

CONTRACT #3
RFS # NA
Edison # NA

University of Tennessee
Health Science Center

VENDOR:
TSI Consulting Partners, Inc.

March 10, 2015

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

Dear Mr. Spalding,

In 2012, the Southern Association of Colleges and Schools (SACS) required that the UT Health Science Center obtain stand-alone accreditation from what has been referred to as "UT Big Orange," a combination of the Knoxville, Agriculture and Health Science Center campuses. A major requirement in the accreditation standards is the development of a strategic plan for the campus and its six colleges. We are happy to report that after the recent site visit by the Commission on Colleges, the Health Science Center it is expected that we will receive full accreditation with no findings or recommendations.

Through the University competitive bid process (University PO # 4500037679) we awarded a contract to TSI Consulting Partners, Inc. for the development of a 5-year strategic planning process focused on its education, research, outreach and clinical practice goals and priorities. The service dates under the bid were from April 10, 2013 through October 6, 2013 at a cost of \$95,245.00.

In October 2013, the University contracted with TSI Consulting Partners, Inc. to facilitate the implementation efforts directly related to the strategic priorities identified through the planning process. The service dates under this contract were from October 7, 2013 through June 30, 2014 at a cost of \$48,961.72. An additional amendment, totaling to \$101,552.38, has since been processed to extend the services through June 30, 2015 to provide additional services in the development of priorities for several of the campuses colleges. This increased the University's maximum financial obligation to \$245,759.10.

While the accreditation process is nearly complete, there remain a few steps to complete the plans for the colleges. The contract being presented for consideration amends the existing contract to increase the University's maximum financial obligation to \$295,759.10. We are requesting to make this amendment effective May 1, 2015 with the

Mr. J. Spalding
TSI Consulting Partners Amendment
March 13, 2015
Page 2

same end date of June 30, 2015. This will be the final amendment. If additional services are required, a competitive bid will be coordinated for those services.

I hope this letter and the attached documents adequately present the justification for this amendment. As always, please let me know if you have questions or need additional information.

Sincerely,



Anthony A. Ferrara
Vice Chancellor/Chief Financial Officer

FINANCE:VICECHANCELLOR:GENERAL LETTERS -- DOCUMENTS:FY 2015:SPALDING TSI CONSULTING EXTENSION.DOCX

Enclosures

cc: Leni Chick
Scott Grammar
Mark Paganelli
Sandra Pulliam
Blake Reagan

Supplemental Documentation Required for
Fiscal Review Committee

*Contact Name:	Anthony A. Ferrara	*Contact Phone:	901-448-5523		
*Presenter's name(s):	Anthony A. Ferrara				
Edison Contract Number: <i>(if applicable)</i>		RFS Number: <i>(if applicable)</i>			
*Original or Proposed Contract Begin Date:	04/10/13	*Current or Proposed End Date:	06/30/15		
Current Request Amendment Number: <i>(if applicable)</i>					
Proposed Amendment Effective Date: <i>(if applicable)</i>	05/10/15				
*Department Submitting:	University of Tennessee				
*Division:	Health Science Center				
*Date Submitted:					
*Submitted Within Sixty (60) days:					
<i>If not, explain:</i>					
*Contract Vendor Name:	TSI Consulting Partners, Inc.				
*Current or Proposed Maximum Liability:	\$295,759.10				
*Estimated Total Spend for Commodities:					
*Current or Proposed Contract Allocation by Fiscal Year: (as Shown on Most Current Fully Executed Contract Summary Sheet)					
FY: 2013	FY: 2014	FY: 2015	FY:	FY	FY
\$95,245.00	\$48,961.72	\$151,552.38	\$	\$	\$
*Current Total Expenditures by Fiscal Year of Contract: (attach backup documentation from Edison)					
FY: 2013	FY: 2014	FY: 2015	FY:	FY	FY
\$0.00	\$144,117.36	\$101,641.74	\$	\$	\$
IF Contract Allocation has been greater than Contract Expenditures, please give the reasons and explain where surplus funds were spent:					
IF surplus funds have been carried forward, please give the reasons 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:					

Supplemental Documentation Required for
Fiscal Review Committee

*Contract Funding Source/Amount:			
State:	\$295,759.10	Federal:	
<i>Interdepartmental:</i>		<i>Other:</i>	
If “ <i>other</i> ” please define:			
If “ <i>interdepartmental</i> ” please define:			
Dates of All Previous Amendments or Revisions: <i>(if applicable)</i>		Brief Description of Actions in Previous Amendments or Revisions: <i>(if applicable)</i>	
PO # 4500037679 issued 4/10/13		Start of services @ \$95,245.00	
UT Contract # 8500036197		Extended through 6/30/14 & increased amount by \$48,961.72	
UT Contract # 8500041744		Extended through 6/30/15 & increased amount by \$101,552.38	
Method of Original Award: <i>(if applicable)</i>			
*What were the projected costs of the service for the entire term of the contract prior to contract award? How was this cost determined?			
*List number of other potential vendors who could provide this good or service; efforts to identify other competitive procurement alternatives; and the reason(s) a sole-source contract is in the best interest of the State.			

THE UNIVERSITY OF TENNESSEE

Purchasing Services
 201 East Street, Room 201
 Memphis, TN 38163

Ship To:

ACADEMIC, FACULTY & STUDENT AFFAIRS
 62 S. DUNLAP, SUITE 409
 MEMPHIS , TN 38163

Purchase Order

Information

Date: 04/10/2013
PO Number: 4500037679
Payment Terms: within 30 days Due net
Delivery Date: 12/03/2012
F.O.B.: U.T. Destination
Buyer: Dianne Holmes
Phone: 901-448-7272
Fax: 901-448-8028
Collective Number: 10042307

Vendor Address

Vendor No. 1122721
 TSI CONSULTING PARTNERS INC
 8080 MOORSBRIDGE RD, STE 203
 PORTAGE MI 49024-4422

Bill To:

ACADEMIC, FACULTY & STUDENT AFFAIRS
 62 S. DUNLAP, SUITE 409
 MEMPHIS , TN 38163

Item	QTY	UM	Material/Description	Price Per Unit	Net Amount
			Pricing and scope per RFP 10042307 and TSI Consulting quote dated 2/27/2013.		
00001	1	EA	UTHSC Strategic Planning Study	95,245.00	95,245.00
			Total Net Amount without Tax USD		===== 95,245.00
			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.		

This order is issued subject to the terms and conditions stated or referenced hereon and those contained in any referenced RFQ.

Signature *Vic Carter*

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

1) NCJ Number:	9000018450	Fund Number:	E070156
2) Campus/Institute Name:	Memphis	Academic Affairs	

EXISTING CONTRACT INFORMATION

3) Short Description:	UTHSC Strategic Plan		
4) Proposed Vendor:	Name:	TSI CONSULTING PARTNERS INC	
	Vendor Number:	1122721	
	Vendor ID:		
5) Original CTS Number:	8500036197		
6) Contract Start Date:	10/07/2013		
7) <u>Current</u> Contract End Date IF <u>all</u> Options to Extend the Contract are Exercised:	06/30/2015		
8) <u>Current</u> Total Maximum Cost IF <u>all</u> Options to Extend the Contract are Exercised:	\$ 245,759.10		

PROPOSED AMENDMENT INFORMATION

9) <u>Proposed</u> Amendment #	002		
10) <u>Proposed</u> Amendment Effective Date:	05/01/2015		
11) <u>Proposed</u> Contract End Date IF <u>all</u> Options to Extend the Contract are Exercised:	06/30/2015		
12) <u>Proposed</u> Amendment Amount	\$ 50,000.00		
13) <u>Proposed</u> Total Maximum Cost IF <u>all</u> Options to Extend the Contract are Exercised:	\$ 295,759.10		
14) Approval Criteria:	Non-competitive negotiation is in universitys best interest		
15) Description of the Proposed Amendment Effects & Any Additional Service:	<p>TSI Consulting Partners, Inc. were hired during the summer of 2013 to facilitate the 5-year strategic planning process for the UTHSC. As a result of the exemplary work done by the consultants during the planning phase of the 5-year project, the chancellor and campus leadership (including the deans of all but one of the colleges) requested the consultants expand the original scope of work to include the facilitation of implementation efforts directly related to the strategic priorities identified through the planning process. These services include the preparation, facilitation and documentation of implementation and priority setting efforts at the institutional level as well as providing similar facilitation and guidance at the college level. As these efforts are a direct extension and expansion of ongoing consulting efforts, a non-competitive negotiation of services with the existing consulting firm is in the best interest of the institution. Additional efforts outlined in the contract are to support the ongoing strategy implementation efforts.</p>		
16) Explanation of Need for the Proposed Amendment:	<p>To ensure continuity with previous and current services/work originated on Purchase Order 4500037679, contract 8500036197 and amendment 8500041744 for expansion and completion of UTHSC Strategic Plan as directed by Chancellor Schwab.</p>		

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

TSI CONSULTING PARTNERS INC

8080 MOORSBRIDGE RD, STE 203

PORTAGE

MI

49024-4422

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:

Initial phases of strategic plan were issued through an RFP/bid process on Purchase Order 4500037679 (which was subsequently extended through a contract (8500036197 for the duration of FY13-14 and amendment 8500041744 through June 30, 2015). Since this is a continuation of the strategic plan process only this vendor can provide the continuity needed to facilitate the implementation activities guided by the strategic plan.

22) Justification for the Proposed Non-Competitive Amendment:

Since this is a continuation of the strategic plan process only this vendor can provide the continuity needed for implementing the approved strategic plan.

CONTRACT SUMMARY SHEET

021406

RFS #	Contract #
N/A	N/A

State Agency	State Agency Division
University of Tennessee	Health Science Center

Contractor Name	Contractor ID # (FEIN or SSN)
TSI Consulting Partner	<input type="checkbox"/> C- or <input checked="" type="checkbox"/> V- 38-2500856

Service Description
Development of 5-Year Strategic Plan for UTHSC

Contract BEGIN Date	Contract END Date	Subrecipient or Vendor?	CFDA #
4/10/2013	6/30/2015	Vendor	

Mark Each TRUE Statement	
<input type="checkbox"/> n/a Contractor is on STARS	<input checked="" 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
332.3	N/A	N/A	N/A	N/A	N/a

FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2013				\$ 84,021.72	\$ 84,021.72
2014				\$ 78,405.48	\$ 78,405.48
2015				\$ 83,331.90	\$ 83,331.90
					\$ -
					\$ -
					\$ -
TOTAL:	\$ -	\$ -	\$ -	\$ 245,759.10	\$ 245,759.10

— COMPLETE FOR AMENDMENTS ONLY —			State Agency Fiscal Contact & Telephone #
FY	Base Contract & Prior Amendments	THIS Amendment ONLY	Anthony A. Ferrara 901-448-5523
13	\$84,021.72		State Agency Budget Officer Approval Charles M. Peccolo
14	\$78,405.48		
15	\$ 83,331.90	\$ 50,000.00	
			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:	\$ 245,759.10	\$ 50,000.00	
End Date	6/30/2015	6/30/2015	

<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 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)

This contract is to amend the contract with ECG Management Consultants, Inc. to implement of specific recommendations that were a result of ECG's assessment with The University of Tennessee Graduate School of Medicine located in Knoxville, TN. These recommendations include the implementation of faculty deployment tracking and management, design and implementation of Dashboard Reporting System, and the development of a formal faculty compensation plan.

**THE UNIVERSITY OF TENNESSEE
CONTRACT AMENDMENT**

This Amendment is to the Contract between the University of Tennessee (hereafter UNIVERSITY) and TSI Consulting Partners, Inc. (hereafter) CONTRACTOR, which Contract was entered into on October 7, 2013 (UT Contract 8500036197 & PO 4500037679 dated 4/10/2013 and amendment contract 8500041744).

This Contract Amendment consists of this cover page and 1 additional page.

By mutual agreement, the UNIVERSITY and CONTRACTOR agree to the following amendment:

1. Increase cumulative maximum to \$295,759.10.
2. Extend services to include those in Attachments 1.
3. Services related to strategy implementation of UTHSC 5-year plan.

All other terms remain unchanged.

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

FOR CONTRACTOR:

ADDRESS:

TSI Consulting Partners, Inc.
8080 Moorsbridge Rd., Suite 203
Portage, MI 49024-4422
Attn: Timothy Fallon

PHONE: 269-375-0180

FEDERAL ID #: 38-2500856

FOR UNIVERSITY:

DEPARTMENT NAME:

UTHSC Academic, Faculty and
Student Affairs

RESPONSIBLE ACCOUNT:

E070156

Name: Timothy Fallon
Title:

Charles M. Peccolo
Treasurer / Chief Financial Officer

Date

Date

UTHSC Strategic Plan Implementation Contract Amendment for TSI Consulting Partners

This contract amendment covers additional responsibilities assigned to TSI Consulting Partners by the Chancellor to support the strategy implementation efforts of UTHSC Colleges during the current contract period which ends on June 30, 2015. The amount of this contract extension will not exceed \$50,000.00 in fees and expenses for carrying out the following responsibilities.

COLLEGE OF DENTISTRY

Consultation with the Dean and College's Strategic Planning Committee to:

- Update the College's strategic plan, aligning it with the UTHSC Strategic Plan/Map.
- Set implementation priorities for 2015.
- Develop implementation plans for the 2015 priorities.

COLLEGE OF GRADUATE HEALTH SCIENCES

Consultation with the Dean and College leadership to:

- Update the College's strategic plan, aligning it with the UTHSC Strategic Plan/Map.
- Set implementation priorities for 2015.

COLLEGE OF HEALTH PROFESSIONS

Consultation with the Dean and College leadership to:

- Develop the College's strategic plan, aligning it with the UTHSC Strategic Plan/Map.
- Set implementation priorities for 2015.
- Develop implementation plans for the 2015 priorities.

COLLEGE OF MEDICINE

Consultation for the Executive Dean and College leadership to align the College's strategy and the UTHSC Strategic Map

COLLEGE OF NURSING

Consultation with the Dean and the College Leadership Team to:

- Use the College's strategic goals to define 2015 implementation priorities.
- Create and staff implementation teams to carry out the College's priorities for 2015.
- Conducting implementation planning workshops with each implementation team.

COLLEGE OF PHARMACY

Consultation with the Dean and the College Leadership Team to:

- Align the goals of the College with the UTHSC Strategic Map.
- Increase the effectiveness of the College's Leadership Team in carrying out the goals of the College.

THE UNIVERSITY OF TENNESSEE
CONTRACT AMENDMENT

This Amendment is to the Contract between the University of Tennessee (hereafter UNIVERSITY) and TSI Consulting Partners, Inc. (hereafter CONTRACTOR), which Contract was entered into on October 7, 2013 (UT Contract 8500036197 & PO 4500037679 dated 4/10/2013).

This Contract Amendment consists of this cover page and 6 additional pages.

By mutual agreement, the UNIVERSITY and CONTRACTOR agree to the following amendment:

1. Extend dates from July 1, 2014 through June 30, 2015
2. Increase cumulative maximum to \$245,759.10.
3. Extend services to include those in Attachments 1 and 2,
4. *Services relate to development & implementation of UTHSC 5-year Strategic Plan.*



All other terms remain unchanged.

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

FOR CONTRACTOR:

ADDRESS:
TSI Consulting Partners, Inc.
8080 Moorsbridge Rd., Suite 203
Portage, MI 49024-4422
Attn: Timothy Fallon

PHONE: 269-375-0180

FEDERAL ID #: 38-2500856

Timothy Fallon

Name: Timothy Fallon
Title: *President*

Sept 22, 2014
Date

FOR UNIVERSITY:

DEPARTMENT NAME:
UTHSC Academic, Faculty and
Student Affairs

RESPONSIBLE ACCOUNT:
E070156

Charles M. Peccolo

Charles M. Peccolo
Treasurer / Chief Financial Officer

SEP 22 2014

Date

UTHSC
Summary of Work by TSI Consulting Partners
May 1 through August 31, 2014

MAY, 2014

Development of the approach to strategy implementation for:

- UTHSC-wide priorities
- Mission-based efforts
- College-based efforts
- Administrative unit efforts

This includes document preparation and conference calls with Alicia Dorsey.

	<u>Hours</u>	<u>Rate/Hour</u>	<u>Amount</u>
Consulting Fees	31.00	\$250.00	\$7,750.00
Support Fees	0.00	\$50.00	\$0.00
Travel Expenses			<u>\$0.00</u>
Total			\$7,750.00

JUNE, 2014

Meetings with the following UTHSC leaders to begin strategy implementation:

- Dr. Schwab
- Dr. Alicia Dorsey
- Dr. Marie Chisholm-Burns
- College of Pharmacy Leadership Team
- Dr. David Stern
- Dr. Randy Farmer
- Dr. Laura Talbot

This includes preparation, follow-up, documentation and project management.

	<u>Hours</u>	<u>Rate/Hour</u>	<u>Amount</u>
Consulting Fees	35.75	\$250.00	\$8,937.50
Support Fees	6.50	\$50.00	\$325.00
Travel Expenses			<u>\$1,297.34</u>
Total			\$10,559.84

JULY, 2014

Preparation for August meetings with UTHSC leaders on strategy implementation, including conference calls with Alicia Dorsey and document development

	<u>Hours</u>	<u>Rate/Hour</u>	<u>Amount</u>
Consulting Fees	3.50	\$250.00	\$875.00
Support Fees	0.00	\$50.00	\$0.00
Travel Expenses			<u>\$0.00</u>
Total			\$875.00

AUGUST 1-15, 2014

Consultation on implementation supporting, including meetings and teleconferences with A. Dorsey and meetings with:

- Dr. Schwab
- Dr. Brown
- Dr. Hofmann
- Dr. Thomason
- Mr. van der Aa
- Dr. Farmer
- Dr. Pfeffer
- Mr. Ferrara
- Dr. Russell
- Dr. Likes
- The College of Nursing Leadership Team
- Dr. Chisholm Burns
- The College of Pharmacy Leadership Team

This includes preparation, follow up, document preparation and project management

	<u>Hours</u>	<u>Rate/Hour</u>	<u>Amount</u>
Consulting Fees	61.75	\$250.00	\$15,437.50
Support Fees	7.75	\$50.00	\$387.50
Travel Expenses			<u>\$1,586.94</u>
Total			\$17,411.94

AUGUST 16-31, 2014 (ESTIMATED)

Review of Dr. Schwab's Research Mission presentation and feedback to Dr. Hofmann; preparation for the feedback sessions with research faculty in the Colleges of Medicine and Pharmacy, Facilitation of six feedback session – including documentation and report.

	<u>Hours</u>	<u>Rate/Hour</u>	<u>Amount</u>
Estimated Consulting Fees	28.00	\$250.00	\$7,000.00
Estimated Support Fees	8.00	\$50.00	\$400.00
Estimated Travel Expenses			<u>\$955.60</u>
Estimated Total			\$8,355.60

SUMMARY

	<u>Fees</u>	<u>Expenses</u>	<u>Totals</u>
May	\$7,750.00	\$0.00	\$7,750.00
June	\$9,262.50	\$1,297.34	\$10,559.84
July	\$875.00	\$0.00	\$875.00
August 1- 15	\$15,825.00	\$1,586.94	\$17,411.94
August 16 - 31 Estimated	<u>\$7,400.00</u>	<u>\$955.60</u>	<u>\$8,355.60</u>
Totals	\$41,112.50	\$3,839.88	\$44,952.38

UTHSC
Estimated Work by TSI Consulting Partners
September 1 through April 30, 2015

SEPTEMBER, 2014

- Implementation planning session with the five UTHSC-wide implementation teams on September 3-5
- Facilitation of the feedback sessions with the College of Nursing faculty and staff on September 9-10
- Strategic planning session with the College of Health Professions on September 30 and October 1

	<u>Hours</u>	<u>Rate/Hour</u>	<u>Amount</u>
Estimated Consulting Fees	50.00	\$250.00	\$12,500.00
Estimated Support Fees	12.00	\$50.00	\$600.00
Estimated Travel Expenses 2 consultants, 2 travel days each 1 consultant, 3 travel days			<u>\$2,300.00</u>
Estimated Total			\$15,400.00

OCTOBER, 2014

- Implementation support, including site work on October 21-23

	<u>Hours</u>	<u>Rate/Hour</u>	<u>Amount</u>
Estimated Consulting Fees	20.00	\$250.00	\$5,000.00
Estimated Support Fees	0.00	\$50.00	\$0.00
Estimated Travel Expenses 2 consultants, 2 travel days each			<u>\$2,000.00</u>
Estimated Total			\$7,000.00

NOVEMBER, 2014

- Implementation support, including site work on November 11-12

	<u>Hours</u>	<u>Rate/Hour</u>	<u>Amount</u>
Estimated Consulting Fees	20.00	\$250.00	\$5,000.00
Estimated Support Fees	0.00	\$50.00	\$0.00
Estimated Travel Expenses 1 consultant, 2 travel days			<u>\$1,000.00</u>
Estimated Total			\$6,000.00

DECEMBER, 2014

- Implementation support, including site work on December 9-10

	<u>Hours</u>	<u>Rate/Hour</u>	<u>Amount</u>
Estimated Consulting Fees	20.00	\$250.00	\$5,000.00
Estimated Support Fees	0.00	\$50.00	\$0.00
Estimated Travel Expenses 1 consultant, 2 travel days			<u>\$1,000.00</u>
Estimated Total			\$6,000.00

JANUARY, 2015

- Implementation support, including facilitation of Strategic Planning Committee meeting to review progress to date

	<u>Hours</u>	<u>Rate/Hour</u>	<u>Amount</u>
Estimated Consulting Fees	20.00	\$250.00	\$5,000.00
Estimated Support Fees	8.00	\$50.00	\$400.00
Estimated Travel Expenses 1 consultant, 3 travel days			<u>\$1,300.00</u>
Estimated Total			\$6,700.00

FEBRUARY-MARCH, 2015

- Implementation supporting, including three days of site work

	<u>Hours</u>	<u>Rate/Hour</u>	<u>Amount</u>
Estimated Consulting Fees	30.00	\$250.00	\$7,500.00
Estimated Support Fees	0.00	\$50.00	\$0.00
Estimated Travel Expenses 1 consultant, 3 travel days			<u>\$1,300.00</u>
Estimated Total			\$8,800.00

APRIL, 2015

- Implementation support, including facilitation of Strategic Planning Committee's Annual Strategy Update

	<u>Hours</u>	<u>Rate/Hour</u>	<u>Amount</u>
Estimated Consulting Fees	20.00	\$250.00	\$5,000.00
Estimated Support Fees	8.00	\$50.00	\$400.00
Estimated Travel Expenses 1 consultant, 3 travel days			<u>\$1,300.00</u>
Estimated Total			\$6,700.00

SUMMARY

	Fees	Expenses	Totals
September, 2014	\$13,100.00	\$2,300.00	\$15,400.00
October	\$5,000.00	\$2,000.00	\$7,000.00
November	\$5,000.00	\$1,000.00	\$6,000.00
December	\$5,000.00	\$1,000.00	\$6,000.00
January, 2015	\$5,400.00	\$1,300.00	\$6,700.00
February - March	\$7,500.00	\$1,300.00	\$8,800.00
April	<u>\$5,400.00</u>	<u>\$1,300.00</u>	<u>\$6,700.00</u>
Totals	\$46,400.00	\$10,200.00	\$56,600.00

**THE UNIVERSITY OF TENNESSEE
CONTRACT**

This Contract, made and entered into on October 7, 2013, documents the agreement between the University of Tennessee (hereafter UNIVERSITY) and TSI Consulting Partners, Inc. (hereafter CONTRACTOR).

This Contract consists of this cover page, the University's Standard Terms and Conditions, and four 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 below.

By mutual agreement, the UNIVERSITY and CONTRACTOR agree to the following:

1. TSI Consulting Partners, Inc. will facilitate the 5-year strategic planning process for the UTHSC. Contract is for consulting services at \$250.00/hour and all services related to facilitation and design of the plan for UTHSC.
2. Reimbursement of travel expenses related to the contract and based on vendor's travel regulations, but under no circumstances can UT pay for first class airfare.

The Period of Performance under this Contract is from October 7, 2013 through June 30, 2014. 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 CONTRACTOR \$48,961.72 per contract period.

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

The UNIVERSITY's maximum liability under this Contract is \$48,961.72.

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

FOR CONTRACTOR:

ADDRESS:

TSI Consulting Partners, Inc
8080 Moursbridge Rd., Ste. 203
Portage, Michigan 49024

PHONE:

269-375-0180

FEDERAL ID #:

38-25 00856



Name:

Title:



Date

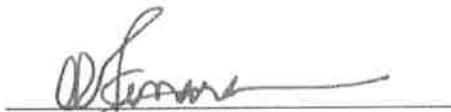
FOR UNIVERSITY:

DEPARTMENT NAME:

UT College Of

RESPONSIBLE ACCOUNT:

R07



Anthony A. Ferrara

Vice Chancellor / Chief Financial Officer



Date

UNIVERSITY'S STANDARD TERMS AND CONDITIONS

1. The University is not bound by this Contract until it is approved and signed by appropriate University authorized official(s). A list of the University's authorized officials is located here: <http://treasurer.tennessee.edu/contracts/contracts/signature.html>
2. This Contract may be modified only by a written amendment which has been executed and approved by the authorized officials of both parties. A list of the University's authorized officials is located here: <http://treasurer.tennessee.edu/contracts/contracts/signature.html>
3. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the University.
4. Unless otherwise indicated on the reverse, if this Contract provides for reimbursement for travel, meals or lodging, such reimbursement must be made in accordance with University travel policies.
5. The Contractor warrants that no part of the total Contract amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor, or consultant to Contractor in connection with any work contemplated or performed relative to this Contract, and that no employee or official of the State of Tennessee holds a controlling interest in the Contractor. If the Contractor is an individual, the Contractor certifies that he/she is not presently employed by the University or any other agency or institution of the State of Tennessee; that he/she has not retired from or terminated such employment within the past six months; and that he/she will not be so employed during the term of this Contract.
6. The Contractor shall maintain documentation for all charges against the University under this Contract. The books, records and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment, and shall be subject to audit, at any reasonable time and upon reasonable notice, by the University or the Comptroller of the Treasury, or their duly appointed representatives. These records shall be maintained in accordance with generally accepted accounting principles.
7. No person on the grounds of disability, age, race, color, religion, sex, national origin, veteran status or any other classification protected by Federal and/or Tennessee State constitutional and/or statutory law shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract. The Contractor shall, upon request, show proof of such nondiscrimination, and shall post in conspicuous places, available to all employees and applicants, notice of nondiscrimination.
8. The Contractor shall comply with all applicable Federal and State laws and regulations in the performance of this Contract.
9. This Contract shall be governed by the laws of the State of Tennessee, which provide that the University has liability coverage solely under the terms and limits of the Tennessee Claims Commission Act.
10. The Contractor shall avoid at all times any conflict of interests between his/her duties and responsibilities as a Contractor and his/her interests outside the scope of any current or future Contracts. The following principles define the general parameters of a conflict of interests prohibited by the University:
 - a. Contractor's outside interests shall not interfere with or compromise his/her judgment and objectivity with respect to his/her duties and responsibilities to the University.
 - b. A Contractor shall not make or influence University decisions or use University resources in a manner that results in: Financial gain outside any current or future Contracts for either the Contractor or his/her relatives or Unfair advantage to or favored treatment for a third party outside the University.
 - c. A Contractor's outside financial interests shall not affect the design, conduct, or reporting of research. The Contractor certifies that he/she has no conflicts of interests and has disclosed in writing the following:
 - a. Any partners or employees of the Contractor who are also employees of the University.
 - b. Any relatives of the Contractor's partners or employees who work for the University.
 - c. Any outside interest that may interfere with or compromise his/her judgment and objectivity with respect to his/her responsibilities to the University.
11. If the Contractor fails to perform properly its obligations under this Contract or violates any term of this Contract, the University shall have the right to terminate this Contract immediately and withhold payments in excess of fair compensation for completed services. The Contractor shall not be relieved of liability to the University for damages sustained by breach of this Contract by the Contractor.
12. It is understood by the Contractor that the University will possess all rights to any creations, inventions, other intellectual property, and materials, including copyright or patents in the same, which arise out of, are prepared by, or are developed in the course of the Contractor's performance under this Contract. The Contractor and the University acknowledge and agree that the Contractor's work under this Contract shall belong to the University as "work-made-for-hire" (as such term is defined in U.S. Copyright Law). To the extent Contractor's work is not deemed to constitute "work-made-for-hire," Contractor hereby assigns and transfers to the University all of Contractor's right, title and interest in and to any creations, inventions, other intellectual property, and materials, including copyright or patents in the same, which arise out of, are prepared by, or are developed in the course of the Contractor's performance under this Contract.
13. For personal, professional, and consultant services, the Contractor shall submit brief, periodic progress reports to the University as requested.
14. In compliance with the requirements of Tenn. Code Ann. § 12-4-124, for any contract for goods or services purchased by the University, the Contractor hereby attests that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performances of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the United States in the performance of the Contract.
15. Any activities performed within the University of Tennessee facilities in support of this contract shall be executed in accordance with all applicable safety and environmental standards. Covered activities include but are not limited to the installation, servicing and maintenance of devices or equipment. Requisite safety standards include those promulgated by the Tennessee Occupational Safety and Health Administration (TOSHA), the Tennessee Department of Environment and Conservation (TDEC), Tennessee Division of Radiological Health, and any other regulation or related consensus standards which may apply to the device, equipment, or services covered under this contract. All hazardous substances and materials, including waste, under the control of the contractor shall be managed in accordance with applicable EPA and TDEC regulations. *Failure to abide by regulatory requirements may result in termination of the contract by the university. Any fines imposed against the University as the result of a contractor's failure to abide by regulations shall be the contractor's responsibility.*
16. This Contract is the entire agreement between the University (including University employees and other end users) and Contractor. In the event Contractor enters into terms of use, end user agreements, or other agreements or understandings, whether electronic, click-through, or shrink-wrap, and whether verbal or written, with University employees or other end users, such agreements shall be null, void, and without effect, and the terms of this Contract shall apply.
17. In compliance with the requirements of Tenn. Code Ann. § 12-4-120, the Contractor hereby attests that the Contractor has registered with the State of Tennessee's Department of Revenue for the collection of Tennessee sales and use tax. This registration requirement is a material requirement of this Contract.



TSI CONSULTING PARTNERS, INC.

CLIENT TRAVEL EXPENSE POLICY

It is the policy of TSI Consulting Partners, Inc. to minimize client travel expenses whenever possible, including but not limited to:

- Booking air travel at the lowest available fares, taking advantage of advanced booking if possible
- Booking accommodations in client-preferred hotels utilizing corporate rates if available
- Utilizing reasonable and appropriate services for other travel-related expenses including ground transportation, meals and parking
- Providing detailed itemization of all client expenses being invoiced including receipts

Travel expenses are invoiced with the same terms as services – net 30 days from the date of the invoice.

8080 Mearsbridge Road, Suite 203 / Portage, Michigan 49024

T: 269-575-0180 F: 269-575-7597

www.tsiop.com



TSI CONSULTING PARTNERS, INC.

**Cost Proposal to Develop Strategic Plan
The University of Tennessee Health Science Center
RFP #10042307**

Organization Name: TSI Consulting Partners, Inc.
Contact Person/Title: Timothy D. Fallon, President
Federal ID #: 38-2500856
Address: 8080 Moorsbridge Road, Ste. 203, Portage, MI 49024
Phone #: (269) 375-0180
Fax #: (269) 375-7397
Email Address: tfallon@tsicp.com

8080 Moorsbridge Road, Suite 203 / Portage, Michigan 49024

T 269-375-0180 F 269-375-7397

www.tsicp.com

Timothy D. Fallon, President, of TSI Consulting Partners, Inc. has reviewed and approves this Cost Proposal to Develop Strategic Plan for The University of Tennessee Health Science Center.

Signed:  Date: February 24, 2013
Timothy D. Fallon
President

COST PROPOSAL

Phase	Description	Estimated Hours	Consulting Costs	Estimated Direct Costs* (travel, meals, lodging, etc.)	Total Phase Price
1	Preparing for Strategic Planning	16 Consulting Hours @ \$250/hr. 4 Support Hours @ \$50/hr.	\$4,200	\$2,210	\$6,410
2	Securing Input from Stakeholders (<i>Includes ten focus groups of up to 12 people per group and 15 individual interviews, 3 large-group input sessions and an online survey.</i> <i>Pricing for various methods and scope can be determined using the following costs:</i> <ul style="list-style-type: none"> • \$2,500/focus group • \$200/ interview • \$3,500/large-group input session • \$2,500/ online survey of up to 100 responses;\$1,000/ each additional 50 survey responses) <p>TSI will work with UTHSC leadership in Phase 1 to finalize the scope and cost of Phase 2.</p>	164 Consulting Hours @ \$250/hr. 48 Support Hours @ \$50/hr.	\$ 43,400	\$3,265	\$46,665
3	Facilitating the Strategic Planning Session (<i>Includes facilitation and documentation</i>)	70 Consulting Hours @ \$250/hr. 20 Support Hours @ \$50/hr.	\$18,500	\$2,700	\$21,200

Phase	Service	Estimated Hours	Consulting Costs	Estimated Direct Costs* (travel, meals, lodging, etc.)	Total Phase Price
4	Developing Outcomes, Performance Indicators, and Timelines	24 Consulting Hours @ \$250/hr.	\$6,000	\$2,135	\$8,135

5	Communication with Key Stakeholders (Includes consultant participation in up to four town hall meetings.)	24 Consulting Hours @ \$250/hr. 3 Support Hours @ \$50/hr.	\$6,150	\$2,135	\$8,285
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6	Finalizing the Strategic Plan, Dashboard, and Deliverables TSI will provide the content of the comprehensive strategic plan in a written, professional digital format. Design, photography, etc. are not included. If requested, TSI will manage the production of the final document and provide pricing based on client requirements.	12 Consulting Hours @ \$250/hr. 8 Support Hours @ \$50/hr.	\$3,400	\$1,150	\$4,550
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Totals All Phases:		310 Consulting Hours @ \$250/hr. 83 Support Hours @ \$50/hr.	\$81,650	\$13,595	\$95,245
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*Detail on estimated travel expenses available upon request. TSI will bill actual travel expenses at cost. TSI will make travel arrangements in accordance with the University travel policies.

University of Tennessee Health Science Center

Request for Proposal

Collective 10042307

Issued January 22, 2013

Due March 1, 2013

2:30 pm central time

Dianne Holmes

901-448-7272

The University of Tennessee Health Science Center

**Request for Proposal 10042307
UTHSC Strategic Plan**

ACKNOWLEDGMENT OF RECEIPT AND INTENTION

Please complete this form as soon as possible and fax to the number indicated below.

This is to acknowledge receipt of Request for Proposal **10042307** for UTHSC Strategic Plan dated January 22, 2012. Acknowledgement form is due on February 1, 2013. Sealed proposals are due March 1, 2013 at 2:30 p.m. Central time.

Check one:

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

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

_____	Address:
Firm Name	_____
_____	_____
Contact Person	_____
(Type/Print Name)	_____
_____	_____
Signature	Phone Number
_____	_____
Date	Fax Number

	Email Address

PLEASE FAX THIS ACKNOWLEDGMENT AS SOON AS POSSIBLE TO:

**The University of Tennessee Health Science Center
Purchasing Services Office
Attention: Dianne Holmes
Fax No. (901) 448-8028**

**THE UNIVERSITY OF TENNESSEE HEALTH SCIENCE CENTER
REQUEST FOR PROPOSAL 10042307
Clinical simulation video system**

Issue Date: January 22, 2013

Proposals Due: March 1, 2013 at 2:30 pm

A. General Requirements

1. Issuing Office

This Request for Proposal (RFP) is issued by The University of Tennessee Health Science Center, Purchasing Services Office, 201 East Street, Room 201, Memphis, TN 38163. Dianne Holmes (phone: 901-448-7272, fax: 901-448-8028, email: dholmes2@uthsc.edu will be the sole point of contact for purposes of information concerning this RFP.

2. Submitting Proposals

(a) The vendor is to deliver a proposal in the form and detail specified in this request to The University of Tennessee Health Science Center, Purchasing Services, 201 East Street, Room 201, Memphis, TN 38163 by March 1, 2013 , 2:30 p.m. Central time.

(b) The Technical Proposal only will be opened at the above stated date and time.

(c) The Technical Proposal and the Cost Proposal must be submitted in separate envelopes with the appropriate sealed proposal label affixed to each envelope (see Attachment 1). Cost or price amounts should not be included in the Technical Proposal. Inclusion of cost or price information in the Technical Proposal may result in rejecting of the proposal.

3. Accepting or Rejecting Proposals

The University reserves the right to reject any and all proposals and/or to further negotiate with any potential vendor after proposals are opened.

4. Terms

The University's standard contract terms and conditions are referenced herein and can be found at: <http://www.uthsc.edu/finance/buscontracts/> (UTHSC Payable Contract with Terms and Conditions). The vendor must also meet federal and other State contractual requirements.

B. SCOPE OF WORK

The Chancellor of the University of Tennessee Health Science Center (UTHSC) is seeking a consultant to guide the institution through a five-year strategic planning process focused on its education, research and, outreach goals and priorities. As the flagship statewide academic health system, the mission of the UTHSC is *to bring the benefits of the health sciences to the achievement and maintenance of human health, with a focus on the citizens of Tennessee and the region, by pursuing an integrated program of education, research, clinical care, and public service.* Offering a broad range of undergraduate, graduate and postgraduate training opportunities, the main UTHSC campus is located in Memphis and includes six colleges: Allied Health Sciences, Dentistry, Graduate Health Sciences, Medicine, Nursing and Pharmacy. In addition, the UTHSC has active programs in Knoxville, Chattanooga, and Nashville. Since its founding in 1911, UTHSC has educated and trained more than 53,000 health care professionals on campuses and in health care facilities across the state.

Over the course of 2008 through early 2009, representatives from the UTHSC engaged in a comprehensive, participative strategic planning process for the institution culminating in a revised mission statement and strategic plan (approved by the University of Tennessee Board Of Trustees in June, 2009). This process identified goals and priorities related to (1) Student Access and Success, (2) Research and Economic Development, (3) Outreach and Globalization¹, and (4) Effective and Efficient Use of Resources. During the second and third quarters of 2013, institution administration, campus leaders, faculty, staff, students and constituent stakeholders will be invited once again to participate in a campus-wide dialog designed to reaffirm the institution's commitment to excellence in each of these domains and to identify a five-year vision and priorities for each. This conversation is prompted in part due to the significant growth and expansion of UTHSC programs and presence across the state since 2009, and the ever-changing national economic and health care environment presenting new opportunities and challenges for an academic health center.

Expectations and Deliverables

An experienced facilitator is sought to coordinate and guide this campus-wide initiative, focused on eliciting input on the vision and priorities for the institution's identified goals (student access and success, research and economic development, clinical care and outreach, and the efficient and effective use of resources). The consultant/facilitator or consulting firm will be expected to be actively involved in every step of the planning process. The end result should be a comprehensive, finished product in the form of a complete strategic plan, including a dashboard report to gauge institutional effectiveness and quality, refining recent campus efforts to define metrics for the campus (see campus website). The resulting plan, developed by the contracted facilitator or consulting firm in collaboration with identified campus representatives, will present the priorities, expected outcomes, performance indicators, and timeline for initiatives related to each of the domains for the next five years.

The steps should include, but are not limited to outlining the specific steps and participants in the process; preparation for all strategic planning meetings and periodic town hall presentations to the UTHSC community; design and implementation of surveys and other methods of data collection (including interviews or focus groups with identified representatives); data analysis and support for meetings with UTHSC leadership and offices essential for the development and implementation of the strategic plan (including the UTHSC Office of Institutional Effectiveness). The consultant or consulting firm will guide the staff and any strategic planning committee through the entire process, and will ultimately be charged with producing the final strategic plan suitable for publication and distribution.

The strategic planning process proposed must be an active, engaging and transparent process including representatives from across the institution, including individuals across all UTHSC off-campus instructional sites and clinical campuses. The consultant or consulting firm will coordinate with the Chancellor of the UTHSC, Dr. Steve Schwab, and identified individuals from campus administration to facilitate all aspects of the planning process.

Qualifications

The successful applicant will have demonstrated evidence of the following:

- Experience with strategic planning at a complex, public, research-intensive institution of higher education; preference will be given to those with experience working with academic health centers or health-related institutions.
- Expertise in developing clear, concise, feasible and measurable goals, objectives, and performance indicators as evidenced through sample strategic plans that have been successfully implemented at institutions of higher education (preferably academic health centers).

¹ Since relabeled "Clinical Care and Outreach"

- Proven track record in strategic planning consultations, as evidenced through recommendations from previous clients or institutional leadership.

Approximate Timeline

- Within 2 weeks of contract execution
 - Facilitator identified and under contract.
 - Facilitator to visit the campus to finalize the process, schedule, and target participants for each domain to be addressed.
- Prior to June 1:
 - Data gathered by the Vendor from identified representative stakeholder groups
 - Preliminary report to campus leadership on emerging priorities
- Prior to Oct 1:
 - Opportunities for Faculty Senate and other campus constituencies to review and comment on the draft plan;
 - Final plan approved by the UTHSC leadership team (i.e., the chancellor, executive vice chancellor, vice chancellors, and deans of each college);
 - Final plan ready for submission to the University of TN Board of Trustees Fall 2013 meeting.

Necessary interim steps must be articulated within the proposal to assure meeting these deadlines presented above.

PROPOSAL EVALUATION AND CONTRACT AWARD

Proposal Evaluation Committee

Proposals will be evaluated by a committee composed of members of The University of Tennessee Health Science Center, Department of Purchasing Services, and other key UTHSC faculty and staff.

Oral Presentation and/or Clarification of Bids

1. A bidder may be asked to give an oral presentation or live technical demonstration (in person or via acceptable telecommunication method) to the evaluation committee concerning its bid proposal. The evaluation committee may also require the bidder to submit written responses to questions regarding its bid.

2. It is within the evaluation committee's discretion whether to require a bidder to give an oral presentation or live technical demonstration. This action should not be taken to imply acceptance or rejection of a bid. The UTHSC Purchasing Service's buyer (Ms. Dianne Holmes) is the sole point of contact regarding any request for an oral presentation or written clarification.

Evaluation Criteria and Points:

Proposals received will be evaluated by a team of University employees using the following criteria and point system:

1. Company experience and references – 25 points
2. Experience and qualifications of personnel to facilitate the process – 35 points
3. Work plan and timeline – 40 points
4. Cost (Opened and evaluated after technical evaluation is completed) – 15 points
5. Presentation – 50 points

Maintaining Records

For three years after the end of this contract, the vendor must maintain documentation for all charges to the University under the contract. These records will be subject to audit.

Approving a Contract

No contract will be binding on the University until approved by the President or a Vice President (or designee by the Vice President for Business and Finance).

Payments

Payments under the contract will be made after an invoice is submitted for performance of the services that each payment represents. The final payment will not be made until after the performance is complete.

Subcontracting

If any part of the work is to be subcontracted, the vendor's proposal should provide a description of the subcontracting organization and the contractual arrangements. All subcontractors will be subject to University approval. The successful vendor will also furnish the corporate or company name and the names of the officers or principals of companies proposed as subcontractors by the vendor.

B. Proposal Format and Content

1. Vendors should prepare proposals simply, clearly, and economically, providing a concise description of their capabilities to satisfy the requirements of the RFP. The Technical Proposal and Cost Proposal must be separately sealed using the special sealed proposal labels in Attachment 1. Vendor must supply original and (7) copies of the technical proposal and an original and (1) copy of the pricing proposal. Reminder, the technical and pricing proposals are to be in separate envelopes. The inclusion of any pricing information in the technical proposal will result in disqualification of the proposal.

2. Technical Proposal (separately sealed from the Cost Proposal)

The Technical Proposal should contain all data relating to the vendor's organization, personnel, and experience to substantiate his or her qualifications and capabilities to perform the services described in Statement of Work above. The Technical Proposal should also describe the vendor's plans for accomplishing the tasks described in Statement of Work above within the prescribed timeline. The information presented should be detailed enough so that the University can ascertain the vendor's understanding of the work to be performed and should outline the steps in the total services proposed.

Section 1 of the Proposal: Company Experience and References

At a minimum, this section should include a brief description of the consulting firm, including size, age, number of employees, location and financial health. If the application is from a sole consultant, comparable information should be provided regarding experience, length of time serving as a consultant, etc.

Please provide a list of five references, preferably to include institutions of higher education and particularly academic health centers. For each reference provide a name, position, current contact information, the relationship of the reference to the consultant or consulting firm, and the names of the staff members within the firm who worked directly with the reference. In addition, provide a list of clients that you have assisted with their strategic planning process.

Section 2 of the Proposal: Experience in Strategic Planning

Please provide a summary of your company's/your specific experience in strategic planning in higher education and academic health centers. This section should summarize the qualifications and direct experience of staff members who will be directly responsible for the execution of the strategic planning process. Resumes that include education, position in the firm, and years and types of experience and responsibilities should be included in the section for all those anticipated to support the proposed process. Finally, provide up to 3 individual strategic plan samples that are representative of plans they developed and/or facilitated and that were successfully implemented. For each sample plan, include a brief description of the steps and time involved in the accompanying strategic planning process.

Section 3 of the Proposal: Work Plan and Timeline

This section should provide detailed plans for accomplishing the tasks described in the Expectations and Deliverables. The information presented should be detailed enough so that the University can ascertain the vendor's understanding of the work to be performed, capacity to work within the prescribed timeline, and should outline the steps in the total services proposed. In addition to an overall proposed work plan, please include information regarding:

- The timetable required to complete the planning process and final document in the specified time period
- Description of your expected time commitments for members of an identified strategic planning committee (if so recommended) and the UTHSC leadership team (comprised of the chancellor, vice chancellors, and deans of all six colleges)
- Specific steps or stages that will be required to reach the expectations and deliverables
- Data gathering methods and required resources
- Clear responsibilities and duties of the staff from your firm as well as representatives from the UTHSC

Contractual terms and conditions: The University's standard contract and terms and conditions are available for review or printing at this web link: <http://www.uthsc.edu/finance/buscontracts/> (UTHSC Payable Contract with Terms and Conditions). Indicate whether you are agreeable to executing a contract based on the University's standard contract and the provisions of this RFP. If you will require additional terms and conditions or an alternate contract form, those must be included in this section of the proposal.

3. Price Proposal (separately sealed from Technical Proposal)

1. The bidder should submit a price proposal for providing the services required by this RFP. This information will provide UTHSC with an additional perspective on how the bidder will allocate financial resources in undertaking the work required by this RFP.

Cost proposals must contain a price for consulting costs (including estimated number of staff hours) and direct costs (travel, lodging). In accordance with the University Standard Contract, "travel, meals or lodging should be made in accordance with the University travel policies." If

various stages are proposed, outline the cost for each completed stage. Proposals will be evaluated on the total of all costs provided (consulting + direct costs).

2. The bidder must submit a price proposal. Failure to submit all information required will result in your bid being considered non-responsive. Each bidder is requested to hold its prices firm for a minimum of ninety (90) days so that an award can be made.

D. TIMETABLE

RFP Issue Date	January 22, 2013
Return Acknowledgement	February 1, 2013
Questions Due	February 13, 2013
Proposal Due Date/Time	March 1, 2013 @ 2:30 pm
Open Cost Proposals	March 8, 2013
Final Contract Award	March 15, 2013

NOTE: The UTHSC reserves the right to deviate from this schedule.

SPECIAL PROPOSAL CONDITIONS

SPC-1 SEALED PROPOSAL

The Technical Proposal and the Cost Proposal must be submitted in separately sealed and labeled envelopes or boxes. Each copy of the Technical Proposal should be bound in a single volume or document. All documentation submitted with the Technical Proposal should be bound in that single volume or document. The special labels provided with the RFP package must be filled in and pasted on the lower left corner of the envelopes or boxes in which the proposals are submitted. The proposing firm's name and address should also be indicated on the envelope or box. All sealed proposals must be received by the Purchasing Services Office prior to the due date and time. Hand delivered proposals must be given to a representative of the Purchasing Services Office immediately upon entering the office. It is the proposer's responsibility to assure that proposals are delivered at the proper time and place of the proposal opening. Proposals which for any reason are not so delivered will be returned unopened. Technical Proposals will be opened publicly and recorded at the date and time that proposals are due. Cost Proposals will not be opened by the University until after completing the evaluation of all Technical Proposals.

SPC-2 PROPOSAL IN ACCORDANCE WITH SPECIFICATIONS

Proposers are cautioned that unless otherwise stipulated in their proposals, it will be assumed that their proposal is in strict accordance with the specifications and will be required to strictly comply therewith. Any deviations whatever from the specifications must be fully set forth and itemized in detail in a letter accompanying the proposal. Generalized statements submitted with your proposal in order to avoid complying with this requirement in full detail will not be accepted.

SPC-3 ACKNOWLEDGEMENT OF ADDENDA

In the event that any addenda to this RFP are issued, the proposer must acknowledge receipt of same in the proposal.

SPC-4

This Request for Proposals (RFP) is part of a competitive procurement process that helps to serve the University's best interests. It also provides proposers with a formal and unrestrictive opportunity for their services to be considered. The process of competitive negotiation being used in this case should not be confused with the process of competitive sealed bidding. The latter process is usually used where the goods and services being procured can be precisely described and price is generally the determinative factor. With a RFP and competitive negotiation, however, price is not required to be the determinative factor, although it may be, and the University has the flexibility to negotiate with one or more contractors to arrive at a mutually agreeable relationship. Any questions about this process or the requirements herein must be in writing and sent to Dianne Holmes via fax at (901) 448-8028 or e-Mail at dholmes2@uthsc.edu

Proposers must not enter price or cost information in the Technical proposal. A separately sealed cost proposal must be submitted according to the instructions of the RFP document. Inclusion of price or cost information in the technical proposal may be cause for rejection of the entire proposal.

When reviewing the RFP Document and General Proposal Conditions, all references to Request for Quotation and Bidders are deleted and should read Request for Proposal and Proposer(s) respectively.

SPECIAL TERMS AND CONDITIONS

The following special terms and conditions shall apply to this RFP and any resulting contract between the University and the successful proposer.

A. INDEMNIFICATION

The selected contractor will defend at the contractor's expense, indemnify and hold harmless the University and its employees, including the Board Of Trustees, from and against any and all liability damages, losses, expenses, claims, demands, suits, actions, judgments, bodily injuries or sicknesses to any person, or damage destructive or loss of use of any property arising out of or related to the services provided by the contractor or caused by the contractor's negligence or from any operation conducted by the contractor in rendering service to The University of Tennessee.

B. INDEPENDENT CONTRACTOR

The contractor selected will be deemed to be an independent contractor and will not, under any circumstances, be considered an employee, servant or agent of the University of Tennessee. Neither the contractor nor its employees have any authority to bind the University in any respect. 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.

C. TAXES

PROPOSERS ARE RESPONSIBLE FOR DETERMINING THE APPLICABILITY OF TAXES. The University shall be responsible only for taxes imposed directly on the University.

D. LIABILITY

The University shall have no liability except as specifically provided in the contract. Furthermore, any liability of the University that arises out of or relates to this contract shall be governed by the Tennessee Claims Commission Act, Tennessee Code Annotated Sections 9-8-301, et seq.

E. VENDOR COSTS/PROPOSAL OWNERSHIP

The University of Tennessee will not be liable for any cost incurred by proposers before issuance of a contract. All proposals submitted in response to the RFP become the property of the University of Tennessee and will not be returned to the proposers. Proposals will become part of the file and will be subject to the applicable Tennessee Record Laws.

F. PREPARATION COST

The proposer must bear all costs associated with the preparation of the proposal and of any oral presentations requested by the University.

G. MOST FAVORABLE TERMS

Proposers are cautioned that, after the closing date and time for receipt of proposals, the University is not obligated to ask for or accept data which the proposer may consider essential for a complete and thorough evaluation of the proposal. Accordingly, each proposal should be submitted on the most favorable and complete terms possible.

H. ADVERTISING

In submitting a proposal or a bid, proposer agrees not to use the results there from as a part of any commercial advertising without the prior written approval of the University.

I. INDEMNIFICATION BY UNIVERSITY

The University will not enter into any contract that contains a clause requiring the University to indemnify or hold harmless any party. Any exception will be limited to the terms and limits of the University's general liability insurance coverage or the provisions of the Tennessee Claims Commission Act.

J. LIMITATION OF REMEDIES

The University will not enter into any contract that contains a clause limiting its remedies against any party. Any exception will be only to the extent permitted by Tennessee law.

K. SIGNATURE/PROPOSAL ACCEPTANCE PERIOD

An official authorized to bind the proposer under contract must sign the proposal. It is understood and agreed that all proposals shall remain firm for a period of at least sixty (60) days from the date for opening proposals.

L. PROTEST PROCEDURE

Any dissatisfied party wishing to protest a Purchasing decision must initially do so in writing to Purchasing Services within seven calendar days after the basis for the protest becomes, or should have become, known. In the case of a pending award, a stay of the award may also be requested. Copies of the University's policies and procedures regarding the resolution of vendor protests may be obtained by contacting Purchasing Services.

M. CONFIDENTIAL INFORMATION

Performance under this Agreement may involve the exchange of [or may incidentally expose Contractor's employees to] confidential information. This may include information about individual persons including, without limitation, health information, employment information, insurance information and family information (collectively, "Personal Information"). This may also include proprietary information. The Contractor agrees that its employees/agents will protect all Confidential Information and will not use it or disclose it for any purpose other than as allowed for the performance of this Agreement or as otherwise permitted hereunder or required by law. The Contractor's employees/agents may be required to execute a Confidentiality Agreement consistent with the foregoing provisions.

N. HIPAA COMPLIANCE

Contractor warrants to the University that it is familiar with the requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its accompanying regulations, and will comply with all applicable HIPAA requirements in the course of this contract. Contractor warrants that it will cooperate with the University in the course of performance of the contract so that both parties will be in compliance with HIPAA, including cooperation and coordination with University privacy officials and other compliance officers required by HIPAA and its regulations. Contractor will sign any documents that are reasonably necessary to keep the University and Contractor in compliance with HIPAA, including but not limited to business associate agreements.

THE UNIVERSITY OF TENNESSEE
 ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE
 COLLECTIVE NUMBER 10042307

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

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

SIGNATURE & DATE: _____

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

TITLE: _____

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

ATTACHMENT 1

**SEALED PROPOSAL LABELS
RFP 10042307**

Proposers must cut out and affix these labels to the lower left corner of the envelopes or boxes that contain their Technical Proposal and their separately sealed Cost Proposal. The outer edge of each label should be outlined with a red marker or pen in order to make the label easily identified.

**The University of Tennessee Health
Science Center**

**SEALED PROPOSAL
TECHNICAL PROPOSAL
for
RFP 10042307
DUE March 1, 2013
2:30 P.M. CENTRAL TIME**

UTHSC Strategic Plan

**The University of Tennessee Health
Science Center**

**SEALED PROPOSAL
COST PROPOSAL
for
RFP 10042307
DUE March 1, 2013
2:30 P.M. CENTRAL TIME**

UTHSC Strategic Plan

University of Tennessee Health Science Center

Request for Proposal

Addendum #1

Collective 10042307

Issued February 15, 2013

Due March 1, 2013

2:30 pm central time

Dianne Holmes

901-448-7272

This addendum also consists of the attached UTHSC score card.

The following questions have been presented and answered below.

1. What progress has occurred under each of the four goals since the 2009 strategic plan was approved? Are there reports or other data/metrics describing such activities that you can share?

PROGRESS ON THE GOALS IN GENERAL HAS BEEN SIGNIFICANT, THOUGH MANY OF THE SPECIFIC METRICS OR OBJECTIVES HAVE EVOLVED SINCE 2009 DUE TO SIGNIFICANT BUDGETARY CONSTRAINTS, CHANGES IN LEADERSHIP, AND CHANGES IN NEEDS AND PRIORITIES. SPECIFIC DATA THAT IS AVAILABLE WILL BE PROVIDED TO THE VENDOR ONCE UNDER CONTRACT.

2. The timeframe for project completion is short for a strategic planning initiative of this complexity. What was the basis for establishing an October completion date?

THE TIMETABLE IS BASED, IN PART, ON GETTING A FINAL STRATEGIC PLAN APPROVED BY THE UT BOARD OF TRUSTEES BEFORE THE END OF THE CALENDAR YEAR (THE FALL MEETING IS IN EARLY NOV).

3. How does the HSC strategic planning effort relate to the recent or current planning efforts of the individual schools? Will the strategic planning results of these schools be known and available to us to inform our efforts?

EACH OF THE COLLEGES HAS AN ONGOING STRATEGIC PLANNING PROCESS. SOME OF THE COLLEGES ARE CURRENTLY UNDERGOING A 5-YEAR STRATEGIC PLANNING PROCESS. ALL OF THE COLLEGES' STRATEGIC PLANS AND SCORECARDS (METRICS AND RELATED DATA) WILL BE MADE AVAILABLE TO THE VENDOR ONCE UNDER CONTRACT AND AS THEY ARE COMPLETED.

4. Is there any relationship between this strategic planning effort and the timetable for reaccreditation of any of the HSC's component institutions?

NO, NOT FOR ANY OF THE PROFESSIONAL ACCREDITATIONS FOR ANY OF THE SPECIFIC PROGRAMS. THE HSC WILL BE SEEKING TO BE A SEPARATELY ACCREDITED HEALTH SCIENCE CENTER OVER THE COURSE OF THE NEXT 18 MONTHS. HAVING AN ON-GOING, RESEARCH-BASED STRATEGIC PLANNING PROCESS IS A FUNDAMENTAL REQUIREMENT FOR SACS ACCREDITATION THUS A SIGNIFICANT COMPONENT OF THIS EFFORT IS TO REFINE AND INSTITUTIONALIZE THE STRATEGIC PLANNING PROCESS.

5. It appears that the number of individuals who will provide input into this process has been expanded. Can you provide us with an estimate of how many people across these groups will be interviewed so that we can reflect that in our budget development?

- a. Given the tight project timeframe, will these individuals be available to work with us over the summer?

THE EXACT NUMBER OF PEOPLE TO BE INTERVIEWED AND/OR ENGAGED IN GROUP DISCUSSIONS OR PLANNING SESSIONS REALLY WILL BE BASED PRIMARILY ON RECOMMENDATIONS BY THE VENDOR. AS FOR AVAILABILITY IN THE SUMMER, ALTHOUGH INDIVIDUALS CERTAINLY TAKE ANNUAL LEAVE MORE FREQUENTLY OVER THE SUMMER MONTHS THAN AT OTHER TIMES, MOST FACULTY AND ALL THOSE IN LEADERSHIP POSITIONS

ARE ON 12-MONTH APPOINTMENTS. THE ONLY EXCEPTION IS THAT THE COLLEGE OF DENTISTRY ESSENTIALLY CLOSES THE MONTH OF JUNE (AS CLASSES ARE NOT IN SESSION AND THE CLINIC IS CLOSED FOR THE MONTH).

6. "Presentation" is listed as representing 50 points in the RFP bidders score. There is no description of what the requirements are for this component. Could you provide us with some more detail?

THE TOP 2 – 3 VENDORS WILL BE INVITED TO GIVE AN ON-CAMPUS 60-MINUTE PRESENTATION OF THEIR PROPOSAL AND TO ADDRESS ANY QUESTIONS OF THE REVIEW TEAM MEMBERS AND UTHSC LEADERSHIP. WE WOULD ALSO LIKE TO LIMIT THE NUMBER OF PRESENTERS TO A MAXIMUM OF 3.

THE PURPOSE OF THE PRESENTATION IS NOT TO REPEAT INFORMATION IN THE TECHNICAL PROPOSAL, RATHER, IT IS TO AFFORD THE PROPOSER THE OPPORTUNITY TO IMPART THE VISION THAT IT HAS FOR OPERATING AND IMPROVING THE UTHSC STRATEGIC PLANNING PROCESS. ADDITIONALLY, THE COMMITTEE MAY ASK FOR CLARIFICATION OF POINTS IN THE PROPOSER'S TECHNICAL PROPOSAL. MARKETING AND PROMOTIONAL CONCEPTS, METHODS AND STYLES OF COMMUNICATION WITH UTHSC MANAGEMENT, AND ORIGINAL CONCEPT IDEAS ARE SOME OF THE TOPICS THAT MAY BE CONTAINED IN PRESENTATIONS TO CONVEY THE UNIQUENESS OF THE PROPOSER'S APPROACH. **NO FINANCIAL PROPOSAL INFORMATION SHALL BE INCLUDED IN THE PRESENTATION.**

INCURRING COSTS. THE UNIVERSITY WILL NOT BE LIABLE FOR ANY COSTS WHICH PROPOSERS MAY INCUR FOR THE PREPARATION OR THEIR PROPOSALS OR MAKING ON-SITE PRESENTATIONS. ADDITIONALLY, THE UNIVERSITY OF TENNESSEE WILL NOT BE LIABLE FOR ANY COST INCURRED BY A VENDOR BEFORE ISSUANCE OF A CONTRACT. ALL PROPOSALS SUBMITTED IN RESPONSE TO THE RFP BECOME THE PROPERTY OF THE UNIVERSITY OF TENNESSEE AND WILL NOT BE RETURNED TO THE VENDORS. PROPOSALS WILL BECOME PART OF THE FILE AND WILL BE SUBJECT TO THE APPLICABLE TENNESSEE RECORD LAWS

7. The paragraph on page 5 - Oral Presentation and Clarification of Bids - states that a presentation may not be required. This appears to conflict with the presentation requirement. Can you clarify?

THE EVALUATION HAS DETERMINED THAT IT WILL REQUIRE AN ON-SITE PRESENTATION FOR THIS RFP. ONLY THE PROPOSERS PROVIDING PRESENTATION WILL BE ELIGIBLE FOR THE 50 EXTRA POINTS.

8. We note that a number of goals in the 2009 strategic plan do not have associated benchmarks. Were these added subsequent to the web posting of the strategic plan summary?

THE UTHSC SCORECARD THAT IS AVAILABLE ON THE WEBSITE (<http://www.uthsc.edu/sacs/UTHSC-Assessment-Plan.pdf>) IS THE MOST ACCURATE AND UP-TO-DATE LIST OF METRICS RELATED TO THE FOUR IDENTIFIED GOALS. THE SCORECARD WAS UPDATED, REVIEWED AND APPROVED BY UTHSC LEADERSHIP AND ENDORSED BY THE FACULTY SENATE DURING 2012.

9. Is a progress report available on performance to date relative to the established benchmarks of the 2009 strategic plan?

NOT SPECIFICALLY RELATED TO THE 2009 BENCHMARKS GIVEN THE NEW UTHSC SCORECARD. SOME OF THE INFORMATION IS PRESENTED IN THE FACTBOOK (<https://academic.uthsc.edu/ie/factbook2012.php>), THOUGH MUCH OF THE DATA IS CURRENTLY BEING GATHERED FOR THE PREVIOUS FY OR CALENDAR YEAR DEPENDING ON THE SPECIFIC METRIC.

All else remains the same as the original request for proposal.