**Solicitation #** 10053680/ESM

**Title**: Printing of Tickets and Access Passes

**Publication date**: 11/4/2016

**Deadline for questions**: 11/15/2016 at 4:59 PM Eastern Time.

**Proposal submission deadline**: 11/22/2016 at 7:59 AM Eastern Time.

**Important Notices:**

**Communication**:

Solicitation Coordinator: Regarding the subject matter of this solicitation, Respondents must only communicate with the Solicitation Coordinator listed below:

Name: Lisa Pate

Title: Commodity Manager

Email: lpate@tennessee.edu

Restrictions on communication: Respondents may only communicate with the Solicitation Coordinator, or another team member in the University’s Office of Procurement Services. Respondents must not communicate with any other University employee. If Respondent contacts anyone except the University’s Solicitation Coordinator (or another Office of Procurement Services team member), the Director or Associate Director of Procurement Services may disqualify the Respondent.

**Sections**:

* Section 1: Scope
* Section 2: Mandatory qualifications
* Section 3: Technical response
* Section 4: Cost response
* Section 5: Administrative Information: Instructions and Basis for Award
* Section 6: Terms that govern this solicitation

**Exhibits**: Exhibit 1: *Pro forma* Purchase Order

**Section 1: Scope**

1. **Term**:
	1. Initial term: The initial term of any Purchase Order will be May 1, 2017 – April 30, 2022.
	2. Renewal term: Upon mutual agreement of the Supplier and the University, the University may renew the Purchase Order for 5 years.
	3. Unrestricted Right to Terminate: The University may terminate any Purchase Order at any time without penalty by providing the Supplier with at least 10 days advanced notice.
2. **General Scope**:

The University of Tennessee seeks to enter into agreements with respondents to provide printing services for football, men’s basketball, women’s basketball, and other ticketed sporting events consisting of season tickets, season ticket booklets, single game tickets, parking passes, credentials, and other peripherals through the term of this contract. Tennessee Athletics currently utilizes tickets (season and single) for home football, men’s basketball, women’s basketball, baseball, softball, and volleyball contests, as well as parking for football, men’s basketball, and women’s basketball events. In addition to game tickets and parking passes, Tennessee athletics uses credentials, wristbands, bracelets, envelopes, point of sale stock, generic inserts, etc. Tennessee Athletics operates within the AudienceView Ticketing Corporation’s ticket solution, and the successful Respondent must comply with all aspects of the specifications for accepting data from AudienceView, to facilitate the printing of a bar code to be scanned and read at the athletic site. All tickets and parking passes must be compatible with AudienceView equipment. The University of Tennessee Parking Services operates within the “T2 Systems PowerPark Flex Parking Management Solution (Flex)”, and the successful Respondent must comply with all aspects of the specifications for accepting data from T2 Flex. Successful Respondent must demonstrate their ability to accept variable data, to create the bar code, and print accurate seating and parking from the data for athletic events.

1. **Expanded Scope**: After the University issues a Purchase Order, the University may negotiate with the Respondent in to include any of Respondent’s services or products. This expanded scope includes goods or services that Respondent does not offer at the time the University issues a Purchase Order.
2. **Applicability**: Any University department may purchase through the Purchase Order.

**Section 2: Mandatory Qualifications**

**Mandatory Qualifications**: The University will only consider bids from eligible Respondents. The University’s eligibility criteria are below. If a Respondent fails to meet these mandatory qualifications, the University will disqualify the Respondent.

1. Respondent’s Authority: The representative responding on behalf of a Respondent must have authority to respond to this solicitation on behalf of the Respondent.
2. Required Disclosures: If the Respondent is a representative or distributor for a third-party, the Respondent must disclose this fact.
3. 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 the University’s solicitations until Respondent is no longer debarred. In the event that the University determines that the Respondent is debarred by the U.S. federal government of by any U.S. state government, the University will disqualify Respondent’s bid.
4. Conflicts of Interest: Respondents must disclose all conflicts of interest. The University will evaluate a Respondent’s conflicts to determine whether the conflict is allowed.
5. Compliance with law: Respondent must be legally allowed to operate within the State of Tennessee.
6. Timely shipping and delivery of products are of extreme importance to the University. Due to Customs delays that could occur at the United States borders during times of heightened security alerts, the University requires that the successful Respondent’s shipping location be within the United States.
7. The Respondent must check all items that it intends to submit proposals on. For each item checked, Respondent must provide two (2) unique product samples (unless noted otherwise) to UT for review. The product samples must be similar in nature to the specifications outlined within this document. **The product sample must be shipped to the UT Purchasing Department, 5723 Middlebrook Pike, Knoxville, TN 37921 at no charge before the bid due date and time. Respondents are to clearly label the samples that are submitted.**

*Check all that apply:*

* Football Season Tickets
* Men’s Basketball Season Tickets
* Women’s Basketball Season Tickets
* Suite/Club Season Booklets
* Courtside Club Pass Books
* Point-of-sale Tickets
* Parking Hangtags
* Credentials
* Other (e.g. leg bands, courtside club, envelopes, paper bands)

***Additional product samples may be requested by Tennessee Athletics after proposals have been submitted.***

**Section 3: Technical Response**

**Reminder**: Respondents must separate their technical response from their cost response. Further, Respondents must not include any cost information in their technical response. If a Respondent includes cost information in their technical response, the University may disqualify the Respondent’s proposal.

**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.

1. **Technical Proposal**:

Please respond to all items below with a description or a yes/no on all requirements:

1. Describe the structure of your business (e.g. LLC, Inc., etc.)
2. Describe whether your business is owned by another business. If so, name the business(es) that own your business
3. Provide a brief bio of the sales representative (s) and any other personnel who will oversee this account
4. Include a complete description of the Respondent’s security and precautions. Because products have a monetary value, there is concern about security during the production process. Therefore, Respondent’s production facility should meet the following security requirements
	1. Production facility should have an electronic means of recording the date and time of entrance and exit of every person, and recording the identity of each person. This system should be capable of printing a daily entrance and exit report that provides information about the identity of individuals that individuals entered and left the facility.
	2. Production facility should have a video recording system that provides real-time video surveillance and video recording of the entire facility, including all production and work areas, and at least a one-block perimeter of the exterior of the facility, including a camera at each entrance to the facility. The video system recording must be kept and archived for at least three months from the date of their recording so that security officials can review any possible breaches in security. The production facility must should have at least one individual designated as the security officer who has continuous access to live security surveillance and recordings.
5. The Respondent must furnish names of five customers that the Respondent has provided products for with requirements that are close in size, volume, and complexity to this solicitation. Include contact names and telephone numbers of each account. Tennessee Athletics may inquire as to the satisfaction of the Respondent’s products and services.
	1. Include names of personnel who the University can contact to inquire about their satisfaction with the Respondent’s product and service.
6. The Respondent must have an assigned sales representative for the University, and an assigned production team member located at the Respondent’s facility to assist in coordinating all phases of the actual production and delivery of the finished products. The sales representative will be required to travel to University’s facility at no additional cost to the University. If requested, the sales representative will visit, face to face, with Tennessee Athletics and/or Parking Services for a minimum of three (3) visits per year; these visits are to assist in coordinating all production phases and be available in person to work with the University relating to all issues regarding the production and service of their ticketing and parking requirements.
	1. Please include account representative’s name and contact information
	2. Please include production team representative’s name and contact information
7. The University may inspect the Respondent’s method of production on site to ensure compliance with all provision of the bid specifications at any time. The on-site visitation would be with the joint coordination of the University and the Respondent. The visitation would be at the expense of the Respondent once during the contract period.
8. To ensure the end products are not damaged, stolen, or altered in transit, tickets and parking passes that ship to Tennessee Athletics must be shipped using the following specifications:
	1. Shipping cartons must be double-walled corrugated boxes
	2. Shipping cartons must contain a label listing the quantity and the beginning and ending numbers of the printed materials contained therein. Breaks in any continuous-feed stock should be at a minimum with any breaks plainly labeled on the outside of the box.
	3. Cartons must be sealed with security tape that is printed with bidder’s name.
	4. If it is found that the sealed security tape is broken or torn, or Tennessee Athletics feels the box has been tampered with, then delivery may be refused. Your assigned representative may be required to travel to Tennessee Athletics at Respondent’s expense to examine and satisfy Tennessee Athletics concern that no part of the shipment has been tampered with or is missing.
	5. Since the products have monetary value, the Respondent must take every precaution to protect them from hazard. The following is required:
		1. Tennessee Athletics must be assured that all items are printed and delivered without duplicate or missing numbers.
		2. A certified manifest of products must be provided with shipment of orders
9. The successful Respondent must be able to provide a service to Tennessee Athletics that includes printing, personalization, inserting, packaging, and delivering products to Tennessee Athletics customers. Respondent must meet the following requirements:
	1. Respondent must be able to ship by Federal Express, UPS, DHL, Priority Mail, or First Class Mail and shipments should be able to be tracked online by Tennessee Athletics and customers.
	2. Respondent must be able to supply envelopes, presentation boxes, and packaging as required.
	3. Respondent must be able to coordinate the printing of products from an electronic file provided by Tennessee Athletics or UT Parking. Please provide all formats accepted by the Respondent (e.g. GIF, TIFF, JPEG, PNG, PDF, etc.)
10. Tennessee Athletics prefers Respondent to have as part of their property, plant, and equipment a backup generator to service the areas of their plant to insure that any power outage will not affect the normal operation of the facility.
11. Ticket Specific Specifications
	1. Tennessee Athletics may provide e-mail addresses with its order and the Respondent would be required to provide custom e-mail shipping notification at no charge
	2. Respondent must be able to imprint names and addresses on envelopes, perform the bursting, gathering, verifying, and inserting of the tickets into season envelopes to prepare for shipping.
	3. Respondent must be able to coordinate the printing of the season ticket forms from an electronic file that will contain the season mail list developed from the database stored on AudienceView Ticket System
		1. If able, please provide three (3) college references that have utilized these services.
	4. Tennessee Athletics may require that hot-stamped foil be part of the ticket design.
		1. If able, please provide three (3) college references that have utilized these services.
	5. Tennessee Athletics is interested in having a custom patterned foil to reduce and/or avoid counterfeit issues. To insure preventable counterfeiting, this foil should be unique and proprietary to only the individual supplier or Tennessee Athletics and not available to the general public or available for purchase. The holographic foil should be designed exclusively for the Respondent or Tennessee Athletics and housed at the Respondent’s facility. The foil shall be attached to the permit by a “hot stamping” method.
		1. Does your company offer an exclusively designed foil that is not available for purchase except by your company?
		2. If yes, provide a sample of tickets incorporation your custom foil with your bid response.
	6. For additional product security, Tennessee Athletics may require that the Tickets be printed with an image using a clear varnish not easily seen except when exposed to an ultraviolet light, emitting between 355 and 400 nanometers wavelength. When exposed to ultraviolet light source, the image should fluoresce red, in the visible light spectrum at approximately 615 nanometers, and thus be easily viewed without any additional aid. White ultraviolet varnishes are commonly found in yellow, green and orange, red is required due to the difficulty in reproduction by counterfeiters.
		1. Can your company provide the red UV varnish or a similar security measure?
	7. An additional anti-counterfeit feature that Tennessee Athletics may require is TRACE ink, which is a covert printer’s taggant ink integrated within the products and readable with an electronic reading device. This ink cannot be simulated or counterfeited and serves solely as an authentication component for the products. It will have no impact on durability and must be adaptable to any existing printing process. This ink and reader system is essential to ensure that security issues concerning counterfeit tickets, illegal entry into populated events, or financial losses due to illicit photo copying or counterfeiting of tickets, does not occur. The successful Respondent should own this ticket authentication system.
	8. Production ticket samples must be furnished at the request of Tennessee Athletics for testing to ensure compliance with all speciation requirements. These samples must be compatible with AudienceView.
	9. Tennessee Athletics utilizes on many of its tickets for product security is Authen-A-Tic, which is a unique opaque ink that is revealed when rubbed with a coin. Respondent should be willing and able to provide this, or similar, security level.
	10. The Respondent shall furnish initial pdf proofs via email to verify all ticket elements are included and accurately placed in the ticket layout, followed by a hard copy proof of the final layout in color, if desired. In addition, imprint proofs will be provided to verify all variable data placement to Tennessee Athletics prior to the final data printing. Imprint proof layouts will be provided the format that will be set up on the actual ticket. Imprints proofs must be provided in PDF format.
	11. Respondent should have a precision ticket laser cut security feature, which is difficult to simulate or counterfeit and serves as an authentication component for the ticket. It is to have no impact on durability and must be adaptable to any existing printing process. The laser cut is essential to ensure that security issues concerning counterfeit tickets, illegal entry into populated events, or financial losses due to illicit photo copying or counterfeiting of tickets does not occur.
		1. Does your company have the ability to provide a precision ticket laser cut?
12. Parking Specific Specifications
	1. Foil must have a hologram design and the hologram design must be custom holographic foil that is not widely available
	2. Foil must be applied to the product with a stamping process which makes removing the foil image for illegal use extremely difficult
	3. Design should specially be a wallpaper security pattern that is easily recognizable and offers high security
	4. The words SECURE, AUTHENTIC, VALID, or GENUINE should be visible in various dimensions on the foil
		1. When permit is held to the light an angle, such colors and wording are refracted back to the viewer
	5. Photo copies of this product must not exhibit the color change and movement of image seen in genuine product
	6. Permit Direct
		1. Tennessee Athletics and UT Parking collaborate in distribution of tickets and parking permits to season ticket holders. A designated number of parking permits are available for distribution to Tennessee Athletics season ticket holders. The successful Respondent must work directly with Tennessee Athletics and AudienceView. The permit fulfillment house will issue the assigned parking permit and insert the permit into the ticket mailing packet of Tennessee Athletics.
		2. Respondent must store all designated permits and adequately manage and inventory all of these permits in a manner that is satisfactory to University auditing operations. After fulfillment of all parking permits, the Respondent must return a complete listing in electronic format to Tennessee Athletics and Parking and Transit Services for all permits that were fulfilled. This listing must include name, address and permit number issued. The remaining permits will be inventoried and mailed to UT Parking at the University. The format for the parking permits shall begin with two digits for the year, then up to six digits for the permit type and area, and then four digits for the permit number.

**Section 4: Cost Response**

**Notice: Respondent must not include cost information in any document except its Cost Response.**

1. General
	1. State whether Respondent will charge the University any of the following costs and, if so, state each cost amount. If listing an exact amount is not possible, then Respondent must state how the cost will be calculated:
		1. Fuel surcharges
		2. Training costs
		3. Travel costs (Respondent’s travel)
	2. State all other costs that will clearly and completely list the University’s total cost of ownership with the Respondent. If a cost is not listed in the University’s Purchase Order, a Supplier must not charge the University that cost.
	3. Shipping: The University requires the following shipping terms:
		1. INCOTERMS 2010: The University’s shipping term is DDP under INCOTERMS 2010.
		2. Insurance:
			1. If shipping FedEx or UPS, the successful bidder (i.e. supplier) will need to declare full value of item on shipping documents. If the declared value exceeds the amount allowed by Fed-Ex or UPS, supplier must notify the University.
			2. If shipped via common carrier supplier must, at the request of the University, be able to provide insurance covering the replacement value of the item.
			3. Respondent must include any additional cost for insurance coverage as a separate cost with Respondent’s bid response.
		3. Title and Risk of Loss: Title to the goods, and risk of loss for the goods, will only pass to the University when the University actually receives the goods.
		4. Right of Inspection and Rejection:
			1. The University of Tennessee may inspect all goods upon delivery. The University may, without penalties or fees, reject defective or non-conforming goods at any time within 14 days of the University’s actual receipt of the goods.
			2. When the University’s staff members sign to indicate that the University has received a shipment, the signature does not constitute “acceptance” of the goods for purposes of this agreement. Rather, the signature is only acknowledgement of receipt.
2. Specific Financial Information:

***Note: Include total price for quantity stated below for stated specifications. Please include any and all one-time, renewal, or annual discounts related to these products at the end of section “Financial Specifications”.***

1. Football Season Ticket Form (70,000)
	1. Specifications: Reserved Season football forms with 10 ticket positions that can be utilized for game tickets, sponsor advertisements, season ticket holder identification cards, and/or season schedules. Form size 11x13” including pinfeeds, individual ticket area size 2.4 x 5.5”, stock is 10pt safety back chrome coat Tickets have 4-color ticket front with security hologram foil, 1 color ticket back with TRACE II ink, red blacklight varnish, and authen-a-tic security.
		1. Price for 70,000 non-imprinted forms: $\_\_\_\_\_\_\_\_\_\_
		2. Price to print and imprint (with seat reservations/acct holder info) 70,000 forms: $\_\_\_\_\_\_\_\_\_\_
		3. Price for additional non-imprinted 1,000 forms: $\_\_\_\_\_\_\_\_\_\_
		4. Price to print and imprint (with seat reservations/acct holder info) additional 1,000 forms: $\_\_\_\_\_\_\_\_\_\_
		5. Price (per color) to add an additional color to the front or back of tickets: $\_\_\_\_\_\_\_\_\_\_
2. Football Reserved Club Laminated Tickets (6,132)
	1. Specifications: Reserved Laminated Club Tickets, with a ticket size of 3 x 7” with rounded corners, oval die notch, material is 10pt. Triplex with 10 mils of lamination on both sides, tickets to returned to Tennessee Athletics by seat by season, Respondent to imprint reserved seating information from tape. Tickets to have 4-color front plus security hologram foil, ticket back 1 color plus TRACE II ink and red blacklight varnish. Ticket front to be imprinted with seat reservations and account holder information.
		1. Price for 6,132 tickets: $\_\_\_\_\_\_\_\_\_\_
		2. Price for one additional game of club tickets: $\_\_\_\_\_\_\_\_\_\_
		3. Price to add an additional color to the front or back of tickets: $\_\_\_\_\_\_\_\_\_\_
3. Football Reserved Suite Books (138)
	1. Specifications: Reserve Suite Books, with a book size of 12.5x7” including binding margin and an individual ticket size of 3 x 7”. Ticket front to be 4 colors with inside front cover blank. Inside back cover to be blank and outside back cover 1 color. Ticket fronts: 7 different 4 color process. Ticket back to be 1 color plus TRACE II ink and red blacklight varnish. Ticket front to be imprinted with seat reservation and account holder information.
		1. Price for 138 books: $\_\_\_\_\_\_\_\_\_\_
		2. Price for each additional book: $\_\_\_\_\_\_\_\_\_\_
4. Football Media Center/Photo Strung Credentials (1,575)
	1. Specifications: Football Strung Credentials 3.5 x 5.5” round 4 corners, 7 different Astrobright stock colors, 1 kind for 7 games, print 2 sides, 1 color front and back, special logo, numbered 1 place on front
	2. Price for 1,575 Credentials: $\_\_\_\_\_\_\_\_\_\_
	3. Price for additional 100 Credentials: $\_\_\_\_\_\_\_\_\_\_
5. Football Strung Credentials (23,800)
	1. Specifications: Football Strung Credentials to be 3.5 x 5.5”, 10 kinds for 7 games, 4 color process front with 7 different tint colors, part (20,650) 4 color process back with 7 different tint colors, part (2450) 1 color back, numbered 1 place on front and back, barcode on back, punch and string with 3.5” elastic loops.
	2. Price for 23,800 Credentials: $\_\_\_\_\_\_\_\_\_\_
	3. Price for additional 2,000 Credentials: $\_\_\_\_\_\_\_\_\_\_
6. Football TV Leg Bands (875)
	1. Specifications: TV Leg Bands, with size to be 3 x 19.75 convention badge stock,1 kind for 7 games, prints 1 side, 2 color front 7 different background colors, numbered 2 places on front, perf for stub
		1. Price for 875 TV Leg Bands: $\_\_\_\_\_\_\_\_\_\_
		2. Price for additional 100 TV Leg Bands: $\_\_\_\_\_\_\_\_\_\_
7. Wristbands (40,000)
	1. Specifications: Wristbands, with size to be 1” in width and weather resistant, adhesive closure that is tamper resistant, serials numbers printed on, 1 color 1 sided custom design
		1. Price for 40,000 wristbands: $\_\_\_\_\_\_\_\_\_\_
		2. Price for additional 1,000 wristbands: $\_\_\_\_\_\_\_\_\_\_
8. Paper Bands (876)
	1. Specifications: T (logo) Paper Bands with size 2 X 7.5” of 80# Sterling Ultra Digital Stock, 1 kind, prints 1 side, 1 color reverse front, special logo, band with laminated rese red club tickets
	2. Price for 876 paper bands: $\_\_\_\_\_\_\_\_\_\_
	3. Price for additional 100 paper bands: $\_\_\_\_\_\_\_\_\_\_
9. Basketball Season Ticket Form (15,000)
	1. Specifications: Reserved Season Basketball Forms with 17 ticket positions (given number of games) that can be utilized for game tickets, sponsor advertisements, season ticket holder identification cards, and/or season schedules. Form size 17x13” including pinfeeds, individual ticket area size 2x 5”, 3 rows of tickets positions per form + 2 “ID panel, stock is 10pt Safety Back Chrome coat. Tickets have 4 color front with security hologram foil, 1 color ticket back with TRACE II ink, red blacklight varnish, and authen-a-tic security
		1. Price for 15,000 non-imprinted forms: $\_\_\_\_\_\_\_\_\_\_
		2. Price to print and imprint (with seat reservations/acct holder info) 15,000 forms: $\_\_\_\_\_\_\_\_\_\_
		3. Price for additional non-imprinted 500 forms: $\_\_\_\_\_\_\_\_\_\_
		4. Price to print and imprint (with seat reservations/acct holder info) additional 500 forms: $\_\_\_\_\_\_\_\_\_\_
		5. Price (per color) to add an additional color to the front or back of tickets: $\_\_\_\_\_\_\_\_\_\_
10. Women’s Basketball Season Ticket Form (10,000)
	1. Specifications: Reserved Season Basketball Forms with 17 (given number of games) ticket positions that can be utilized for game tickets, sponsor advertisements, season ticket holder identification cards, and/or season schedules. Form size 17 x 13” including pinfeeds, individual ticket area size 2x 5”, 3 rows of tickets positions per form + 2 “ID panel, stock is 10pt Safety Back Chrome coat. Tickets have 4 color front with security hologram foil, 1 color ticket back with TRACE II ink, red blacklight varnish, and authen-a-tic security
		1. Price for 10,000 non-imprinted forms: $\_\_\_\_\_\_\_\_\_\_
		2. Price to print and imprint (with seat reservations/acct holder info) 10,000 forms: $\_\_\_\_\_\_\_\_\_\_
		3. Price for additional non-imprinted 500 forms: $\_\_\_\_\_\_\_\_\_\_
		4. Price to print and imprint (with seat reservations/acct holder info) additional 500 forms: $\_\_\_\_\_\_\_\_\_\_
		5. Price (per color) to add an additional color to the front or back of tickets: $\_\_\_\_\_\_\_\_\_\_
11. Men’s Laminated Reserved Club Tickets (2,490)
	1. Specifications: Laminated Club Tickets, with a ticket size of 3 x 7” with rounded corners, oval die notch, material is 10pt Triplex with 10 mils of lamination on both sides, tickets to be returned to Tennessee Athletics by seat by season, Respondent to imprint reserved seating information from tape. Tickets to have 4 color front plus security hologram foil, ticket back 1 color plus TRACE II ink and red blacklight varnish. Ticket front to be imprinted with seat reservation and account holder information
		1. Price for 2,490 tickets: $\_\_\_\_\_\_\_\_\_\_
		2. Price for one additional game of club tickets: $\_\_\_\_\_\_\_\_\_\_
		3. Price to add an additional color to the front or back of tickets: $\_\_\_\_\_\_\_\_\_\_
12. Women’s Laminated Reserved Club Tickets (2,490)
	1. Specifications: Laminated Club Tickets, with a ticket size of 3 x 7” with rounded corners, oval die notch, material is 10pt Triplex with 10 mils of lamination on both sides, tickets to be returned to Tennessee Athletics by seat by season, Respondent to imprint reserved seating information from tape. Tickets to have 4 color front plus security hologram foil, ticket back 1 color plus TRACE II ink and red blacklight varnish. Ticket front to be imprinted with seat reservation and account holder information
		1. Price for 2,490 tickets: $\_\_\_\_\_\_\_\_\_\_
		2. Price for one additional game of club tickets: $\_\_\_\_\_\_\_\_\_\_
		3. Price to add an additional color to the front or back of tickets: $\_\_\_\_\_\_\_\_\_\_
13. Men’s Skybox Executive Suite Ticket Book (32)
	1. Specifications: 32 suites with a total of 424 seats. Tickets printed on a 10 pt premium safety back chrome coated on side ticket stock. Book covers will have a 10 pt premium coated one-side stock. Books will have a 4 color outside front book cover, a 1 color inside front book cover, a 1 color inside back book cover, and a 4 color outside back book cover. Ticket front will be 3 color with different artwork/photo on each ticket. Tickets will have a security hologram foil area on front. Ticket backs will be 1 color with TRACE II ink, red blacklight varnish, and authen-a-tic security. The Respondent will imprint the tickets and covers from customer provided files via tape. The covers and tickets will stitch and strip with black tape into season books.
		1. Price for 32 books: $\_\_\_\_\_\_\_\_\_\_
		2. Price to print an additional book: $\_\_\_\_\_\_\_\_\_\_
		3. Price to add an additional color to the book/ticket cover front or back: $\_\_\_\_\_\_\_\_\_\_
	2. IF BOOKED BY SEASON BY SUITE: Book size is 7x12.5” including ½” side binding margin. The individual book size is 7” by 12.5”. Books will contain 4 strips with 4 tickets per game (to accommodate up to 16 seats per suite) with a different ticket front for each game (16 game tickets per book per game). There will be a total of 84 strips per book. Respondent will imprint the tickets and covers form customer provided files via tape. The covers and tickets will stitch and strip with black tape into season books.
		1. Price for 424 books: $\_\_\_\_\_\_\_\_\_\_
		2. Price to print an additional book: $\_\_\_\_\_\_\_\_\_\_
		3. Price to add an additional color to the book/ticket cover front or back: $\_\_\_\_\_\_\_\_\_\_
14. Women’s Basketball Skybox Executive Suite Ticket Book (32)
	1. Specifications: 32 suites with a total of 424 seats. Tickets printed on a 10 pt premium safety back chrome coated on side ticket stock. Book covers will have a 10 pt premium coated one-side stock. Books will have a 4 color outside front book cover, a 1 color inside front book cover, a 1 color inside back book cover, and a 4 color outside back book cover. Ticket front will be 3 color with different artwork/photo on each ticket. Tickets will have a security hologram foil area on front. Ticket backs will be 1 color with TRACE II ink, red blacklight varnish, and authen-a-tic security. The Respondent will imprint the tickets and covers from customer provided files via tape. The covers and tickets will stitch and strip with black tape into season books.
		1. Price for 32 books: $\_\_\_\_\_\_\_\_\_\_
		2. Price to print an additional book: $\_\_\_\_\_\_\_\_\_\_
		3. Price to add an additional color to the book/ticket cover front or back: $\_\_\_\_\_\_\_\_\_\_
	2. IF BOOKED BY SEASON BY SUITE: Book size is 7x12.5” including ½” side binding margin. The individual book size is 7” by 12.5”. Books will contain 4 strips with 4 tickets per game (to accommodate up to 16 seats per suite) with a different ticket front for each game (16 game tickets per book per game). There will be a total of 84 strips per book. Respondent will imprint the tickets and covers form customer provided files via tape. The covers and tickets will stitch and strip with black tape into season books.
		1. Price for 424 books: $\_\_\_\_\_\_\_\_\_\_
		2. Price to print an additional book: $\_\_\_\_\_\_\_\_\_\_
		3. Price to add an additional color to the book/ticket cover front or back: $\_\_\_\_\_\_\_\_\_\_
15. Men’s Basketball Strung Credentials (5,640)
	1. Specifications: Numbered strung credentials with 3 different sizes (range to a maximum size of no more than 5 x 5” on safety sentinel ticket board (TC STOCK), having 13 different stock colors printed 2 sides (front/back) in black copy. All badges perforate in one place, and are numbered in 2 places in black ink on front. All credential punched & strung with 5” cotton loops.
	2. Price for 5,640 numbered strung credentials: $\_\_\_\_\_\_\_\_\_\_
	3. Price for additional 500 strung credentials: $\_\_\_\_\_\_\_\_\_\_
	4. Price for 1 color overprint per 500 strung credentials: $\_\_\_\_\_\_\_\_\_\_
16. Women’s Basketball Strung Credentials (2,400)
	1. Specifications: Numbered strung credentials with 2 different sizes (range to a maximum size of no more than 5 x 5” on safety sentinel ticket board (TC STOCK), having 13 different stock colors printed 2 sides (front/back) in black copy. All badges perforate in one place, and are numbered in 2 places in black ink on front. All credential punched & strung with 5” cotton loops.
	2. Price for 2,400 numbered strung credentials: $\_\_\_\_\_\_\_\_\_\_
	3. Price for additional 140 strung credentials: $\_\_\_\_\_\_\_\_\_\_
	4. Price for 1 color overprint per 140 strong credentials: $\_\_\_\_\_\_\_\_\_\_
17. Courtside Club Guest Pass Books (525)
	1. Specifications: Men’s and Women’s Basketball Guest pass books 525 Books (9,125 Passes), 3x6.5” including binding margin, 10 pt PTS, 1 kind (Women’s) for 17 games (or appropriate games given schedule), 1 kind (Men’s) for 17 games (or appropriate games given schedule), part prints 1 side, part prints 2 sides, outside front cover 2 different 4 color process, inside front cover blank, ticket fronts 2 different 4 color process, 15 different tint colors, special logos, ticket backs 2 different 4 color process 15 different tint colors, inside outside back cover blank, barcoded and numbered 1 place on front, stitch in strips in books of 17 passes by season, barcoded from customer data file
		1. Price for 525 guest pass books: $\_\_\_\_\_\_\_\_\_\_
		2. Price for additional 50 guest pass books: $\_\_\_\_\_\_\_\_\_\_
18. Self-sealing envelopes (5,000)
	1. Specifications: Self-Sealing Envelopes, quantity 5,000, brown kraft, all copy in black ink, printed 1 side, all without indicia.
		1. Price for 5,000 envelopes: $\_\_\_\_\_\_\_\_\_\_
		2. Price for additional 500 envelopes: $\_\_\_\_\_\_\_\_\_\_
19. Point-of-sale Tickets (420,000)
	1. Specifications: Thermal point-of-sale tickets, on 7.5 pt thermal stock, individual ticket size 1 .9688 x 5.625”, 1 kind, 4 different alternating 4 color process front, and security holographic foil, a new 1 color ticket back in black in kplus TRACE II ink. Special logos to be included. Provided in fanfolds of 2 and bundles of 1000, ticket numbered with ink jet.
		1. Price for 100,000 tickets: $\_\_\_\_\_\_\_\_\_\_
		2. Price for 250,000 tickets: $\_\_\_\_\_\_\_\_\_\_
		3. Price for 420,000 tickets: $\_\_\_\_\_\_\_\_\_\_
		4. Price for 500,000 tickets: $\_\_\_\_\_\_\_\_\_\_
		5. Price for increment of 5,000 ticket above quantity listed above: $\_\_\_\_\_\_\_\_\_
		6. Price to add an additional color to the ticket front or back: $\_\_\_\_\_\_\_\_\_\_
20. Football Parking Passes (13,750)
	1. Specifications: Season Football Parking Hangtag Books with 3.75 x 8.5” binding margin, 10 pt PTS, 58 lots for 7 games, 4 color process with integrity foil and barcode front, 1 color special logos and back ad barcode from customer data file on back, stitch and strip in books of 7 + perforated for binding
		1. Price for 13,750 Football Parking Hangtag books: $\_\_\_\_\_\_\_\_\_\_
		2. Price for additional 100 parking hangtag books: $\_\_\_\_\_\_\_\_\_\_
21. Football Parking Inventory Sheets (700)
	1. Specifications: Numbered Inventory Sheets for football parking Book on 20# white bond paper, 11x8.5”, sections separated into 60 parking areas, 1 color front with numbering
		1. Price for 700 Football Numbered Inventory Sheets: $\_\_\_\_\_\_\_\_\_\_
		2. Price for 25 additional Football Numbered Inventory Sheets: $\_\_\_\_\_\_\_\_\_\_
22. Men’s Basketball Parking Passes (4,005)
	1. Specifications: Basketball Parking Hangtag Books with 3.75 x 8.5” binding margin, 10 pt PTS, 17 kinds for 17 games (or appropriate games given schedule), 4 color process plus integrity security foil, 1 color back, barcode 1 place on front, stitch and strip in books of 17.
		1. Price for 4,005 Men’s Basketball Parking Hangtag books: $\_\_\_\_\_\_\_\_\_\_
		2. Price for additional 100 parking hangtag books: $\_\_\_\_\_\_\_\_\_\_
23. Women’s Basketball Parking Passes (3,255)
	1. Specifications: Women’s Basketball Parking Hangtag Books with 3.75x8.5” binding margin, 10 pt PTS, 17 kinds for 17 games (or appropriate games given schedule), 4 color process plus integrity security foil, 1 color back, barcode 1 place on front, stitch and strip in books of 17.
		1. Price for 3,855 Women’s Basketball Parking Hangtag books: $\_\_\_\_\_\_\_\_\_\_
		2. Price for additional 100 parking hangtag books: $\_\_\_\_\_\_\_\_\_\_
24. Basketball Parking Inventory Sheets (370)
	1. Specifications: Numbered Inventory Sheets for Men’s and Women’s Parking Book on 20# white bond paper, 11x8.5”, sections separated into 14 parking areas for men’s and 10 for women’s, 1 color front with numbering
		1. Price for 370 Basketball Numbered Inventory Sheets: $\_\_\_\_\_\_\_\_\_\_
		2. Price for 10 additional Basketball numbered inventory sheets: $\_\_\_\_\_\_\_\_\_\_
25. Other
	1. Football Season Tickets and Parking Booklet
		1. As it relates to this bid, the University requests pricing to combine football season tickets and football parking passes into one (1) booklet. The examples shall include season tickets for two (2) patrons and one parking hang tag (14 total tickets and 7 parking passes).
		2. Respondent shall provide multiple combinations of the booklet (e.g. 28 unique season tickets and 14 unique parking hangtags, 56 unique season tickets and 21 unique individual parking passes, etc.).
		3. Tennessee reserves the right to choose this product, in lieu of the season tickets and parking passes above.
		4. Please include three (3) separate pricing levels of a season ticket/parking booklet combinations (per unit).
			1. Premium: $\_\_\_\_\_\_\_\_\_\_
			2. Advanced: $\_\_\_\_\_\_\_\_\_\_
			3. Basic: $\_\_\_\_\_\_\_\_\_\_

***Sumbit an example of each booklet to the UT Purchasing Department before the bid closing date and time.. Please label each example with the labels above (e.g. premium, advanced, basic), as to signify booklet pricing per unit. Examples shall be based on 14 season tickets and 7 parking passes (season ticket package for two (2) patrons).***

* 1. Men’s and Women’s Basketball Season Tickets and Parking Booklet
		1. As it relates to this bid, the University requests pricing to combine basketball season tickets and basketball parking passes into one (1) booklet. The examples shall include season tickets for two (2) patrons and one parking hang tag (34 total tickets and 17 parking passes).
		2. Respondent shall provide multiple combinations of the booklet.
		3. Tennessee reserves the right to choose this product, in lieu of the season tickets and parking passes above.
		4. Please include three (3) separate pricing levels of a season ticket/parking booklet combinations (per unit).
			1. Premium: $\_\_\_\_\_\_\_\_\_\_
			2. Advanced: $\_\_\_\_\_\_\_\_\_\_
			3. Basic: $\_\_\_\_\_\_\_\_\_\_

***Submit an example of each booklet to the UT Purchasing Department before the bid closing date and time. . Please label each example with the labels above (e.g. premium, advanced, basic), as to signify booklet pricing per unit. Examples shall be based on 34 season tickets and 17 parking passes (season ticket package for two (2) patrons).***

* 1. Include all fees related to freight and handling: $\_\_\_\_\_\_\_\_\_\_
	2. Fulfillment Charges. Include unit pricing for the following:
		1. Charge to insert tickets into a self-sealing window envelope. Envelope must include a window, preprinted return address, and Respondent postal indicia: $\_\_\_\_\_\_\_\_\_\_
		2. Charge to insert tickets into a self-sealing non-window envelope and print and apply all necessary address and/or tracking labels: $\_\_\_\_\_\_\_\_\_\_
		3. Charge if Respondent must put postal indicia on envelope: (first class Mail only): $\_\_\_\_\_\_\_\_\_\_
		4. Charge if Respondent uses a non-self-sealing envelope: $\_\_\_\_\_\_\_\_\_\_
		5. Charge for folding forms/inserts to be inserted into envelope: $\_\_\_\_\_\_\_\_\_\_
		6. Charge for each numbered or reserved insert: $\_\_\_\_\_\_\_\_\_\_
		7. Charge for each generic insert: $\_\_\_\_\_\_\_\_\_\_
		8. Charge for each pull or change before shipment: $\_\_\_\_\_\_\_\_\_\_
		9. Charge for address changes, address correction, or re-routes after shipment: $\_\_\_\_\_\_\_\_\_\_
1. Discounts
	1. Please include any and all discounts (e.g. one-time, renewal, price-break, etc.) related to the aforementioned products.
2. Price increases
	1. Please include any and all information pertaining to potential price increases in your response. Price increases will be entertained annually. Evidence of cost increase must be provided to substantiate any request for increase.

***The University reserves the right to change (decrease or increase) the quantities of each item, as well as the specifications of each product referred to herein.***

***Please Note: Inadequate facilities or failure to comply with any of the above requests may be grounds for elimination of a bidder from consideration. Failure to provide all requested information, references and samples with your bid response may be grounds for elimination of a bidder from consideration*.**

**Section 5: Administrative Information: Instructions and Basis for Award**

1. **Basic Instructions**
	1. **Proposal Submission**: Respondents must submit their proposal through the University’s online system, ESM Solutions. The University does not accept hard-copy proposals.
	2. **Separate Documents; Naming Documents**: Respondents must separate their technical and cost proposals. Respondents must submit only two documents: one document containing technical proposals and another document containing cost proposals. Respondents must clearly name their files, and the University’s preferred format is: [supplier\_name\_technical] and [supplier\_name\_costs].
	3. **Communication**: As a reminder, Respondents may only communicate with the Solicitation Coordinator or other staff member of the Office of Procurement Services.
2. **General Information About this Solicitation**:
	1. **Request for Qualified Suppliers**: This is a Request for Qualified Suppliers solicitation. The University will evaluate Respondents based solely on technical qualifications. While the University will not formally score pricing, the University will only issue an award to a Respondent that offers highly competitive pricing.
	2. **Final Agreement; University’s Authorized Officials**:
		1. Final Agreement: No agreement that results from this solicitation is binding on either party until the University’s Office of Procurement Services issues a Purchase Order.
		2. Purchase Orders: Only the University’s staff members the Office of Procurement Services may sign a Purchase Order related to this solicitation.
		3. Other documents: For all other contractual documents, including but not limited to agreements, memoranda of agreement, memoranda of understanding, term sheets, or similar documents, only specifically named individuals have authority to sign on behalf of the University. A list of those individuals is located here: <http://treasurer.tennessee.edu/contracts/contractsignature.html>. Respondents must not contact these officials directly. Any contract signed by an unauthorized University employee does not bind the University.
3. **General Information about the University**:

The University of Tennessee is a public higher education entity, an IRS 170(c) non-profit, and the University is an instrumentality of the State of Tennessee. The University has offices in all 95 counties of the State of Tennessee. All of the University’s departments, campuses, institutes, etc. share the same legal existence and the same U.S. Federal I.D. Number: 62-6001636.

The University is composed of:

* + 1. **Campuses**:
			1. [Chattanooga](http://www.utc.edu/) (UTC)
			2. [Health Science Center](https://www.uthsc.edu/) (UTHSC) (based in Memphis, TN)
			3. [Knoxville](http://www.utk.edu/) (UTK)
			4. [Martin](http://www.utm.edu/) (UTM)
		2. **Institutes**:
			1. [Institute of Agriculture](file:///%5C%5Ctshome.utk.tennessee.edu%5C~%5CBlake_Drive%5CDAC_and_DBEs%5Cag.tennessee.edu) (UTIA)
				1. [AgResearch](http://taes.tennessee.edu/)
				2. [College of Agricultural Sciences and Natural Resources](https://ag.tennessee.edu/casnr/Pages/default.aspx)[[1]](#footnote-1)
				3. [College of Veterinary Medicine](file:///%5C%5Ctshome.utk.tennessee.edu%5C~%5CBlake_Drive%5CDAC_and_DBEs%5Cvetmed.tennessee.edu)
				4. [UT Extension](file:///%5C%5Ctshome.utk.tennessee.edu%5C~%5CBlake_Drive%5CDAC_and_DBEs%5Cextension.tennessee.edu)
			2. [Institute for Public Service](http://www.ips.tennessee.edu/) (IPS)
			3. [Space Institute](http://www.utsi.edu/) (located in Tullahoma, TN)[[2]](#footnote-2)
		3. **Administration**: [UT System Administration](http://tennessee.edu/) (UTSA)

The University is exempt from most taxes in the State of Tennessee, and is exempt from certain taxes in other states (CO, FL, ID, IL, IN, KA, KY, ME, MI, MN, MO, NJ, NM, ND, OH, RI, TX, WV). See the University’s [Controller’s Office website](http://controller.tennessee.edu/) for more details.

1. **Basis for Award**:
	1. The scoring committee will score each Respondent based on the criteria listed below.
	2. The University will average the scores given by each member of the committee.
	3. The University will use the following scoring criteria:

|  |  |
| --- | --- |
| **Evaluation Criteria** | **Maximum Points Possible**  |
| Mandatory requirements | Pass/Fail |
| Technical qualifications | 1000 |

* 1. The committee will make recommendations to the Office of Procurement Services based on the committee’s scoring.
	2. The Office of Procurement Services will award to up to as many suppliers as the University sees fit, provided that all suppliers who receive awards must be within a competitive range on technical qualification scores.
	3. Best Interest: Respondents will **not** be formally scored on their financial responses. Instead, the University has sole discretion to determine the nature of the price negotiation, and the pricing structure and financial incentives that best meet the University’s needs.

**Section 6: Terms Governing this Solicitation**

**Terms Governing this Solicitation: The following terms govern this solicitation.  *If a Respondent does not agree to any of the following terms, the Respondent must not bid*. The University hereby notifies Respondents that the University will not negotiate over these terms.**

1. 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.
2. Questions: Up to the deadline for questions, respondents may ask the Solicitation Coordinator questions in writing via email. In the event that a Respondent communicates with the Office of Procurement Services verbally, the Respondent acknowledges that all verbal communication is informal and does not bind the University; the only official communication about this solicitation will be via written communication. Respondent understands that it must not, and will not, rely on verbal communications with the University.
3. Pre-Bid Conference: In the event that the University hosts a mandatory pre-bid conference, if a Respondent fails to attend the conference, the University will not accept Respondent’s bid.
4. Presentations: In the event that the University hosts presentations as part of its technical evaluation process, the University may invite only some of the Respondents for a presentation. The University will make such a determination based on technical scores before the presentations.
5. Withdrawal: Respondents 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.
6. 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.
7. Evaluation Process: The University will use the evaluation process to award a contract based on the best value to the University: the best overall combination of technical and costs. Respondent understands that its response to this solicitation will be evaluated by a scoring committee. Respondent acknowledges that the scoring committee will subjectively evaluate Respondent’s technical proposal.
8. No Required Quantities or Spend; Non-Exclusive:
	1. No Required Quantities or Spend: Respondent acknowledges that any agreement that results from this solicitation will not obligate the University to purchase any specific amount of goods or services from Respondent, nor will the University be obligated to spend a minimum amount of money with Respondent.
	2. Non-Exclusive: Respondent acknowledges that any agreement that results from this solicitation will not be an exclusive agreement under which the University must procure goods or services only from Respondent. Respondent acknowledges that the University may purchase any goods or services, including the same or substantially similar goods or services, from sources other than Respondent.
9. Confidentiality:
	1. Introduction: Tennessee law limits the University’s ability to withhold records from disclosure. Respondents must assume that all documentation, including pricing, submitted to the University will be subject to disclosure. The University hereby notifies all potential respondents and respondents that placing confidentiality notices on documents submitted to the University does not make the documents confidential under Tennessee law. The University will ignore such notices. Moreover, the University will not agree to provide advanced notice of disclosure.
	2. Prohibition Against Non-Disclosure Agreements: The University will not sign non-disclosure agreements related to Respondent’s response to this solicitation.
	3. Open File Period: After the 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 the University issues a final award, all documents, including the final contract, are subject to disclosure to any Tennessee citizen.
10. Response Preparation Costs: The University will not pay any costs that a Respondent incurs associated with the preparation, submittal, or presentation of a response. By responding, each Respondent waives any claim against the University for costs the Respondent incurs as a result of responding to this solicitation.
11. Amendment; Cancellation:
	1. University’s Right to Amend: The University may amend this solicitation at any time before the response deadline. If the University amends this solicitation, the University will issue a written addendum.
	2. University’s Right to Cancel: The University may cancel this solicitation at any time. The University will have no liability to Respondents in the event of a bid cancellation.
12. Unrestricted Right to Reject: The University may reject any response for any reason.
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 waiver does not modify this solicitation’s requirements.
14. Negotiation: The University may negotiate with the top-scoring respondents in the best interest of the University.
15. Respondent’s Right to Withdraw its Response:
	1. Withdrawal: Respondents may withdraw their response at any time before the deadline for responses. To withdraw a response, a Respondent must submit a written request signed by a representative authorized to legally bind the Respondent. Respondent must send withdrawal requests to the Purchasing contact listed above.
	2. Resubmit: Respondents may resubmit a response at any time before the deadline for responses.
16. Late Responses: The University will not accept responses after the deadline listed in the Administrative Information section.
17. University’s Discretion:
	1. Generally: All decisions regarding this solicitation, including the award, are within the University’s sole discretion. The University may, for example, award to a Respondent other than the highest-scoring respondent. Further, the 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 the University’s unrestricted discretion, the University may:
		1. Reject any responses to this solicitation for any reason.
		2. Seek new proposals at any time before the response deadline.
		3. Seek clarification of additional information from any individual Respondent.
		4. Modify the selection criteria.
		5. Modify the time schedule.
		6. Conduct negotiations:
			1. The University may negotiate with all qualified Respondents.
			2. The University may negotiate with only a single Respondent.
			3. The University may elect to conduct multiple negotiation rounds, and the University may structure the negotiations in the University’s sole discretion.
			4. If the University determines costs and contract finalization discussions and negotiations are not productive, the University reserves the right to bypass the apparent best evaluated Respondent and enter into contract negotiations with the next apparent best evaluated Respondent.
18. Dispute Resolution: In the event that a Respondent disputes anything related to this solicitation, the Respondent must first follow the University’s protest procedures. If the Respondent is not satisfied with the University’s resolution of the Respondent’s protest, and if requested by the University’s Chief Financial Officer, the Respondent shall enter into mediation with the University before the Respondent pursues any formal legal action. The parties shall make reasonable efforts to resolve any dispute before filing any formal legal action.
19. **Waiver of Claims:**
	1. **Irrevocable Waiver: By responding to this solicitation, Respondent hereby irrevocably waives any claims against the 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: The University and Respondent state that this clause is material to this solicitation.**
20. University Policies:
	1. Non-Solicitation: Respondents shall comply with the University’s “Vending and Solicitations on the University Campus” policy: <http://policy.tennessee.edu/fiscal_policy/fi0325/>
21. Gift Acceptance: Respondents shall comply with the University’s “Employee Gift Acceptance Policy”: <http://policy.tennessee.edu/fiscal_policy/fi0717/>
22. Severability: The 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;
		1. 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
	2. That any unenforceable provision will remain as written in any circumstances other than those in which the provision is held to be unenforceable.
23. Compliance with Law: Respondent shall comply with applicable law.

**Exhibit 1: Pro Forma Purchase Order**

**The text below is the University’s pro forma Purchase Order terms. By responding to the solicitation, Respondent is not agreeing to this Exhibit 1. The University will, to the extent possible, negotiate the terms with the Respondent.**

***Pro Forma Purchase Order***

This Purchase Order is dated \_\_\_\_\_\_\_\_ and is between The University of Tennessee and \_\_\_\_\_\_\_\_\_\_\_\_\_ (“Supplier”).

**Background**:

1. The University issued a competitive bid solicitation #\_\_\_\_\_\_ on \_\_\_\_\_\_\_\_\_\_\_[date].
2. Supplier responded to the bid solicitation, and the University’s issued an award to Supplier through the solicitation referenced above.

**Agreement**: The parties agree as follows:

1. **Term and Termination**:
	1. Initial Term: The initial term of this agreement begins **[date]** and ends at 11:59 PM Eastern Time on **[date]**.
	2. Renewal **Term: Upon mutual written agreement, the parties may extend this agreement [extension term].**
	3. **Auto Renewal Prohibited: This agreement does not automatically renew.**
	4. **Unrestricted Termination: The University may terminate this agreement for any reason, or no reason, by providing the Supplier at least 10 days’ prior notice. Upon receiving notice, the Supplier shall stop all work.**
2. **Services: [to be completed after bid process]**
3. **Fees: [to be completed after bid process]**
4. **Shipping**:
	1. INCOTERMS 2010: The University’s shipping term is DDP under INCOTERMS 2010.
	2. Title and Risk of Loss: Title to goods, and risk of loss for goods, will pass from Supplier to the University only when the University physically receives each delivery.
	3. Right of Inspection and Rejection:
		1. The University may inspect all deliveries before accepting them, and University may reject defective or non-conforming goods.
		2. The University may reject the goods within 14 days of the University’s receipt of the goods. The first day of this 14-day time period starts on the next business day (Monday – Friday) after University receives the goods. Unless the University provides the Supplier written notice within the 14-day period, the University will be deemed to have accepted the goods on the 15th day.
		3. When the University’s staff members sign to indicate that the University has received a shipment, the signature does not constitute “acceptance” of the goods for purposes of this agreement. Rather, the signature is only acknowledgement of receipt.
5. **Use of University’s Intellectual Property**: The University hereby grants Supplier a limited, non-exclusive license to use University’s intellectual property to enable Supplier the ability to perform its obligations under this agreement. Supplier will not use University’s intellectual property for any other purpose, unless the University’s Office of Trademark Licensing grants explicit written approval.
6. **Not Exclusive**: This agreement does not create an exclusive arrangement between University and Supplier.
7. **Compliance; Monitoring; Audit**:
	1. Compliance: Supplier shall make reasonable efforts to ensure that it complies with the terms and conditions of this agreement.
	2. Monitoring: University will monitor Supplier’s performance at all times. Supplier shall cooperative with University in University’s efforts to monitor Supplier’s performance.
	3. Records; Audit:
		1. Records: Supplier shall maintain records for all expenses for which Supplier invoices the University under this agreement. Supplier shall maintain its records for at least 3 years, and shall maintain its records in accordance with generally accepted accounting principles.
		2. Audit: During the term of this agreement and for 3 years after the last payment from the University to Supplier under this agreement, the state of Tennessee Comptroller or the University’s internal audit, or both, may audit Supplier’s records that relate to this agreement.
8. **General**
	1. **Illegal Immigrants**: In compliance with the requirements of Tenn. Code Ann. § 12-3-309, Supplier hereby attests that it shall not knowingly utilize the services of an illegal immigrant in the United States in the performance of this agreement and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the United States in the performance of this agreement.
	2. **Modification; Wavier**:
		1. Modification: No amendment of this agreement will be effective unless it is in writing and signed by authorized officials of both parties. Only the University’s authorized officials have the authority to bind the University. A list of the University’s authorized officials is located here: <http://treasurer.tennessee.edu/contracts/contractsignature.html>.
		2. Waiver: No waiver of satisfaction of a condition or failure to comply with an obligation under this agreement will be effective unless it is in writing and signed by the party granting the waiver, and no such waiver will constitute a waiver of satisfaction of any other condition or failure to comply with any other obligation.
	3. **Force Majeure**: Neither party’s delay or failure to perform any provision of this agreement, as result of circumstances beyond its control (including, without limitation, war, strikes, floods, governmental restrictions, power, telecommunications or Internet failures, or damage to or destruction of any network facilities) will be deemed a breach of this agreement.
	4. **Dispute Resolution**: The parties shall make reasonable efforts to resolve any dispute before filing any formal legal action. Accordingly, the parties shall make good faith efforts to resolve any disputes amicably.
	5. **Assignment**: This agreement is personal to the University, and the University may not assign its rights or delegate its duties under this agreement.
	6. **Waiver of Claims**:
9. Respondent’s Intent: Supplier intends to protect the University’s employees from personal liability. Accordingly, Supplier intends to waive and release any claims against the University’s employees.
10. Irrevocable Waiver: Supplier hereby irrevocably waives any claims against the University’s employees or former employees. Supplier hereby covenants not to sue University employees or former employees in their individual capacity. This release and waiver applies to Supplier and Supplier’s successors, heirs, and assigns.
11. Materiality: The University and Supplier state that this clause is material to this agreement.
	1. **University Policies**:
12. Non-Solicitation: Supplier shall comply with the University’s “Vending and Solicitations on the University Campus” policy: <http://policy.tennessee.edu/fiscal_policy/fi0325/>
13. Gift Acceptance: Supplier shall comply with the University’s “Employee Gift Acceptance Policy”: <http://policy.tennessee.edu/fiscal_policy/fi0717/>
	1. **Registration with Tennessee Department of Revenue**: In compliance with the requirements of Tenn. Code Ann. § 12-3-306, the Supplier hereby attests that it 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 agreement.
	2. **Use of University Intellectual Property**: Except as allowed in this section, Supplier shall not use the University’s name, logo, or any other University-owned intellectual property for any reason, without the written consent of an authorized official of the University. During the term of this agreement, Supplier may list the University’s name in Supplier’s list of clients.
	3. **Third-Party Beneficiaries**: There are no third-party beneficiaries to this agreement.
	4. **Export Control**: University shall comply with all applicable laws governing export control. Further, University shall not, directly or indirectly, transmit, deliver, send or export any product to any foreign country (i) in violation of any of the United States export control laws or regulations, and (ii) without first obtaining the express written consent of Supplier.
	5. **Nature of Parties**: The parties intend for Supplier to be an independent contractor. Accordingly, Supplier is responsible for all taxes and insurance related to this agreement.
	6. **Severability**: The parties intend as follows:
		1. That if any provision of this agreement 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 agreement 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.
14. **Notice**:
15. For a notice or other communication under this agreement to be valid, it must be in writing and delivered (1) by hand, (2) by a national transportation company, with all fees prepaid, or (3) by registered or certified mail, return receipt requested and postage prepaid;
16. Subject to sub-section (d) below, a valid notice or other communication under this agreement will be effective when received by the party to which it is addressed. It will be deemed to have been received as follows:
17. if it is delivered by hand, delivered by a national transportation company, with all fees prepaid, or delivered by registered or certified mail, return receipt requested and postage prepaid, upon receipt as indicated by the date on the signed receipt; and
18. if the party to which it is addressed rejects or otherwise refuses to accept it, or if it cannot be delivered because of a change in address for which no notice was given, then upon that rejection, refusal, or inability to deliver.
19. For a notice or other communication to a party under this agreement to be valid, it must be addressed using the information specified below for that party or any other information specified by that party in a notice in accordance with this section.

**Supplier**:

 **[fill in]**

**University**:

Legal notices only; do not send invoices to this address:

 The University of Tennessee

 5723 Middlebrook Pike

 Knoxville, TN 37921-5946

 ATTN: Office of Procurement Services

 Fax: 865-974-2701

 Email: contracts@tennessee.edu

1. If a notice or other communication addressed to a party is received after 5:00 p.m. on a business day at the location specified in the address for that party, or on a day that is not a business day, then the notice will be deemed received at 9:00 a.m. on the next business day
2. **Entire agreement**: This agreement constitutes the entire understanding between the parties with respect to the subject matter of this agreement and supersedes all other agreements, whether written or oral, between the parties. In the event Supplier’s website, mobile applications, or other platforms contain click-wrap, browse-wrap, or shrink-wrap terms and conditions, Supplier states that such terms and conditions do not apply to University.

**Agreed**: The parties are signing this agreement on the date listed in the introductory clause.

**Supplier**:

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**University**:

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. The College of Agricultural Sciences and Natural Resources is administratively part of the UT-Knoxville and the Institute of Agriculture. [↑](#footnote-ref-1)
2. The UT Space Institute is administratively part of the UT-Knoxville Campus. [↑](#footnote-ref-2)