



## **Request for Qualifications (“RFQ”)**

**Title: Statewide Facilities Assessment**

**The University of Tennessee**

**SBC No. 540/000-02-2019**

**Solicitation #:**

**Issue date: November 13, 2019**

**Due date: December 10, 2019**

Respondent’s Name:

Representative’s Name:

Representative’s Email:

## Section A: Introduction and Basic Information

---

1. **Purpose and Scope:** The University of Tennessee (University) issues this RFQ to identify qualified Professional Consultants for facilities evaluations at the Chattanooga, Knoxville, Martin, Memphis, and Tullahoma campuses and various locations for the Institute of Agriculture. This will include: 1) developing standard approaches, rating criteria, templates and formats for documenting conditions, 2) evaluating existing tools and/or creating a database for data storage, management and reporting, 3) completing assessments on a select number of buildings while providing training to campus and System personnel, and 4) providing a methodology and tool for prioritizing capital improvements and deferred maintenance. The University intends to enter into an agreement with a Consultant that will deliver services as detailed herein.

Consultants interested in responding to this RFQ must submit Qualifications Statements in accordance with the requirements provided below. It is anticipated this will be a multi-phase project.

### Summary of Project and Required Services

This project will provide templates, approaches, formats, assessments and training for facilities evaluation surveys to enable a system-wide grading scale for building assessments. The deliverables will include a standardized template for future evaluations, standardized approach for assessments and evaluation criteria, evaluating existing systems and/or creating a database to manage and report data, and methodologies and a database to prioritize future capital projects requests. The Consultant will conduct assessments on selected buildings based upon complexity, type, possible needs, etc. (see Exhibit 2 for anticipated building list - this list may be revised at the discretion of the University). As a part of these assessments, the Consultant will train campus and System staff on standardized evaluation criteria. Consultant will also provide selected review of on the work by Campus teams on buildings to enhance consistency and quality of the efforts performed by campus staff.

The required scope of consultant services, but is not limited to, the following (where appropriate for each campus):

- A. Review previous condition assessment reports and condition rating criteria and utilize existing data where appropriate (i.e., the 2009-2011 Pickering and Michael Brady Facilities Audit.
- B. Develop Facilities Assessment templates, evaluation criteria, benchmarks, approaches, database and report formats to create Facilities Assessments which will provide a means to:

- 1) Identify and quantify selected facility conditions in terms of reoccurring renewal needs and non-reoccurring repairs and upgrades. Recurring needs include deferred maintenance and capital repair are items/components that require replacement at regularly scheduled intervals. Non-recurring needs include one-time repairs to extend the life of a component and upgrades associated with issues such as accessibility and building and fire/life safety code non-compliance.
- 2) Clearly and accurately, describe the nature of each deficient condition associated with non-recurring needs and identify methods of correction (Correction Projects).
- 3) Uniquely identify each major building component/system in the reoccurring renewal category.
- 4) Classify, rank, and prioritize based on Building Condition coupled with the building's Mission Criticality and Risk Assessment, in a format which can be migrated into existing campus software or downloaded into spreadsheet reporting, information concerning all conditions and associated correction projects, building systems, and deficiency classifications by severity and anticipated lifecycle.
- 5) Determine the extent and severity of the deferred renewal liability coupling it with Campus Mission and the Risk Assessment and Mission Criticality of this Facility
- 6) Based on condition assessments, Risk Assessment and Mission Criticality of the facility, identify, prioritize, and schedule deferred renewal reduction projects that best take advantage of available funds and improve facility functions (Deferred Renewal).
- 7) Based on condition assessments, Risk Assessment and Mission Criticality of the facility, analyze the resources needed to maintain the operability, suitability, and value of the physical assets given their current function (Capital/Plant Renewal).
- 8) Define what is necessary to adapt the facilities to meet the facility requirements of the institution, the requirements of today's standards and codes, and the needs of changing technology as it impacts space (Plant Adaption).
- 9) Develop a long-range comprehensive financial planning process that protects the value of the institution's facility assets.
- 10) Produce a standardized facilities database for "Current Replacement Value," "Facilities Condition Index," and "Facilities Condition Needs Index" that

reflects Deferred Renewal, Cyclical Renewal, and non-Cyclical Upgrades as they are implemented.

- a) Identify all projects by building name, building number, and floor (where applicable), and locate projects on facility floor plan drawings created in the latest version of AutoCAD or BIM (where appropriate for each campus).
- 11) Make recommendations on how the UT System should develop a fully functioning Windows capable database for maintaining all project data, modeling existing data to determine future funding requirements, and monitoring ongoing code compliance/plant adaption issues. Database must be capable of storing, analyzing, reporting, and updating the facility condition data. Evaluate using the Archibus Condition Assessment Module already in use.
  - 12) Develop and deliver a training for personnel conducting initial facility surveys.
- C. Provide means for integrating existing data into the database, where feasible. Develop report templates and approaches for Data Sorting by each Campus
  - D. Review the work performed by University personnel on selected initial buildings to ensure each campus is using the Consultant developed criteria, template and tools in a similar fashion.
  - E. As an Add Alternate, provide hourly rates for additional assessments as needed by each campus.
  - F. Conduct Review and Approval Meeting with, but not limited to each Campus, the UT System, The UT Board of Trustees, the Tennessee Higher Education Commission, the State Building Commission and their staffs.
  - G. Achieve Anticipated Milestones and Activities in Project Execution:
    - 1) Kick-off meeting with appropriate campus and System teams.
    - 2) Review previous facilities audit, current data systems used, facilities inventory.
    - 3) Develop templates, criteria, approaches and formats for facilities evaluation surveys to be undertaken by each Campus.
    - 4) Train University personnel on the tools and approaches developed.
    - 5) Periodic meetings with campus and System staff.

## 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 Capital Projects. The primary contact person for this solicitation is listed below:

Name: Adam Foster  
Title: RFQ Coordinator  
Email: afoste17@tennessee.edu

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

3. **Term:**
  - The initial standardized approaches, benchmarks and tools for each Campus to undertake the assessments will be provided in six (6) months but may be extended based upon additional needs by the University, upon mutual agreement.
4. **Number of Awards:** The University intends to award this solicitation to one respondent. The University retains sole discretion over this decision.
5. **Extension of the Award:** Other university departments, agencies with the State of Tennessee and other Tennessee public universities may also purchase goods and/or services from this award, if the winning respondent is agreeable. It should be noted that these entities are not required to use this agreement. If any of them elect to participate under the terms and conditions of this resulting award, the University of Tennessee reserves the right to re-negotiate favorable incentive with the successful consultant that are reflective of the additional volume. Note: The offer to extend the award to these other entities is at the discretion of the awarded respondent and they should not be extended if it would affect your ability to offer the most favorable terms to The University of Tennessee.
6. **Pre-Proposal Conference:** Project review teleconference will be held on November 20, 2019. Attendance is not a prerequisite for submission of Qualifications Statement. RSVP by 5:00 p.m. (ET), November 18, 2019 if you plan on participating.
7. **Schedule:** Note the University reserves the right to change these dates. All times are quoted in Eastern Time.

Publication Date	November 13, 2019
Pre-Proposal Teleconference	November 20, 2019
Deadline for Questions	November 27, 2019
Response to Questions	December 6, 2019
Bidder Submission Due Date	December 10, 2019
RFQ Evaluation	January 10, 2020
Cost Proposal Due	January 20, 2020
Notice of Intent to Award	January 24, 2020
Open File Period / Protest Period	January 27, 2020
State Building Commission Approval	February 13, 2020

## Section B: Instructions and Evaluation Criteria

---

1. **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.
2. **Qualifications Submission:** Qualification Statements will be received at UT Office of Capital Projects, 5723 Middlebrook Pike, Suite 201, Knoxville, TN 37996.

Respondents must submit their proposals as eight bond copies and a single digital file copy in .pdf format on a flash drive. The digital file should not exceed 10 MB and should be named using the following format: Respondent Name UT Statewide Facilities Assessment 2019-MM-DD.pdf. Submitted packages should be clearly marked as follows:

Qualifications Statement  
Statewide Facilities Assessment  
SBC No. 540/500-02-2019  
Submitted By: <<Respondent Name>>  
Contact: <<Contact Person Name, Address, Telephone Number>>

The Qualifications Statement shall be on standard 8 1/2" x 11" paper (landscape or portrait). It shall not exceed 50 pages including pages with photos (used as dividers or section headers or otherwise), charts, spreadsheets, and appendices. Binding covers, a one-page transmittal letter, and table of content pages may be provided in addition to the maximum of 50 pages. Pages or sheets with print on both sides will be counted as two pages. All pages must be numbered. Follow the information structure provided herein with clear identification of each information section.

3. **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 the University is governed by the

Tennessee Claims Commission Act. The venue for any claim against the University is the Tennessee Claims Commission.

4. **Confidential Information:** Any proprietary or confidential materials contained in the qualification statements 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 qualification statement 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.
5. **Qualification Statement Preparation Costs:** The University will not pay any costs in the preparation or submission of a proposal. Respondent is responsible for its preparation costs.
6. **Withdrawal of Qualification Statement:** A submitted qualification statement may be withdrawn by sending a written request to the Solicitation Coordinator before the solicitation due date. Qualification Statements 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.
7. **Presentations:** The University may invite any Respondent, only certain Respondents, or all Respondents for presentations. Respondent hereby acknowledges that the University has sole and absolute discretion regarding presentation invitations
8. **Acceptance and Rejection of Qualification Statements:** The University may accept or reject any qualification statement that, in its opinion, is in the best interests of the University. The University may re-solicit qualification statements, or to continue with the current consultant 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 proposal, unless otherwise specified by the Respondent.
9. **Late Responses:** The University will not accept responses after the deadline listed in the RFQ.
10. **Questions:** Up to the deadline for questions, respondents may ask the Office of Capital Projects 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 or the Office of Capital Projects 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.

11. **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 who have requested communications.

12. **Evaluation of Technical Responses:**

- A. The scoring committee will score each Respondent based on the criteria listed below.
- B. The University use the median of the scores given by each member of the committee.
- C. The University will use the following scoring criteria:

<b>Evaluation Criteria</b>	<b>Maximum Points Possible</b>
Mandatory requirements	Pass/Fail
Qualifications and Experience	500
Technical Services	500

13. **Immaterial Defects:** The University may waive minor variances from full compliance with this solicitation. If the University waives immaterial defects in a response, such a waiver does not modify this solicitation’s requirements.

14. **Award:** This solicitation does not commit the university to make an award or to procure or contract for services described in this solicitation. The University will make individual project assignment awards that the University determines to be in its best interest. The University reserves the right to negotiate terms and alter the specifications with the selected respondent, 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 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 respondent, if they are agreeable to the terms and schedule. The Office of Capital Projects of the University of Tennessee is the only office authorized to award a purchase order for the required services.

15. **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 prior to any State Building Commission approvals.



## Section C: Technical Response

---

**Registration:** All Consultants must register with the Tennessee Secretary of State's Division of Business Services if applicable and the Office of the State Architect to be able to enter into a contract for this work:

<https://sos.tn.gov/business-services>

<https://designerregistration.osa.tn.gov/WebForms/Home.aspx>

**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.**

- A.1 Provide the Consultant's name, address, website address, number of years in business, and legal structure (e.g., corporation, etc.).
- A.2 Provide the name, e-mail address, mailing address and telephone number of a single primary contact of the respondent.
- A.3 Provide any details of all past or pending litigation or claims filed against your company that would affect your company's performance under an Agreement with UT System.
- A.4 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 of both in organizational and directional terms.
- A.5 Describe Respondent's hours of business.
- A.6 Describe Respondent's experience transacting with state or local government agencies.
- A.7 Provide a statement of whether the Consultant, its sub-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.
- A.8 Provide evidence of all necessary licensures for Consultant services for the Project including business, professional licenses, and Control Number for the Division of Business Services if applicable.

## **Part B: Qualifications and Experience**

B.1 Describe the Respondent's qualifications to deliver the services needed for this solicitation in regard to the following.

- Provide a brief description of your firm's history, general experience, and capabilities.
- Include your firm's primary place of business and number of professional staff.
- The proposed personnel experience who will be working together on the project.

B.2 Provide a listing of recently completed Facilities Assessments that have been developed by your firm which are similar or have aspects related to the scope of services. Include:

- Project Information
  - Project Title
  - Project Location
  - Project Amount
  - Start and Finish Date
  - Summary Description of the project scope and services
  - Photos if appropriate
- Client Name (Firm or Organization)
- Identify the firm's role (e.g., prime consultant, subconsultant) on the project.
- Provide three client references for similar projects including the representative's
  - Name
  - Title
  - Phone Number
  - Email address

B.3 Provide the following work examples:

(a) digital file in .pdf format on flash drive of three Facilities Condition Assessments undertaken by your firm for institutions comparable to the University of Tennessee 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."

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.

B.5 Provide brief (one page or less) resumes of each key staff and Sub-consultant 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. Provide estimated percentage of time that each person will be committed to providing services to the project over the duration of the contract.

B.6 Provide the Respondent and consultant office location(s) that will be supporting this project with the distance in miles to the major project site. If the Respondent and consultants have multiple locations serving this project describe how personnel from each location are involved.

B.7 Provide a description of the Proposer's existing programs and procedures encouraging commerce with business enterprises owned by minorities, women, persons with a disability, and small business enterprises. In addition, submit the following:

- 1) A listing of the Proposer's current contracts with such enterprises;
- 2) A description of anticipated project participation by such enterprises as subcontractors to the Proposer.
- 3) The percent of the Proposer's current employees by ethnicity, sex, and disability.

### **Part C: Technical Services**

C.1 Provide a narrative outlining the methodology, approach, and philosophy your firm will utilize to accomplish the scope of work. Include how the Proposer intends to address:

- 1) Facility disciplines including architectural, structural, occupant safety code compliance, mechanical, electrical, and environmental.
- 2) Standardizing Project Evaluation Templates
- 3) Campus Personnel Training

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 University of Tennessee Facilities Assessment.
- 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.

**Exhibit 1: Draft Master Agreement**

This Exhibit 1 contains a draft master agreement. The University will enter into negotiations with respondents that are selected for individual project. The University provides this draft to help expedite the negotiation process. Please note that this draft is subject to change at the University's discretion, and the draft is for review purposes only.

The University of Tennessee  
Contract

This contract documents the agreement between The University of Tennessee (hereinafter University), \_\_\_\_\_ (hereinafter Consultant).

This contract consists of this cover page, the University's Standard Terms and Conditions, the requested scope of services described in the Request for Qualifications of Interest dated \_\_\_\_\_ for the *Proposed Project* (SBC No. 540/XXX-XX-XXXX) at the UT \_\_\_\_\_ campus, \_\_\_\_\_, Tennessee and the Consultant's proposal dated \_\_\_\_\_. Terms contained on this cover page and the University's Standard Terms and Conditions shall prevail over those of any attachment unless otherwise stated under "Other terms" below.

The period for performance under this contract is from \_\_\_\_\_ through \_\_\_\_\_

The University will compensate the Consultant a maximum hourly not to exceed fee in the amount of \$\_\_\_\_\_ invoiced and compensated as described herein up to the maximum amount unless additional services is requested. Payment shall be made after receipt of the Contractor's statement of services is performed. The final payment shall be made only after Consultant has completely performed the required services. The compensation shall be based on rates stated herein for services and reimbursement for expenses.

The University agrees to reimburse Consultant for printing costs and customary travel expenses incurred in connection with this Contract according to University policy. Reimbursement shall be made only after Consultant has completed and submitted an expense statement accompanied by receipts.

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
--	---------------

**Approved as to Form and Legality:**

_____ C. Ryan Stinnett Deputy General Counsel	_____ Date
---	---------------

**The State:**

_____ Ann McGauran State Architect	_____ Date
--	---------------

_____ SBC No. 540/XXX-XX-XXXX Project Name	_____ Responsible Account
--	------------------------------

## STANDARD TERMS AND CONDITIONS

1. The University is not bound by this Contract until it is approved by the appropriate University and State official(s) indicated on the signature page of this Contract.
2. This Contract may be modified only by a written amendment, which has been executed and approved by the appropriate parties as indicated on the signature page of this Contract.
3. This University may terminate this Contract by giving the Consultant at least thirty (30) days written notice before the effective termination date. The Consultant shall be entitled to receive equitable compensation for satisfactory authorized work completed as of the termination date.
4. If the Consultant fails to perform properly its obligations under this Contract or violates any term of this Contract, the University shall have the right to terminate this Contract immediately and withhold payments in excess of fair compensation for completed services. The Consultant shall not be relieved of liability to the University for damages sustained by breach of this Contract by the Consultant.
5. The Consultant shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the University.
6. Unless otherwise indicated on the reverse, if this Contract provides for reimbursement for travel, meals or lodging such reimbursement must be made in accordance with University travel policies.
7. The Consultant warrants that no part of the total Contract 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 officer, agent, employee, subcontractor, or subconsultant to Consultant in connection with any work contemplated or performed relative to this Contract, and that no employee or official of the State of Tennessee holds a controlling interest in the Consultant. If the Consultant is an individual, the Consultant certifies that he/she is not presently employed by the University or any other agency or institution of the State of Tennessee; that he/she has not retired from or terminated such employment within the past six months; and that he/she will not be so employed during the term of this contract.
8. The Consultant shall maintain documentation for all charges against the University under this Contract. The books, records and documents of the Consultant, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment, and shall be subject to audit, at any reasonable time and upon reasonable notice, by the University or the Comptroller of the Treasury, or their duly appointed representatives. These records shall be maintained in accordance with generally accepted accounting principles.
9. No person on the grounds of disability, age, race, color, religion, sex, national origin, veteran status or any other classification protected by Federal and/or Tennessee State constitutional and/or statutory law shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract.

The Consultant shall, upon request, show proof of such non-discrimination, and shall post in conspicuous places, available to all employees and applicants, notice of non-discrimination.

10. The Consultant shall maintain insurance coverage with the limits set forth below. Consultant's certificate of insurance, in a form acceptable to the University, shall be provided to the University before the date of this Agreement and thereafter upon written request.

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

11. The University shall have no liability except as specifically provided in this Contract.
12. The Consultant shall comply with all applicable Federal and State laws and regulations in the performance of this Contract.
13. This Contract shall be governed by the laws of the State of Tennessee, which provide that the University has liability coverage solely under terms and limits of the Tennessee Claims Commission Act.
14. The Consultant shall avoid at all times any conflict of interests between his/her duties and responsibilities as a Consultant and his/her interests outside the scope of any current or future Contracts. The following principles define the general parameters of a conflict of interests prohibited by the University:
  - a. Consultant's outside interests shall not interfere with or compromise his/her judgment and objectivity with respect to his/her duties and responsibilities to the University.
  - b. A Consultant shall not make or influence University decisions or use University resources in a manner that results in: Financial gain outside any current or future Contracts for either the Consultant or his/her relatives or Unfair advantage to or favored treatment for a third party outside the University.
  - c. A Consultant's outside financial interests shall not affect the design, conduct, or reporting of research.
  - d. The Consultant certifies that he/she has no conflicts of interests and has disclosed in writing the following:



- a) Any partners or employees of the Contractor who are also employees of the University.
  - b) Any relatives of the Consultant's partners or employees who work for the University.
  - c) Any outside interest that may interfere with or compromise his/her judgment and objectivity with respect to his/her responsibilities to the University.
15. For personal, professional, and contract services, the Consultant shall submit brief, periodic progress reports to the University as requested.
16. Prohibition of Illegal Immigrants: 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 Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.
- a. The Consultant hereby attests, certifies, warrants, and assures that the Consultant shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subconsultant who will utilize the services of an illegal immigrant in the performance of this Contract. The Consultant shall reaffirm this attestation, in writing, by submitting to the University a completed and signed attestation document, hereto, no less than semi-annually during the period of this Contract. Such attestations shall be maintained by the consultant and made available to state officials upon request.
  - b. Prior to the use of any subconsultant in the performance of this Contract, and semi-annually thereafter, during the period of this Contract, the Consultant shall obtain and retain a current, written attestation that the subconsultant shall not knowingly utilize the services of an illegal immigrant to perform work relative to this Contract and shall not knowingly utilize the services of any subconsultant who will utilize the services of an illegal immigrant to perform work relative to this Contract. Attestations obtained from such sub consultants shall be maintained by the consultant and made available to state officials upon request.
  - c. The Consultant shall maintain records for all personnel used in the performance of this Contract. Said records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.
  - d. 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 requires the Commissioner of Finance and Administration to prohibit a consultant from contracting with, or submitting an offer, proposal, or bid 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 contract.

- e. For purposes of this Contract, "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 Contract.
17. Upon completion of the Contract, the documents provided by Consultant to University as instruments of professional services shall be the property of The University of Tennessee, and may be used again by Consultant only for the benefit of the University. Originals of these documents may remain in the files of Consultant. Consultant and Consultant's subconsultants may reuse any portion of the work prepared for this Project for other projects. Except as set forth in the Contract or any subsequent agreements between Consultant and University, Consultant shall have no liability for any future use by University of the instruments of professional service provided by Consultant under the Contract where Consultant is not engaged to provide services for such future use.
  18. This Contract is the entire agreement between the University (including University employees and other end users) and Consultant. In the event Consultant enters into terms of use, end user agreements, or other agreements or understandings, whether electronic, click-through, or shrink-wrap, and whether verbal or written, with University employees or other end users, such agreements shall be null, void, and without effect, and the terms of this Contract shall apply.
  19. In compliance with the requirements of Tenn. Code Ann. § 12-4-120, the Consultant hereby attests that the Consultant has registered with the State of Tennessee's Department of Revenue for the collection of Tennessee sales and use tax. This registration requirement is a material requirement of this Contract.
  20. 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.
  21. Additional services shall be negotiated as a not to exceed amount billed at an hourly rate as set forth in the Contract. Compensation for these additional services shall not be payable to the consultant unless prior to the time such additional services are rendered. The University shall have approved by written agreement the payment and scope of work to the Consultant prior to the Consultant commencing with any additional work.

**Exhibit 2: Building List**

Building	Year Built	Square Footage
UT Chattanooga		
Brock Hall	1949	31,064
Cadek Hall	1961	23,085
Chattanooga State Office Bldg (CSOB)	1973	173,979
Maclellan Gymnasium	1965	76,628
McKenzie Arena	1982	211,778
Pfeiffer Hall	1949	25,007
University Center	1975	226,372
801 McCallie Ave (Art)	1950	15,914
Clarence T Jones Observatory	1943	2,709
Davenport Hall	1959	21,521
Founders Hall	1917	26,784
UT Knoxville		
Jesse Harris	1926	83,204
Dabney-Buehler	1929	235,606
Stokely Management Center	1973	117,264
HPER	1967	169,316
McCord	1947	42,904
Andy Holt Tower	1968	105,832
Perkins	1948	80,812
Ferris	1930	48,629
Art and Architecture	1975	178,352
Dunford	1963	84,112
UT Health Science Center		
GEB (General Education Building)	1975	220,962
Johnson	1946	73,875
Wittenborg	1926	64,343

SAC (Student Alumni Center)	1966	102,949
920 Madison	1975	119,872
Hyman	1953	50,885
910 Madison	1965	119,245
930 Madison	1990	179,096
Alexander	1984	96,252
Pauline Garage	1975	191,201
Van Vleet	1950	81,150
Coleman	1980	158,000
UT Martin		
Ag Pavilion and Stalling	1988	40,825
Paul Meek Library	1968	142,136
University Center	1965	138,396
Humanities	1967	65,072
Brehm	1950	60,665
Elam Center	1973	148,315
Fieldhouse	1962	72,017
Gooch	1972	118,288
Business Admin	1951	38,846
Bob Carroll	2002	18,317
Perry Day Care	1993	9,400
Cooper Residence Hall	1967	92,821
Ellington Residence Hall	1966	105,829
Fine Arts	1968	111,675
Alumni Center	1969	7,528