



Request for Proposal

RFP TITLE Library Consultant

RFP # 10052820

Issue Date: June 15, 2016

Due Date: July 15, 2016 at 2:30 pm

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SECTION 1 – INTRODUCTION

1.1 Scope of Work

The UTHSC Health Sciences Library seeks assistance in the development of conceptual designs and technology systems within the Library as part of a space renovation. The space renovations cover two floors within the Library totaling approximately 20,000 square feet.

The primary goal of the renovation is to create a Learning Commons, a multifunctional, collaborative, student-focused center that incorporates other campus services, on the 1st floor of the Library. Individual student study areas will be the focus of the 3rd floor of the Library to address this critical campus need for students. Additionally, a coffee shop will be integrated into the Library as part of the redesign.

The Library desires consultation services for the development of the renovation design to include overall floor plan layouts and conceptual recommendations for technology systems, space adjacencies, furnishings and individual room layouts for select spaces. Acoustic and sound pollution concerns within the Library will be addressed in the design concept. The design will create more effective, efficient, and collaborative educational spaces within the library and, as much as possible, future-proof these systems and spaces.

The successful consultant will conduct site visits to determine the functional, aesthetic, sustainability, and budgetary needs of the Library. The consultant will facilitate focus groups with Library Stakeholders and present photos, sketches, and floor plans from institutions with similar program elements. Library Stakeholders will include students, faculty, library personnel, and personnel from other campus academic support units. Emerging technologies in audio, video, displays, computing, telecommunications, and personal communications that have relevance to the Library will be presented. Stakeholder feedback will be used to determine which attributes and elements will be included in the renovation design.

1.2 Terms of the Agreement

This is a one-time agreement. There will be no optional additional years.

1.3 Number of Awardees

The university intends to award this RFP to one proposer unless the university deems it to be in their best interest to make the award to a smaller or larger number of proposers. The university will have sole discretion over this decision.

1.4 RFP Communications

Communication about this RFP with employees or officials of the University of Tennessee except as detailed below may result in disqualification from this procurement process. The university has exclusive discretion in making this determination.

Proposers may make written inquiries concerning this RFP via e-mail to the Purchasing Department employee shown below. All inquiries must be received by five business days before the RFP closes. Individual questions will not be answered directly to the submitter. All material questions submitted shall be responded to as an amendment to the RFP. The amendment will be posted on the University of Tennessee Purchasing website. Any oral communications shall be considered unofficial and non-binding with regard to the RFP. Only the University's official, written responses shall be considered binding with regard to the RFP. It is the proposer's responsibility to ensure that written questions have been received and to check Purchasing's website to see if any amendments have been issued.

Dianne Holmes
Purchasing Agent
University of Tennessee Health Science Center
901-448-7272
Dholmes2@uthsc.edu

1.5 Amendments and Cancellation

The university may amend or cancel this solicitation at any time before the response deadline. Amendments will be issues through a written addendum.

1.6 Assistance to Proposers with a Disability

In the event that a Respondent has a disability, the University will accommodate Respondent related to communications about this solicitation and participating in this solicitation. A Respondent with a disability may contact the RFP Coordinator to request reasonable accommodation no later than the Disability Accommodation Request Deadline.

1.7 Issuing Office:

The University of Tennessee
Purchasing Department
Dianne Holmes
Purchasing Agent
University of Tennessee Health Science Center
901-448-7272
Dholmes2@uthsc.edu

1.8 RFP Schedule – Note the University reserves the right to change these dates. All times are:

Release date	June 15, 2016
Acknowledgement Due	June 22, 2016
RFP CLOSES: All proposals must be submitted by this date/time	July 15, 2016 at 2:30 pm Central Time
Questions due to UTHSC	June 28, 2016
Completion of Technical Evaluation	August 1, 2016
Presentations – if applicable	August 9, 2016
Rescoring of Technical Evaluations – if applicable	August 9, 2016
Cost proposals open	August 10, 2016
Best and Final Offer Issued	August 11, 2016
Best and Final Offer Due	August 16, 2016 at 2:30 pm Central Time
Notice of an Intent to Award	August 30, 2016
Effective Date of the Agreement	September 15, 2016

SECTION TWO - INSTRUCTIONS

2.1 Proposal Submission.

Proposals must be submitted in writing and sealed in a separate envelop from the cost proposal before August 15, 2016 at 2:30 Central Time. It is understood and agreed that all proposals shall remain firm for a period of at least ninety (90) calendar days from the proposal due date.

2.3 Confidential Information

Any proprietary or confidential materials contained in the proposal will be subject to the Tennessee Open Records Act, TCA 10-7-503. All responses, inquiries, or correspondence

relating to or in reference to this RFP, and all other reports, charts, displays, schedules, exhibits, and other documentation submitted by the Proposers will become the property of the University when received. All proposal material submitted and evaluation documents will remain confidential, as provided by law, until after the University announces the notice of intent to award to the successful proposer.

2.4 Proposal Preparation Costs

All labor, materials, and miscellaneous costs incurred and expended by a participating proposer in order to respond and produce and perform the submittal requirements of this RFP shall be borne entirely by the proposer. In responding to the RFP, the participating proposer agrees that it will indemnify and hold harmless the University against any charges, costs, or claims that may arise as a result of their participation in this RFP.

2.5 Response Deadline

Proposals received after the deadline will not be considered.

2.6 Withdrawal of Proposals

A proposal may be withdrawn after its submission by written or facsimile request signed by the Proposer or authorized representative, prior to the time and date specified for proposal submission. Proposals may be withdrawn and resubmitted in the same manner, if done prior to the submission deadline. Withdrawal or modification offered in any other manner will not be considered.

2.7 Travel Expenses

Any travel expenses must be billed in accordance with The University of Tennessee Travel Policy found at the below link.

http://policy.tennessee.edu/fiscal_policy/fi0705/

SECTION THREE – EVALUATION AND AWARD

3.1 Proposal Process

The process being used will not rely on price as the sole determining factor in selection. The University reserves the right to negotiate with the best proposer as deemed to be in the best interest of the University. This solicitation does not commit The University of Tennessee to award a contract, to pay any costs incurred in the preparation of a proposal, or to procure or contract for the articles of goods or services.

3.2 Acceptance and Rejection of Proposals

The University reserves the right to reject any and all proposals, waive any informalities in the proposals received and accept any proposal that, in its opinion, is in the best interests of the University. The University does not obligate itself to accept the proposal with the highest RFP score and/or lowest cost. The University further reserves the right to reject all proposals received as a result of this request, to re-solicit proposals, or to continue with the current contractor for these services. The university may also waive minor variances or immaterial defects in a response. The University will be the sole judge as to whether the respondent's proposal has or has not satisfactorily met the requirements of this RFP and is considered most advantageous.

3.3 Alternative Proposals.

A proposer may submit more than one proposal, each of which must follow the requirements of the RFP. The proposer's prime proposal must be complete and comply with all instructions. The alternative proposals may be in abbreviated form following the Proposal Response Outline but providing complete information only for sections which differ in any way from those contained in the prime proposal. If alternative proposals are submitted, the reasons for the alternative(s) and its comparative benefits should be explained. Each proposal submitted will be evaluated in its own merits.

3.4 Evaluation Process

The University will review and score all responses that meet the minimum and mandatory requirements and specifications. Such proposals are deemed to be "responsive". Proposals which, in the judgement of the University, fail to offer sufficient and substantive compliance with these requirements may be eliminated from further consideration.

After the technical proposals have been evaluated and scored, the scoring committee will select the highest scoring proposer(s) to invite for a presentation. The Committee will decide how many to invite. Proposers not invited for a presentation, have been eliminated from initial consideration. If all other proposers are later rejected by the university, it may then reconsider proposer not invited to presentation. Upon completion of the presentations, if applicable, the scoring committee will re-evaluate and rescore points from the Proposer's technical response.

The financial (cost) will not be opened by the RFP Coordinator until the technical rescoring has been completed by the committee. The financial proposals will be scored by the RFP Coordinator. Based upon the scores, the highest scoring proposers may be asked to present a best and final financial (cost) offer. The committee will determine the number of proposers to request a best and final offer from. If a proposer is not invited, they have been eliminated from consideration at this point. The cost will be re-scored and combined with the technical scores to determine the highest scoring proposer.

Scores will be calculated based on the following table.

Technical Proposal	Points
General Qualifications & Experience	200 max points
Technical Approach	500 max points
Cost Proposal	
Cost of Goods or Services	300 max points
Total	1000 max points

3.5 Award

The University will award to the proposer(s) who scores the highest, unless the University determines that doing so is not in its best interest. It is the University's intent to award to one vendor unless it is deemed to be in the best interest of the University to award to more than one. The University reserves the right to negotiate terms, however, should the University and the highest scoring proposer be unable to reach mutually agreeable terms and conditions, the University reserves the right to reject the proposal and negotiate terms of an agreement with the next highest scoring proposer.

If the agreement with the successful proposer is terminated for any reason prior to the agreements termination date, the university may elect to substitute the next highest scoring proposer, if they are willing to honor the prices in their initial proposal.

A Purchasing Department of the University of Tennessee is the only office authorized to award a purchase order for the required services.

3.6 File Inspection

After the evaluation process is completed, all proposers responding to the RFP will sent a notification indicating the university's intention to award to the successful respondent and their right to inspect all proposals received, evaluation results and other data relating to the procurement.

SECTION 4 - TECHNICAL RESPONSE

4.1 Instructions

Responses should be numbered to correspond to the numbers for each item listed below. Pertinent supplemental information should be referenced and included as attachments. Proposals should be concise, straightforward and prepared simply and economically. Expensive displays, bindings, or promotional materials are neither desired nor required. These instructions, however, should not be construed as limiting a proposal's content to the point that relevant or essential data would be excluded.

If the proposer cannot fully satisfy the requirement, the item should still be referenced and an explanation provided. Failure to provide a response to every question or request will be interpreted by the University as an inability of the proposer to provide the requested product, service or function and may result in your submission being non-responsive.

4.2 Mandatory Qualifications

The university will review the mandatory responses to determine if the requirements are addressed and will mark each with pass or fail. The university will have sole discretion in making this determination and may seek clarification from a proposer, if there is any doubt with regard to the requirement being met.

4.2 General Qualifications and Experience

	Mandatory Requirement Items	Pass/Fail
A.1	Provide a valid, certification of insurance for workers compensation, general liability, auto, malpractice, performance bonds or other types of required insurance.	
A.2	Provide audited financial statements, credit reports, credit references or other required financial documents.	
A.3	Note any exceptions to the terms listed in Attachment A. If no exceptions are noted, the vendor agrees to these terms and they apply to any award result from this agreement. The university reserves the right to reject any proposals that list exceptions to these terms.	
A.5	Provide a statements that with in the past three years the proposer has not been convicted of or had civil judgement rendered against them for a fraudulent related transactions. Proposers not providing this statement shall be disqualified.	
A.6	Other required items that can be determined on a yes/no basis such as years of experience, number to transactions, number of clients, or other objective standards	

Sections B and C are the General and Technical response requirement. All specific response items represent the minimum information to be submitted. Incomplete responses in terms of content, aberrations in form may, at the University's discretion, render the proposal non-responsive. The RFP response must be written and organized in the exact order of each line item in this RFP. If your proposal is not in this format or does not include all of the listed items, it may be deemed nonresponsive. Include any requirement on the part of the university, if your proposal is accepted. Also provide any additional information that may be useful to the university in evaluating your proposal. As part of the review process, the university may require proposers to clarify the information submitted. This clarification process may be conducted through written or electronic correspondence.

	General Qualifications & Experience Items.
B1.	Detail the name, e-mail address, mailing address, telephone number, and facsimile number of the person the university should contact regarding the response.
B.2.	Describe the Respondent's form of business (<i>i.e.</i> , individual, sole proprietor, corporation, non-profit corporation, partnership, limited liability company) and business location (physical location or domicile).
B.3.	Detail the number of years the Respondent has been in business.
B.4.	Briefly describe how long the Respondent has been providing the goods or services required by this RFP.
B.5.	Describe the Respondent's number of employees, client base, and location of offices.
B.6.	Provide a statement of whether there have been any mergers, acquisitions, or change of control of the Respondent within the last ten (10) years. If so, include an explanation providing relevant details.
B.7.	Provide a statement of whether the Respondent or, to the Respondent's knowledge, any of the Respondent's employees, agents, independent contractors, or subcontractors, involved in the delivery of goods or performance of services on a contract pursuant to this RFP, have been convicted of, pled guilty to, or pled <i>nolo contendere</i> to any felony. If so, include an explanation providing relevant details.
B.8.	Provide a statement of whether, in the last ten (10) years, the Respondent has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors. If so, include an explanation providing relevant details.
B.9.	<p>Provide a statement of whether there is any material, pending litigation against the Respondent that the Respondent should reasonably believe could adversely affect its ability to meet contract requirements pursuant to this RFP or is likely to have a material adverse effect on the Respondent's financial condition. If such exists, list each separately, explain the relevant details, and attach the opinion of counsel addressing whether and to what extent it would impair the Respondent's performance in a contract pursuant to this RFP.</p> <p>NOTE: All persons, agencies, firms, or other entities that provide legal opinions regarding the Respondent must be properly licensed to render such opinions. The university may require the Respondent to submit proof of license for each person or entity that renders such opinions.</p>
B.10.	Provide a statement of whether there is any pending or in progress Securities Exchange Commission investigations involving the Respondent. If such exists, list each separately, explain the relevant details, and attach the opinion of counsel addressing whether and to what extent it will impair the Respondent's performance in a contract pursuant to this RFP.

	General Qualifications & Experience Items.
	NOTE: All persons, agencies, firms, or other entities that provide legal opinions regarding the Respondent must be properly licensed to render such opinions. The university may require the Respondent to submit proof of license for each person or entity that renders such opinions.
B.11.	Provide a brief, descriptive statement detailing evidence of the Respondent's ability to deliver the goods or services sought under this RFP (<i>e.g.</i> , prior experience, training, certifications, resources, program and quality management systems, <i>etc.</i>).
B.12.	Provide a narrative description of the proposed project team, its members, and organizational structure along with an organizational chart identifying the key people who will be assigned to deliver the goods or services required by this RFP.
B.13.	Provide a personnel roster listing the names of key people who the Respondent will assign to meet the Respondent's requirements under this RFP along with the estimated number of hours that each individual will devote to that performance. Follow the personnel roster with a resume for each of the people listed. The resumes must detail the individual's title, education, current position with the Respondent, and employment history.

B.14.	<p>Provide a statement of whether the Respondent intends to use subcontractors to meet the Respondent's requirements of any contract awarded pursuant to this RFP, and if so, detail:</p> <ul style="list-style-type: none"> (a) the names of the subcontractors along with the contact person, mailing address, telephone number, and e-mail address for each; (b) a description of the scope and portions of the goods each subcontractor involved in the delivery of goods or performance of the services each subcontractor will perform; <u>and</u> (c) a statement specifying that each proposed subcontractor has expressly assented to being proposed as a subcontractor in the Respondent's response to this RFP.
B.15.	<p>Provide documentation of the Respondent's commitment to diversity and indicate if they are registered with the Governor's Office of Diversity Business Enterprise (Go-DBE). Please visit the Go-DBE website at https://tn.diversitysoftware.com/FrontEnd/StartCertification.asp?TN=tn&XID=9265 for more information.</p>
B.16.	<p>Provide a statement of whether or not the Respondent has any current contracts with the university or has completed any contracts with the State of Tennessee, The University of Tennessee or Tennessee Board of Regents schools within the previous five (5) year period. If so, provide the following information for all of the current and completed contracts:</p> <ul style="list-style-type: none"> (a) the name, title, telephone number and e-mail address of the State contact knowledgeable about the contract; (b) the procuring State agency name; (c) a brief description of the contract's scope of services; (d) the contract period; and (e) the contract number. <p>NOTES: Current or prior contracts are <u>not</u> a prerequisite and are <u>not</u> required for the maximum evaluation score, and the existence of such contracts will <u>not</u> automatically result in the addition or deduction of evaluation points.</p>
B.17.	<p>Provide customer references from individuals (who are <u>not</u> current or former officials or staff of the university) for projects similar to the services sought under this RFP and which represent:</p> <ul style="list-style-type: none"> ▪ two (2) of the larger accounts currently serviced by the Respondent, <u>and</u> ▪ three (3) completed projects. <p>Include the name, title, phone number and e-mail address for each reference.</p> <p>Use the form in Attachment B.</p>

B.18.	<p>Provide a statement and any relevant details addressing whether the Respondent is any of the following:</p> <ul style="list-style-type: none"> (a) is presently debarred, suspended, proposed for debarment, or voluntarily excluded from covered transactions by any federal or state department or agency; (b) has within the past three (3) years, been convicted of, or had a civil judgment rendered against the contracting party from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (c) is presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed above; and has within a three (3) year period preceding the contract had one or more public transactions (federal, state, or local) terminated for cause or default.
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4.3 Technical Qualifications

	Section C— Technical Qualifications, Experience & Approach Items
C.1.	Provide an executive summary of the technical proposal that will give the evaluation committee a broad understanding of the entire proposal. Illustrates the Respondent's understanding of the university's requirements and project schedule.
C.2.	Provide a narrative that illustrates how the Respondent will complete the scope of services, accomplish required objectives, and meet the university's project schedule.
C.3.	Provide a narrative that illustrates how the Respondent will manage the project, ensure completion of the scope of services, and accomplish required objectives within the university's project schedule.
C.4	Describe all deliverables in detail including deadlines, service requirements, etc.
C.5	Discuss how the pricing will be verified and reports that will be provided

4.4 Deliverables

These deliverables will be required for the successful responder.

	Section D— Technical Qualifications, Deliverables
D.1.	The consultant will submit a preliminary concept design recommendation report including sketches, photos, and renderings for space layouts, narrative recommendations, adjacencies, acoustical concepts, furnishings, technology systems, and cost estimates.
D.2.	The successful recipient will provide a final concept design recommendation report will be submitted after meeting with the Library Director and other Stakeholders.
D.3.	The successful recipient will provide a report that will serve as a decision making tool for planning and budgeting. This report should detail good, better and best design for aesthetics and functionality for floors 1 and 3 of the UTHSC Library.

4.4 Cost Information

Cost proposal points will be based on the information provided by the proposers in their financial proposal response of the RFP. The response must be in US dollars and must include all possible costs to the university. The maximum points possible for the financial proposal are 300 points. The proposal with the lowest price gets the total maximum points. The subsequent financial scores are based on the following formula:

Financial Score= ((Lowest price amount from all proposals)/ (other proposal price being evaluated)) x maximum number of points

Cost Item Description	Proposed Cost	Evaluation	
		Factor	Evaluation Cost (cost x factor)
		300 max points	
1st Floor of Library Design	\$/Fee	\$	
3rd Floor of Library Design	\$/Fee	\$	
IF successful -Fee for Oversight of Actual Project	\$/Fee	\$	
Total		\$	
EVALUATION COST AMOUNT (sum of evaluation costs above):			
<div>lowest evaluation cost amount from <u>all</u> proposals</div> <hr/> <div>evaluation cost amount being evaluated</div>		x 300 points	= SCORE:

The University of Tennessee Health Science Center

Request for Proposal # 10052820

ACKNOWLEDGMENT OF RECEIPT AND INTENTION

Please complete this form as soon as possible and email contact below.

This is to acknowledge receipt of Request for Proposal 10052820 **for** UTHSC dated June 9, 2016. Acknowledgement form is due on June 22, 2016. Sealed proposals are due July 15, 2016 at 2:30 pm Central Time.

Check one:

☐ Our firm intends to submit a proposal and hereby requests to receive any addenda or other correspondence related to this RFP.

☐ Our firm does not intend to submit a proposal and does not wish to receive any addenda or other correspondence related to this RFP.

Firm Name	Mailing Address
Contact Person	City, State Zip
Signature	Phone Number
Date	Fax Number
Email address	Website

PLEASE EMAIL THIS ACKNOWLEDGMENT TO:

The University of Tennessee Health Science Center
Purchasing Services Office
Attention: Dianne Holmes
Email: dholmes2@uthsc.edu

ATTACHMENT A

**TECHNICAL
FORM OF PROPOSAL
RFP 10052820**

(i)

In response to Request for Proposal (RFP), the undersigned presents this Technical Proposal to provide a proposal to the University of Tennessee Health Science Center in accordance with the RFP documents contained herein. The proposer agrees to be bound by all terms and conditions of the RFP and to enter into a contract for the proposed services if selected as the successful bidding during the bidding phase. Inclusion of Price Proposal dollar amounts in the Technical Proposal shall make the entire Proposal non-responsive.

Firm Name

Signature

Street Address

Typed Name

City/State/Zip Code

Title

Phone No.

Date

Fax No.

Federal ID Number

Email Address

NOTE: ONE ORIGINAL AND ONE ELECTRONIC (USB/CD) COPY OF THE COMPLETE TECHNICAL PROPOSAL, UNDER SEAL, SHOULD BE SUBMITTED.

ATTACHMENT B
RFP 10052820
REFERENCES

Reference 1

Institution	
Contact Person	
Address	
Phone	
Fax	
Email	
Dates of Contract	

Reference 2

Institution	
Contact Person	
Address	
Phone	
Fax	
Email	
Dates of Contract	

Reference 3

Institution	
Contact Person	
Address	
Phone	
Fax	
Email	
Dates of Contract	

Reference 4

Institution	
Contact Person	
Address	
Phone	
Fax	
Email	
Dates of Contract	

ATTACHMENT C

THE UNIVERSITY OF TENNESSEE
ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE
REQUEST FOR PROPOSAL# 10052820

ITEM OR SERVICE:	
CONTRACTOR LEGAL ENTITY NAME:	
FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number)	

In compliance with the requirements of Chapter 878, Tennessee Public Acts of 2006, the Bidder hereby attests that, if awarded this bid requirement, the Bidder shall not knowingly utilize the services of an illegal immigrant in the performance of the Contract or Purchase Order and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of the Contract or Purchase Order.

SIGNATURE & DATE: _____

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Contractor.

NOTE: The bidder should enter the company's legal name and Federal Employer Identification Number or Social Security Number in the appropriate space and then sign and date this form.

**ATTACHMENT D
PRICING
FORM OF PROPOSAL
RFP 10052820**

In response to Request for Proposal (RFP), the undersigned presents this Technical Proposal to provide a consulting service to the University of Tennessee Health Science Center in accordance with the RFP documents contained herein. The proposer agrees to be bound by all terms and conditions of the RFP and to enter into a contract for the proposed services if selected as the successful bidding during the bidding phase. Inclusion of Price Proposal dollar amounts in the Technical Proposal shall make the entire Proposal non-responsive.

Firm Name

Signature

Street Address

Typed Name

City/State/Zip Code

Title

Phone No.

Date

Fax No.

Federal ID Number

Email Address

NOTE: ONE ORIGINAL AND ONE ELECTRONIC (USB/CD) COPY OF THE COMPLETE TECHNICAL PROPOSAL, UNDER SEAL, SHOULD BE SUBMITTED.

ATTACHMENT E
SAMPLE UTHSC CONTRACT
RFP 10052820

THE UNIVERSITY OF TENNESSEE
CONTRACT

This Contract, made and entered into on _____, documents the agreement between the University _____ of _____ Tennessee _____ ("University") and _____ ("Contractor").

This Contract consists of this cover page, the signature page, the University's Standard Terms and Conditions, and ____additional pages. Terms contained on this cover page and the University's Standard Terms and Conditions shall prevail over those of any attachment unless otherwise stated under "Other terms" below.

The Contractor will provide the following:

The Period of Performance under this Contract is from _____ through _____. However, the University may terminate this Contract by giving the Contractor at least thirty (30) days written notice before the effective termination date, in which event the Contractor shall be entitled to receive pro rata compensation for work completed as of the termination date.

The University will compensate Contractor \$_____ per _____.

Other payment terms (Put N/A if none):

The University's maximum financial obligation under this Contract is \$_____. University's maximum financial obligation is not subject to increase for any reason, unless this Contract is amended by a written amendment that is signed by authorized officials of both parties.

It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise contract or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The Contractor, being an independent contractor, agrees to carry adequate public liability and other appropriate forms of insurance, and to pay all taxes incident to this Contract. The University shall have no liability except as specifically provided in this Contract.

In witness of their acceptance of the terms of this agreement, the parties have had this Contract executed by their duly authorized representatives.

FOR CONTRACTOR:

ADDRESS:

PHONE:

FEDERAL ID #:

Name:

Title:

Officer

Date

FOR UNIVERSITY:

DEPARTMENT NAME:

RESPONSIBLE ACCOUNT:

Anthony A. Ferrara

Vice Chancellor / Chief Financial

Date

UNIVERSITY'S STANDARD TERMS AND CONDITIONS

1. The University is not bound by this Contract until it is approved and signed by appropriate University authorized official(s). A list of the University's authorized officials is located here:
<http://treasurer.tennessee.edu/contracts/contractsignature.html>
2. This Contract may be modified only by a written amendment which has been executed and approved by the authorized officials of both parties. A list of the University's authorized officials is located here:
<http://treasurer.tennessee.edu/contracts/contractsignature.html>
3. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the University.
4. Unless otherwise indicated on the reverse, if this Contract provides for reimbursement for travel, meals or lodging, such reimbursement must be made in accordance with University travel policies.
5. The Contractor warrants that no part of the total Contract amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor, or consultant to Contractor in connection with any work contemplated or performed relative to this Contract, and that no employee or official of the State of Tennessee holds a controlling interest in the Contractor. If the Contractor is an individual, the Contractor certifies that he/she is not presently employed by the University or any other agency or institution of the State of Tennessee; that he/she has not retired from or terminated such employment within the past six months; and that he/she will not be so employed during the term of this Contract.
6. The Contractor shall maintain documentation for all charges against the University under this Contract. The books, records and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment, and shall be subject to audit, at any reasonable time and upon reasonable notice, by the University or the Comptroller of the Treasury, or their duly appointed representatives. These records shall be maintained in accordance with generally accepted accounting principles.
7. No person on the grounds of disability, age, race, color, religion, sex, national origin, veteran status or any other classification protected by Federal and/or Tennessee State constitutional and/or statutory law shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract. The Contractor shall, upon request, show proof of such nondiscrimination, and shall post in conspicuous places, available to all employees and applicants, notice of nondiscrimination.
8. The Contractor shall comply with all applicable Federal and State laws and regulations in the performance of this Contract.
9. This Contract shall be governed by the laws of the State of Tennessee, which provide that the University has liability coverage solely under the terms and limits of the Tennessee Claims Commission Act.
10. The Contractor shall avoid at all times any conflict of interests between his/her duties and responsibilities as a Contractor and his/her interests outside the scope of any current or future Contracts. The following principles define the general parameters of a conflict of interests prohibited by the University:
 - a. Contractor's outside interests shall not interfere with or compromise his/her judgment and objectivity with respect to his/her duties and responsibilities to the University.
 - b. A Contractor shall not make or influence University decisions or use University resources in a manner that results in:

Financial gain outside any current or future Contracts for either the Contractor or his/her relatives or Unfair advantage to or favored treatment for a third party outside the University.
 - c. A Contractor's outside financial interests shall not affect the design, conduct, or reporting of research. The Contractor certifies that he/she has no conflicts of interests and has disclosed in writing the following:
 - a. Any partners or employees of the Contractor who are also employees of the University.
 - b. Any relatives of the Contractor's partners or employees who work for the University.
 - c. Any outside interest that may interfere with or compromise his/her judgment and objectivity with respect to his/her responsibilities to the University.
11. If the Contractor fails to perform properly its obligations under this Contract or violates any term of this Contract, the University shall have the right to terminate this Contract immediately and withhold payments in excess of fair compensation for completed services. The Contractor shall not be relieved of liability to the University for damages sustained by breach of this Contract by the Contractor.
12. It is understood by the Contractor that the University will possess all rights to any creations, inventions, other intellectual property, and materials, including copyright or patents in the same, which arise out of, are prepared by, or are developed in the course of the Contractor's performance under this Contract. The Contractor and the University acknowledge and agree that the Contractor's work under this Contract shall belong to the University as "work-made-for-hire" (as such term is defined in U.S. Copyright Law). To the extent Contractor's work is not deemed to constitute "work-made-for-hire," Contractor hereby assigns and transfers to the University all of Contractor's right, title and interest in and to any creations, inventions, other intellectual property, and materials, including copyright or patents in the same, which arise out of, are prepared by, or are developed in the course of the Contractor's performance under this Contract.
13. For personal, professional, and consultant services, the Contractor shall submit brief, periodic progress reports to the University as requested.
14. In compliance with the requirements of Tenn. Code Ann. § 12-3-309, for any contract for goods or services purchased by the University, the Contractor hereby attests that the Contractor shall not knowingly utilize the

services of an illegal immigrant in the performances of this Contract 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 the Contract.

15. Any activities performed within the University of Tennessee facilities in support of this contract shall be executed in accordance with all applicable safety and environmental standards. Covered activities include but are not limited to the installation, servicing and maintenance of devices or equipment. Requisite safety standards include those promulgated by the Tennessee Occupational Safety and Health Administration (TOSHA), the Tennessee Department of Environment and Conservation (TDEC), Tennessee Division of Radiological Health, and any other regulation or related consensus standards which may apply to the device, equipment, or services covered under this contract. All hazardous substances and materials, including waste, under the control of the contractor shall be managed in accordance with applicable EPA and TDEC regulations. *Failure to abide by regulatory requirements may result in termination of the contract by the university. Any fines imposed against the University as the result of a contractor's failure to abide by regulations shall be the contractor's responsibility.*

16. This Contract is the entire agreement between the University (including University employees and other end users) and Contractor. In the event Contractor enters into terms of use, end user agreements, or other agreements or understandings, whether electronic, click-through, or shrink-wrap, and whether verbal or written, with University employees or other end users, such agreements shall be null, void, and without effect, and the terms of this Contract shall apply.

17. In compliance with the requirements of Tenn. Code Ann. § 12-3-306, the Contractor hereby attests that the Contractor has registered with the State of Tennessee's Department of Revenue for the collection of Tennessee sales and use tax. This registration requirement is a material requirement of this Contract.

ATTACHMENT F
RFP 10052820
SEALED PROPOSAL LABELS

The Sealed Price Proposal and the Sealed Technical Proposal must be contained in separate envelopes. These separately sealed and labeled envelopes may be sent together in a larger envelope or box. Please cut out these labels, highlight the border in red and affix to the lower left corner of the envelopes in which the Cost Proposal and Technical Proposal are submitted. Your company's name and address should appear in the upper left corner of the envelopes.

SEALED TECHNICAL PROPOSAL

The University of Tennessee Health
Science Center, Memphis

RFP # 10051442

Date of Opening: November 25, 2015

Time of Opening: 2:30 pm Central

Library Consultant

SEALED COST PROPOSAL

The University of Tennessee Health
Science Center, Memphis

RFP # 10051442

Date of Opening: November 25, 2015

Time of Opening: 2:30 pm Central

Library Consultant