



## **Request for Qualified Suppliers (“RFQ-S”)**

**Title: Healthcare Simulation Products & Services**

**Solicitation #: 1601**

**Issue date: August 6, 2018**

**Due date: August 27, 2018**

**Note: this document is a revised version of the original RFQ-S document. It contains the revisions specified in Addendum #2 to this bid. Those revisions are marked in red text throughout this document.**

## Section 1: Introduction and Basic Information

1. **Purpose and Scope:** The University of Tennessee’s UT System Administration Office of Procurement Services seeks suppliers in healthcare simulation to:

*a. Contract to provide equipment, supplies, and services related to healthcare simulation to the University; and,*

*b. Extend those contracts to other universities, educational institutions (including high schools), and government agencies on a cooperative basis.*

2. **Communications:**

The following University office is managing this solicitation:

The University of Tennessee  
Office of Procurement Services  
5723 Middlebrook Pike  
Knoxville, TN 37921

Regarding the subject matter of this solicitation, respondents may only communicate with staff members of the University’s Office of Procurement Services. The primary contact person for this solicitation is listed below:

Name: Ryan Holliday  
Title: Strategic Procurement Manager  
Email: [ryanholliday@tennessee.edu](mailto:ryanholliday@tennessee.edu)

If a respondent contacts anyone except the University’s staff members listed above, the University may disqualify the respondent.

3. **Term:**

a. The initial term of contracts resulting from this solicitation will be October 1, 2018 to September 30, 2023.

b. The University and winning respondents may renew for up to 5 additional years, upon mutual agreement.

4. **Number of Awards:** The University intends to award this solicitation to multiple respondents unless the University deems it to be in its best interest to award to fewer respondents. The University retains sole discretion over this decision.

5. **Extension of the Award:** *The University intends to extend the awarded contracts from*

this solicitation to all other universities, educational institutions (including high schools) and government agencies (“Institutions”) for cooperative use. All specific information regarding cooperative use is included in Exhibit 1.

6. **Non-Exclusive:** Although it is the University’s hope that most departments will procure items from this award, this is not a solicitation for an exclusive agreement and departments will still have the option of procuring items from other suppliers in accordance with our purchasing policies. The University does not guarantee that all purchases for the products and/or services available under resulting contracts will be made exclusively from the winning respondents.
7. **Pre-Proposal Conference:** University will conduct optional pre-proposal conference calls as follows. All times are in Eastern Time.

Date	Time
August 9, 2018	4:00 PM
August 13, 2018	10:00 AM
August 15, 2018	11:00 AM
August 22, 2018	1:00 PM

Call-in information is included in the attached Exhibit 3.

8. **Schedule:** University reserves the right to change these dates. All times are in Eastern Time.

Publication Date	August 3, 2018
Deadline for Questions	August 22, 2018 at 5:00 PM
Bidder Submission Due Date	August 27, 2018 at 5:00 PM
Notice of Intent to Award	September 10, 2018
Open File Period / Protest Period	September 17, 2018
Effective Date of Agreements	October 1, 2018

## Section 2: Instructions and Evaluation Criteria

- A. **Assistance to Respondents with a Disability**: In the event that a respondent has a disability, the University will make reasonable accommodation to allow them to participate, provided that the individual requesting assistance contacts the Solicitation Coordinator no later than 10 days before the response deadline.
- B. **Proposal Submission**: Respondents must submit their proposals via email to the solicitation coordinator listed above. Respondents must enter their responses in this Word document.
- C. **Confidential Information**: Any proprietary or confidential materials contained in the proposal will be subject to the Tennessee Public Records Act, TCA 10-7-503. All responses, inquiries, or correspondence relating to or in reference to this solicitation, and all other documentation submitted by the respondents will become the property of the University when received. All proposal material submitted and evaluation documents will remain confidential, as provided by law, until after the University announces the notice of intent to award to the successful respondent. The University will not agree to provide advance notice of disclosure and placing confidential notices on documents is meaningless. After the notice to award, all materials submitted are open for inspection.
- D. **Proposal Preparation Costs**: The University will not pay any costs in the preparation or submission of a proposal. Respondent is responsible for its preparation costs.
- E. **Withdrawal of Proposals**: A submitted proposal may be withdrawn by sending a written request to the Solicitation Coordinator before the solicitation due date. Proposals may be withdrawn and resubmitted in the same manner, if done prior to the submission deadline. Withdrawals or modifications offered in any other manner will not be considered.
- F. **Acceptance and Rejection of Proposals**: The University may accept or reject any proposal that, in its opinion, is in the best interests of the University. The University may re-solicit proposals, or to continue with the current supplier for these services. The University may also waive minor variances or immaterial defects in a response. The University may also accept any item in the bid, unless otherwise specified by the Respondent.
- G. **Questions**: Up to the deadline for questions, respondents may ask the Office of Procurement Services questions in writing via email to the email address listed above in the "Contact Person" subsection. In the event that a respondent communicates with the Office of Procurement Services verbally, the respondent understands that verbal communication is non-binding, and respondent further acknowledges the only official communication about this solicitation is written communication. Respondent understands that it must not rely on verbal communications with the University.
- H. **Addenda**: The University will make reasonable efforts to ensure that all respondents have

the same material information. Accordingly, if a respondent asks a question that the University considers, in its sole discretion, to be material, the University will issue an addendum to this solicitation. The University will communicate all addenda to all respondents.

I. **Evaluation of Technical Responses:**

The University will use the following scoring criteria:

<b>Evaluation Criteria</b>	<b>Maximum Points Possible</b>
Mandatory requirements	Pass/Fail
General Qualifications and Technical Requirements	1,000

J. **Cost Proposal:** The Office of Procurement Services will evaluate the respondents' respective cost proposals, and may negotiate with one or multiple respondents to ensure a both-win deal for the University and Respondent.

K. **Award:** This solicitation does not commit the University to make an award or to procure or contract for the articles of goods or services described in this solicitation. The University will make an award that the University determines to be in its best interest; this might result in a situation where the University does not award to the respondent offering the lowest cost, or to a respondent other than the highest-scoring respondent. The University reserves the right to negotiate terms and alter the specifications with the with the highest scoring respondents; however, if they are unable to reach mutually agreeable terms and conditions, the University reserves the right to reject the proposal and negotiate terms of an agreement with the next highest scoring respondent. If the agreement with the successful respondent is terminated for any reason prior to the agreement termination date, the university may elect to substitute the next highest scoring respondent, if they are willing to honor the prices in their initial proposal. A Purchasing Department of the University of Tennessee is the only office authorized to award a purchase order for the required services.

L. **Notice of Intent to Award:** After the evaluation process is completed, the University will issue a formal notice of intent to award notifying all respondents of the identity of the winning respondents.

M. **Structure of Award:** University and winning respondents will execute an agreement governing the relationship of Respondent and the University ("Supplier Agreement"), a draft of which is attached as Exhibit 1. This agreement will contain provisions governing the

extension of the Supplier agreement to other Institutions and provisions that are specific to the University.

## Section 3: Technical Response

**Instructions:** Respondents must write and organize their responses in the same order as listed below. The University may deem a response non-responsive the respondent does not comply.

### Part A: Mandatory Requirements

The University will assess each criteria below on a pass/fail basis: **Respondents must pass each criteria to qualify.**

University will only consider bids from eligible Respondents. University's eligibility criteria are below. If Respondent fails to meet these mandatory requirements, University will disqualify Respondent. Respondent must state whether the Respondent meets each mandatory requirement below:

- A. Respondent's Authority: The representative responding on behalf of Respondent must have authority to respond to this solicitation on behalf of Respondent.  
**Answer:**
- B. Required Disclosures: If Respondent is a representative or distributor for a third-party, Respondent must disclose this fact.  
**Answer:**
- C. Debarment: If a potential Respondent is currently debarred or otherwise prohibited from bidding by the U.S. federal government or by any U.S. state government, Respondent may not bid on any of University's solicitations until Respondent is no longer debarred.  
**Answer:**
- D. Conflicts of Interest: Respondent must disclose all conflicts of interest. University will evaluate Respondent's conflicts to determine whether the conflict is allowed.  
**Answer:**
- E. Compliance with Law: Respondent must be legally allowed to operate within the State of Tennessee.  
**Answer:**
- F. Cooperative Procurement: Respondent agrees that it can meet the requirements specified in subsections 1-4 below.
  - 1) Extension of Award: Respondent agrees that if University makes an award to Respondent, Respondent will extend the terms of that award to all other educational institutions (including all high schools and institutions of higher

education, public or private), and to all government agencies (collectively “Institutions”) in the United States.

**Answer:**

- 2) Terms of Cooperative Procurement Agreement: Exhibit 1 contains an initial draft of terms that will govern the extension of the award to all Institutions. Respondent agrees that it will negotiate all additional or revised terms it requires in good faith with University.

**Answer:**

- 3) University/Agency-Specific Terms: Respondent understands that Institutions seeking to participate in the resulting contract may be restricted in the terms to which they can agree, or may be required to include additional terms in their agreements. Respondent agrees that, to the extent any terms are required or prohibited by law governing an Institution or by an Institution’s policies, Respondent will work with that Institution in good faith to address such terms and will include those terms in the Participation Form executed with that Institution. An example of the Participation Form is attached as Schedule 3 to the draft Supplier Agreement in Exhibit 1.

**Answer:**

- 4) Reporting Requirements: If University makes an award to Respondent, Respondent shall provide the following data to the University at least annually: a comprehensive list of all Institutions who have purchased through the Supplier Agreement, the amount spent by each Institution, and at least one contact person at each Institution.<sup>1</sup>

**Answer:**

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<sup>1</sup> Please note that no confidentiality concerns are implicated by this requirement, as Institutions will be required to consent to this disclosure in order to use the contract.



## Part B: General Qualifications

- A. **Respondent Questionnaire:** The information below will help University administer any resulting purchase order. **The information in this questionnaire, sub-section A, is not scored.**
- 1) Provide Respondent's main address, telephone and fax number.
  - 2) Provide Respondent's FEIN (note: if Respondent is an individual, do **not** list any Social Security Numbers).
  - 3) Provide Respondent's main contact for this solicitation, including telephone number and email address.
  - 4) If different than the main contact for this solicitation, provide the contact information for the account representative who will be assigned to University's account, including telephone number and email address.
  - 5) Provide details of all past or pending litigation or claims filed against Respondent that would affect Respondent's performance under an agreement with University.
  - 6) Is Respondent's business currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, please explain the impact both in organizational and directional terms.

## Part C: Technical Requirements

**University will score this sub-section. Do NOT state any actual dollar figures or include any actual costs in this section.** Reserve all cost information for Section 4, Cost Response. All references to "products" or "goods" include both goods and services.

A. **Areas of Business Generally:** Describe at a high level the areas or categories Respondent does business in (for example, high-fidelity simulators, software, professional services, manikins, etc). Respondent should provide an "executive summary" of its product or service lines or categories.

B. **Product Identification:**

- 1) Describe in detail the system by which Respondent categorizes the products it provides.

- 2) Provide an exhaustive list of the categories in which Respondent provides products. If Respondent provides only one category of product/service, state that.
- 3) If Respondent provides products in more than one category, describe whether a product could appear in more than one category at a time, and if so, how Respondent determines into which category a product should fall at the time of a particular transaction.
- 4) Provide a list of Respondent's 25 top-selling products over the last 2 years. If Respondent has fewer than 25 products, provide a list of all products. Specify whether response provided is top 25 items or a comprehensive list. **Do not include prices.**
- 5) List all manufacturers from whom Respondent has purchased in the past year.

**C. Compliance and Relationship Management:**

- 1) Compliance Generally: Describe how Respondent would assist University in ensuring Respondent is compliant with any contract with University.
- 2) Fraud Prevention: Describe how Respondent will screen orders for fraud and ensure orders purportedly from University are actually from University.
- 3) Self-Audit: Describe whether Respondent would be willing to self-audit to ensure compliance with any contract with University. If so, describe Respondent's self-audit procedures. Does Respondent have a dedicated employee team for audit procedures? If so, how many employees? What tasks are performed and how frequently?
- 4) Data: Identify all data potentially useful for compliance monitoring and spend analysis that Respondent currently provides to other customers.
- 5) Invoicing: Provide a pro forma invoice with your bid submission. **Do not include any actual prices or cost information on the pro forma invoice.**

- 6) Signatures: Describe whether Respondent would require University to sign order forms, work orders, etc. If so, provide exemplar copies of each type of document Respondent might require University to sign. **Do not include any actual prices or cost information.**
- 7) Cooperatives: List all cooperatives or group purchasing organizations with which Respondent currently holds a contract (for example, Sourcewell, US Communities, GSA, etc).
  - i. Price Competitiveness: For each cooperative or GPO identified, state whether Respondent will extend pricing equal to or better than the existing cooperative or GPO pricing.

**D. Pricing Structure: Do NOT state any actual dollar figures or include any actual costs in this sub-section.**

- 1) Current Customers: Describe processes Respondent uses with current customers to ensure contract compliance and to assist customers in auditing contract compliance.
- 2) Lists: Describe how many list prices Respondent maintains. Respondent may state it maintains “1” price list only if 100% of Respondent’s customers’ contracts are based on the same price list. Otherwise, Respondent must state the number of price lists.
- 3) List Price: Describe how Respondent determines list price, and whether Respondent sets list price or uses the list price of a manufacturer. Describe how frequently the list price changes.
- 4) Website Pricing: Does Respondent publish prices on its website? If so, will Respondent agree that the published website prices (without regard to any promotional offers or limited-time discounts offered on the website) will be the list prices for any contract with the University? If not, describe how University can, at any time and without the assistance of Respondent, verify the correct list price.
- 5) Pricing Model: Describe in detail the pricing model Respondent uses (firm price, price based on index, firm price with guaranteed or prospective price adjustment, discount off .com pricing, discount off publicly available price list,

discount off MSRP/manufacturer's list, cost plus, time & materials, etc).

- i. If pricing is based on cost-plus, describe in detail how Respondent will provide University access to all of Respondent's costs that would be associated with any contract with University. Please note that University strongly disfavors cost-plus pricing because of the difficulty associated with verifying compliance. Your response to this section should set out, in detail, how University will be able to verify it is receiving contract-compliant pricing despite the cost-plus model.
  - ii. University strongly prefers a price structure of firm prices on a list of specific items, with category discounts to comprehensively cover every other product Respondent sells. Describe your ability to comply with this pricing structure.
  - iii. Describe in detail how you determine pricing for custom/special order items, and how University would be able to verify it is being correctly charged for those items.
  - iv. List all other information relevant to your pricing model.
- 6) Cost Savings: University seeks to enter into agreements with Suppliers who will proactively seek lower pricing and lower overall costs for University. Describe Respondent's cost savings process and commitment to help University lower costs. For example, state whether Respondent will assist University by seeking discounts from manufacturers; how often Respondent will work with University to lower costs on high-volume purchases; etc. Describe all actions Respondent will take to help University achieve the goal of lower costs and lower pricing.
- 7) Hot Lists: Describe the frequency at which University may request new "hot list" or market basket pricing for high-volume/frequent purchases (quarterly, semi-annually, as often as requested, etc). Describe in detail any restrictions you will impose on placing items on the hot list.
- 8) References: Provide a listing of at least 3 of Respondent's customers to which Respondent has provided similar products or services. For each reference, Respondent must provide:
  - i. Company/organization name
  - ii. Point-of-contact name

- iii. Phone number
- iv. Email address
- v. Brief description of the scope of the business relationship
- vi. Current status of business relationship

9) E-Procurement: Describe Respondent's familiarity with and current implementations of e-procurement/electronic purchasing with its customers. For example, does Respondent currently maintain a hosted or punch-out catalog for any of its customers through an e-procurement system (such as ESM, Ariba, SciQuest/Jaggaer, etc).

10) Value-Added: Describe all value-added services available at no extra costs to University, if Respondent receives an award.

**E. Small or Diverse Businesses:**

- 1) Introduction: The State of Tennessee legislature has enacted legislation that created the Governor's Office of Diversity Business Enterprise ("Go-DBE"). See Tennessee Code Annotated (T.C.A.) § 12-3-1101, et. seq. Under state law and regulations, a business that is eligible for certification as a Diversity Business Enterprise ("DBE") may seek certification through Go-DBE. Note that Go-DBE sets recommended spend goals for all State of Tennessee government instrumentalities, including The University of Tennessee. The University may count only two types of spend: (i) spend directly to a certified DBE ("direct spend"); and (ii) spend through a non-DBE when the non-DBE utilizes a DBE to provide the product/service ("flow-through spend").
- 2) More Information: The Go-DBE website, which is currently available at the link immediately below, contains more information.  
<https://www.tn.gov/generalservices/topic/governors-office-of-diversity-business-enterprise-godbe>
- 3) Certified DBEs:
  - i. Certification as a DBE: If University issues an award to a business that is eligible for certification as a DBE, the Supplier must make a reasonable effort to obtain certification as a DBE before University issues the award to the Supplier.

- ii. Flow-Through Spend: Supplier must make a reasonable effort to identify and assist eligible third-party suppliers to obtain certification as a DBE. Describe any existing efforts and specific actions Supplier will take.
- iii. Reporting Flow-Through Spend: If Respondent utilizes third-party suppliers, Respondent must be able to report University's flow-through spend with certified DBEs to University once per month.
- iv. Mentor-Protégé Programs: University strongly encourages Respondents with a physical presence in the State of Tennessee who have more than 1,000 employees (including employees inside and outside of Tennessee) to participate in a mentor-protégé program with chambers of commerce in Tennessee.

## Section 4: Cost Response

**Notice: Respondent must not include cost information in any document except when responding to this section.**

### A. Core List

1. Specified Prices: For each product listed in response to subsection B(4) of Part C, provide the firm price that Respondent will charge.
2. Price Updates: Describe whether Respondent will need to update these firm prices during the term of the contract, and if so, how frequently. **List the specific dates during the year by which Respondent will be able to communicate the price updates for the upcoming period.**
3. Maximum Increase: List the maximum amount by which Respondent will increase firm prices during the term of the agreement. (For example, 0.5% per year).

### B. Catalog-Wide Pricing

1. Category Discounts: For each category listed in response to subsection B(2) of Part C, provide the percentage discount by which Respondent will reduce list price for products in that category.

### C. Other Pricing

1. Complete the Price\_Disclosure\_Form document published with this bid and attach it to your response.
2. Complete the Shipping\_Form document published with this bid and attach it to your response.
3. Describe your pricing for training and travel expenses, if applicable.
4. Describe any additional pricing information regarding your company you have not already listed.

## Section 5: Terms Governing This Solicitation

The following terms govern this solicitation. *If Respondent does not agree to any of the following terms, Respondent must not bid. By submitting a bid response, Respondent agrees to the following terms.*

- A. Generally: In addition to the terms listed above, the terms below govern this solicitation. By responding to this solicitation, Respondent agrees to this section without objections.
- B. Governing Law: The laws of the state of Tennessee, without giving effect to its principles of conflicts of law, govern this solicitation. Any liability of University is governed by the Tennessee Claims Commission Act. The venue for any claim against University is the Tennessee Claims Commission.
- C. Questions: Up to the deadline for questions, Respondent may ask the Solicitation Coordinator questions in writing via email. In the event that Respondent communicates with the Office of Procurement Services verbally, Respondent acknowledges all verbal communication is informal and does not bind University; the only official communication about this solicitation will be via written communication. Respondent understands it must not, and will not, rely on verbal communications with University.
- D. Presentations: In the event University hosts presentations as part of its technical evaluation process, University may invite only some of the Respondents for a presentation. University will make such a determination based on technical scores before the presentations.
- E. Withdrawal: Respondent may withdrawal their proposal at any time before the submission deadline. Respondent may submit a revised or new proposal at any time before the submission deadline.
- F. Addenda: University will make reasonable efforts to ensure all Respondents have the same material information. Accordingly, if a Respondent asks a question University considers, in its sole discretion, to be material, University will issue an addendum to this solicitation. University will communicate all addenda to all Respondents.
- G. Evaluation Process: University will use the evaluation process to award a contract based on the best value to University: the best overall combination of technical and costs. Respondent understands its response to this solicitation will be evaluated by a scoring committee. Respondent acknowledges the scoring committee will subjectively evaluate Respondent's technical proposal.
- H. No Required Quantities or Spend; Non-Exclusive:
  - 1) No Required Quantities or Spend: Respondent acknowledges any agreement that results from this solicitation will not obligate University to purchase any specific amount of goods or services from Respondent, nor will University be obligated to spend a minimum amount of money with Respondent.
  - 2) Non-Exclusive: Respondent acknowledges any agreement that results from this solicitation will not be an exclusive agreement under which University must procure goods or services only from Respondent. Respondent acknowledges University may purchase any goods or services, including the same or substantially similar goods or services, from sources other than Respondent.
- I. Confidentiality:



- 1) Introduction: Tennessee law limits University's ability to withhold records from disclosure. Respondent must assume all documentation, including pricing, submitted to University will be subject to disclosure. University hereby notifies all Respondents and potential respondents that placing confidentiality notices on documents submitted to University does not make the documents confidential under Tennessee law. University will ignore such notices. Moreover, University will not agree to provide advanced notice of disclosure.
  - 2) Prohibition Against Non-Disclosure Agreements: University will not sign non-disclosure agreements related to Respondent's response to this solicitation.
  - 3) Open File Period: After University issues an intent-to-award notice, Tennessee law deems all materials submitted by Respondents open for inspection by any Respondent for 7 calendar days.
  - 4) Public Records Act: If University issues a final award, all documents, including the final contract, are subject to disclosure to any Tennessee citizen.
- J. Response Preparation Costs: University will not pay any costs Respondent incurs associated with the preparation, submittal, or presentation of a response. By responding, each Respondent waives any claim against University for costs Respondent incurs as a result of responding to this solicitation.
- K. Amendment; Cancellation:
- 1) University's Right to Amend: University may amend this solicitation at any time before the response deadline. If University amends this solicitation, University will issue a written addendum.
  - 2) University's Right to Cancel: University may cancel this solicitation at any time. University will have no liability to Respondent in the event of a bid cancellation.
- L. Unrestricted Right to Reject: University may reject any response for any reason.
- M. Immaterial Defects: University may waive minor variances from full compliance with this solicitation. If University waives immaterial defects in a response, such waiver does not modify this solicitation's requirements.
- N. Negotiation: University may negotiate with the top-scoring Respondents in the best interest of University.
- O. Respondent's Right to Withdraw its Response:
- 1) Withdrawal: Respondent may withdraw their response at any time before the deadline for responses. To withdraw a response, Respondent must submit a written request signed by a representative authorized to legally bind Respondent. Respondent must send withdrawal requests to the Purchasing contact listed above.
  - 2) Resubmit: Respondent may resubmit a response at any time before the deadline for responses.
- P. Late Responses: University will not accept responses after the deadline listed in the Administrative Information section.
- Q. University's Discretion:
- 1) Generally: All decisions regarding this solicitation, including the award, are within University's sole discretion. University may, for example, award to a Respondent other than the highest-scoring respondent. Further, University may, for example, award to a Respondent who does not offer the lowest overall costs. For clarity, as used in this solicitation, the word "may" means "sole discretion."
  - 2) Examples: Without limiting University's unrestricted discretion, University may:

- i. Reject any responses to this solicitation for any reason.
- ii. Seek new proposals at any time before the response deadline.
- iii. Seek clarification of additional information from any individual Respondent.
- iv. Modify the selection criteria.
- v. Modify the time schedule.
- vi. Conduct negotiations:
  - 1. University may negotiate with all qualified Respondents.
  - 2. University may negotiate with only a single Respondent.
  - 3. University may elect to conduct multiple negotiation rounds, and University may structure the negotiations in University's sole discretion.
  - 4. If University determines costs and contract finalization discussions and negotiations are not productive, University reserves the right to bypass the apparent best evaluated Respondent and enter into contract negotiations with the next apparent best evaluated Respondent.

R. Dispute Resolution: In the event Respondent disputes anything related to this solicitation, Respondent must first follow University's protest procedures. If Respondent is not satisfied with University's resolution of Respondent's protest, and if requested by University's Chief Financial Officer, Respondent shall enter into mediation with University before Respondent pursues any formal legal action. The parties shall make reasonable efforts to resolve any dispute before filing any formal legal action.

S. Waiver of Claims:

1) Irrevocable Waiver: By responding to this solicitation, Respondent hereby irrevocably waives any claims against University's trustees, officers, and employees, or former employees. Respondent hereby covenants not to sue University employees in their individual capacity. This release and waiver applies to Respondent and Respondent's successors, heirs, and assigns.

2) Materiality: University and Respondent state that this clause is material to this solicitation.

T. Sovereign Immunity: Respondent acknowledges that University and its employees have sovereign immunity under Tennessee law.

U. University Policies:

1) Non-Solicitation: Respondent shall comply with University's "Vending and Solicitations on the University Campus" policy: [http://policy.tennessee.edu/fiscal\\_policy/fi0325/](http://policy.tennessee.edu/fiscal_policy/fi0325/)

2) Gift Acceptance: Respondent shall comply with University's "Employee Gift Acceptance Policy": [http://policy.tennessee.edu/fiscal\\_policy/fi0717/](http://policy.tennessee.edu/fiscal_policy/fi0717/)

V. Severability: University and Respondent intend as follows:

- 1) That if any provision of this solicitation is held to be unenforceable, then that provision will be modified to the minimum extent necessary to make it enforceable, unless that modification is not permitted by law, in which case that provision will be disregarded;
- 2) That if an unenforceable provision is modified or disregarded in accordance with this section, then the rest of the solicitation will remain in effect as written; and
- 3) That any unenforceable provision will remain as written in any circumstances other than those in which the provision is held to be unenforceable.

W. Compliance with Law: Respondent shall comply with applicable law.

## Exhibits

### Exhibit 1: Supplier Agreement

- i. Supplier Agreement
- ii. Schedule 1: Scope of Work
- iii. Schedule 2: Pricing
- iv. Schedule 3: Participation Form
- v. Schedule 4: Supplier Relationship Management
- vi. Schedule 5: Data Reporting
- vii. Schedule 6: Insurance
- viii. Schedule 7: Cooperative Use
- ix. Schedule 8: E-Procurement

### Exhibit 2: Insurance Requirements

### Exhibit 3: Call-In Information

## **Exhibit 1: Supplier Agreement**

This Exhibit 1 contains a draft supplier agreement. The University will enter into negotiations with respondents that win an award through the solicitation process. The University provides this draft to help expedite the negotiation process. Please note that this draft is subject to change at University's discretion, and the draft is for review purposes only.

*(please refer to separate Supplier\_Agreement.docx file)*

## Exhibit 2: Insurance

Respondent must carry, at a minimum, the following insurance:

### Workers Compensation (WC)

Employers' Liability Each Accident \$ 100,000

Employers' Liability Disease – each employee \$100,000

Employers' Liability Disease – policy limit \$500,000

### Commercial General Liability (CGL)

Each Occurrence Limit \$1,000,000

Damage to Rented Premises – Ea. Occ. \$300,000

Medical Expense – any one person \$10,000

Personal & Advertising Injury Limit \$1,000,000

General Aggregate Limit \$2,000,000

Products/Completed Ops. Aggregate Limit \$2,000,000

### Automobile Liability

Combined Single Limit \$1,000,000

The following language should be included in the Description of Operations section of the COI:

The University of Tennessee, its Board of Trustees, officers, employees, agents, and volunteers are named as Additional Insureds with respect to the General and Automobile Liability policies. A Waiver of Subrogation applies to Workers Compensation, General Liability and Automobile Liability policies as evidenced on this certificate of insurance. All insurance policies above are primary and non-contributory to any other insurance available to the Certificate Holder. A thirty-day notice of cancellation is required.

## Exhibit 3: Call-In Information

### Call: August 9, 2018 at 4pm Eastern

Join from PC, Mac, Linux, iOS or Android: <https://tennessee.zoom.us/j/500461276>

Or iPhone one-tap (US Toll): +16468769923,500461276# or  
+16699006833,500461276#

Or Telephone:

Dial:

+1 646 876 9923 (US Toll)

+1 669 900 6833 (US Toll)

Meeting ID: 500 461 276

International numbers available: <https://zoom.us/u/sglqcJr5>

### Call: August 13, 2018 at 10am Eastern

Join from PC, Mac, Linux, iOS or Android: <https://tennessee.zoom.us/j/715737912>

Or iPhone one-tap (US Toll): +16468769923,715737912# or  
+16699006833,715737912#

Or Telephone:

Dial:

+1 646 876 9923 (US Toll)

+1 669 900 6833 (US Toll)

Meeting ID: 715 737 912

International numbers available: <https://zoom.us/u/cYCmtUiZx>

### Call: August 15, 2018 at 11am Eastern

Join from PC, Mac, Linux, iOS or Android: <https://tennessee.zoom.us/j/684137892>

Or iPhone one-tap (US Toll): +16468769923,684137892# or  
+16699006833,684137892#

Or Telephone:

Dial:

+1 646 876 9923 (US Toll)

+1 669 900 6833 (US Toll)

Meeting ID: 684 137 892

International numbers available: <https://zoom.us/u/dFkIlrZOe>

**Call: August 22, 2018 at 1pm Eastern**

Join from PC, Mac, Linux, iOS or Android: <https://tennessee.zoom.us/j/431835365>

Or iPhone one-tap (US Toll): +16699006833,431835365# or

+16468769923,431835365#

Or Telephone:

Dial:

+1 669 900 6833 (US Toll)

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