



STATE OF TENNESSEE  
DEPARTMENT OF GENERAL SERVICES

**REQUEST FOR PROPOSALS # 32110-30325  
AMENDMENT # 2  
EQUIPMENT MAINTENANCE MANAGEMENT  
SERVICES**

**DATE: MARCH 28, 2025**

**RFP # 32110-30325 IS AMENDED AS FOLLOWS:**

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

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

RFP SECTION	PAGE #	QUESTION / COMMENT	STATE RESPONSE
		<p>1. Will the State consider multiple awards for this contract?</p> <p>Multiple awards are highly beneficial to the State, individual agencies, her political sub-divisions and universities, because it fosters competition among the awardees, ensuring clients get the best price for maximum savings on their maintenance contracts. Having vendors compete lowers the cost to the clients by ensuring the "minimum discount" that is contractually obligated is only the starting point for the actual savings realized by the Agencies. Vendors will increase their offered savings to secure contracts with the agencies. Also, multiple awards have the benefit of growing the program's usage. When more than one vendor holds a contract, sales teams from multiple companies will need to be more proactive in reaching out to all of the State's agencies and political subdivisions to try and provide them coverage under this EMMS program.</p> <p>Multiple awards can be accomplished by having vendors meet a certain point level in the evaluation of their proposals (ex: 80 out of 100), instead of just giving it only to the highest evaluated company. This can only benefit the State, as it will allow more providers access to the market, which serves to drive down the costs for the same services. It also allows for agencies that may be unhappy with their current EMMS provider to continue realizing the cost savings by covering their equipment under this program.</p>	<p>The State is not open to this change.</p>

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RFP Sections 1.1 and 1.2.	1	2. Could the state clarify if the objective of this RFP is to replace the existing program, enhance the current services, or expand the scope of the existing consolidated maintenance agreement?	The objective of this contract is to obtain a Contractor that shall be responsible for the entire service delivery process, from dispatch to the Service Provider, management of the program, invoice processing and payment by the Contractor to its Service Providers and shall serve as the single point of contact for Authorized Users to maintain and repair multiple pieces of equipment. This is consistent with the structure of the current contract.  Please see the revised RFP Section 1.1.
		3. Could the state provide insight into the rationale for issuing a new RFP for Equipment Maintenance Management Services, considering the existing consolidated program?	The State is seeking to establish a competitive contract for these services that shall take effect after the current contract expires on May 31, 2025.
RFP Sections 1.1 and 1.2.	1	4. Are there specific goals, improvements, or challenges from the current program that this RFP aims to address?	Please see the response to question 2.
		5. Can the state provide additional details on the penalties or remedies if the SLAs are not met, and how often will performance metrics be evaluated?	Service Level Agreements (SLAs) will be monitored by Authorized Users at their discretion. If SLAs are not met, the State may consider action such as submitting a Formal Supplier Complaint or potentially pursuing termination of the Contract.
RFP Section 4.9.1.	13	6. What documentation must the contractor submit to the Dept. of Finance and Administration (division of accounts) referenced in this section?	This is referring to the Supplier Direct Deposit Authorization Form, also known as SDDA. The SDDA form is completed by suppliers to add, change, or remove bank account information on file with the State of Tennessee and would be submitted through Edison.
Pro Forma Section C.5.	10	7. Section C.5 states that invoices may be submitted no more than once per month. Can the state confirm the expected payment processing timeline once invoices are submitted?	The State shall comply with the Prompt Pay Act, Tenn. Code Ann. §12-4-701 et. seq. which requires payment within 45 days.
Pro Forma Section C.5.	10	8. Will payments be made under Net 30, Net 45, or another structure?	Please see the response to question 7.
		9. Are there any historical delays in payment processing that contractors should be aware of when structuring their financial approach?	The State is not aware of any historical delays in payment processing.
Pro Forma Section A.5.1.	2	10. Could the state clarify the acceptable payment terms for subcontractors and how delayed state payments might affect the Contractor's obligations to Service Providers?	The State shall comply with the Prompt Pay Act, Tenn. Code Ann. §12-4-701 et. seq. which requires payment within 45 days. Per Pro Forma Section A.5.1., Contractor shall require Service Providers to send all invoices directly to the Contractor. Contractor shall make direct payment to Service Provider(s) for all work provided. Contractor shall be responsible for the guarantee of payment to the Service Provider(s) within thirty (30) days of successful completion of required maintenance or repair services.
Pro Forma Sections C.5.b.1 and C.5.	11	11. Can the state confirm whether Contractors should expect to invoice a fixed monthly management fee for program oversight, in addition to pass-	Per Pro Forma Section C.5.b.1. Contractor's invoices shall only include charges for goods delivered or services provided as described in Section A and in accordance with payment terms

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		through costs for equipment maintenance services?	and conditions set forth in Section C. Please also reference Pro Forma Section C.5.
Pro Forma Sections A.13., C.3., and C.5.	4,10, &11	12. Will there be specific billing categories or line-item requirements for invoicing, such as administrative costs, vendor services, and preventive maintenance?	Please refer to Pro Forma Section A.13., C.3. Payment Methodology and C.5. Invoice Requirements. Please also see the response to question 11.
Pro Forma Section C.5.b.1 & Section C.5.	4,10, &11	13. Are there any restrictions or approval processes for passing through subcontractor/vendor costs to the state?	Please see the response to question 11.
Pro Forma Section C.5.b.1 & Section C.5.	11	14. Can the state confirm whether the baseline pricing for services is pre-set by the state, or will the contractor have flexibility to propose its own standard rates before applying the Tier 1 and Tier 2 discounts?	Please see the response to question 11.
Pro Forma Section C.5.b.1 & Section C.5.	11	15. If baseline pricing is determined by the contractor, will there be an opportunity to negotiate pricing adjustments to ensure sustainability?	Please see the response to question 11.
Evaluation Model.	Tab 1	16. Can the state clarify how it determines whether a purchase order (PO) falls under Tier 1 or Tier 2 for discount application?	The Contractor shall determine if the accepted equipment shall receive a Tier 1 or Tier 2 discount. Contractor shall provide Tier 1 and Tier 2 discounts in accordance with the Contractor's submitted Service Level Agreement Percentages.  Per the Evaluation Model instructions on Tab 1. Cost Proposal "For example, if a Respondent offers a 40% Tier 1 Discount and inputs 90% into Tier 1 SLA, then the State will expect the Respondent to honor the 40% minimum discount at least on 90% of the equipment accepted into the program."
Evaluation Model.	Tab 1	17. Will the contractor be required to verify discount tier eligibility before invoicing, or will this be predetermined by the state at the time of issuing the PO?	Please see the response to question 16.
		18. Is there any flexibility to propose additional volume-based discounts beyond the Tier 1 and Tier 2 minimums?	Additional discounts may be offered at the Contractor's discretion.
Pro Forma Sections A.13 & A.14.	4	19. Are there any exceptions or expedited processes for adding or removing equipment from the EMMS program in cases of emergency scenarios or equipment failure?	There are no exceptions or expedited processes for emergency scenarios.  Per Pro Forma Section A.13., Authorized Users may request a MSA for equipment or add equipment to an existing MSA at any time and for any reason during the Term. Any equipment coming off warranty may be added to the EMMS program.  Per the revised Pro Forma Section A.14. Authorized Users may delete equipment during the coverage period for any reason. The Authorized User shall provide Contractor with at least thirty (30) days written notice before deleting

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			equipment unless otherwise approved by the Contractor.
Pro Forma Section A.17.	5	20. How will disputes regarding the functional equivalence of substitute equipment be resolved, particularly if there is disagreement over meeting OEM specifications?	Per the revised Pro Forma Section A.17. Contractor shall provide functionally equivalent substitute equipment as determined by the Authorized Users at no cost to the Authorized User.
		21. Is there any flexibility in meeting insurance requirements, especially for smaller businesses, or are these coverage limits non-negotiable?	The State is not open to this change.
Pro Forma Section E.17.	24	22. Are there specific state-approved tools or processes required for data security and hard drive removal, or will our Company be allowed to propose best practices?	Please see Section E.17 of the Pro Forma.
RFP Section 1.1.	1	23. Does the state provide a pre-approved list of agencies to target for marketing, or is the contractor responsible for identifying potential participants?	No, the State does not provide a pre-approved list. Per RFP Section 1.1: "The successful Respondent is expected to market the Equipment Maintenance Management Services program to all State agencies."  Please see the Department Directory at <a href="https://www.tn.gov/directory/departments-directory.html">https://www.tn.gov/directory/departments-directory.html</a> for a list of agencies.
RFP Section 1.4.8.	3	24. Can the state post all question and answers from all submitter's?	All written questions and comments submitted on or before the "Written 'Questions and Comments' Deadline" at 2 p.m. March 12, 2025, will be publicly posted prior to the "State Response to Written 'Questions and Comments' Deadline".  Per RFP Section 1.4.8., The State's official, written responses will constitute an amendment of this RFP.

2. **Delete RFP # 32110-30325, in its entirety, and replace it with RFP #32110-30325, Release #2, attached to this amendment.** Revisions of the original RFP document are emphasized within the new release. **Any sentence or paragraph containing revised or new text is highlighted.**
3. **RFP Amendment Effective Date.** The revisions set forth herein shall be effective upon release. All other terms and conditions of this RFP not expressly amended herein shall remain in full force and effect.