

CONTRACT #6

RFS # N/A

FA # N/A

University of Tennessee

VENDOR:

**Alexander, Haas, Martin &
Partners, Inc.**

(AHM&P)



Vice President for Development
and Alumni Affairs

605 Andy Holt Tower
Knoxville, TN 37996-0165
Phone: (865) 974-4531
Fax: (865) 974-2663

February 11, 2010

RECEIVED

FEB 12 2010

FISCAL REVIEW

Mr. Jim White
Executive Director
Fiscal Review Committee
320 Sixth Avenue, North - 8th Floor
Nashville, TN 37243-0057

Dear Mr. White:

In FY03, the university established a relationship with Alexander, Haas, Martin and Partners, Inc (AHM&P) to provide a capital campaign feasibility study. At the completion of the initial study, the university elected to enter into a three year non-competitive bid contract to provide counsel, strategy and direction for our one billion dollar capital campaign, which was approved the Fiscal Review Committee on 12/14/05. This contract began on 01/01/2006 and was scheduled to end on 12/31/2008 with a maximum liability of \$858,000.00. In August 2008, we requested an extension of time to complete study and spend the remaining funds left in the contract. On September 9, 2008, the Fiscal Review Committee approved an amendment to extend the contract end date from 12/31/08 to 12/31/2009 with no increase in maximum liability.

The University of Tennessee is now submitting for the committee's review an increase in the contract amount of \$37,997.43, bringing the total amount of the contract to \$895,997.43. In the process of completing study projects at our four campuses, AHM&P provided services in excess of the contract maximum liability. We were not aware of this fact until the final invoices came to us in January. AHMP has completed their projects and the Development Office has verified that invoiced expenses were in accordance with the scope of the contract. Please accept our apology and our promise to be more careful in the future, and provide us an increase of \$37,997.32, which will allow us to pay the final invoices and complete our contract agreement with AHMP.

Although we have overspent on the contract, the positive is each project has resulted in gift identification leading to more gifts being credited to the one billion dollar campaign goal. Thus far, we have received \$962,650,493 of our \$1 billion goal.

If you have any additional questions or need additional information, please let me know.

Respectively,

Henry Nemcik
Vice President for Development and Alumni Affairs

Attachment

Cc: Dr. Jan Simek
Dr. Gary Rogers
Mr. Peter Aarnodt
Mr. Charles M. Peccolo
Mr. Anthony Hayes
Mr. Scott Rabenold

**Supplemental Documentation Required for
Fiscal Review Committee**

*Contact Name:	Mary McDonald	*Contact Phone:	865-974-2302	
*Original Contract Number:	N/A	*Original RFS Number:	N/A	
Edison Contract Number: (if applicable):	N/A	Edison RFS Number: (if applicable):	N/A	
*Original Contract Begin Date:	January 1, 2006	*Current End Date:	December 31, 2009	
Current Request Amendment Number: (if applicable):	2			
Proposed Amendment Effective Date: (if applicable):	11/01/2009			
*Department Submitting:	The University of Tennessee			
*Division:	University Wide Administration			
*Date Submitted:	February 11, 2010			
*Submitted Within Sixty (60) days:	No			
<i>If not, explain:</i>	In the process of finalizing study project tasks of capital campaign feasibility study AHM&P provided services in excess of contract maximum liability. The department became aware of this upon receipt of final invoices in January 2010.			
*Contract Vendor Name:	Alexander, Haas, Martin & Partners			
*Current Maximum Liability:	\$858,000			
*Current Contract Allocation by Fiscal Year: (as Shown on Most Current Fully Executed Contract Summary Sheet)				
FY:2006	FY:2007	FY:2008	FY:2009	FY:2010
\$106,472	\$276,881	\$208,182	\$153,060	\$113,405
*Current Total Expenditures by Fiscal Year of Contract: (attach backup documentation from STARS or FDAS report)				
FY:2005	FY:2006	FY:2007	FY:2008	FY:2009
\$106,472	\$276,881	\$208,182	\$153,060	\$151,403
IF Contract Allocation has been greater than Contract Expenditures, please give the reasons and explain where surplus funds were spent:	N/A			
IF surplus funds have been carried forward, please give the reasons:	N/A			

Supplemental Documentation Required for
Fiscal Review Committee

and provide the authority for the carry forward provision:		
IF Contract Expenditures exceeded Contract Allocation, please give the reasons and explain how funding was acquired to pay the overage:		In the process of finalizing study project tasks of capital campaign feasibility study, AHM&P provided services in excess of contract maximum liability. This amendment is being requested to pay the overage.
*Contract Funding Source/Amount:	State: \$858,000	Federal:
Interdepartmental:		Other:
If "other" please define:		
Dates of All Previous Amendments or Revisions: (if applicable)	Brief Description of Actions in Previous Amendments or Revisions: (if applicable)	
September 2008	Extend contract end date to December 31, 2009	
Method of Original Award: (if applicable)	Noncompetitive	
*What were the projected costs of the service for the entire term of the contract prior to contract award?	\$858,000.00	

Supplemental Documentation Required for Fiscal Review Committee

For all new non-competitive contracts and any contract amendment that changes Sections A or C.3. of the original or previously amended contract document, provide estimates based on information provided the Department by the vendor for determination of contract maximum liability. Add rows as necessary to provide all information requested.

If it is determined that the question is not applicable to your contract document, attach detailed explanation as to why that determination was made.

Planned expenditures by fiscal year by deliverable. Add rows as necessary to indicate all estimated contract expenditures.

Deliverable description:	FY: 2006-2010	FY:	FY:	FY:	FY:
Offsite counsel	108,000				
On site counsel	550,000				
Travel	200,000				

Proposed savings to be realized per fiscal year by entering into this contract. If amendment to an existing contract, please indicate the proposed savings to be realized by the amendment. Add rows as necessary to define all potential savings per deliverable.

Deliverable description:	FY:	FY:	FY:	FY:	FY:
Not applicable. Contract services have resulted in gift identification leading to credited gifts of \$962,650,493.					

Comparison of cost per fiscal year of obtaining this service through the proposed contract or amendment vs. other options. List other options available (including other vendors), cost of other options, and source of information for comparison of other options (e.g. catalog, Web site). Add rows as necessary to indicate price differentials between contract deliverables.

Proposed Vendor Cost: (name of vendor)	FY:	FY:	FY:	FY:	FY:
Not Applicable.					
Other Vendor Cost: (name of vendor)	FY:	FY:	FY:	FY:	FY:
Other Vendor Cost: (name of vendor)	FY:	FY:	FY:	FY:	FY:

Vendor 1011975
 Company Code UT
 Name ALEXANDER HAAS MARTIN AND PARTNERS
 City ATLANTA

				Doc Date	LC amnt	
2401323894	KN	1011975	1103	01/24/2006	-1,476.57	
2401323796	KN	1011975	1103	01/30/2006	-22,250.00	
2401323891	KN	1011975	1103	01/30/2006	-1,769.03	
2401323892	KN	1011975	1103	02/03/2006	-986.75	
2401323888	KN	1011975	1103	03/01/2006	-11,300.27	
2401323889	KN	1011975	1103	03/06/2006	-1,259.70	
2401328317	KN	1011975	1103	03/09/2006	-123.71	
2401338592	KN	1011975	1103	03/30/2006	-392.01	
2401343821	KN	1011975	1103	04/01/2006	-19,500.00	
2401338594	KN	1011975	1103	04/03/2006	-731.88	
2401338598	KN	1011975	1103	04/03/2006	-1,322.67	
2401343823	KN	1011975	1103	04/24/2006	-990.61	
2401353121	KN	1011975	1103	04/28/2006	-789.17	
2401353125	KN	1011975	1103	05/01/2006	-22,250.00	
2401353123	KN	1011975	1103	05/02/2006	-1,010.81	
2401356244	KN	1011975	1103	05/09/2006	-1,087.35	
2401356245	KN	1011975	1103	05/11/2006	-605.50	
2401370773	KN	1011975	1103	05/30/2006	-946.47	
2401370770	KN	1011975	1103	06/01/2006	-16,750.00	
2401375040	KN	1011975	1103	06/15/2006	-928.71	-106,471.21
2401616292	KN	1011975	1103	07/01/2006	-19,500.00	
2401616282	KN	1011975	1103	07/05/2006	-1,079.92	
2401616285	KN	1011975	1103	07/06/2006	-935.49	
2401616280	KN	1011975	1103	07/18/2006	-711.01	
2401620751	KN	1011975	1103	07/25/2006	-1,089.99	
2401616287	KN	1011975	1103	07/26/2006	-458.10	
2401616290	KN	1011975	1103	07/28/2006	-1,409.59	
2401620745	KN	1011975	1103	08/01/2006	-25,000.00	
2401620754	KN	1011975	1103	08/14/2006	-216.34	
2401632765	KN	1011975	1103	08/29/2006	-926.02	
2401632767	KN	1011975	1103	08/30/2006	-719.20	
2401632771	KN	1011975	1103	09/01/2006	-27,782.04	
2401632768	KN	1011975	1103	09/05/2006	-1,272.11	
2401632769	KN	1011975	1103	09/05/2006	-375.00	
2401641954	KN	1011975	1103	09/22/2006	-621.11	
2401641955	KN	1011975	1103	09/22/2006	-123.71	
2401641956	KN	1011975	1103	09/22/2006	-690.77	
2401670352	KN	1011975	1103	10/01/2006	-22,755.58	
2401670347	KN	1011975	1103	10/23/2006	-117.48	
2401670345	KN	1011975	1103	11/01/2006	-16,750.00	

2401670346	KN	1011975	1103	11/07/2006	-1,165.58	
2401700722	KN	1011975	1103	11/10/2006	-2,500.00	
2401678171	KN	1011975	1103	11/13/2006	-1,211.29	
2401678169	KN	1011975	1103	11/14/2006	-121.04	
2401678168	KN	1011975	1103	11/16/2006	-246.87	
2401704644	KN	1011975	1103	12/01/2006	-22,250.00	
2401700721	KN	1011975	1103	12/08/2006	-297.86	
2401700723	KN	1011975	1103	12/18/2006	-962.03	
2401704645	KN	1011975	1103	01/01/2007	-17,903.16	
2401718413	KN	1011975	1103	01/10/2007	-929.20	
2401700724	KN	1011975	1103	01/26/2007	-354.21	
2401711898	KN	1011975	1103	01/31/2007	-1,120.62	
2401703100	KN	1011975	1103	02/01/2007	-19,500.00	
2401711899	KN	1011975	1103	02/06/2007	-197.44	
2401711900	KN	1011975	1103	02/15/2007	-241.61	
2401711901	KN	1011975	1103	02/22/2007	-1,008.84	
2401718415	KN	1011975	1103	03/01/2007	-16,750.00	
2401726808	KN	1011975	1103	03/05/2007	-448.09	
2401719920	KN	1011975	1103	03/13/2007	-894.29	
2401727429	KN	1011975	1103	04/01/2007	-16,750.00	
2401726809	KN	1011975	1103	04/02/2007	-498.24	
2401728884	KN	1011975	1103	04/04/2007	-1,026.24	
2401734572	KN	1011975	1103	04/06/2007	-1,216.93	
2401742217	KN	1011975	1103	04/23/2007	-238.14	
2401746646	KN	1011975	1103	05/01/2007	-20,678.24	
2401758670	KN	1011975	1103	05/07/2007	-623.64	
2401752874	KN	1011975	1103	05/11/2007	-484.17	
2500926149	AB	1011975	1103	05/15/2007	1,178.24	
2401752875	KN	1011975	1103	05/15/2007	-1,178.24	
2401752873	KN	1011975	1103	05/22/2007	-209.58	
2401758671	KN	1011975	1103	06/01/2007	-19,500.00	
2401764186	KN	1011975	1103	06/05/2007	-685.18	
2401764191	KN	1011975	1103	06/11/2007	-799.64	
2401770505	KN	1011975	1103	06/20/2007	-411.10	
2401771359	KN	1011975	1103	06/25/2007	-2,003.24	
2401902642	KN	1011975	1117	06/29/2007	-1,120.67	-276,880.60
2401909729	KN	1011975	1117	07/01/2007	-22,250.00	
2401909728	KN	1011975	1117	07/09/2007	-1,239.09	
2401916534	KN	1011975	1117	07/19/2007	-557.02	
2401916535	KN	1011975	1117	07/30/2007	-1,080.13	
2401916549	KN	1011975	1117	08/01/2007	-14,000.00	
2401925702	KN	1011975	1117	08/21/2007	-806.59	
2401925705	KN	1011975	1117	08/30/2007	-439.10	
2401925706	KN	1011975	1117	09/01/2007	-16,750.00	
2401935239	KN	1011975	1117	09/05/2007	-923.95	
2401935238	KN	1011975	1117	09/06/2007	-758.19	
2401939487	KN	1011975	1117	09/17/2007	-577.66	

2401948252	KN	1011975	1117	10/01/2007	-16,750.00
2401953889	KN	1011975	1117	10/15/2007	-830.05
2401953891	KN	1011975	1117	10/15/2007	-2,352.76
2401961215	KN	1011975	1117	11/01/2007	-19,500.00
2401961216	KN	1011975	1117	11/08/2007	-1,313.09
2401976081	KN	1011975	1117	12/01/2007	-11,250.00
2401976083	KN	1011975	1117	12/04/2007	-594.17
2401983973	KN	1011975	1117	12/14/2007	-1,251.26
2401983971	KN	1011975	1117	01/01/2008	-14,000.00
2401989074	KN	1011975	1117	01/11/2008	-1,063.32
2401998760	KN	1011975	1117	01/21/2008	-589.96
2401998757	KN	1011975	1117	01/22/2008	-421.51
2401998762	KN	1011975	1117	02/01/2008	-453.90
2401998763	KN	1011975	1117	02/01/2008	-11,250.00
2402010184	KN	1011975	1117	02/08/2008	-1,244.43
2402010235	KN	1011975	1117	02/14/2008	-514.24
2402012569	KN	1011975	1117	02/15/2008	-2,750.00
2402010182	KN	1011975	1117	02/19/2008	-777.18
2402022701	KN	1011975	1117	03/01/2008	-8,500.00
2402025595	KN	1011975	1117	03/18/2008	-1,517.74
2402025606	KN	1011975	1117	04/01/2008	-1,112.30
2402025607	KN	1011975	1117	04/01/2008	-14,000.00
2402036900	KN	1011975	1117	04/14/2008	-2,020.42
2402038800	KN	1011975	1117	05/01/2008	-8,500.00
2402042508	KN	1011975	1117	05/06/2008	-927.88
2402049323	KN	1011975	1117	05/13/2008	-797.71
2402053769	KN	1011975	1117	05/20/2008	-675.26
2402053770	KN	1011975	1117	05/27/2008	-1,668.12
2402053771	KN	1011975	1117	06/01/2008	-19,500.00
2402059302	KN	1011975	1117	06/03/2008	-638.80
2402065735	KN	1011975	1117	06/18/2008	-354.83
2402065805	KN	1011975	1117	06/25/2008	-1,681.31
2402203703	KN	1011975	1117	07/01/2008	-16,750.00
2402222355	KN	1011975	1117	08/01/2008	-3,000.00
2402222356	KN	1011975	1117	08/05/2008	-1,195.52
2402225996	KN	1011975	1117	08/28/2008	-878.43
2402225995	KN	1011975	1117	09/01/2008	-14,000.00
2402228037	KN	1011975	1117	09/03/2008	-539.87
2402237457	KN	1011975	1117	09/12/2008	-1,788.74
2402237459	KN	1011975	1117	09/22/2008	-1,043.46
2402237458	KN	1011975	1117	09/24/2008	-875.65
2402250152	KN	1011975	1117	10/01/2008	-16,750.00
2402250151	KN	1011975	1117	10/06/2008	-495.51
2402259355	KN	1011975	1117	10/30/2008	-1,412.65
2402259354	KN	1011975	1117	11/01/2008	-11,250.00
2402267537	KN	1011975	1117	11/13/2008	-1,619.89
2402267541	KN	1011975	1117	12/01/2008	-14,000.00

-208,181.97

2402267538	KN	1011975 1117	12/03/2008	-1,127.72	
2402267594	KN	1011975 1117	12/08/2008	-1,217.22	
2402283783	KN	1011975 1117	01/01/2009	-11,250.00	
2402288872	KN	1011975 1117	01/22/2009	-1,433.21	
2402288874	KN	1011975 1117	02/01/2009	-11,250.00	
2402300008	KN	1011975 1117	03/01/2009	-11,250.00	
2402307763	KN	1011975 1117	03/06/2009	-2,243.31	
2402307764	KN	1011975 1117	03/09/2009	-552.34	
2402308784	KN	1011975 1117	03/23/2009	-2,731.61	
2402337044	KN	1011975 1117	04/01/2009	-14,000.00	
2402325822	KN	1011975 1117	04/29/2009	-1,181.22	
2402325826	KN	1011975 1117	05/01/2009	-8,500.00	
2402329657	KN	1011975 1117	05/08/2009	-723.90	-153,060.25
2402337744	KN	1011975 1117	06/01/2009	-14,000.00	
2402342696	KN	1011975 1117	06/12/2009	-1,695.47	
2501335222	AB	1011975 1117	06/30/2009	5,750.00	
2402348427	KN	1011975 1117	06/30/2009	-5,750.00	
2402349187	KN	1011975 1117	06/30/2009	-8,500.00	
2402505685	KN	1011975 1117	07/10/2009	-1,893.88	
2402511158	KN	1011975 1117	07/21/2009	-417.02	
2402511157	KN	1011975 1117	08/01/2009	-14,000.00	
2402524197	KN	1011975 1117	08/27/2009	-844.56	
2402527210	KN	1011975 1117	09/01/2009	-19,500.00	
2402560886	KN	1011975 1117	09/01/2009	-434.91	
2402541726	KN	1011975 1117	09/30/2009	-710.67	
2402541728	KN	1011975 1117	10/01/2009	-16,750.00	
2402552757	KN	1011975 1117	11/01/2009	-14,000.00	
2402552763	KN	1011975 1117	11/03/2009	-711.90	
2402559652	KN	1011975 1117	11/23/2009	-1,279.14	
2402560889	KN	1011975 1117	11/30/2009	-1,274.89	
2402564669	KN	1011975 1117	12/03/2009	-481.15	
2402567911	KN	1011975 1117	12/05/2009	-22,250.00	
2402567912	KN	1011975 1117	12/11/2009	-889.33	
	KN	1011975 1117		-31,770.48	-151,403.40
				-895,997.43	-895,997.43

**THE UNIVERSITY OF TENNESSEE
REQUEST: NON-COMPETITIVE AMENDMENT
CONTRACT**

1) NCJ Number:	<input type="text" value="9000003099"/>	Fund Number:	<input type="text" value="E175500"/>
2) Campus/Institute Name:	<input type="text" value="University-Wide Administration"/>	<input type="text" value="DEV AND ALUMNI AFFAIRS-SYSTEM"/>	

EXISTING CONTRACT INFORMATION

3) Short Description:	<input type="text" value="Alexander Haas Martin & Partners (AHM&P) - Campaign for Tennessee Services"/>		
4) Proposed Vendor:	Name:	<input type="text" value="ALEXANDER HAAS MARTIN"/>	
	Vendor Number:	<input type="text" value="1011975"/>	
	Vendor ID:		
5) Original CTS Number:	<input type="text" value="0000000000"/>		
6) Contract Start Date:	<input type="text" value="12/08/2005"/>		
7) Current Contract End Date IF all Options to Extend the Contract are Exercised:	<input type="text" value="12/31/2009"/>		
8) Current Total Maximum Cost IF all Options to Extend the Contract are Exercised:	<input type="text" value="\$ 858,000.00"/>		

PROPOSED AMENDMENT INFORMATION

9) Proposed Amendment #	<input type="text" value="003"/>		
10) Proposed Amendment Effective Date:	<input type="text" value="11/01/2009"/>		
11) Proposed Contract End Date IF all Options to Extend the Contract are Exercised:	<input type="text" value="12/31/2009"/>		
12) Proposed Amendment Amount	<input type="text" value="\$ 37,997.43"/>		
13) Proposed Total Maximum Cost IF all Options to Extend the Contract are Exercised:	<input type="text" value="\$ 895,997.43"/>		
14) Approval Criteria:	<input type="text" value="Only one uniquely qualified provider able to furnish service"/>		
15) Description of the Proposed Amendment Effects & Any Additional Service:	<input type="text" value="Services, valued at \$37,997.43, provided by AHM&P in the final two months of the contract per the original agreement."/>		
16) Explanation of Need for the Proposed Amendment:	<p>Consulting efforts and directions were distributed over four campuses within the UT system. These authorized, distributed services in the final two months of the contract to complete all consulting project tasks and conclude the system consulting contract caused the maximum liability to be exceeded. As of 11/1/2009, the department believed sufficient funds were available to conclude all approved project tasks. However, when invoices for the final two months of services were received, it became apparent that additional funds were needed to pay for the final consulting services.</p> <p>Thus, the contract exceeded the maximum liability of \$858,000 by 4.4% (\$37,997) due to Alexander Haas finalizing the many project tasks by the end of the contract period. Alexander Haas completed the projects as requested and on time, delivering full value for the services rendered.</p> <p>Each project task resulted in gift identification leading to more gifts being credited to the \$1 billion Campaign for Tennessee. As of February 9, 2010, with AHM&P's guidance and staff, volunteer and donor efforts, we have reached \$962,650,493 of our campaign goal.</p>		

17) Name & Address of Vendor/Contractor's Current Principal Owner(s): (not required if proposed contractor is a state education institution)

ALEXANDER HAAS MARTIN

3520 PIEDMONT RD NE, STE 300

ATLANTA

GA

30305

US

USA

18) Documentation of Office for Information Resources Endorsement: N/A
(required only if the subject service involves information technology)

19) Documentation of Department of Personnel Endorsement: N/A
(required only if the subject service involves training for state employees)

20) Documentation of State Architect Endorsement: N/A
(required only if the subject service involves construction or real property related services)

21) Description of Procuring Agency Efforts to Identify Reasonable, Competitive, Procurement Alternatives:

AHM&P has provided contract services since the beginning of \$1 billion campaign and is vital to its success. Major capital campaigns call for long-term strategy, building relationships with donors, prospects and staff. No other agency could provide completion.

22) Justification for the Proposed Non-Competitive Amendment:

AHM&P has provided contract services since the beginning of \$1 billion campaign and is vital to its success. Major capital campaigns call for long-term strategy, building relationships with donors, prospects and staff. No other agency could provide completion.

A noncompetitive amendment is needed to increase the contract's maximum liability in order to pay for AHM&P services in the final two months of the contract to complete all consulting projects and successfully conclude the system consulting contract.

CONTRACT SUMMARY SHEET

021406

RFS #		Contract #	
N/A		N/A	
State Agency		State Agency Division	
University of Tennessee		University Wide Administration	
Contractor Name		Contractor ID # (FEIN or SSN)	
Alexander, Haas, Martin & Partners, Inc. (AHM&P)		<input type="checkbox"/> C- or <input type="checkbox"/> V-	
Service Description			
Counsel for Billion Dollar Campaign for System-wide Campaign			
Contract BEGIN Date	Contract END Date	Subrecipient or Vendor?	CFDA #
1/1/2006	12/31/2009		N/A
Mark Each TRUE Statement			
<input type="checkbox"/> N/A Contractor is on STARS		<input type="checkbox"/> Contractor's Form W-9 is on file in Accounts	
Allocation Code	Cost Center	Object Code	Fund
332 3	N/A	N/A	N/A
			Funding Grant Code
			N/A
			Funding Subgrant Code
			N/A
FY	State	Federal	Interdepartmental
			Other
			TOTAL Contract Amount
2006-09	\$ 858,000.00		
2009-10	\$ -		
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
TOTAL	\$ 858,000.00	\$ -	\$ -
			\$ 858,000.00
COMPLETE FOR AMENDMENTS ONLY			State Agency Fiscal Contact & Telephone #
FY	Base Contract & Prior Amendments	THIS Amendment ONLY	
2006	\$ 106,472.00		Mary Carr McDonald 865-974-6326
2007	\$ 276,881.00		State Agency Budget Officer Approval
2008	\$ 208,182.00		Charles M. Peccolo, Treasurer
2009	\$ 153,060.00		
2010	\$ 113,405.00	\$ 37,997.43	Funding Certification (certification required by J.C.A. § 9-4-5113, that there is a balance in the appropriation from which the obligated expenditure is required to be paid that is not otherwise encumbered to pay obligations previously incurred)
TOTAL	\$ 858,000.00	\$ 37,997.43	
End Date	12/31/2009	12/31/2009	
Contractor Ownership (complete only for base contracts with contract # prefix FA or GR)			
<input type="checkbox"/>	African American	<input type="checkbox"/>	Person w/ Disability
<input type="checkbox"/>	Asian	<input type="checkbox"/>	Female
<input type="checkbox"/>		<input type="checkbox"/>	Hispanic
<input type="checkbox"/>		<input type="checkbox"/>	Native American
<input type="checkbox"/>		<input type="checkbox"/>	Small Business
<input type="checkbox"/>		<input type="checkbox"/>	NOT disadvantaged
<input type="checkbox"/>		<input type="checkbox"/>	OTHER minority/disadvantaged—
Contractor Selection Method (complete for ALL base contracts - N/A to amendments or delegated authorities)			
<input type="checkbox"/>	RFP	<input type="checkbox"/>	Competitive Negotiation
<input checked="" type="checkbox"/>	Non-Competitive Negotiation	<input type="checkbox"/>	Negotiation w/ Government (eg, ID, GG, GU)
<input type="checkbox"/>		<input type="checkbox"/>	Alternative Competitive Method
<input type="checkbox"/>		<input type="checkbox"/>	Other
Procurement Process Summary (complete for Alternative Method, Competitive Negotiation, Non-Competitive Negotiation, OR Other)			
The University awarded a contract in 2006 to conduct a fundraising campaign feasibility study. The initial contract period was from January 1, 2006 through December 2008 with a maximum liability of \$858,000 and was subsequently extended through December 2009 with no increase in maximum liability. This amendment increases the maximum liability by \$37,997.43 in order to pay AHM&P for services rendered in completing the study projects in the final two months of the contract. The services have resulted in gift identification leading to more gifts credited to the one billion dollar campaign goal. The credited gifts now total \$962,650,493.00.			

**THE UNIVERSITY OF TENNESSEE
CONTRACT AMENDMENT**

This amendment is to the contract between the University of Tennessee (hereinafter University and
Alexander, Haas, Martin & Partners, Inc. (hereinafter Contractor), which Contract was signed by the
University on December 8, 2005

This Contract amendment consists of this cover page, the University's Standard Terms and Conditions and
0 additional pages.

By mutual agreement, the University and the Contractor agree to the following amendment:

The maximum liability on this contract is \$895,997.43.

All other terms remain unchanged.

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

FOR CONTRACTOR:

Signature

Printed Name

Title
Alexander, Haas, Martin & Partners, Inc.

Address
3520 Piedmont Road, NE

Atlanta, GA 30305

404-525-7575
Telephone Number

58-1757959
SSN or Fed ID Number

FOR UNIVERSITY:

Development and Alumni Affairs

Department Name

E175500

Responsible Account (if applicable)

Administrative Signature (optional)

Administrative Printed Name

Authorized Official Signature

Authorized Official Name (printed)

Date

STANDARD TERMS AND CONDITIONS

- 1 The University is not bound by this Contract until it is approved by the appropriate University official(s) indicated on the signature page of this Contract.
2. This Contract may be modified only by a written amendment which has been executed and approved by the appropriate parties as indicated on the signature page of this Contract
- 3 The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the University
- 4 Unless otherwise indicated on the reverse, if this Contract provides for reimbursement for travel, meals or lodging, such reimbursement must be made in accordance with University travel policies
5. The Contractor warrants that no part of the total Contract amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor, or consultant to Contractor in connection with any work contemplated or performed relative to this Contract, and that no employee or official of the State of Tennessee holds a controlling interest in the Contractor. If the Contractor is an individual, the Contractor certifies that he/she is not presently employed by the University or any other agency or institution of the State of Tennessee; that he/she has not retired from or terminated such employment within the past six months; and that he/she will not be so employed during the term of this Contract
6. The Contractor shall maintain documentation for all charges against the University under this Contract. The books, records and documents of the Contractor, insofar as they relate to work performed or money received under this Contract shall be maintained for a period of three (3) full years from the date of the final payment, and shall be subject to audit, at any reasonable time and upon reasonable notice, by the University or the Comptroller of the Treasury, or their duly appointed representatives. These records shall be maintained in accordance with generally accepted accounting principles
- 7 No person on the grounds of disability, age, race, color, religion, sex, national origin, veteran status or any other classification protected by Federal and/or Tennessee State constitutional and/or statutory law shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract. The Contractor shall, upon request, show proof of such non-discrimination and shall post in conspicuous places, available to all employees and applicants, notice of nondiscrimination.
- 8 The Contractor, being an independent contractor, agrees to carry adequate public liability and other appropriate forms of insurance, and to pay all taxes incident to this Contract. The University shall have no liability except as specifically provided in this Contract
- 9 The Contractor shall comply with all applicable Federal and State laws and regulations in the performance of this Contract.
10. This Contract shall be governed by the laws of the State of Tennessee, which provide that the University has liability coverage solely under the terms and limits of the Tennessee Claims Commission Act.
11. The Contractor shall avoid at all times any conflict of interests between his/her duties and responsibilities as a Contractor and his/her interests outside the scope of any current or future Contracts. The following principles define the general parameters of a conflict of interests prohibited by the University:
 - a. A Contractor's outside interests shall not interfere with or compromise his/her judgment and objectivity with respect to his/her duties and responsibilities to the University
 - b. A Contractor shall not make or influence University decisions or use University resources in a manner that results in:
 - Financial gain outside any current or future Contracts for either the Contractor or his/her relatives or
 - Unfair advantage to or favored treatment for a third party outside the University
 - c. A Contractor's outside financial interests shall not affect the design, conduct, or reporting of researchThe Contractor certifies that he/she has no conflicts of interests and has disclosed in writing the following:
 - a. Any partners or employees of the Contractor who are also employees of the University.
 - b. Any relatives of the Contractor's partners or employees who work for the University.
 - c. Any outside interest that may interfere with or compromise his/her judgment and objectivity with respect to his/her responsibilities to the University
12. If the Contractor fails to perform properly its obligations under this Contract or violates any term of this Contract, the University shall have the right to terminate this Contract immediately and withhold payments in excess of fair compensation for completed services. The Contractor shall not be relieved of liability to the University for damages sustained by breach of this Contract by the Contractor
- 13 It is understood by the Contractor that the University will possess all rights to any creations, inventions, other intellectual property, and materials, including copyright or patents in the same, which arise out of, are prepared by, or are developed in the course of the Contractor's performance under this Contract. The Contractor and the University acknowledge and agree that the Contractor's work under this Contract shall belong to the University as "work-made-for-hire" (as such term is defined in U S Copyright Law).
- 14 For personal, professional, and consultant services, the Contractor shall submit brief, periodic progress reports to the University as requested
- 15 In compliance with the requirements of Chapter 878, Public Acts of 2006 of the State of Tennessee, for any contract for goods or services purchased by the University, the Contractor hereby attests that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performances of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the United States in the performance of the Contract.



GENERAL ASSEMBLY OF THE STATE OF TENNESSEE
FISCAL REVIEW COMMITTEE

320 Sixth Avenue, North - 8th Floor
NASHVILLE, TENNESSEE 37243-0057
615-741-2564

Rep. Charles Curtiss, Chairman
Representatives

Curt Cobb	Donna Rowland
Curtis Johnson	David Shepard
Gerald McCormick	Curry Todd
Mary Pruitt	Eddie Yokley
Craig Fitzhugh, <i>ex officio</i>	
Speaker Jimmy Naifeh, <i>ex officio</i>	

Sen. Douglas Henry, Vice-Chairman
Senators

Bill Ketron	Reginald Tate
Doug Jackson	Jamie Woodson
Paul Stanley	
Randy McNally, <i>ex officio</i>	
Lt. Governor Ron Ramsey, <i>ex officio</i>	

MEMORANDUM

TO: Dr. John Petersen, President
University of Tennessee

FROM: Charles Curtiss, Chairman, Fiscal Review Committee
Bill Ketron, Chairman, Contract Services Subcommittee

DATE: September 12, 2008

SUBJECT: **Contract Comments**
(Contract Services Subcommittee Meeting 9/9)

CC
BK

RFS# N/A

Department: University of Tennessee

Contractor: Alexander, Haas, Martin & Partners, Inc. (AHM&P)

Summary: The original three-year contract was for the provision of counsel, strategy and direction for the one billion dollar capital campaign for the University. The proposed amendment extends the term of the contract for an additional year, through December 31, 2009.

Maximum liability: \$858,000

Cumulative maximum liability: \$858,000

After review, the Fiscal Review Committee voted to recommend approval of the contract amendment.

cc: Ms. Sylvia S. Davis, Vice President for Administration & Finance


THE UNIVERSITY of TENNESSEE
KNOXVILLE, CHATTANOOGA, MARTIN, TULLAHOMA, MEMPHIS

VICE PRESIDENT FOR STRATEGIC PLANNING AND OPERATIONS

August 26, 2008

Mr. Jim White
Executive Director
Fiscal Review Committee
320 Sixth Avenue, North – 8th Floor
Nashville, TN 37243-0057

RECEIVED
AUG 26 2008
FISCAL REVIEW

Dear Mr. White:

The University of Tennessee is submitting for the committee's review a non-competitively bid contract amendment with Alexander, Haas, Martin and Partners, Inc. (AHM&P) to provide counsel for the university's system-wide capital campaign.

The non-competitively bid contract presented for review results from a relationship established in FY 2003 when the university competitively bid for a capital campaign feasibility study and awarded a contract to AHM&P. At the completion of the initial study, the university elected to enter into a three-year non-competitively bid contract to obtain counsel, strategy, and direction for the one billion dollar capital campaign currently in progress. This contract was presented to and approved by the Fiscal Review Committee on December 14, 2005. The university now proposes to extend this contract one additional year, January 1, 2009 through December 31, 2009, with no increase in the current maximum liability of \$858,000.

If you have questions or need additional information, please let me know.

Respectfully,

Sylvia Shannon Davis

Sylvia Shannon Davis
Vice President for Strategic Planning & Operations

Attachment

c: John D. Petersen
David Millhorn
Chris Cimino
Anthony Haynes
Henry Nemcik
Gary Rogers

Attachment:

Projected Expenses for the 18 months:

(These expenses include remaining 6 months on the contract and the additional 12 months of the extension).

Visits -- $55 \times \$2,750 = \$151,250$

Travel Expenses = \$55,000*

Monthly Retainer Fee -- $18 \times \$3,000 = \$54,000$

*\$1,000 per day even though they are averaging less than \$500 per day in travel expenses.

**THE UNIVERSITY OF TENNESSEE
REQUEST: NON-COMPETITIVE AMENDMENT**

APPROVED:	
_____	_____
UT System Office Approval	Date

EACH REQUEST ITEM BELOW <u>MUST</u> BE DETAILED OR ADDRESSED <u>AS REQUIRED</u>.		
1) UT Tracking Number:		
2) Campus/Institute Name:	The University of Tennessee - University-wide Administration	
EXISTING CONTRACT INFORMATION		
3) Short Description:	Systemwide campaign counsel agreement	
4) Proposed Vendor:	Name:	Alexander, Haas, Martin & partners, Inc. (AHM&P)
	Vendor Number:	1011975
	Vendor ID:	58-1757959
5) Contract #		
6) Contract Start Date:	January 1, 2008	
7) <u>Current</u> Contract End Date IF <u>all</u> Options to Extend the Contract are Exercised:	December 31, 2008	
8) <u>Current</u> Total Maximum Cost IF <u>all</u> Options to Extend the Contract are Exercised:	\$858,000.00	
PROPOSED AMENDMENT INFORMATION		
9) <u>Proposed</u> Amendment #	1	
10) <u>Proposed</u> Amendment Effective Date:	January 1, 2009	
11) <u>Proposed</u> Contract End Date IF <u>all</u> Options to Extend the Contract are Exercised:	December 31, 2009	
12) <u>Proposed</u> Total Maximum Cost IF <u>all</u> Options to Extend the Contract are Exercised:	\$858,000.00	
13) Approval Criteria: (select one)	<input checked="" type="checkbox"/>	use of Non-Competitive Negotiation is in the best interest of the university
	<input type="checkbox"/>	only one uniquely qualified service provider able to provide the service
14) Description of the Proposed Amendment Effects & Any Additional Service		
UT has used AHM&P since January 2006 to provide counsel for our \$1 billion capital campaign. With their guidance and staff,		

Received Time Aug. 20. 8:23AM

volunteer and donor efforts, we have secured nearly \$750 million in gifts over the last 3+ years. This amendment continues the support of their services for an additional year.

15) Explanation of Need for the Proposed Amendment:

The university has need for continued campaign counsel for its \$1 billion capital campaign and seek to extend the services currently provided by AHM&P for one additional year.

16) Name & Address of Vendor/Contractor's Current Principal Owner(s): (not required if proposed contractor is a state education institution)

Alexander, Haas, Martin & Partners, Inc.
3520 Piedmont Road, NE
Suite 300
Atlanta, GA 30305

17) Documentation of Office for Information Resources Endorsement: N/A
(required only if the subject service involves information technology)

18) Documentation of Department of Personnel Endorsement: N/A
(required only if the subject service involves training for state employees)

19) Documentation of State Architect Endorsement: N/A
(required only if the subject service involves construction or real property related services)

20) Description of Procuring Agency Efforts to Identify Reasonable, Competitive, Procurement Alternatives :

To gain counsel, strategy and direction for the \$1 billion system-wide campaign (January 1, 2009 - December 31, 2009). Outside counsel is important to provide impartial perspective and advice.

21) Justification for the Proposed Non-Competitive Amendment :

AHM&P has in-depth knowledge of the university's needs and provides the needed continuity in implementing our capital campaign strategy.

CONTRACT SUMMARY SHEET

02/19/09

RFS #	Contract #

State Agency	State Agency Division
University of Tennessee	University-wide Administration

Contractor Name	Contractor ID # (FEIN or SSN)
Alexander, Haas, Martin & Partners, Inc.	<input type="checkbox"/> C- or <input type="checkbox"/> V-

Service Description
 Additional year counsel for multi-million dollar campaign for system-wide campaign

Contract BEGIN Date	Contract END Date	Subrecipient or Vendor?	CFDA #
1/1/2006	12/31/2009		N/A

Mark Each TRUE Statement

<input type="checkbox"/> N/A Contractor is on STARS	<input type="checkbox"/> Contractor's Form W-9 is on file in Accounts
-----------------------------------------------------	-----------------------------------------------------------------------

Allotment Code	Cost Center	Object Code	Fund	Funding Grant Code	Funding Subgrant Code
332.10	N/A	N/A	N/A	N/A	N/A

FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2006-2008	\$ 858,000.00				\$ 858,000.00
2009	\$ -				\$ 858,000.00
					\$ -
					\$ -
					\$ -
					\$ -
TOTAL:	\$ 858,000.00	\$ -	\$ -	\$ -	\$ 858,000.00

— COMPLETE FOR AMENDMENTS ONLY —			State Agency Fiscal Contact & Telephone #
FY	Base Contract & Prior Amendments	THIS Amendment ONLY	Sylvia Shannon Davis, 865-974-2244
2006-2008	\$ 858,000.00		State Agency Budget Officer Approval VP for Strategic Planning & Operations
2009	\$ 858,000.00	\$ -	
			Funding Certification (certification, required by T.C.A., § 9-4-5113, that there is a balance in the appropriation from which the obligated expenditure is required to be paid that is not otherwise encumbered to pay obligations previously incurred)
TOTAL:	\$ 858,000.00	\$ -	
End Date	12/31/2008	12/31/2009	

Contractor Ownership (complete only for base contracts with contract # prefix: FA or GR) N/A

<input type="checkbox"/> African American	<input type="checkbox"/> Person w/ Disability	<input type="checkbox"/> Hispanic	<input type="checkbox"/> Small Business	<input type="checkbox"/> NOT disadvantaged
<input type="checkbox"/> Asian	<input type="checkbox"/> Female	<input type="checkbox"/> Native American	<input type="checkbox"/> OTHER minority/disadvantaged—	

Contractor Selection Method (complete for ALL base contracts— N/A to amendments or delegated authorities)

<input type="checkbox"/> RFP	<input type="checkbox"/> Competitive Negotiation	<input type="checkbox"/> Alternative Competitive Method
<input checked="" type="checkbox"/> Non-Competitive Negotiation	<input type="checkbox"/> Negotiation w/ Government(eg,ID,GG,GU)	<input type="checkbox"/> Other

Procurement Process Summary (complete for Alternative Method, Competitive Negotiation, Non-Competitive Negotiation, OR Other)

UT competitively bid and awarded a contract in FY 2003 to Alexander, Haas, Martin & Partners, Inc. (AHM&P) to conduct a campaign feasibility study. It was concluded that the university was best served by continuing its relationship with AHM&P given the previous work performed to date and the quality of the work obtained. To select another firm would waste time invested and knowledge obtained by AHM&P to date. The university has need for continued campaign counsel for its \$1 billion capital campaign and seek to extend the services currently provided by AHM&P for one additional year.

THE UNIVERSITY OF TENNESSEE
CONTRACT AMENDMENT

This amendment is to the contract between the University of Tennessee (hereinafter University and
Alexander, Haas, Martin & Partners, Inc. (hereinafter Contractor), which Contract was signed by the
University on 12/8/05

This Contract amendment consists of this cover page, the University's Standard Terms and Conditions and
0 additional pages.

By mutual agreement, the University and the Contractor agree to the following amendment:

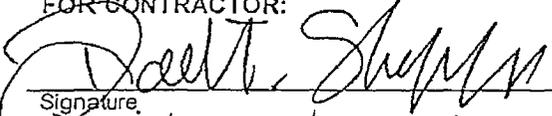
Request an amendment on Contract # 94081 of an additional year (Jan. 1, 2009 - Dec. 31, 2009) to use remaining funds allocated for the campaign consultants. AHM&P has been the consultant for the multi-million dollar system-wide campaign since January 2006. We started with \$858,000 in the contract and with 83% of the time period used, we have \$266,135.51 remaining. The attached worksheets show estimated projected time and amounts needed.

Additionally, the Standard Terms and Conditions have been revised since the original contract was signed and these new Standard Terms and Conditions should be made a part of the amendment.

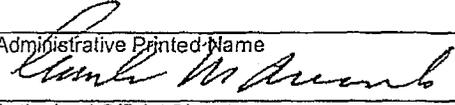
All other terms remain unchanged.

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

FOR CONTRACTOR:


Signature
David T. Shuffelbarger
Printed Name
Managing Partner
Title
3520 Piedmont Rd, NE
Address
Suite 300
Atlanta, GA 30305
404-525-7575
Telephone Number
58-1757959
SSN or Fed. ID Number

FOR UNIVERSITY:

Development & Alumni Affairs
Department Name
E175500
Responsible Account (if applicable)
Administrative Signature (optional)

Administrative Printed Name
Authorized Official Signature
Charles M. Peccolo
Vice Pres. & Treasurer
Authorized Official Name (printed)
AUG 22 2008
Date

STANDARD TERMS AND CONDITIONS

1. The University is not bound by this Contract until it is approved by the appropriate University official(s) indicated on the signature page of this Contract.
 2. This Contract may be modified only by a written amendment which has been executed and approved by the appropriate parties as indicated on the signature page of this Contract.
 3. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the University.
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 5. The Contractor warrants that no part of the total Contract amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor, or consultant to Contractor in connection with any work contemplated or performed relative to this Contract, and that no employee or official of the State of Tennessee holds a controlling interest in the Contractor. If the Contractor is an individual, the Contractor certifies that he/she is not presently employed by the University or any other agency or institution of the State of Tennessee; that he/she has not retired from or terminated such employment within the past six months; and that he/she will not be so employed during the term of this Contract.
 6. The Contractor shall maintain documentation for all charges against the University under this Contract. The books, records and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment, and shall be subject to audit, at any reasonable time and upon reasonable notice, by the University or the Comptroller of the Treasury, or their duly appointed representatives. These records shall be maintained in accordance with generally accepted accounting principles.
 7. No person on the grounds of disability, age, race, color, religion, sex, national origin, veteran status or any other classification protected by Federal and/or Tennessee State constitutional and/or statutory law shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract. The Contractor shall, upon request, show proof of such non-discrimination, and shall post in conspicuous places, available to all employees and applicants, notice of nondiscrimination.
 8. The Contractor, being an independent contractor, agrees to carry adequate public liability and other appropriate forms of insurance, and to pay all taxes incident to this Contract. The University shall have no liability except as specifically provided in this Contract.
 9. The Contractor shall comply with all applicable Federal and State laws and regulations in the performance of this Contract.
 10. This Contract shall be governed by the laws of the State of Tennessee, which provide that the University has liability coverage solely under the terms and limits of the Tennessee Claims Commission Act.
 11. The Contractor shall avoid at all times any conflict of interests between his/her duties and responsibilities as a Contractor and his/her interests outside the scope of any current or future Contracts. The following principles define the general parameters of a conflict of interests prohibited by the University:
 - a. A Contractor's outside interests shall not interfere with or compromise his/her judgment and objectivity with respect to his/her duties and responsibilities to the University.
 - b. A Contractor shall not make or influence University decisions or use University resources in a manner that results in:
 - Financial gain outside any current or future Contracts for either the Contractor or his/her relatives or
 - Unfair advantage to or favored treatment for a third party outside the University.
 - c. A Contractor's outside financial interests shall not affect the design, conduct, or reporting of research.
- The Contractor certifies that he/she has no conflicts of interests and has disclosed in writing the following:
- a. Any partners or employees of the Contractor who are also employees of the University.
 - b. Any relatives of the Contractor's partners or employees who work for the University.
 - c. Any outside interest that may interfere with or compromise his/her judgment and objectivity with respect to his/her responsibilities to the University.
12. If the Contractor fails to perform properly its obligations under this Contract or violates any term of this Contract, the University shall have the right to terminate this Contract immediately and withhold payments in excess of fair compensation for completed services. The Contractor shall not be relieved of liability to the University for damages sustained by breach of this Contract by the Contractor.
 13. It is understood by the Contractor that the University will possess all rights to any creations, inventions, other intellectual property, and materials, including copyright or patents in the same, which arise out of, are prepared by, or are developed in the course of the Contractor's performance under this Contract. The Contractor and the University acknowledge and agree that the Contractor's work under this Contract shall belong to the University as "work-made-for-hire" (as such term is defined in U.S. Copyright Law).
 14. For personal, professional, and consultant services, the Contractor shall submit brief, periodic progress reports to the University as requested.
 15. In compliance with the requirements of Chapter 878, Public Acts of 2006 of the State of Tennessee, for any contract for goods or services purchased by the University, the Contractor hereby attests that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performances of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the United States in the performance of the Contract.

**ALEXANDER, HAAS, MARTIN
AND PARTNERS, INC.**

ORIGINAL CONTRACT

THE UNIVERSITY OF TENNESSEE

CONTRACT

This Contract, made and entered into on 12/1/05, documents the agreement between The University of Tennessee (hereinafter University) and ALEXANDER HAAS MARTIN & PARTNERS, LLC (hereinafter Contractor).

This Contract consists of this cover page, the University's Standard Terms and Conditions (on reverse), and 2 additional pages. Terms contained on this cover page and the University's Standard Terms and Conditions shall prevail over those of any attachment unless otherwise stated under "Other terms" below.

Contractor will provide the following:

Contractor will provide campaign counsel for multi-million dollar system-wide campaign for UT Knoxville, Institute of Agriculture, UT Martin, UT Chattanooga and Memphis Health Science Center campuses. Provide strategy and direction to the President, Vice President for Development, campaign leadership, chancellors of each campus, senior development staff and volunteer leadership.

The period of performance under this contract is from 1/1/08 through 12/31/08. However, the University may terminate this Contract by giving the Contractor at least thirty (30) days written notice before the effective termination date, in which event the Contractor shall be entitled to receive equitable compensation for satisfactory authorized work completed as of the termination date.

The University will compensate the Contractor \$ 2,750 per daily visit

Other payment terms:

Daily consulting rate of \$2,750 per day, plus a \$3,000 retainer per month for counsel provided offsite by telephone, mail, e-mail, fax, and in AHM&P offices, plus travel as incurred with travel not to exceed \$200,000.

The University's maximum liability under this Contract is \$ 858,000

Other terms (N/A, if none):

See attached.

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

FOR CONTRACTOR:

Signature

Name (Printed)

Title

3520 Piedmont Rd., N.E., Suite 300

Address

Atlanta, GA 30305

404-525-7575

Telephone Number

58-1757959

SSN or Fed. Id. No.

Rev. 2-1-97

FOR UNIVERSITY:

VP for Development & Alumni Affairs

Department Name

E032000017

Responsible Account

(If applicable)

[Handwritten Signature]

Administrative Signature

(Optional)

Authorized Official

STANDARD TERMS AND CONDITIONS

1. The University is not bound by this Contract until it is approved by the appropriate University official(s) indicated on the signature page of this Contract.
2. This Contract may be modified only by a written amendment which has been executed and approved by the appropriate parties as indicated on the signature page of this Contract.
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4. Unless otherwise indicated on the reverse, if this Contract provides for reimbursement for travel, meals or lodging, such reimbursement must be made in accordance with University travel policies.
5. The Contractor warrants that no part of the total Contract amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor, or consultant to Contractor in connection with any work contemplated or performed relative to this Contract, and that no employee or official of the State of Tennessee holds a controlling interest in the Contractor. If the Contractor is an individual, the Contractor certifies that he/she is not presently employed by the University or any other agency or institution of the State of Tennessee; that he/she has not retired from or terminated such employment within the past six months; and that he/she will not be so employed during the term of this Contract.
6. The Contractor shall maintain documentation for all charges against the University under this Contract. The books, records and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment, and shall be subject to audit, at any reasonable time and upon reasonable notice, by the University or the Comptroller of the Treasury, or their duly appointed representatives. These records shall be maintained in accordance with generally accepted accounting principles.
7. No person on the grounds of disability, age, race, color, religion, sex, national origin, veteran status or any other classification protected by Federal and/or Tennessee State constitutional and/or statutory law shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract. The Contractor shall, upon request, show proof of such non-discrimination, and shall post in conspicuous places, available to all employees and applicants, notice of non-discrimination.
8. The Contractor, being an independent contractor, agrees to carry adequate public liability and other appropriate forms of insurance, and to pay all taxes incident to this Contract. The University shall have no liability except as specifically provided in this Contract.
9. The Contractor shall comply with all applicable Federal and State laws and regulations in the performance of this Contract.
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 - B. A Contractor shall not make or influence University decisions or use University resources in a manner that results in:
 - Financial gain outside any current or future Contracts for either the Contractor or his/her relatives or
 - Unfair advantage to or favored treatment for a third party outside the University.
 - C. A Contractor's outside financial interests shall not affect the design, conduct, or reporting of research.The Contractor certifies that he/she has no conflicts of interests and has disclosed in writing the following:
 - A. Any partners or employees of the Contractor who are also employees of the University.
 - B. Any relatives of the Contractor's partners or employees who work for the University.
 - C. Any outside interest that may interfere with or compromise his/her judgment and objectivity with respect to his/her responsibilities to the University.
12. If the Contractor fails to perform properly its obligations under this Contract or violates any term of this Contract, the University shall have the right to terminate this Contract immediately and withhold payments in excess of fair compensation for completed services. The Contractor shall not be relieved of liability to the University for damages sustained by breach of this Contract by the Contractor.
13. It is understood by the Contractor that the University will possess all rights to any creations, inventions, other intellectual property, and materials, including copyright or patents in the same, which arise out of, are prepared by, or are developed in the course of the Contractor's performance under this Contract. The Contractor and the University acknowledge and agree that the Contractor's work under this Contract shall belong to the University as "work-made-for-hire" (as such term is defined in U.S. Copyright Law).

Campaign Counsel Agreement with Alexander Haas Martin & Partners, Inc.

Campaign Counsel for Overall Campaign and All System Units – Provide strategy and direction to the President, Chancellors, Vice Presidents, Vice Chancellors and campaign volunteer leadership and:

- Draft overall campaign plan, campus and institutes plans and campaign counting policies.
- Draft campaign communications plan and review writing and design of campaign communications as requested by the University.
- Assist in the development of named gift opportunities and appropriate policies relative to them.
- Meet regularly with President, Vice President for Development & Alumni Affairs, Chancellors and their Vice Chancellors, to design and implement strategies to keep the campaign moving toward goal.
- Provide counsel to Deans and Department Heads on the campuses as well as development and alumni staff as appropriate.
- Attend meetings of the Board of Trustees Solicitation Committee, Campaign Executive Committee, campus and institutes campaign committees, and Development Council.
- Provide counsel on other development-related issues as they arise during the course of the campaign.

--\$3,000 retainer per month for counsel provided offsite by telephone, mail, e-mail, fax, and in AHM&P offices, plus travel reimbursed as incurred, with a daily rate of \$2,750 per visit with a maximum of 200 days on site over three years.

Total (\$3,000 monthly retainer fee for thirty six months=\$108,000; \$2,750 daily rate per visit not to exceed 200 days over three years=\$550,000)= \$658,000

Travel estimate \$1,000 per trip x 200 trips over three years not to exceed \$200,000.

Total estimated travel expenses during the contract period: \$200,000

At least six interim status reports will be provided to the President, Vice President for Development & Alumni Affairs, Chancellors, and Vice Chancellors at key points in the campaign to indicate progress being made toward campaign objectives. Monthly reports of on-site

visits will be provided to the Vice President for Development & Alumni Affairs and Vice Chancellors.

Total liability for University of Tennessee: \$858,000