

### STATE OF TENNESSEE

### Tennessee Tech University

**REQUEST FOR QUALIFICATIONS**

**For Commissioning Services**

**SBC Project No. 364/000-01-2022**

**Release Date: February 16, 2023**

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1. INTRODUCTION

Tennessee Tech University, on behalf of the State of Tennessee, hereinafter referred to as “the Owner” or “the State,” has issued this Request for Qualifications (“RFQ”) to define the State’s minimum service requirements; solicit responses; detail response requirements; and, outline the State’s process for evaluating responses and selecting a Respondent for contract award to provide the needed services.

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

Tennessee statutes (T.C.A. 4-15-101, et seq.) empower the State Building Commission (“SBC”) to advertise and award construction contracts for the improvement to real property for the State of Tennessee. The Commission will follow the procedure as herein described, in order to achieve maximum competition among qualified Respondents and to obtain the highest level of quality at the best price for State projects “utilizing procedures that promote competition to the greatest extent possible”.

* 1. Statement of Procurement Purpose

The State of Tennessee, Tennessee Tech University, Capital Projects and Planning, intends to secure a contract with a qualified company to provide building commissioning services for Tennessee Tech University. Commissioning services may be required for both existing buildings and new construction. They may also vary in scope and/or extent of services to be provided based upon the needs of Tennessee Tech University. Project locations shall be on the following campuses: Main Campus and the Shipley Farm in Cookeville, the Appalachian Center for Crafts in Smithville, or the TAP Facility in Crossville. Projects will vary in number and location from year to year and are subject to funding appropriation and/or availability of State funds.

Upon contracting for services, a successful Respondent, as Contractor, shall serve as Commissioning Agent (“CA”) on behalf of Tennessee Tech University and shall provide professional and specialized services in any appropriate technical discipline within the broad field of commissioning. Tennessee Tech University shall manage commissioning activities through individual Commissioning Work Order Authorization, which stipulate the project-specific services and cost for each Commissioning project or assignment (See Attachment I, Pro Forma Contract).

A detailed scope of services anticipated from the CA is set forth in Contract Attachment 1 of the *Pro Forma* Contract which is included with this RFQ as Attachment I. Respondents should be companies with experience providing Commissioning services on similar scale and profile projects with success in ensuring projects are: delivered on time and within budget; sustainably designed and constructed; and able to be easily and cost effectively maintained.

* 1. Pre-Response Teams Meeting

Participation in the pre-proposal Teams Meeting is not mandatory, but strongly recommended. The

time and date for the meeting are included in the schedule of events. Send an email request

to the RFQ Coordinator at least one day before the meeting and a TEAMS link will be provided via

email. Include in the subject line **Request for RFQ Teams Meeting Link**.

* 1. Notice of Intent to Respond

Before the Notice of Intent to Respond Deadline detailed in Schedule of Events, potential Respondents should submit to the RFQ Coordinator a Notice of Intent to Respond in the form of a simple e-mail or other written communication. Such notice should include the following information: the business or individual’s name (as appropriate), a contact person’s name and title, the contact person’s mailing address, telephone number, and e-mail address, contractor’s license number, classification, expiration date and license limit. Filing a Notice of Intent to respond is not a prerequisite for submitting a response.

Ms. Jody Webb, RFQ Coordinator

TENNESSEE TECH UNIVERSITY

Facilities Office Building

220 W. 10th Street, Room 116

Cookeville, Tennessee 38501

931-372-3524

[jwebb@tntech.edu](mailto:jwebb@tntech.edu)

1. RFQ SCHEDULE OF EVENTS
   1. The following RFQ Schedule of Events represents the Owner’s best estimate for this RFQ.

|  |  |  |
| --- | --- | --- |
| **EVENT** | **TIME**  **(central time zone)** | **DATE**  **(all dates are state business days)** |
| 1. RFQ Issued |  | February 16, 2023 |
| 2. Disability Accommodation Request Deadline | **2:00 p.m.** | February 22, 2023 |
| 3. **Pre-Response Teams Meeting** | **2:00 p.m.** | February 28, 2023 |
| 4. Notice of Intent to Respond Deadline | **2:00 p.m.** | March 2, 2023 |
| 5. **Written “Questions & Comments” Deadline** | **2:00 p.m.** | March 7, 2023 |
| 6. State response to written “Questions & Comments” |  | March 10, 2023 |
| 7. **RFQ Technical and Fee Response Deadline** | **2:00 p.m.** | March 21, 2023 |
| 8. State Completion of Technical Response Evaluations |  | April 11, 2023 |
| 9. **State opens Fee Response(s)** | **2:00 p.m.** | April 11, 2023 |
| 10. **State Issues Notice of Intent to Award** |  | April 17, 2023 |
| 11. State Building Commission |  | May 11, 2023 |
| 12. Contract Award |  | May 25, 2023 |

* 1. The Owner reserves the right, at its sole discretion, to adjust the RFQ Schedule of Events as it deems necessary. Any adjustment of the Schedule of Events, before the Notice of Intent to Negotiate, shall constitute an RFQ amendment, and the State will communicate such to potential proposers from whom the Owner has received a Notice of Intent to Respond (refer to section 1.3).

Proposals must be submitted to the Owner no later than the date and time shown, at the location below:

Ms. Jody Webb, RFQ Coordinator

Tennessee Tech University

Facilities Office Building

220 W. Tenth Street, Room 116

Cookeville TN 38501

931-372-3524

[jwebb@tntech.edu](mailto:jwebb@tntech.edu)

1. **RESPONSE REQUIREMENTS**
   1. **Response Contents**: A response to this RFQ shall include a Technical Response to RFQ Attachments A through C and a Fee Response to RFQ Attachment E.
      1. Technical Response: The Technical Response has three (3) parts:
         1. Mandatory Requirements: This section includes questions regarding the creditworthiness, licensing and business information that must be provided to ensure that the Respondent is an entity with whom the State could enter into a contract. A Respondent must duplicate and use RFQ Attachment A as a guide to organize responses for the Mandatory Requirements of the RFQ response. The Respondent should reference the page location of the information within the response in the indicated column of the table.
         2. General Qualifications & Experience: This section includes questions regarding general qualifications and experience that must be provided to demonstrate that the Respondent is qualified to provide Commissioning services to the State. A Respondent must duplicate and use RFQ Attachment B as a guide to organize responses for this portion of the RFQ response. The Respondent should reference the page location in the information within the response in the indicated column of the table.
         3. Technical Qualifications, Experience & Approach: This section includes questions regarding how the Respondent intends to provide Commissioning services for Tennessee Tech University projects. A Respondent must duplicate and use RFQ Attachment C as a guide to organize responses for this portion of the RFQ response. The Respondent should reference the page location in the information within the response in the indicated column of the table.

3.1.2 Fee Response: This section includes the fee structure for the personnel the Respondent intends to use to provide Commissioning services for Tennessee Tech University projects. A Respondent must use RFQ Attachment E and E-1 as a guide to organize responses for this portion of the RFQ response. This response is to be included in a separately sealed envelope labeled Fee Response in accordance with 3.3.3.

* 1. Response Delivery Location

A Respondent must ensure that the Owner receives a Response to this RFQ no later than the Response Deadline time and dates detailed in the Schedule of Events. The Technical Response must be delivered to:

Ms. Jody Webb, RFP Coordinator

Tennessee Tech University

Facilities Office Building

220 W. 10th Street, Room 116

Cookeville, Tennessee 38501

931-372-3524

[jwebb@tntech.edu](mailto:jwebb@tntech.edu)

* 1. Response Format
     1. A Respondent must ensure that the original response meets all form and content requirements detailed within this RFQ. Additionally, Respondent shall complete the Proposal Package Cover Sheet, RFQ Attachment H, which is to be affixed to the outermost container of the response package and another affixed to the envelope containing the Fee Response Form.
     2. The RFQ response shall be on standard 8 ½” x 11” paper. Include a one-page transmittal letter and a table of contents. Pages with print on both sides will be counted as two pages. Number all pages and follow the information structure provided with clear identification of each information section. The RFQ response should

be bound with wire or plastic binder so the open document will lay flat. Hard covers, 3 ring binders, sleeves, and other unique presentations features are discouraged.

* + 1. The Fee Response is to be submitted in a separately sealed container clearly labeled Fee Response. The Fee Response should not be submitted as part of the Technical Response.
    2. A Respondent must submit the Technical Response original response documents and copies as specified below.

One (1) original Technical Response paper document clearly labeled: **“SBC #364/000-01-2022 TECHNICAL RESPONSE ORIGINAL” AND**

Five (5) copies of the Technical Response paper document clearly labeled: **“SBC #364/000-01-2022 TECHNICAL RESPONSE COPY” AND**

One (1) digital document in PDF format properly recorded on its own otherwise blank standard USB flash drive labeled:

**“SBC #364/000-01-2022 TECHNICAL RESPONSE COPY”**

* + 1. A Respondent must submit the Fee Response original response documents and copies as specified below.

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

**“SBC #364/000-01-2022 FEE RESPONSE ORIGINAL”**

3.3.6 The submittal guide below is intended to assist proposers in organizing a response to this RFQ

|  |  |  |  |
| --- | --- | --- | --- |
| Document | No. of Copies | Package Marking | RFQ Reference |
| Technical Response Pass/Fail Mandatory Requirement Items Qualifications and Experience Technical Approach  Fee Response | Original, 5 copies and flash drive  Original | Technical Response in Response to RFQ SBC  No. #364/000-01-2022  Fee Response in Response to RFQ SBC No. #364/000-01-2022 | Attachments A, B, C  Attachment E, E-1 |

* 1. **Response Prohibitions:** A response to this RFQ should not:
     1. Restrict the rights of the State or otherwise qualify the response to this RFQ;
     2. Include, for consideration in this procurement process or subsequent contract negotiations, incorrect information that the Respondent knew or should have known was materially incorrect;
     3. Include more than one response, per Respondent; or
     4. Include any information concerning fees (in specific dollars or numbers) in the Technical Response.
  2. Response Errors & Revisions

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

* 1. Response Withdrawal

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

* 1. Response Preparation Costs

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

1. GENERAL INFORMATION & REQUIREMENTS
   1. **Communications**
      1. Respondents shall reference SBC #364/000-01-2022 in all communications relating to

this solicitation, and must direct any such communications regarding this RFQ to:

Ms. Jody Webb, RFQ Coordinator

TENNESSEE TECH UNIVERSITY

Facilities Office Building

220 W. Tenth Street, Room 116

Cookeville TN 38501

931-372-3524

[jwebb@tntech.edu](mailto:jwebb@tntech.edu)

The State will convey all official responses and communications related to this RFQ via the Tennessee Tech University Capital Projects and Planning website at <https://www.tntech.edu/capital-projects/sbc-capital/rfp-rfq.php>

* + 1. Potential Respondents with a handicap or disability may receive accommodation relating to the communication of this RFQ and participating in the RFQ process. Potential Respondents may contact the RFQ Coordinator to request such reasonable accommodation no later than the Disability Accommodation Request Deadline detailed in Schedule of Events.
    2. Unauthorized contact about this RFQ with other employees or officials of the State of Tennessee, or any other firms retained by the State for the Project, may result in disqualification from contract award consideration.
    3. Notwithstanding the foregoing, potential Respondents may also contact the following as appropriate:
       1. Staff of the Governor’s Office of Diversity Business Enterprise may be contacted for assistance with respect to available minority-owned, woman-owned, Tennessee service-disabled veteran-owned, and small business enterprises as well as general public information relating to this request; or
       2. Office of Human Resources, Tennessee Tech University, 1 William L. Jones Dr., Cookeville, TN 38501, 931-372-3034 is designated by the Owner to coordinate compliance with the nondiscrimination requirements of the State of Tennessee, Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and associated federal regulations.
  1. Nondiscrimination

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

* 1. Conflict of Interest
     1. The Owner may not consider a proposal from an individual who is, or within the past six

(6) months has been, a State employee. For these purposes,

* + - 1. An individual shall be deemed a State employee until such time as all compensation for salary, termination pay, and annual leave has been paid;
      2. A contract with or a proposal from a company, corporation, or any other contracting entity in which a controlling interest is held by any State employee shall be considered to be a contract with or proposal from the employee; and
      3. A contract with or a proposal from a company, corporation, or any other contracting entity that employs an individual who is, or within the past six

months has been, a State employee shall not be considered a contract with or a proposal from the employee and shall not constitute a prohibited conflict of interest.

* + 1. This RFQ is also subject to *Tennessee Code Annotated*, Section 12-4-101.
    2. This RFQ is also subject to State Building Commission Policy and Procedure 12.02, and the Duties and Obligations of the State are subject to Policy 12.02.
  1. Respondent Required Review & Waiver of Objections
     1. Each potential Respondent must carefully review this RFQ, including but not limited to, attachments, the RFQ Attachment I, *Pro Forma* Contract, and any amendments for questions, comments, defects, objections, or any other matter requiring clarification or correction (collectively called “questions and comments”).
     2. Any potential Respondent having questions and comments concerning this RFQ must provide such in writing to the Owner no later than the written “Questions & Comments Deadline” detailed in Schedule of Events.
     3. Protests based on any objection shall be considered waived and invalid if the objection has not been brought to the attention of the Owner, in writing, by the written “Questions & Comments Deadline.”
  2. Disclosure of Response Contents
     1. All materials submitted to the Owner in response to this solicitation become property of the State of Tennessee. Selection for award does not affect this right. By submitting a response, a Respondent acknowledges and accepts that the full contents and associated documents submitted in response to this request will become open to public inspection. Refer to Schedule of Events.
     2. The RFQ responses will be available for public inspection only after the completion of evaluation of the RFQ or any resulting solicitation which this RFQ becomes a part of, whichever is later.
  3. Notice of Professional Licensure, Insurance, and Department of Revenue Registration Requirements
     1. Before the response to this RFQ is submitted, the apparent successful Respondent (and Respondent employees and subcontractors, as applicable) must hold all necessary, appropriate business licenses(s) to provide service as required. The Owner may require any Respondent to submit evidence of proper licensure.
     2. At any time, the Owner may require the Contractor resulting from this RFQ to provide a valid, Certificate of Insurance indicating current insurance coverage meeting minimum requirements as indicated in the RFQ Attachment I, *Pro Forma* Contract, as may be specified by this RFQ. A failure to provide said documentation will be considered a material breach and grounds for contract termination.
     3. Before the Contract resulting from this RFQ is signed, the apparent successful Respondent must be registered with the Department of Revenue for the collection of Tennessee sales and use tax. The Owner shall not approve a contract unless

the Respondent provides proof of such registration. The foregoing is a mandatory requirement of an award of a contract pursuant to this solicitation.

* 1. RFQ Amendments & Cancellation
     1. The Owner reserves the right to amend this RFQ at any time, provided that it is amended in writing. However, prior to any such amendment, the Owner will consider whether it would negatively impact the ability of potential Respondents to meet the deadlines and revise the RFQ Schedule of Events if deemed appropriate. If an RFQ amendment is issued, the Owner will convey it via the Tennessee Tech University Capital Projects and Planning website at <https://www.tntech.edu/capital-projects/sbc-capital/rfp-rfq.php> A respondent must respond, as required, to the final RFQ (as amended, if amended), including its attachments.
     2. The Owner reserves the right, at its sole discretion, to cancel or to cancel and reissue this RFQ in accordance with applicable laws and regulations.
  2. State Right of Rejection
     1. Subject to applicable laws and regulations, the Owner reserves the right to reject, at its sole discretion, any and all proposals.
     2. The Owner may deem as nonresponsive and reject any proposal that does not comply with all terms, conditions, and performance requirements of this RFQ. Notwithstanding the foregoing, the Owner reserves the right to seek clarifications or to waive, at its sole discretion, a response’s minor variances from full compliance with this RFQ. If the Owner waives variances in a response, such waiver shall not modify the RFQ requirements or excuse the Respondent from full compliance with such, and the Owner may hold any resulting vendor to strict compliance with this RFQ.
     3. The Owner will review the response evaluation record and any other available information pertinent to whether or not each Respondent is responsive and responsible. If the evaluation team identifies any respondent that appears not to meet the responsive and responsible thresholds such that the team would not recommend the Respondent for potential contract award, this determination will be fully documented for the record. (“Responsive” is defined as submitting a response that conforms in all material respects to the RFQ. “Responsible” is defined as having the capacity in all respects to perform fully the contract requirements, and the integrity and reliability which will assure good faith performance.)
  3. Assignment & Subcontracting

The Contractor may not subcontract, transfer, or assign any portion of the Contract awarded as a result of this RFQ without prior written approval of the Owner. The Owner reserves the right to refuse approval, at its sole discretion, of any subcontract, transfer, or assignment. The Owner will document in writing the reason(s) for any rejection of a subcontract, transfer or assignment.

1. PROCUREMENT PROCESS & CONTRACT AWARD

**5.1. Evaluation Guide**.

The Owner will consider the information provided in a Respondent’s Technical Response and any clarifications in the evaluation of each Respondent’s Technical Response. The maximum evaluation points possible for each category are detailed below.

|  |  |
| --- | --- |
| Evaluation Category | Maximum Points Possible |
| Mandatory Requirements (refer to RFQ Attachment A) | Pass/Fail |
| General Qualifications, Experience, Technical  Qualifications, Experience & Approach (refer to RFQ Attachment B) | 50 |
| Technical Qualifications, Experience & Approach  (refer to RFQ Attachment C) | 50 |

The RFQ Coordinator and the Evaluation Team (consisting of three (3) or more State employees) will use the RFQ Attachments A-C to manage the evaluation and maintain evaluation records.

* 1. Technical Evaluation Phases:

|  |  |
| --- | --- |
| Phase I: | The RFQ Coordinator will evaluate the Mandatory Requirements set forth in RFQ Attachment A on a pass/fail basis to determine if the Respondent is responsive and responsible. If the RFQ Coordinator determines that a response failed to meet one or more of the mandatory requirements, the Proposal Evaluation Team will review the response and document the team’s determination of whether:   1. the response adequately meets RFQ requirements for further evaluation; 2. the State will request clarifications or corrections for consideration prior to further evaluation; or, 3. the State will determine the response to be non-responsive to the RFQ and reject it. |
| Phase II: | Following the Phase I evaluation, the Owner will apply a standard equitable evaluation model, which will represent a qualitative assessment of each response. Each response will be scored by the Evaluation Team, according to  the Technical Response & Evaluation Guides (See RFQ Attachments B & C). |
|  | The RFQ Coordinator will total the average score from the evaluation team for each responsive and responsible Respondent’s Technical Response Points for  RFQ Attachments B & C to attain the “Technical Score”. |

**5.3. Fee Response:**

No later than the date specified in the Schedule of Events in Section 2 of this RFQ, the Respondents will submit, in a sealed envelope to the RFQ Coordinator, a proposed fee schedule (“Fee Proposal”) on the form of Attachment E and E-1 to be used as the basis of negotiations for the fee component of the contract.

Following completion of the Technical Scoring, the RFQ Coordinator shall then open the Fee Response submitted by each of the three (3) Respondent with the highest Final Technical Scores beginning with the Respondent with the highest Final Technical Score and then in rank order for the remaining proposers. After opening each Fee Proposal, RFQ coordinator will then determine if:

* + 1. the response adequately meets RFQ requirements;
    2. clarifications or corrections are required for consideration prior to further evaluation; or,
    3. the State will determine the response to be non-responsive to the RFQ and reject it. Additionally, should the Owner declare any of the Respondent in the Fee Evaluation phase to be non-responsive, the Owner may proceed to the next ranked Respondent and so forth.

Once the State has a Fee Proposal that meets the RFQ requirements, the State shall then commence negotiations with the highest ranked Respondent for a mutually acceptable contract until the State has negotiated a mutually acceptable contract. If the State cannot negotiate a mutually agreeable contract, then they shall proceed to the next ranked Respondent until the State has negotiated a mutually acceptable contract with one (1) Respondent. All negotiations will be documented for the procurement file and conducted in a manner that supports fairness and good faith. Such negotiations may also include clarifications of the scope of services and contract terms. The Respondent with whom the State has successfully negotiated a contract will be recommended to the State Building Commission for contract award.

**5.4.**  **Additional Evaluation Matters:**

* + 1. No notice issued by the Owner, including the notice setting forth the Short List, the Notice of Intent to Negotiate or the Notice of Intent to Award shall create rights, interests, or claims of entitlement in any Respondent.
    2. Any contract award is subject to the approval of the State Building Commission.

**ATTACHMENT A**

**TECHNICAL RESPONSE & EVALUATION GUIDE**

**SECTION A: MANDATORY REQUIREMENT ITEMS**. All Respondents must address all items detailed below and provide, in sequence, the information and documentation as required (referenced with the associated item references). All Respondents must also detail the response page number for each item in the appropriate space below. The RFQ Coordinator will review all responses to determine if the Mandatory Requirement Items are addressed as required and mark each with pass or fail. For each item that is not addressed as required, the Evaluation Team must review the responses and attach a written determination. In addition to the Mandatory Requirement Items, the RFQ Coordinator will review each response for compliance with all RFQ requirements.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **RESPONDENT LEGAL ENTITY NAME:** | | |  | |
| **Response Page #** (Respondent  completes) | **Item Ref.** | **Section A— Mandatory Requirement Items** | | **Pass/Fail** |
|  |  | The Technical Response must be delivered to the State no later than the Technical Response Deadline specified in the RFQ 2,  Schedule of Events. | |  |
|  |  | The Technical Response and the Cost Proposal documentation must be packaged separately as required. | |  |
|  |  | 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 or multiple proposals in a different form. | |  |
|  | **A.1.** | Detail the name, e-mail address, mailing address, telephone number, and facsimile number of the person the Owner should contact regarding the response. | |  |
|  | **A.2.** | Describe the Respondent’s form of business (*i.e*., individual, sole proprietor, corporation, non-profit corporation, partnership, limited liability company) and business location (physical location or domicile). | |  |
|  | **A.3.** | Detail the number of years the Respondent has been in business. The Respondent must have a minimum of five (5)  years of experience in providing these services | |  |
|  | **A.4.** | Provide the Statement of Certifications and Assurances (RFQ Attachment F) completed and signed by an individual empowered to bind the Respondent to the provisions of this RFQ and any resulting contract. The document must be signed  without exception or qualification. | |  |

|  |  |  |  |
| --- | --- | --- | --- |
|  | **A.5.** | Provide a statement, based upon reasonable inquiry, of whether the Respondent or any individual who shall perform work under the contract has a possible conflict of interest (*e.g.*, employment by the State of Tennessee) and, if so, the nature of that conflict.  NOTE: Any questions of conflict of interest shall be solely within the discretion of the Owner, and the Owner reserves the right to  cancel any award. |  |
|  | **A.6.** | The outermost container displays RFQ Attachment H. |  |
|  | **A.7.** | Provide a valid, Certificate of Insurance that is verified and dated within the last six (6) months and demonstrates the Respondents ability to meet the insurance requirements set forth in this section.   1. Insurance Company 2. Respondent’s Name and Address as the Insured 3. Policy Number 4. The following minimum insurance coverage 5. Workers' Compensation and Employers' Liability, without restriction as to whether covered by Workmen’s Compensation law shall be according to statue with Employer’s Liability one hundred thousand dollars ($100,000) each occurrence, one hundred thousand dollars ($100,000) disease, each employee, five hundred thousand dollars ($500,000) disease, policy limits. 6. 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.   1. 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 one million dollars ($1,000,000) any Auto, each occurrence, combined single limit. 2. 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. |  |
| *State Use – RFQ Coordinator Signature, Printed Name & Date:* | | | |

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**ATTACHMENT B**

**TECHNICAL RESPONSE & EVALUATION GUIDE**

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

|  |  |  |
| --- | --- | --- |
| **RESPONDENT LEGAL ENTITY NAME:** | |  |
| **Response Page #** (Respondent  completes) | **Item Ref.** | **Section B— General Qualifications & Experience Items** |
|  | **B.1.** | Provide a brief statement indicating your firm’s credentials to deliver the services required by this RFQ. Include number of employees, type of client base, and location of offices. Name of the location of the office(s) providing services. |
|  | **B.2.** | Provide the following:   1. Resumes of key personnel who shall be assigned by the Respondent to perform duties or services under the Contract. The resumes shall detail each individual’s title, education, current certifications, current position with the Respondent, employment history and experience highlighting projects of similar scope and complexity that are under construction or have been substantially completed. On the page opposite to the resume of each individual, please show the corporate organizational chart illustrating lines of authority and where this person is positioned. Such personnel shall include, but not be limited to, the principle personnel, field technicians, field engineers and other key personnel who may be required. A project executive must also be named as key personnel but not be exclusively assigned to Projects. 2. Provide a reference (an Owner’s representative) for five (5) projects that the respondent has performed commissioning work. No more than three (3) of the references can be with work performed   for the State of Tennessee. Provide a Contact:   * 1. Name   2. Address   3. Telephone Number   4. E-mail Address   5. Project Name and Location   The Owner reserves the right to contact references given as well as any other sources available. |

|  |  |  |
| --- | --- | --- |
|  | **B.3.** | Provide the following information:   1. Describe what amount or percentage of the Respondent’s business is dedicated to Commissioning activities as compared to other types of business engaged by the company. 2. State the length of time the Respondent has been performing Commissioning services specifically required by this RFQ. 3. Briefly describe the Respondent’s experience in managing multiple Commissioning projects simultaneously, especially if sites are distributed over a diverse area. |
|  | **B.4.** | Detail your ability to provide High Performance Building Requirements  (HPBr) Commissioning Services. Include a minimum of three (3) past  projects within the last 10 years that you provided High Performance  Building Requirements (HPBr) Commissioning Services.  Provide a Contact:   1. Name 2. Address 3. Telephone Number 4. E-Mail Address 5. Project Name and Address   The Owner reserves the right to contact references given as well as any other sources available. |
|  | **B.5.** | Provide the following:   1. A list of current commissioning services projects on which the Respondent’s firm is committed, and both the dollar volume and time frame for each, and what services are being provided. 2. A list of all current commissioning contracts with the State of Tennessee and all those completed with the previous five (5) year period. 3. Documentation of Respondent’s commitment to diversity as represented by its business strategy, business relations, and workforce – this documentation should detail:    1. A description of the Respondent’s existing programs and procedures designed to encourage and foster commerce with business enterprises owned by minorities, women, persons with a disability and small business enterprises.    2. A listing of the Respondent’s current contracts with business enterprises owned by minorities, women, persons with a disability and small business enterprises, including the following information:       1. contract description and total value       2. Contractor name and ownership characteristic (i.e. ethnicity, sex, disability)   Iii Contractor contact and telephone number   * 1. An estimate of the probable level of participation by minorities, women, persons with disability and small business enterprises in a contract awarded to the Respondent pursuant to this RFQ.   2. The percent of the Respondent’s total current employees by ethnicity, sex and disability.   Provide Project Title, Client, Total Dollar Amount, Time Frame of the Project and Services Provided. |

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| --- | --- | --- |
|  | **B.6.** | Provide a statement of the Respondent’s familiarity and experience with Tennessee High Performance Building Requirements (HPBr) in general, but also specifically address experience with sustainable applications in large footprint buildings, facilities having complex or multipart components, educational facilities or as otherwise may pertain to the services sought under this RFQ. |
|  | **B.7.** | Provide a statement on the Respondent’s familiarity and experience working as a participant – contributor in a multidisciplinary “Project Team” with other design professionals contracted to provide services on a project. |
|  | **B.8.** | Provide the following:   1. A summary description of a minimum of five (5) example projects a varying size, scope and complexity that are under construction or have been completed or substantially completed utilizing the commissioning services of the Respondent within the last five (5) years. No more than three (3) of the projects can be with work performed for the State of Tennessee. The information for each project shall include specific details on the extent of services provided by the Respondent. A Related Project History Form Attachment G-2 is provided for the Respondent’s use in compiling and presenting this information. 2. Arrange for written references to be sent directly to the RFQ Coordinator by the referee. References must be other than those associated with the State of Tennessee and this agency. Provided references shall report on current or recently completed projects. A Client Reference Form Attachment G-1 is provided for your referee’s use in compiling and presenting their information. The owner reserves the right to contact references as well as any other sources available. Provide no less than three (3) and no more than five (5) references. |
|  | **B.9.** | Provide a statement of whether there have been any mergers, acquisitions, or sales of the Respondent within the last ten (10) years. If so, include an explanation providing relevant details. |
|  | **B.10.** | Provide a statement of whether the Respondent or, to the Respondent's knowledge, any of the Respondent’s employees, agents, independent contractors, or subcontractors, proposed to provide work on a contract pursuant to this RFQ, have been convicted of, pled guilty to, or pled *nolo contendere* to any felony. If so, include an explanation providing relevant details. |

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|  | **B.11.** | Provide a statement of whether, in the last ten (10) years, the Respondent has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors. If so, include an explanation providing relevant details. | |
|  | **B.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 RFQ or is likely to have a material adverse effect on the Respondent’s financial condition. If such exists, list each separately, explain the relevant details, and attach the opinion of counsel addressing whether and to what extent it would impair the Respondent’s performance in a contract pursuant to this RFQ. | |
|  | **B.13.** | Provide a statement of whether there is any pending or in progress Securities Exchange Commission investigations involving the  Respondent. If such exists, list each separately, explain the relevant details, and attach the opinion of counsel addressing whether and to what extent it will impair the Respondent’s performance in a contract pursuant to this RFQ.  NOTE: All persons, agencies, firms, or other entities that provide legal opinions regarding the Respondent must be properly licensed to render such opinions. The Owner may require the Respondent to submit proof of such licensure detailing the state of licensure and licensure number for each person or entity that renders such opinions. | |
|  | **B.14.** | Provide a statement and any relevant details addressing whether the Respondent is any of the following:   1. is presently debarred, suspended, proposed for debarment, or voluntarily excluded from covered transactions by any federal or state department or agency; 2. 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; 3. is presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed above; and has within a three (3) year period preceding the contract had one or more public transactions (federal, state or local) terminated for cause or default. | |
| **SCORE *(for all Section B—Qualifications & Experience Items above)*:**  *(maximum possible score) = 50* | | |  |
| *State Use – Evaluator Identification:* | | | |

**ATTACHMENT C**

**TECHNICAL RESPONSE & EVALUATION GUIDE**

**SECTION C: TECHNICAL QUALIFICATIONS, EXPERIENCE & APPROACH.** The Respondent should

explain its approach to providing goods or services to the State. The items listed below represent specific questions the Owner would request you answer in your response. For ease of review, please annotate your explanation so that it contains references to the items listed below where they are addressed.

Respondent should not feel constrained to answer only the specific questions listed below in its explanation and should feel free to provide attachments if necessary in an effort to provide a more thorough response.

|  |  |  |  |
| --- | --- | --- | --- |
| **RESPONDENT LEGAL ENTITY NAME:** | | |  |
| **Response Page #** (Respondent completes) | **Item Ref.** | **Section C— Technical Qualifications, Experience & Approach Items** | |
|  | **C.1.** | Provide a brief, descriptive statement indicating the Respondent’s approach to delivering the services sought under this RFQ for Pre-Construction Phase, Construction Phase, Acceptance Phase and One Year Corrective Period. | |
|  | **C.2.** | Provide a narrative describing the Respondent’s project management process, the process by which the Respondent’s staff and administrative support will manage the execution of the work. The narrative should clearly illustrate the entire project management process and demonstrate how the process will ensure project completion on schedule. Provide information on the software the Respondent will utilize. Provide sample of project management information flow, reports and communications.   1. Provide the firm’s corporate organizational chart for projects illustrating lines of authority and where personnel are positioned. 2. Provide the Respondent’s staffing for projects demonstrating the ability to provide professional management and administration throughout the project. 3. Explain your firm’s process in estimation the commissioning projects cost, establishing a schedule of values, invoicing process and ability to maintain and manage the project price and accounts for costs to include the name of   the software used and examples of documents. | |
|  | **C.3.** | Provide a brief but concise and through narrative and examples of reports, documentation and processes to your firm’s approach to the following Design Review process.   1. Design Develop drawings and specification, comments and follow-up (back check). 2. Construction drawings and specifications, comments and follow-up (back check). 3. Project documentation review for constructability, sustainability, maintainability and coordination. 4. Energy Analysis services. 5. Value Analysis or Value Engineering services. | |
|  | **C.4.** | Provide a brief but concise and through narrative and examples of reports, documentation and processes to your firm’s approach to the following construction activities. | |

|  |  |  |  |
| --- | --- | --- | --- |
|  |  | 1. Project initiation meeting and contractor partnering. 2. Project scheduling process and procedures to ensure that the project is properly scheduled for commissioning work, kept on schedule and completed on time. Explain how your firm would handle a scheduling conflict with the General Contractor and/or Sub-contractors. 3. Project tracking, reporting and communications to all parties throughout the project. Explain how your firm would ensure communications to all commissioning parties and handle a communications conflict. 4. Development and/or certification of pre-functional check sheets and ensure that they are completed and project and/or code required installation tests. 5. Development and certification of functional performance tests to ensure that they are complete. 6. Project site inspections, how they are conducted, inspection activities, inspection reports, follow-up process and communications. 7. Handling of RFIs and/or RFPs and change orders. | |
|  | **C.5.** | Provide a brief but concise and through narrative and examples of reports, documentation and processes to your firm’s approach to the following acceptance phase activities.   1. Preparation for the functional performance testing process. 2. Air and water test and balance report verification. 3. Processes utilized during the functional performance test process to include personnel requirements, use of testing equipment and software. 4. Troubleshooting, problem solving and deficiency resolution process to include follow-up process to ensure deficiency correction. 5. Preparation of deficiency cost value prior to substantial completion. 6. Preparation, review, delivery of final commissioning report and documents. 7. Out-of-season testing. 8. Handling of warranty related items and pre-twelve month final inspection meeting. | |
|  | **C.6** | Provide the following documentation.   1. A complete detailed task descriptive cost summary proposal with schedule of values from a recently completed project. This project cannot be one from this Owner. 2. A complete copy of a Commissioning Functional Performance Test and Final Report from a recently completed project. The project cannot be one from this Owner. 3. A complete copy of site inspection reports from a recently completed project. The project cannot be one from this Owner. 4. A complete copy of a deficiency log or action item log and follow-up report or procedures to ensure corrective action has been accomplished from a recently completed project. The project cannot be from this Owner. 5. A complete copy of design review comments and follow-up procedure to ensure that comments are addressed from a recently completed project. The project   cannot be from this Owner. | |
|  |  |  | |
| **SCORE *(for all Section C—Technical Qualifications, Experience & Approach Items***  ***above)*:**  *(maximum possible score) = 50* | | |  |
| *State Use – Evaluator Identification:* | | | |
| *State Use – RFQ Coordinator Signature, Printed Name & Date:* | | | |

**Attachment E**

**FEE RESPONSE (Include in a separately sealed envelope Refer to 3.3.3)**

**Job Position/Title Direct Expense (1) Direct Amount Rates (2)**

1. *Direct Personnel Expense includes the hourly rate of employees engaged on the project by the Commissioning Agent, including company officers, professional engineers, staff engineers, commissioning technicians, specification writers, field administrators and clerical staff in consultation, research, production of specifications, and other documents pertaining to the project, commissioning, observations and inspections of the project. Direct Personnel Expense means the actual cost of the individual to the company, which may not exceed one hundred thirty nine percent (139%) of the individual’s base salary. “Direct Personnel Expense” includes the cost of the individual’s base salary and of mandatory and customary benefits such as employee benefits, insurance, sick leave, holidays and vacations, pensions, and similar benefits.*
2. *Direct Amount Rates are the hourly compensation and is applicable to all commissioning services authorized by the Owner. The Direct Amount Rate for any employee shall not exceed a multiple of two and forty-five one hundredths (2.45) times the individual’s Direct Personal Expense. The maximum allowable Direct Amount Rates shall be one hundred seventy-five dollars ($175.00). The Direct Amount Rates are the basis for establishing the hourly rates to be included in section C.3. of the Pro-forma Contract (Attachment I).*

For each Job Position/Title listed above provide Attachment E-1 and attach to Fee Response submittal

**SIGNATURE & DATE: PRINTED NAME & TITLE:**

**LEGAL ENTITY NAME:**

Compensation for travel, meals and lodging is not included in the hourly rates and shall be compensated in accordance with the State of Tennessee travel regulations and limits.

**Attachment E-1**

**DIRECT PERSONNEL EXPENSE CALCULATOR WORKSHEET**

**JOB POSITION/TITLE:**

**Total Cost of Benefits**

FICA $

State Unemployment Compensation Expense $

Worker’s Compensation Expense $

Health Insurance Expense $

Retirement Expense $

Total Cost of Benefits $

**Total Cost of Salary $**

**Direct Personnel Expense = Total Cost of Benefits / Total Cost of Salary + 100%**

**Direct Personnel Expense %**

**NOTES:**

1. Salary included sick leave, holidays and vacation time.
2. Direct Personnel Expense MAY NOT exceed 139% of the individual’s base salary for contracts with the State.
3. This worksheet must be attached to the FEE RESPONSE Attachment E.

**ATTACHMENT F**

**STATEMENT OF CERTIFICATIONS AND ASSURANCES**

An individual responding in his or her individual capacity or legally empowered to contractually bind the Respondent must complete and sign the Statement of Certifications and Assurances below as required, and this signed

statement must be included with the response as required by the Request for Qualifications.

The Respondent does, hereby, expressly affirm, declare, confirm, certify, and assure ALL of the following:

1. The Respondent will comply with all of the provisions and requirements of the RFQ.
2. The Respondent will provide all specified goods or services as required by the contract awarded pursuant to this RFQ.
3. The Respondent accepts and agrees to all terms and conditions set out in the contract awarded pursuant to this RFQ.
4. The Respondent acknowledges and agrees that a contract resulting from the RFQ shall incorporate, by reference, all Response responses as a part of the contract.
5. The Respondent will comply, as applicable, with:
   1. the laws of the State of Tennessee;
   2. Title VI of the federal Civil Rights Act of 1964;
   3. Title IX of the federal Education Amendments Act of 1972;
   4. the Equal Employment Opportunity Act and the regulations issued there under by the federal government; and, (e) the Americans with Disabilities Act of 1990 and the regulations issued there under by the federal government.
6. To the best of the undersigned’s knowledge, information or belief, the information detailed within the Response to the RFQ is accurate.
7. The Response submitted to the RFQ was independently prepared, without collusion, and under penalty of perjury.
8. No amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Respondent in connection with the request or any potential resulting contract.
9. The Response submitted in response to the RFQ shall remain valid for at least 120 days subsequent to the date of the Response opening and thereafter in accordance with any contract pursuant to the RFQ.
10. The Respondent acknowledges the following Addendums to this RFQ.

Addendum # Signature and Date:

Addendum # Signature and Date:

Addendum # Signature and Date:

By signature below, the signatory certifies legal authority to bind the responding entity to the provisions of this request and any contract awarded pursuant to it. The State may, at its sole discretion and at any time, require evidence documenting the signatory’s authority to be personally bound or to legally bind the responding entity.

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

**SIGNATURE & DATE:**

**PRINTED NAME & TITLE:**

**LEGAL ENTITY NAME:**

**FEIN or SSN:**

**ATTACHMENT G-1**

**CLIENT REFERENCE FORM**

This form is prepared by the Respondents client.

Please mail or Email your completed reference form to the RFP Coordinator. Include a letter of transmittal on company letterhead with client’s signature.

Reference forms are due not later than two days prior to the Proposal Deadline Date.

Address to:

Ms. Jody Webb, RFP Coordinator Tennessee Tech University

Facilities Office Building

220 W. 10th Street, Room 116

Cookeville, Tennessee 38501

931-372-3524

[jwebb@tntech.edu](mailto:jwebb@tntech.edu)

*Using this Microsoft Word® form, please record your responses in the fields that are provided.*

*The fields automatically expand as needed.*

|  |
| --- |
| Respondent: |
| Referenced Project: |
| Reference Company Name: |
| Contact Person: |
| Position Title: |
| Telephone Number: |
| Email Address: |
| Date Reference Completed: |

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1. Describe the work/services that the Respondent’s company did for you.
2. What was the time period (approximately) in which the services were provided?



1. What is your overall opinion of the Respondent and the Respondent’s staff?
2. Discuss your satisfaction or dissatisfaction with the workmanship, technical abilities, professionalism, and interpersonal skills of the project managers and on-site technicians.
3. Describe any performance problems with the Respondent's personnel.
4. Discuss the Respondent's response to short lead-time, i.e., emergency or special requests?



1. Project completion. Please comment on assigned tasks being completed in compliance with the terms of the contract.
2. Project completion. Please comment on projects being completed on time and within budget.



1. Rate your level of satisfaction with both the appropriateness and quality of the work. Use a scale of one (1) to five (5), with one being "least satisfied" and five "most satisfied."
2. What are the main reasons would you procure this Respondent's services again?



Additional Comments:



**ATTACHMENT G-2**

**RELATED PROJECT HISTORY FORM**

***Include project history form with submitted Technical Response for Qualifications and Experience, Section B, Items B.8***

Name of Client Procuring Agency (Federal, State, Municipal, Other)

Name of Business: Address: \_ City: \_ State: Phone:

*Client Representative knowledgeable about the project work*:

*Name: Title:*

*Phone: Fax E-mail:*

*Project Title:*

*Project or Contract Number:*

*Project Location (City, State)*

*Start Date: Completion Date:*

*Program/ Agency Name:*

*Amount of Proposer’s Contract: $*

Brief description of the project scope and service(s) provided:

### Attach additional pages if necessary

**ATTACHMENT H**

**QUALIFICATIONS PACKAGE COVER ATTACHMENT**

**Request for Qualifications (RFQ)**

*for*

# Commissioning Services

# Tennessee Tech University

# 

# SBC Project No. 364/000-01-2022

## Tennessee License Information

|  |
| --- |
| ***Any blank spaces may cause Response to be unacceptable and rejected.***  *Provide business license number and expiration date, for Respondent as applicable and in accordance with State of Tennessee law.*  *Provide all names as used for legal transactions.* |
| **Respondent Identification:**  Respondent Address  **Tennessee Business License information:**  License / Registration  Number  License / Registration expiration date |

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**ATTACHMENT I**

**PRO FORMA CONTRACT**

The *Pro Forma* Contract detailed in following pages of this exhibit contains some “blanks” (signified by descriptions in capital letters) that will be completed with appropriate information in the final contract resulting from the RFQ.

CONTRACT

**BETWEEN THE STATE OF TENNESSEE,**

**Tennessee Tech University**

**AND TO CONTRACTOR NAME**

**SBC PROJECT NUMBER #364/000-01-2022**

This Contract (the “Contract”), by and between the State of Tennessee, Tennessee Tech University hereinafter referred to as the “Owner”, “TTU” or “State” and Contractor Legal Entity Name, hereinafter referred to as the “Contractor or Commissioning Agent” is for the provision of Building Commissioning and related services, as further defined in the "SCOPE OF SERVICES." Owner and Contractor are hereinafter collectively referred to as the “Parties” or “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

* 1. SCOPE OF SERVICES:
     1. Commissioning Agent. The Contractor shall serve as Commissioning Agent on behalf of the State, and shall provide professional and specialized services in any appropriate technical discipline within the broad field of commissioning. Contract Attachment 1 sets forth the scope of services that may be requested of the Contractor. The Contractor shall implement contractual services requested and approved by the State for specified projects. Commissioning projects may vary in scope and/or extent of services according to the needs of the State.

At the direction of the State, the Contractor shall provide building systems commissioning services to the State for new construction and existing facilities. Such services shall include but not be limited to the following:

* + - 1. Act as Commissioning Agent for the State and provide Building Commissioning services;
         1. Conduct or participate in design and/or design review of building systems as directed;
         2. Prepare commissioning plans:

document design intent;

identify pre- and post-functional tests, maintenance and operational needs; and,

recommend specific measures, which when implemented, cause the building’s energy systems and controls to function as intended.

* + - * 1. Prepare commissioning reports;
        2. Conduct commissioning workshops;
        3. Develop and deliver training; and,
        4. Perform general consulting work related to commissioning; as directed by the State
      1. Provide troubleshooting and performance verification;
      2. Provide HVAC, mechanical, plumbing, controls, electrical, and lighting systems analysis, and other special systems analysis, as well as the identification of maintenance and operational needs or problems that affect energy consumption in new and existing State facilities;
      3. Provide analysis and specific recommendations that would improve the energy performance of State buildings.
    1. The Contractor understands and agrees that the State has executed and may execute Contracts with other parties for services the same as those described herein.
    2. The purpose of this Contract is to establish potential source of supply for Commissioning services. However, due to the dynamic nature of projects within State government, the State cannot predict the level of services that will be required under this Contract. Therefore, the State makes no guarantees, either stated or implied, about the demand for resources provided through this procurement.
    3. Deliverables. The Contractor shall provide services and deliverables as defined in the Work Order Authorization which shall be prepared in accordance with the process as defined in Contract Attachment 1.
    4. The State reserves the right to negotiate the Commissioning proposed costs at any time and to issue Work Order Modifications, Change Orders or Directives upon determination of a change in scope or failure of the Contractor to provide requested services.
    5. The State encourages the Contractor to maintain continuity of personnel on projects assigned pursuant to a Commissioning Proposal and Work Order Authorization. Continuity of personnel promotes efficiency in the performance of the Commissioning Proposal and Work Order Authorization.
  1. CONTRACT TERM:
     1. Contract Term. This Contract shall be effective for the period commencing of TBD through

TBD . The State shall have no obligation for services rendered by the Contractor which are not performed within the specified period.

* + 1. B.2.
    2. B.3.

C.

C.1.

Term Extension. The State reserves the right to extend this Contract for a total Contract term of not more than five years, provided that the State notifies the Contractor in writing of its intention to do so at least thirty (30) days prior to this Contract expiration date.

An extension of the term of this Contract will be affected through an amendment to the Contract. If the extension of the Contract necessitates additional funding beyond that which was included in the original Contract, the increase in the State’s maximum liability will also be affected through an amendment to the Contract and shall be based upon rates provided for in the original contract.

Construction Term Extension. The State Contract shall be automatically extended for a period beginning at the end of the final term for the purpose of completing all commissioning activities associated with any Commissioning Work Order Authorizations initiated during the term of the Contract.

PAYMENT TERMS AND CONDITIONS:

Maximum Liability. The maximum liability of the State under this Contract is One Million Five Hundred Thousand Dollars ($1,500,000.00) for the Contract Term unless modified by a written amendment to this Contract. In accordance with Contract Attachment 1 the State shall issue individual Work Order Authorizations which shall be budgeted and funded through individual projects in order to request that Contractor provide services under this Contract. Subject to the terms and conditions of this Contract, the Contractor will only be paid for services provided under this Contract after a Work Order Authorization is issued to Contractor. The compensation set forth on the Work Order Authorizations shall constitute the entire compensation due to the Contractor for the services provided services provided under that Work Order Authorization and will be inclusive of all applicable taxes, fees, overhead, profit and all other direct and indirect costs incurred or to be incurred by the Contractor regardless of the difficulty, hours worked, or materials or equipment required. The compensation set forth on the Work Order Authorizations will be set in accordance with Contract Section C.3, C.4 and C.6. below. The Owner is under no obligation to request work from the Contractor in any specific dollar amount or to request any work at all from the Contractor during any period of this Contract.

* 1. Payment Methodology. The Contractor’s compensation shall be contingent upon the satisfactory completion of services set forth in the Work Order Authorizations. The Contractor shall submit invoices, in form and substance acceptable to the State with all of the necessary supporting documentation, prior to any payment. Such invoices shall be submitted for completed units of service no more than monthly. The invoices shall be submitted as Direct Rates (Option A) or Schedule of Values (Option B) as agreed to by the State.
     1. Option A. The Contractor shall be compensated based on Direct Amount Rates for units of service authorized by the State in accordance with the payment rates as detailed in Section C.3.
     2. Option B. The Contractor shall be compensated based on satisfactory completion of tasks and deliverables of service authorized by the State in accordance with state approved Work Order Authorization’s Schedule of Values based on Direct Amount Rates for units of service that will be specific to each project.
  2. Compensation Basis. Compensation to the Contractor for all commissioning services authorized by the Owner in a Work Order Authorization shall be set in accordance with the Direct Amount Rates or Specialized Services Consultant Multiplier set forth below.
     1. Direct Amount Rates – The following is a schedule of direct amount hourly fee rates per Contractor positions applicable for this Contract.

Commissioning Position Hourly Rate Principal

Senior or Project Engineer

Controls Specialist

Staff Engineer

Technical Staff

Administrative Staff

* + 1. The maximum allowable direct rate shall be $175.00.
    2. Specialized Services Consultant Multiplier

When necessitated by project requirements and at the discretion of the State, the Contractor shall engage consultants or service-providers of specialized services. The multiplier for specialized services providers or consultants is one and twenty hundredths (1.20) times the amount as billed to the Contractor. All such services and rates shall be authorized in advance by the State.

* 1. Travel Compensation. Compensation to the Contractor for travel, meals, or lodging shall be subject to amounts and limitations specified in the “State Comprehensive Travel Regulations,” as they are amended from time to time. The Contractor must include (in addition to other invoice requirements of the Contract) a complete itemization of travel compensation requested in accordance with and attaching to the invoice appropriate documentation and receipts as required by the above-referenced “State Comprehensive Travel Regulations.” All requests for compensation under this section must have been previously approved by the Owner in a Work Order Authorization.
  2. Invoice Requirements. The Contractor shall invoice the Owner only for completed increments of service and for the amount stipulated in Section C.3, above, and present said invoices no more often than monthly, with all necessary supporting documentation, to:

Tennessee Tech University

220 W. Tenth Street

Cookeville, TN 38501

capital-projects@tntech.edu

Attn: Jody Webb

1. 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. Contract Number SBC Project No. 364/000-01-2022
   4. Customer Account Number (assigned by the Contractor to the above-referenced State Agency);
   5. Contractor Name;
   6. Contractor Federal Employer Identification, Social Security, or Tennessee Edison Registration ID Number Referenced in Preamble of this Contract;
   7. Contractor Contact for Invoice Questions (name, phone, and/or fax);
   8. Contractor Remittance Address;
   9. Description of Delivered Service;
   10. Total Amount Due for delivered service (as stipulated in Section C.3. above);
   11. Further, the monthly invoices will include 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, the total amount due the Contractor for the period involved, each project expenditure to- date, total expenditures to date and balance of funds remaining in the Contract.
2. 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.
   5. 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.
   6. 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.
   7. 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.
   8. Authorization Agreement for Automatic Deposits. The Contractor shall not invoice the Owner under this Contract until the Owner has received the following documentation properly completed.
3. 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).
4. 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. D.1.

D.2.

D.3.

D.4.

D.5.

STANDARD TERMS AND CONDITIONS:

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. Approvals shall be evidenced by a signature or electronic approval.

Modification and Amendment. This Contract may be modified only by a written amendment signed by all parties hereto and approved by 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).

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 Contractor at least thirty (30) days written notice before the effective termination date. The 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 Contractor for compensation for any service which has not been rendered. Upon such termination, the 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 Contractor of any liability to the Owner for any damages or claims arising under this Contract.

Termination for Cause. If the Contractor fails to properly perform its obligations under this

Contract in a timely or proper manner, or if the Contractor materially violates any terms of this Contract (“Breach Condition”), the Owner shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the 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.

Assignment and Subcontracting. The Contractor shall not 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”,

* 1. 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.

* 1. 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.
  2. 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.

* + 1. 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. The Contractor shall reaffirm this attestation, in writing, by submitting to the Owner a completed and signed copy of the document, Exhibit A, hereto, semi-annually and at the beginning of each phase, as described in Section C.3, during the period of this 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.
    2. Prior to the use of any subcontractor in the performance of this Contract, and semiannually 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.
    3. 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.
    4. 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.
    5. 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.

* 1. Boycott of Israel. Pursuant to Tenn. Code Ann. § 12-4-119, Contractor certifies that it is not currently engaged in, and will not for the duration of the Contract, engage in a boycott of Israel, as defined by Tenn. Code Ann. § 12-4-119(a)(1).
  2. 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.
  3. 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.
  4. 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.
  5. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as required.
  6. 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.
  7. 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. The Contractor, being an independent contractor and not an employee of the State, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Contractor’s employees, and to pay all applicable taxes incident to this Contract.
  8. 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. The Owner’s total liability under this 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.
  9. Force Majeure. “Force Majeure Event” means fire, flood, earthquake, global pandemic, 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 nonperforming 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.
  10. State and Federal Compliance. The Contractor shall comply with all applicable state and federal laws and regulations in the performance of this Contract.
  11. 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.
  12. 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.
  13. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.
  14. 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.
  15. 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.

* 1. 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.
     1. 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.
     2. 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.
     3. 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.

* + 1. 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.
  1. 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:
     1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
     2. 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;
     3. 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,
     4. 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.

* 1. 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.

1. SPECIAL TERMS AND CONDITIONS:
   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.
   2. 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:

Jim Cobb, Director, Capital Projects and Planning

TENNESSEE TECH UNIVERSITY

220 W. 10th Street, Room 116

Cookeville, TN 38501

931-372-3524

The Contractor:

Contactor Name & Title Firm Name Address

Email Address Telephone # FAX #

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

* 1. Subject to Funds Availability. The Contract is 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.

* 1. 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.

* 1. 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.
  2. 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. A copy of the appropriate policy or a Certificate of Coverage submitted on an *Accord Form 25 Certificate of Liability Insurance* 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.
     1. Workers Compensation and Employer’s Liability, (without restriction as to whether covered by Workmen’s Compensation law): Workers Compensation: according to statute

|  |  |
| --- | --- |
| Employer’s Liability: | $100,000 |
| Disease, each employee | $100,000 |
| Disease Policy Limit | $500,000 |

* + 1. Commercial General Liability, including:

Premises / Operations; Underground, Explosion, Collapse Hazard; Products /

Completed Operations; Contractual; Independent Contractors; Broad Form Property Damage; Personal Injury (Employment Exclusion deleted)

Combined single limits for bodily injury and property damage:

Each Occurrence: $1,000,000

Aggregate: $2,000,000

Products and Completed Operations to be maintained for one year after final payment due under this Contract.

* + 1. 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: $1,000,000

* + 1. Professional Liability Insurance: Employed Architects and Engineers Professional liability shall be covered with a limit of not less than:

Each Claim: $1,000,000

Annual Aggregate: $2,000,000

* 1. Ownership of Documents. Upon completion or termination of the Contract, the documents provided by the Contractor to the Owner as instruments of professional services shall be the property of the State of Tennessee, and may be used again by the Contractor only for the benefit of the State and on authority of the State Building Commission. Originals of these documents may remain in the files of the Contractor. The Contractor and the Contractor’s consultants may reuse any portion of the work prepared for this Project for other projects.

Except as set forth in the Contract or any subsequent agreements between Contractor and the Owner, Contractor shall have no liability for any future use by the Owner of the instruments of professional service provided by the Contractor under the Contract where Contractor is not engaged to provide services for such future use.

* 1. Incorporation of Additional Documents. Included in this Contract by reference are the following documents:

1. Amendments to the Contract
2. The Master Contract and all attachments
3. The Request for Proposal and its associated amendments (incorporated by reference)
4. The Proposer’s Proposal (incorporated by reference)

In the event of a discrepancy or ambiguity regarding the Contractor’s duties, responsibilities, and performance under this Contract, these documents shall govern in order of precedence detailed above.

* 1. Work Papers Subject to Review. The Contractor shall make all audit, accounting, or financial analysis work papers, notes, and other documentation available for review by the Comptroller of the Treasury or his representatives, upon request, during normal working hours either while the analysis is in progress or subsequent to the completion of this Contract.
  2. Prohibited Advertising or Marketing. The Contractor shall not refer to this Contract or the Contractor’s relationship with the State hereunder in commercial advertising in such a manner as to state or imply that the Contractor or the Contractor's services are endorsed.
  3. Confidentiality of Records. Strict standards of confidentiality of records shall be maintained in accordance with the law. All material and information provided to the Contractor by the State or acquired by the Contractor on behalf of the State whether verbal, written, magnetic tape, cards or otherwise shall be regarded as confidential information in accordance with the provisions of State law and ethical standards and shall not be disclosed, and all necessary steps shall be taken by the Contractor to safeguard the confidentiality of such material or information in conformance with State law and ethical standards. The Contractor will be deemed to have satisfied its obligations under this Section by exercising the same level of care to preserve the confidentiality of the State’s information as the Contractor exercises to protect its own confidential information so long as such standard of care does not violate the applicable provisions of the first paragraph of this Section. The Contractor’s obligations under this section do not apply to information in the public domain; entering the public domain but not from a breach by the Contractor of this Contract; previously possessed by the Contractor without written obligations to the State to protect it; acquired by the Contractor without written restrictions against disclosure from a third party which, to the Contractor’s knowledge, is free to disclose the information independently developed by the Contractor without the use of the State’s information; or, disclosed by the State to others without restrictions against disclosure. It is expressly understood and agreed the obligations set forth in this Section shall survive the termination of this Contract.
  4. Contractor Commitment to Diversity. The Contractor shall assist the State in monitoring the Contractor’s performance of this commitment by providing, as requested, a quarterly report of participation in the performance of this Contract by small business enterprises and businesses owned by minorities, women, and Tennessee service- disabled veterans. Such reports shall be provided to the Institution in form and substance as required by the State.
  5. Iran Divestment Act. The requirements of Tenn. Code Ann. 12-12-101 et.seq., addressing contracting with persons with investments activities in Iran, shall be a material provision of this Contract. The Contractor agrees, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. 12-12-106.

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: State:

By:

President Date:

Tennessee Tech University

**Approved:**

**Dr. Philip B. Oldham**

President

Approved:

**Claire Stinson**

VP- Planning and Finance

Approved:

**Troy Perdue**

General Counsel

Approved:

**Jim Cobb**

Director, Capital Projects

Approved:\_

**Ann McGauran**

State Architect

Date:

**EXHIBIT A ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE**

|  |  |
| --- | --- |
| **SUBJECT CONTRACT NUMBER:** | 364/000-01-2022 |
| **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 Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract.**

**CONTRACTOR SIGNATURE**

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

PRINTED NAME AND TITLE OF SIGNATORY

**CONTRACT ATTACHMENT 1**

**Commissioning Scope of Services and Deliverables**

**SBC Number** #364/000-01-2022

1. **Commissioning:** Commissioning is defined as a process to confirm that all building systems perform interactively according to the design intent as well as the Owner’s operational needs. The Contractor shall serve as Commissioning Agent (CA) on behalf of the Owner and shall provide professional and specialized services in any appropriate technical discipline within the broad field of commissioning. It is the intent of the Owner that the Commissioning Agent be expected to related services as defined by each Commissioning Work Order Authorization. The

Commissioning Agent shall implement contractual services requested and approved by the Owner for specified projects. Commissioning projects may vary in scope and/or extent of services according to the needs of the Owner. Commissioning may begin in the design phase and continue through the construction phase, Owner acceptance and warranty period with actual verification of performance on all installed systems. The commissioning process shall encompass and coordinate the traditionally separate functions of systems documentation, equipment startup, controls systems calibration, testing and balancing, performance testing and certification, and training. Deliverables in the form of record documentation shall be provided to the Owner as a requirement of each commissioning project. The number and type of deliverables, as expected products from commissioning services, may vary in number and type depending on the scope of a project. Possible deliverables shall include, but not be limited to, those described within this.

System Responsibility: The Commissioning process does not take away from nor reduce

* 1. contractual responsibility of the system designers, consultants or installation contractors for providing a finished and fully functioning product. As an official representative of the Owner, the Commissioning Agent has contractual responsibility to comply with applicable State standards and to represent the Owner’s interests in substantiating the appropriateness of equipment and systems, effectiveness of overall design, serviceability of system design, proper installation techniques, constructability, maintainability, adherence to Owner sustainability guidelines and functionality.

System Verifications: The intent of Commissioning during the design and construction phase is to

* 1. achieve objectives in accordance with the Contract Documents as follows:

Review the Mechanical, Electrical and Plumbing design drawings and specifications for

* + 1. Commissioned Systems and Equipment and provide comments on the following criteria based upon the Owner Project Requirements

(OPR) and commissioning past experience on similar facilities. (1) appropriateness; are the systems and equipment appropriate for this type of facility, if there are any concerns, are there other system options that might be considered (2) effectiveness; is the quality of the systems and equipment normal for this type of facility, should it operate within the confinements of the facility design, (3) serviceability; can the systems and equipment be easily serviced, is the level of service expertise what would be normally seen in this type of facility and location, are there options that might require less service and meet the requirements of the OPR, (4) constructability; does the design provide for ease of installation and removal, does the installation and removal require extensive adjustments to the facility, are there design conflicts that would hamper installation and access to the systems and equipment, (5) maintainability; does the design provide for acceptable access for service, can the systems and equipment be maintained with basic maintenance personnel and tools that would normally be expected in this type of facility, do you see any factors that might create a maintenance issue for the facility, (6) commissionability; does the commissioning agent see any issues in commissioning the designed systems, are there sufficient details for preparation of the commissioning documents, are the design drawings and specifications complete with commissioning properly coordinated with other section and are system diagrams and sequences complete. The Commissioning Authority should note any

design document omissions, errors, notations and incompleteness or any other questionable entry found during their review process and bring any other concerns or considerations to the attention of the Design Team.

* + 1. Verify that applicable equipment and systems are installed according to the manufacturer’s recommendations and to industry accepted minimum standards and that equipment receives adequate operational checkout by the installing contractors.
    2. Verify and document proper performance of installed equipment and coordination of systems.
    3. Verify that the Owner’s operating personnel are appropriately trained.
    4. Deliverables for the above activities shall include but not be limited to reports that verify installation and design of systems and equipment, and document system and equipment performance in accordance with contract documents.
  1. Commissioning Coordination: The commissioning process requires careful coordination of planning meetings, commissioning activities and related events to assure participation and attendance by the project’s primary stakeholders. The Commissioning Agent shall identify and schedule essential meetings and events to be attended by the commissioning team participants for each commissioning project.
     1. The commissioning team members of a project-specific commissioning team may vary based upon the project type, or phase of project. Generally, a Commissioning Team shall at a minimum consist of the Designer and his MEP Consultants, General Contractor, MEP subcontractors, Commissioning Agent, and the Owner’s Construction Representative. Other designated representatives as identified by the Commissioning Agent or the Owner, may participate in commissioning team activities.
     2. The Commissioning Agent directs and coordinates the commissioning activities in accordance with the Commissioning Plan and schedule as described in Section B.1 (following), and reports to the Owner’s Construction Representative. All Commissioning Team members will work together to fulfill their contracted responsibilities and meet the objectives of the Contract Documents.
     3. The Commissioning Agent will work with the Construction Representative and General Contractor according to established protocols in order to include commissioning activities within each commissioning project schedule. (Refer to Section B.1 following)
        1. The Commissioning Agent will provide sufficient notice to the Owner’s Construction Representative and General Contractor for scheduling commissioning activities. The General Contractor will integrate all commissioning activities into the project master schedule. All parties will address scheduling concerns and take necessary actions in a timely manner in order to expedite the commissioning process.
        2. At the commissioning scope meeting for the project, the Commissioning Agent will provide an initial schedule of primary commissioning events. The Commissioning Agent’s Commissioning Plan, as approved by the Owner, shall provide a format for detailed schedules. As construction progresses, more detailed schedules for commissioning activities will be developed and maintained by the Commissioning Agent, as approved by the Owner.
     4. Deliverables for the above activities shall include but are not limited to detailed commissioning project plan and schedules, plan and schedule updates and meeting minute reports.

1. **Commissioning Process and Plan:** The Owner shall provide the Commissioning Agent with general project scope objectives relating to requested commissioning activities. (Refer to Contract Attachment Commissioning Request Form)
   1. The Commissioning Agent reviews the Commissioning Request Form and develops a Commissioning Plan, in narrative form, which includes a specific scope statement with task descriptions, assigned personnel identifying the position (or category), function, man-hour estimate, time schedule, cost, etc., that are required in order to complete the commissioning work

in response to the request by the Owner (refer to Attachment Commissioning Request). Commissioning work shall commence after a Commissioning Proposal and Work Order Authorization between the Commissioning Agent and the Owner is fully executed, which shall include a contractual scope statement (refer to Attachment Commissioning Proposal and Work Order Authorization).

* 1. During the pre-design and design phase of a project, the Commissioning Agent may be requested to work with State officials and the selected Architect and Engineer Designers (A/E Designers) throughout the conceptual and development stages of the project. The level of Commissioning Agent involvement will vary depending upon project size and complexity, as well as the Owner’s further interests or concerns.
  2. Commissioning during construction begins with a commissioning scope meeting conducted by the Commissioning Agent where the commissioning process is reviewed with the Commissioning Team Members and other professionals involved with the project.
  3. Additional meetings will be required throughout the duration of the project, especially during the construction phase, and will be coordinated by the Commissioning Agent and scheduled and managed by the General Contractor with necessary parties attending, in order to plan, scope,

coordinate, schedule future activities and resolve problems.

* 1. Approved equipment documentation is submitted to the Commissioning Agent, including detailed startup procedures. This review is for the purpose of developing the final Functional Performance Testing.
  2. The Commissioning Agent works with the General Contractor and Subcontractors in developing startup plans and startup documentation formats, including involving the General Contractor and Subcontractors with pre-functional checklists to be completed during the startup process.
  3. In general, the checkout and verification proceeds from simple to complex, from component level to equipment to systems and intersystem levels with pre-functional checklists being completed before functional testing.
  4. The General Contractor and Subcontractors, under their own direction, execute and document the pre-functional checklists and perform startup and initial checkout. The Commissioning Agent documents that the checklists and startup were completed according to the approved plans. This may include the Commissioning Agent witnessing startup of selected equipment.
  5. The Commissioning Agent develops specific equipment and system functional performance test procedures. The Commissioning Team members review the procedures.
  6. The procedures may be executed by the General Contractor and/or Subcontractors, under the direction of and documented by the Commissioning Agent.
  7. Items of non-compliance in materials, installation, setup or other non-compliance issues are corrected at the General Contractors expense, after which the system is retested and results documented by the Commissioning Agent.
  8. Commissioning is completed before the construction projects Substantial Completion.
  9. The Commissioning Agent reviews and pre-approves the training provided by the General Contractor and/or Subcontractors and verifies that it was completed. Training may be provided by the Commissioning Agent.
  10. Deferred testing is conducted as specified or required.
  11. Warranty period field inspections and reviews are conducted by the Commissioning Agent prior to closure of the warranty period.
  12. At completion of Project Commissioning the Commissioning Agent will provide the Owner two (2) bound binders containing all documentation produced, distributed and /or compiled by the Commissioning Agent during the project. This will i0nclude but not be limited to all commissioning proposals, correspondence, comments, reports, schedules, commissioning plan, meeting minutes, pre-functional checklists, functional performance test, etc. and all additional documentation not provided for in the O&M (Operation and Maintenance) and Data Binder Manuals, starting from the Design Phase through to the One Year Corrective Period. Provide an additional divider for all documentation during the One Year Corrective Period. This binder will be turned over to the State no later than 30 days after Substantial Completion of the project. In addition, the Commissioning Agent will also provide two copies of all documentation in the binder electronically in CD with one copy to the campus.
  13. Final reports, final reviews and certification and compliance documentation are filed with the Owner’s Construction Representative in conjunction with completion of a commissioning project. Deliverables for the above activities shall include but not be limited to detailed project scope statement with task, cost and schedules, commissioning scope meeting and general project meeting minutes, equipment documentation, pre-functional checklists and startup documentation and reports, performance verification, test procedures and test execution documentation, non- compliance documentation, and training verification (refer to Section A.2.d), deferred testing and performance documentation and warranty inspection documentation with related reviews.

1. **Commissioning Agent Activities:** The Commissioning Agent shall provide professional services and complete all commissioning activities for all commissioning events throughout the duration of any project assigned and approved for commissioning and for specified related services and activities as directed by the Owner.
   1. The primary role of the Commissioning Agent is to develop and coordinate the execution of a testing plan, observe and document performance, confirming for the Owner that systems are functioning in accordance with documented design intent and in accordance with the Contract Documents. The General Contractor will provide all tools or the use of tools to start, checkout and functionally test equipment and systems, except for special or specified testing with portable data-loggers, which shall be supplied and installed by the Commissioning Agent. Nevertheless, at its own discretion the Commissioning Agent may utilize its own test equipment or other equipment in the process of commissioning subject systems.
      1. During the Design Phase the Commissioning Agent will provide documentation as described in Section A.2.a. The Commissioning Agent is not responsible for design concept, design criteria, compliance with codes, design or general construction scheduling, cost estimating, or construction management. However, the Commissioning Agent may advise the Owner on appropriateness of building system design. The Commissioning Agent may be requested to assist with problem solving for non-conformance or deficiencies on behalf of the Owner, but ultimately that responsibility resides with the Designer and the General Contractor.
      2. The Commissioning Agent shall provide a project specific technical commissioning specification, In CSI format, identifying the commissioning activities and what activities are required of the Commissioning Team members. This specification will be approved by Owner and provided to the Designer and included in the Project Manual.
      3. The Commissioning Agent may be requested by the Owner to assist with energy savings and energy related issues but ultimately that responsibility resides with the Designer and the General Contractor.
      4. Deliverables for the above activities shall include but not be limited to detailed design and construction document review reports and project specific technical commissioning specifications.
      5. Construction Phase commissioning activities shall include but not be limited to the activities listed below:
         1. Coordinate and direct the commissioning activities in a logical, sequential and efficient manner using consistent protocols and forms, centralized documentation, clear and regular communications and consultations with all necessary parties.
         2. Coordinate the commissioning work with the General Contractor, the Owner’s Construction Representative and/or the Owner’s Project Manager as required by the Owner and ensure that commissioning events and activities are being scheduled into the project master schedule.
         3. Revise, as necessary, the Construction Phase of the Commissioning Plan. Coordinate construction phase schedules as required by the Owner.
         4. Plan and conduct an initial commissioning scope meeting and other commissioning meetings throughout the course of the construction phase.
         5. Perform site visits, as necessary and/or as described in the Commissioning Request Form, to observe component and system installations. Attend selected planning and job site meetings to obtain information on construction progress. Review construction meeting minutes for revisions/substitutions relating to the commissioning process. Assist in resolving any discrepancies.
         6. Request and review additional information required to perform commissioning tasks and General Contractor startup and checkout procedures.
         7. Maintain a master deficiency and resolution log and inspection record. Provide the Owner with written progress reports. Provide Owner and Designer with deficiency log. Verify corrections of deficiency items.
         8. Deliverables for the above activities shall include but not be limited to detailed commissioning project plan, project master schedule updates, observations reports, deficiency log, and meeting minute reports.
      6. Acceptance Phase commissioning activities shall include but not be limited to the activities listed below:
         1. Before startup, gather and review the current control sequences and interlocks and work with contractors and design engineers until sufficient clarity has been obtained, in writing, to be able to write detailed testing procedures.
         2. Write and distribute pre-functional tests and checklists.
         3. Develop an enhanced startup and initial systems checkout plan with General Contractor and pertinent Subcontractors.
         4. Approve pre-functional tests and checklists completion by reviewing pre-functional checklist reports including selected site observations and spot checking of sufficient extent to be confident that proper procedures were followed.
         5. Approve system startup by reviewing startup reports and by site observations.
         6. Review Testing and Balancing (TAB) execution plan.
         7. Approve air and water systems balancing by spot testing, by reviewing completed reports and by site observations of sufficient extent to be confident that proper procedures were followed.
         8. With necessary assistance and review from installing contractors, write the functional performance test procedures for equipment and systems. This may include energy management control system trending, stand-alone data-logger monitoring or manual functional testing. Submit to Owner, Designer for review and approval.
         9. Analyze any functional performance trend logs and monitor data to verify performance. Submit verification reports to the Owner.
         10. Maintain a master deficiency and resolution log and a separate testing record. Provide the Owner with written progress reports and test results that include recommended actions. Verify and/or retest deficiencies.
         11. Review equipment warranties to ensure that the Owner’s responsibilities are clearly defined. (12)Oversee and approve the training of the Owner’s operating personnel.
2. Compile, maintain and provide a commissioning final report as prescribed in Section

B.17 above.

1. At the Owner’s direction, develop a system manual per ASHRAE HVAC Commissioning Guideline 1.1-2007.
2. At the Owner’s direction, prepare a standard trend logging package of primary parameters that will provide the operations staff clear indicators of system function in order for them to identify proper system operation and to trouble shoot problems.
3. Deliverables for the above activities shall include but not be limited to pre-functional and startup checklists documentation, functional performance testing documentation, verification and reports, verification of proper procedures, deficiency resolution logs and reports, a compiled commissioning record, final commissioning report and other commissioning project closure documentation.
   * 1. Warranty Period Phase commissioning activities shall include but not be limited to the activities listed below:
        1. Coordinate and supervise required seasonal or deferred testing, as well as deficiency corrections.
        2. Return to the site at ten (10) months into the twelve (12) month warranty period and review with facility staff the current building operation and the condition of outstanding issues related to the original and seasonal commissioning.
        3. Interview facility staff and identify problems or concerns in operating the building as originally intended. Make suggestions for improvements and for recording these changes in the O&M Manual.
        4. Identify areas that may come under warranty or under the original construction contract.
        5. Assist facility staff in developing reports, documents and requests for services to remedy outstanding problems.
        6. At the direction of the Owner, the Commissioning Agent may be requested to assist in the development of a preventative maintenance plan, a detailed operating plan or an energy and resource management plan, or as-built documentation of record for the project.
        7. Deliverables for the above activities shall include but are not limited to a building operations review report, warranty summary report and other documentation as required to compile a record for the project, seasonal testing and 10-month warranty review reports.
     2. The Owner may request additional tasks and deliverables to Commissioning Services that fall within the generally accepted area of Commissioning. These services may be requested in the initial request for Commissioning Services or during the any phase of the project. Deliverables for these services will be provided during the appropriate phase of the project. (See Section D.6 for Commissioning Work Order Amendment)
4. **Proposed Project Cost:** The Owner may submit two Commissioning Requests, one for the design phase and another for the construction through one-year corrective period or one for the complete project, to the Commissioning Agent. The cost for Commissioning Services shall be presented to the Owner as follows:
   1. The Owner shall provide the Commissioning Agent with general project scope objectives relating to commissioning activities (refer to *Commissioning Request Form*). Proposed Cost will be submitted to the Owner in required format provided in the *Commissioning Proposal Form*. Upon acceptance of the proposal, the *Commissioning Work Order Authorization* form will be signed and issued to the Commissioning Agent.
   2. Proposed Cost shall be in response to the Owner’s *Commissioning Request Form*. The proposed cost shall incorporate all cost for the proposed scope of services for the total commissioning project effort. A detailed itemized cost breakdown and summary by task, personnel and man hours, specific scope statement supported with task descriptions shall be attached to the *Commissioning Proposal and Work Order Authorization*. Additional personnel positions may be required pursuant to each Commissioning Work Order Authorization scope of service. Hourly rates for such additional personnel will be negotiated at the time of such an agreement and shall be relative to established hourly rates as offered in the Cost Proposal.
   3. The Proposed Cost submitted in response to a Commissioning Request by the Owner is expressed as a “not to exceed” amount unless the owner specifically requests in writing a “lump sum” amount. The Commissioning Agents Proposed Cost shall be an all-inclusive offer for the scope of services required by the Commissioning Request and defined in the Commissioning Plan for the duration of the total contract period. The Owner reserves the right to negotiate the Commissioning proposed costs at any time and to issue Work Order Modifications, Change

Orders or Directives upon determination of a change in scope or failure of the Commissioning Authority to provide requested services.

* 1. The Commissioning Agent must sign and date the Commissioning Proposal. The Work Order Authorization becomes effective upon signature of the Owner. The Commissioning Authority will be authorized to start work upon an issuance of a formal notice to proceed.
  2. The Owner reserves the right to ascertain the confidence of the cost amount as proposed and/or the confidence that all work specified under this Commissioning Proposal can be accomplished for the proposed cost amount without penalty to the Owner of additional cost, project time or quality. If requested by the Owner, the Commissioning Agent shall be prepared to present evidence that a submitted cost contains no clerical error, miscalculation, or other mistake and/or to provide other clarification of proposed costs submitted by the Commissioning Agent.
  3. Should commissioning activities or project requirements necessitate work beyond the scope and cost of the Commissioning Work Order Authorization, an amendment or change order may be initiated to modify the commissioning project’s scope of services or cost amount.
  4. The Owner reserves the right to require written proof, prior to payment, that work has been completed as prescribed in the Owner’s Commissioning Request Form and/or the Commissioning Agents proposal and if work has not been performed or deliverables not provided, the contract amount will be adjusted accordingly.

**COMMISSIONING –SERVICES REQUEST FORM**

**Tennessee Tech University**

|  |  |  |  |
| --- | --- | --- | --- |
| SBC  Project No: | 000 / 000-  00-00 | Commissioning Work Order  Number: | 000 / 000-00-00**X** |
| Project Name: |  | *(Project Name)* |  |
| Project Title |  | *(Project Title)* |  |
| Location |  | *(Location)* |  |
| Date of Request |  | *(Date)* |  |

General scope summary for requested commissioning services:

1. Submission of a *Commissioning Proposal* (refer to Contract Attachment) by Commissioning Agent constitutes acknowledgement that Contractor has received, read, and understands the Commissioning Request and related project documents, if applicable has visited the site and become familiar with local conditions under which work is to be performed, has correlated observations with requirements of documents which pertain to this work, and makes this Proposal in accordance therewith.
2. A *Commissioning Proposal* in response to this request constitutes an offer open and irrevocable for a period of sixty (60) days following the date of the Contractor’s signed submission, and that upon acceptance by the State shall become binding under the terms of the *Commissioning Work Order Authorization.* (refer to Contract Attachment Work Order Authorization).
3. Work performed in response to this request shall be commenced on a date to be stipulated in the Notice to Proceed; and, subject to authorized adjustments.
4. Travel, meal and expense will be included in the Proposal document as a separate not to exceed cost and be clearly identified.

**COMMISSIONING – PROPOSAL**

FOR THE

**State of Tennessee, Tennessee Tech University**

|  |  |  |  |
| --- | --- | --- | --- |
| SBC  Project No: | 000 / 000-  00-00 | Commissioning Work Order  Number: | 000 / 000-  00-00**X** |
| Project Name: |  | *(Project Name)* |  |
| Project Title |  | *(Project Title)* |  |
| Location |  | *(Location)* |  |

#### This Commissioning Proposal and Work Order amount represents a total amount for all commissioning work requested by the State and is derived in accordance with a detailed commissioning scope of services approved by the State for this project. The scope of services and pricing sheets are attached hereto and made a part of this agreement.

**Proposal Amount:**

|  |
| --- |
| *(Written Amount) AND NO/100THS DOLLARS* |
| *(Figure)* **.00** |

**Expenses Not-To-Exceed Amount:**

|  |
| --- |
| *(Written Amount) AND NO/100THS DOLLARS* |
| *(Figure)* **.00** |

#### Person who signs Commissioning Proposal on behalf of Contractor is legally empowered to bind Contractor to Contract. This Commissioning Proposal, Scope of Services, and Cost Proposal is submitted by:

Commissioning Agent:

By: Date:

**Title:**

Attach the following documentation:

Contract Attachment—Commissioning Request Form Project understanding and identification of team members. Commissioning scope of services and task descriptions.





Assigned personnel and man hour estimates. Anticipated site visits (scope and duration).

Estimated time schedules for commissioning services.



**COMMISSIONING – WORK ORDER AUTHORIZATION**

Issued by the State of Tennessee

**Tennessee Tech University**

This Work Order Authorization is for the provision of specified commissioning services at

Tennessee Tech University. These services are further defined in the

“Commissioning Proposal” and the documents, if any, referenced therein, describing Building Commissioning to be implemented in accordance with the commissioning Master Contract between the State and Contractor dated TBD .

|  |  |  |  |
| --- | --- | --- | --- |
| SBC  Project No: | 000 / 000-  00-00 | Commissioning Work Order  Number: | 000 / 000-00-00X |
| Project Name: |  | *(Project Name)* |  |
| Project Title |  | *(Project Title)* |  |
| Location |  | *(Location)* |  |

|  |  |  |
| --- | --- | --- |
| Original Work Order Date: | *(Date)* | Original |
|  |
|  |  |
| Date This Change Initiated: | *(Date)* | Amendment  Change Order |
|  |  | Additional Services |
|  |  |  |

Scope of Services:

Attach Contract Attachment *Commissioning Proposal* for the scope of services requested and/or required in the Commissioning project identified above: 

|  |  |
| --- | --- |
| **Cost:** |  |
| Original Commissioning Work Order Amount | **.00** |
| The Commissioning Work Order Sum prior to this modification  *(if applicable)* | **.00** |
| This modification **(*increases* / *does not change* / *decreases)***  the Commissioning Work Order Amount by | **.00** |
| New Commissioning Work Order Total, inclusive of this modification | **.00** |

#### State:

**Tennessee Tech University**

**Reviewed:**

**Name:**

**Title:**

**Approved:**

**Jim Cobb**

Director, Capital Projects

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