



Campus Master Plan Update

UT Health Science Center

Request for Qualifications

SBC No. 540/013-01-2018

5723 Middlebrook Pike, Knoxville, TN 37996

RFQ Release Date: June 17, 2018

RFQ ADVERTISEMENT

Request For Qualifications: The University of Tennessee Health Science Center requests qualifications for Campus Master Planning Consultant Services. **Project:** Master Plan Update, UT Health Science Center, SBC No. 540/013-01-2018. **Documents:** Scope of services and qualification requirements are on UT's Web site, <https://procurement.tennessee.edu/how-do-i-buy/bid-proposal-advertisements/> **Accommodation:** A Respondent with a disability may request reasonable accommodation for participation to the RFQ Coordinator designated in the RFQ no later than seven calendar days after initial RFQ advertisement. **Project Review Conference and Site Visit:** June 28, 2018 at 8:00 a.m., Hyman Building Room 101, 62 S. Dunlap Street, Memphis, TN. **Qualifications Submittal Deadline:** Qualifications received at the address below until 2:00 p.m. eastern on July 26, 2018.

UT Office of Real Property and Space Administration Attn: Adam Foster 5723 Middlebrook Pike, Knoxville, TN 37996

REQUEST FOR QUALIFICATIONS (RFQ)

Campus Master Plan Update

University of Tennessee Health Science Center

SBC No 540/13-01-2018

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1. INTRODUCTION

1.1 Purpose

1.1.1 The University of Tennessee, hereinafter referred to as the Owner, has issued this Request for Qualifications (RFQ) with attachments to define service requirements; solicit qualifications; detail proposal requirements; and outline the process for evaluating qualifications for the Owner's Project titled and numbered as follows.

**University of Tennessee Health Science Center
Campus Master Plan Update
SBC No. 540/013-01-2018**

1.1.2 The Owner intends to award a contract for Consultant services to the highest evaluated Respondent whose proposal conforms to the RFQ.

1.2 Scope of Services

1.2.1 RFQ Attachment 1 provides a Pro Forma Master Contract (MC) which, with MC Attachment 1.A, Scope of Consultant Services, details the Owner's requirements for the Consultant's scope of services. RFQ Attachment 1 substantially represents the contract document that the Respondent selected by the Owner must agree to and sign.

1.2.2 The following summary scope description for Consultant services is for overview purposes only and does not substitute for any portion of this RFQ.

Develop a Master Plan Update that will guide the future development of the UTHSC Campus that includes the following services and/or documents:

- Master Plan Goals and Objectives.
- Review of UTHSC Strategic Plan.
- Evaluation of the previous UTHSC Campus Master Plan.
- Physical Site Conditions Assessment.
- Land Use Plan.
- Greenspace Perspective.
- Circulation and Transportation Creation
- Facility Renewal and Reprogramming.
- Infrastructure and Utility Improvements
- Campus Planning, programming, and architectural, interior, and engineering services and analysis

1.3 Nondiscriminatory Participation

1.3.1 Through this RFQ the Owner seeks to procure the best services at a fair and reasonable price and to give all qualified businesses, including those that are qualified disadvantaged business enterprises, opportunity to do business with the Owner.

- 1.3.2 No person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the State's contracted programs or activities on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law.
- 1.3.3 The Owner has designated the following contact 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 applicable federal regulations.

Adam Foster
Office of Real Property and Space Administration
5723 Middlebrook Pike
Knoxville, TN 37996
Afoste17@tennessee.edu

1.4 Diversity in Contractual Relationships

It is the express desire of The University of Tennessee and the State Building Commission to include an emphasis on diversity in its contractual relationships under jurisdiction of the Commission. The Commission acknowledges that firms who demonstrate and embrace diversity within their programs and policies are assisting the State in achieving its goals in building a more reflective marketplace of the community within this state.

2.0 SELF-IDENTIFICATION RESPONDENT AND COMMUNICATIONS

2.1 Self-Identification of Potential Respondents

- 2.1.1 **THE OWNER will convey all official communications and addenda pursuant to this RFQ to the potential Respondents from whom the RFQ Coordinator has received a Request for RFQ Communications in writing, by letter, or by email, with the request clearly indicating the potential Respondent's organization name and the name and title of a contact person with their telephone number and email address.**
- 2.1.2 The Request for RFQ Communications shall be made no later than the date of the Project Review Conference detailed in the RFQ Advertisement. Such request creates no obligation and is not a prerequisite for making a proposal.

2.2 RFQ Communications

- 2.2.1 Contact regarding this RFQ with employees or officials of the Owner or of the State of Tennessee other than the RFQ Coordinator detailed below may result in disqualification from this procurement process.
- 2.2.2 Interested parties and Respondents must direct all communications regarding this RFQ to the following RFQ Coordinator, who is the Owner's official point of contact for this RFQ.

Adam Foster
Office of Real Property and Space Administration
5723 Middlebrook Pike
Knoxville, TN 37996
Afoste17@tennessee.edu

- 2.2.3 Any oral communications shall be considered unofficial and non-binding with regard to this RFQ. Only the Owner's official written proposals and communications shall be considered binding with regard to this RFQ.
- 2.2.4 Each Respondent shall assume the risk of the method of dispatching any communication or proposal to the Owner. The Owner assumes no responsibility for delays or delivery failures resulting from the method of dispatch. "Postmarking" of a communication or proposal shall not substitute for actual receipt of a communication or proposal by the Owner.
- 2.2.5 The Owner reserves the right to determine, at its sole discretion, the method of conveying official written responses and communications pursuant to this RFQ such as by letter, by fax, by email, or by Web site posting.
- 2.2.6 Any data or factual information provided by the Owner, in this RFQ or an official response or communication, shall be deemed for informational purposes only, and if a Respondent relies on such data or factual information, the Respondent should either: (1) independently verify the information; or, (2) obtain the Owner's written consent to rely thereon.

3.0 PROJECT REVIEW CONFERENCE AND RESPONDENT COMMENTS

3.1 Project Review Conference & Site Visit

- 3.1.1 A Project Review Conference & Site Visit will be held at Hyman Administration Building, Room 101, 62 S. Dunlap Street, Memphis Tennessee on June 28 at 8:00 a.m. Central. Attendance is not a prerequisite for submitting qualifications. The Owner will make reasonable efforts to establish a teleconference line if desired.
- 3.1.2 The purpose of the conference is to discuss the RFQ scope of services and contract requirements. While questions will be entertained, the response to any question at the conference shall be considered tentative and non-binding with regard to this RFQ.
- 3.1.3 Following the Project Review Conference, the Owner will provide a tour of the campus.

3.2 Respondent Comments and Waiver of Objections

- 3.2.1 Each Respondent shall carefully review this RFQ and all attachments for comments, questions, defects, objections, or any other matter requiring clarification or correction, collectively called Comments. Comments must be made in writing and received by the RFQ Coordinator no later than six calendar

days after the date of the Project Review Conference.

- 3.2.2 A Respondent's protests based on any objections concerning the RFQ shall be considered waived and invalid if Comments relevant to the objections have not been brought to the attention of the Owner, in writing, no later than five calendar days after the date of the Project Review Conference.
- 3.2.3 The Owner reserves the right to determine, at its sole discretion, the appropriate and adequate responses to Comments. The Owner's official responses to Comments and other official communications pursuant to this RFQ shall constitute an addendum to this RFQ.

4.0 QUALIFICATIONS REQUIREMENTS AND PROCESS

4.1 Deadline

- 4.1.1 Qualifications must be submitted to the RFQ Coordinator no later than the Qualifications Statement Deadline date and time detailed in the RFQ Advertisement. A late proposal will not be accepted. A Respondent's failure to submit qualifications before the Qualifications Statement Deadline shall cause the proposal to be disqualified.
- 4.1.2 The Qualifications Statement Deadline time shall be established by the timepiece of the Owner.

4.2 Qualifications Statement Contents

- 4.2.1 Qualifications Statements must respond to the description of Consultant scope of services, contract requirements, and proposal requirements described in this written RFQ and any RFQ attachments, exhibits, or addenda.
- 4.2.2 No portion of a Qualifications Statement may be delivered orally or by any means of electronic transmission.
- 4.2.3 A Qualifications Statement in response to this RFQ shall consist of the following two documents, each of which is further described in a later section. The format for submittal of each is shown in the designated attachment.
 - 1. Certification Statement (RFQ Attachment 2)
 - 2. Qualifications Statement (RFQ Attachment 3)
- 4.2.4 Respondents must submit one original Certification.
- 4.2.5 Respondents must submit six copies of their Qualifications Statement.

NOTE: Copies of Master Plans as completed by the Respondent for other clients, as required by the Qualifications Statement criteria, shall be submitted with but not bound in with the Qualifications Statement. Submitted packages should be clearly marked as follows:

Qualifications Statement

UTHSC Campus Master Plan Update
SBC No 540/013-01-2018
Submitted By: <<Consultant Name>>

Contact: <<Contact Person Name, Telephone Number>>

4.3 Qualifications Statement Requirements

- 4.3.1 Pricing information shall not be included in the Qualifications Statement. Inclusion in the Qualifications Statement of any direct or implied revelation of cost information shall make the proposal nonresponsive and the Owner will reject it.
- 4.3.2 Each Respondent shall use RFQ Attachment 3 to guide organization of the Qualifications Statement. Each Respondent shall duplicate RFQ Attachment 3 for use as the Table of Contents for the Qualifications Statement by adding page numbers and the Respondent's name as indicated. The Respondent must address all items for all sections and provide, in sequence, the required information and documentation with the associated item references.
- 4.3.3 The Qualifications Statement shall be economically prepared, with emphasis on completeness and clarity of content, legibly written, brief, and to the point in a direct response to the information requested for each item. All written material must be written on standard 8 1/2" x 11" paper with exceptions permitted for foldouts containing non-text information such as charts and spreadsheets.
- 4.3.4. Charts, lists, photos, and illustrations should be utilized only when appropriate or specifically requested. Any information not conforming to these criteria will be deemed extraneous and will in no way contribute to the evaluation process.
- 4.3.5 The Qualifications Statement shall not exceed 45 pages including tables of contents, photo pages, charts, spreadsheets, and appendices. Pages or sheets with print on both sides will be counted as two pages.
- NOTE: Copies of Master Plans completed by the Respondent for other clients, as required by the Qualifications Statement criteria, shall be submitted with but not bound in with the Qualifications Statement. Such documents do not affect the number of pages in the Qualifications Statement.
- 4.3.6 All information included in a Qualifications Statement shall be relevant to a specific requirement detailed in RFQ Attachment 3. All information must be incorporated into a response to a specific requirement and clearly referenced. Any information not meeting these criteria will be deemed extraneous and will in no way contribute to the evaluation process.
- 4.3.7 Responses to Qualifications Statement criteria and requirements for Qualifications and Experience in regard to "your firm" may include information about the Consultant or any Subconsultant but shall identify the entity with the Qualifications and Experience.
- 4.3.8 In addition to hard copies, the Qualifications Statement should be provided electronically in pdf format on a disk or flash drive.

4.4 RFQ Addenda and Cancellation

- 4.4.1 The Owner reserves the unilateral right to issue addenda to this RFQ in writing

at any time.

- 4.4.2 The Owner reserves the right, at its sole discretion, to cancel and reissue this RFQ or to cancel this RFQ in its entirety.

4.5 Qualifications Statement Prohibitions and Right of Rejection

- 4.5.1 The Owner reserves the right, at its sole discretion, to reject any and all proposals in accordance with applicable laws and regulations.
- 4.5.2 Each proposal must comply with all of the terms of this RFQ and all applicable State laws and regulations. The Owner may consider non-responsive and reject any proposal that does not comply with all of the terms, conditions, and performance requirements of this RFQ.
- 4.5.3 A proposal of alternate services (i.e., a proposal that offers services different from those requested by this RFQ) shall be considered non-responsive and rejected.
- 4.5.4 A Respondent shall not restrict the rights of the Owner or otherwise qualify a proposal. The Owner may determine such proposal to be a non-responsive counteroffer, and the proposal may be rejected.
- 4.5.5 A Respondent shall not submit the Respondent's own contract terms and conditions in a proposal to this RFQ. If a proposal contains such terms and conditions, the Owner may determine, at its sole discretion, the proposal to be a non-responsive counteroffer, and the proposal may be rejected.
- 4.5.6 A Respondent shall not submit more than one proposal. Submitting more than one proposal shall result in the disqualification of the Respondent.
- 4.5.7 A Respondent shall not submit multiple qualifications in different forms. This prohibited action shall be defined as a Respondent submitting one proposal as a Consultant and permitting a second Respondent to submit another proposal with the first Respondent offered as a subconsultant. This restriction does not prohibit different Respondents from offering the same subconsultant as a part of their qualifications, provided that the subconsultant does not also submit a proposal as Consultant. Submitting multiple qualifications in different forms may result in the disqualification of all Respondents knowingly involved.
- 4.5.8 The Owner will reject a proposal if the proposal was not arrived at independently without collusion, consultation, communication, or agreement as to any matter relating to such prices with any other Respondent. Regardless of the time of detection, the Owner shall consider any of the foregoing prohibited actions that are detected to be grounds for proposal rejection or contract termination.
- 4.5.9 The Owner will not contract with or consider a proposal from:
 - 4.5.9.1 an individual who is, or within the past six months has been, an employee or official of the State of Tennessee;
 - 4.5.9.2 a company, corporation, or any other contracting entity in which an

ownership of two percent (2%) or more is held by an individual who is, or within the past six months has been, an employee or official of the State of Tennessee (this shall not apply either to financial interests that have been placed into a “blind trust” arrangement pursuant to which the employee does not have knowledge of the retention or disposition of such interests or to the ownership of publicly traded stocks or bonds where such ownership constitutes less than 2% of the total outstanding amount of the stocks or bonds of the issuing entity);

4.5.9.3 a company, corporation, or any other contracting entity which employs an individual who is, or within the past six months has been, an employee or official of the State of Tennessee in a position that would allow the direct or indirect use or disclosure of information, which was obtained through or in connection with his or her employment and not made available to the general public, for the purpose of furthering the private interest or personal profit of any person; or,

4.5.9.4 any individual, company, or other entity involved in assisting the Owner in the development, formulation, or drafting of this RFQ or its scope of services shall be considered to have been given information that would afford an unfair advantage over other Respondents, and such individual, company, or other entity may not submit a proposal in response to this RFQ.

4.5.9.5 For the purposes of applying the requirements of Section 4.6.9, et. seq., an individual shall be deemed an employee or official of the State of Tennessee until such time as all compensation for salary, termination pay, and annual leave has been paid.

4.6 Waiver of Variances

4.6.1 The Owner reserves the right, at its sole discretion, to waive a proposal’s variances from full compliance with this RFQ. If the Owner waives minor variances in a proposal, such waiver shall not modify the RFQ requirements or excuse the Respondent from full compliance with such. Notwithstanding any minor variance, the Owner may hold any Respondent to strict compliance with this RFQ.

4.7 Qualifications Statement Information Not Correct, Complete or Properly Organized

4.7.1 If the Owner determines that a Respondent has provided, for consideration in this RFQ process or subsequent contract negotiations, incorrect information that the Respondent knew or should have known was materially incorrect, that proposal shall be determined non-responsive and shall be rejected.

4.7.2 The Owner may determine a proposal to be non-responsive and reject it if the proposal fails to appropriately address or meet all of the requirements.

4.7.3 The Owner may determine a proposal to be non-responsive and reject it if the Respondent fails to organize and properly reference the proposal as required.

4.8 Qualifications Statement Withdrawal

4.8.1 A Respondent may withdraw a submitted proposal at any time up to the Qualifications Statement Deadline time and date detailed in the RFQ Advertisement. To do so, a Respondent must submit a written request, signed by a Respondent's authorized representative to withdraw a proposal. After withdrawing a previously submitted proposal, a Respondent may submit another proposal at any time up to the Qualifications Statement Deadline.

4.9 Qualifications Statement Errors and Amendments

4.9.1 Each Respondent is liable for all proposal errors or omissions. A Respondent will not be allowed to alter or amend proposal documents after the Qualifications Statement Deadline time and date detailed in the RFQ Advertisement unless such is formally requested, in writing, by the Owner.

4.10 Qualifications Statement Preparation Costs

4.10.1 The Owner will not pay any costs associated with the preparation, submittal, presentation, or contracting of any proposal.

4.11 Disclosure of Qualifications Statement Contents

4.11.1 Each proposal and all materials submitted to the Owner in response to this RFQ shall become the property of the Owner. Selection or rejection of a proposal does not affect this right. All proposal information shall be held in confidence during the evaluation process. Notwithstanding, a list of actual Respondents submitting timely qualifications may be available to the public, upon request, immediately after opening by the Owner.

4.11.2 Upon the completion of the evaluation of qualifications, the qualifications and associated materials shall be open for review by the public in accordance with Tennessee Code Annotated, Section 10-7-504(a)(7). By submitting a proposal, the Respondent acknowledges and accepts that the full proposal contents and associated documents shall become open to public inspection.

4.12 Licensure

4.12.1 Before a Contract pursuant to this RFQ is signed, the Respondent and its personnel, if applicable, must hold all necessary, applicable business and professional licenses as may be required for specific services. The Owner may require any or all Respondents to submit evidence of proper licensure.

4.13 Qualifications by Joint Ventures

4.13.1 If a Respondent intends to submit a Qualifications Statement as a joint venture, then the following requirements shall apply:

4.13.1.1 For the purposes of this RFQ, the Owner recognizes a joint venture as separate organizations or business entities that intend to combine professional or technical expertise and business experience, and to share contractual and project responsibilities in performance of a contract pursuant to this RFQ.

4.13.1.2 Each joint venture participant shall meet the licensure requirements

stated in the RFQ.

4.13.1.3 Each joint venture participant shall meet the insurance requirements stated in the RFQ.

4.13.1.4 Each joint venture participant shall individually provide all documentation required for review of financial responsibility and stability. The Owner will not recognize nor accept as a singular qualification, any combination of financial assets and resources from separate organizations or business entities submitting a Qualifications Statement in response to this RFQ.

4.13.2 A subconsultant to a Respondent is not a joint venture participant.

4.14 Severability

4.14.1 If any provision of this RFQ is declared by a court to be illegal or in conflict with any law, said decision shall not affect the validity of the remaining RFQ terms and provisions, and the rights and obligations of the Owner and Respondents shall be construed and enforced as if the RFQ did not contain the particular provision held to be invalid.

4.15 False Statement, Misrepresentation or Omission.

4.15.1 Any false statement, misrepresentation, or omission regarding a material fact concerning any aspect of a Respondent's submittals shall render the Respondent ineligible for award. The failure to submit information and documentation required by this RFQ may also render the Respondent ineligible for award

4.15.2 In the event a contract is awarded to the Respondent and it is later determined that the Respondent failed to disclose requested information, or made a false statement, misrepresentation or omission regarding a material fact concerning any aspect of this RFQ, the Respondent may be considered in default and the Owner may terminate the contract immediately and/or withhold full or partial payment as it deems appropriate. In addition, the Owner may seek other available remedies to which it is entitled by law, including, but not limited to, debarment.

4.16 Completeness/Accuracy of Submittals.

4.16.1 The Respondent shall be fully responsible for and bound by all information and data included in any and all of its submittals and any appendices or attachments thereto.

4.16.2 It is the Respondent's responsibility to ensure that all information and data provided in any and all of its submittals in connection with this RFQ are truthful, accurate and complete.

4.16.3 In the event that there are any material changes in the operations, management or performance capabilities of the Respondent or its listed subconsultants that may impact performance of the Contract Work after the submission of the documents, but prior to the award of the project, the Respondent shall

immediately notify the Owner and inform it of the details of any such changes.

4.17 Qualifications Statement Evaluation Guide

4.17.1 The Owner will be guided in the evaluation of qualifications by the process described herein.

4.18 Qualifications Statement Evaluation Process

4.18.1 After the Qualifications Statement Deadline the RFQ Coordinator will open and review each Qualifications Statement to make a “Pass” or “Fail” evaluation based on compliance with each of the Mandatory Requirements detailed Section A of RFQ Attachment 3 and the following Qualifications Statement format and content requirements.

1. Received on or before the Qualifications Statement Deadline.
2. Correct number of document copies submitted and packaged as required.
3. Formatted as required and does not exceed size or page number limits.
4. Contains no cost data.
5. Respondent did not submit alternate qualifications.
6. Respondent did not submit multiple qualifications in a different form.
7. Does not contain any restrictions of the rights of the Owner or other qualification of the proposal.

4.18.2 If the RFQ Coordinator makes a “Fail” determination on one or more of the “Pass or Fail” criteria or the Qualifications Statement format and content requirements, the Evaluation Team will review that proposal and make its own determination, documented in writing, of whether (1) the proposal does meet requirements and the proposal will be eligible for further evaluation or (2) the Owner will request clarifications or corrections to enable further evaluation or (3) the Owner will determine the proposal non-responsive to the RFQ and reject it.

4.18.3 An Evaluation Team made up of three or more Owner employees will evaluate each Respondent’s Qualifications. The Evaluation Team will utilize technical advisers as appropriate for their evaluation.

4.18.4 The Owner reserves the right to contact references provided by the Respondent and any other source available for reference information.

4.18.5 The Owner reserves the right, at its sole discretion, to request Respondent clarification of submittals or to conduct clarification discussions with any or all Respondents. Any such clarification or discussion shall be limited to specific sections of the proposal identified by the Owner. The subject Respondent shall put any resulting clarification in writing as may be required by the Owner.

4.18.6 The Owner reserves the right to receive an oral presentation from a Respondent. Oral presentation topics and the number of firms presenting are at the sole discretion of the Owner.

4.18.7 Using the scores from the Evaluation Team, the RFQ Coordinator will develop normalized scores for Technical Qualifications in accordance with RFQ Attachment 5 and develop a ranking of Technical Qualifications from highest to

lowest normalized score.

- 4.18.8 The evaluation team of the Owner will then negotiate a contract with the best qualified firm for services at compensation which the evaluation team and Owner determines to be fair and reasonable.
- 4.18.9 Should the evaluation team and Owner be unable to negotiate a satisfactory contract with the firm considered to best qualified, at a price determined to be fair and reasonable, negotiations will continue with other qualified firms until an agreement is reached.

5. CONTRACT REQUIREMENTS AND PROCESS

5.1 Assignment and Subcontracting

- 5.1.1 The Respondent awarded a contract pursuant to this RFQ may not transfer or assign any portion of the contract without the Owner's prior, written approval.
- 5.1.2 A subconsultant may only be substituted for a proposed subconsultant at the discretion of the Owner and with the Owner's prior, written approval.
- 5.1.3 At its sole discretion, the Owner reserves the right to refuse approval of any subcontract, transfer, or assignment.
- 5.1.4 Notwithstanding the use of subconsultants, the Successful Respondent awarded a Contract under this RFQ, shall be the prime contractor and shall be responsible for all work performed.

5.2 Right to Refuse Personnel

- 5.2.1 At its sole discretion, the Owner reserves the right to refuse any personnel of the Consultant or a Subconsultant for use in the performance of a contract pursuant to this RFQ.

5.3 Insurance

- 5.3.1 Before entering into a contract the Owner will require the apparent successful Respondent to provide a Certificate of Insurance in accordance with RFQ Attachment 1. Failure to provide such insurance certificate is a material breach and grounds for termination of contract negotiations.

5.4 Contract Award Process

- 5.4.1 The RFQ Coordinator will forward the evaluation results to the responsible Owner official, who will consider the results and all pertinent information available to make a recommendation of contract award to the State Building Commission. The Owner reserves the right to make an award recommendation without further discussion of any proposal.
- 5.4.2 The State Building Commission's action to approve a Respondent as contractor officially closes the evaluation process. The Owner will allow seven calendar days after the State Building Commission's disposition of a proposal for consideration of protests from a Respondent. Written protests shall be submitted to the State Architect who will evaluate the merits of the protest. If the State Architect denies a protest, then the contract process proceeds. A

Respondent may appeal its denied protest to the State Building Commission for further review. The appeal shall be submitted to the State Architect within seven calendar days of notification of a denied protest. State Building Commission determination of a protest is final action. If the State Building Commission's review through appeal concurs with the State Architect and denies the protest, then the contract process proceeds. If, after review of the protest through appeal, the State Building Commission decides in favor of the protest then the result may be RFQ cancellation or other resolution.

- 5.4.3 After the approval of the State Building Commission, the Owner will notify Respondents of the apparent best-evaluated proposal and the opportunity to review proposal documents and an evaluation summary. Such notification shall not create rights, interests, or claims of entitlement in either the Respondent with apparent best-evaluated proposal or any other Respondent.
- 5.4.4 The Owner reserves the right, at its sole discretion, to add, delete, or modify terms and conditions or to revise pro-forma contract requirements in the Owner's best interests at any time prior to contract award. No such modifications will materially affect the basis of proposal evaluations or negatively impact the competitive nature of the RFQ process.
- 5.4.5 The Respondent with the apparent best-evaluated proposal must sign and return the contract drawn by the Owner pursuant to this RFQ within 14 calendar days of receipt of the contract form provided by the Owner. If the Respondent fails to provide the signed contract within this time period, the Owner may determine the Respondent nonresponsive to the terms of this RFQ and reject the proposal.
- 5.4.6 The RFQ and the Consultant selection processes do not obligate the Owner and do not create rights, interests, or claims of entitlement in either the Respondent with the apparent best-evaluated proposal or any other Respondent. Contract award and the Owner obligations pursuant thereto shall commence only after contract approval of all State officials as required by State laws and regulations and not prior to the Consultant's receipt of a fully signed contract.

5.6 Contract Payments

- 5.6.1 All contract payments shall be made in accordance with the contract's provisions for Payment Terms and Conditions as detailed in RFQ Attachment 1. No payment shall be made until the contract is approved as required by State laws and regulations. Under no conditions shall the Owner be liable for payment of any type associated with the contract or responsible for any work done by the Consultant, even work done in good faith and even if the Consultant is orally directed to proceed with the delivery of services, if it occurs before contract approval by the Owner as required by applicable statutes and rules of the State of Tennessee or before the contract start date or before the Consultant's receipt of a fully executed contract or after the contract end date specified by the contract.

5.7 Consultant Performance

- 5.7.1 The Consultant shall be responsible for the completion of all work set out in the

contract. All work is subject to inspection, evaluation, and acceptance by the Owner. The Owner may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract.

END OF REQUEST FOR QUALIFICATIONS

RFQ ATTACHMENT 1

RFQ for Consultant Services:

**University of Tennessee Health Science Center
Campus Master Plan Update**

SBC No. 540/013-01-2018

PRO-FORMA MASTER CONTRACT (MC)

BETWEEN THE OWNER

The University of Tennessee
5723 Middlebrook Pike
Knoxville, TN 37996-0040

AND

THE CONSULTANT

Company Name
Company Address

Federal Taxpayer Identification Number: <<Number>>

Wherein the Consultant is a <<form of business, e.g., corporation, individual, sole proprietor, corporation, partnership>> and the Consultant's place of incorporation or organization is <<Name of State, e.g. Tennessee>>.

THE PROJECT:

University of Tennessee Health Science Center
Campus Master Plan Update
SBC No. 540/013-01-2018

THE OWNER AND THE CONSULTANT AGREE AS SET FORTH BELOW.

A. SCOPE OF SERVICES

A.1 Scope

- A.1.1 The Consultant shall provide the services as detailed in Master Contract (MC) Attachment 1.A, Scope of Consultant Services.

B. CONTRACT TERM

B.1 Contract Term

- B.1.1 The Contract Term for this MC shall commence on the date of execution of this MC and end on <<Date>>.
- B.1.2 The Owner shall have no obligation for services rendered by the Consultant which are not performed within the Contract Term.

B.2 Contract Term Extension

- B.2.1 The Owner reserves the right to extend the Contract Term for an additional period or periods of time.
- B.2.2 An extension of the term of this MC will be affected through an amendment to the MC. If the extension of the MC necessitates additional funding beyond that which was included in the original MC, the increase in Owner's maximum liability will also be affected through an amendment to the MC.

C. PAYMENT TERMS AND CONDITIONS

C.1 Maximum Liability

- C.1.1 The maximum liability does not include the Consultant's reimbursable expenses as defined herein.
- C.1.2 In no event shall the maximum liability of the Owner under this MC exceed the following amount.
- <<Dollar amount of not to exceed fee amount written in words>>**
- (\$<<Dollar amount of not to exceed fee amount written in numbers>>)**
- C.1.3 Exclusive of reimbursable expenses as defined herein, this amount shall constitute the entire fee compensation due the Consultant for services and all of the Consultant's obligations hereunder. This amount includes, but is not limited to, all applicable taxes, fees, overhead, profit, and all other direct and indirect costs incurred or to be incurred by the Consultant regardless of the difficulty, hours worked, or materials or equipment required.
- C.1.4 The maximum liability represents available funds for payment to the Consultant for fee compensation and does not guarantee payment of any such funds to the Consultant unless the Consultant performs said work, in which case, the Consultant shall be paid in accordance with Section C.3.
- C.1.5 The maximum liability of the Owner expressed above is firm for the duration of the MC and is not subject to escalation for any reason unless amended.

C.2 Fee Compensation as Hourly Rates

- C.2.1 The Owner's fee compensation to the Consultant for services shall be based on Hourly Rates computed as a Multiple of Direct Personnel Expense with the total fee compensation not to exceed the maximum liability.
- C.2.2 Hourly Rates and Direct Personnel Expense are applicable to Consultant personnel and Subconsultant personnel for time spent engaged on the project by the Consultant.
- C.2.3 Direct Personnel Expense includes cost of salaries and of mandatory and customary benefits such as statutory employee benefits, insurance, sick leave, holidays and vacations, pensions, and similar benefits and limited to no more than thirty (30) percent of base salary cost.
- C.2.4 Consultant personnel Hourly Rates shall be computed at a Multiple of two and forty-five one-hundredths (2.45) times the individual's Direct Personnel Expense.
- C.2.5 The Consultant's Subconsultant's personnel Hourly Rates shall be computed at a Multiple of one and twenty one-hundredths (1.20) times the amount billed to the Consultant with the billed amount computed at a Multiple of two and forty-five one-hundredths (2.45) times the individual's Direct Personnel Expense.
- C.2.6 Hourly rates shall be subject to prior written approval by the Owner.

C.3 Payment Methodology for Services

- C.3.1 The Consultant's compensation for services shall be contingent upon progress in the completion of required services satisfactory to the Owner and in a total amount not to exceed the Maximum Liability established herein.
- C.3.2 Prior to any payment for services the Consultant shall submit an invoice in form and substance acceptable to the Owner and with all of the necessary supporting documentation, including the completed form entitled "Attestation: Personnel Used in Contract Performance" as described herein. Invoices shall state (a) Consultant name, (b) invoice date and number, (c) project title and SBC Number, (d) the invoice period of service, (e) amount being invoiced for the invoice period, (f) prior cumulative amount invoiced, and (g) new cumulative amount invoiced.
- C.3.3 The Consultant's invoices shall not be submitted more frequently than monthly.
- C.3.4 Final payment may be requested upon the completion of services satisfactory to the Owner.
- C.3.5 Payment to the Consultant for services shall be made within 45 days after being properly invoiced and payable in accordance with TCA Title 12, Chapter 4, Part 7.

C.4 Reimbursable Expenses

- C.4.1 Reimbursable Expenses are in addition to Fee compensation for services and are limited to expenses expressly allowed herein and actually incurred by the Consultant and the Consultant's subconsultants while performing such services. All reimbursable expenses require prior owner written approval.

- C.4.2 Printing and reproduction expenses for paper and electronic media products delivered to the Owner shall be at actual cost of expenses to the Consultant or Subconsultant.
- C.4.3 Travel expenses, including mileage, meals and lodging, that are incurred in connection with the project for travel in excess of a fifty (50) mile radius of the Consultant or the Consultant's subconsultants principal place of business, will be considered as reimbursable expenses for the travel that is over and above the travel expense incurred within the fifty (50) mile radius. Travel expenses in connection with preauthorized out-of-town or out-of-state expenses will be considered as reimbursable expenses. Reimbursement for allowable travel, meals, and/or lodging shall be in the amount of allowable reimbursements as stated in The University of Tennessee Travel Reimbursement Rate Schedule which is revised from time to time and utilizes the General Services Administration rates for the continental United States (CONUS rates).

C.5 Invoice Procedures and Payment

- C.5.1 Invoice procedures are provided on the RFQ website http://purchasing.tennessee.edu/bid_proposal_advertlist.html
- C.5.2 The payment of any invoice by the Owner shall not prejudice the Owner's right to object to or question any invoice or matter in relation thereto. Such payment by the Owner shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the amounts invoiced therein.

C.6 Invoice Reductions

- C.6.1 The Consultant's invoices for services shall be subject to reduction for amounts included in any invoice or payment theretofore made which are deemed by the Owner not to be justifiable costs, and on the basis of audits where applicable, conducted in accordance with the terms of this MC, not to constitute proper remuneration for the services performed.

C.7 Deductions

- C.7.1 The Owner reserves the right to deduct from amounts which are or shall become due and payable to the Consultant under this or any contract between the Consultant and the Owner any amounts which are or shall become due and payable to the Owner by the Consultant.

D. STANDARD TERMS AND CONDITIONS:

D.1 Required Approvals

- D.1.1 Neither party is bound by this MC until it is approved by the Owner in accordance with applicable Tennessee State laws and regulations. This MC shall not be considered awarded prior to the Consultant's receipt of a fully signed Contract.

D.2 Insurance

- D.2.1 The Consultant shall furnish to the Owner a Certificate of Insurance, in a form acceptable to the Owner, providing evidence of policies in no less than the following minimum limits and coverages. The Certificate of Insurance shall show

the name of the insured, producer, carrier(s), coverages, the Owner as certificate holder, and a stipulation of notice within 10 days in the event of change or renewal.

Commercial General Liability	
Each Occurrence	\$1,000,000
Aggregate	\$1,000,000
Commercial Automobile Liability	
Any Auto – Each Accident, Combined Single Limit	\$1,000,000
Workers’ Compensation as required by statute, including employers’ liability with limits of:	
Each Accident	\$100,000
Disease, each employee	\$100,000
Disease, policy limits	\$500,000
Professional Liability Insurance	
Each Claim	\$1,000,000
Annual Aggregate	\$1,000,000

D.2.2 The Consultant shall maintain such insurance for the duration of the Contract Term.

D.3 Modification and Amendment

D.3.1 This MC may be modified only by a written amendment executed by all parties hereto and approved by the Owner in accordance with applicable Tennessee State laws and regulations.

D.4 Termination

D.4.1 The Owner may terminate this MC at any time upon 30 days notice in writing from the Owner to the Consultant specifying the effective date of termination. In that event, all finished or unfinished documents and other materials shall, at the option of the Owner, become its property. If this MC is terminated by the Owner as provided herein, the Consultant shall be entitled to receive equitable compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the Owner be liable to the Consultant for compensation for any service which has not been rendered. At the option of the Owner, all finished or unfinished documents, data, studies, surveys, analyses, estimates, models, and reports prepared by the Consultant shall become Owner's property. Upon such termination, the Consultant shall have no right to actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount on account of services. Notwithstanding the above, the Consultant shall not be relieved of liability to the Owner for damages sustained by the Owner by virtue of any breach of this MC by the Consultant, and the Owner may withhold any reasonable payments to the Consultant for the purpose of setoff until such time as the exact amount of damages due the Owner from the Consultant is determined.

D.5 Subcontracting

D.5.1 The Consultant shall not assign this MC without obtaining the prior written

approval of the Owner. Subcontracts to this MC shall contain, at a minimum, Sections D.7, D.8, and D.9 of this MC.

D.6 Conflicts of Interest

D.6.1 The Consultant warrants that no part of the total amount paid to the Consultant shall be paid directly or indirectly to an employee or official of the Owner as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or subconsultant to the Consultant in connection with any work contemplated or performed relative to this MC.

D.7 Nondiscrimination

D.7.1 No person on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by federal and Tennessee State constitutional or statutory law shall be excluded from participation in, or be denied the benefits of, or be otherwise subjected to discrimination in the performance of this Contract or employment practices of the Consultant or subcontractors.

D.7.2 The Consultant and its subcontractors shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to disability, age race, color, religion, sex, or national origin including but not limited to practices in recruitment, recruitment advertising, employment, selection for training or apprenticeship, rates of pay or other forms of compensation, upgrading, demotion, transfer, layoff, or termination.

D.7.3 The Consultant shall post in conspicuous places, available to employees and applicants for employment, notices setting forth these policies.

D.8 Prohibition of Illegal Immigrants

D.8.1 The requirements of Public Acts of 2006, Chapter Number 878, of the State of Tennessee, 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 MC, a breach of which shall be grounds for monetary and other penalties, including termination of this MC.

D.8.2 The Consultant by entering into this contract attests, certifies, warrants, and assures that the Consultant shall not knowingly utilize the services of an illegal immigrant in the performance of this MC and shall not knowingly utilize the services of any subcontractor or consultant who will utilize the services of any illegal immigrant in the performance of this MC. The Consultant shall reaffirm this attestation, in writing, by submitting to the Owner with each invoice a completed and signed copy of the standard form provided by the Owner entitled "Attestation: Personnel Used in Contract Performance". Such attestations shall be maintained by the Consultant and made available to State officials upon request.

D.8.3 Prior to the use of any Subcontractor in the performance of the MC, and semi-annually thereafter, during the period of this MC, the Consultant shall obtain and retain a current written attestation that the Subcontractor shall not

knowingly utilize the services of an illegal immigrant to perform work relative to this MC and shall not knowingly utilize the services of any Subcontractor who will utilize the services of an illegal immigrant to perform work relative to this MC. Such attestations by Subcontractors shall be maintained by the Consultant and made available to State officials upon request.

- D.8.4 The Consultant shall maintain records for all personnel used in the performance of this MC. Said records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.
- D.8.5 The Consultant understands and agrees that failure to comply with this section will be subject to the sanctions of Public Chapter 878 of 2006 for acts or omissions occurring after its effective date. This law provides for the prohibition of a Consultant from contracting with, or submitting an offer or proposal to contract with the State of Tennessee to supply goods or services for a period of one year after a Consultant is discovered to have knowingly used the services of illegal immigrants during the performance of this MC.
- D.8.6 For purposes of this MC, "illegal immigrant" shall be defined as any person who is not either a United States citizen, a lawful permanent resident, or a person whose physical presence in the United States is authorized or allowed by the Department of Homeland Security and who, under Federal immigration laws and/or regulations, is authorized to be employed in the U.S. or is otherwise authorized to provide services under the MC.

D.9 Records

- D.9.1 The Consultant shall maintain documentation for all charges against the Owner and all costs of delivery of services under this MC. The accounting records, Subcontract agreements, and documents of the Consultant shall be maintained for a period of three full years from the date of final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State or the Comptroller of the Treasury, or their duly appointed representatives. The records shall be maintained in accordance with generally accepted accounting principles.

D.10 Monitoring

- D.10.1 The Consultant's activities conducted and records maintained pursuant to this MC shall be subject to monitoring and evaluation by the Owner, the Comptroller of the Treasury, or their duly appointed representatives.

D.11 Strict Performance

- D.11.1 Failure by the Owner to insist on strict compliance with any provision of this MC by the Consultant will not operate as a waiver of the right to require strict performance by the Consultant of any term, covenant, condition or provision of this MC nor construed as a waiver or relinquishment of any such term, covenant, condition or provision. No term or condition of this MC shall be held to be waived, modified, or deleted except by written amendment to this MC signed by the parties hereto.

D.12 Independent Consultant

D.12.1 The parties hereto, in the performance of this MC, shall not act as employees, partners, joint venturers, 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 MC shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

D.13 Owner Liability

D.13.1 The Owner shall have no liability except as specifically provided in this MC.

D.14 Hold Harmless

D.14.1 The Consultant agrees to indemnify and hold harmless the Owner as well as its officers, agents and employees from and against any and all claims, liabilities, losses, and causes of action which may arise or result from any negligent acts, omissions, bad faith, or willful wrongful misconduct on the part of the Consultant, its employees, or any person acting for or on its or their behalf. The Consultant further agrees to: (a) reimburse the Owner for reasonable attorney fees incurred by the Owner in defending and such suit or claim; (b) give the Owner prompt notice of any such claim or suit; and (c) provide the Owner all reasonable assistance in defending such claim or suit.

D.14.2 The Consultant agrees that it shall be liable for all costs, including reasonable attorney fees incurred by Owner to enforce the terms of this MC against the Consultant or the obligations of the Consultant under this MC.

D.15 State and Federal Compliance

D.15.1 The Consultant shall comply with all applicable State and Federal laws and regulations in the performance of this MC.

D.16 Governing Law

D.16.1 This MC shall be governed by and construed in accordance with the laws of the State of Tennessee. The Consultant agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this MC. The Consultant acknowledges and agrees that any rights or claims against the Owner or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, available under Tennessee Code Annotated, Sections 9-8-101 through 9-8-407.

D.17 Completeness

D.17.1 This MC is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This MC supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.

D.18 Severability

D.18.1 If any terms and conditions of this MC 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 MC are declared severable.

D.19 Headings

D.19.1 Section headings of this MC are for reference purposes only and shall not be construed as part of this MC.

D.20 Iran Divestment Act

D.20.1 Iran Divestment Act. The Consultant certifies, under penalty of perjury, that to the best of its knowledge and belief the Consultant is not on the list created pursuant to Tenn. Code Ann. § 12-12-106. The Consultant further certifies that it shall not utilize any subconsultant that is on the list created pursuant to Tenn. Code Ann. § 12-12-106.

E. SPECIAL TERMS AND CONDITIONS:

E.1 Conflicting Terms and Conditions

E.1.1 Should any of these special terms and conditions conflict with any other terms and conditions of this MC, these special terms and conditions shall control.

E.2 MC Documents and Priority

E.2.1 The MC documents listed below form the contract and constitute the entire contract between the Owner and the Consultant and are as fully part of the MC as if attached to this Agreement or repeated herein. Should any conflict arise within any of the requirements of these MC documents, the documents shall be interpreted in priority in the order shown.

1. Addenda or amendments to the documents referenced below with priority for addenda or amendments the same as the document priority.
2. This MC.
3. MC Attachment 1.A.
4. The RFQ.
5. The Consultant's Qualifications Statement for services in response to the RFQ.

E.3 Rights to Ideas and Technical Approach

E.3.1 The Owner shall own all ideas, technical approaches and Consultant deliverables developed as a part of this MC.

E.4 Consultant Developed Programs

E.4.1 Upon completion or termination of this Contract, application programs and systems and other management systems developed and used by the Consultant solely for the implementation of this MC shall be licensed to the Owner at no fee or otherwise remain with the Owner for use in management of

other capital projects.

E.5 Patents or Copyrights

E.5.1 The Consultant shall indemnify and hold the Owner harmless of all claims or suits which may be brought against the Owner for infringement of any laws regarding patents or copyrights which may arise from the performance of the Consultant under the MC. In any such action brought against the Owner, the Consultant shall satisfy and indemnify the Owner for the amount of any final judgment against the Owner, or settlement entered into in good faith by the Owner for infringement.

E.6 Subject to Funds Availability

E.6.1 The MC is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the Owner reserves the right to terminate the MC upon written notice to the Consultant. Said termination shall not be deemed a breach of Contract by the Owner. Upon receipt of the written notice, the Consultant shall cease all work associated with this MC. Should such an event occur, the Consultant shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Consultant shall have no right to recover from the Owner any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

E.7 Communications and Contacts

E.7.1 All instructions, notices, consents, demands, or other communications addressing decisions, commitments, or actions required or contemplated by this MC shall be in writing and shall be made by email, by overnight courier service, or by first class mail, postage prepaid, addressed to the respective party at the appropriate email address or postal address as set forth below or to such other party, email address, or postal address as may be hereafter specified by written notice.

The Owner:

Adam Foster
UT Real Property and Space Administration
5723 Middlebrook Pike
Knoxville, TN 37996
Afoste17@tennessee.edu

The Consultant:

<<Name of individual authorized to obligate Consultant>>
<<Firm name>>
<<Address line 1>>
<<Address line 2>>
<<Email address>>

E.7.2 All such communications shall be considered effectively given as of the day of

delivery; as of the date specified for overnight courier service delivery; as of three business days after the date of mailing; or on the day the email is acknowledged by return email. Any such communication by email shall also be sent by United States mail on the same date of the email.

In witness of their acceptance of the terms of this agreement, the parties have had this Contract executed by their duly authorized representatives.

Consultant:

_____ Signature	_____ Name	_____ Date
_____ Title	_____ Telephone Number	_____ Federal Tax ID Number

The University:

_____ Michelle L. Crowder Interim Executive Director of Capital Projects	_____ Date
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Approved as to Form and Legality:

_____ C. Ryan Stinnett Associate General Counsel	_____ Date
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The State:

_____ Ann McGauran State Architect	_____ Date
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Campus Master Plan Update
UT Health Science Center
SBC No. 540/013-01-2018

_____ Project Name	_____ Responsible Account
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END OF PRO FORMA MASTER CONTRACT

MASTER CONTRACT (MC) RFQ ATTACHMENT 1.A

Scope of Consultant Services

University of Tennessee Health Science Center

Campus Master Plan Update

SBC No. 540/013-01-2018

UT HEALTH SCIENCE CENTER BACKGROUND INFORMATION

The University of Tennessee Health Science Center is the flagship statewide academic health system offering two undergraduate programs, more than 20 graduate degrees, and seven professional programs. The UTHSC campuses include colleges of Allied Health Sciences, Dentistry, Graduate Health Sciences, Medicine, Nursing and Pharmacy. In 1911, the University of Tennessee first launched its Memphis campus, dedicating it solely to health science education and research. Seed programs in medicine, dentistry and pharmacy quickly flourished, and within a few short years, new programs were initiated in allied health sciences, graduate health sciences, and nursing. Each of those programs grew to become a college in its own right. In 1963, the UT Graduate School of Medicine in Knoxville became part of the UT Health Science Center, and in 1974, the UT College of Medicine, Chattanooga, joined the UTHSC system. The UTHSC campuses also include a Nashville location with classes offered by the College of Pharmacy and medical student resident training.

Accredited by the Southern Association of Colleges and Schools, UTHSC has more than 50 endowed professorships, including 21 Chairs of Excellence, the Memphis campus is home to three Centers of Excellence in neuroscience, molecular resources, and pharmacokinetics and therapeutics. UTHSC colleges are led by professionals with a solid commitment to the mission: to improve human health through education, research, clinical care and public service. UTHSC is dedicated to delivering groundbreaking discoveries that improve the lives of those in our immediate area, as well as those in our state, region and global community.

The UTHSC Strategic Plan guides and shapes the direction of the University in education, research, service, and clinical care. The mission of the University is the foundation upon which the vision and core values find meaning. “The mission of the University of Tennessee Health Science Center is to bring the benefits of the health sciences to the achievement and maintenance of human health, with a focus on the citizens of Tennessee and the region, by pursuing an integrated program of education, research, clinical care, and public service.” The vision of the University is to “serve as the premier State resource in bringing to bear the health sciences in the promotion and maintenance of a health society.” The core values – producing caring, competent, and ethical patient-focused healthcare professionals; contributing to the discovery and development of concepts, procedures, and products in disease detection, treatment,

and prevention; delivering comprehensive health care services; and serving as a resource to other health care organizations-enable the University to fulfill its mission.

UTHSC goal is to transform the Memphis campus into a state-of-the art Health Science Center, but this must be weighed against the impacts on buildings, infrastructure, greenspace, classrooms, medical practice facilities, administrative office spaces and other student, faculty, staff, patient, and visitor needs such as parking, healthcare, and food services. In addition, UTHSC has campuses in Chattanooga and Nashville, Tennessee and is looking to expand its presence in those areas. It is in this context that the University is launching an initiative to develop a Campus Master Plan that includes the Memphis, Nashville, and Chattanooga campuses.

I. CAMPUS MASTER PLAN UPDATE SCOPE OF SERVICES

UTHSC is requesting a proposal for a Master Plan with a 20-year planning horizon. The required scope of consultant services for the Master Plan Update includes, but is not limited to, the following (where appropriate for each campus):

- A) Develop Campus Master Plan components: Update the current Master Plan to will guide the future development and use of the Campuses. The plan will primarily consist of the following:
- 1) Develop Master Plan goals and objectives through group planning sessions with involvement from external stakeholders. Provide a summary of pertinent history, basic and distinctive objectives and other attributes that make the institution unique. The consultant will work with the University to identify key project stakeholders within the University and greater community. The consultant will plan and conduct stakeholder meetings, present issues and obtain stakeholder input at major points throughout the planning process.
 - 2) Review and summary of UTHSC Strategic Plan, Vision, and Mission as related to development goals, including the following as pertinent to the Master Plan:
 - a) (Facilities that support) Educational/Healthcare/research initiatives (inventory of existing space and needs based on FTE's, course schedules and peer benchmarking). Generate and compare alternatives to meet future space needs including new buildings, replacement buildings, additions and repurposing of space.
 - b) Physical access to all aspects of the campuses
 - c) Technology (infrastructure) to support instruction, learning, scholarship, service
 - d) Leadership as an environmentally sustainable institution
 - e) Connections to the cities of Memphis, Nashville, and Chattanooga.
 - f) A safe and appealing campus landscape
 - g) Library, fiscal, and other resources to support research and creative/scholarship

h) (Facilities that support) Strong programs

- 3) **Security:** Identify unmet basic security and safety needs primarily focuses on site security and campus access and control to buildings, public areas, etc.
- 4) Include on-campus FTE and total FTE enrollment for the last 10 years for each campus. Working with campus administration, develop enrollment projections and compare to prior master plans, where applicable. Five to ten-year projections should be considered for development of space needs and the annual capital budget. (See Item 11 also)
- 5) Evaluation of the 2015 Campus Master Plan (Memphis Campus) as to progress made and current validity of conclusions presented in that document.
- 6) **Greenspace:** Adequate greenspaces and gathering spaces should be available for the entire campus community use for both formal and informal programming. Evaluate the current condition, practices, and opportunities for improvement including landscape, hardscape, and public art.
- 7) **Land Use and Acquisition Plan:** Perform an evaluation of existing land use to include owned, leased, and land use agreements. Identify land use or land acquisition goals and develop conceptual strategies or alternative uses. Include an assessment of existing site conditions including vegetation, terrain, drainage, public infrastructure, current land use, open space, development constraints, and other conditions potentially affecting future site development and intended uses.
- 8) **Circulation and Transportation Evaluation:** Review the UTHSC parking and transportation system, space, and resources. Evaluate and provide future direction for parking inventory and improvement. Review and make recommendations for improving campus circulation to include accessibility issues. The Campus Master Plan should strengthen connections to the downtown and the surrounding neighborhoods, and provide a prescriptive bicycle and pedestrian circulation plan to support health and green initiatives. Make recommendations for implementation of a “Wayfinding Master Plan.”
- 9) **Campus Infrastructure Assessment:** Perform a complete assessment of existing campus infrastructure systems (electrical, heating/cooling generation & distribution, storm water, sanitary sewer, IT voice and data) as to the opportunities, constraints and/or limitations for future development. Maps and capacity data will be provided by the University or can be obtained from the City/County public works officials. Make recommendations for infrastructure capital improvements and/or expansion required for future development plans.
- 10) **Renewal, Reprogramming, and Asset Maintenance Plan:** Review, evaluate and provide direction that focuses on balancing new facilities with reprogramming space, renovating, and sustaining existing facilities and assets that support growth. Make recommendations on need and potential location(s) for any proposed new facilities or major renovation needs.
- 11) **Space Needs, Utilization and Affinity Program Alignment:** Update recommendations based on analysis of space use and assignment data

provided by the University. Identify surplus/deficit of space by space type/use based on camp and conference center needs.

- B) Address and Integrate Relevant Issues: The master plan must address methods, techniques, and strategies to achieve a variety of planning principles and issues including energy efficiency, safety, sustainability, access, parking, circulation and transportation, and historic preservation. The role of the UTHSC campuses within the larger community also must be addressed by the plan.
- C) Develop Master Plan Update Recommendations: Recommendations are to be provided in graphic and narrative form to describe concepts for campus components in sufficient clarity and detail to provide clear direction for future decision-making. Development of alternative concepts may be necessary to achieve consensus with the University on an acceptable Master Plan. An Executive Summary that can be distributed separate from the full Master Plan document should be prepared. Electronic versions of all documents are to be provided. Compile a list of all recommended projects, including the total cost of each project. With input from the Campus Administration, include funding sources, a general priority and implementation timeline. The scope of projects should consider enrollment growth, facility renewal, improvements, infrastructure, environmental impact, life safety, transportation, preservation, energy impact and operating costs.
- D) Produce Master Plan Graphics and Maps: The following graphics and maps will be required to support the master plan document:
 - 1) Professionally rendered perspectives as necessary to detail the Master Plan objectives. At least one of these will be an aerial perspective of the campus.
 - 2) Maps of existing conditions, development constraints, opportunities, and visions for the future.
 - 3) Other maps and graphics may be required as a result of the public participation process.
- E) Conduct Initial Information Gathering and Review:
 - 1) At the beginning of the project, the consultant will be responsible for confirming project goals and objectives, developing a project schedule, and establishing dates for meeting with UT System and UTHSC staff and stakeholders. Meetings, workshops, and presentations with staff and stakeholders will be carried out by the consultant to verify and gather information, discuss issues and ideas, and receive comment. The consultant also will collect and review applicable background information including land use studies, previous reports, and mapping of adjacent development and infrastructure improvements.
 - 2) At project initiation, UTHSC Facilities Planning & Management (FPM) will provide the consultant with existing electronic maps and aerial photos of the campus. They will provide access to all AutoCAD and GIS files known to exist. FPM staff will provide access to previous master plans, reports, and studies that are in UTHSC files. The Consultant will work with FPM staff on the acceptable electronic and hardcopy formats for final products. The offices of Planning, Evaluation, & Institutional Research and University Planning will provide

additional institutional data and strategic planning information. See the listing of available data later in this document.

- F) Conduct Review and Approval Meetings with, but not limited to The University of Tennessee Board of Trustees, the Tennessee Higher Education Commission, the State Building Commission and their staffs.
- G) The final Master Plan report will include estimated construction cost information for all infrastructure, roads, site improvements, proposed renovations, and new construction. The consultant will also develop a phasing priority plan with the University which will identify the order of future capital projects and donor opportunities.
- H) Website - Provide interim and final documents, drawings, and plans for posting on the University website.
- I) Achieve Anticipated Milestones and Activities in Project Execution:
 - 1) Data collection, on-site review by consultants and subconsultants.
 - 2) Kick-off meeting with Planning Committee
 - 3) Periodic Planning Committee meetings
 - 4) Stakeholder meeting(s)/planning charrette(s)
 - 5) Writing, review, editing all aspects of report
 - 6) Final Master Plan Report and Presentation

II. UTHSC CAMPUS MASTER PLAN UPDATE TARGET SCHEDULE

The scope of services is targeted for completion within twelve months of contract execution.

III. AVAILABLE DATA

The following data is available on the RFP Web page _____ or by contacting UTHSC Facilities Planning & Management. Some data is available only by viewing it on the UTHSC campus. Please reference the website for instructions on scheduling appointments to view data on campus. The 2015 Campus Master Plan can be found at <https://uthsc.edu/campus-master-plan/index.php>.

- A) UTHSC 2011-2012 Fact Sheet
- B) SACS Accreditation Documents
- C) UTHSC Strategic Plan 2009
- D) UTHSC Catalog
- E) Campus Master Plan 2015
- F) Campus Map
- G) Building Inventory (2016-2016 Schedule D)
- H) THEC Space Guidelines (2011)
- I) Campus Building Summary
- J) 2009-10 Facilities Assessment Report Card
- K) 2017-18 Capital Submittal
- L) Public Safety Crime Statistics
- M) Campus Parking Inventory and Allocation
- N) Campus Infrastructure Maps: Electrical, Chilled Water, High Temperature Hot Water
- O) Campus ADA Survey
- P) Building Floor Plans (2013)
- Q) IT Assessment (2010)

END OF SCOPE OF CONSULTANT SERVICES

RFQ ATTACHMENT 2

RFQ for Consultant Services:

University of Tennessee Health Science Center

Campus Master Plan Update

SBC No. 540/013-01-2018

CERTIFICATION

RESPONDENT LEGAL ENTITY NAME:

RESPONDENT FEDERAL EMPLOYER IDENTIFICATION NUMBER:

In regard to the project identified in the header above the Respondent does hereby affirm and expressly declare confirmation, certification, and assurance of the following:

1. This proposal constitutes (a) a commitment to provide all services as defined in the RFQ Pro Forma Master Contract (MC) and attached Scope of Services for the total contract period and (b) confirmation that the Respondent shall comply with all of the provisions in this Request for Qualifications and shall accept all terms and conditions set out in the MC.
2. The information detailed in the qualifications submitted herewith in response to the subject RFQ is accurate.
3. The qualifications submitted herewith in response to the subject RFQ shall remain valid for at least 60 days subsequent to the date of the cost negotiation and thereafter in accordance with any contract pursuant to the RFQ.
4. As applicable to this proposed MC, the Respondent shall comply with:
 - a) the laws of the State of Tennessee
 - b) Title VI of the federal Civil Rights Act of 1964
 - c) Title IX of the federal Education Amendments Act of 1972
 - d) the Equal Employment Opportunity Act and the regulations issued there under by the federal government
 - e) the Americans with Disabilities Act of 1990 and the regulations issued there under by the federal government
 - f) the condition that the submitted proposal was independently arrived at, without collusion, under penalty of perjury; and,
 - g) the condition that 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 Procurement under this RFQ.
5. The Respondent shall provide proof of insurance in accordance with the requirements of the RFQ.
6. The Respondent’s signatory below is an individual empowered to contractually bind the Respondent
7. The Respondent acknowledges receipt of Addendum:

Addendum number and date: Addendum number and date:

Signatory Name and Title:

University of Tennessee Health Science Center
Campus Master Plan Update
SBC NO

RFQ Attachment 2, Page 1 of 1

END OF CERTIFICATION

RFQ ATTACHMENT 3

RFQ for Consultant Services:

University of Tennessee Health Science Center
Campus Master Plan Update
SBC No

QUALIFICATIONS STATEMENT

SECTION A: MANDATORY REQUIREMENTS

Proposal Page Number By Respondent	MANDATORY REQUIREMENTS	Evaluation By Owner
	A.1 Provide an overview of your firm including (a) your firm's form of business (i.e., individual, sole proprietor, corporation, non-profit corporation, partnership, limited liability company), (b) your firm's primary place of business, and (c) the number of professional staff in your firm.	(Pass or Fail)
	A.2 Provide a statement of whether there have been any mergers, acquisitions, or sales of your firm within the last five years, and if so, an explanation providing relevant details.	(Pass or Fail)
	A.3 Provide a statement of whether there is any pending litigation against your firm; and if such litigation exists, an attached opinion of counsel as to whether the pending litigation will impair your firm's performance in a contract under this RFQ.	(Pass or Fail)
	A.4 Provide a statement of whether, in the last ten years, your firm 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, and if so, an explanation providing relevant details.	(Pass or Fail)
	A.5 Identify your firm's contact person for the Owner regarding the proposal with mailing address, telephone number, and e-mail address.	(Pass or Fail)
	A.6 Provide a statement of whether the Designer, its consultants or any individual who shall perform work under this contract has a possible conflict of interest (e.g., employment by the State of Tennessee) and, if so, the nature of that conflict.	(Pass or Fail)

RESPONDENT NAME:

SECTION B: QUALIFICATIONS AND EXPERIENCE

Proposal Page Number By Respondent	QUALIFICATIONS AND EXPERIENCE	Evaluation By Owner
	B.1 Provide a brief description of your firm’s history, general experience, and capabilities . Include your firm’s primary place of business, number of professional staff, and a listing of your staff’s conference presentations and published journal articles that are relevant to the project scope. Outline experience related to higher education and medical schools and complementary experience in healthcare, retail, housing and related workspaces.	_____ / 8
	B.2 Provide a listing of recently completed master plans that have been developed by your firm which are similar or have aspects related to the UTHSC Campus Master Plan Update scope of services. Include description, photographs, location, and client name. Identify the firm’s role (e.g., prime consultant, subconsultant) on the project. Provide three client references for similar projects including the person’s name and title, organization, address, phone number, email address, and project(s) completed under this person’s direction.	_____ / 10
	B.3 Provide the following work examples: (a) four hard copies each of three Comprehensive Master Plans undertaken by your firm for institutions comparable to the UTHSC Campus Master Plan Update and listed in the proposal to B.2. (b) Owner will utilize such information only for purposes of evaluation and will not reproduce or redistribute such in any manner. If proprietary agreements limit submission of a work example, then the Respondent shall provide (1) the portions that are “public domain” or are not so limited and/or (2) supplementary written description of the work example so as to provide a proxy for the portions of the work example that are relevant to the Owner’s project.”	_____ / 10
	B.4 Provide a list of current projects on which the Respondent’s firm is presently committed, the time frame for each, the start and completion dates, and what services are being provided.	_____ / 4
	B.5 Provide brief (one page or less) resumes of each key staff and Subconsultant staff who will be assigned to this project. Include background information demonstrating the individual’s capabilities and qualifications to perform assigned tasks. Identify related experience, professional registration, and years of experience. Identify lead planner/principal in charge.	_____ / 5
	B.6 Describe your firm’s experience using Revit BIM Platform for Campus Planning. Identify qualifications related to LEED and Net Zero Master Plans (in terms of efficiency and energy use).	_____ / 8
	Section B Qualifications & Experience (Maximum = 45)	

SECTION C: TECHNICAL APPROACH RESPONDENT NAME:

Proposal Page Number By Respondent	TECHNICAL APPROACH	Evaluation By Owner
	C.1 Provide a narrative outlining the methodology, approach, and philosophy your firm will utilize to accomplish the scope of work.	____ / 10
	C.2 Support the response to C.1 above by providing the following: (a) a list of tasks, deliverables, and milestone activities demonstrating the firm's approach to UTHSC master plan development. (b) a project timeline with supporting information for each phase or major component of the scope of services and including durations and target completion dates for each. (c) an organizational description or chart illustrating roles and reporting relationships of project staff including any Subcontractor staff.	____ / 15
	C.3 Describe your firm's diversity participation as follows: (a) A listing of the Respondent's current contracts with such enterprises. (b) An estimate of the level of participation by such enterprises in a contract awarded to the Respondent pursuant to this RFQ. (c) The percent of the Respondent's current employees listed by gender, noting ethnicity and disability.	____ / 5
	C.4 Oral Presentation and /or Clarification of Qualification Statements: (a) A Respondent may be asked to give an oral presentation or live technical demonstration (in person or via acceptable communication method) to the evaluation committee concerning its proposal. The evaluation committee may also require the Respondent to submit written responses to questions regarding its proposal. (b) It is within the evaluation committee's discretion whether to require a Respondent to give an oral presentation or live technical demonstration. This action should not be taken to imply acceptance or rejection of a proposal. The UT Office of Real Property, Adam Foster is the sole point of contact regarding any request for an oral presentation or written clarification.	____ / 25
	Section C Technical Approach (Maximum = 55 points)	

END OF QUALIFICATIONS STATEMENT