



Specifications for SWC 817 Emergency Services/Restoration

The purpose of this solicitation is for the State of Tennessee to secure a contract for statewide emergency services for disaster recovery: restoration and finishing. The contractor will be responsible for the immediate and initial response to emergency situations such as, but not limited to: water/fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization, and mold remediation. The contractor will be responsible for services such as: water extraction, drying of structure and contents, debris removal, etc. At the discretion of the State of Tennessee, the contractor may be responsible for any structural repair, construction, and finishing. Restoration work includes anything that is necessary to get the structure back to a functional, safe state and enable employees to return to the space to work. Finishing work includes interior design such as: paint, carpeting, etc. that is cosmetic. Contractors are required to use Xactimate software when preparing estimates for jobs under the performance of this contract.

This contract will be available for use for all structures within all state agencies, departments, institutions, authorized local users, and higher education institutions. Currently, there are approximately 5,500 State of Tennessee structures under the scope of this contract. This contract is not limited to the buildings that are leased or owned by the State at the time of contract award. The State of Tennessee reserves the right to add or remove structures at any time. The contractor must be able to manage and staff multiple losses at multiple locations simultaneously.

Engineering or architectural services are outside of the scope of this contract, per Tenn. Code Ann. § 12-4-107.

1.) Staff Requirements:

- a) The contractor must have a minimum of four (4) project management teams made up of one (1) staff project manager and three (3) staff support technicians trained in emergency response. The contractor must have at least one (1) office and one (1) project management team in each of the three (3) grand divisions of Tennessee: East, Middle, and West. Grand Divisions are as defined in Tenn. Code Ann. §§ 4-1-201 - 204.

- b) Subcontractors may not be used to fulfill staffing or office location requirements. The contractor shall maintain the resources necessary to manage staff and perform the work within this contract. Contractor staff shall provide a quick response to the agency, and have the ability to manage multiple projects at multiple locations simultaneously. No temporary workers (temp agencies) will be allowed. Subcontractors may only be used for the finishing component of this contract, not restoration.
 - c) A list detailing the minimum three (3) offices and four (4) project management teams must be provided to the State. The list must include: the address of each office, the date the office was established at that location, the manager of each location with contact information, the project manager of each team with contact information and what office the team operates from. Each office must be an established location for at least three (3) years. This list must be updated and sent to the State contract administrator within thirty (30) days of any changes to the details above.
 - d) As stated in the terms and conditions: The Contractor shall not be compensated or reimbursed for travel time, travel expenses, meals, or lodging.
- 2.) The contractor must bid and perform contract services through the management of the corporate office in order to maintain consistency in work quality. Franchise locations under the corporate office can be considered a service location per section one (1) above.
- 3.) Equipment –
- a) In order to provide services in a time effective manner in the event of a disaster, the contractor must own a minimum of one million dollars (\$1,000,000) of restoration equipment within the State of Tennessee that will be used in the performance of this contract. Examples of equipment that may be required are: drying equipment, air scrubbers, foggers, moisture meters, etc.
 - b) All equipment intended to be used in the performance of this contract must be stored within the State of Tennessee throughout the duration of the contract. The contractor shall include an inventory list of this equipment with bid. The listing shall include the type of equipment and description, name of the manufacturer, current value, and office location of the equipment. The

contractor must submit an updated list of this inventory to the State contract administrator on an annual basis while the contract is in place.

4.) Project Estimates-

- a) The contractor will be required to utilize the project costing software Xactimate 27.5 or 28 licensed by Xactware, or the most current version, with monthly updates for loss locations by zip code. The contractor must provide Xactimate licensure. During the contract period, the contractor will estimate cost using the unit line pricing and incorporating the appropriate zip code pricing from the most current version of "Xactimate" cost estimating computer software. The complete cost for each job is then determined by multiplying the total of line item costs by the percent discount bid. The State of Tennessee will not be responsible for any additional overhead or profit charges. Base service charges, overhead, and profits will not be allowed in Xactimate. Price list from Xactimate cannot be changed or modified. There are no other add-ons to the subtotal price. Each job becomes a firm, fixed price and there will be no changes to price or quantities. Contractor shall adjust estimates for projects that result in a lower cost than the original firm, fixed price. See section 6.e. in instances of higher cost than the original estimate. Each estimate the contractor submits becomes the property of the State of Tennessee. Xactimate software is allowed to be set for 10% overhead, and 10% profit for permanent finishing work only.

- b) On large mitigation, remediation and/or restoration projects potentially exceeding a \$200,000 estimate or involving complex or unique situations would be billed on a time and material basis in accordance with the supplier's agreement with the property insurer of record. If the contractor does not have a time and material rate agreement with the State of Tennessee's insurer of record prior to contract award, these rates would be created and agreed upon between parties in the instance of a project exceeding \$200,000.

Complex or unique projects not exceeding \$200,000 must receive approval from the adjuster and Treasury before being billed on a time and material basis. Justification must be provided by the supplier supporting why Xactimate pricing would not adequately include all costs associated with the project.

- c) Contractor must work with and take direction from the State adjuster and the State's insurance carrier in the event there is an insurance claim as a result of the damage. Projects under \$1,000 may be handled at the discretion of the agency or facility management personnel.

- 5.) Contractors are responsible for providing their telephone and fax numbers, email address, and cellular phone and/or pager numbers to the State of Tennessee and/or the State adjuster. The contractor must maintain a 24/7 dedicated toll-free line that is staffed by contractor personnel or an answering service. The person answering the telephone must be trained and capable of obtaining all information needed in order to properly assess the existing loss information from the agency. For the duration of a project, the agency needs to have one point of contact with the contractor. Answering machines or voice mail systems are not acceptable. When away from their office station, the contractor's project manager and other supervisory staff involved with an ongoing job for the state shall be equipped with and accessible via mobile telephone service.

- 6.) Response time requirements:
 - a) Upon receipt of notification for services, the contractor shall respond to the requesting agency representative within one (1) hour of the initial notification. The response must be by phone and an email confirmation is encouraged. A proper assessment, determined at the discretion of the State, must be completed by the contractor. After hours calls must be forwarded to a contractor staff employee's cell phone or 24/7 dedicated toll-free line. The one (1) hour response time requirement begins when the agency makes the initial contact with the contractor office, staff employee's cell phone, or 24/7 dedicated toll-free line.

 - b) Within three (3) hours of the initial notification, the contractor shall be on site with qualified personnel to determine the scope of work involved with the project. The contractor should have a management team which must be comprised of one project manager and three trained support technicians. They must be ready to start work immediately upon arrival at the loss location.

 - c) Within seventy-two (72) hours of the contractor arriving on site, the contractor shall provide an initial scope of work and projected price to the State's adjuster, if used, and/or an agency representative. The site must be visited to take exact measurements and examine the premises to become familiar with any problems or unusual circumstances. No allowances will be made by the State for errors in

quotations due to the contractor not visiting the site prior to submitting their projected price. Respondents shall be responsible for their own measurements.

- d) Within five (5) calendar days of the contractor arriving on site, the contractor shall provide an estimated scope of work in the Xactimate format to the State adjuster and/or an agency representative.
- e) If actual on site services are determined by the contractor to require a change in scope of work, budget, or time, the contractor shall contact the assigned adjuster and/or representative from the agency immediately upon such determination to receive approval to proceed with the change of work.
- f) Upon completion of a job, the contractor shall invoice the requesting agency and/or adjuster within thirty (30) business days of completion. The agency and/or adjuster will review and approve the invoice before payment is authorized. The agency representative or State adjuster will sign off on all completed restorations.

7.) Contractor License Requirements:

- a) A contractor's license must be held by the contractor and provided when submitting a bid.
- b) The "Prime" (general) contractor (not a subcontractor), must have this license prior to bidding on the solicitation, offering a price, negotiating, performing work or contracting.
- c) Reciprocal agreements do NOT allow using another state's license in Tennessee.
- d) Contractor's license must have an "Unlimited" monetary limit and a "BC" classification.
- e) A contractor's license is obtained as a Sole Proprietor, Corporation, Partnership or LLC, and issued in the exact name of the entity listed on the financial statement. Must bid and operate in the exact name listed on the license.
- f) A contractor's license is required for all projects, even if a local permit is not required for inspections. Contractor must hold a local permit and licensing as required.
- g) The contractor is required to have proof of current certification and training for water restoration and mold remediation by the Institute of Inspection Cleaning

and Restoration Certification (IIRC) training council. All water mitigation work shall abide by the most current IIRC S500 guidelines for water restoration and the most current IIRC S520 guidelines for mold remediation.

- h) The contractor is required to be chartered with the State of Tennessee Department of Agriculture as a pest control applicator and provide proof of C14 commercial microbial pest control certification within Tennessee.
- 8.) Finishing work will be completed after restoration work at the discretion of the State. Not all jobs will require finishing work. The State will decide on a per-job basis if finishing work will be required.
- 9.) Statewide contract 102 – Building Materials and other statewide contracts are available to all authorized users for use in conjunction with the services provided under this contract. The contractor must work with State agencies to ensure uniformity with State aesthetic preferences.
- 10.) Contractor shall attend annual meetings with the Department of General Services and/or State adjutor to discuss the status of this contract.
- 11.) Transition Plan:
 - a) Upon expiration or termination of the contract, contractor shall provide detailed procedures to enable the contract to transition to the State or management by a third party at no additional cost to the State. Contractor shall work with the State under the State’s management supervision, prior to the expiration or termination of the Contract, to ensure the orderly transfer and efficient transition from current contractor to the State or management by a third party. Contractor shall provide full disclosure to the State and the third-party contractor about the equipment, software, or services required to perform the services for the State and shall transfer any and all records, files and logs to the State regarding work performed for the State during the contract period.
 - b) Any incomplete projects that are ongoing at the time of the new contract award will be completed by the current contractor. Any services requested after the new contract start date will be begun and completed by the new contractor.

- c) In the event that the State has entered into or enters into agreements with other contractors for additional work related to services rendered under the Contract, Contractor must cooperate fully with such other contractors. Contractor shall not commit any act which will interfere with the performance of work by any other contractor.