

# THE UNIVERSITY OF TENNESSEE

Purchasing Department  
5723 Middlebrook Pike  
Knoxville, TN 37921

**Ship To:**

C/O Department  
All University of TN Campuses  
Address designated by Dept.  
Details designated by Dept.  
City to be given at order placement , TN 37996

## Framework Purchase Order

**Vendor Address**

Vendor No. 1136737  
PARKER EXECUTIVE SEARCH LLC  
5 CONCOURSE PARKWAY, SUITE 2900  
ATLANTA GA 30328

**Information**

**Date:** 04/12/2019  
**Framework PO #:** 5500007903  
**Payment Terms:** within 30 days Due net  
**Delivery Date:** 05/01/2019  
**F.O.B.:** U.T. Destination  
**Buyer:** Casey Carrigan  
**Phone:** 865-974-2302  
**Fax:** 865-974-2973  
**Validity Dt: From** 05/01/2019 **To** 05/31/2027  
**Collective Number:** 1499929

**Bill To:**

All University of TN Campuses  
Address designated by Dept.  
Details designated by Dept.  
City to be given at order placement

Item	QTY	UM	Material/Description	Price Per Unit	Net Amount
00001	1	LOT	Executive Search Firm Servic Executive Search Firm Services	500,000.00	500,000.00
			<b>Total Net Amount without Tax USD</b>		===== <b>500,000.00</b>
			See attached framework terms		
			The University of Tennessee conforms to all applicable rules, regulations and relevant orders of the Secretary of Labor. Affirmative action clauses and supporting regulations are incorporated by reference. 41 C.F.R. 60:1,4 sections 60-250.22, 60-741.22 and C.F.R. 61-250.10.		

Signature Casey Carrigan

## Framework Order Terms

### Purchasing Agreement #: 5500007903

This agreement is dated May 1, 2019, and is between The University of Tennessee (“University”), and Parker Executive Search LLC (“Supplier”). The parties agree as follows:

1. **Term; Renewal; Termination:**

- a. **Term:** This agreement begins at 12:01 AM Eastern Time on May 1, 2019, and ends at 11:59 PM Eastern Time on May 31, 2027.
- b. **Renewal:** None.
- c. **Termination:** Either party may terminate this agreement for any reason by giving the other party notice at least 30 days in advance.

2. **Agreement Based Upon:** University of Virginia Contract UVA053115

3. **General Description:** Supplier will provide executive search firm services to assist with locating administrators, coaches, deans, academic chairs of excellence and other professional vacant positions at the University.

4. **Cooperative Procurement:** Deleted.

5. **Pricing and Payment:**

a. **Payment Terms:**

- i. Supplier will conduct executive search assignments for a set fee of 30% of the first year’s total cash compensation, with a minimum fee of \$65,000.
- ii. The fee will be invoiced in three equal increments at the beginning of the search and 30 and 60 days thereafter. In the event the search parameters are modified which requires additional work by Supplier, or if the University requests Supplier to recommence or expand the search beyond the original recommendations, Supplier is entitled to an additional fee which will be negotiated prior to the commencement of any additional work.
- iii. Supplier has a fixed fee structure for all executive search processes and will not bill the University back any supplemental fees due to increases in the final compensation for the successful candidate. Supplier will not negotiate any final fees as a result of deviation from the originally determined compensation range.
- iv. In addition to the professional fee, Supplier will bill direct expenses on an out-of-pocket basis. These expenses include items such as teleconference calls with the committee, secure site access for the search committee,

research and delivery services, as well as travel and interview expenses for the search consultants. Supplier's reimbursable expenses will not exceed 12% of the total fee.

- v. Advertising, background investigations, committee interview, committee travel, and candidate travel expenses are not included in the 12% expense budget and will be invoiced separately to the University along with proper documentation.
- vi. The University cannot reimburse for first class airfare, in accordance with the University's travel policy (FI0705).

b. Pricing Structure: Supplier will provide pricing to University as follows:

- i. Core Products List: Deleted.
- ii. Non-Core Items: Deleted.
- iii. Additional Costs: Deleted.

c. Pricing Accuracy: Supplier shall make reasonable efforts to ensure that Supplier charges the University accurate pricing for 100% of University's order.

d. Prohibited Costs: Supplier shall not charge the University any costs, unless the cost is explicitly stated in this agreement.

6. Ordering & Delivery: Deleted.

7. Cancelling Orders: The University may terminate the search for any reason upon notice. If this occurs within the first three months after Supplier commences the engagement, the fee for services up to that point shall be equal to the set fee, prorated on a per diem basis over the initial 90-day period plus any out-of-pocket expenses incurred. If the termination occurs after the 90-day period, the fee for Supplier's services shall be the set fee plus out-of-pocket expenses and any reimbursable expenses.

8. Restocking Fees: Deleted.

9. Warranty: Deleted.

10. Shipping: Deleted.

11. Returns: Deleted.

12. Refunds: Deleted.

13. **Insurance:** During the term of this agreement, Supplier shall maintain the insurance coverage stated in Schedule 1.
14. **Licenses:**
  - a. Contractor's License: Deleted.
  - b. Additional Licenses: Deleted.
15. **Bonds:** Deleted.
16. **State Building Commission:** Deleted.
17. **Miscellaneous:**
  - a. Additional Goods or Services: The parties may mutually agree to add additional goods or services from Supplier.
  - b. Invoices: Supplier's invoices must at least contain the following:
    - i. Billed to "The University of Tennessee"
    - ii. Itemized description of the goods or services purchased, including unit of measure and unit price
    - iii. Supplier's name and address
    - iv. Transaction date
    - v. Transaction total
  - c. Non-Exclusivity/No Required Quantities: The University will promote the use of this agreement; however, the University does not guarantee that all purchases for the products and/or services available under any award will be made exclusively from the Supplier. Also, this agreement does not obligate the University to make any purchases from Supplier.
  - d. Assignment: Neither party may assign this agreement, or any right or duty hereunder, or enter into a subcontract for any of the services performed under this agreement, without the prior written approval of an authorized official of both parties.
  - e. Governmental Restrictions: In the event any governmental restrictions are imposed which would necessitate alteration of the material, work quality, or performance of the items offered on this bid prior to their delivery, Supplier must notify the University promptly regarding the potential impact. The University may accept any such alteration, including any price adjustments, or to cancel the order at no expense to the University.

- f. Records; Audit:
  - i. Records: Supplier will maintain records for all expenses for which Supplier invoices the University under this agreement. Supplier will maintain its records for at least 3 years, and will maintain its records in accordance with generally accepted accounting principles.
  - ii. Audit: During the term of this agreement and for 3 years after the last payment from the University to Supplier under this agreement, the State of Tennessee Comptroller or the University's internal audit, or both, may audit Supplier's records that relate to this agreement.
  
- g. Supplier Adherence to Agreement: Supplier may only sell goods or services listed in the University's purchase order. If Supplier sells items not listed in the University's purchase order, the University may terminate the purchase order immediately.
  
- h. No Third-Party Beneficiaries: There are no third-party beneficiaries to this agreement.
  
- i. Iran Divestment Act: Supplier certifies, under penalty of perjury, that to the best of its knowledge and belief Supplier is not on the list created pursuant to Tenn. Code Ann. § 12-12-106. Supplier further certifies that it shall not utilize any subcontractor that is on the list created pursuant to Tenn. Code Ann. §12-12-106.
  
- j. Illegal Immigrants: In compliance with the requirements of Tenn. Code Ann. § 12-3-309, Supplier hereby attests that it shall not knowingly utilize the services of an illegal immigrant in the United States in the performance of this agreement and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the United States in the performance of this agreement.
  
- k. Registration with the Tennessee Department of Revenue: Supplier must register with, or receive an exemption from, the Tennessee Department of Revenue for the collection of Tennessee sales and use tax. This registration requirement is a material requirement of this agreement. Supplier shall comply, and shall require any subcontractor to comply, with all laws and regulations governing the remittance of sales and use taxes on the sale of goods and services made by Supplier, or Supplier's subcontractor.
  
- l. Governing Law: The internal laws of the state of Tennessee (without regard to its conflict of law principles) govern this agreement.
  
- m. Severability: The parties intend as follows:

- i. that if any provision of this agreement is held to be unenforceable, then that provision will be modified to the minimum extent necessary to make it enforceable, unless that modification is not permitted by law, in which case that provision will be disregarded;
  - ii. that if an unenforceable provision is modified or disregarded in accordance with this section, then the rest of the agreement will remain in effect as written; and
  - iii. that any unenforceable provision will remain as written in any circumstances other than those in which the provision is held to be unenforceable.
  
- n. Entire Agreement: This agreement constitutes the entire understanding between the parties with respect to the subject matter of this agreement and supersedes all other agreements, whether written or oral, between the parties. In the event Supplier's invoices, order forms, or other Supplier-provided items contain terms, Supplier acknowledges that Supplier's terms do not apply to the Customer. Further, in the event Supplier's website, mobile applications, or other platforms contain click-wrap, browse-wrap, or shrink-wrap terms and conditions, Supplier states that such terms and conditions do not apply to Customer.
  
- o. Debarment: Supplier hereby states that the following are true statements:
  - i. Supplier is not currently debarred by the U.S. federal government.
  - ii. Supplier is not currently suspended by the U.S. federal government.
  - iii. Supplier is not currently named as an "excluded" supplier by the U.S. federal government.
  
- p. Fraudulent Orders: Supplier is solely responsible for ensuring that Supplier fulfills only legitimate orders. The University is not responsible for any fraudulent orders (for purposes of this agreement, "fraudulent orders" means any order that is not: (a) made by the University, or (b) for the University's official use.

**18. Background Checks, Premise Rules and Conduct:**

- a. Background Checks:
  - i. General Obligation: Supplier will not knowingly assign any individual to provide services to University if the individual has a history of criminal conduct. For purposes of this agreement, "criminal conduct" means charges filed by any government agency, excluding non-moving violations and speeding violations.
  - ii. Tennessee Abuse Registry; Tennessee Sex Offender: Supplier must inform the University's Office of Procurement Services immediately if any of Supplier's employees or sub-contractors are listed in:
    - 1. The Tennessee Abuse Registry.
    - 2. The Tennessee Sex Offender Registry.

- iii. Prompt Background Checks: If the University requests, Supplier must perform a comprehensive criminal background check on any Supplier employee or sub-contractor.
  
  - b. Premises Rules: When Supplier is physically present on University property, Supplier shall make reasonable efforts to cause its employees and permitted sub-contractors to become aware of, and in full compliance with, University's rules, practices, and policies (collectively referred to as "rules."). For example, Supplier shall ensure that it complies with the University's applicable rules regarding safety, smoking, noise, access restrictions, parking, security, and consideration for minors (students and University visitors under age 18).
  
  - c. Conduct: Supplier will make reasonable efforts to ensure that Supplier's employees and sub-contractors will conduct themselves in a professional manner while on University property, and while interacting with University employees, students, or visitors. Supplier must report, within 24 hours, to the University's Office of Procurement Services any complaints about Supplier's employees or sub-contractors engaging in the following behavior: sexually suggestive or harassing behavior; unwanted physical touching; unwanted photographs; alcohol use; illegal drug use; or physical manifestations of alcohol or drug use (e.g. Supplier's employee emits smells that indicate that the individual consumed alcohol recently).
19. **Force Majeure**: Neither party's delay or failure to perform any provision of this agreement, as result of circumstances beyond its control (including, without limitation, war, strikes, floods, governmental restrictions, power, telecommunications or Internet failures, or damage to or destruction of any network facilities) will be deemed a breach of this agreement.
20. **Waiver of Claims**:
- a. Supplier's Intent: Supplier intends to protect the University's employees from personal liability. Accordingly, Supplier intends to waive and release any claims against the University's employees.
  
  - b. Irrevocable Waiver: Supplier hereby irrevocably waives any claims against the University's employees or former employees. Supplier hereby covenants not to sue University employees or former employees in their individual capacity. This release and waiver applies to Supplier and Supplier's successors, heirs, and assigns.
  
  - c. Materiality: The University and Supplier state that this clause is material to this agreement.
21. **Notice**:

- a. For a notice or other communication under this agreement to be valid, it must be in writing and delivered (1) by hand, (2) by a national transportation company, with all fees prepaid, or (3) by registered or certified mail, return receipt requested and postage prepaid;
- b. Subject to sub-section (d) below, a valid notice or other communication under this agreement will be effective when received by the party to which it is addressed. It will be deemed to have been received as follows:
  - i. if it is delivered by hand, delivered by a national transportation company, with all fees prepaid, or delivered by registered or certified mail, return receipt requested and postage prepaid, upon receipt as indicated by the date on the signed receipt; and
  - ii. if the party to which it is addressed rejects or otherwise refuses to accept it, or if it cannot be delivered because of a change in address for which no notice was given, then upon that rejection, refusal, or inability to deliver.
- c. For a notice or other communication to a party under this agreement to be valid, it must be addressed using the information specified below for that party or any other information specified by that party in a notice in accordance with this section.

**Supplier:**

Laurie C. Wilder, President  
5 Concourse Parkway, Suite 2900  
Atlanta, GA 30328  
Email: [LWilder@parkersearch.com](mailto:LWilder@parkersearch.com)

**University:**

Legal notices only; do not send invoices to this address:

The University of Tennessee  
5723 Middlebrook Pike  
Knoxville, TN 37921-5946  
ATTN: Office of Procurement Services

Email: [contracts@tennessee.edu](mailto:contracts@tennessee.edu)

- d. If a notice or other communication addressed to a party is received after 5:00 p.m. on a business day at the location specified in the address for that party, or on a day that is not a business day, then the notice will be deemed received at 9:00 a.m. on the next business day.



22. **Use of University Intellectual Property:** Except as allowed in this section, Supplier shall not use the University's name, logo, or any other University-owned intellectual property for any reason, without the written consent of an authorized official of the University. During the term of this agreement, Supplier may list the University's name in Supplier's list of clients.

23. **Modification; Waiver:**

a. **Modification:**

i. No amendment of this agreement will be effective unless: (1) it is in writing; (2) it is signed by authorized officials of both parties; and (3) it specifically references this agreement.

ii. Only the University's authorized officials have the authority to bind the University.

b. **Waiver:** No waiver of satisfaction of a condition or failure to comply with an obligation under this agreement will be effective unless it is in writing and signed by the party granting the waiver, and no such waiver will constitute a waiver of satisfaction of any other condition or failure to comply with any other obligation.

The parties are signing this agreement on the date listed in the introductory clause.

**The University of Tennessee**

Signature: Casey Carrigan

Name: Casey Carrigan

Title: Contract Specialist

**Parker Executive Search, LLC**

Signature: 

Name: Laurie C. Wilder

Title: President

**Schedule 1: Insurance Requirements**

Workers Compensation (WC):

Each Accident	\$ 100,000
Disease, each employee	\$ 100,000
Disease, policy limit	\$ 500,000

Commercial General Liability (CGL):

Each Occurrence Limit	\$ 1,000,000
Damage to Rented Premises – Ea. Occ.	\$ 300,000
Medical Expense – any one person	\$ 10,000
Personal & Advertising Injury Limit	\$ 1,000,000
General Aggregate Limit	\$ 2,000,000
Products/Completed Ops. Aggregate Limit	\$ 2,000,000

Automobile Liability

Combined Single Limit	\$ 1,000,000
-----------------------	--------------

Professional Liability

\$ 1,000,000

The following language should be included in the Description of Operations section of the COI:

The University of Tennessee, its Board of Trustees, officers, employees, agents, and volunteers are named as Additional Insureds with respect to the General and Automobile Liability policies. A Waiver of Subrogation applies to Workers Compensation, General Liability and Automobile Liability policies as evidenced on this certificate of insurance. All insurance policies above are primary and non-contributory to any other insurance available to the Certificate Holder. A thirty day notice of cancellation is required.