

The University of Tennessee

REQUEST FOR Qualification:
Statewide Facilities Space Utilization Consultant
for the

Statewide Facilities Space Utilization

540/000-XX-2024

The University of Tennessee

November 19, 2024

RFQ COORDINATOR:

Rebecca Douglas

The Department of Capital Projects

505 Summer Place – UT Tower 9th Floor

Knoxville, TN 37902

865.974.2628; designer@tennessee.edu

<https://capitalprojects.tennessee.edu/fp/>

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Section A: Introduction and Basic Information

1. **Purpose and Scope:** The University of Tennessee (University) issues this RFQ to identify qualified Consultants interested in developing space utilization assessment services across each of their campuses at Chattanooga, Knoxville, Martin, Memphis, Pulaski, Tullahoma, and various locations for Agriculture Research and Education Centers. Surveys will be conducted across classrooms, laboratories, and possible office usages. The University intends to enter into an agreement with a Consultant that will deliver services as detailed herein.

Consultants interested in responding to this RFQ must submit Qualifications Statements in accordance with the requirements provided below.

Summary of Project and Required Services

This project will provide space utilization assessment survey services to enable a system wide grading scale for classrooms spaces which will assist in creating a standardized template for future evaluations, building a database, and assisting in prioritizing future upgrades and improvements. Surveys will be conducted on campus wide classrooms for Chattanooga, Health Science Center, Knoxville, Martin, and Pulaski campus with select spaces being reviewed on the outlying units. Offices, laboratories, research, and athletic space surveys may be requested as an “add on” service to a campus if desired. The University is open to reviewing software program recommendations, but the software is not part of the main deliverable of the is project.

Main Objectives Include:

- A. Maximize Space Utilization
- B. Data to Provide Justification for New Space
- C. Interactive Dashboards/Reporting
- D. Efficient means to Prioritize Projects
- E. Method to Prioritize Capital Projects

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

- A. Develop Space Initial Utilization Reports for Classrooms at each campus:
 - 1) Classroom Space Needs Assessments
 - 2) Scheduled Use by Day and Time
 - 3) Instructional Space Utilization
 - 4) Classroom Demand
 - 5) Facilities Audit and Inventory Development
 - 6) Comparative Analysis
 - 7) Space Metrics and Standards
 - 8) Space Reallocation and Migration
 - 9) Priority of Needs
 - 10) Educational Efficacy Assessment
 - 11) Program Planning
 - 12) Determine the extent and severity of the deferred renewal liability.
- B. Assist in developing a strategic plan for classrooms both campus hosted, and department owned.
 - 1) Review of instructional lecture style learning compared to student engaged instruction.
 - 2) Review of classroom size and maximum student engagement based upon capacity of room.

- 3) Possible additional classrooms needed to meet growth as shown in master plans.
- 4) Future of classroom learning.
- C. Corrective Actions: Cost Estimating, Budgeting, and Schedules
- D. Achieve Anticipated Milestones and Activities in Project Execution:
 - 1) Data collection, on-site review by consultants and subconsultants.
 - 2) Initial Charge Meeting to be held virtually with all campuses.
 - 3) Kick-off meeting with Space Committees at each campus.
 - 4) Periodic Space Committee meetings.
 - 5) Stakeholder meeting(s)/planning charrette(s)
 - 6) Writing, review, editing all aspects of reports
 - 7) Final Space Utilization Report and Presentation at each campus

2. **Communications:**

The following University office is managing this solicitation:

The University of Tennessee
 Department of Capital Projects
 505 Summer Place – UT Tower 9th Floor
 Knoxville, TN 37902

Regarding the subject matter of this solicitation, respondents may only communicate with the following RFQ Coordinator, who is the Owner's official point of contact for this RFQ.

Rebecca Douglas, RFQ Coordinator
 University of Tennessee System
 Attn: Department of Capital Projects
 505 Summer Place – UT Tower 9th Floor
 Knoxville, TN 37902
 Telephone: 865-974-2628
 Email: designer@tennessee.edu

If a respondent contacts anyone except the RFQ Coordinator listed above, the University may disqualify the respondent.

3. **Term:**

- The initial term for Master Contract will be 5 years with initial task order of classroom study lasting 12 months but may be extended based upon additional needs by the University, and upon mutual agreement.
- For clarity, the project will be documented on the first task order and the parties may amend, as needed.
- The parties may agree to additional work on future task orders that would be governed by the Master Contract.

4. **Number of Awards:** The University intends to award this solicitation to one respondent. The University retains sole discretion over this decision.

5. **Extension of the Award:** Other university departments, agencies with the State of Tennessee and other Tennessee public universities may also purchase goods and/or services from this award, if the winning respondent is agreeable. It should be noted that these entities are not required to use this agreement. If any of them elect to participate under the terms and conditions of this resulting award, the University of Tennessee reserves the right to re-negotiate favorable incentive with the successful consultant that are reflective of the additional volume. Note: The offer to extend the award to these

other entities is at the discretion of the awarded respondent and they should not be extended if it would affect your ability to offer the most favorable terms to The University of Tennessee.

6. **Schedule:** Note the University reserves the right to change these dates. All times are quoted in Eastern Time.

Event	Date	Time**
<u>*Project Review Conference:</u> via Zoom – Zoom meeting invitation will be sent to firms requesting information from RFQ Coordinator by November 25, 2024, at 5:00 pm. Meeting information will be sent the morning of November 26 th .	November 26, 2024	10:00 am
<u>Deadline for Questions:</u> emailed to RFQ Coordinator	December 3, 2024	Received by 5:00 pm
<u>Final issuance of Addenda:</u> posted to web site	December 9, 2024	Posted by 5:00 pm
<u>Deadline to Contact RFQ Coordinator for instructions on uploading proposal</u>	December 13, 2024	Received by 12:00 pm
<u>Submittal Deadline:</u>	December 18, 2024	Uploaded by 12:00 pm
<u>Proposal Review Period</u>	January 2 – 10, 2025	
<u>Target Date for Notification of Short-listed Consultants for Interviews</u>	January 14, 2025	
<u>Target Date for Interviews</u>	January 28, 2025	
<u>Target Date for Notice of Intent to award</u>	January 31, 2025	
<u>Target Date to for approval by the State Building Commission</u>	February 13, 2025	
<u>Target time for Consultant Agreement Signing and Negotiation Period</u>	February 14 - 28, 2024	

*Attendance is not a prerequisite for submission of Qualifications Statement.

**All times noted above are Eastern Time.

Section B: Instructions and Evaluation Criteria

1. **Assistance to Respondents with a Disability:** In the event that a respondent has a disability, the University will make reasonable accommodation to allow them to participate, provided that the individual requesting assistance contacts the Solicitation Coordinator no later than 10 days before the response deadline.
2. **Qualifications Submission:** Qualification Statements shall be submitted as a single digital file copy in .pdf format. The digital file should not exceed 20 MB and should be named using the following format: <<Respondent Name>> UT Statewide Facilities Space Utilization 2024-04-04.pdf. Proposers who intend to submit a qualification should contact the RFQ Coordinator no later than the time specified in the Schedule of Events, to receive instructions on uploading submission to assigned portal. The subject line of the email should be clearly marked as follows:

Qualifications Statement for UT Statewide Space Utilization SBC No. 540/000-XX-2024

In the body of the email please include the following:

Submitted By: <<Respondent Name>>

Contact: <<Contact Person Name, Address, Telephone Number, email address>>

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

3. **Governing Law:** The laws of the State of Tennessee, without giving effect to its principles of conflicts of law, govern this solicitation. Any liability of the University is governed by the Tennessee Claims Commission Act. The venue for any claim against the University is the Tennessee Claims Commission.
4. **Confidential Information:** Any proprietary or confidential materials contained in the qualification statements will be subject to the Tennessee Public Records Act, TCA 10-7-503. All responses, inquiries, or correspondence relating to or in reference to this solicitation, and all other documentation submitted by the respondents will become the property of the University when received. All qualification statement material submitted and evaluation documents will remain confidential, as provided by law, until after the University announces the notice of intent to award to the successful respondent. The University will not agree to provide advance notice of disclosure and placing confidential notices on documents is meaningless. After the notice to award, all materials submitted are open for inspection.
5. **Qualification Statement Preparation Costs:** The University will not pay any costs in the preparation or submission of a proposal. Respondent is responsible for its preparation costs.
6. **Withdrawal of Qualification Statement:** A submitted qualification statement may be withdrawn by sending a written request to the Solicitation Coordinator before the solicitation due date. Qualification Statements may be withdrawn and resubmitted in the same manner, if done prior to the submission deadline. Withdrawals or modifications offered in any other manner will not be considered.
7. **Presentations:** The University may invite any Respondent, only certain Respondents, or all Respondents for presentations. Respondent hereby acknowledges that the University has sole and

absolute discretion regarding presentation invitations

8. **Acceptance and Rejection of Qualification Statements:** The University may accept or reject any qualification statement that, in its opinion, is in the best interests of the University. The University may re-solicit qualification statements, or to continue with the current consultant for these services. The University may also waive minor variances or immaterial defects in a response. The University may also accept any item in the proposal, unless otherwise specified by the Respondent.
9. **Late Responses:** The University will not accept responses after the deadline listed in the RFQ.
10. **Questions:** Up to the deadline for questions, respondents may ask the RFQ Coordinator questions in writing via email to the email address listed above in the “Contact Person” subsection. In the event that a respondent communicates with the Department of Capital Projects verbally, the respondent understands that verbal communication is non-binding, and respondent further acknowledges the only official communication about this solicitation is written communication. Respondent understands that it must not rely on verbal communications with the University.
11. **Addenda:** The University will make reasonable efforts to ensure that all respondents have the same material information. Accordingly, if a respondent asks a question that the University considers, in its sole discretion, to be material, the University will issue an addendum to this solicitation. The University will communicate all addenda to all respondents who have requested communications.
12. **Evaluation of Technical Responses:**
 - A. The scoring committee will score each Respondent based on the criteria listed below.
 - B. The University use the median of the scores given by each member of the committee.
 - C. The University will use the following scoring criteria:

Evaluation Criteria	Maximum Points Possible
Part A: Mandatory requirements	Pass/Fail
Part B: Qualifications and Experience	
B.1	75
B.2	250
B.3	250
B.4	50
B.5	75
B.6	50
Total	750
Part C: Technical Services	
C.1	125
C.2	125
Total	250
Part D: Information Only	

13. **Immaterial Defects:** The University may waive minor variances from full compliance with this solicitation. If the University waives immaterial defects in a response, such a waiver does not modify this solicitation’s requirements.
14. **Award:** This solicitation does not commit the university to make an award or to procure or contract for services described in this solicitation. The University will make individual project assignment awards that the University determines to be in its best interest. The University reserves the right to negotiate terms and alter the specifications with the selected respondent, however, if they are unable to reach mutually agreeable terms and conditions, the University reserves the right to reject the proposal and negotiate terms of an agreement with the next respondent. If the agreement with the successful respondent is terminated for any reason prior to the agreement termination date, the university may

elect to substitute the next respondent, if they are agreeable to the terms and schedule. The Department of Capital Projects of the University of Tennessee is the only office authorized to award a purchase order for the required services.

15. **Notice of Intent to Award**: After the evaluation process is completed, the University will issue a formal notice of intent to award notifying all respondents of the identity of the winning respondents prior to any State Building Commission approvals.

Section C: Technical Response

Registration: All Consultants must register with the Tennessee Secretary of State's Division of Business Services if applicable and the Office of the State Architect to be able to enter into a contract for this work:
<https://sos.tn.gov/business-services>
<https://designerregistration.osa.tn.gov/WebForms/Home.aspx>

Instructions: Respondents must write and organize their responses in the same order as listed below. The University may deem a response non-responsive if the respondent does not comply.

Part A: Mandatory Requirements

The University will assess each criteria below on a **pass/fail basis**: respondents must pass **each** criteria to qualify.

- A.1 Provide the Consultant's name, address, website address, number of years in business, and legal structure (e.g., corporation, etc.).
- A.2 Provide the name, e-mail address, mailing address and telephone number of a single primary contact of the respondent.
- A.3 Provide any details of all past or pending litigation or claims filed against your company that would affect your company's performance under an Agreement with UT System.
- A.4 Is Respondent's business currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, please explain the impact of both in organizational and directional terms.
- A.5 Describe Respondent's hours of business.
- A.6 Describe Respondent's experience transacting with state or local government agencies.
- A.7 Provide a statement of whether the Consultant, its sub-consultants or any individual who shall perform work under this contract has a possible conflict of interest (e.g., employment by the State of Tennessee) and, if so, the nature of that conflict.
- A.8 Provide evidence of all necessary licensures for Consultant services for the Project including business, professional licenses, and Control Number for the Division of Business Services if applicable.

Part B: Qualifications and Experience

- B.1 Describe the Respondent's qualifications to deliver the services needed for this solicitation in regard to the following.
 - Provide a brief description of your firm's history, general experience, and capabilities.
 - Include your firm's primary place of business and number of professional staff.
 - The proposed personnel experience who will be working together on the project.
- B.2 Provide a listing of recently completed Space Utilization that have been developed by your firm which are similar or have aspects related to the scope of services. Include:
 - Project Information
 - Project Title
 - Project Location

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

B.3 Provide the following work examples:

(a) digital file in .pdf format on flash drive of three Space Utilization Assessments undertaken by your firm for institutions comparable to the University of Tennessee and listed in the proposal to B.2.

(b) Owner will utilize such information only for purposes of evaluation and will not reproduce or redistribute such in any manner. If proprietary agreements limit submission of a work example, then the Respondent shall provide

- 1) the portions that are "public domain" or are not so limited and/or
- 2) supplementary written description of the work example so as to provide a proxy for the portions of the work example that are relevant to the Owner's project."

B.4 Provide a list of current projects on which the Respondent's firm is presently committed, the time frame for each, the start and completion dates, and what services are being provided.

B.5 Provide brief (one page or less) resumes of each key staff and Subconsultant staff who will be assigned to this project. Include background information demonstrating the individual's capabilities and qualifications to perform assigned tasks. Identify related experience, professional registration, and years of experience. Identify lead planner/principal in-charge. Provide estimated percentage of time that each person will be committed to providing services to the project over the duration of the contract.

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

Part C: Technical Services

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

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

C.2 Support the response to C.1 above by providing the following:

- a) A list of tasks, deliverables, and milestone activities demonstrating the firm's approach to University of Tennessee Facilities Assessment.
- b) A project timeline with supporting information for each phase or major component of the scope of services and including durations and target completion dates for each.
- c) An organizational description or chart illustrating roles and reporting relationships of project staff including any Subcontractor staff.

Part D: Information Only

D.1 Provide a description of the Proposer's existing programs and procedures encouraging commerce with business enterprises owned by minorities, women, persons with a disability, and small business enterprises. In addition, submit the following:

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

Exhibit 1: Draft Master Agreement

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

AGREEMENT

between

THE STATE OF TENNESSEE
The University of Tennessee

and

(Consultant Name)

SBC Project No. 540/000-XX-2024

This Agreement, by and between the State of Tennessee, **University of Tennessee**, hereinafter referred to as the OWNER and (**Consultant 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: Space Analytics / Assessments Consultant for UT

1. The CONSULTANT shall provide such professional advice and assistance as the State may request regarding the development of a Facilities Space Analytics / Assessments which may include work associated with the campuses strategic and master planning as well as incorporation of guidelines for space planning as recommended by the Tennessee Higher Education Commission (THEC). Consultant should also incorporate compliance with appropriate codes and ADA; overall building interiors and infrastructure as well as all systems; and other University wide considerations of property attributes. Final deliverables should be composed of draft and final reports in PDF format and downloadable data into excel file. Periodic meetings with University committee as required to ascertain the needs of the project. Final delivered product should be an executable electronic version that is approved by the UT Office of Capital Projects and any hard copies should be printed as requested
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*), (*Principal Title*) and the Head of the SPA is Austin Oakes, Associate Vice President, Department 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 the Services 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 Dollars (\$1,000,000.00)**.

C. **TERM:**

1. Term. This Agreement shall be effective for the period commencing on March 1, 2025, and ending on February 28, 2030. 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 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 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. Iran Divestment Act. The CONSULTANT certifies, under penalty of perjury, that to the best of its knowledge and belief the CONSULTANT is not on the list created pursuant to Tenn. Code Ann. § 12-12-106. The Consultant further certifies that it shall not utilize any subconsultant that is on the list created pursuant to Tenn. Code Ann. § 12-12-106
11. Pursuant to Tenn. Code Ann. § 12-4-119, Contractor certifies that it is not currently engaged in, and will not for the duration of the Contract, engage in a boycott of Israel, as defined by Tenn. Code Ann. § 12-4-119(a)(1).
12. 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
13. The CONSULTANT agrees to pay all taxes incurred in performance of this Agreement.
14. The STATE shall have no liability except as specifically provided in this Agreement.
15. The CONSULTANT shall comply with all applicable Federal and State laws and regulations in the performance of this Agreement.
16. This Agreement shall be governed by laws of the State of Tennessee.

This Agreement is entered into on this the **XX** day of **Month Year**.

Consultant:

Signature

Name

Date

Title

The University of Tennessee:

Austin Oakes

Associate Vice President, Department 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. 540/000-XX-2024

Project Name

Responsible Account