Request for Qualified Suppliers (“RFQ-S”)

Solicitation # 20008561

Title: Printing Services

Publication date: 7/10/2017

Deadline for questions: 7/18/2017 at 4:59 PM 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: Dianne Holmes
Title: Purchasing Agent
Email: dholmes2@uthsc.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.

Presentations: May be scheduled at a later date.

Sections:
- Section 1: Scope
- Section 2: Mandatory qualifications
- Section 3: Respondent questionnaire
- Section 4: Technical response
- Section 5: Cost response
- Section 6: Administrative Information: Instructions and Basis for Award
- Section 7: Terms that govern this solicitation

Exhibits: Exhibit 1: Pro forma Purchase Order
Section 1: Scope

A. **Term:**
   a. **Initial term:** The initial term of any Purchase Order will be September 1, 2017 – August 31, 2018.
   
   b. **Renewal term:** Upon mutual agreement of the Supplier and the University, the University may renew the Purchase Order for up to 4 one-year terms.
   
   c. **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.

B. **General Scope:** Kiosk Printing Station for Student Use

   1. **Expanded Scope:** After the University issues a Purchase Order, the University may negotiate with the Respondent to include any of Respondent’s services or products. This expanded scope includes goods or services that Respondent offers after the date 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 or 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. **Use of University Logo and Brand**

   Any use of University Logo and Brand must be submitted in writing and approved in writing by UTHSC Communications and Marketing.

7. **Required Insurance**

   The Successful Bidder shall file with the Purchasing Services Office of the University of Tennessee, Memphis, prior to commencing work, an appropriate certificate of insurance evidencing compliance with the insurance requirements stated below. The appropriate University purchase order number or contract number should be indicated on the certificate of insurance or cover later for same.

   The certificate of insurance shall name the University of Tennessee as an additional insured under the required policies of liability insurance set forth in the insurance requirements of these specifications.

   The insurance required hereunder naming the University of Tennessee as an additional insured shall be primary and non-contributory insurance to any and all insurance that might be in force for the benefit of the University of Tennessee.

   The successful bidder who provides products and services to the University of Tennessee will provide the University with satisfactory evidence of the following insurance coverage:

   - **A. Worker’s compensation and industrial diseases insurance** in the statutory amounts, and employer’s liability in the amount of $100,000 each accident, each employee/$500,000 policy limit.
   - **B. General liability insurance** of comprehensive general liability insurance, including contractual liability, products/completed operation, and contractor’s broad form liability in an amount equal to $1,000,000 each occurrence/$2,000,000 general aggregate.
   - **C. If applicable, automobile liability insurance**, including non-owned and hired automobiles, in an amount equal to $1,000,000 combined single limits of liability.
   - **D. Contractors Pollution Liability Insurance** in the amount of $1,000,000.
   - **E. Umbrella Liability Insurance** in the amount of $5,000,000.

   Such insurance shall be written by insurers acceptable to the University of Tennessee. The certificate of insurance shall indicate whether the policy or policies of insurance are written on a claims-made or occurrence basis.
Section 3: Respondent Questionnaire

A. **Respondent Questionnaire:** Note: The information below will help the University administer any resulting purchase order. The information in this questionnaire sub-section is not scored.

1. **Respondent—Basic Information:**
   i. Provide Respondent’s main address, telephone and fax number.
   
   ii. Provide Respondent’s FEIN (note: if Respondent is an individual, do **not** list any Social Security Numbers).
   
   iii. Provide Respondent’s main contact for this solicitation, including telephone number and email address.
   
   iv. Provide any details of all past or pending litigation or claims filed against your company that would affect your company’s performance under an Agreement with UT System.
   
   v. Provide any details of all past or pending criminal charges against Respondent’s current employees.
   
   vi. Is Respondent’s business currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, please explain the impact both in organizational and directional terms.

2. **State of Tennessee:** List all currently active contracts/agreements that Respondent has with any State of Tennessee government agency, including county, city, and State agencies.

Section 4: 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.

A. **Technical Proposal:**
UTHSC is seeking proposals from vendors that can provide a total of 15 free standing wireless printing kiosks for student’s use on their personal equipment. The kiosks will be scattered across an urban campus in multiple buildings. The Memphis Campus has approximately 40 buildings and is spread over many city blocks. The system must provide the following services.

- Relay Wireless Prints from Windows, Apple, and Android devices
- Utilize any Wi-Fi network
- HIPAA and FERPA compliance
- ADA compliance
- Wheelchair and visual impairment accommodations possible
- App for Android and iOS devices
- Scan and relay files with the Android or iOS Apps
- Traditional Print Driver relay of print jobs from computers
- Web Relay (login to a website and upload a print job)
- USB relay- USB port on the front of the kiosk so students can just plug a flash drive in and print from it
- Blackboard Integration- login at the kiosk without a computer involved
- Google Drive Integration- login at the kiosk without a computer involved
- One Drive Integration -login at the kiosk without a computer involved
- Dropbox Integration- login at the kiosk without a computer involved
- Box Integration- login at the kiosk without a computer involved
- Ability to email print jobs to an email address and have them show up when you go to the kiosk
- No up-front equipment cost
- No additional costs for integration with campus cards
- No software or license fees
- No user fees regardless of number of customers
- No limit on number of kiosks provided
- Kiosks and all printer equipment provided for no up-front cost
- Consumables included (paper, toner, printer hardware consumables like belt and fuser)
- Kiosk repair and replacement included
- Ability to swipe UTHSC ID cards, associate to LDAP and show printable files
- Card tagging so that one may log into a kiosk with another card
- Ability to login as a guest- no UTHSC ID required
- Ability to login at the kiosk using LDAP, Active Directory or Shibboleth and then print
- Automatic Logout of WEPA print relay on shared computers
- Print Preview for some jobs
- Format some jobs at the kiosk
- Kiosk can be installed anywhere with power and internet connection
- Discounted Duplex black & white prints (.07 per page)
- Reach help or support via
  - Phone
• Email
• Or Chat
• 24/7 support for the printer hardware and software

• Request a refund via any of the three communication methods listed above
• Ability to pay for prints with credit or debit card
• Ability to pay with International credit cards
• University specific wrap or branding of kiosks
• High Profile, Low Profile, and Wheelchair model kiosks available
• 24/7 monitoring of kiosks for University staff via
  o Email
  o Text
  o Or Web Interface
• Black & White, and Color printing available at every kiosk
• Kiosks have touch screen interface
• Kiosks have locked access to printer
• Print Microsoft Office files, JPEGs, BMP and PDF files
• Bidders must be willing to provide a kiosk for thirty (30) day for testing purposes upon University’s written request.

Section 5: Cost Response

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

1. Please provide the fee matrix that the University can expect to these kiosks.
   i. Cost per print for both black and white and color copies.
   ii. Any monthly fees associated with maintenance or support of the kiosks.
   iii. Any upfront cost that the University will be expected to pay for the equipment and/or programming.
   iv. Any other fees or cost that the University can expect for these pieces of equipment.
Section 6: Administrative Information: Instructions and Basis for Award

A. Basic Instructions

1) Proposal Submission: Vendors shall provide 1 hard copy and 1 electronic copy (USB or CD) for both the Technical and Pricing Proposals. Inclusion of any pricing information in the technical proposal will result in the proposal being disqualified.

2) Communication: As a reminder, Respondents may only communicate with the Solicitation Coordinator or other staff member of the Office of Procurement Services.

B. 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:
   i. 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.

   ii. Purchase Orders: Only the University’s staff members the Office of Procurement Services may sign a Purchase Order related to this solicitation.

   iii. 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/contractssignature.html. Respondents must not contact these officials directly. Any contract signed by an unauthorized University employee does not bind the University.

C. 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:
i. **Campuses:**
   1. Chattanooga (UTC)
   2. Health Science Center (UTHSC) (based in Memphis, TN)
   3. Knoxville (UTK)
   4. Martin (UTM)

ii. **Institutes:**
   1. Institute of Agriculture (UTIA)
      1. AgResearch
      2. College of Agricultural Sciences and Natural Resources
      3. College of Veterinary Medicine
      4. UT Extension
   2. Institute for Public Service (IPS)
   3. Space Institute (located in Tullahoma, TN)

iii. **Administration:** UT System Administration (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 for more details.

D. **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:

<table>
<thead>
<tr>
<th>Evaluation Criteria</th>
<th>Maximum Points Possible</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mandatory requirements</td>
<td>Pass/Fail</td>
</tr>
<tr>
<td>Technical qualifications</td>
<td>1000</td>
</tr>
</tbody>
</table>

4) The committee will make recommendations to the Office of Procurement Services based on the committee’s scoring.

5) 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.

6) **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.

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1 The College of Agricultural Sciences and Natural Resources is administratively part of the UT-Knoxville and the Institute of Agriculture.
2 The UT Space Institute is administratively part of the UT-Knoxville Campus.
Section 7: 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.

A. **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.

B. **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.

C. **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.

D. **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.

E. **Withdrawal:** Respondents may withdraw their proposal at any time before the submission deadline. Respondent may submit a revised or new proposal at any time before the submission deadline.

F. **Addenda:** 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.

G. **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.

H. **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.

I. **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.

J. **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.

K. **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.

L. **Unrestricted Right to Reject:** The University may reject any response for any reason.

M. **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.

N. **Negotiation:** The University may negotiate with the top-scoring respondents in the best interest of the University.

O. **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.

P. **Late Responses:** The University will not accept responses after the deadline listed in the Administrative Information section.

Q. **University’s Discretion:**
   1) **Generally:** All decisions regarding this solicitation, including the award, are within 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:
   
   i. Reject any responses to this solicitation for any reason.
   
   ii. Seek new proposals at any time before the response deadline.
   
   iii. Seek clarification of additional information from any individual Respondent.
   
   iv. Modify the selection criteria.
   
   v. Modify the time schedule.
   
   vi. Conduct negotiations:
      
      1. 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.

   iv. 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.

R. **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.

S. **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.

T. **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/](http://policy.tennessee.edu/fiscal_policy/fi0325/)

U. **Gift Acceptance:** Respondents shall comply with the University’s “Employee Gift Acceptance Policy”: [http://policy.tennessee.edu/fiscal_policy/fi0717/](http://policy.tennessee.edu/fiscal_policy/fi0717/)

V. **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;

      i. 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.

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

a) The University issued a competitive bid solicitation #______ on ___________ [date].

b) 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:**
   a. **Initial Term:** The initial term of this agreement begins [date] and ends at 11:59 PM Eastern Time on [date].
   b. **Renewal Term:** Upon mutual written agreement, the parties may extend this agreement [extension term].
   c. **Auto Renewal Prohibited:** This agreement does not automatically renew.
   d. **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:**
   a. **INCOTERMS 2010:** The University’s shipping term is DDP under INCOTERMS 2010.
   b. **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.
   c. **Right of Inspection and Rejection:**
i. The University may inspect all deliveries before accepting them, and University may reject defective or non-conforming goods.

ii. 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.

iii. 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.

d. Insurance:

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 ofTrademark Licensing grants explicit written approval.

6) **Not Exclusive:** This agreement does not create an exclusive arrangement between University and Supplier.

7) **Compliance; Monitoring; Audit:**
   a. **Compliance:** Supplier shall make reasonable efforts to ensure that it complies with the terms and conditions of this agreement.

   b. **Monitoring:** University will monitor Supplier’s performance at all times. Supplier shall cooperative with University in University’s efforts to monitor Supplier’s performance.

   c. **Records; Audit:**
      i. **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.

      ii. **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**
   a. **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.

   b. **Modification; Waiver:**
      iii. **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/contractsSignature.html](http://treasurer.tennessee.edu/contracts/contractsSignature.html).

      iv. **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.

c. **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.

d. **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.

e. **Assignment**: This agreement is personal to the University, and the University may not assign its rights or delegate its duties under this agreement.

f. **Waiver of Claims**:  
i. **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.

ii. **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.

iii. **Materiality**: The University and Supplier state that this clause is material to this agreement.

g. **University Policies**:  
i. **Non-Solicitation**: Supplier shall comply with the University’s “Vending and Solicitations on the University Campus” policy: [http://policy.tennessee.edu/fiscal_policy/fi0325/](http://policy.tennessee.edu/fiscal_policy/fi0325/)

ii. **Gift Acceptance**: Supplier shall comply with the University’s “Employee Gift Acceptance Policy”: [http://policy.tennessee.edu/fiscal_policy/fi0717/](http://policy.tennessee.edu/fiscal_policy/fi0717/)

h. **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.

i. **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.

j. **Third-Party Beneficiaries**: There are no third-party beneficiaries to this agreement.

k. **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.
l. **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.

m. **Severability:** The parties intend as follows:
   i. 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;
   ii. 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
   iii. That any unenforceable provision will remain as written in any circumstances other than those in which the provision is held to be unenforceable.

9) **Notice:**
   a. 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;
   b. 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:
      i. 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;
      ii. 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.
   c. 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 Health Science Center  
  847 Monroe Ave, Suite 205  
  Memphis, TN 38163  
  ATTN: Office of Procurement Services

  Fax: 901-448-8028
  Email: dholmes2@uthsc.edu

d. 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

10) **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.

<table>
<thead>
<tr>
<th>University:</th>
<th>Supplier:</th>
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<tbody>
<tr>
<td>Signature:</td>
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