



EAST TENNESSEE STATE UNIVERSITY

REQUEST FOR QUALIFICATIONS

Master Plan

SBC Project No. 369/005-XX-2021

Proposal Due Date/Time	August 6, 2021
	2:00 PM EST

Release Date: July 12, 2021

RFQ ADVERTISEMENT

Request For Qualifications (RFQ): East Tennessee State University requests qualifications for Campus Master Planning Consultant Services.

Project: Master Plan, SBC No. 369/005-XX-2021

Documents: Scope of services and qualification requirements are on ETSU's website, <https://www.etsu.edu/facilities/planning/rfprfq/rfprfq.php>.

Accommodation: A Respondent with a disability may request reasonable accommodation for participation to the RFQ Coordinator designated in the RFQ no later than seven calendar days after initial RFQ advertisement.

Pre-Proposal Project Review Zoom Meeting: **2:00 PM EST on July 19, 2021**

Join Zoom Meeting

One tap mobile: US: +13126266799,,94179783776# or
+19292056099,,94179783776#

Meeting URL:

<https://etsu.zoom.us/j/94179783776?pwd=MjlBWGdhSVQrK09VSFhHRGtISjRpUT09&from=addon>

Meeting ID: 941 7978 3776

Passcode: 741320

Join by Telephone

For higher quality, dial a number based on your current location.

Dial: US: +1 312 626 6799 or +1 929 205 6099 or +1 301 715
8592 or +1 346 248 7799 or +1 669 900 6833 or +1 253 215 8782

Meeting ID: 941 7978 3776

Qualifications Submittal Deadline: Qualifications received at the addresses below **until 2:00 PM EST on August 6, 2021.**

Communications:

USPS Address

Richard Lutz, RFQ Coordinator
Director of Design & Planning
P.O. 70653
Johnson City, TN 37614
423-439-7751
lutzr1@etsu.edu

Physical Address

1380 Jack Vest Drive
Johnson City, TN 37604

Fedex/UPS Address

325 Treasure Lane
Johnson City, TN 37604

East Tennessee State University

REQUEST FOR QUALIFICATIONS:

Master Plan Update

for

East Tennessee State University
SBC No 369/005-XX-2021

July 8, 2021

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1.0 INTRODUCTION

1.1 Background

East Tennessee State University is located in Johnson City, Tennessee. Comprised of 11 colleges and schools, including 140 academic programs, ETSU offers degrees in arts and sciences, business and technology, education and health sciences, including numerous honors and enrichment opportunities for undergraduates and graduates. The ETSU campus consists of a 350-acre main campus and a 31-acre Health Sciences Campus that is located on the Veterans Administration campus. ETSU also has over 20 remote sites that include Distance Education Centers and Medical Clinics.

Currently, ETSU's enrollment surpasses 14,000 students, taught and served by more than 2,600 faculty and staff.

For additional information, please visit the ETSU web site at www.etsu.edu and the ETSU athletics site at www.etsubucs.com.

1.2 Purpose

- 1.2.1 East Tennessee State University (ETSU), hereinafter referred to as the Owner, has issued this Request for Qualifications (RFQ) with attachments to define service requirements; solicit qualifications; detail proposal requirements; and outline the process for evaluating qualifications for the Owner's Project titled and numbered as follows.

Master Plan Update
SBC No 369/005-XX-2021

- 1.2.2 The Owner intends to award a contract for Consultant services to the highest evaluated Respondent whose proposal conforms to the RFQ.

1.3 Scope of Services

- 1.3.1 RFQ Attachment 1 provides a Pro Forma Master Contract (MC) which, with MC Attachment 1.A, Scope of Consultant Services, details the Owner's requirements for the Consultant's scope of services. RFQ Attachment 1 substantially represents the contract document that the Respondent selected by the Owner must agree to and sign.
- 1.3.2 Develop a Master Plan that will guide the future development of East Tennessee State University. The Master Plan will conform to the Tennessee Higher Education Commission (THEC) Guidelines for Master Plan development and State Building Commission (SBC) Policy. The ETSU Board of Trustees, THEC, and the State Building Commission must approve the Master Plan document. The consultant will be required to make formal presentations for approval.

1.4 Nondiscriminatory Participation

- 1.4.1 Through this RFQ the Owner seeks to procure the best services at a fair and reasonable price and to give all qualified businesses, including those that are qualified disadvantaged business enterprises, opportunity to do business with the Owner. All small, minority, women and service-disabled veteran owned businesses are strongly encouraged to register with the Governor's Office of Diversity Business Enterprise (Go-DBE) to attain official certification. The Owner shall work with the successful Proposer and the Go-DBE Office regarding registration/certification.
- 1.4.2 No person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the State's contracted programs or activities on the grounds of disability,

age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law.

- 1.4.3 The Owner has designated the following contact to coordinate compliance with the nondiscrimination requirements of the State of Tennessee, Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and applicable federal regulations.

East Tennessee State University
Office of Equity and Inclusion
1276 Gilbreath Dr.
Johnson City, TN 37614
423-439-4445

1.5 Diversity in Contractual Relationships

It is the express desire of the Owner and the State Building Commission to include an emphasis on diversity in its contractual relationships under jurisdiction of the Commission. The Commission acknowledges that firms who demonstrate and embrace diversity within their programs and policies are assisting the State in achieving its goals in building a more reflective marketplace of the community within this state.

2.0 RFQ COMMUNICATIONS

- 2.1.1 The Owner will convey all official responses and communications pursuant to this RFQ via Internet posting at

<https://www.etsu.edu/facilities/planning/rfprfq/rfprfq.php>.

It is the Proposers' responsibility to access this website to obtain updates to information as needed to submit a response to the most current information issued by the Owner.

Contact regarding this RFQ with employees or officials of the Owner or of the State of Tennessee other than the RFQ Coordinator detailed below may result in disqualification from this procurement process.

- 2.1.2 Interested parties and Respondents must direct all communications regarding this RFQ to the following RFQ Coordinator, who is the Owner's official point of contact for this RFQ.

Richard Lutz, RFQ Coordinator
Director of Design & Planning
P.O. 70653
Johnson City, TN 37614
423-439-7751
lutzr1@etsu.edu

- 2.1.3 Any oral communications shall be considered unofficial and non-binding with regard to this RFQ. Only the Owner's official written proposals and communications shall be considered binding with regard to this RFQ.
- 2.1.4 Each Respondent shall assume the risk of the method of dispatching any communication or proposal to the Owner. The Owner assumes no responsibility for delays or delivery failures resulting from the method of dispatch. "Postmarking" of a communication or proposal shall not substitute for actual receipt of a communication or proposal by the Owner.
- 2.1.5 The Owner reserves the right to determine, at its sole discretion, the method of conveying official written responses and communications pursuant to this RFQ such as by letter, by fax, by email, or by Web site posting.
- 2.1.6 Any data or factual information provided by the Owner, in this RFQ or an official response or communication, shall be deemed for informational purposes only, and if a Respondent relies on such data or factual information, the Respondent should either: (1) independently verify the

information; or, (2) obtain the Owner's written consent to rely thereon.

3.0 PROJECT REVIEW ZOOM MEETING AND RESPONDENT COMMENTS

3.1 Pre-Proposal Zoom Meeting

3.1.1 A Pre-Proposal Zoom Meeting will be held at the time and date listed in the RFQ Section 3, Schedule of Events. The purpose of the Zoom Meeting is to discuss the RFQ scope of services. No oral questions will be entertained prior to the Pre-Proposal Zoom Meeting. Oral responses to any question(s) at the Pre-Proposal Zoom Meeting shall be considered tentative and non-binding with regard to this RFQ. Additional Questions, as well as any questions asked at the Pre-Proposal Zoom Meeting, concerning the RFQ must be submitted in writing prior to the Written Comments Deadline date in the RFQ Section 3, Schedule of Events. To ensure accurate, consistent responses to all known potential Proposers, the official response to all questions will be issued by the Owner as described in RFQ Section 2.1.1 above and on the date detailed in the RFQ Section 3, Schedule of Events. Pre-Proposal participation is not mandatory. The Pre-Proposal will be via a zoom meeting. To participate please refer to the "**RFQ Advertisement**" located on page **2** of **36** for the Zoom Meeting information.

RFQ SCHEDULE OF EVENTS

The following Schedule of Events represents the Owner's best estimate of the schedule that will be followed. Unless otherwise specified, the time of day for the following events will be between 8:00 a.m. and 4:30 p.m., Eastern Time.

RFQ SCHEDULE OF EVENTS		
NOTICE: East Tennessee State University (ETSU) reserves the right, at its sole discretion, to adjust this schedule, as it deems necessary. East Tennessee State University will communicate any adjustment to the Schedule of Events via internet posting, see Section 2.1.1.		
EVENT	TIME (EST)	DATE (all dates are East Tennessee State University business days)
1. ETSU Issues RFQ		07/12/2021
2. Disability Accommodation Request Deadline	2:00 PM	07/19/2021
3. Pre-Proposal Zoom Meeting	2:00 PM	07/19/2021
4. Final Written Comments Deadline	2:00 PM	07/23/2021
5. ETSU Responds to all Questions	2:00 PM	07/28/2021
6. Qualification Deadline	2:00 PM	08/06/2021
7. ETSU Completes Evaluations	4:00 PM	08/13/2021
8. ETSU Announces Score Results	2:00 PM	08/20/2021
9. State Building Commission Approval	12:00 PM	09/09/2021
10. ETSU Issues Intent to Award Letter and Opens RFQ Files for Public Inspection	2:00 PM	09/13/2021

11. Estimated Contract Signing		09/21/2021
12. Estimated Contract Start Date		10/04/2021
Alternate Schedule if Finalist Presentations are Required		
8. Proposer Finalist Presentations		
9. ETSU Announces Score Results		
10. State Building Commission Approval		
11. ETSU Issues Intent to Award Letter and Opens RFQ Files for Public Inspection		
12. Estimated Contract Signing		
13. Estimated Contract Start Date		

3.2 Respondent Comments and Waiver of Objections

- 3.2.1 Each Respondent shall carefully review this RFQ and all attachments for comments, questions, defects, objections, or any other matter requiring clarification or correction, collectively called Comments. Comments must be made in writing and received by the RFQ Coordinator no later than the deadline stated in the RFQ Schedule of Events.
- 3.2.2 A Respondent's protests based on any objections concerning the RFQ shall be considered waived and invalid if Comments relevant to the objections have not been brought to the attention of the Owner, in writing, no later than five calendar days after the date of the Project Zoom Meeting.
- 3.2.3 The Owner reserves the right to determine, at its sole discretion, the appropriate and adequate responses to Comments. The Owner's official responses to Comments and other official communications pursuant to this RFQ shall constitute an addendum to this RFQ.

4.0 QUALIFICATIONS STATEMENT REQUIREMENTS AND PROCESS

4.1 Deadline

- 4.1.1 Qualifications must be submitted to the RFQ Coordinator no later than the Qualifications Statement Deadline date and time detailed in the RFQ Advertisement and Schedule of Events. A late proposal will not be accepted. A Respondent's failure to submit qualifications before the Qualifications Statement Deadline shall cause the proposal to be disqualified.
- 4.1.2 The Qualifications Statement Deadline time shall be established by the timepiece of the Owner.

4.2 Qualifications Statement Contents

- 4.2.1 Qualifications Statements must respond to the description of Consultant scope of services, contract requirements, and proposal requirements described in this written RFQ and any RFQ attachments, exhibits, or addenda.
- 4.2.2 No portion of a Qualifications Statement may be delivered orally or by any means of electronic transmission.
- 4.2.3 A Qualifications Statement in response to this RFQ shall consist of the following two

documents, each of which is further described in a later section. The format for submittal of each is shown in the designated attachment.

1. Certification Statement (RFQ Attachment 2)
2. Qualifications Statement (RFQ Attachment 3)

4.2.4 Respondents must submit one original Certification.

4.2.5 Each Proposer must submit one (1) original, one (1) *electronic, and six (6) copies of the Qualifications Statement to the Owner in a sealed package that is clearly marked:

“Qualifications Statement in Response to RFQ for Master Plan, SBC No. 369/005-XX-2021 - Do Not Open”

*Electronic copy must be submitted on a flash drive with the Qualifications Statement.
Do not email electronic copy.

4.3 Qualification Statement Requirements

- 4.3.1 Pricing information shall not be included in the Qualifications Statement. Inclusion in the Qualifications Statement of any direct or implied revelation of cost information shall make the proposal nonresponsive and the Owner will reject it.
- 4.3.2 Each Respondent shall use RFQ Attachment 3 to guide organization of the Qualifications Statement. Each Respondent shall duplicate RFQ Attachment 3 for use as the Table of Contents for the Qualifications Statement by adding page numbers and the Respondent’s name as indicated. The Respondent must address all items for all sections and provide, in sequence, the required information and documentation with the associated item references.
- 4.3.3 The Qualifications Statement shall be economically prepared, with emphasis on completeness and clarity of content, legibly written, brief, and to the point in a direct response to the information requested for each item. All written material must be written on standard 8 1/2" x 11" paper with exceptions permitted for foldouts containing non-text information such as charts and spreadsheets.
- 4.3.4 Charts, lists, photos, and illustrations should be utilized only when appropriate or specifically requested. Any information not conforming to these criteria will be deemed extraneous and will in no way contribute to the evaluation process.
- 4.3.5 The Qualifications Statement shall not exceed 45 pages including tables of contents, photo pages, charts, spreadsheets, and appendices. Pages or sheets with print on both sides will be counted as two pages.
- 4.3.6 All information included in a Qualifications Statement shall be relevant to a specific requirement detailed in RFQ Attachment 3. All information must be incorporated into a response to a specific requirement and clearly referenced. Any information not meeting these criteria will be deemed extraneous and will in no way contribute to the evaluation process.
- 4.3.7 Responses to Qualifications Statement criteria and requirements for Qualifications and Experience in regard to “your firm” may include information about the Consultant or any Sub consultant but shall identify the entity with the Qualifications and Experience.

4.4 RFQ Addenda and Cancellation

- 4.4.1 The Owner reserves the unilateral right to issue addenda to this RFQ in writing at any time.
- 4.4.2 The Owner reserves the right, at its sole discretion, to cancel and reissue this RFQ or to cancel this RFQ in its entirety.

4.5 Qualifications Statement Prohibitions and Right of Rejection

- 4.5.1 The Owner reserves the right, at its sole discretion, to reject any and all proposals in accordance with applicable laws and regulations.
- 4.5.2 Each proposal must comply with all of the terms of this RFQ and all applicable State laws and regulations. The Owner may consider non-responsive and reject any proposal that does not comply with all of the terms, conditions, and performance requirements of this RFQ.
- 4.5.3 A proposal of alternate services (i.e., a proposal that offers services different from those requested by this RFQ) shall be considered non-responsive and rejected.
- 4.5.4 A Respondent shall not restrict the rights of the Owner or otherwise qualify a proposal. The Owner may determine such proposal to be a non-responsive counteroffer, and the proposal may be rejected.
- 4.5.5 A Respondent shall not submit the Respondent's own contract terms and conditions in a proposal to this RFQ. If a proposal contains such terms and conditions, the Owner may determine, at its sole discretion, the proposal to be a non-responsive counteroffer, and the proposal may be rejected.
- 4.5.6 A Respondent shall not submit more than one proposal. Submitting more than one proposal shall result in the disqualification of the Respondent.
- 4.5.7 A Respondent shall not submit multiple qualifications in different forms. This prohibited action shall be defined as a Respondent submitting one proposal as a Consultant and permitting a second Respondent to submit another proposal with the first Respondent offered as a sub consultant. This restriction does not prohibit different Respondents from offering the same sub consultant as a part of their qualifications, provided that the sub consultant does not also submit a proposal as Consultant. Submitting multiple qualifications in different forms may result in the disqualification of all Respondents knowingly involved.
- 4.5.8 The Owner will reject a proposal if the proposal was not arrived at independently without collusion, consultation, communication, or agreement as to any matter relating to such prices with any other Respondent. Regardless of the time of detection, the Owner shall consider any of the foregoing prohibited actions that are detected to be grounds for proposal rejection or contract termination.
- 4.5.9 The Owner will not contract with or consider a proposal from:
 - a. an individual who is, or within the past six months has been, an employee or official of the State of Tennessee;
 - b. a company, corporation, or any other contracting entity in which an ownership of two percent (2%) or more is held by an individual who is, or within the past six months has been, an employee or official of the State of Tennessee (this shall not apply either to financial interests that have been placed into a "blind trust" arrangement pursuant to which the employee does not have knowledge of the retention or disposition of such interests or to the ownership of publicly traded stocks or bonds where such ownership constitutes less than 2% of the total outstanding amount of the stocks or bonds of the issuing entity);
 - c. a company, corporation, or any other contracting entity which employs an individual who is, or within the past six months has been, an employee or official of the State of Tennessee in a position that would allow the direct or indirect use or disclosure of information, which was obtained through or in connection with his or her employment and not made available to the general public, for the purpose of furthering the private interest or personal profit of any person; or,
 - d. any individual, company, or other entity involved in assisting the Owner in the

development, formulation, or drafting of this RFQ or its scope of services shall be considered to have been given information that would afford an unfair advantage over other Respondents, and such individual, company, or other entity may not submit a proposal in response to this RFQ.

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

4.6 Waiver of Variances

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

4.7 Qualifications Statement Information Not Correct, Complete or Properly Organized

- 4.7.1 If the Owner determines that a Respondent has provided, for consideration in this RFQ process or subsequent contract negotiations, incorrect information that the Respondent knew or should have known was materially incorrect, that proposal shall be determined non-responsive and shall be rejected.
- 4.7.2 The Owner may determine a proposal to be non-responsive and reject it if the proposal fails to appropriately address or meet all of the requirements.
- 4.7.3 The Owner may determine a proposal to be non-responsive and reject it if the Respondent fails to organize and properly reference the proposal as required.

4.8 Qualifications Statement Withdrawal

- 4.8.1 A Respondent may withdraw a submitted proposal at any time up to the Qualifications Statement Deadline time and date detailed in the RFQ Advertisement. To do so, a Respondent must submit a written request, signed by a Respondent's authorized representative to withdraw a proposal. After withdrawing a previously submitted proposal, a Respondent may submit another proposal at any time up to the Qualifications Statement Deadline.

4.9 Qualifications Statement Errors and Amendments

- 4.9.1 Each Respondent is liable for all proposal errors or omissions. A Respondent will not be allowed to alter or amend proposal documents after the Qualifications Statement Deadline time and date detailed in the RFQ Advertisement unless such is formally requested, in writing, by the Owner.

4.10 Qualifications Statement Preparation Costs

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

4.11 Disclosure of Qualifications Statement Contents

- 4.11.1 Each proposal and all materials submitted to the Owner in response to this RFQ shall become the property of the Owner. Selection or rejection of a proposal does not affect this right. All proposal information shall be held in confidence during the evaluation process. Notwithstanding, a list of actual Respondents submitting timely qualifications may be available to the public, upon request, immediately after opening by the Owner.

- 4.11.2 Upon the completion of the evaluation of qualifications, the qualifications and associated materials shall be open for review by the public in accordance with Tennessee Code Annotated, Section 10-7-504(a)(7). By submitting a proposal, the Respondent acknowledges and accepts that the full proposal contents and associated documents shall become open to public inspection.

4.12 Licensure

- 4.12.1 Before a Contract pursuant to this RFQ is signed, the Respondent and its personnel, if applicable, must hold all necessary, applicable business and professional licenses as may be required for specific services. The Owner may require any or all Respondents to submit evidence of proper licensure.

4.13 Qualifications by Joint Ventures

- 4.13.1 The Owner prefers a single Design Firm as Designer with business partners and consultants that serve under the design firm. Firms submitting Qualifications Statements as a Joint Venture will need to have a current Tennessee license as a Joint Venture and similar projects completed as a joint venture. The following requirements shall also apply:

- 4.13.1.1 For the purposes of this RFQ, the Owner recognizes a joint venture as separate organizations or business entities that intend to combine professional or technical expertise and business experience, and to share contractual and project responsibilities in performance of a contract pursuant to this RFQ.
- 4.13.1.2 Each joint venture participant shall meet the licensure requirements stated in the RFQ.
- 4.13.1.3 Each joint venture participant shall meet the insurance requirements stated in the RFQ.
- 4.13.1.4 Each joint venture participant shall individually provide all documentation required for review of financial responsibility and stability. The Owner will not recognize nor accept as a singular qualification, any combination of financial assets and resources from separate organizations or business entities submitting a Qualifications Statement in response to this RFQ.

- 4.13.2 A subconsultant to a Respondent is not a joint venture participant.

4.14 Severability

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

4.15 False Statement, Misrepresentation or Omission.

- 4.15.1 Any false statement, misrepresentation, or omission regarding a material fact concerning any aspect of a Respondent's submittals shall render the Respondent ineligible for award. The failure to submit information and documentation required by this RFQ may also render the Respondent ineligible for award.
- 4.15.2 In the event a contract is awarded to the Respondent and it is later determined that the Respondent failed to disclose requested information, or made a false statement, misrepresentation or omission regarding a material fact concerning any aspect of this RFQ, the Respondent may be considered in default and the Owner may terminate the contract immediately and/or withhold full or partial payment as it deems appropriate. In addition, the

Owner may seek other available remedies to which it is entitled by law, including, but not limited to, debarment.

4.16 Completeness/Accuracy of Submittals.

- 4.16.1 The Respondent shall be fully responsible for and bound by all information and data included in any and all of its submittals and any appendices or attachments thereto.
- 4.16.2 It is the Respondent's responsibility to ensure that all information and data provided in any and all of its submittals in connection with this RFQ are truthful, accurate and complete.
- 4.16.3 In the event that there are any material changes in the operations, management or performance capabilities of the Respondent or its listed subconsultants that may impact performance of the Contract Work after the submission of the documents, but prior to the award of the project, the Respondent shall immediately notify the Owner and inform it of the details of any such changes.

4.17 Qualifications Statement Evaluation Guide

- 4.17.1 The Owner will be guided in the evaluation of qualifications by the process described herein.

4.18 Qualifications Statement Evaluation Process

- 4.18.1 After the Qualifications Statement Deadline the RFQ Coordinator will open and review each Qualifications Statement to make a "Pass" or "Fail" evaluation based on compliance with each of the Mandatory Requirements detailed Section A of RFQ Attachment 3 and the following Qualifications Statement format and content requirements.
 - 1. Received on or before the Qualifications Statement Deadline.
 - 2. Correct number of document copies submitted and packaged as required.
 - 3. Formatted as required and does not exceed size or page number limits.
 - 4. Contains no cost data.
 - 5. Respondent did not submit alternate qualifications.
 - 6. Respondent did not submit multiple qualifications in a different form.
 - 7. Does not contain any restrictions of the rights of the Owner or other qualification of the proposal.
- 4.18.2 If the RFQ Coordinator makes a "Fail" determination on one or more of the "Pass or Fail" criteria or the Qualifications Statement format and content requirements, the Evaluation Team will review that proposal and make its own determination, documented in writing, of whether (1) the proposal does meet requirements and the proposal will be eligible for further evaluation or (2) the Owner will request clarifications or corrections to enable further evaluation or (3) the Owner will determine the proposal non-responsive to the RFQ and reject it.
- 4.18.3 An Evaluation Team made up of three or more Owner employees will evaluate each Respondent's Qualifications. The Evaluation Team will utilize technical advisers as appropriate for their evaluation.
- 4.18.4 The Owner reserves the right to contact references provided by the Respondent and any other source available for reference information.
- 4.18.5 The Owner reserves the right, at its sole discretion, to request Respondent clarification of submittals or to conduct clarification discussions with any or all Respondents. Any such clarification or discussion shall be limited to specific sections of the proposal identified by the Owner. The subject Respondent shall put any resulting clarification in writing as may be required by the Owner.

- 4.18.6 The Owner reserves the right to receive an oral presentation from a Respondent. Oral presentation topics and the number of firms presenting are at the sole discretion of the Owner.
- 4.18.7 Using the scores from the Evaluation Team, the RFQ Coordinator will develop normalized scores for Technical Qualifications in accordance with RFQ Attachment 3 and develop a ranking of Technical Qualifications from highest to lowest normalized score.
- 4.18.8 The evaluation team of the Owner will then negotiate a contract with the best qualified firm for services at compensation which the evaluation team and Owner determines to be fair and reasonable.
- 4.18.9 Should the evaluation team and Owner be unable to negotiate a satisfactory contract with the firm considered to be best qualified, at a price determined to be fair and reasonable, negotiations will continue with other qualified firms until an agreement is reached.

5.0 CONTRACT REQUIREMENTS AND PROCESS

5.1 Assignment and Subcontracting

- 5.1.1 The Respondent awarded a contract pursuant to this RFQ may not transfer or assign any portion of the contract without the Owner's prior, written approval.
- 5.1.2 A subconsultant may only be substituted for a proposed subconsultant at the discretion of the Owner and with the Owner's prior, written approval.
- 5.1.3 At its sole discretion, the Owner reserves the right to refuse approval of any subcontract, transfer, or assignment.
- 5.1.4 Notwithstanding the use of subconsultants, the Successful Respondent awarded a Contract under this RFQ, shall be the prime contractor and shall be responsible for all work performed.

5.2 Right to Refuse Personnel

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

5.3 Insurance

- 5.3.1 Before entering into a contract the Owner will require the apparent successful Respondent to provide a Certificate of Insurance in accordance with RFQ Attachment 1. Failure to provide such insurance certificate is a material breach and grounds for termination of contract negotiations.

5.4 Contract Award Process

- 5.4.1 The RFQ Coordinator will forward the evaluation results to the responsible Owner official, who will consider the results and all pertinent information available to make a recommendation of contract award to the State Building Commission. The Owner reserves the right to make an award recommendation without further discussion of any proposal.
- 5.4.2 The State Building Commission's action to approve a Respondent as contractor officially closes the evaluation process. The Owner will allow seven calendar days after the State Building Commission's disposition of a proposal for consideration of protests from a Respondent. Written protests shall be submitted to the State Architect who will evaluate the merits of the protest. If the State Architect denies a protest, then the contract process proceeds. A respondent may appeal its denied protest to the State Building Commission for further review. The appeal shall be submitted to the State Architect within seven calendar days of notification of a denied protest. State Building Commission determination of a protest is final action. If the State Building Commission's review through appeal concurs with the State Architect and denies the protest, then the contract process proceeds. If, after

review of the protest through appeal, the State Building Commission decides in favor of the protest then the result may be RFQ cancellation or other resolution.

- 5.4.3 After the approval of the State Building Commission, the Owner will notify Respondents of the apparent best-evaluated proposal and the opportunity to review proposal documents and an evaluation summary. Such notification shall not create rights, interests, or claims of entitlement in either the Respondent with apparent best-evaluated proposal or any other Respondent.
- 5.4.4 The Owner reserves the right, at its sole discretion, to add, delete, or modify terms and conditions or to revise pro-forma contract requirements in the Owner's best interests at any time prior to contract award. No such modifications will materially affect the basis of proposal evaluations or negatively impact the competitive nature of the RFQ process.
- 5.4.5 The Respondent with the apparent best-evaluated proposal must sign and return the contract drawn by the Owner pursuant to this RFQ within 14 calendar days of receipt of the contract form provided by the Owner. If the Respondent fails to provide the signed contract within this time period, the Owner may determine the Respondent non-responsive to the terms of this RFQ and reject the proposal.
- 5.4.6 The RFQ and the Consultant selection processes do not obligate the Owner and do not create rights, interests, or claims of entitlement in either the Respondent with the apparent best-evaluated proposal or any other Respondent. Contract award and the Owner obligations pursuant thereto shall commence only after contract approval of all State officials as required by State laws and regulations and not prior to the Consultant's receipt of a fully signed contract.

5.6 Contract Payments

- 5.6.1 All contract payments shall be made in accordance with the contract's provisions for Payment Terms and Conditions as detailed in RFQ Attachment 1. No payment shall be made until the contract is approved as required by State laws and regulations. Under no conditions shall the Owner be liable for payment of any type associated with the contract or responsible for any work done by the Consultant, even work done in good faith and even if the Consultant is orally directed to proceed with the delivery of services, if it occurs before contract approval by the Owner as required by applicable statutes and rules of the State of Tennessee or before the contract start date or before the Consultant's receipt of a fully executed contract or after the contract end date specified by the contract.

5.7 Consultant Performance

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

END OF REQUEST FOR QUALIFICATIONS

PROJECT SPECIFIC DOCUMENTS

RFQ ATTACHMENT 1

RFQ for Consultant Services:

East Tennessee State University

Master Plan

SBC No. 369/005-XX-2021

PRO-FORMA MASTER CONTRACT (MC)

BETWEEN THE OWNER

East Tennessee State University

P.O. Box 70653

Johnson City, TN 37614

AND

THE CONSULTANT

Company Name

Company Address

Federal Taxpayer Identification Number: <<Number>>

Wherein the Consultant is a <<form of business, e.g., corporation, individual, sole proprietor, corporation, partnership>> and the Consultant's place of incorporation or organization is <<Name of State, e.g. Tennessee>>.

THE PROJECT:

East Tennessee State University

Master Plan

SBC No. 369/005-XX-2021

THE OWNER AND THE CONSULTANT AGREE AS SET FORTH BELOW.

A. SCOPE OF SERVICES

A.1 Scope

- A.1.1 The Consultant shall provide the services as detailed in Master Contract (MC) Attachment 1.A, Scope of Consultant Services.

B. CONTRACT TERM

B.1 Contract Term

- B.1.1 This Contract shall be effective for the period commencing on the date of full and complete execution of this Contract, and end upon final approvals from the ETSU Board of Trustees, the Tennessee Higher Education Commission, and the State Building Commission. 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 contract period.
- B.1.2 The Owner shall have no obligation for services rendered by the Consultant which are not performed within the Contract Term.

B.2 Contract Term Extension

- B.2.1 The Owner reserves the right to extend the Contract Term for an additional period or periods of time.
- B.2.2 An extension of the term of this MC will be affected through an amendment to the MC. If the extension of the MC necessitates additional funding beyond that which was included in the original MC, the increase in Owner's maximum liability will also be affected through an amendment to the MC.

C. PAYMENT TERMS AND CONDITIONS

C.1 Maximum Liability

- C.1.1 The maximum liability does not include the Consultant's reimbursable expenses as defined herein.
- C.1.2 In no event shall the maximum liability of the Owner under this MC exceed the following amount.

**Five Hundred Thousand and no/one-hundredths dollars
(\$500,000)**

- C.1.3 Exclusive of reimbursable expenses as defined herein, this amount shall constitute the entire fee compensation due the Consultant for services and all of the Consultant's obligations hereunder. This amount includes, but is not limited to, all applicable taxes, fees, overhead, profit, and all other direct and indirect costs incurred or to be incurred by the Consultant regardless of the difficulty, hours worked, or materials or equipment required.
- C.1.4 The maximum liability represents available funds for payment to the Consultant for fee compensation and does not guarantee payment of any such funds to the Consultant unless the Consultant performs said work, in which case, the Consultant shall be paid in accordance with Section C.3.
- C.1.5 The maximum liability of the Owner expressed above is firm for the duration of the MC and is not subject to escalation for any reason unless amended.

C.2 Fee Compensation as Hourly Rates

- C.2.1 The Owner's fee compensation to the Consultant for services shall be based on Hourly Rates computed as a Multiple of Direct Personnel Expense with the total fee compensation not to exceed the maximum liability.

- C.2.2 Hourly Rates and Direct Personnel Expense are applicable to Consultant personnel and Subconsultant personnel for time spent engaged on the project by the Consultant.
- C.2.3 Direct Personnel Expense includes cost of salaries and of mandatory and customary benefits such as statutory employee benefits, insurance, sick leave, holidays and vacations, pensions, and similar benefits and limited to no more than thirty (30) percent of base salary cost.
- C.2.4 Consultant personnel Hourly Rates shall be computed at a Multiple of two and forty-five one-hundredths (2.45) times the individual's Direct Personnel Expense.
- C.2.5 The Consultant's Subconsultant's personnel Hourly Rates shall be computed at a Multiple of one and twenty one-hundredths (1.20) times the amount billed to the Consultant with the billed amount computed at a Multiple of two and forty-five one-hundredths (2.45) times the individual's Direct Personnel Expense.
- C.2.6 Hourly rates shall be subject to prior written approval by the Owner.

C.3 Payment Methodology for Services

- C.3.1 The Consultant's compensation for services shall be contingent upon progress in the completion of required services satisfactory to the Owner and in a total amount not to exceed the Maximum Liability established herein. Billing will be based on the completion of specific phases/tasks in the proposal, not the project schedule.
- C.3.2 Prior to any payment for services the Consultant shall submit an invoice in form and substance acceptable to the Owner and with all of the necessary supporting documentation, including the completed form entitled "Attestation: Personnel Used in Contract Performance" as described herein. Invoices shall state (a) Consultant name, (b) invoice date and number, (c) project title and SBC Number, (d) the invoice period of service, (e) amount being invoiced for the invoice period, (f) prior cumulative amount invoiced, and (g) new cumulative amount invoiced.
- C.3.3 The Consultant's invoices shall not be submitted more frequently than monthly.
- C.3.4 Final payment may be requested upon the completion of services satisfactory to the Owner.
- C.3.5 Payment to the Consultant for services shall be made within 45 days after being properly invoiced and payable in accordance with TCA Title 12, Chapter 4, Part 7.

C.4 Reimbursable Expenses

- C.4.1 Reimbursable Expenses are in addition to Fee compensation for services and are limited to expenses expressly allowed herein and actually incurred by the Consultant and the Consultant's subconsultants while performing such services. All reimbursable expenses require prior owner written approval.
- C.4.2 Printing and reproduction expenses for paper and electronic media products delivered to the Owner shall be at actual cost of expenses to the Consultant or Subconsultant.
- C.4.3 Travel expenses, including mileage, meals and lodging, that are incurred in connection with the project for travel in excess of a fifty (50) mile radius of the Consultant or the Consultant's subconsultants principal place of business, will be considered as reimbursable expenses for the travel that is over and above the travel expense incurred within the fifty (50) mile radius. Travel expenses in connection with preauthorized out-of-town or out-of-state expenses will be considered as reimbursable expenses. Reimbursement for allowable travel, meals, and/or lodging shall be in the amount of allowable reimbursements as stated in The University of Tennessee Travel Reimbursement Rate Schedule which is revised from time to time and utilizes the General Services Administration rates for the continental United States (CONUS rates).

C.5 Invoice Procedures and Payment

- C.5.1 The payment of any invoice by the Owner shall not prejudice the Owner's right to object to or 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 amounts invoiced therein.

C.6 Invoice Reductions

C.6.1 The Consultant's invoices for services shall be subject to reduction for amounts included in any invoice or payment theretofore made which are deemed by the Owner not to be justifiable costs, and on the basis of audits where applicable, conducted in accordance with the terms of this MC, not to constitute proper remuneration for the services performed.

C.7 Deductions

C.7.1 The Owner reserves the right to deduct from amounts which are or shall become due and payable to the Consultant under this or any contract between the Consultant and the Owner any amounts which are or shall become due and payable to the Owner by the Consultant.

D. STANDARD TERMS AND CONDITIONS:

D.1 Required Approvals

D.1.1 Neither party is bound by this MC until it is approved by the Owner in accordance with applicable Tennessee State laws and regulations. This MC shall not be considered awarded prior to the Consultant's receipt of a fully signed Contract.

D.2 Insurance

D.2.1 The Consultant shall furnish to the Owner a Certificate of Insurance, in a form acceptable to the Owner, providing evidence of policies in no less than the following minimum limits and coverages. The Certificate of Insurance shall show the name of the insured, producer, carrier(s), coverages, the Owner as certificate holder, and a stipulation of notice within 10 days in the event of change or renewal.

Commercial General Liability	
Each Occurrence	\$1,000,000
Aggregate	\$1,000,000
Commercial Automobile Liability	
Any Auto – Each Accident, Combined Single Limit	\$1,000,000
Workers' Compensation as required by statute, including employers' liability with limits of:	
Each Accident	\$100,000
Disease, each employee	\$100,000
Disease, policy limits	\$500,000
Professional Liability Insurance	
Each Claim	\$1,000,000
Annual Aggregate	\$1,000,000

D.2.2 The Consultant shall maintain such insurance for the duration of the Contract Term.

D.3 Modification and Amendment

D.3.1 This MC may be modified only by a written amendment executed by all parties hereto and approved by the Owner in accordance with applicable Tennessee State laws and regulations.

D.4 Termination

D.4.1 The Owner may terminate this MC at any time upon 30 days notice in writing from the Owner to the Consultant specifying the effective date of termination. In that event, all finished or unfinished documents and other materials shall, at the option of the Owner, become its property. If this MC is terminated by the Owner as provided herein, the Consultant shall be entitled to receive equitable compensation for satisfactory, authorized service completed as of the termination date, but in no

event shall the Owner be liable to the Consultant for compensation for any service which has not been rendered. At the option of the Owner, all finished or unfinished documents, data, studies, surveys, analyses, estimates, models, and reports prepared by the Consultant shall become Owner's property. Upon such termination, the Consultant shall have no right to actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount on account of services. Notwithstanding the above, the Consultant shall not be relieved of liability to the Owner for damages sustained by the Owner by virtue of any breach of this MC by the Consultant, and the Owner may withhold any reasonable payments to the Consultant for the purpose of setoff until such time as the exact amount of damages due the Owner from the Consultant is determined.

D.5 Subcontracting

D.5.1 The Consultant shall not assign this MC without obtaining the prior written approval of the Owner. Subcontracts to this MC shall contain, at a minimum, Sections D.7, D.8, and D.9 of this MC.

D.6 Conflicts of Interest

D.6.1 The Consultant warrants that no part of the total amount paid to the Consultant shall be paid directly or indirectly to an employee or official of the Owner as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or subconsultant to the Consultant in connection with any work contemplated or performed relative to this MC.

D.7 Nondiscrimination

D.7.1 No person on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by federal and Tennessee State constitutional or statutory law shall be excluded from participation in, or be denied the benefits of, or be otherwise subjected to discrimination in the performance of this Contract or employment practices of the Consultant or subcontractors.

D.7.2 The Consultant and its subcontractors shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to disability, age race, color, religion, sex, or national origin including but not limited to practices in recruitment, recruitment advertising, employment, selection for training or apprenticeship, rates of pay or other forms of compensation, upgrading, demotion, transfer, layoff, or termination.

D.7.3 The Consultant shall post in conspicuous places, available to employees and applicants for employment, notices setting forth these policies.

D.8 Prohibition of Illegal Immigrants

D.8.1 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 contract to supply goods or services to the State of Tennessee, shall be a material provision of this MC, a breach of which shall be grounds for monetary and other penalties, including termination of this MC.

D.8.2 The Consultant by entering into this contract attests, certifies, warrants, and assures that the Consultant shall not knowingly utilize the services of an illegal immigrant in the performance of this MC and shall not knowingly utilize the services of any subcontractor or consultant who will utilize the services of any illegal immigrant in the performance of this MC. The Consultant shall reaffirm this attestation, in writing, by submitting to the Owner with each invoice a completed and signed copy of the standard form provided by the Owner entitled "Attestation: Personnel Used in Contract Performance". Such attestations shall be maintained by the Consultant and made available to State officials upon request.

D.8.3 Prior to the use of any Subcontractor in the performance of the MC, and semi-annually thereafter, during the period of this MC, the Consultant shall obtain and retain a current written attestation that the Subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work relative to this MC and shall not knowingly utilize the services of any Subcontractor who will utilize

the services of an illegal immigrant to perform work relative to this MC. Such attestations by Subcontractors shall be maintained by the Consultant and made available to State officials upon request.

- D.8.4 The Consultant shall maintain records for all personnel used in the performance of this MC. Said records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.
- D.8.5 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 contracting with, or submitting an offer or proposal to contract 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 MC.
- D.8.6 For purposes of this MC, "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 MC.

D.9 Records

- D.9.1 The Consultant shall maintain documentation for all charges against the Owner and all costs of delivery of services under this MC. The accounting records, Subcontract agreements, and documents of the Consultant shall be maintained for a period of three full years from the date of final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State or the Comptroller of the Treasury, or their duly appointed representatives. The records shall be maintained in accordance with generally accepted accounting principles.

D.10 Monitoring

- D.10.1 The Consultant's activities conducted and records maintained pursuant to this MC shall be subject to monitoring and evaluation by the Owner, the Comptroller of the Treasury, or their duly appointed representatives.

D.11 Strict Performance

- D.11.1 Failure by the Owner to insist on strict compliance with any provision of this MC by the Consultant will not operate as a waiver of the right to require strict performance by the Consultant of any term, covenant, condition or provision of this MC nor construed as a waiver or relinquishment of any such term, covenant, condition or provision. No term or condition of this MC shall be held to be waived, modified, or deleted except by written amendment to this MC signed by the parties hereto.

D.12 Independent Consultant

- D.12.1 The parties hereto, in the performance of this MC, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this MC shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

D.13 Owner Liability

- D.13.1 The Owner shall have no liability except as specifically provided in this MC.

D.14 Hold Harmless

- D.14.1 The Consultant agrees to indemnify and hold harmless the Owner as well as its officers, agents

and employees from and against any and all claims, liabilities, losses, and causes of action which may arise or result from any negligent acts, omissions, bad faith, or willful wrongful misconduct on the part of the Consultant, its employees, or any person acting for or on its or their behalf. The Consultant further agrees to: (a) reimburse the Owner for reasonable attorney fees incurred by the Owner in defending and such suit or claim; (b) give the Owner prompt notice of any such claim or suit; and (c) provide the Owner all reasonable assistance in defending such claim or suit.

- D.14.2 The Consultant agrees that it shall be liable for all costs, including reasonable attorney fees incurred by Owner to enforce the terms of this MC against the Consultant or the obligations of the Consultant under this MC.

D.15 State and Federal Compliance

- D.15.1 The Consultant shall comply with all applicable State and Federal laws and regulations in the performance of this MC.

D.16 Governing Law

- D.16.1 This MC shall be governed by and construed in accordance with the laws of the State of Tennessee. The Consultant agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this MC. The Consultant acknowledges and agrees that any rights or claims against the Owner or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, available under Tennessee Code Annotated, Sections 9-8-101 through 9-8-407.

D.17 Completeness

- D.17.1 This MC is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This MC supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.

D.18 Severability

- D.18.1 If any terms and conditions of this MC are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this MC are declared severable.

D.19 Headings

- D.19.1 Section headings of this MC are for reference purposes only and shall not be construed as part of this MC.

D.20 Iran Divestment Act

- D.20.1 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.

E. SPECIAL TERMS AND CONDITIONS:

E.1 Conflicting Terms and Conditions

- E.1.1 Should any of these special terms and conditions conflict with any other terms and conditions of this MC, these special terms and conditions shall control.

E.2 MC Documents and Priority

- E.2.1 The MC documents listed below form the contract and constitute the entire contract between the Owner and the Consultant and are as fully part of the MC as if attached to this Agreement or repeated herein. Should any conflict arise within any of the requirements of these MC documents, the documents shall be interpreted in priority in the order shown.

1. Addenda or amendments to the documents referenced below with priority for addenda or amendments the same as the document priority.
2. This MC.
3. MC Attachment 1.A.
4. The RFQ.
5. The Consultant's Qualifications Statement for services in response to the RFQ.

E.3 Rights to Ideas and Technical Approach

E.3.1 The Owner shall own all ideas, technical approaches and Consultant deliverables developed as a part of this MC.

E.4 Consultant Developed Programs

E.4.1 Upon completion or termination of this Contract, application programs and systems and other management systems developed and used by the Consultant solely for the implementation of this MC shall be licensed to the Owner at no fee or otherwise remain with the Owner for use in management of other capital projects.

E.5 Patents or Copyrights

E.5.1 The Consultant shall indemnify and hold the Owner harmless of all claims or suits which may be brought against the Owner for infringement of any laws regarding patents or copyrights which may arise from the performance of the Consultant under the MC. In any such action brought against the Owner, the Consultant shall satisfy and indemnify the Owner for the amount of any final judgment against the Owner, or settlement entered into in good faith by the Owner for infringement.

E.6 Subject to Funds Availability

E.6.1 The MC is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the Owner reserves the right to terminate the MC upon written notice to the Consultant. Said termination shall not be deemed a breach of Contract by the Owner. Upon receipt of the written notice, the Consultant shall cease all work associated with this MC. Should such an event occur, the Consultant shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Consultant shall have no right to recover from the Owner any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

E.7 Communications and Contacts

E.7.1 All instructions, notices, consents, demands, or other communications addressing decisions, commitments, or actions required or contemplated by this MC shall be in writing and shall be made by email, by overnight courier service, or by first class mail, postage prepaid, addressed to the respective party at the appropriate email address or postal address as set forth below or to such other party, email address, or postal address as may be hereafter specified by written notice.

The Owner:

Richard Lutz, RFQ Coordinator
Director of Design & Planning
P.O. 70653
Johnson City, TN 37614
423-439-7751
lutzr1@etsu.edu

The Consultant:

<<Name of individual authorized to obligate Consultant>>
<<Firm name>>
<<Address line 1>>

<<Address line 2>>

<<Email address>>

E.7.2 All such communications shall be considered effectively given as of the day of delivery; as of the date specified for overnight courier service delivery; as of three business days after the date of mailing; or on the day the email is acknowledged by return email. Any such communication by email shall also be sent by United States mail on the same date of the email.

This instrument may be executed in one or more counterparts. It shall be fully executed when each party whose signature is required has signed at least one counterpart, even though no one counterpart contains the signatures of all the parties to this instrument. Electronic, scanned or facsimile signatures shall have the same force and effect as original signatures.

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

CONSULTANT: *Firm*

BY: _____
Name, Title Date

EAST TENNESSEE STATE UNIVERSITY:

BY: _____
Brian Noland, President Date

BY: _____
B.J. King, Chief Financial Officer Date

BY: _____
Mark Fulks, University Counsel Date

BY: _____
Laura Bailey, AVP, Head of State Procurement Agency Date

STATE ARCHITECT:

BY: _____
Ann McGauran, State Architect

END OF PRO FORMA MASTER CONTRACT

Master Plan Objectives

East Tennessee State University

Johnson City, TN

Project No.: **SBC No. 369/005-XX-2021**

I. Introduction

The items outlined in this RFQ form a basis for the services required to develop the East Tennessee State University (ETSU) Master Plan. The master plan will engage all relevant departments at ETSU and should address physical needs in the context of student retention and success. The master plan will support and be consistent with ETSU's Strategic Plan and will specifically describe how the master plan will implement those goals. Additionally, the master plan will link the university's strategic plan, facilities planning and capital appropriations requests.

Improvements since the 2014 Master Plan Update

Subsequent to the 2014 Master Plan Update, various projects have been completed and others are in-progress that will have a significant impact on the campus. These include:

- DP Culp Student Center Renovation
- Fine Arts Classroom Building
- Football Stadium
- Tennis Center
- Millennium Center
- Millennium Center Parking Garage
- Building 60 Renovation-Simulation Center
- Steam Plant Boiler Replacements
- Clack Chiller Plant Chilled Water System Upgrades
- Data Center
- Basler Challenge Course Relocation
- Gray Fossil Site Expansion
- Lamb Hall
- Building 2 Renovation

The 2014 Master Plan Update is available online:

<https://www.etsu.edu/facilities/documents/mp2014.pdf>

II. Master Plan Locations

The master plan will include the following university locations:

- Main campus, Johnson City, TN
- ETSU Health Sciences campus, Mountain Home, TN
- ETSU at Valleybrook, Gray, TN
- Kingsport Allendale, Kingsport, TN
- ETSU at Kingsport Downtown, Kingsport, TN
- Nave Center, Elizabethton, TN
- ETSU at the Sevier Center
- Innovation Lab
- Innovation Park
- Family Medicine
 - Bristol
 - Johnson City

- Kingsport
- Clinical Education Building (CEB1) – ETSU Heart
- Clinical Education Building (CEB2) – ETSU Health
- ETSU Nurse Practitioner Managed Clinics
 - Johnson City Community Health Center
 - Johnson City Downtown Day Center
 - ETSU Student/University Health Center
 - Mountain City Extended Hours Health Center
 - Hancock County Elementary School Based Health Center
 - Hancock County High School Based Health Center

Campus Maps can be accessed online: <https://www.etsu.edu/ehome/maps/>

III. Master Plan Components

The master plan will address all of the following components, in compliance with the Tennessee Higher Education Commission (THEC) located at <https://www.tn.gov/thec.html>. The below link is for the specific THEC Master Plan Guidelines dated 02-12-2018.

https://www.tn.gov/content/dam/tn/thec/bureau/fiscal_admin/fiscal_pol/cap_proj/THec%20Master%20Plan%20Guidelines%20-%20Final%20%2002-12-2018%20-%202013a.pdf

- A. Executive Summary
- B. Brief History and Campus Overview
- C. Enrollment
- D. Space Needs
- E. Evaluation of Previous Master Plan
- F. Site Considerations
- G. Landscape Plan
- H. Land Acquisition/Disposal
- I. Student Services
- J. Implementation Table and Cost
- K. Ongoing Capital Improvement Plan
- L. Housing Study
- M. Parking and Traffic Studies
- N. Utility and Infrastructure
- O. Security
- P. Recreation
- Q. Athletics
- R. Classroom Inventory – Review of 2019 academic space plan
- S. Facility Condition Audit (10 selected buildings)
- T. Sustainability

IV. Master Plan Component Details

- A. **Executive Summary.** The executive summary should include the key objectives of the master plan and the recommended solutions. The summary should be formatted so that it can be distributed separately as an information or promotional document.
- B. **Brief History and Campus Overview.** Include a pertinent history of the university. Basic and distinctive objectives should be identified along with other attributes that make ETSU unique. Include a synopsis of the university's Strategic Plan that will be addressed in the master plan.

University Website	https://www.etsu.edu/ehome/
History Timeline	https://www.etsu.edu/fachistory/history.php
Facts and History	https://www.etsu.edu/fachistory/default.php
Current Master plan	https://www.etsu.edu/facilities/documents/mp2014.pdf
Strategic Plan	https://www.etsu.edu/president/documents/univ_strategicplan.pdf

- C. Enrollment.** Comprehensive Facilities Planning, Inc. (CFP) has completed enrollment projections for the next 5- and 10-year enrollment projections by campus, consistent with the timeline of the plan, and as supported by demographics. This includes on-ground FTE and total FTE enrollment for the last 10 years for each campus in the master plan. A summary of the enrollment data must be incorporated into the final report. Additional enrollment projections by college, school and department will be used as they relate to the development of future projects.
- D. Space Needs.** CFP has completed a comprehensive evaluation of ETSU's space utilization and space needs. The development of the space needs for the campus is a foundational element for the development of the comprehensive master plan. Both on-ground and online FTE students should be acknowledged in the master plan. Include space utilization/capacity analysis which can be used to support specific objectives of the master plan. Provide benchmarking and peer comparisons. Generate and compare alternatives to meeting identified future space needs, including new buildings, replacement buildings, additions, and repurposing of existing space. Migration plans should be provided where multiple buildings are involved in proposed solutions.

	Number of Buildings	Gross Square Footage	Auxiliary Square Footage	E&G Square Footage
Health Sciences	20	733,803	664,081	69,722
Kingsport Center	1	80,465	0	80,465
Kingsport Downtown	1	14,376	0	14,376
Main Campus	115	4,402,388	650,952	3,751,436
Nave Paramedical Center	1	21,825	0	21,825
Total	138	5,252,857	1,315,033	3,937,824

ETSU's Physical Facility Inventory will be furnished to the successful proposer in Excel format.

- E. Evaluation of Previous Master Plan.** Evaluation of the 2010 Campus Master Plan and 2014 Campus Master Plan update as to progress made and determine if any concepts or ideas should be carried over to the new 2020 Campus Master Plan.
- F. Site Considerations.** Create site plans showing existing land use, pedestrian circulation, vehicular circulation, parking lots, hardscape areas, landscaping, drainage, topography, signage and other site features, including the nature and interrelationship of campus precincts to each other and the surrounding area. Provide existing parking counts and existing and future parking needs.
- G. Landscape Plan.** The illustrated plan will outline work that may be accomplished through capital projects as well as through the use of university forces. This plan will identify green spaces to be developed within the campus, develop concepts for iconic outdoor spaces/features, and identify existing landscaping that could be replaced by lower maintenance landscaping.
- H. Land Acquisition/Disposal.** The Land Acquisition/Disposal plan will be updated from the current master plan and incorporate any new areas envisioned for potential acquisition. It will include a prioritization of acquisitions/disposals.
- I. Student Services.** The master plan should include considerations for one stop shops, counseling, financial aid, student organizations, book store and related items of student interest as appropriate to the institution. Student life may also include housing, dining and recreation as listed below.
- J. Implementation Table and Cost.** The THEC master plan guidelines require a listing of all recommended projects including the total cost (total project budget) for each project. Building construction costs and total project costs will be based on current dollars and will be listed in relation to the current year of the master

plan document to facilitate updating each subsequent year based upon inflation. The listing will include the associated priority of each project and anticipated source of funding. The table will be developed to demonstrate the anticipated time frame for implementation of each project. The intent of the table will be to illustrate the anticipated outlay and maintenance projects to support the development of the annual capital budget.

- K. Ongoing Capital Improvement Plan.** The Master plan will include a capital improvement plan with capital outlay, capital maintenance and major disclosed projects. Identified projects should be prioritized and may be categorized as short, mid, and long term. The plan will be coordinated with the Implementation Table. While the master plan will present the anticipated 10-year vision of the campus, it will also present the long-term vision of the campus with 2030 and a 2040 vision. The plans will be illustrated as master plan drawings with anticipated capital improvements noted.
- L. Housing Study.** ETSU has completed a study/plan for Student Housing. The master plan will incorporate the independently developed vision for student housing and the variety and mix of housing options.
- M. Parking and Traffic Studies.** The master plan will include a parking and traffic study and is intended to refine multiple 2014 Master Plan Update concepts. The study must include projects that will enhance circulation, provide safe crossings and make the circulation systems integral to the service of the university. The overall desire is to develop a more pedestrian oriented campus and create more visible entrances / gateways. Any additional parking should be added near campus perimeter and in garages.
- N. Utility and Infrastructure.** Catalog the general condition and age of the following infrastructure systems and compare their current demand and current capacity with future demand: steam, chilled water, natural gas, electricity, domestic water, sanitary sewer, stormwater, and standby generator power. Identify needed improvements and expansions.
- A detailed utility and infrastructure assessment will include the following:
1. A narrative description of the existing utility infrastructure
 2. Tabulated lists of existing buildings with utility load information.
 3. A conditional assessment of the existing utility distribution systems and generating assets.
 4. Site utility plans illustrating the current distribution systems.
 5. Schematic block diagrams for steam and chilled water illustrating the current distribution network and load at each existing building.
 6. A narrative description of future improvements to the utility systems to address the condition of the systems and future buildings.
 7. Site utility plans illustrating the future improvements to the distribution system for steam, chilled water, natural gas, and electrical, to address the condition of the systems and future buildings.
 8. An estimate of the probable cost of construction for improvements to the utility systems.
- O. Security.** Identify basic safety and security needs, primarily focused on site security, campus access and control as well as campus access to buildings, recreation / athletic fields and related public areas.
- P. Recreation.** Evaluate current intramural facilities, academic athletic facilities, as well as informal indoor and outdoor recreational facilities that meet institutional goals for student wellbeing. If there are joint uses of athletics, recreation and/or physical education functions, these should be identified and defined.
- Q. Athletics.** In the context of current and future athletic objectives and needs, generate and compare alternatives for improvements to existing varsity athletic facilities. Plans for upgrading and expanding facilities must be developed, verified and included.
- R. Classroom Inventory.** The master plan shall include an inventory of university classrooms. The inventory will provide the physical characteristics of each space and include the extent of technology, condition of room, room type, seating type and occupancy, etc.
- S. Facility Condition Audit.** Audit/review the university's condition assessment on the E&G buildings for the main campus. The purpose of the audit is to verify the facility rating score assigned to each building by the campus.

- T. Sustainability.** Provide a comprehensive review of what ETSU is doing regarding sustainable practices and recommendations for future sustainability practices, projects, and programs.

V. Deliverables and Process

ETSU will need one master color copy of the final Master Plan in high definition digital form for printing by ETSU, presentation board(s) of the final MP rendering, ten copies of the MP for distribution, a three-page fold out executive summary and a PowerPoint presentation.

Recommendations are to be provided in graphic and narrative form to describe concepts for campus components in sufficient clarity and detail to provide clear direction for future decision-making. Development of alternative concepts may be necessary to achieve consensus with the University on an acceptable Master Plan. An Executive Summary that can be distributed separate from the full Master Plan document should be prepared. Electronic versions of all documents are to be provided. Compile a list of all recommended projects, including the total cost of each project. The scope of projects should consider enrollment growth, facility renewal, improvements, infrastructure, environmental impact, life safety, transportation, preservation, energy impact and operating costs.

Work sessions throughout the process will occur with various groups including but not limited to the Faculty Senate, Student Government Association, Staff Senate, various committees and individuals, community town hall meetings as well as consultation with the City of Johnson City and neighborhood groups.

In addition to the typical presentations normally provided with a Master Plan of this scope the following presentations will be required: A formal presentation to the Board of Trustees, with staff of THEC and State Building Commission (SBC) in attendance.

The University has allocated a maximum of \$500,000 for this Master Plan.

RFQ for Consultant Services:
East Tennessee State University
Master Plan
SBC No. 369/-005-XX-2021

CERTIFICATION

RESPONDENT LEGAL ENTITY NAME:

RESPONDENT FEDERAL EMPLOYER IDENTIFICATION NUMBER:

In regard to the project identified in the header above the Respondent does hereby affirm and expressly declare confirmation, certification, and assurance of the following:

1. This proposal constitutes (a) a commitment to provide all services as defined in the RFQ Pro Forma Master Contract (MC) and attached Scope of Services for the total contract period and (b) confirmation that the Respondent shall comply with all of the provisions in this Request for Qualifications and shall accept all terms and conditions set out in the MC.
2. The information detailed in the qualifications submitted herewith in response to the subject RFQ is accurate.
3. The qualifications submitted herewith in response to the subject RFQ shall remain valid for at least 120 days subsequent to the date of the cost negotiation and thereafter in accordance with any contract pursuant to the RFQ.
4. As applicable to this proposed MC, the Respondent shall comply with:
 - a) the laws of the State of Tennessee
 - b) Title VI of the federal Civil Rights Act of 1964
 - c) Title IX of the federal Education Amendments Act of 1972
 - d) the Equal Employment Opportunity Act and the regulations issued there under by the federal government
 - e) the Americans with Disabilities Act of 1990 and the regulations issued there under by the federal government
 - f) the condition that the submitted proposal was independently arrived at, without collusion, under penalty of perjury; and,
 - g) the condition that no 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 an officer, agent, employee, subcontractor, or consultant to the Respondent in connection with the Procurement under this RFQ.
5. The Respondent shall provide proof of insurance in accordance with the requirements of the RFQ.
6. The Respondent's signatory below is an individual empowered to contractually bind the Respondent
7. The Respondent acknowledges receipt of Addendum:
Addendum number(s) and date(s): _____

SIGNATURE: _____ **DATE:** _____

Printed Name and Title: _____

East Tennessee State University
Master Plan
SBC No. 369/005-XX-2021

END OF CERTIFICATION STATEMENT

QUALIFICATIONS STATEMENT & EVALUATION GUIDE — SECTION A			
SECTION A — MANDATORY REQUIREMENTS			
<p>QUALIFICATIONS STATEMENT & EVALUATION GUIDE</p> <p>SECTION A: MANDATORY REQUIREMENTS. The Proposer must address all items detailed below and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Proposer must also detail the proposal page number for each item in the appropriate space below. The RFQ Coordinator will review the Proposal to determine if the Mandatory Requirement Items are addressed as required.</p>			
PROPOSER LEGAL ENTITY NAME:			
<ul style="list-style-type: none"> The Proposer must deliver its proposal to and the proposal must be received by the Planning, Design, & Construction office of East Tennessee State University no later than the Proposal Deadline specified in the RFQ Section 3, Schedule of Events. The Qualifications Statement must NOT contain any restrictions of the rights of the State/East Tennessee State University or other qualification of the Proposal. A Proposer must NOT submit alternate Proposals. A Proposer must NOT submit multiple Proposals in different forms (as a prime and a sub-contractor). 			
Proposal Page # (Proposer completes)	Item Ref.	Section A— Mandatory Requirement Items	Pass/Fail
	A.1.	Provide the Proposal Transmittal and Statement of Certifications and Assurances (RFQ Attachment 6.3.) completed and signed by an individual empowered to bind the Proposer to the provisions of this RFQ and any resulting contract. The document must be signed without exception or qualification.	
	A.2.	Provide a statement, based upon reasonable inquiry, of whether the Proposer or any individual who shall perform work under the contract has a possible conflict of interest (e.g., employment by the State of Tennessee or East Tennessee State University) and, if so, the nature of that conflict.	
	A.3	Describe the Proposer's form of business (i.e., individual, sole proprietor, corporation, non-profit corporation, partnership, limited liability company) and detail the name, mailing address, email address and telephone number of the person East Tennessee State University should contact regarding the proposal.	
	A.4	Provide a statement of whether there have been any mergers, acquisitions, or sales of the Proposer's company within the last ten years, and if so, an explanation providing relevant details.	
	A.5	Provide a statement of whether the Proposer or any of the Proposer's principals, agents, independent contractors, or subcontractors have been convicted of, pled guilty to, or pled <i>nolo contendere</i> to any felony, and if so, an explanation providing relevant details.	
	A.6	Provide a statement of whether there is any pending litigation against the Proposer; and if such litigation exists, an attached opinion of	

		counsel as to whether the pending litigation will impair the Proposer's performance in a contract under this RFQ.	
	A.7	Provide a statement of whether, in the last ten years, Proposer 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, and if so, an explanation providing relevant details.	
	A.8	Provide a statement of whether there are any pending Securities Exchange Commission investigations involving the Proposer, and if such are pending or in progress, an explanation providing relevant details and an attached opinion of counsel as to whether the pending investigation(s) will impair the Proposer's performance in a contract under this RFQ.	

QUALIFICATIONS STATEMENT & EVALUATION GUIDE — SECTION B		
PROPOSER NAME:		
SECTION B — QUALIFICATIONS & EXPERIENCE		
<p>The Proposer must address ALL Qualifications and Experience section items and provide, in sequence, the information and documentation as required (referenced with the associated item references).</p> <p>A Proposal Evaluation Team, made up of three or more East Tennessee State University employees, will independently evaluate and score the proposal's "qualifications and experience" responses.</p>		
Proposal Page # (to be completed by Proposer)	Qualifications & Experience Items	Points Awarded
	B.1 Provide a brief, descriptive statement indicating the Proposer's credentials to deliver the requested services. (8 points)	
	B.2 Indicate how long the Proposer has been providing the requested services and include the number of years in business. (5 points)	
	B.3 Indicate the Proposer organization's number of employees, client base, and location of offices (list all offices in the State of Tennessee). (2 points)	
	B.4 Provide a narrative description of the proposed project team and its organizational structure, list its members, their roles, and include resumes. (Owner reserves the right to approve any changes in the proposed project team). (15 points)	
	B.5 Provide a statement of whether or not the Proposer has any current contracts with higher education institutions or has completed any contracts with higher education institutions within the previous five (5) year period for master planning / space analysis / programming services. If so, provide the following information for all of the current and completed contracts: <ul style="list-style-type: none"> (a) the name, title, telephone number and e-mail address of the institution's contact knowledgeable about the contract; (b) the procuring higher education institution; (c) a brief description of the contract's scope of services; (d) the contract period (e) work examples - provide a web link for three comprehensive master plans undertaken by your firm for institutions comparable to ETSU's master plan project. In lieu of providing a web link the work examples may be furnished electronically (15 points) 	
<i>(Maximum Section B Score = 45)</i>		

QUALIFICATIONS STATEMENT & EVALUATION GUIDE — SECTION C

The Proposer must address ALL Technical Approach section items and provide, in sequence, the information and documentation as required (with the associated item references). A Proposal Evaluation Team, made up of three or more East Tennessee State University employees, will independently evaluate and score the proposal's response to each item.

Technical Requirements		Pass/Fail
C.1 <u>Technical Mandatory Pass/Fail Requirements</u> (Proposer shall validate in its response its understanding of these mandatory requirements and its ability to provide the required services as well as describe in detail the sub-contractors it uses for these services and how each process is conducted. Proposer shall validate in its Technical Response its ability to provide the following services.		
	<u>General Requirements</u> <ol style="list-style-type: none">1. Proposer shall validate in its response its understanding the services of the master planning consultant may be retained for the life of the master plan (ten years), pending State Building Commission approval (SBC). It is expected the SBC will initially approve a 5 year contract, followed by a second 5 year contract.2. Proposer shall validate in its response its understanding that Proposer may be requested to assist with implementation of the plan, as well as prepare and endorse any updates or amendments to the plan for the life of the plan.3. Proposer shall validate in its response its understanding that the capital improvement plan and Implementation Table may require annual updates.4. Proposer shall validate in its proposal its understanding that Proposer may be requested to assist ETSU with preparing progress reports every two years on the implementation of the plan.	

QUALIFICATIONS STATEMENT & EVALUATION GUIDE — SECTION C

The Proposer must address ALL Technical Approach section items and provide, in sequence, the information and documentation as required (with the associated item references). A Proposal Evaluation Team, made up of three or more East Tennessee State University employees, will independently and impartially evaluate and score the proposal's response to each item.

C.2 Technical Scored Requirements (In the previous Mandatory pass/fail section (Section C.1) Proposers were asked to validate in its response its understanding of the mandatory requirements. In section C.2 Proposers are asked for descriptions of their services and will be scored based on those descriptions. Proposers to indicate in Attachment 3, Section C(2) page reference numbers of its Proposal to these requirements).	Points Awarded
<ol style="list-style-type: none"> 1. Provide an overview of the philosophy of the Proposer's firm and their approach to Master Planning. (10 points) 2. Provide a description of how the Proposer (and consultants, if appropriate) will achieve the requirements of this RFQ and the elements of the THEC Master Plan Guidelines. Explain how the Proposer will address the various disciplines (planning, space studies, architectural & engineering, graphics, etc.) that will be needed to complete this Master Plan. (6 points) 3. Provide information and a summary example of space utilization study and migration plan that will be accomplished. Identify how the THEC Space Guidelines will be used in this effort and if other space models or peer comparisons will be used to validate space analysis. Describe how these models may apply to this campus. (10 points) 4. Provide information on how your team will approach the planning for the Master Plan Objectives listed in Attachment 1.A, Section III, Master Plan Components, Items A – T. Include summary examples or other support documents as may be appropriate to explain your process. (10 points) 5. Provide a proposed schedule for this project identifying each phase / task. (4 points) 6. Provide a detailed breakdown of the specific tasks that will comprise the project, to include the following information for each task: <ol style="list-style-type: none"> a. The actual "on-campus" time planned for each task; b. The specific personnel (by name and/or position) that will be on-campus to perform each task; and c. An itemization of the deliverable(s) that will be provided upon completion of each task. <p>Provide an itemization of the deliverables that will be provided at each phase / task and at completion. Note: Billing will be based on the specific phases/tasks in the proposal, not the schedule. (10 points)</p> 	
<p><u>Diversity Commitment</u> (5 points)</p> <ol style="list-style-type: none"> 1. Provide documentation of the Proposer's commitment to diversity as represented by its business strategy, business relationships, and workforce— this documentation should detail all of the following: <ol style="list-style-type: none"> (a) a description of the Proposer's existing programs and procedures designed to encourage and foster commerce with business enterprises owned by minorities, women, Tennessee service-disabled veterans and small business enterprises; (b) a listing of the Proposer's current contracts with business 	

	<p>enterprises owned by minorities, women, Tennessee service-disabled veterans and small business enterprises, including the following information:</p> <ul style="list-style-type: none"> (i) contract description and total value (ii) contractor name and ownership characteristics (i.e., ethnicity, sex, disability) (iii) contractor contact and telephone number; <p>(c) an estimate of the level of participation by business enterprises owned by minorities, women, Tennessee service-disabled veterans and small business enterprises in a contract awarded to the Proposer pursuant to this RFQ, including the following information:</p> <ul style="list-style-type: none"> (i) participation estimate (expressed as a percent of the total contract value that will be dedicated to business with subcontractors and supply contractors having such ownership characteristics — PERCENTAGES ONLY — DO NOT INCLUDE DOLLAR AMOUNTS) (ii) descriptions of anticipated contracts (iii) names and ownership characteristics (i.e., ethnicity, sex, disability) of anticipated subcontractors and supply contractors anticipated; and <p>(d) the percent of the Proposer's total current employees by ethnicity, sex, and handicap or disability. Proposers that demonstrate a commitment to diversity will advance East Tennessee State University's efforts to expand opportunity to do business with East Tennessee State University as contractors and sub-contractors.</p>	
<i>(Maximum Score Section C2 = 55)</i>		

PROPOSAL SCORE SUMMARY MATRIX

	Qualification & Experience 45 Points						Technical 55 Points						Q&E+T		
Evaluator	1	2	3	4	5	Median	1	2	3	4	5	Median	Total Q&E+T	Normalized Q&E+T	Total
Proposer A															
Proposer B															
Proposer C															
Proposer D															
Proposer E															
Proposer F															

The Median of the scores of all evaluator for the Q&E plus T will be totaled and then the scores will be normalized to give the highest score a value of 100 points. The formula is:

$$\frac{\text{Proposers Median Score Total Q\&E+T}}{\text{Highest Median Score Total Q\&E+T}} \times 100 \text{ Points}$$