

## 1.0 STANDARD DOCUMENTS

### 1.1 INTRODUCTION

#### A. Purpose

As identified on the cover page, the Owner has issued this Request for Qualifications (RFQ) for the designated Project. The RFQ defines service requirements; solicits proposals; details proposal requirements; and outlines the process for evaluating proposals and selecting and contracting with a consultant (Consultant) for Master Planning. The Owner intends to contract with the highest evaluated Consultant whose proposal conforms to the RFQ.

#### B. Scope of Services

1. The Consultant's services shall consist of providing master planning services for the Project described in RFQ Section 2.3, Project Requirements and Documentation.
2. Work will include the Development of a comprehensive Master Plan which includes the following services:
  - a. Master Plan Goals and Objectives.
  - b. Review of Strategic Plan, Mission, and Vision.
  - c. Review of prior Master Plans, studies and other property/improvements information.
  - d. Identify Site Considerations.
  - e. Develop Land Use and Acquisition Plan.
  - f. Prepare Project Implementation Table and Cost
  - g. Develop Ongoing Capital Improvement Plan
  - h. Address all components of a Master Plan as outlined in the Scope of Services provided in Section 2.3.
  - i. Support approval process including UT Board of Trustees, Tennessee Higher Education Commission and State Building Commission.

#### C. Nondiscriminatory Participation

1. It is the express desire of The University of Tennessee and the State Building Commission to include an emphasis on diversity in its contractual relationships under jurisdiction of the Commission. The Commission acknowledges that firms who demonstrate and embrace diversity within their programs and policies are assisting the State in achieving its goals in building a more reflective marketplace of the community within this state.
2. No person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the State's contracted programs or activities on the grounds of disability, age, race, color, religion, sex, national origin, or other classification protected by federal or Tennessee State Constitutional or statutory law; nor shall they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the State of Tennessee or in the employment practices of the State's contractors. Accordingly, all vendors entering into contracts with the State of Tennessee shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

3. Upon request the Owner will provide the Owner's designated contact to coordinate compliance with the nondiscrimination requirements of the State of Tennessee, Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and applicable federal regulations.

## **1.2 RFQ COMMUNICATIONS**

### **A. Notice of Intent to Propose**

1. Potential proposers shall submit a Request for RFQ Communications by email to the RFQ Coordinator. The notice should include the following.

- Proposer's organization name
- Name and title of a contact person
- Contact person's telephone number and email address

2. The Owner will convey all official communications and addenda to such proposers.
3. The Request for RFQ Communications must be submitted no later than the date detailed in RFQ Section 2.1, Schedule of Events.
4. Such notice creates no obligation and is not a prerequisite for making a proposal.

### **B. RFQ Addenda and Cancellation**

1. The Owner reserves the right to issue addenda to this RFQ in writing up to five days prior to the Proposal Deadline.
2. The Owner reserves the right, at its sole discretion, to cancel and reissue this RFQ or to cancel this RFQ in its entirety.

### **C. Additional Communications Processes**

1. Unauthorized contact regarding this RFQ with employees or officials of the Owner or of the State of Tennessee other than the RFQ Coordinator may result in disqualification.
2. Interested parties and potential proposers must direct all communications regarding this RFQ to the RFQ Coordinator who is the Owner's official point of contact for this RFQ.
3. Notwithstanding the foregoing, for information and assistance regarding this RFQ interested parties may contact the staff of the Governor's Office of Diversity Business Enterprise.
4. The SBC Number for the Project shown on the cover must be referenced in all communications regarding the RFQ.
5. Oral communications shall be considered unofficial and non-binding with regard to this RFQ.
6. Each proposer shall assume the risk of the method of dispatching a communication or proposal to the Owner. The Owner assumes no responsibility for delays or delivery failures resulting from the method of dispatch. "Postmarking" of a communication or proposal shall not substitute for actual receipt of a communication or proposal by the Owner.
7. Only the Owner's official written responses and communications shall be considered binding with regard to this RFQ.

8. The Owner reserves the right to determine, at its sole discretion, the method of conveying official written responses and communications pursuant to this RFQ such as by letter, by email, or by website posting.

### **1.3 PRE-PROPOSAL CONFERENCE AND PROPOSER COMMENTS**

#### **A. Pre-Proposal Conference**

1. A Pre-Proposal Conference will be held at the time, date, and location detailed in RFQ Section 2.1, Schedule of Events. Attendance is not a prerequisite for making a proposal.
2. The purpose of the Pre-Proposal Conference is to discuss the RFQ scope of services and contract requirements. While questions will be entertained, the oral response to a question at the conference shall be considered tentative and non-binding with regard to this RFQ.

#### **B. Proposer Comments and Waiver of Objections**

1. Each proposer shall carefully review this RFQ and all attachments for comments, questions, defects, objections, or other matters requiring clarification or correction, collectively called Comments. Comments must be made in writing and received by the RFQ Coordinator no later than the Comments Deadline detailed in the RFQ Section 2.1, Schedule of Events.
2. A proposer's protests based on objections concerning the RFQ shall be considered waived and invalid if Comments relevant to the objections have not been brought to the attention of the RFQ Coordinator, in writing, by the Comments Deadline detailed in RFQ Section 2.1, Schedule of Events.
3. The Owner reserves the right to determine, at its sole discretion, the appropriate and adequate responses to Comments. The Owner's official responses to Comments pursuant to this RFQ shall be issued as an addendum to this RFQ.

### **1.4 PROPOSAL REQUIREMENTS**

#### **A. Proposal Deadline and Location**

1. Section 2.1, Schedule of Events, details the requirements for the location and the deadline time and date for submitting a proposal. A late proposal or a proposal not submitted to the designated location will not be accepted.
2. The proposal deadline time shall be established by the timepiece of the Owner.

#### **B. Proposal Contents**

1. A proposal must respond to the description of Consultant scope of services, contract requirements, and proposal requirements described in this written RFQ and RFQ attachments, exhibits, or addenda.
2. No portion of a proposal may be delivered orally or by means of electronic transmission.
3. A proposal in response to this RFQ shall consist of a Qualifications Statement as described herein and RFQ Section 2.2.

4. Each proposer must submit eight copies of the Qualifications Statement and a single digital file copy in a searchable PDF format on a flash drive, not password protected. The digital file should not exceed 20 MB and should be named using the following format: "<Proposer Name> Master Planning <SBC Number>". The proposer must enclose the Qualifications Proposal copies and flash drive in a sealed package clearly marked as follows.

**Qualifications Statement**

<<Project Name>>

SBC No. <<Number>>

Submitted By:

<<Consultant Name>>

<<Contact Person Name, Address, Telephone Number, Email>>

**C. Qualification Statement Requirements**

1. No pricing information shall be included in the Qualification Statement. Inclusion in the Qualification Statement of a direct or implied revelation of cost information shall make the proposal non-responsive and the Owner will reject it.
2. Each proposer must use RFQ Section 2.2 to guide organization of the Qualification Statement. Each proposer shall duplicate RFQ Section 2.2 for use as the Table of Contents for the Qualification Statement by adding proposal page numbers and the proposer's name as indicated. The proposer must address all items for all sections and provide, in sequence, the required information and documentation with the associated item references.
3. The Qualification Statement must be economically prepared, with emphasis on completeness and clarity of content, legibly written, brief, and to the point in a direct response to the information requested for each item. All material must be on standard 8 1/2" x 11" paper with exceptions permitted for foldouts containing non-text information such as charts and spreadsheets. The proposal must be in a spiral bound format that lays flat on a desktop.
4. All pages must be numbered excluding covers.
5. The Qualification Statement should not exceed 50 pages excluding covers. Pages or sheets with print on both sides will be counted as two pages.
6. All information included in a Qualification Statement shall be relevant to a specific requirement detailed in RFQ Section 2.2. All information must be incorporated into a response to a specific requirement and clearly referenced. Information not meeting these criteria will be deemed extraneous and will in no way contribute to the evaluation process.

**D. Proposal Prohibitions and Right of Rejection**

1. Each proposal must comply with all of the terms and requirements of this RFQ and all applicable State laws and regulations. The Owner reserves the right, at its sole discretion, to consider non-responsive and reject a proposal that does not comply with all of the terms, conditions, and performance requirements of this RFQ.
2. A proposal of alternate services (i.e., a proposal that offers services different from those requested by this RFQ) may be considered non-responsive and rejected.

3. A proposer shall not restrict the rights of the Owner or otherwise qualify a proposal. The Owner may determine such a proposal to be a non-responsive counteroffer and reject the proposal.
4. A proposer shall not submit the proposer's own contract terms and conditions in a response to this RFQ. If a proposal contains such terms and conditions, the Owner may determine, at its sole discretion, the proposal to be a non-responsive counteroffer, and the proposal may be rejected.
5. A proposer shall not submit more than one proposal. Submitting more than one proposal shall result in the disqualification of the proposer.
6. A proposer shall not submit multiple proposals in different forms. This prohibited action shall be defined as a proposer submitting one proposal as a Consultant and permitting a second proposer to submit another proposal with the first proposer offered as a sub-consultant. This restriction does not prohibit different proposers from offering the same sub-consultant as a part of their proposals, provided that the subconsultant does not also submit a proposal as a Consultant. Submitting multiple proposals in different forms may result in the disqualification of all proposers knowingly involved.
7. The Owner will reject a proposal if the proposal was not arrived at independently without collusion, consultation, communication, or agreement as to a matter relating to such prices with another proposer. Regardless of the time of detection, the Owner shall consider the foregoing prohibited actions that are detected to be grounds for proposal rejection or contract termination.
8. The Owner reserves the right, at its sole discretion, to reject any and all proposals in accordance with applicable laws and regulations.
9. The Owner will not contract with or consider a proposal from:
  - a. an individual who is, or within the past six months has been, an employee or official of the State of Tennessee;
  - b. a company, corporation, or other contracting entity in which an ownership of two percent or more is held by an individual who is, or within the past six months has been, an employee or official of the State of Tennessee (this shall not apply either to financial interests that have been placed into a "blind trust" arrangement pursuant to which the employee does not have knowledge of the retention or disposition of such interests or to the ownership of publicly traded stocks or bonds where such ownership constitutes less than two percent of the total outstanding amount of the stocks or bonds of the issuing entity);
  - c. a company, corporation, or other contracting entity which employs an individual who is, or within the past six months has been, an employee or official of the State of Tennessee in a position that would allow the direct or indirect use or disclosure of information, which was obtained through or in connection with his or her employment and not made available to the general public, for the purpose of furthering the private interest or personal profit of a person; or,
  - d. an individual, company, or other entity involved in assisting the Owner in the development, formulation, or drafting of this RFQ or its scope of services shall be considered to have been given information that would afford an unfair advantage over other proposers, and such individual, company, or other entity may not submit a proposal in response to this RFQ.

- e. for the purposes of applying the requirements herein, an individual shall be deemed an employee or official of the State of Tennessee until such time as all compensation for salary, termination pay, and annual leave has been paid.

E. Waiver of Variances

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

F. Proposal Withdrawal

A proposer may withdraw a submitted proposal at any time up to the Proposal Deadline time and date detailed in RFQ Section 2.1, Schedule of Events. To do so, a proposer must submit a written request, signed by a proposer's authorized representative to withdraw a proposal. After withdrawing a previously submitted proposal, a proposer may submit another proposal at any time up to the Proposal Deadline.

G. Proposal Errors and Amendments

Each proposer is liable for all proposal errors or omissions. A proposer may not alter or amend proposal documents after the Proposal Deadline time and date detailed in RFQ Section 2.1, Schedule of Events, unless such is requested in writing and approved by the Owner.

H. Proposal Preparation Costs

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

I. Disclosure of Proposal Contents

1. Each proposal and all materials submitted to the Owner in response to this RFQ shall become the property of the Owner. Selection or rejection of a proposal does not affect this right. All proposal information shall be held in confidence during the evaluation process. Notwithstanding, a list of actual proposers submitting timely proposals may be available to the public, upon request, immediately after Qualification Statement are opened by the Owner.
2. By submitting a proposal, the proposer acknowledges and accepts that the full proposal contents and associated documents shall become open to public inspection in accordance with Tennessee Code Annotated (TCA), § 10-7-504(a)(7).

J. Licensure and Qualifications

1. A proposer must hold all necessary, applicable business and professional licenses as may be required for specific services. The Owner may require a proposer to submit evidence of proper licensure.
2. The proposer and its subconsultants shall not knowingly utilize the services of an illegal immigrant in the performance of the Work, and shall not knowingly utilize the services of a subconsultant or sub-subconsultant who utilizes the services of an illegal immigrant in the performance of the Work.
3. In compliance with the Iran Divestment Act proposals submitted shall not include

a consultant or subconsultant on the list created pursuant to TCA § 12-12-106.

K. Proposals by Joint Ventures

1. A form of joint venture business arrangement may be proposed for this Project. However, the Owner prefers that a single firm serve as the Project leader and administrative manager supported by business partners and consultants that serve under the management of that single firm. If a Proposer intends to submit a Proposal as a joint venture, then the following requirements shall apply:
  - i. For the purposes of this RFP, the Owner recognizes a joint venture as separate organizations or business entities that intend to combine professional or technical expertise and business experience, and to share contractual and Project responsibilities in performance of a contract pursuant to this RFP.
  - ii. Each joint venture participant shall meet the licensure and insurance requirements stated in the RFP.
2. A subconsultant to a Proposer is not a joint venture participant.

L. Severability

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

M. Material Changes in Performance Capabilities Prior to Award

Material changes are defined as changes in the operations, management or performance capabilities of the proposer that may impact performance of the contract requirements. If there are material changes after the submission of the proposal, but prior to award of the contract, the proposer shall immediately notify the Owner of the details of such changes. The Owner reserves the right to disqualify the proposer for a material change.

N. Audited Statements

The Owner reserves the right to request CPA audited or reviewed financial statements prepared in accordance with generally accepted accounting principles. If the requested documents do not support the financial stability of the proposer the Owner reserves the right to reject the proposal.

## 1.5 CONTRACT REQUIREMENTS

A. Assignment and Subcontracting

1. The Proposer awarded a contract pursuant to this RFQ shall not transfer or assign a portion of the contract without the Owner's prior, written approval.
2. A subconsultant may only be substituted for a proposed subconsultant at the discretion of the Owner and with the Owner's prior, written approval.
3. At its sole discretion, the Owner reserves the right to refuse approval of a subconsultant, transfer, or assignment.
4. Notwithstanding the use of subconsultants, the successful Proposer awarded a

contract under this RFQ, shall be the prime consultant and shall be responsible for all work performed.

B. Right to Refuse Personnel

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

C. Insurance

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

D. Contract Award

1. The RFQ Coordinator will forward the evaluation results to the responsible Owner official, who will consider the results and all pertinent information available to make a recommendation of contract award to the SBC. The Owner reserves the right to make an award recommendation without further discussion of a proposal.
2. Prior to approval of the SBC, the Owner will issue an Intent to Award Notice to identify the apparent highest evaluated proposal on the date detailed in the RFQ Section 2.1, Schedule of Events. The Intent to Award Notice shall not create rights, interests, or claims of entitlement in either the Proposer with apparent highest evaluated proposal or another Proposer.
3. The Owner will make the RFQ files available for public inspection on the date in the RFQ Section 2.1, Schedule of Events.
4. RFQ protest procedures are located in the SBC Policies and Procedures posted on the OSA's website.
5. The Owner reserves the right, at its sole discretion, to add terms and conditions or to revise pro forma contract requirements in the Owner's best interests subsequent to this RFQ process. No such terms and conditions or revision of contract requirements shall materially affect the basis of proposal evaluations or negatively impact the competitive nature of the RFQ process.
6. The Proposer with the apparent highest evaluated proposal must sign and return the contract drawn by the Owner pursuant to this RFQ within ten calendar days of receipt of the contract form provided by the Owner. If the Proposer fails to provide the signed contract within this time period, the Owner may determine the Proposer non-responsive to the terms of this RFQ and reject the proposal.
7. The RFQ process does not obligate the Owner and does not create rights, interests, or claims of entitlement in Proposers. Contract award and the Owner obligations pursuant thereto shall commence only after contract approval of all State officials as required by State laws and regulations and not prior to the Proposer's receipt of a fully signed contract.

E. Contract Payments

All contract payments shall be made in accordance with the contract's provisions for Payment Terms and Conditions as detailed in Section B, Pro Forma Task Order Contract (MC) Between Owner and Consultant. No payment shall be made until the



contract is approved as required by State laws and regulations. Under no conditions shall the Owner be liable for payment associated with the contract or responsible for work done by the Consultant, even work done in good faith and even if the Consultant is orally directed to proceed with the delivery of services, if it occurs before contract approval by the Owner as required by applicable statutes and rules of the State of Tennessee or before the contract start date or before the Consultant's receipt of a fully executed contract or after the contract end date specified by the contract.

F. Consultant Performance

The Consultant shall be responsible for the completion of all work set out in the contract. All work is subject to inspection, evaluation, and acceptance by the Owner. The Owner may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract.

## 1.6 PRO FORMA TASK ORDER AGREEMENT

### AGREEMENT

between

**THE STATE OF TENNESSEE**

**The University of Tennessee**

and

**(Consultant Name)**

**SBC Project No. 540/000-XX-20XX**

This Agreement, by and between the State of Tennessee, **University of Tennessee**, hereinafter referred to as the OWNER and **(Designer Name)**, hereinafter referred to as the CONSULTANT, is for the provision of master planning, analysis and related services, as further defined in the "SCOPE OF SERVICES", below.

The OWNER and the CONSULTANT, having agreed to the conditions outlined in Articles A through D below; hereby enter into the following Agreement:

#### **A. SCOPE OF SERVICES: Master Planner Consultant for UT**

1. The CONSULTANT shall provide such professional advice and assistance as the State may request regarding the development of a Master Plan which may include work associated with strategic planning, visioning, and mission as related to the development goals which are pertinent to the Master Plan, identification of security and safety needs, projections associated with FTE enrollment, evaluation of previous master plans, greenspace review, land use acquisition updates, circulation and transportation evaluation, campus infrastructure assessment, renewal, reprogramming, and asset maintenance planning, and space needs utilization and affinity program alignment, produce master plan graphics and maps, conduct initial information gathering including as needed for each assignment, cost estimating for construction of infrastructure, roads, site improvements, proposed renovations and new construction along with possible phases plans for priority planning.
2. Any work to be done by the CONSULTANT shall be approved in writing by the OWNER prior to the start of the work. Each OWNER approved scope of work ("Service") and not to exceed price shall be set forth in writing by the Head of the State Procurement Agency (SPA) or their delegated appointee and referred to herein as a "Task Order". For the purposes of this Agreement, the CONSULTANT's Principal is **(Principal name and title)** and the Head of the SPA is Austin Oakes, Executive Director of Capital Projects.

#### **B. PAYMENT TERMS AND CONDITIONS:**

1. For the Work performed under this Agreement, as defined in Section A, the CONSULTANT shall be compensated based upon the not to exceed amount set forth in the Task Order. This amount shall be the maximum amount for the work performed and the total compensation due the CONSULTANT for the Service and all of the CONSULTANT's obligations under such Task Order regardless of the difficulty, hours worked, or materials or equipment required. The Task Order price includes, but is not limited to, all applicable taxes, fees, site visitation and investigation, analysis, planning work, cost estimating, and overheads, profit, and all other direct and indirect costs incurred or to be incurred, by the CONSULTANT, except as noted in this Task Order.
2. The CONSULTANT shall furnish a **monthly** summary sheet of all Task Orders under this Agreement, identifying each project expenditure, and the total expenditures to date for Work

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performed under this Agreement. The CONSULTANT's compensation for services is based on a multiple of Direct Personnel Expense (DPE), determined as follows

3. Time for all individuals providing services under this Agreement shall be billed at the individual's typical or standard rate, in dollars per hour, calculated as set forth below and not to exceed the hourly rate set forth in the Task Order.
  - a. The typical or standard hourly rate for any employees (not principals or owners) of CONSULTANT shall not exceed a multiple of two and forty-five one hundredths (2.45) times the individual's DPE. The term "Direct Personnel Expense" means the actual cost of the individual to the company, which may not exceed one hundred thirty nine percent (139%) of the individual's base salary. "Direct Personnel Expense" includes the cost of the individual's base salary and of mandatory and customary benefits such as statutory employee benefits, insurance, sick leave, holidays and vacations, pensions, and similar benefits.
  - b. The typical or standard hourly rate for any principals and owners of CONSULTANT shall not exceed the greater of (A) a multiple of two and forty-five one hundredths (2.45) times the individual's DPE or (B) the average of the highest typical or standard hourly rate charged by an employee under the employ of said principal or owner for services provided under this Agreement.
4. Invoices to the CONSULTANT for surveys, tests, reports or other outside professional services for work authorized under this Agreement, shall be paid to the CONSULTANT with a fee, where the total payment does not to exceed one and twenty-one hundredths (1.20) times the amount invoiced to the CONSULTANT.
5. The OWNER shall reimburse the CONSULTANT the actual verified cost of reproduction of drawings and specifications, computer services, renderings and models, and special supplies authorized by the STATE.
6. The CONSULTANT shall not be reimbursed for any traveling or living expenses in connection with this Agreement, unless approved in writing in advance by the OWNER. If approved, compensation to the CONSULTANT for travel, meals, and/or lodging shall be in the amount of actual costs, subject to maximum amounts and limitations specified in the "University of Tennessee Travel Regulations," as they are amended from time to time.
7. Intentionally deleted.
8. The CONSULTANT shall submit all invoices, in a form acceptable to the OWNER with all of the necessary supporting documentation, prior to any reimbursement of allowable costs. Such invoices will be submitted monthly and shall include any reimbursement for travel expenses as defined under Paragraph 6 of this Section.
9. The Payment of an invoice by the OWNER shall not prejudice the OWNER's right to object to or to question any invoice or matter in relation thereto. Such payment by the OWNER shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the costs invoiced therein. CONSULTANT's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the OWNER, on the basis of audits conducted in accordance with the terms of this Agreement, not to constitute allowable costs. Any payment shall be reduced for over-payments or increased for under-payments on subsequent invoices.
10. In no event shall the maximum liability of the OWNER under this Agreement exceed One Million and No/100thd Dollars (\$1,000,000.00).

### C. TERM:

1. Term. This Agreement shall be effective for the period commencing on the date of full and complete

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execution of this Agreement and ending on **the date that is ten (10) years after the date of the last signature on this Agreement**. The CONSULTANT hereby acknowledges and affirms that the STATE shall have no obligation for services rendered by the CONSULTANT which were not performed within this specified Agreement period.

2. Intentionally Deleted.
3. In Process Work Term Extension. This Agreement shall be automatically extended for a period beginning at the end of the final term for the purpose of completing all Task Order activities associated with any authorized work initiated during the term of this Agreement.

### **D. STANDARD TERMS AND CONDITIONS:**

1. The OWNER is not bound by this Agreement until it is approved by the appropriate Owner officials as indicated on the signature page of this Agreement.
2. This Agreement 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 Agreement, upon submission of a thirty (30) day written notice.
3. The OWNER may terminate this Agreement by giving the CONSULTANT at least thirty (30) days written notice before the effective termination date. The CONSULTANT shall be entitled to receive compensation for the services in an amount which the State determines to be equitable compensation for any work which has been completed prior to the date of termination.
4. If the CONSULTANT fails to properly perform its obligations under this Agreement or violates any terms of this Agreement, the OWNER shall have the right to immediately terminate this Agreement and withhold payments in excess of fair compensation for completed services. The CONSULTANT shall not be relieved of liability to the OWNER for damages sustained by virtue of any breach of this Agreement by the CONSULTANT.
5. The CONSULTANT shall not assign this Agreement or enter into a sub-Agreement for any of the services performed under this Agreement without obtaining the prior written approval of the OWNER. If such sub-Agreements are approved by the OWNER, they shall contain, at a minimum, Paragraphs D.6 and D.8 of this Agreement.
6. The CONSULTANT warrants that no part amounts under this Agreement shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation or gifts in exchange for acting as an officer, agent, employee, sub-contractor, or consultant to the CONSULTANT in connection with any work contemplated or performed relative to this Agreement.
7. The CONSULTANT shall maintain documentation for all charges against the OWNER under this Agreement. The books, records, and documents of the CONSULTANT, insofar as they relate this Agreement, shall be maintained for a period of five (5) years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State agency or the Comptroller of the Treasury, or their duly appointed representatives. The records shall be maintained in accordance with generally accepted accounting principles.
8. No person on the grounds of handicap, race, color, religion, sex, or national origin will be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this Agreement, or in the employment practices of the CONSULTANT. The CONSULTANT shall, upon request, show proof of such non-discrimination, and shall post in conspicuous places, available to all employees and applicants, notices on non-discrimination.
9. Prohibition of Illegal Immigrants
  - a. 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 Agreement to supply goods

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or services to the State of Tennessee, shall be a material provision of this Agreement, a breach of which shall be grounds for monetary and other penalties, including termination of this Agreement.

- b. 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 Agreement and shall not knowingly utilize the services of any sub-contractor or consultant who will utilize the services of any illegal immigrant in the performance of this Agreement. The Consultant shall affirm this attestation, in writing, by his signature on this Agreement.
  - c. The Consultant understands and agrees that failure to comply with this section will be subject to the sanctions of Public Chapter 878 of 2006 for acts or omissions occurring after its effective date. This law provides for the prohibition of a Consultant from any sub-Agreement with, or submitting an offer, proposal, or bid to Agreement 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 Agreement.
  - d. For purposes of this Agreement, "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 Agreement.
10. The CONSULTANT shall maintain insurance coverage with the limits set forth below. CONSULTANT's certificates of insurance, in a form acceptable to the OWNER, shall be provided to the OWNER before the date of this Agreement and thereafter upon written request. The certificate of insurance required by this paragraph shall contain a provision requiring notice of cancellation to the OWNER.
- a. Commercial General Liability
    - Each Occurrence \$1,000,000
    - Aggregate \$1,000,000
  - b. Commercial Automobile Liability
    - Any Auto – Each Accident, Combined Single Limit \$1,000,000
  - c. Workers' Compensation as required by statute, including employer's liability with limits of:
    - Each Accident \$ 100,000
    - Disease, each employee \$ 100,000
    - Disease, policy limits \$ 500,000
  - d. Professional Liability Insurance
    - Each Claim \$1,000,000
    - Annual Aggregate \$1,000,000
11. The CONSULTANT agrees to pay all taxes incurred in performance of this Agreement.
12. The STATE shall have no liability except as specifically provided in this Agreement.
13. The CONSULTANT shall comply with all applicable Federal and State laws and regulations in the performance of this Agreement.
14. This Agreement shall be governed by laws of the State of Tennessee.

This Agreement is entered into on this the \_\_\_\_\_ day of \_\_\_\_\_ 2021.

**Consultant:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

**The University of Tennessee:**

\_\_\_\_\_  
Austin Oakes  
Assistant Vice President, Office of Capital Projects

\_\_\_\_\_  
Date

**Approved as to Form and Legality:**

\_\_\_\_\_  
C. Ryan Stinnett  
General Counsel

\_\_\_\_\_  
Date

**The State:**

\_\_\_\_\_  
Ann McGauran  
State Architect

\_\_\_\_\_  
Date

\_\_\_\_\_  
Project Name  
SBC No. 540/011-02-2021

**Project Name**

\_\_\_\_\_  
**Responsible Account**

## 1.7 EVALUATION GUIDE

### A. Scoring

The evaluation process is designed to award the Proposer with the highest total score which is derived from the highest total points of the Qualification Statement provided in Section 2.2, Qualification Statement.

### B. Process

1. After the proposal deadline provided in RFQ Section 2.1, Schedule of Events, the Owner will open and review each Qualification Statement for a “Pass” or “Fail” evaluation based on compliance with each of the Mandatory Requirements of Section 2.2, Qualification Statement, and the following proposal format and content requirements.
  - a. Received on or before the proposal deadline.
  - b. Number of copies, digital file, and packaging as required.
  - c. Formatted as required and does not exceed size or page number limits.
  - d. Contains no bid amount information.
  - e. Proposer did not submit alternate proposals.
  - f. Proposer did not submit multiple proposals in a different form.
  - g. Does not contain restrictions of the rights of the Owner or other qualification of the proposal.
2. If the Owner determines that a proposal may have failed to meet one or more of the “Pass or Fail” criteria or the proposal format and content requirements, the Evaluation Team, described below, will review that proposal and make its own determination, documented in writing, of whether (1) the proposal meets requirements for further evaluation or (2) the Owner will request clarifications or corrections to enable further evaluation or (3) the Owner will determine the proposal non-responsive to the RFQ and reject it.
3. An Evaluation Team made up of three or more employees of the State of Tennessee will evaluate responsive proposals. The Evaluation Team may utilize technical advisers.
4. The Owner may contact references provided by the proposer and other sources available for reference information.
5. Each Evaluation Team member will independently evaluate proposals and assign points using Section B, Qualifications and Experience, and Section C, Technical Approach, in RFQ Section 2.2, Qualifications Statement.
6. The Owner reserves the right, at its sole discretion, to request proposer clarification of a Technical Proposal or to conduct clarification discussions with proposers. Such discussions shall be limited to specific sections of the proposal identified by the Owner. The subject proposer shall put the resulting clarification in writing as may be required by the Owner.
7. The Owner reserves the right to receive an oral presentation from a proposer. Oral presentation topics and the number of firms presenting are at the sole discretion of the Owner.

## MASTER PLAN RFQ STANDARD DOCUMENTS

8. Using the scores from the Evaluation Team, the Owner will develop Qualification Statement Scores. For each proposer the median score of all evaluators' scores is determined for both Qualification Statement Sections B and C. The two median scores for each proposer are added to determine the proposer's total Qualification Statement Score.
9. After Qualification Statement Proposal evaluations are completed the Owner will advise proposers of evaluation results.
10. The evaluation team of the Owner will then negotiate a contract with the best qualified Proposer for services at compensation which the evaluation team and Owner determines to be fair and reasonable.
11. Should the evaluation team and Owner be unable to negotiate a satisfactory contract with the firm considered to best qualified, at a price determined to be fair and reasonable, negotiations will continue with other qualified firms until an agreement is reached.

END