p>

QUESTION / COMMENT	STATE RESPONSE
<p>an Unlimited CMC / Certified Mechanical Contractor license in the State of Tennessee and typically perform services similar to those being requested by relying on our subs to be properly licensed.</p>	
<p>19 The State requests Respondents to provide proofs of certification and training as a Commissioning Agent for commissioning and star-up services for ZigBee based lighting control systems for multiple manufacturers.</p> <p>We would like to know if this proof of certification can be provided by our subcontract partners?</p>	<p>Yes, subcontractors can provide proof of this certification as long as the terms of this Pro Forma Contract are met.</p>

3. RFP Attachment 6.6 *Pro Forma Contract* has been updated and attached to this amendment (revisions are highlighted in yellow).
4. Delete RFP Attachment 6.2 Section A, in its entirety and replace with RFP Attachment 6.2 Section A as attached to this amendment (changes are highlighted in yellow).

MASTER CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF GENERAL SERVICES
AND
CONTRACTOR NAME
TO
SBC NUMBER 529/000-06-2015

This Master Contract (the "Contract"), by and between the State of Tennessee, Department of General Services, hereinafter referred to as the "Owner" and **Contractor Legal Entity Name**, hereinafter referred to as the "Contractor," is for the provision of value added reseller ("VAR") services, as further defined in the "SCOPE OF SERVICES" in the _____ Grand Division. Owner and Contractor are hereinafter collectively referred to as the "Parties".

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

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

A. SCOPE OF SERVICES:

- A.1. The Contractor shall provide all services and deliverables as required, described, and detailed herein and shall meet all service and delivery timelines as specified by this Contract.
- a. Upon a request made in accordance with subsection A.1.b below, the Contractor agrees to perform construction and related services outlined below for improvement and maintenance projects in accordance with the requirements of Attachments B, C and D and of the Designer's Manual for the Department of General Services (the "Designer's Manual") in effect at the time the Request for Proposal (as defined below).
1. Provide lighting improvements including building interior, exterior and high bay lighting replacements and/or retrofits, pole mount and parking garage lighting replacements and/or retrofits and photovoltaic systems;
 2. Install and implement electric motor systems upgrades including motor replacements with high-efficiency motors and variable-speed motor or drive installations;
 3. Provide and implement electrical power system improvements including demand reduction systems and power quality correction;
 4. Install, implement startup, and commission control systems including lighting control systems and integration of HVAC components and building automation system controls;
 5. Install new or improve existing energy management control systems;
 6. Implement utility metering and sub-metering;
 7. Provide construction estimates for budget preparation;
 8. Provide schedule duration and project management; and,
 9. Provide other construction services as may be required including demolition and proper disposal of light fixtures and equipment.
- b. Contractor will be engaged to perform work under this Contract (the "Work") in accordance with the "Short Form Contract Procedures" attached hereto as Attachment B and utilizing the "Request for Proposal Form" attached hereto as Attachment B-1. Upon agreement by the Owner and the specific Contractor on the specific Work to be performed as evidenced by a fully executed "SFC Proposal" in form attached hereto as Attachment B-2, Owner and the specific Contractor will

enter into a "Short Form Contract" in the form attached hereto as Attachment E. In the event that a Short Form Contract must be modified, the parties shall utilize the "Form for Amendment, Change Order or Directive" attached hereto as Attachment F.

- A.2 The State reserves the right to, in its sole discretion, solicit proposals for and award work for services included in the scope of this Contract to third parties, and any such actions shall not be deemed to be a breach of this Contract. The Contractor acknowledges, understands and agrees that (i) this Contract does not guarantee that any work will be awarded to the Contractor and does not contain any "exclusive" to the Contractor for any portion of the services that can be provided under this Contract; and (ii) that contracts for these same services have been awarded to _____ for the ____ Grand Division and to _____ for the _____ Grand Division.

Specific property types or properties may be segregated from the geographic contracts during the term of this Contract based on the needs of the State as determined by the State in accordance with the terms below. If deemed to be in the best interest of the State, the State may issue a Short Form Contract to a Contractor for a project not in its Grand Division, or in the Grant Division of another contractor. In making such a determination, the State shall consider the following in order:

- a. Conflict of Interest – If the Contractor has a conflict of interest, it will not be assigned the project.
- b. Availability – Sufficient resources of the Contractor available to provide contracted services through and within the Short Form Contract period.
- c. Previous Work - Locations where Work is ongoing or Work has been performed.
- d. Expertise – Experience with special project requirements, including experience with the type of facility that is the subject of the Short Form Contract.

Decisions relating to allocations of work to a contractor by the State are final and cannot be appealed by the Contractor. In the event that the Contractor is in default under a Short Form Contract, the Owner has the right to withhold awards of Work to the Contractor until such default is cured to the reasonable satisfaction of the Owner.

B. CONTRACT PERIOD:

- B.1. Contract Period. This Contract shall be effective for the period commencing on the date of full and complete execution of this Contract, and ending on the date that is two (2) calendar years thereafter; provided that such date shall be extended so that termination shall occur on the last day of a month. The Contractor hereby acknowledges and affirms that the Owner shall have no obligation for services rendered by the Contractor which were not performed within this specified contract period.

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

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

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. There are no funds associated with this Contract. It is anticipated that Work having a value of approximately Twenty Million and No/100 Dollars (\$20,000,000.00) may be awarded for this Scope of Services across the Grand Divisions in State Fiscal Year 2016 pursuant to Short Form Contracts issued in accordance with Section A.2 above. The amount of Work awarded to the Contractor under this Contract will be determined based on the Owner's

need and the amount of funding available from various funding sources. This Contract makes no guarantees, either stated or implied, about the demand for services requested within.

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

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

- C.2. Compensation Firm. The payment rates set forth in Section C.3 below for services under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless amended.
- C.3. Payment Methodology. The Contractor shall be compensated for Work as set forth in each Short Form Contract. Such compensation shall be calculated in accordance with the following:
- a. The Contractor's compensation for Work provided under a Short Form Contract shall be contingent upon the satisfactory provision of goods or services as set forth in the Short Form Contract. In the event that the Owner elects, upon receipt of a SFC Proposal, not to proceed to a Short Form Contract for the Work proposed in the SFC Proposal, the Contractor shall be compensated for the costs of preparing the SFC Proposal based on the Cost of Labor (as defined below) to prepare the SFC Proposal, not to exceed \$2,500.00.
 - b. The Contractor shall be compensated based upon the following payment methodology which will be used to set forth the maximum liability of each Short Form Contract:
 - i. "Cost of the Work" which means the sum of Cost of Materials + Cost of Equipment + Cost of Labor.
 1. The "Cost of Materials" shall be the cost of the materials needed to complete the Work in the Short Form Contract and established in accordance with the terms of Attachment B, Section 9(a)(2).
 2. The "Cost of the Equipment" shall be the cost of the equipment needed to complete the Work in the Short Form Contract and established in accordance with the terms of Attachment B, Section 9(a)(3).
 3. The "Cost of Labor" shall be the cost of the total cost of all laborers, including supervisory laborers, needed to complete the Work in the Short Form Contract. The total cost of all laborers will be determined by taking the sum of the product of the "Hourly Rate" of each laborer multiplied by the number of hours worked for that laborer, with such sum multiplied by _____ (the "Labor Burden"). The "Hourly Rate" of each laborer is the actual paid cost of the laborer in dollars per hour assuming 2000 work hours per year, provided that the Base Salary Cost may not exceed 110% of the ninetieth percentile hourly wages for each laborer's occupational category as set forth in the most current Occupational Employment Statistics published by the Bureau of Labor Statistics Occupational Employment and Wage Estimates for Tennessee (See http://www.bls.gov/oes/current/oes_tn.htm#47-0000). The "Hourly Rate" shall not include any upcharge or increase as a result of the Work being performed after normal business hours; it shall be the standard hourly rate for each laborer regardless of the timing of the hours worked. The term "Labor Burden" means the percent cost of mandatory and customary benefits (statutory benefits, insurance, vacation/leave, pensions/retirement, etc.) provided by the laborer's employer; which percentage may not to exceed 39%.
 - ii. "Overhead and Profit" in an amount equal to the product of the percentage for each service set forth below multiplied by the Cost of the Work. Overhead and Profit shall include all fees, profit margins, contract administration and other costs not directly related to an individual Short Form Contract, travel costs, and other items not included in the Cost of the Work or the Cost of the Bond.

Service	Overhead and Profit Percentage			
	Cost of the Work	\$25,000 to \$99,999	\$100,000 to \$499,999	\$500,00 to \$999,999
Lighting Improvements <ul style="list-style-type: none"> • Interior lighting replacements and / or retrofits • Exterior, high bay and parking garage lighting replacements and/or retrofits • Pole mounted fixture replacement or retrofit 				
Electric Motor Systems <ul style="list-style-type: none"> • Motor replacements with high-efficiency motors • Variable-speed motor or drive installations 				
Electrical Power System Improvements <ul style="list-style-type: none"> • Demand Reduction Systems • Power Quality correction • Photovoltaic systems 				
Control Systems <ul style="list-style-type: none"> • Lighting Control System installation • Lighting Control Startup and Commissioning • HVAC Control Systems • Energy Management Control Systems installation or Improvements • Utility Metering and Sub-metering 				
Miscellaneous <ul style="list-style-type: none"> • Demolition of light fixtures and all related work • Other miscellaneous electrical work 				

iii. Cost of the Bond in the amount of ___% of the product of the Cost of the Work multiplied by the Overhead and Profit.

c. Cost of Design and Construction Document Preparation established in accordance with the terms of Attachment B, Section 8(a), based on the Cost of Labor to prepare professionally sealed design and construction documents as required for codes review, not to exceed the lesser of 3% of the Cost of the Work and \$10,000.

C.4. Travel Compensation. The Contractor shall not be separately compensated or reimbursed for travel time, travel expenses, meals, or lodging.

C.5. Invoice Requirements. The Contractor shall invoice the Owner only for completed increments of service in a Short Form Contract based on a Schedule of Values (See Attachment C), and present said invoices no more often than monthly, with all necessary supporting documentation, to:

Original: Ron Maupin
 Department of Finance and Administration
 Office of Business and Finance
 312 Rosa L. Parks Avenue
 W. R. Snodgrass Tennessee Tower, 20th Floor
 Nashville, Tennessee 37243

a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).

(1) Invoice Number (assigned by the Contractor);

- (2) Invoice Date;
- (3) Master Contract SBC No. **529/000-06-2015 and Short Form Contract SBC Project No. XXX/XXX-XX-XXXX.**
- (4) Customer Account Name: Department of General Services, Real Estate Asset Management;
- (5) Customer Account Number (assigned by the Contractor to the above-referenced State Agency);
- (6) Contractor Name;
- (7) Contractor Federal Employer Identification, Social Security, or Tennessee Edison Registration ID Number Referenced in Preamble of this Contract;
- (8) Contractor Contact for Invoice Questions (name, phone, and/or fax);
- (9) Contractor Remittance Address;
- (10) Description of Delivered Service;
- (11) Total Amount Due for delivered service (as stipulated in Section C.3. above);
- (12) Further, the monthly invoices will include: (i) the name of each individual, the individual's job title, the number of hours worked during the period, the hourly rate, the total compensation requested for the individual; (ii) Cost of Materials and Cost of Equipment; (iii) the total amount due the Contractor for the period involved; (iv) each project expenditure to-date; and (v) total expenditures to date and balance of funds remaining in the Short Form Contract.

b. The Contractor understands and agrees that an invoice under this Contract shall:

- (1) include only charges for service described in Contract Section A and in accordance with payment terms and conditions set forth in Contract Section C;
- (2) only be submitted for completed service and shall not include any charge for future work;
- (3) ~~not include sales tax or shipping charges; and~~
- (4) initiate the timeframe for payment (and any discounts) only when the Owner is in receipt of the invoice, and the invoice meets the minimum requirements of this Section C.5.

C.6. Payment of Invoice. A payment by the Owner shall not prejudice the Owner's right to object to or question any payment, invoice, or matter in relation thereto. A payment by the Owner shall not be construed as acceptance of any part of the work or service provided or as approval of any amount invoiced.

C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the Owner, on the basis of audits conducted in accordance with the terms of the Contract, not to constitute proper remuneration for compensable services.

C.8. Deductions. The Owner reserves the right to deduct from amounts, which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee any amounts, which are or shall become due and payable to the State of Tennessee by the Contractor.

C.9. Prerequisite Documentation. The Contractor shall not invoice the Owner under this Contract until the Owner has received the following documentation properly completed.

- a. The Contractor shall complete, sign, and present to the Owner an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the Owner. By doing so, the Contractor acknowledges and agrees that, once said form is received by the Owner, all payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee shall be made by Automated Clearing House (ACH).
- b. The Contractor shall complete, sign, and present to the Owner a "Substitute W-9 Form" provided by the Owner. The taxpayer identification number detailed by said form must agree with the Contractor's Federal Employer Identification Number or Tennessee Edison Registration ID referenced in this Contract.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The Owner is not bound by this Contract until it is signed by the contract parties and approved by the appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to the Office of the State Architect, the Commissioner of General Services, the Comptroller of the Treasury, and the Office of the Attorney General). Approvals shall be evidenced by a signature or electronic approval.
- D.2. Modification and Amendment. This Contract may be modified only by a written amendment signed by all parties hereto and approved by both the officials who approved the base contract and, depending upon the specifics of the contract as amended, any additional officials required by Tennessee laws and regulations (said officials may include, but are not limited to, the Office of the State Architect, the Commissioner of General Services, the Comptroller of the Treasury, and the Office of the Attorney General).
- D.3. Termination for Convenience. The Owner may terminate this Contract without cause for any reason. Said termination shall not be deemed a breach of contract by the Owner. The Owner shall give the affected Contractor at least thirty (30) days written notice before the effective termination date. The affected Contractor shall be entitled to compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the Owner be liable to the affected Contractor for compensation for any service which has not been rendered. Upon such termination, the affected Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount. In no event shall the Owner's exercise of its right to terminate this Contract for convenience relieve the affected Contractor of any liability to the Owner for any damages or claims arising under this Contract.
- D.4. Termination for Cause. If a Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if a Contractor materially violates any terms of this Contract ("Breach Condition"), the Owner shall have the right to immediately terminate the Contract as to such Contractor and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, a Contractor shall not be relieved of liability to the Owner for damages sustained by virtue of any Breach Condition and the Owner may seek other remedies allowed at law or in equity for breach of this Contract.
- D.5. Assignment and Subcontracting. No Contractor shall assign this Contract or enter into a subcontract for any of the services provided under this Contract without obtaining the prior written approval of the Owner. If such subcontracts are approved by the Owner, each shall contain, at a minimum, sections of this Contract pertaining to "Conflicts of Interest", "Nondiscrimination," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the assigning Contractor shall be the prime contractor and shall be responsible for all work performed.
- D.6. Conflicts of Interest. The Contractor warrants that no part of the Contractor's compensation shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed under this Contract.

The Contractor acknowledges, understands, and agrees that this Contract shall be null and void if the Contractor is, or within the past six (6) months has been, an employee of the State of Tennessee or if the Contractor is an entity in which a controlling interest is held by an individual who is, or within the past six (6) months has been, an employee of the State of Tennessee.

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

- D.7. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the

Contractor on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

- D.8. Prohibition of Illegal Immigrants. The requirements of Tenn. Code Ann. § 12-3-309 addressing the use of illegal immigrants in the performance of any contract to supply goods or services to the state of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.
- a. The Contractor agrees that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract and has completed and signed the document attached hereto as Attachment A. The Contractor shall reaffirm this attestation by submitting to the Owner a completed and signed copy of the document attached as Attachment A hereto with each executed Short Form Contract. If the Contractor is a party to more than one contract with the Owner, the Contractor may submit one attestation that applies to all contracts with the Owner. All Contractor attestations shall be maintained by the Contractor and made available to State officials upon request.
 - b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the Term, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work under this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work under this Contract. Attestations obtained from subcontractors shall be maintained by the Contractor and made available to State officials upon request.
 - c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Contractor's records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the Owner.
 - d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Tenn. Code Ann. § 12-3-309 for acts or omissions occurring after its effective date.
 - e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not: (i) a United States citizen; (ii) a Lawful Permanent Resident; (iii) a person whose physical presence in the United States is authorized; (iv) allowed by the federal Department of Homeland Security and who, under federal immigration laws or regulations, is authorized to be employed in the U.S.; or (v) is otherwise authorized to provide services under the Contract.
- D.9. Licensure. The Contractor and its employees and all sub-contractors shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses. The Contractor shall be familiar with the Contractors Licensing Act of 1994, as currently amended (codified in Tennessee Code Annotated Sections 62-6-101, et seq.). A Short Form Contract will not be awarded to Contractor whose proposal is in conflict with state licensing law. Contractor shall have a minimum license limit amount of Five Million and No/100 Dollars (\$5,000,000.00), and a minimum license classification of Building Construction - Commercial (BC-B) or Electrical Contractor (CE). Contractor shall maintain licensure during the period of this Contract, and shall notify the Owner of any changes in licensure.
- D.10. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, for work performed or money received under this Contract, shall be maintained for a period of five (5) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.

- D.11. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the Owner, the Comptroller of the Treasury, or their duly appointed representatives.
- D.12. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.13. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint ventures, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.14. Limitation of Owner's Liability. The Owner shall have no liability except as specifically provided in this Contract. In no event will the Owner be liable to the Contractor or any other party for any lost revenues, lost profits, loss of business, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Contract or otherwise.
- D.15. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the Party except to the extent that the non-performing Party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either Party from its obligations under this Contract. Except as set forth in this Section, any failure or delay by a Party in the performance of its obligations under this Contract arising from a Force Majeure Event is not a default under this Contract or grounds for termination. The non-performing Party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the Party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Contractor's representatives, suppliers, subcontractors, customers or business apart from this Contract is not a Force Majeure Event under this Contract. Contractor will promptly notify the Owner of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the Owner within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. Contractor will not increase its charges under this Contract or charge the Owner any fees other than those provided for in this Contract as the result of a Force Majeure Event.
- D.16. State and Federal Compliance. The Contractor shall comply with all applicable state and federal laws and regulations in the performance of this Contract.
- D.17. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Tennessee Claims Commission or the state or federal courts in Tennessee shall be the venue for all claims, disputes, or disagreements arising under this Contract. The Contractor acknowledges and agrees that any rights, claims, or remedies against the State of Tennessee or its employees arising under this Contract shall be subject to and limited to those rights and remedies available under Tenn. Code Ann. §§ 9-8-101 - 407.
- D.18. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.

- D.19. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.
- D.20. Patient Protection and Affordable Care Act. The Contractor agrees that it will be responsible for compliance with the Patient Protection and Affordable Care Act ("PPACA") with respect to itself and its employees, including any obligation to report health insurance coverage, provide health insurance coverage, or pay any financial assessment, tax, or penalty for not providing health insurance. The Contractor shall indemnify the Owner and hold it harmless for any costs to the Owner arising from Contractor's failure to fulfill its PPACA responsibilities for itself or its employees.
- D.21. Hold Harmless. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys for the Owner to enforce the terms of this Contract.

In the event of any suit or claim, the Parties shall give each other immediate notice and provide all necessary assistance to respond. The failure of the Owner to give notice shall only relieve the Contractor of its obligations under this Section to the extent that the Contractor can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Contractor, through its attorneys, the right to represent the Owner in any legal matter, as the right to represent the Owner is governed by Tenn. Code Ann. § 8-6-106.

- D.22. HIPAA Compliance. The Owner and Contractor shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Health Information Technology for Economic and Clinical Health ("HITECH") Act and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Contract.
- a. Contractor warrants to the Owner that it is familiar with the requirements of the Privacy Rules, and will comply with all applicable requirements in the course of this Contract.
 - b. Contractor warrants that it will cooperate with the Owner, including cooperation and coordination with Owner privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of the Contract so that both parties will be in compliance with the Privacy Rules.
 - c. The Owner and the Contractor will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the Owner and Contractor in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the parties under this Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the parties to receive or deliver the information without entering into a business associate agreement or signing another document.
 - d. The Contractor will indemnify the Owner and hold it harmless for any violation by the Contractor or its subcontractors of the Privacy Rules. This includes the costs of responding to a breach of protected health information, the costs of responding to a government enforcement action related to the breach, and any fines, penalties, or damages paid by the Owner because of the violation.
- D.23. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public

(federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

- c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and,
- d. have not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

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

D.24. Entire Agreement. This Contract is complete and contains the entire understanding between the Parties relating to its subject matter, including all the terms and conditions of the Parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the Parties, whether written or oral.

E. SPECIAL TERMS AND CONDITIONS:

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

E.2. Grand Division Regions. The boundaries of the Grand Divisions referred to herein are defined by Tennessee Code Annotated §4-1-202 for the Eastern Grand Division, §4-1-203 for the Middle Grand Division, and/or §4-1-204 for the Western Grand Division.

E.3. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by EMAIL or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or email address set forth below or to that of such party of address, as may be hereafter specified by written notice.

The Owner:

Jay Harrison, Director of Energy Management
Department of General Services
Real Estate Asset Management
312 Rosa L. Parks Avenue
W. R. Snodgrass Tennessee Tower, 24th Floor
Nashville, Tennessee 37243
Jay.Harrison@tn.gov
Telephone (615) 741-9374

The Contractor:

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

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

E.4. Subject to Funds Availability. The Contract and all Short Form Contracts issued pursuant to this Contract are subject to the appropriation and availability of State or federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the Owner reserves the right to terminate this Contract upon written notice to the Contractor. The Owner's exercise of

its right to terminate this Contract shall not constitute a breach of Contract by the Owner. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. If the Owner terminates this Contract due to lack of funds availability, the Contractor shall be entitled to compensation for all conforming goods requested and accepted by the Owner and for all satisfactory and authorized services completed as of the termination date. Should the Owner exercise its right to terminate this Contract due to unavailability of funds, the Contractor shall have no right to recover from the Owner any actual, general, special, incidental, consequential, or any other damages of any description or amount.

- E.5. Tennessee Consolidated Retirement System. Subject to statutory exceptions contained in Tenn. Code Ann. §§ 8-36-801, *et seq.*, the law governing the Tennessee Consolidated Retirement System (“TCRS”), provides that if a retired member of TCRS, or of any superseded system administered by TCRS, or of any local retirement fund established under Tenn. Code Ann. §§ 8-35-101, *et seq.*, accepts State employment, the member’s retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the Owner under this Contract is that of “employee/employer” and not that of an independent contractor, the Contractor, if a retired member of TCRS, may be required to repay to TCRS the amount of retirement benefits the Contractor received from TCRS during the Term.
- E.6. Tennessee Department of Revenue Registration. The Contractor shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Contract.
- E.7. Insurance. The Contractor shall carry adequate liability and other appropriate forms of insurance including without limitation, the coverages set forth in this Section E.6. Such insurance shall provide for policy limits equal or greater to the amounts set forth herein and shall list the Owner as additional insured. All insurance requirements shall be provided with each executed Short Form Contract.

A copy of the appropriate policy or a Certificate of Coverage fully listing all limits of liability shall verify all required insurance. Such insurance shall be maintained through the life of the Contract. Renewal policies or certificates of coverage must be forwarded to the Owner within thirty (30) days upon issuance. Failure to maintain required insurance could be cause for cancellation of the Contract and any Short Form Contracts issued hereunder.

a. Workers’ Compensation and Employer Liability Insurance

1. For contractors statutorily required to carry workers’ compensation and employer liability insurance, the Contractor shall maintain:
 - i. Workers’ compensation and employer liability insurance in the amounts required by appropriate state statutes; or
 - ii. In an amount not less than one million dollars (\$1,000,000) including employer liability of one million dollars (\$1,000,000) per accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit by disease, and one million dollars (\$1,000,000) per employee for bodily injury by disease.
2. If the Contractor certifies that it is exempt from the requirements of Tenn. Code Ann. §§ 50-6-101 – 103, then the Contractor shall furnish written proof of such exemption for one or more of the following reasons:
 - i. The Contractor employs fewer than five (5) employees;
 - ii. The Contractor is a sole proprietor in the construction business or trades with no employees;
 - iii. The Contractor is in the coal mining industry with no employees;
 - iv. The Contractor is a state or local government; or

b. Commercial General Liability Insurance

1. The Contractor shall maintain commercial general liability insurance, which shall be written on an Insurance Services Office, Inc. (also known as ISO) occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from property damage, premises/operations, independent contractors, contractual liability, completed operations/products, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).
2. The Contractor shall maintain bodily injury/property damage with a combined single limit not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate for bodily injury and property damage, including products and completed operations coverage with an aggregate limit of at least two million dollars (\$2,000,000).

c. Business Automobile Liability:

Including owned, hired, and non-owned vehicles; or, if there are no owned vehicles, Contractor may provide written certification of such and provide coverage limited to hired and non-owned vehicles.

Bodily injury and property damage combined single limits:

Each Occurrence: \$500,000

d. Professional Liability Insurance: Employed Architects and Engineers Professional liability shall be covered with a limit of not less than:

Each Claim: \$1,000,000

Aggregate: \$2,000,000

e. Builder's Risk:

1. The Contractor shall purchase and maintain, from a company or companies licensed to do business in Tennessee by the Department of Commerce and Insurance, property insurance written on a builder's risk "all risk" or equivalent policy form in the amount of the initial Contract Sum for the Construction phase of this contract, plus value of subsequent Contract modifications for the covered project at the site on a replacement cost basis. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made or until no person or entity other than the Owner has an insurable interest in the property as required and indicated within these guidelines to be covered, whichever is later. This insurance shall include interests of the Owner as the named insured, and shall include the Contractor, Subcontractors and Sub-subcontractors, as additional insured in the Project.
2. Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm and debris removal and shall cover reasonable compensation for Owner's or Owner's Representative expenses required as a result of such loss.
3. This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.
4. Partial occupancy or use shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect

to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

5. Loss of Use Insurance. The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused.
6. Before an exposure to loss may occur, the Contractor shall file with the Owner a copy of each policy that includes insurance coverages required within these guidelines. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the issuing company will endeavor to mail ten (10) days written notice to the Owner should the policy be canceled prior to the expiration date. Failure to mail such notice shall impose no obligation or liability of any kind upon the Contractor or issuing company.
7. A loss insured under Contractor's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.
8. If after an insured loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work.
9. The Owner as fiduciary shall have power to adjust and settle a loss with insurers.

- E.8. Contract Bond. Contractor shall provide a Contract Bond in the amount of one hundred percent (100%) of each Short Form Contract maximum liability .

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

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

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

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

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

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

- E.9 Participating Entities. The Contractor agrees to permit Tennessee local governments, institutions of higher education, and any corporation which is exempted from taxation under 26 U.S.C. § 501 (c)(3) ("Participating Entities") to take advantage of the services and pricing in this Contract. Contractor agrees to extend its terms and pricing under this Contract to any Participating Entity that executes a ("Participating Contract"). A Participating Entity shall enter into a Participating Contract with Contractor setting forth its specific terms and conditions, if any. The Participating Entity's contract shall be in a form agreed upon by the Contractor and the Participating Entity. Payment obligations for all work placed by a Participating Entity shall be the sole responsibility of the Participating Entity and not of the Owner. Before executing a

Participating Contract, Participating Entities should contact the Energy Group of the Department of General Services, Real Estate Asset Management at (615) 741-2081.

E.10 Attachments. This Contract includes the following Attachments:

Attachment A: Attestation re Personnel Used in Contract Performance

Attachment B: Short Form Contract Procedures

Attachment B-1: Request for Proposal Form

Attachment B-2: SFC Proposal

Attachment C: VAR Design and Construction Guide

Attachment D: Owner Project Requirements

Attachment E: Short Form Contract Form

Attachment E-1: Contract Bond Form

Attachment F: Short Form Contract Amendment, Change Order or Directive

(Remainder of page left blank intentionally)

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

IN WITNESS WHEREOF:

CONTRACTOR LEGAL ENTITY NAME:

Contractor Signatory, Contractor Title

DATE: _____

STATE OF TENNESSEE,

OFFICE OF THE STATE ARCHITECT:

Peter L. Heimbach, Jr., State Architect

DATE: _____

DEPARTMENT OF GENERAL SERVICES:

Robert E. Oglesby, Commissioner

DATE: _____

APPROVED AS TO COMPLIANCE WITH POLICY AND STATUTE:

Justin P. Wilson, Comptroller of the Treasury

DATE: _____

APPROVED AS TO COMPLIANCE WITH FORM AND LEGALITY:

Herbert H. Slatery III, Attorney General and Reporter

DATE: _____

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

SUBJECT MASTER CONTRACT NUMBER:	529/000-06-2015
SHORT FORM CONTRACT	SBC Project No. XXX/XXX-XX-XXXX
CONTRACTOR LEGAL ENTITY NAME:	
FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number)	

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

CONTRACTOR SIGNATURE

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

PRINTED NAME AND TITLE OF SIGNATORY

Work Procedures

1. General Instructions

The purpose of the Work Procedures is to define the process and requirements for identification, development, and implementation of integrated lighting, HVAC and metering control systems and equipment installation services for the purpose of accomplishing energy savings projects for general government statewide. All procedures within these Work Procedures are detailed for use by Department of General Services, Real Estate Management.

2. Contractor Licensure

See Contract Section D.9.

3. Work Parameters

All Work shall be assigned to the Contractor in the form of a Short Form Contract (See Contract Attachment E). A Short Form Contract will be issued for a specific scope of work including activities at single or multiple facilities, as identified by the Owner, intended to identify and develop Energy Conservation Measures ("ECM"). An ECM is any procedure, system installation or course of action, which lowers energy costs for the Owner.

4. Work Issuance

The Owner will issue a Request for Proposal to the Contractor on the Request for Proposal Form attached hereto as Attachment B-1 (an "RFP").

- a. Once an RFP has been issued, the Contractor will provide an assessment and audit of the facility(ies) including, but not limited to, photo-metrics, fixture and equipment layout and quantities, and project ECM recommendations.
- b. Site visits must be scheduled at least three (3) days in advance and all related facility and project personnel shall be notified. The Owner or its designated representative may choose to visit the proposed work location with the Contractor to define the Work scope.

5. Work Procedures

When the Owner requests work under this Contract, the following procedures shall be used:

- a. The Owner will provide to the Contractor an RFP with attachments describing the Work to be performed, which may include special instructions and conditions. Except as set forth in Section C.3.c, the Contractor shall not be reimbursed for any costs, including SFC Proposal preparation and attendance during negotiations, prior to the execution of the Short Form Contract. In response to an RFP, Contractor shall submit a SFC Proposal in the form attached hereto as Attachment B-2 detailing energy cost-saving potentials, project budget and schedule. The Owner will review the SFC Proposal and either request revisions or approve the SFC Proposal. Once the SFC Proposal has been approved and executed by Owner, the parties will prepare and execute a Short Form Contract for the Work. All insurance requirements and bonds as specified in the Contract, E.6, E.7 and E.8, will be required by the Contractor upon submission of the Short Form Contract to Owner. Execution of the Short Form Contract by the State shall constitute Owner's issuance of a Notice to Proceed ("NTP").
- b. The Contractor shall initially respond to a RFP within five (5) business days by visiting the proposed site in the company of the Owner's representative, if necessary. The purpose of this site visit will be to establish a clear understanding between the Contractor and the Owner of what work is required by the RFP. On-site changes may be made to the RFP or drawings if the Contractor or the Owner's representative identify items of work that have been left out or for any other reason which remains inside the scope of the project. Any questions surrounding the RFP shall be submitted in writing within five (5) business days of receipt of the RFP. The Owner will respond to questions and provide clarification within two (2) business days of receipt.

- c. The Contractor's SFC Proposal shall be submitted within fifteen (15) business days of the receipt of the RFP, and shall be supported by necessary documentation to indicate that Contractor has engaged in, unless otherwise directed by the State, sufficient planning to indicate an understanding of the Work and an ability to perform. At a minimum the Contractor's SFC Proposal package for each Work Order shall include the cost savings estimate; Project schedule and budget; line item estimation; and quoted prices.
Contractor shall submit the following as part of the SFC Proposal in an electronic format:
- (1) Provide projections and calculations for project cost savings taking into account the Total Cost of Ownership for the project based on a 20 year span, providing documentation of utility rates, modeling parameters and metering requirements to document the actual project savings;
 - (2) Cost itemization, including supplier bids on materials and equipment as specified in Section 9 below;
 - (3) Additional documentation as detailed in Attachment C including sketches or drawings, specifications, calculations, catalog cuts, and required equipment specific submittals.
 - (4) Construction schedule with all milestone activities clearly identified. Indicate coordination items including potential equipment shutdown and other activities that may affect an occupied facility;
 - (5) The Contractor shall provide professionally signed and sealed construction documentation where required by code compliance officials for compliance with all relevant building code and regulatory requirements;
 - (6) The Owner may verify the SFC Proposal by independent third party review; and,
 - (7) The contractor license number, license classification, and license expiration date must be provided for all subcontractors performing work equal to or exceeding Twenty-Five Thousand and No/100ths Dollars (\$25,000.00).
- d. Upon receipt of the Contractor's SFC Proposal, the Owner will review the proposal for completeness. The Owner will negotiate and approve or reject all line items, quantities, and performance times with the Contractor within ten (10) business days of receipt of the proposal.
- e. By submitting the final SFC Proposal for Owner approval, the Contractor acknowledges that the Contractor is satisfied with respect to the location of the work and site conditions particularly those bearing upon availability of handling and storage of material, availability of utilities and similar physical conditions of the site.
- f. The Contractor agrees that no approval of the construction documents by any person, body or agency, shall relieve them of the responsibility for the adequacy, fitness, suitability, and correctness of engineering designs and for designing the Work in accordance with sound and accepted engineering practices.
- g. Should the Contractor refuse to perform requested Work, the Owner has the right to terminate the Contract in its entirety or to enter into an agreement with a third party to perform such Work.

6. Commencement and Completion of Work

- a. Contractor shall be required to commence a Work under a Short Form Contract upon receipt of the the NTP, and complete the entire Work within the performance time specified in the Short Form Contract.
- b. For each individual Short Form Contract the Contractor shall provide progress schedules and status reports if applicable, or as directed by the Owner's representative.
 - (1) Work Schedule: The Contractor shall prepare and submit progress schedules that show the total work schedule broken into individual items of work. Any utility interruptions and the duration shall be noted and approved by the Owner's representative. The schedule shall show the percentage of completion at the close of each reporting period. This percentage shall be based on percentage of physical completion of the work. The Work Schedule of

Values (See Section 01 29 73 in Attachment C) shall be submitted within five (5) business days after the date of receipt of NTP for each individual Short Form Contract.

- (2) Status Reports: The Contractor shall prepare and submit monthly project status reports for each outstanding Short Form Contract. The report shall be provided to the Owner's representative on the first working day of each month. The report shall tell whether the project as a whole is on, ahead of, or behind schedule. If the project is behind schedule, the Contractor shall explain what actions will be taken to regain the schedule and provide an amended schedule. The report shall include a description of problem areas, delaying factors and their impacts and an explanation or corrective actions taken or proposed. Any events that occurred during the report month shall also be detailed. Costs for development/providing progress schedules, progress reports and status reports are included in the Contractor's general conditions.
- c. The Short Form Contract time is the period between NTP and the time all work under the Short Form Contract is complete. Short Form Contract time will be negotiated for each Short Form Contract prior to execution. At the Owner's option, it may choose to specify a two-stage performance period. For example, separating material lead-time from construction days can considerably decrease the length of time occupied buildings are inconvenienced by construction.
 - d. The Contractor will not implement any oral or written orders for changes to the contract documents until approved in writing by the Owner.
 - e. When services of a Short Form Contract are complete to the best of the Contractor's knowledge, information and belief, a request is made by the Contractor to the Owner's representative, who shall conduct a final completion inspection to verify that the completion of the project is in compliance with the Short Form Contract and contract documents. Prior to issuing a final certificate for payment the Contractor shall verify that all items required by the Short Form Contract, any Owner punch list items and the final inspection are complete. When the Work is certified complete by the Owner or Owner's representative, the Owner's representative shall issue a final certificate for payment.
 - f. The Contractor shall provide a minimum one year warranty as detailed in the VAR Design and Construction Guide (See Contract Attachment C) for new installations and/or modifications to existing installations. This warranty shall be backed by the Contractor and must include a provision whereby the Contractor shall repair or replace, any component found defective during the warranty period, at no cost to the Owner.

7. Design/Construction Requirements

- a. The Contractor shall supply all resources (technical and administrative) needed to accomplish the work described in these Work Procedures. Team meetings will be required between the Contractor and the Owner to discuss and identify areas of potential savings. Team meetings shall be held as often as the Contractor and/or the Owner deem necessary throughout the life of the Short Form Contract. The Contractor shall document these meetings with minutes provided to the Owner and provide a summary report of all issues discussed and decisions made.
- b. Contractor's duties include professional services for code compliance, performance of site assessments and audits, performance of economic and technical studies, materials installation, labor, project management, maintenance, testing, training and documentation including as-built documents, operating and maintenance manuals and testing results.
- c. If document review by the State Fire Marshal is required, the Contractor shall submit sealed, final sets of construction documents directly to the Fire Marshal for review at the earliest opportunity, in order to obtain the Fire Marshal's approval letter.
- d. The energy savings determination method shall not be limited, but shall be the best practical method of determining the savings generated by the ECM. Consideration must be given to all normalization factors that can affect energy demand, such as changes in mission, population, space utilization or weather.

- e. The energy cost-savings determination method and the unit energy costs are subject to approval by the Owner. The savings determination method shall be modified if the Owner determines that changed conditions require a modification.
- f. The method to be used for determining the unit energy costs by which the energy baseline and the energy savings are multiplied shall be defined in each SFC Proposal.
- g. The Contractor is responsible for the proper salvage and disposal of all fixtures and equipment, including any hazardous materials, as required by code. The Owner will extend to the Contractor pricing received by Owner for lamp recycling. Contractor must provide documentation evidencing proper disposal of all hazardous materials.
- h. The Contractor is responsible for completing all the requirements and documentation to participate in the Tennessee Valley Authority Energy Right rebate program and any other rebate or incentive program that may be applicable. Provide equipment documentation, applications and submissions to secure rebate or incentive funds for the Owner.

8. Design and Construction Documents

- a. Where design and construction documents are required for compliance with all relevant building code and regulatory requirements **or to perform the work**, the contractor shall be reimbursed for all costs, including and limited to the approved direct cost of providing **design and** construction documents of up to three percent (3%) of the SFC Proposal cost, not to exceed \$10,000.00, including printing and reproduction costs.

9. Cost Estimation Procedures

- a. Throughout the duration of the Contract, only the following cost data items shall be utilized:
 - (1) Detailed line item pricing;
 - (2) All projects shall have quoted prices by a minimum of three (3) suppliers for all lighting fixtures and equipment over Seventy-Five and no/100ths dollars (\$75.00) in value; and,
 - (3) All projects shall have quoted prices by a minimum of three (3) suppliers for all equipment that must be rented in order to perform the Work, which prices shall not exceed the book value of the equipment.
- b. Estimates shall include all pertinent line items for the project as described in the SFC Proposal, in project drawings and sketches, and at the site visit. Calculations used in preparing estimates for SFC Proposals shall be based on actual audit information and quantities.

Additional quantities for waste, lap, shrinkage, expansion, compaction, or damage due to delivery, will not be allowed as a component of the line item cost.

- c. The cost estimation procedures are used for determination of a fair and reasonable price for the work described in the SFC Proposal. The Contractor shall be responsible for completing all work required by the SFC Proposal, drawings, submittals, and other contract documents. The only instances in which funds will be added or removed after Short Form Contract execution will be Owner directed addition to or modification of existing work, differing site conditions, or liquidated damages (See Contract Attachment F).

10. Required Communications Equipment

Contractor's project manager and other supervisory staff involved with an ongoing Short Form Contract shall be equipped with mobile telephone and data service when away from their office station. The Contractor shall implement, maintain, and control a business operations system for identification, preparation, reproduction, distribution, and maintenance of all documentation.

11. Staffing

- a. Contractor Staff

The Contractor shall maintain adequate personnel resources necessary to successfully manage, staff and perform the Work of this Contract. Contractor staff shall provide a quick response, the ability to manage multiple projects, and effectively utilize subcontractors. Contractor shall provide

the ability for 24 hour response to construction issues and alarms during construction activities and duration. The inability to provide adequate staff may constitute a Contractor's refusal to perform the Work.

b. Subcontractor

Subcontractors utilized shall meet all appropriate licensing requirements, and be appropriately skilled to perform the required work. (see Section D.5 of the Contract and Article 5 of the General Conditions, Section No. 00 72 13. Also refer to Section No. 01 78 88, Report of Subcontractors and Suppliers.)

(End of Work Procedures)

REQUEST FOR PROPOSAL FORM

OWNER
 State of Tennessee,
 Department of General Services
 Contact Name:
 Phone:
 Email:

Master Contract SBC No. 529/000-06-2015
 Value Added Reseller

 SBC Project No. XXX/XX-XX-XXXX

CONTRACTOR
 Name:
 Address:

 Phone:
 Email:

WORK
 Title:
 Location:
 Date:

DESCRIPTION: *(Brief description of Work)*

Owner submits this RFP to Contractor with the following provisions:

1. Work Documents shall include the following as an Attachment herein:
 - a) Conditions of the Contract (General, Supplementary and Additional)
 - b) Specifications, dated _____
 - c) Drawings, dated _____
 - d) Schedules, dated _____
2. Contractor shall submit a SFC Proposal detailing energy cost-saving potentials, project budget and schedule energy savings proposal based on the above Work Documents and in accordance with the terms and conditions of the Contract applicable to this energy savings proposal. SFC Proposal shall be submitted using SFC Proposal Form and other documents, as required.
3. Contractor shall submit SFC Proposal within a period of not more than fifteen (15) calendar days from receipt of this Request for Proposal Form.

This RFP is submitted by:

Work Administrator Signature: _____

Name: _____

Title: _____

Date: _____

SFC PROPOSAL FORM

OWNER

State of Tennessee,
 Department. of General Services
 Contact Name:
 Phone:
 Email:

Master Contract SBC No. 529/000-06-2015
 Value Added Reseller

SBC Project No. XXX/XX-XX-XXXX

CONTRACTOR

Name:
 Address:

Phone:
 Email:

WORK

Title:
 Location:
 Date:

Submission of this SFC Proposal by Contractor constitutes acknowledgement that:

1. Contractor has received, read, and understands the Work Documents, has visited the site and become familiar with local conditions under which Work is to be performed, has correlated observations with requirements of Work Documents, and makes this SFC Proposal in accordance therewith.
2. A SFC Proposal constitutes an open offer and is irrevocable for a period of thirty (30) days following the date of the Contractor's signature, and that upon acceptance by the Owner shall become binding under the terms of the above-referenced project Contract.
3. SFC Proposal documents include this SFC Proposal and attachments, the conditions of the Contract (General, Supplementary and other Conditions), the Drawings, the Specifications, and Modifications issued after execution of the RFP.
4. The Work quoted in this SFC Proposal shall be commenced on a date to be stipulated in the Notice to Proceed; and, subject to authorized adjustments. Substantial Completion shall be achieved upon the passage of the Short Form Contract time, calculated from and including the date of commencement and successful completion of work specified in the Short Form Contract.

SHORT FORM CONTRACT TIME: _____ calendar days (attach project schedule)

5. Liquidated Damages shall be enforced as set forth in the Work Conditions, in the amount of:

LIQUIDATED DAMAGES: \$ _____ .00 per calendar day

SBC Project No: XXX/XX-XX-XXXX

6. This Contractor agrees to the following maximum liability for the Work: (show amount in both words and figures):

_____ and ____00 /100ths Dollars
\$ _____ .00

This sum is derived in accordance with the terms of the Contract applicable to the Work and of the Work documents and identified as an attachment to this SFC Proposal, dated:

ATTACHMENT COST DATA DATE: _____

7. Person who signs proposal on behalf of Contractor is legally empowered to bind Contractor to the terms of this SFC Proposal.

8. This SFC Proposal is submitted by:

Authorized signature: _____

Name: _____

Title: _____

Date: _____

Electronic, scanned or facsimile signatures shall have the same force and effect as original signatures.

Contractor, do not make any marks below this line.

ACCEPTANCE BY OWNER:

This SFC Proposal is hereby accepted and the Contractor is bound to perform the Work as described in this agreement when executed by the undersigned.

Work Administrator Approval: _____

Contract Administrator Name: _____

Electronic, scanned or facsimile signatures shall have the same force and effect as original signatures.

ATTACHMENT C: VAR DESIGN AND CONSTRUCTION GUIDE

State of Tennessee

Department of General Services

STREAM

Date: November 12, 2015

Master Contract SBC Number: 529/000-06-2015

VAR DESIGN AND CONSTRUCTION REQUIREMENTS

I. GENERAL INFORMATION	3
A. Designers Manual/VAR Design and Construction Guide.....	3
B. Project Manual.....	3
II. VAR DESIGN AND CONSTRUCTION GUIDE.....	4

I. GENERAL INFORMATION

A. Designers' Manual/VAR Design and Construction Guide

1. Definition

The document referred to as the *VAR Design and Construction Guide* is contained in Section II. The *VAR Design and Construction Guide* is an adaptation of the *Designers' Manual*, issued by Department of General Services, STREAM. It can be located on our website at: <http://tn.gov/generalservices/article/designers-manual-2014>.

2. Applicability

- a. The *VAR Design and Construction Guide* is the guiding document to be used for preparing design and construction documents and accomplishing construction and closeout for individual Short Form Contracts.
- b. The *VAR Design and Construction Guide* begins with a Table of Contents that has been copied from the *Designers' Manual* and modified to indicate the inclusion or omission of each document contained within.

B. Project Manual

1. Prepare the Project Manual in accordance with the project manual guide documents included in the *VAR Design and Construction Guide*. The Project manual, unless otherwise approved, shall be produced on 8.5 inch wide by 11 inch pages, printed two-sided, each section beginning on a right-hand page, bound on the left margin.
2. Prepare the Drawings, unless otherwise approved, with a title sheet, location map, and list of drawings.

TABLE OF CONTENTS

Part 1 Administrative Procedures

Date	Name	Title	Pages
Dec 14	Chapter 1	Introduction	5
Dec 14	Chapter 4	Project Manual Guide for General Work	26
June 14	Chapter 6	Project Construction	15
June 14	Chapter 7	Close-out and Record Documents	2
June 14	Chapter 8	Warranty Period	3

Part 2 Appendix 1 - Administrative Forms

Date	Name	Title	Pages
June 14		Personnel Used in Contract Performance Attestation	1
June 14		Pre-Construction Conference Guide	5
June 14		Field Report	1
June 14		Project Information Form SBC-25	1
June 14		Year-End Warranty Inspection	1

Part 3 Appendix 2 – Bidding Documents

Contract Forms

Date	Name	Title	Pages
June 14	00 54 33	ACH Credits Form	2
June 14	00 54 35	Substitute W-9 form	1
June 14	00 61 13	Contract Bond	2
June 14	00 65 01	Non-Use of Asbestos Containing Material Affidavit	1

Conditions of the Contract

Date	Name	Title	Pages
July 09	00 72 13	General Conditions AIA A201-1997 RPA Std	48
May 15	00 73 40	Supplementary Conditions	1

Division 1 – General Requirements

Date	Name	Title	Pages
June 14	01 21 13	Allowances	1
June 14	01 22 19	Unit Prices	1
June 14	01 26 00	Modification Procedures	1
June 14	01 26 20	Weather Delays	2
June 14	01 26 50	Form for Cost Contractor's or Subcontractor's Itemization	1
June 14	01 29 73	Schedule of Values	1
June 14	01 29 76	Payment Procedures	2
June 14	01 29 76.13	Personnel Used in Contract Performance	1
June 14	01 31 19	Project Meetings	1
June 14	01 31 90	Administrative Logs	1
June 14	01 32 15	Progress Schedules and Reports	1

June 14	01 35 13.16	Perimeter Detention Project Procedures	11
June 14	01 35 13.17	Youth Development Center Project Procedures	4
June 14	01 35 13.19	Mental Health and Disabilities Project Procedures	3
June 14	01 35 13.22	Dept. of Education Special Schools' Project Procedures	4
June 14	01 35 13.24	Tennessee Veterans' Homes Board Project Procedures	3
June 14	01 35 13.28	Department of Military Project Procedures	2
June 14	01 35 13.30	Limited Scope Detention Project Procedures	9
June 14	01 35 13.32	Non-Institutional Detention Project Procedures	7
June 14	01 41 15	Regulatory Requirements	1
June 14	01 43 25	Testing Laboratory Services	1
June 14	01 62 25	Product Options and Substitutions	1
June 14	01 62 32	Substitution Request Form	2
June 14	07 77 70	Close-Out Procedures	2
June 14	0178 21	Close-Out Submittals	1
June 14	01 78 88	Report of Subcontractors and Suppliers	1
June 14	01 79 00	Demonstration and Training	2

End of VAR Design and Construction Guide

Attachment D -

PROJECT NAME: VAR Contracts
OPR AUTHOR: Carole Burgess
SBC #: _____

Tennessee Owner Project Requirements (OPR)

November 12, 2015

1. Owner Project Requirements Summary

The Owner Project Requirements (OPR) is a deliverable of the State of Tennessee High Performance Building Requirements which promotes the design, construction, and operation of high performance state-owned buildings. The goal of the HPBr is to embed a greater economic value within the state building portfolio through reduced operating costs, higher performance and increased sustainability.

The OPR identifies the intended functional requirements and the expectations of the building's design and operation, including those systems which will be commissioned.

2. Project Information Table

Project Classification	
Project Type	<input type="checkbox"/> New Construction <input checked="" type="checkbox"/> Renovation/Addition <input type="checkbox"/> Capital Maintenance
Project MACC Budget (Maximum Allowable Construction Cost)	<input type="checkbox"/> Major (\$20M or more) <input checked="" type="checkbox"/> Standard (<\$20M and >\$3M) <input type="checkbox"/> Minor (\$3M or less)

General Operation Schedules	
Lighting	Weekday: 6 AM – 6 PM Saturday: 8AM – 12 PM Sunday: Off Holiday: Off

HVAC	Weekday: 6 AM – 6 PM Saturday: 8AM – 12 PM Sunday: Off Holiday: Off
After-hour overrides	HVAC and Lighting after hour overrides will be based on occupancy sensing through the Lighting Control and Building Automation Systems

Project Overview and Special Requirements
Project Description: (Include general description, leasable area, conditioned area, gross floor area, occupancy figures including type and number, as well as expected facility and program life spans)
Provide LED lighting retrofits, LED and HVAC control systems with integral interface, electric motor upgrades, energy management systems implementation and / or metering with a wireless control platform wherever possible in multiple buildings. All related work will be included.
General Purchasing Requirements (Energy Star qualified equipment, systems and appliances per TCA 12.3.905(d))
Energy Star products must be specified and purchased in compliance with the TVA Energy Right Solutions program, unless specifically approved otherwise by the State.
TCA 12.3.905(d) - Energy efficiency standards to be adopted -- Equipment, appliances, lighting and heating and cooling products and systems to be Energy Star qualified
(d) All future office equipment, appliances, lighting and heating and cooling products and systems purchased by and for state agencies shall be Energy Star qualified; provided, that such Energy Star qualified products and systems are commercially available.
(e) Existing purchasing contracts for all state agencies that do not provide as options Energy Star qualified office equipment, appliances, lighting and heating and cooling products and systems shall not be renewed upon expiration. All future contracts for state agencies shall provide as options Energy Star qualified office equipment, appliances, lighting and heating and cooling products and systems.
General Building Requirements (Include those related to ventilation, occupancy, etc. where applicable to the entire building)
<ul style="list-style-type: none"> Proposed design shall demonstrate a 20% energy cost savings over a baseline design as defined by ASHRAE 90.1-2007, Appendix G.

- Building design will comply with ASHRAE Standard 55-2004 for Thermal and Environmental conditions, and ASHRAE Standard 62.1-2007 for air quality.
- Relative humidity (RH) is not to exceed 60%. Special space conditions may warrant lower RH levels.

Lighting Requirements

(Include required or desired characteristics such as illuminance levels, power density, fixture requirements, control interfaces, etc.)

- Lighting levels must meet the minimum foot candles at the desk as set by current Illuminating Engineering Society of North America (IESNA). All occupied spaces will have lighting levels designed for optimal photometrics using manufacturer modeling data.
- Energy-saving fixtures, lamps and lighting control systems will be used to the fullest extent possible, such as dimmable LED fixtures that are 0-10 volts controllable, unless the State directs otherwise.
- The State has negotiated national pricing on lighting fixtures and controls with multiple suppliers. Bidders are required to utilize this national pricing with nominal mark up.
- LED lighting fixtures shall contain embedded Zigbee® Certified chip provided by the manufacturer, unless approved otherwise, **in writing**, by the State. Confer with the State Energy Group on acceptable fixture models and features. Use of embedded motion sensors and daylight sensors where available will also be included in lighting design requirements for a complete lighting control system in each facility.
- Lighting fixtures shall meet the minimum CRI and Efficacy requirements as follows:

		Lumens/watt	CRI	Warranty	Color Temperature
•	Troffers	95	82	10 Years	4000K
	Downlights	50	80	10 Years	4000K
	Wall Sconces	50	80	10 Years	4000K
	Industrial Strips	100	80	10 Years	4000K
	Flood Lights	100	80	10 Years	4000K
	Garage Fixtures	100	70	10 Years	4000K
	Highbay/ Lowbay	100	80	10 Years	4000K

- Light fixtures must carry a minimum warranty of 10 years including delivery and return charges, unless otherwise approved by the State.
- All lighting systems shall contain controls according to the Lighting Control Requirements Section, unless specifically approved by the State.

Lighting Control Requirements

(Include required or desired characteristics such as system requirements, individual device specifications, control interfaces, etc.)

- The Lighting Control System (LCS) shall use a large-scale wireless mesh network to communicate between all lighting control devices, plug load devices, and metering devices throughout the building. Coordinate with the State Energy Group on acceptable software systems.
- System shall be interoperable utilizing the open ZigBee® standard as adopted by ASHRAE Standard 135-2008 Addendum q for its wireless communications, unless approved otherwise, in writing by the State.
- The VAR shall provide a control plan for each project to be coordinated and implemented to ensure the State has a complete building wide system unless directed otherwise by the state.
- System shall be capable of scheduling, dimming, task tuning, occupancy control and electrical sub metering. Other controls include light harvesting and plug metering.
- The state uses top trim, the dimming of fixtures to a % of actual output, as a means to extend the life of each fixture. This top trim will be lockable at the Master Administrative level to insure the fixture does not operate above IESNA levels.
- Interactive graphical display will be part of the LCS, allowing global review

of system performance of each project including override mode, % of fixture output, total energy savings in real time and reported cumulative savings weekly, monthly, yearly and from the date of the project installation.

- Control software shall enable integration with a Building Automation System (BAS) via BACnet/IP with no additional hardware required where applicable.
- Software interface shall be made available to networked computer devices via standard Web browser, without requiring additional software on computers and other access devices.
- Lighting control capabilities shall be available on a building operator level for dimming and adjusting lighting levels for each LCS zone, within the parameters set by the Master Administrative level.
- All control software connections between managed systems shall be via the Owner's LAN (local area network) or WAN (wide area network), or the Internet in general.
- Lighting Occupancy sensors shall have the ability to control plug loads and HVAC points for a complete LCS.
- Plug load control where applicable, shall have both switched and un-switched circuit and load shedding capability, with all trending data available and displayed on the LCS graphics. The building operator shall have access to plug load control through the LCS graphics. HVAC control shall be provided through wireless thermostats for unitary equipment or through communication with the BAS.
- The LCS shall monitor the status of control devices, display alarm information, and notify select individuals or the Building Automation System, either through a web interface, or via emails, of important issues.
- The LCS shall have 15% additional point capacity for future expansion.
- Training will be provided to the facility personnel on the LCS on each site.

Special Building Control Systems Requirements

(Include required or desired integration or communication between control systems, including lighting, BAS, HVAC, Fire Suppression, etc.)

- The Sequence of Operation (SOO) for HVAC systems must be designed to provide the general operations schedule designated in Section II of the OPR. Also, the Building Automation System (BAS) shall adjust HVAC operation to maintain high efficiency during part-load conditions and provide for temporary un-occupied operations.
- Where no BAS is existing, install wireless Zigbee® Certified thermostats, located in the serviced zone, capable of control via LCS occupancy sensors as requested and **unless approved otherwise, in writing**, by the State.
- In addition to direct energy measurements, the BAS shall be capable of trending HVAC equipment status, temperatures, and pressures which will assist in reconciling predicted and actual energy performance.

- Include an optimum point schedule to allow efficient control and trending. Minimum HVAC trended points, as applicable for individual projects, are noted in the table below:

BAS Data Point \ Equipment	Unitary or Package HP	Air Handler Units	Pumps	Exhaust Fans	Chillers	Boilers	Other Equipment
Supply Air Temp	X	X					
Supply Fan Airflow		X					
Return Air Temp	X	X					
Return Fan Airflow		X					
Mixed Air Temp		X					
Return Air Humidity							
Duct Static Pressure		X		X			
Damper Position		X		X			
Water Supply Temp	X		X		X	X	
Water Return Temp	X		X		X	X	
Status On/Off	X	X	X	X	X	X	X

- At a minimum, all trended data points shall be recorded and stored for one year. All digital points will be trended by Change of Value (COV) for up to 1500 samples and all analog points will be trended every 5 minutes for up to 180 days. All trended points will have a system trend data report generated for each HVAC system daily. The Facility Manager shall have full administrative rights to the BAS to adjust set points, trending and data collection.
- The BAS system shall monitor the status of control devices, display alarm information, and notify select individuals, either through a web interface, or via emails, of important issues.
- All capable equipment including Variable Frequency Drives (VFD), individual fan wall fans, multiple pumps, etc. shall have BACnet communication interface as individual trend-able points.
- The BAS shall provide BACnet/IP extension (server-side) as a software

extension to its management software. No additional hardware shall be required.

- All HVAC points will be available for view and control for a minimum of set point and dead band at a Master Administrator level through the BAS graphic display.
- Real time temperature and operational status will be displayed on the BAS graphics.
- The BAS shall have 15% additional point capacity for future expansion for each type of I/O point type (AI, AO, DI, and DO) at each controller.

Metering Requirements

(Include required or desired metering and sub metering for each utility service at each building and as requested by the State.)

- All projects will include a minimum of one electrical meter per building.
- Lighting, HVAC and plug load will be metered through the lighting control system (LCS) or BAS as approved by the State.
- Electric power monitoring will be through the LCS wireless network (with BACnet interface). The LCS shall include logic to initiate automatic demand reduction through LCS control and BAS interface that slowly dims light fixtures and regulates equipment to meet LCS demand set point in kW usage. Reporting through the LCS graphics is required.

**SHORT FORM CONTRACT
 UNDER MASTER CONTRACT
 SBC NO. 529/000-06-2015
 BETWEEN THE STATE OF TENNESSEE,
 DEPARTMENT OF GENERAL SERVICES
 AND
 CONTRACTOR NAME
 TO
 SBC PROJECT NUMBER XXX/XXX-XX-XXXX**

This Short Form Contract (the "Short Form Contract"), is entered into by and between the State of Tennessee, Department of General Services, hereinafter referred to as the "Owner" and **Contractor Legal Entity Name**, hereinafter referred to as the "SFC Contractor".

A. SCOPE OF SERVICES:

A.1. Pursuant to Section A.1 of the Contract between the Owner and the SFC Contractor dated _____ (the "Master Contract"), Owner desires to engage SFC Contractor to perform the work described in the "SFC Proposal" attached hereto as Exhibit A in accordance with the requirements set forth therein.

A.2. The Contractor shall provide all services and deliverables as required, described, and detailed in Exhibit A and shall meet all service and delivery timelines as specified therein. Liquidated damages in the amount set forth in Exhibit A shall be enforceable.

C. CONTRACT PERIOD:

B.1. Contract Period. This Contract shall be effective for the period commencing on the date of full and complete execution of this Short Form Contract, and ending on **DATE**. The Contractor hereby acknowledges and affirms that the Owner shall have no obligation for services rendered by the Contractor which were not performed within this specified contract period.

B.2. In Process Work Term Extension. The Owner reserves the right to extend this Short Form Contract for a period beginning at the end of the final term for the purpose of completing all work order activities associated with any authorized work initiated during the term(s) of this Short Form Contract.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the Owner under this Short Form Contract exceed _____ and No/100ths Dollars (\$_____). The payment terms set forth in Exhibit A shall constitute the maximum amount due the Contractor for all service and Contractor obligations hereunder regardless of the difficulty, hours worked, materials or equipment required. The Maximum Liability includes, but is not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the Maximum Liability for any period under the Contract or any extensions of the Contract for work not requested by the Owner. The Maximum Liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Short Form Contract unless the Owner requests work and the Contractor performs said work. The Owner is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Short Form Contract.

Project Title

SBC Project No.: **XXX/XXX-XX-XXXX**

Page 1 of 3

- C.2. Compensation Firm. The lump sum fee liability of the Owner for services under this Short Form Contract is firm for the duration of the Contract and is not subject to escalation for any reason unless amended.
- D. SPECIAL TERMS AND CONDITIONS:
- D.1. Conflicting Terms and Conditions. Except as to those terms and conditions of the Master Contract which directly conflict with the terms and conditions of this Short Form Contract, the terms and conditions of the Master Contract are incorporated herein as if expressly included in this Short Form Contract. In the event of any directly conflicting terms and conditions between the Master Contract and this Short Form Contract, the Short Form Contract shall control.
- D.2. Contract Bond. A Contract Bond in the amount of one hundred percent (100%) of the Maximum Liability is attached hereto as Exhibit B.
- D.3. Limitation of Owner's Liability. The Owner shall have no liability except as specifically provided in this Short Form Contract. In no event will the Owner be liable to the Contractor or any other party for any lost revenues, lost profits, loss of business, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Short Form Contract or otherwise. The Owner's total liability under this Short Form Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability. This limitation of liability is cumulative and not per incident.
- D.4. Entire Agreement. This Short Form Contract is complete and contains the entire understanding between the Parties relating to its subject matter, including all the terms and conditions of the Parties' agreement. This Short Form Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the Parties, whether written or oral.
- D.5. Miscellaneous. The Contractor is responsible for completing the Tennessee Valley Authority Energy Right rebate program documentation for all applicable Work, including all application requirements, equipment documentation and securing rebate funds for the Owner.

(Remainder of page left blank intentionally)

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

IN WITNESS WHEREOF:

CONTRACTOR LEGAL ENTITY NAME:

Contractor Signatory, Contractor Title

DATE: _____

STATE OF TENNESSEE,

OFFICE OF THE STATE ARCHITECT:

Peter L. Heimbach, Jr., State Architect

DATE: _____

DEPARTMENT OF GENERAL SERVICES:

Robert E. Oglesby, Commissioner

DATE: _____

CONTRACT BOND

TENNESSEE STATE BUILDING COMMISSION STANDARD FORM

BOND NO. _____

Know all men by these presents: that we

(hereinafter called the "Principal") and

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

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

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

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

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

to complete the Work of the project titled:

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

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

00 61 13

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

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

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

Executed in _____ counterparts.

Witness:

(name of Principal) _____ *(name of Surety)*

(authorized signature) _____ *(signature of Attorney-in-fact)*

(name of signatory) _____ *(name of Attorney-in-fact)*

(title of signatory) _____ *(Tennessee license number of Agent or Attorney-in-fact)*

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

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

Form for Amendment, Change Order, or Directive

Master Contract SBC No. 529/000-06-2015
Value Added Reseller

Short Form Contract No. XXX/XXX-XX-XXXX

Orig Short Form Contract Date	<input type="checkbox"/> Amendment	Number
This Change Initiated	<input type="checkbox"/> Change Order	
	<input type="checkbox"/> Construction Change Directive	

The following changes in the Short Form Contract are hereby directed:

The original Work Order Sum.	\$00
Net Change previously authorized	\$00
The Maximum Liability prior to this Modification	\$00
This modification (<i>increases / does not change / decreases</i>) the Maximum Liability	\$00
The new Maximum Liability, including this modification	\$00
This modification (<i>increases / does not change / decreases</i>) the Contract Time Days
The new Contract Time, including this modification Days
The last day of the Contract Time, including this modification		Date:

Contractor:
 signed _____
 name _____
 title _____

Owner:
 signed _____
 name _____
 title _____

State Architect:
 signed _____
 name _____
 title _____

TECHNICAL RESPONSE & EVALUATION GUIDE

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

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

RESPONDENT LEGAL ENTITY NAME:			
Response Page # (Respondent completes)	Item Ref.	Section A— Mandatory Requirement Items	Pass/Fail
		The Response must be delivered to the State no later than the Response Deadline specified in the RFP Section 2, Schedule of Events.	
		The Technical Response and the Cost Proposal documentation must be packaged separately as required (refer to RFP Section 3.2., <i>et. seq.</i>).	
		The Technical Response must NOT contain cost or pricing information of any type.	
		The Technical Response must NOT contain any restrictions of the rights of the State or other qualification of the response.	
		A Respondent must NOT submit alternate responses (refer to RFP Section 3.3.).	
		A Respondent must NOT submit multiple responses in different forms (as a prime and a sub-contractor) (refer to RFP Section 3.3.).	
	A.1.	Detail the name, e-mail address, mailing address, telephone number, and facsimile number of the person the State should contact regarding the response.	
	A.2.	<u>Statement of Certifications and Assurances:</u> Provide the Statement of Certifications and Assurances (RFP Attachment 6.1.) completed and signed by an individual empowered to bind the Respondent to the provisions of this RFP and any resulting contract. The document must be signed without exception or qualification.	
	A.3.	<u>Conflict of Interest:</u> Provide a statement, based upon reasonable inquiry, of whether the Respondent or any individual who shall perform work under the contract has a possible conflict of interest (<i>e.g.</i> , employment by the State of Tennessee, or other conflict as set forth in Item 12 of the SBC By-Laws, Policy & Procedures) and, if so, the nature of that conflict. 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.4.	<u>Response Package Cover Sheet:</u> The outermost container displays Contractor Licensing information, with the Respondent’s State of Tennessee Contractor’s License Number, Classification, Expiration Date, and License Limit (Refer to RFP Attachment 6.4.a.). The dollar limit on the license is sufficient to support \$5million)	

RESPONDENT LEGAL ENTITY NAME:			
Response Page # (Respondent completes)	Item Ref.	Section A— Mandatory Requirement Items	Pass/Fail
	A.5.	<p>Bonding: Provide a letter from an insurance/surety. The surety for any and all bonds must have a rating of “A” or better with the U.S. Treasury Department Agency.</p> <p>The letter from the surety company must include the Respondent’s capability to provide bonding for a minimum of \$5 million in accordance with the Terms and Conditions of the Contract. The letter must include the Respondent’s individual project and overall bonding capabilities and specify the Respondent’s monetary bonding capacity.</p> <p>However, during the term of the contract, bonding will be required at 100% of each Work Order Agreement issued.</p>	
	A.6.	<p>Provide a valid, Certificate Of Insurance (ACORD), that is verified and dated within the last six (6) months and which details all of the following:</p> <ul style="list-style-type: none"> (a) Insurance Company (b) Respondent’s Name and Address as the Insured (c) Policy Number (d) The following minimum insurance coverage; <ul style="list-style-type: none"> I. Workers' Compensation and Employers' Liability, without restriction as to whether covered by Workmen’s Compensation law shall be according to statute with Employer’s Liability of one million dollars (\$1,000,000.) II. Comprehensive Commercial General Liability , including Premises/Operations; Underground, Explosion, Collapse Hazard; Products/Completed Operations; Contractual; Independent Contractors; Broad Form Property Damage; and, Personnel Injury (Employment Exclusion deleted). Each occurrence not less than one million dollars (\$1,000,000) and not less than two million dollars (\$2,000,000) aggregate. III. Business Automobile Coverage (including owned, leased, hired, and non-owned vehicles. If there are no owned vehicles, Contractor may provide written certification of such and provide coverage limited to hired and non-owned vehicles.) with a bodily injury/property damage combined single limit not less than five hundred thousand dollars (\$500,000) per occurrence. <p>Professional Liability Insurance for all employees with a limit of not less than one million dollars (\$1,000,000) per claim and two million dollars (\$2,000,000) in the annual aggregate.</p>	
	A.7.	<p>Builder’s Risk: Provide an ACORD document from insurance agent to confirm coverage for a minimum of \$5 million. The policy shall be “All-Risk” Builder’s Risk. However, during the term of the contract, Builders Risk will be required at 100% of each Work Order Agreement issued.</p> <p>An Installation Floater Policy is not acceptable for the Builder’s Risk Policy.</p>	
	A.8.	<p>For the last three (3) years, provide the following ratios for the Respondent, calculated according to the generally accepted accounting principles:</p> <p>1.) Quick Ratio and 2.) Debt/Worth.</p> <p>NOTE: The Owner may request CPA audited or reviewed financial statements prepared in accordance with generally accepted accounting</p>	

RESPONDENT LEGAL ENTITY NAME:			
Response Page # (Respondent completes)	Item Ref.	Section A— Mandatory Requirement Items	Pass/Fail
		principles from the apparent best-evaluated Respondent prior to final award of the agreement. If the requested documents do not support the financial stability of the Respondent the Owner reserves the right to reject the proposal.	
	A.9.	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.	
	A.10.	Provide a statement of whether there have been any mergers, acquisitions, or sales of the Respondent within the last five (5) years. If so, include an explanation providing relevant details.	
	A.11.	Provide a statement of whether the Respondent or, to the Respondent's knowledge, any of the Respondent's employees, agents, independent contractors, or subcontractors, proposed to provide work on a contract pursuant to this RFP, have been convicted of, pled guilty to, or pled <i>nolo contendere</i> to any felony. If so, include an explanation providing relevant details.	
	A.12.	Provide a statement of whether there is any material, pending litigation against the Respondent that the Respondent should reasonably believe could adversely affect its ability to meet contract requirements pursuant to this RFP or is likely to have a material adverse effect on the Respondent's financial condition. If such exists, list each separately, explain the relevant details, and attach the opinion of counsel addressing whether and to what extent it would impair the Respondent's performance in a contract pursuant to this RFP. NOTE: All persons, agencies, firms, or other entities that provide legal opinions regarding the Respondent must be properly licensed to render such opinions. The Owner may require the Respondent to submit proof of such licensure detailing the state of licensure and licensure number for each person or entity that renders such opinions.	
	A.13.	Provide a statement and any relevant details addressing whether the Respondent is any of the following: a) is presently debarred, suspended, proposed for debarment, or voluntarily excluded from covered transactions by any federal or state department or agency; b) has within the past three (3) years, been convicted of, or had a civil judgment rendered against the contracting party from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; c) is presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed above; and has within a three (3) year period preceding the contract had one or more public transactions (federal, state, or local) terminated for cause or	

RESPONDENT LEGAL ENTITY NAME:			
Response Page # (Respondent completes)	Item Ref.	Section A— Mandatory Requirement Items	Pass/Fail
		default.	
	A.14.	Provide a Statement that your firm has been trained by at least two manufacturers as a Commissioning Agent to commission and start-up Zigbee based lighting control Systems.	
<i>State Use – Solicitation Coordinator Signature, Printed Name & Date:</i>			