

**CONTRACT #8**  
**RFS # 328.01-505**  
**FA # 00-21377-00**

**Tennessee Wildlife Resources  
Agency (TWRA)**

**VENDOR:**  
**J. F. Griffin Publishing, LLC**



# TENNESSEE WILDLIFE RESOURCES AGENCY

ELLINGTON AGRICULTURAL CENTER  
P.O. BOX 40747  
NASHVILLE, TENNESSEE 37204

June 26, 2009

**RECEIVED**

JUN 30 2009

**FISCAL REVIEW**

Jim White, Executive Director  
Fiscal Review Committee  
8<sup>th</sup> Floor, Rachel Jackson Building  
Nashville, TN 37243

Dear Mr. White:

I am requesting approval for amendment number two (2) to our contract for printing our statutorily--required regulatory guides. The contract was awarded via RFP-328.01-505 to J.F. Griffin Publishing, LLC, in 2007 for a five (5) year contract, to be amended each year because of the volatility of the price of paper at the time of the award. The RFP was bid as follows:

Years 1 & 2 - \$98,000.00 each year  
Years 3 & 4 - \$88,000.00 each year  
Year 5 - \$72,000.00 each year

The decrease in the yearly payment rate is due to the vendor selling advertising in the guides in order to supplement the state's portion of the cost. The previous vendor, Liberty Press charged \$121,856 per year to print these guides and they were the only other company to submit a proposal to our RFP. So far we have saved \$23,856 a year for the first two years and looking to save an additional \$10,000 this year with J.F. Griffin Publishing, LLC. We have also checked with the state's printing division, but they do not have the proper equipment to print these guides.

We apologize for this not being submitted at least sixty (60) days in advance but we were not aware that a contract that had been award by an RFP also had to be approved by the Fiscal Review Committee when the maximum liability reached \$250,000. Also, we did not receive the Edison generated e-mail on June 4, 2009, that the amendment had been denied by the comptroller's office due to this oversight. It was only discovered upon our service procurement coordinator manually going through each contract submitted in the system.

If you have any further questions please contact me. Your favorable approval of this amendment would be much appreciated.

Sincerely,

Ed Carter  
Executive Director  
Tennessee Wildlife Resources Agency

enclosures

The State of Tennessee

Supplemental Documentation Required for  
Fiscal Review Committee

*Contact Name:	Don Crawford	*Contact Phone:	(615)781/6542		
*Contract Number:	FA-00-21377-00	*RFS Number:	328.01-505-08		
*Original Contract Begin Date:	July 1, 2007	*Current End Date:	June 30, 2009		
Current Request Amendment Number: <i>(if applicable)</i>	2				
Proposed Amendment Effective Date: <i>(if applicable)</i>	July 1, 2009				
*Department Submitting:	Tennessee Wildlife Resources Agency				
*Division:	Information and Education				
*Date Submitted:	May 13, 2009				
*Submitted Within Sixty (60) days:	No				
<i>If not, explain:</i>	Did not know that we had to send RFP amendments to the FRC. Did not receive automated e-mail dated June 4 from Edison system that amendment was denied due to not having been approved by FRC.				
*Contract Vendor Name:	J.F. Griffin Publishing, LLC.				
*Current Maximum Liability:	\$284,000.00				
<b>*Current Contract Allocation by Fiscal Year:</b> <i>(as Shown on Most Current Fully Executed Contract Summary Sheet)</i>					
FY:08	FY:09	FY:10	FY:	FY	FY
\$98,000	\$98,000	\$88,000.00	\$	\$	\$
<b>*Current Total Expenditures by Fiscal Year of Contract:</b> <i>(attach backup documentation from STARS or FDAS report)</i>					
FY:08	FY:09	FY:10	FY:	FY	FY
\$98,000.00	\$98,000.	\$0	\$	\$	\$
<b>IF</b> Contract Allocation has been greater than Contract Expenditures, please give the reasons and explain where surplus funds were spent:			N/A		
<b>IF</b> surplus funds have been carried forward, please give the reasons and provide the authority for the carry forward provision:			N/A		
<b>IF</b> Contract Expenditures exceeded Contract Allocation, please give the reasons and explain how funding was acquired to pay the overage:			N/A		

Supplemental Documentation Required for  
Fiscal Review Committee

*Contract Funding Source/Amount:	State:	\$284,000	Federal:	
Interdepartmental:			Other:	
If "other" 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>	
April 2008			As per RFP, amended to extend term for one additional year and added \$98,000 to maximum liability	
Method of Original Award: <i>(if applicable)</i>			RFP (Request For Proposal)	
Include a detailed breakdown of the actual expenditures anticipated in each year of the contract. Include specific line items, source of funding, and disposition of any excess fund. <i>(if applicable)</i>			RFP was awarded in 2007 for a five year contract (to be amended each year to allow for some negotiation of paper costs due to the volatility of the price of paper at the time of the award.) RFP, as bid: Years 1 & 2 - \$98,000.00 ea year Years 3 & 4 - \$88,000.00 ea year Year 5 - \$72,000 ea year	
Include a detailed breakdown, in dollars, of any savings that the department anticipates will result from this contract. Include, at a minimum, reduction in positions, reduction in equipment costs, reduction in travel. <i>(if applicable)</i>			N/A	
Include a detailed analysis, in dollars, of the cost of obtaining this service through the proposed contract as compared to other options. <i>(if applicable)</i>			There were only two vendors that bid on this printing job thru the RFP process, Liberty and J.F. Griffin. Liberty had the contract the last time and the cost was \$121,856 each year. With J.F Griffin costing \$98,000 we are saving \$23,856 each year.	

REPORT-ID: AG05B825-02

11/09/07 (18:42) CYCLE 00100

DEPARTMENT 328 WILDLIFE RESOURCES AGENCY

STATE OF TENNESSEE  
STATEWIDE ACCOUNTING AND REPORTING SYSTEM  
DAILY SUMMARY OF WRITTEN WARRANTS  
ACCOUNTING DATE 11/09/07

ADMIN AGENCY 328.01  
WILDLIFE RESOURCES AGENCY  
WILDLIFE RESOURCES AGENCY  
PAGE 2

WARRANT NUMBER	DATE	BATCH	DEPT/ DIV	D NO M	VOUCHER NUMBER	F	FD	DEPT/ DIV	COST CENTR	GR/SUB	TC	OB/AGY	SUB	F	DOCUMENT NUMBER	INVOICE NUMBER	AMOUNT
R407117	11/05/07	32801	197	3	2065	20	01	32801	6610		126	0324		08	SE. 6-11-2-07		130.00
VENDOR NAME JOHN																	
H GUFFEY JR																	
WARRANT TOTAL																	
																	313.54
R407147	11/08/07	32801	203	3	2167	20	01	32801	6559		126	0324		08	110207110407		147.48
VENDOR NAME THOMAS																	
M CRAMFORD J																	
WARRANT TOTAL																	
																	147.48
R407167	11/08/07	32801	203	3	2166	20	01	32801	6686	8S1	126	0324		08	101507110107		959.38
VENDOR NAME GARY																	
H COPLEY																	
WARRANT TOTAL																	
																	959.38

WARRANT NUMBER	DATE	BATCH	DEPT/ DIV	D NO M	VOUCHER NUMBER	F	FD	DEPT/ DIV	COST CENTR	GR/SUB	TC	OB/AGY	SUB	F	DOCUMENT NUMBER	INVOICE NUMBER	AMOUNT
R407236	11/05/07	32801	197	3	2066	20	01	32801	9110		126	0304		08	OCT. 16-25-07		429.18
R407336	11/05/07	32801	197	3	2066	20	01	32801	9110		126	0324		08	OCT. 16-25-07		315.59
R407336	11/05/07	32801	197	3	2066	20	01	32801	7100		126	0324		08	OCT. 16-25-07		364.16
R407336	11/05/07	32801	197	3	2066	20	01	32801	7100		126	03B4		08	OCT. 16-25-07		440.20
R407236	11/05/07	32801	197	3	2066	20	01	32801	7100		126	03C4		08	OCT. 16-25-07		250.00
R407236	11/05/07	32801	197	3	2066	20	01	32801	7100		126	03C4		08	OCT. 16-25-07		18.00
VENDOR NAME SHERYL																	
D HOLTAM																	
WARRANT TOTAL																	
																	1,817.13

WARRANT NUMBER	DATE	BATCH	DEPT/ DIV	D NO M	VOUCHER NUMBER	F	FD	DEPT/ DIV	COST CENTR	GR/SUB	TC	OB/AGY	SUB	F	DOCUMENT NUMBER	INVOICE NUMBER	AMOUNT
R407305	11/05/07	32801	197	3	2067	20	01	32801	6500		126	0304		08	SEPT. 21-25-07		98.44
R407305	11/05/07	32801	197	3	2067	20	01	32801	6500		126	03A4		08	SEPT. 21-25-07		320.16
R407305	11/05/07	32801	197	3	2067	20	01	32801	6500		126	03B4		08	SEPT. 21-25-07		424.48
R407305	11/05/07	32801	197	3	2067	20	01	32801	6500		126	03C4		08	SEPT. 21-25-07		252.50
R407305	11/05/07	32801	197	3	2067	20	01	32801	6500		126	0324		08	SEPT. 21-25-07		179.00
VENDOR NAME DONALD																	
A KING																	
WARRANT TOTAL																	
																	1,274.58
R407330	11/05/07	32801	196	3	2047	20	01	32801	6501		103	0455		08	FA0821377 01 625		5,390.00
R407330	11/05/07	32801	196	3	2047	20	01	32801	6506		103	0455		08	FA0821377 01 625		5,390.00
VENDOR NAME J F GRIFFIN PUBLISHING LLC																	
WARRANT TOTAL																	
																	10,780.00
R407457	11/08/07	32801	205	3	2175	20	01	32801	6628		103	0765		08	FA0616630 01 17571479		90.00
VENDOR NAME KONE INC																	
WARRANT TOTAL																	
																	90.00

WARRANT NUMBER	DATE	BATCH	DEPT/ DIV	D NO M	VOUCHER NUMBER	F	FD	DEPT/ DIV	COST CENTR	GR/SUB	TC	OB/AGY	SUB	F	DOCUMENT NUMBER	INVOICE NUMBER	AMOUNT
R407634	11/07/07	32801	201	3	2151	20	01	32801	7210		126	0504		08	102207		58.38
R407634	11/07/07	32801	201	3	2152	20	01	32801	7210		126	0504		08	101807		69.50
VENDOR NAME POWELL VALLEY ELECTRIC COOPERA																	
WARRANT TOTAL																	
																	127.88
R407694	11/02/07	32801	T70	3	T2494	20	01	32801	6610		100	099		08	8516210 01 H100100178		28,187.50

WARRANT NUMBER	DATE	BATCH DEPT/ DIV	D NO M	VOUCHER NUMBER	F	FD DEPT/ DIV	COST CENTR	GR/SUB	TC	OB/AGY SUB	GL	FY	DOCUMENT NUMBER-SUFFIX	INVOICE NUMBER	AMOUNT PAY	-DECR WARRANT PAY	
R306817	08/14/07	32801	055 3	0489	20	01	32801	7809	126	0304	08	08	071707 080707	393.30			
R306817	08/14/07	32801	055 3	0489	20	01	32801	7809	126	0324	08	08	071707 080707	120.50			
VENDOR NAME RONALD S REASOR																	
R306834	08/13/07	32801	047 3	0423	20	01	32801	6632	126	0304	08	08	071607080707	34.50			
R306834	08/13/07	32801	047 3	0423	20	01	32801	6632	126	0394	08	08	071607080707	12.00			
VENDOR NAME ANN W CANDLER																	
R306857	08/14/07	32801	055 3	0483	20	01	32801	2910	126	0304	08	08	072107 072807	53.36			
VENDOR NAME WILLIAM J SORRELLS																	
R306872	08/13/07	32801	047 3	0421	20	01	32801	7808	126	0324	08	08	071607073107	53.36			
VENDOR NAME DUSTIN L BUTTRAM																	
R306892	08/14/07	32801	055 3	0484	20	01	32801	2220	126	0324	08	08	072307 072607	345.08			
VENDOR NAME JEFFREY A SKELTON																	
R306935	08/13/07	32801	047 3	0420	20	01	32801	4910	126	0304	08	08	070107072907	411.78			
VENDOR NAME WILLIAM F BREEDING																	
R306946	08/14/07	32801	055 3	0503	20	01	32801	7300	126	03A4	08	08	073107 080407	195.96			
R306946	08/14/07	32801	055 3	0503	20	01	32801	7300	126	03B4	08	08	073107 080407	239.40			
R306946	08/14/07	32801	055 3	0503	20	01	32801	7300	126	03C4	08	08	073107 080407	753.52			
VENDOR NAME WILLIAM C REEVES																	
R306974	08/14/07	32801	055 3	0487	20	01	32801	7311	126	0394	08	08	071107 071907	165.00			
VENDOR NAME GEORGE D SCHOLTEN																	
R307009	07/26/07	32801	022 3	0212	20	01	32801	6506	103	0455	08	08	FA08821377 00 499	1,157.92			
R307009	07/26/07	32801	022 3	0212	20	01	32801	6501	103	0455	08	08	FA08821377 00 499	36.00			
VENDOR NAME J F GRIFFIN PUBLISHING LLC																	
R307055	08/13/07	31799	P08 3	355	20	01	32801		265		08	08	CHARITY FUND	46,060.00			
VENDOR NAME GOVERNOR'S BOOKS FROM BIRTH FO																	
															WARRANT TOTAL	10.00	

REPORT-ID: AG05B825-02

03/24/08 (19:23)

CYCLE 00191

DEPARTMENT 328 WILDLIFE RESOURCES AGENCY

STATE OF TENNESSEE  
STATEWIDE ACCOUNTING AND REPORTING SYSTEM  
DAILY SUMMARY OF WRITTEN WARRANTS  
ACCOUNTING DATE 03/24/08

ADMIN AGENCY 328.01  
WILDLIFE RESOURCES AGENCY  
WILDLIFE RESOURCES AGENCY  
PAGE 1

WARRANT NUMBER	BATCH	DATE	DEPT/NO M	DIY	VOUCHER NO	F	FD	DEPT/DIV	COST	GR/SUB	TC	OR/AGY	F	DOCUMENT	INVOICE	NUMBER	AMOUNT
R570552	02/27/08	32801	398	3	3410	20	01	32801	6501		103	0455	08	FA0821377	00	693	2,940.00
R570552	02/27/08	32801	398	3	3410	20	01	32801	6506		103	0455	08	FA0821377	01	693	38,220.00
VENDOR NAME J F GRIFFIN PUBLISHING LLC																	
R570911	03/12/08	32801	423	3	3670	20	01	32801	6622		102	0835	08	DP0820921	00	07224	7,550.00
R570911	03/12/08	32801	423	3	3670	20	01	32801	6629	8W9	102	0835	08	DP0820921	00	07224	450.00
VENDOR NAME PROFESSIONAL LAND SERVICES (PL																	
5044195	03/17/08	32801	145	1	T3501	20	01	32801	6506		100	095	08	8585523	01	2940122	70.26
VENDOR NAME PRESSTEK INC																	
5044196	03/06/08	32801	T33	1	T4261	20	01	32801	6507		100	095	08	8575499	01	564633	6,495.00
VENDOR NAME PITNEY BOWES INC																	
5044197	03/12/08	32801	T43	1	T3475	20	01	32801	6612		103	095	08	4035979	01	5911354801	36.00
5044208	03/17/08	32801	T45	1	T3489	20	01	32801	2100		100	076	08	8492051	01	436665	6.06
5044208	03/17/08	32801	T45	1	T3489	20	01	32801	2100		100	076	08	8492051	01	436665	21.76
VENDOR NAME ALLIED WASTE SERVICES #8440																	
5044195		5044208															27.82

WARRANT NUMBER  
BEGINNING 5044195  
ENDING 5044208  
WRITTEN 14

S071

S T A R S  
VENDOR PAYMENT FILE

07/07/09  
09:43

DIRECT ACCESS:

FUNCTION: N (I,N), PF1=HELP, PF2=RETURN TO MENU, PF4=END DIRECT ACCESS

VENDOR NO: V010824458 00 DEPT: 328 DIV: 01 INVOICE NO: 853  
VENDOR NAME: J F GRIFFIN PUBLISHING LLC VENDOR TYPE: F

TRANSACTION ID	TC R	CUR DOC NO	REF DOC NO	WARRANT NO	
INVOICE NO		DUE DATE	PROC DATE	REDEEM DT	AMOUNT
32801080731D02900006	103	0301	FA0821377 01	R757618	
853		• 08/22/08	08/01/08	08/22/08	23,030.00

Z07 NEXT REC DISPLAYED  
Z41 ENTER INQUIRY DATA

S071

S T A R S  
VENDOR PAYMENT FILE07/07/09  
09:43

DIRECT ACCESS:

FUNCTION: N (I,N), PF1=HELP, PF2=RETURN TO MENU, PF4=END DIRECT ACCESS

VENDOR NO: V010824458 00 DEPT: 328 DIV: 01 INVOICE NO: 1018  
VENDOR NAME: J F GRIFFIN PUBLISHING LLC VENDOR TYPE: F

TRANSACTION ID INVOICE NO	TC R	CUR DOC NO DUE DATE	REF DOC NO PROC DATE	REDEEM DT	WARRANT NO AMOUNT
32801081001D13100001 1018	103	1961 • 09/26/08	10/03/08	FA0821377 00 10/07/08	R810120 5,390.00
32801081001D13100002 1018	103	1961 • 09/26/08	10/03/08	FA0821377 01 10/07/08	R810120 5,390.00
32801090303D36700012 1101	103	5377 • 02/23/09	03/11/09	FA0821377 00 03/13/09	R987324 20,580.00
32801090303D36700013 1101	103	5377 • 02/23/09	03/11/09	FA0821377 01 03/13/09	R987324 20,580.00
32801080731D02900005 853	103	0301 • 08/22/08	08/01/08	FA0821377 00 08/22/08	R757618 23,030.00

Z06 SUCCESSFUL RECALL

Z41 ENTER INQUIRY DATA

**NON-COMPETITIVE AMENDMENT REQUEST:**

APPROVED

Commissioner of Finance &amp; Administration

1) RFS #	328.01-505-08	
2) Procuring Agency :	Tennessee Wildlife Resources Agency	
3) Service Caption :	Printing of three (3)Regulatory Guides (hunting/trapping, fishing and waterfowl)	
4) Contractor :	J.F. Griffin Publishing, LLC.	
5) Contract #	FA – 08 – 21377 - 00	
6) Contract Start Date :	July 1, 2007	
7) CURRENT Contract End Date : (if ALL options to extend the contract are exercised)	June 30, 2012	
8) CURRENT Maximum Cost : (if ALL options to extend the contract are exercised)	\$ 444,000.00	
<b>PROPOSED AMENDMENT INFORMATON</b>		
9) Amendment #	2	
10) Amendment Effective Date : (attached explanation required if < 60 days after F&A receipt)	July 1, 2009	
11) PROPOSED Contract End Date : (if ALL options to extend the contract are exercised)	June 30, 2012	
12) PROPOSED Maximum Cost : (if ALL options to extend the contract are exercised)	\$ 444,000.00	
13) Approval Criteria : (select one)	<input checked="" type="checkbox"/> use of Non-Competitive Negotiation is in the best interest of the state <input type="checkbox"/> only one uniquely qualified service provider able to provide the service	
14) Description of the Proposed Amendment Effects & Any Additional Service :	Amends term and maximum liability to contract awarded pursuant to RFP 328.01-505.	
15) Explanation of Need for the Proposed Amendment :	We are required by statue (TCA section 70-1-304) to publish these three regulatory guides each year.	
16) Name & Address of Contractor's Current Principal Owner(s) : ( <u>not</u> required for a TN state education institution)	Drew Kelly 430 Main Street, Suite 5 Williamstown, MA 01267	
17) Office for Information Resources Endorsement : (required for information technology service; n/a to THDA)	Documentation is ... <input checked="" type="checkbox"/> Not Applicable to this Request <input type="checkbox"/> Attached to this Request	
18) eHealth Initiative Endorsement : (required for health-related professional, pharmaceutical, laboratory, or imaging service)	Documentation is ... <input checked="" type="checkbox"/> Not Applicable to this Request <input type="checkbox"/> Attached to this Request	

19) Department of Human Resources Endorsement : (required for state employees training service)

Documentation is ...  Not Applicable to this Request  Attached to this Request

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

Contract awarded pursuant to RFP process.

21) Justification for the Proposed Non-Competitive Amendment :

The use of this vendor, J.F. Griffin has already saved the state \$23,856 each year from the past vendor, Liberty Press (\$121,856 each year). This year we will be saving additional \$10,000 and more in the fifth (5<sup>th</sup>) year of the contract.

RFP, as bid:

Years 1 & 2 - \$98,000.00 ea year

Years 3 & 4 - \$88,000.00 ea year

Year 5 - \$72,000 ea year

**AGENCY HEAD SIGNATURE & DATE :**

(must be signed & dated by the ACTUAL procuring agency head as detailed on the Signature Certification on file with OCR— signature by an authorized signatory will be accepted only in documented exigent circumstances)

SIGNATURE & DATE

## C O N T R A C T   A M E N D M E N T   C O V E R

<b>RFS Tracking #</b>	<b>Edison Contract ID #</b>	<b>Amendment #</b>
328.01- 00056	6904	2

<b>Amendment Purpose</b>	<b>Delegated Authority Requisition ID # (ONLY if applicable)</b>
Extend contract for publishing three regulatory guides, which are mandated by statute with the same vendor.	

<b>Contractor/Grantee</b>	<b>Contractor/Grantee FEIN or SSN</b>
J.F. Griffin Publishing	<input type="checkbox"/> C- or <input checked="" type="checkbox"/> V- 01-0824458

<b>Begin Date</b>	<b>End Date</b>	<b>Subrecipient or Vendor</b>	<b>CFDA #(s)</b>
July 1, 2007	June 30, 2010	<input type="checkbox"/> Subrecipient <input checked="" type="checkbox"/> Vendor	

FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
08	\$98,000.00				\$98,000.00
09	\$98,000.00				\$98,000.00
10	\$88,000.00				\$88,000.00
<b>TOTAL:</b>	\$284,000.00				<b>\$284,000.00</b>

<b>— COMPLETE FOR AMENDMENTS —</b>			<b>Procuring Agency Contact &amp; Telephone #</b>						
<b>FY</b>	<b>Base Contract &amp; Prior Amendments</b>	<b>THIS Amendment ONLY</b>	Don Crawford (615)781-6542						
08	\$98,000.00		<b>Procuring Agency Budget Officer Approval</b> (there is a balance in the appropriation from which this obligation is required to be paid that is not otherwise encumbered to pay obligations previously incurred.)  <div style="font-size: 1.5em; font-family: cursive;">KW Taubert</div>						
09	\$98,000.00								
10		\$88,000.00							
			<table style="width: 100%; border: none;"> <tr> <td style="width: 50%;"><b>Speed Code</b></td> <td style="width: 50%;"><b>Account Code</b></td> </tr> <tr> <td>6501 - WR00000317</td> <td></td> </tr> <tr> <td>6506 - WR00000049</td> <td></td> </tr> </table>	<b>Speed Code</b>	<b>Account Code</b>	6501 - WR00000317		6506 - WR00000049	
<b>Speed Code</b>	<b>Account Code</b>								
6501 - WR00000317									
6506 - WR00000049									
<b>TOTAL:</b>	\$196,000.00	\$88,000.00							

— OCR Use —	<b>Procurement Process Summary (FA or ED-type only)</b>

**AMENDMENT TWO  
TO FA-08-21377-00**

This Contract Amendment is made and entered by and between the State of Tennessee, Tennessee Wildlife Resources Agency, hereinafter referred to as the "State" and J.F. Griffin Publishing, hereinafter referred to as the "Contractor." It is mutually understood and agreed by and between said, undersigned contracting parties that the subject Contract is hereby amended as follows:

- 1. The text of Contract Section B.1. is deleted in its entirety and replaced with the following:
  - B.1. This contract shall be effective for the period commencing on July 1, 2007 and ending on June 30, 2010. The State shall have no obligation for services rendered by the Contractor which are not performed within the specified period.

- 2. The text of Contract Section C.1 is deleted in its entirety and replaced with the following:

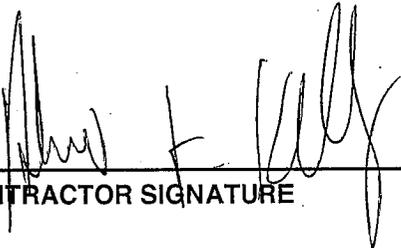
C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed two hundred and eighty-four thousand dollars (\$284,000.00). The Service Rates in Section C.3 shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The Service Rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the Service Rates detailed in Section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

The revisions set forth herein shall be effective July 1, 2009. All other terms and conditions not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

J.F. GRIFFIN PUBLISHING:



CONTRACTOR SIGNATURE

5/13/09  
DATE

ANDREW T. KELLY

PUBLISHER

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

TENNESSEE WILDLIFE RESOURCES AGENCY:

*Ed Carter*

5/26/09

ED CARTER, EXECUTIVE DIRECTOR

DATE

APPROVED:

COMMISSIONER OF FINANCE & ADMINISTRATION

DATE

COMMISSIONER HUMAN RESOURCES

DATE

COMPTROLLER OF THE TREASURY

DATE

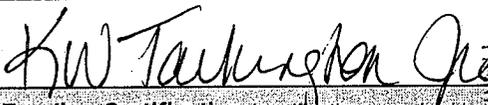
# CONTRACT SUMMARY SHEET

021908

RFS #		Contract #	
<b>328.01-61-08</b>		<b>FA-08-21377-01</b>	
State Agency		State Agency Division	
Tennessee Wildlife Resources Agency		Information and Education, Don Crawford (615)781-6542	
Contractor Name		Contractor ID # (FEIN or SSN)	
J.F. Griffin Publishing		<input type="checkbox"/> C- or <input checked="" type="checkbox"/> V- 01-0824458	
Service Description			
Printing of regulatory guides and selling advertisement for same.			
Contract Begin Date	Contract End Date	SUBRECIPIENT or VENDOR?	CFDA #
July 1, 2007	June 30, 2009	Vendor	

Mark Each TRUE Statement					
<input checked="" type="checkbox"/> 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
328.01	6501/6506	045	20		
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
	See Supplement				See Supplement
<b>TOTAL:</b>	\$196,000.00				\$196,000.00

— COMPLETE FOR AMENDMENTS ONLY —		
FY	Base Contract & Prior Amendments	THIS Amendment ONLY
08	\$98,000.00	
09		\$98,000.00
<b>TOTAL:</b>	\$98,000.00	\$98,000.00
<b>End Date:</b>	June 30, 2008	June 30, 2009

State Agency Fiscal Contact & Telephone #	
Sandi Moseley (615)781-6512	
State Agency Budget Officer Approval	
	
Funding Certification (certification, required by 28 C.F.R. § 94.5113, 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)	
RECEIVED AM ID: 34 DEPT. OF SERVICES	

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

<input type="checkbox"/> African American	<input type="checkbox"/> Person w/ Disability	<input type="checkbox"/> Hispanic	<input checked="" type="checkbox"/> Small Business	<input type="checkbox"/> Government
<input type="checkbox"/> Asian	<input type="checkbox"/> Female	<input type="checkbox"/> Native American	<input type="checkbox"/> NOT Minority/Disadvantaged	<input type="checkbox"/> Other

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

<input checked="" 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 (ID, GG, GU)	<input type="checkbox"/> Other *

**\* Procurement Process Summary** (complete for selection by Non-Competitive Negotiation, Competitive Negotiation, OR Alternative Method)

328.01-61-08

DATE: 08/01/08





APPROVED:

*M.D. Goetz, Jr. IKW*

APR 30 2008

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M. D. GOETZ, JR., COMMISSIONER  
DEPARTMENT OF FINANCE AND ADMINISTRATION

DATE

NOT APPLICABLE

---

DEBORAH E. STORY, COMMISSIONER  
DEPARTMENT OF HUMAN RESOURCES

DATE

*John G. Morgan*

5/5/08

---

JOHN G. MORGAN, COMPTROLLER OF THE TREASURY

DATE

Edison FD # 6904

# CONTRACT SUMMARY SHEET

060706

<b>RFS #</b>	<b>Contract #</b>
328.01 -505-08	FA-08-21377-00

<b>State Agency</b>	<b>State Agency Division</b>
Tennessee Wildlife Resources Agency	I & E Don Crawford 781-6542

<b>Contractor Name</b>	<b>Contractor ID # (FEIN or SSN)</b>
J.F. Griffin Publishing, LLC	<input type="checkbox"/> C- or <input checked="" type="checkbox"/> V- 01-0824458

**Service Description**  
Printing regulatory guides and selling advertising for same

<b>Contract Begin Date</b>	<b>Contract End Date</b>	<b>SUBRECIPIENT or VENDOR?</b>	<b>CFDA #</b>
07/01/2007	06/30/2008	VENDOR	

**Mark Each TRUE Statement**

Contractor is on STARS       Contractor's Form W-9 is on file in Accounts

Allotment Code	Cost Center	Object Code	Fund	Funding Grant Code	Funding Subgrant Code
328.01	6501/6506	045	20		
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
08	\$49,000.00 (6501)				\$49,000.00
08	\$49,000.00 (6506)				\$49,000.00
<b>TOTAL:</b>	\$98,000.00				\$98,000.00

**— COMPLETE FOR AMENDMENTS ONLY —**

FY	Base Contract & Prior Amendments	THIS Amendment ONLY
<b>TOTAL:</b>		
<b>End Date:</b>		

**State Agency Fiscal Contact & Telephone #**  
Sandi Moseley 615-781-6512

**State Agency Budget Officer Approval**  
*KW Taubert*

**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).

RECEIVED  
JUN 29 10 42 AM '08  
OFFICE OF THE  
COMPTROLLER  
GENERAL

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

African American     Person w/ Disability     Hispanic     Small Business     NOT minority/disadvantaged

Asian     Female     Native American     OTHER minority/disadvantaged

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

RFP     Competitive Negotiation     Alternative Competitive Method

Non-Competitive Negotiation     Negotiation w/ Government (e.g., ID, GG, GU)     Other

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

*JUL 9 2008*

**CONTRACT  
BETWEEN THE STATE OF TENNESSEE,  
TENNESSEE WILDLIFE RESOURCES AGENCY  
AND  
J. F. GRIFFIN PUBLISHING, LLC**

This Contract, by and between the State of Tennessee, TENNESSEE WILDLIFE RESOURCES AGENCY, hereinafter referred to as the "State" and J. F. GRIFFIN PUBLISHING, LLC, hereinafter referred to as the "Contractor," is for the provision of printing regulatory guides and selling advertising for same, as further defined in the "SCOPE OF SERVICES."

The Contractor is a LIMITED LIABILITY COMPANY.

Contractor Federal Employer ID Number: 01-0824458  
Contractor Address: 430 Main St Williamstown, MA 01267  
Contractor Place of Incorporation or Organization: Williamstown, MA

**A. SCOPE OF SERVICES:**

- A.1. The Contractor shall provide all services and deliverables as required, described, and detailed by this Scope of Services and shall meet all service and delivery timelines specified in the Scope of Services section or elsewhere in this Contract.
- A.2. The Contractor shall produce and publish the State's three (3) regulatory guides for the hunting/trapping, fishing and waterfowl seasons.
- A.3. The Contractor will do all production work, including design, layout and full composition of each guide, printing and delivering the finished guides to specified locations within Tennessee including the TWRA central office and three (3) regional offices.
- A.4. The Contractor will sell display advertising to offset costs associated with the aforementioned activities. Advertising should be limited to that which is consistent with the State's duties and functions relating to the management, protection, propagation and conservation of wildlife, including hunting, fishing, and boating. Emphasis should be placed on goods and services relating to hunting, fishing, trapping, boating and wildlife in general. Advertisements for sexually oriented products, services or establishments will not be used, as well as advertisements related to alcohol products. In accordance with the Tobacco Master Settlement Agreement, no advertisements for tobacco will be used.
- All advertising will be submitted for the State's approval. The Executive Director of the Tennessee Wildlife Resources Agency shall have final approval over the appropriateness of all ads. Final approval for advertising will be obtained through the Tennessee Wildlife Resources Agency, Division of Information and Education, prior to printing.
- A.5. The State reserves the right to provide the Contractor with up to 4 (four) sponsorship pages secured by the State. These pages are included in the "content provided by the State" specification contained in Section A.7. of the Scope of Services.
- A.6. Before plates are made for printing, the contractor will provide blueline proofs and color proofs to the State so corrections and editorial changes may be made in the text as necessary.

- A.7. The Contractor will design the guides, maintaining the size of 8.0" x 10.5" with special attention paid to placing advertising so the continuity of editorial space is maintained and regulatory information is uninterrupted. The State will provide to the Contractor the editorial portion of the guides in PC format, InDesign and Microsoft Word. The fishing guide shall contain thirty-four (34) pages for editorial content supplied by the state and up to eighteen (18) pages for publisher advertisement. The hunting/trapping guide shall contain sixty-five (65) pages for editorial content supplied by the State and up to 35 pages for publisher advertisement. The waterfowl guide shall contain thirteen (13) pages for editorial content supplied by the State and up to seven (7) pages for publisher advertisement. Preference will be given to larger size ads to maintain a clean look. A classified section in the rear will be allowed, but page design will have to be approved by the State.
- A.8. The guides will be produced by a heated web press process, booklet sized (8"x10.5") documents with saddle stitch binding printed on coated stock with four (4) color throughout. Covers will be 70# coated paper or better. Balance of stock will be 40# coated paper or better.
- A.9. The Contractor shall label each box as to content and quantity prior to shipment. Guides to be cross-tied, shrink wrapped or cross banded in bundles of 100 guides packed in boxes, with the option to increase quantity to a maximum of 200 guides per box with state approval 15 days prior to shipping.
- A.10. The Contractor will provide a guaranteed stock cost for the paper used to print the guides for a minimum of the initial contract term.
- A.11. Production and delivery of publications require extremely tight deadlines based on decisions by the Tennessee Wildlife Resources Commission and revisions to fish and wildlife regulations. Often production schedules are predicated on meetings of the Tennessee Wildlife Resources Commission and will coincide with season opening dates. This translates into a minimum number of workdays required to layout, print, and distribute respective guides. In anticipation of these strict deadlines, there must be a turn-around time of three weeks from the time information is sent from the State until proof work and printing are completed and delivery is made to designated locations. If the contract term is extended by amendment, the quantities required will be approximately the same.

(a) On July 16:

The hunting/trapping guide must be delivered. Print quantity: 500,000

Delivered as follows:

Region I Office:  
200 Lowell Thomas Drive  
Jackson, TN 38301  
Quantity: 50,000

Central Office/Region II Office:  
440 Hogan Road  
Nashville, TN 37204  
Quantity: 350,000

Region III Office:  
464 Industrial Blvd.

Crossville, TN 38555  
Quantity: 50,000

Region IV Office:  
3030 Wildlife Way  
Morristown, TN 37814  
Quantity: 50,000

(b) On September 3:

The waterfowl guide must be delivered. Print quantity: 100,000

Delivered as follows:

Region I Office:  
200 Lowell Thomas Drive  
Jackson, TN 38301  
Quantity: 15,000

Central Office/Region II Office:  
440 Hogan Road  
Nashville, TN 37204  
Quantity: 55,000

Region III Office:  
464 Industrial Blvd.  
Crossville, TN 38555  
Quantity: 15,000

Region IV Office:  
3030 Wildlife Way  
Morristown, TN 37814  
Quantity: 15,000

(c) On February 15:

The fishing guide must be delivered. Print quantity: 450,000

Delivered as follows:

Region I Office:  
200 Lowell Thomas Drive  
Jackson, TN 38301  
Quantity: 40,000

Central Office/Region II Office:  
440 Hogan Road  
Nashville, TN 37204  
Quantity: 330,000

Region III Office:  
464 Industrial Blvd.

Crossville, TN 38555  
Quantity: 40,000

Region IV Office:  
3030 Wildlife Way  
Morristown, TN 37814  
Quantity: 40,000

- A.12. Printing of the guides requires the Tennessee State Publications Committee approval. The State will be responsible for obtaining print authorization for each guide from the Tennessee State Publications Committee.

**B. CONTRACT TERM:**

- B.1. This Contract shall be effective for the period commencing on July 1, 2007 and ending on June 30, 2008. The State shall have no obligation for services rendered by the Contractor which are not performed within the specified period.

- B.2. Term Extension. The State reserves the right to extend this Contract for an additional period or periods of time representing increments of no more than one year and a total contract term of no more than five (5) years, provided that the State notifies the Contractor in writing of its intention to do so at least ninety (90) days prior to the contract expiration date. An extension of the term of this Contract will be effected through an amendment to the Contract. If the extension of the Contract necessitates additional funding beyond that which was included in the original Contract, the increase in the State's maximum liability will also be effected through an amendment to the Contract and shall be based upon rates provided for in the original contract.

**C. PAYMENT TERMS AND CONDITIONS:**

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed ninety-eight thousand dollars (\$98,000.00). The Service Rates in Section C.3 shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The Service Rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the Service Rates detailed in Section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

- C.2. Compensation Firm. The Service Rates and the Maximum Liability of the State under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless amended.

C.3. Payment Methodology. The Contractor shall be compensated based on the Service Rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in Section C.1. The Contractor's compensation shall be contingent upon the satisfactory completion of units of service or project milestones defined in Section A. The Contractor shall be compensated based upon the following Service Rates:

SERVICE UNIT/Milestone	AMOUNT				
	Year 1	Year 2*	Year 3*	Year 4*	Year 5*
Delivery of hunting guides per Section A.10.	\$46,060.00	\$46,060.00	<u>\$42,060.00</u>	\$42,060.00	\$36,060.00
Cost per additional page in hunting guide	\$0	\$0	\$0	\$0	\$0
Cost per correction in hunting guide	\$0	\$0	\$0	\$0	\$0
Delivery of waterfowl guides per Section A.10.	\$10,780.00	\$10,780.00	\$8,780.00	\$8,780.00	\$4,780.00
Cost per additional page in waterfowl guide	\$0	\$0	\$0	\$0	\$0
Cost per correction in waterfowl guide	\$0	\$0	\$0	\$0	\$0
Delivery of fishing guides per Section A.10.	\$41,160.00	\$41,160.00	\$37,160.00 <i>510K</i>	\$37,160.00	\$31,160.00 <i>516K</i>
Cost per additional page in fishing guide	\$0	\$0	\$0	\$0	\$0
Cost per correction in fishing guide	\$0	\$0	\$0	\$0	\$0

\*Contingent upon approval of contract amendment. Upon completion of the first year, proposed increases in paper costs will be negotiated and limited to the amount of paper price increase based on documentation of actual cost increases provided by the Contractor prior to renewing the options for extending the Contractor's contract.

The Contractor shall submit an invoice upon the completion of each guide, in form and substance acceptable to the State with all of the necessary supporting documentation, prior to any payment. Such invoices shall be submitted for completed units of service or project milestones for the amount stipulated. If additional pages are required by the State because of increased editorial content or if corrections are made by the State after blue-line and/or color proofs are provided by the Contractor, the Contractor will be compensated at a rate specified above.

C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel, meals, or lodging.

- C.5. Payment of Invoice. The payment of the invoice by the State shall not prejudice the State's right to object to or question any invoice or matter in relation thereto. Such payment by the State shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the amounts invoiced therein.
- C.6. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, not to constitute proper remuneration for compensable services.
- C.7. Deductions. The State reserves the right to deduct from amounts which are or shall become due and payable to the Contractor under this or any Contract between the Contractor and the State of Tennessee any amounts which are or shall become due and payable to the State of Tennessee by the Contractor.
- C.8. Automatic Deposits. The Contractor shall complete and sign an "Authorization Agreement for Automatic Deposit (ACH Credits) Form." This form shall be provided to the Contractor by the State. Once this form has been completed and submitted to the State by the Contractor all payments to the Contractor, under this or any other Contract the Contractor has with the State of Tennessee shall be made by Automated Clearing House (ACH). The Contractor shall not invoice the State for services until the Contractor has completed this form and submitted it to the State.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Contract or any amendment thereof until it is approved by the appropriate State officials in accordance with applicable Tennessee State laws and regulations.
- D.2. Modification and Amendment. This Contract may be modified only by a written amendment executed by all parties hereto and approved by the appropriate Tennessee State officials in accordance with applicable Tennessee State laws and regulations.
- D.3. Termination for Convenience. The State may terminate this Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the State. The State shall give the Contractor at least ninety (90) days written notice before the effective termination date. The Contractor shall be entitled to receive compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.4. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the State shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor.
- D.5. Subcontracting. 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 State. If such subcontracts are approved by the State, they shall contain, at a minimum, sections of this Contract below pertaining to "Conflicts of Interest," "Nondiscrimination," and "Records" (sections D.6. and D. 7.). Notwithstanding any use of

approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.

- D.6. Conflicts of Interest. 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 an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Contract.
- D.7. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.8. Prohibition of Illegal Immigrants. The requirements of Public Acts of 2006, Chapter Number 878, of the state of Tennessee, addressing the use of illegal immigrants in the performance of any Contract to supply goods or services to the state of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.
- a. The Contractor hereby attests, certifies, warrants, and assures that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document as Attachment 1, hereto, semi-annually during the period of this Contract. Such attestations shall be maintained by the contractor and made available to state officials upon request.
  - b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the period of this Contract, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work relative to this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work relative to this Contract. Attestations obtained from such subcontractors shall be maintained by the contractor and made available to state officials upon request.
  - c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Said records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.
  - d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Public Chapter 878 of 2006 for acts or omissions occurring after its effective date. This law requires the Commissioner of Finance and Administration to prohibit a contractor from contracting with, or submitting an offer, proposal, or bid to contract with the State of Tennessee to supply goods or services for a period of one year after a contractor is discovered to have knowingly used the services of illegal immigrants during the performance of this Contract.

- e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not either a United States citizen, a Lawful Permanent Resident, or a person whose physical presence in the United States is authorized or allowed by the federal Department of Homeland Security and who, under federal immigration laws and/or regulations, is authorized to be employed in the U.S. or is otherwise authorized to provide services under the Contract.
- D.9. Records. The Contractor shall maintain documentation for all charges against the State 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 State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.10. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.11. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.12. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.13. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- The Contractor, being an independent contractor and not an employee of the State, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Contractor's employees, and to pay all applicable taxes incident to this Contract.
- D.14. State Liability. The State shall have no liability except as specifically provided in this Contract.
- D.15. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, strikes, epidemics or any other similar cause.
- D.16. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.17. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the

exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.

- D.18. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.19. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.
- D.20. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

**E. SPECIAL TERMS AND CONDITIONS:**

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.
- E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by facsimile transmission, by overnight courier service, or by first class mail, postage prepaid, addressed to the respective party at the appropriate facsimile number or address as set forth below or to such other party, facsimile number, or address as may be hereafter specified by written notice.

The State:  
Don King  
Chief, Information and Education  
Tennessee Wildlife Resources Agency  
P.O. Box 40747 Nashville, Tennessee 37204-0747  
[Don.King@state.tn.us](mailto:Don.King@state.tn.us)  
615 781-6506 phone  
615 781-6543 fax

The Contractor:  
Drew Kelly, Vice President  
J. F. Griffin Publishing, LLC  
430 Main St Williamstown, MA 01267  
[drew@jfgriffin.com](mailto:drew@jfgriffin.com)  
413-884-1001 phone  
413-884-1039 fax

All instructions, notices, consents, demands, or other communications shall be considered effectively given as of the day of delivery; as of the date specified for overnight courier service delivery; as of three (3) business days after the date of mailing; or on the day the facsimile transmission is received mechanically by the telefax machine at the receiving location and receipt is verbally confirmed by the sender if prior to 4:30

p.m. CST. Any communication by facsimile transmission shall also be sent by United States mail on the same date of the facsimile transmission.

- E.3. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- E.4. Partial Takeover. The State may, at its convenience and without cause, exercise a partial takeover of any service which the Contractor is obligated to perform under this Contract, including but not limited to any service which is the subject of a subcontract between Contractor and a third party, although the Contractor is not in Breach (hereinafter referred to as "Partial Takeover"). Said Partial Takeover shall not be deemed a Breach of Contract by the State. Contractor shall be given at least 30 days prior written notice of said Partial Takeover with said notice to specify the area(s) of service the State will assume and the date of said assumption. Any Partial Takeover by the State shall not alter in any way Contractor's other obligations under this Contract. The State may withhold from amounts due the Contractor the amount the Contractor would have been paid to deliver the service as determined by the State. The amounts shall be withheld effective as of the date the State assumes the service. Upon Partial Takeover, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- E.5. State Ownership of Work Products. The State shall have all ownership right, title, and interest, including ownership of copyright, in all work products created, designed, developed, derived, documented, installed, or delivered to the State under this Contract. The State shall have royalty-free and unlimited rights to use, disclose, reproduce, or publish, for any purpose whatsoever, all said work products. The Contractor shall furnish such information and data upon request of the State, in accordance with the Contract and applicable State law.
- E.6. Printing Authorization. The Contractor agrees that no publication coming within the jurisdiction of *Tennessee Code Annotated*, Section 12-7-101, *et. seq.*, shall be printed unless a printing authorization number has been obtained and affixed as required by *Tennessee Code Annotated*, Section 12-7-103 (d).
- E.7. Incorporation of Additional Documents. Included in this Contract by reference are the following documents:
- a. The Contract document and its attachments
  - b. All Clarifications and addenda made to the Contractor's Proposal
  - c. The Request for Proposal and its associated amendments
  - d. Technical Specifications provided to the Contractor
  - e. The Contractor's Proposal

In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these documents shall govern in order of precedence detailed above.

- E.8. Workpapers Subject to Review. The Contractor shall make all audit, accounting, or financial analysis workpapers, notes, and other documentation available for review by the Comptroller of the Treasury or his representatives, upon request, during normal working hours either while the analysis is in progress or subsequent to the completion of this Contract.
- E.9. Public Funding Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Contractor relative to this Contract shall include the statement, "This project is funded under an agreement with the State of Tennessee." Any such notices by the Contractor shall be approved by the State.
- E.10. Prohibited Advertising. The Contractor shall not refer to this Contract or the Contractor's relationship with the State hereunder in commercial advertising in such a manner as to state or imply that the Contractor or the Contractor's services are endorsed.
- E.11. Copyrights and Patents. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims or suits which may be brought against the State for infringement of any laws regarding patents or copyrights which may arise from the Contractor's performance of this Contract. In any such action brought against the State, the Contractor shall satisfy and indemnify the State for the amount of any final judgment for infringement. The Contractor further agrees it shall be liable for the reasonable fees of attorneys for the State in the event such service is necessitated to enforce the terms of this Contract or otherwise enforce the obligations of the Contractor to the State. The State shall give the Contractor written notice of any such claim or suit and full right and opportunity to conduct the Contractor's own defense thereof.
- E.12. Authorized Individuals. Each party hereto has provided the other party hereto with a list identifying the individuals from whom the other party is authorized to accept any notices, requests, demands, or other advice which may be given hereunder by the party providing such list. Said lists, which are attached hereto as Attachment 2, shall be valid until revoked or amended by further written notice. The parties hereto shall only be entitled to rely on notices, requests, demands, or other advice given by such individuals.
- E.13. Tennessee Consolidated Retirement System. The Contractor acknowledges and understands that, subject to statutory exceptions contained in *Tennessee Code Annotated*, Section 8-36-801, *et. seq.*, the law governing the Tennessee Consolidated Retirement System (TCRS), provides that if a retired member of TCRS, or of any superseded system administered by TCRS, or of any local retirement fund established pursuant to *Tennessee Code Annotated*, Title 8, Chapter 35, Part 3 accepts state employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of "employee/employer" and not that of an independent contractor, the Contractor may be required to repay to TCRS the amount of retirement benefits the Contractor received from TCRS during the period of this Contract.
- E.14. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it and its principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State department or agency;

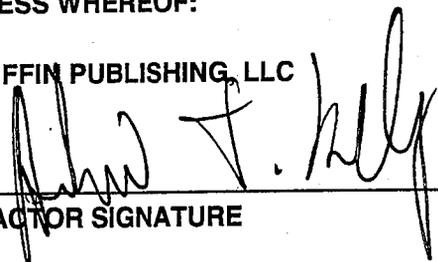
- b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining attempting to obtain, or performing a public (Federal, State, or Local) transaction or grant under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
- c. are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or Local) with commission of any of the offenses detailed in section b. of this certification; and
- d. have not within a three (3) year period preceding this Contract had one or more public transactions (Federal, State, or Local) terminated for cause or default.

E.15. Contractor Commitment to Diversity. The Contractor shall comply with and make reasonable business efforts to exceed the commitment to diversity represented by the Contractor's proposal responding to RFP-328.01-505 (Attachment 6.3, Section B, Item B.13.) and resulting in this Contract.

The Contractor shall assist the State in monitoring the Contractor's performance of this commitment by providing, as requested, a quarterly report of participation in the performance of this Contract by small business enterprises and businesses owned by minorities, women, and persons with a disability. Such reports shall be provided to the state of Tennessee Governor's Office of Business Diversity Enterprise in form and substance as required by said office.

IN WITNESS WHEREOF:

J. F. GRIFFIN PUBLISHING, LLC

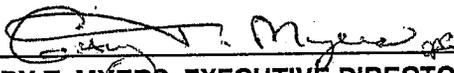
  
\_\_\_\_\_  
CONTRACTOR SIGNATURE

4/23/07  
\_\_\_\_\_  
DATE

Drew Kelly, Vice President

PRINTED NAME AND TITLE OF AUTHORIZED CONTRACTOR SIGNATORY (above)

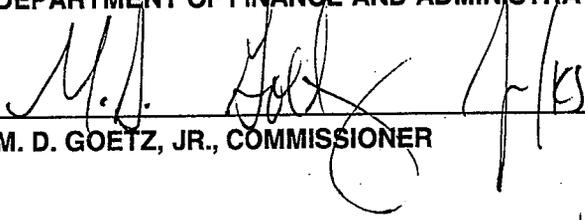
TENNESSEE WILDLIFE RESOURCES AGENCY

  
\_\_\_\_\_  
GARY T. MYERS, EXECUTIVE DIRECTOR

5-15-07  
\_\_\_\_\_  
DATE

APPROVED:

DEPARTMENT OF FINANCE AND ADMINISTRATION:

  
\_\_\_\_\_  
M. D. GOETZ, JR., COMMISSIONER

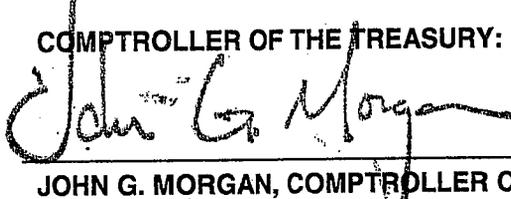
6/28/07  
\_\_\_\_\_  
DATE

DEPARTMENT OF PERSONNEL:

  
\_\_\_\_\_  
DEBORAH E. STORY, COMMISSIONER

\_\_\_\_\_  
DATE

COMPTROLLER OF THE TREASURY:

  
\_\_\_\_\_  
JOHN G. MORGAN, COMPTROLLER OF THE TREASURY

7/2/07  
\_\_\_\_\_  
DATE

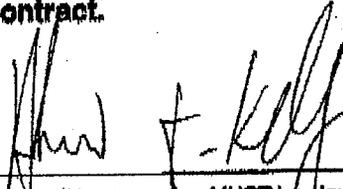
**ATTACHMENT 1**

**ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE**

<b>SUBJECT CONTRACT NUMBER:</b>	
<b>CONTRACTOR LEGAL ENTITY NAME:</b>	J.F. GRIFFIN PUBLISHING, LLC
<b>FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number)</b>	01-0824458

The Contractor, identified above, does hereby attest, certify, warrant, and assure that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract.

**SIGNATURE & DATE:**



5/15/07

**NOTICE:** This attestation MUST be signed by an individual empowered to contractually bind the Contractor. If said individual is not the chief executive or president, this document shall attach evidence showing the individual's authority to contractually bind the Contractor.