

**CONTRACT #4  
RFS # 328.01-70209  
FA # 09-26774  
Edison # 4796**

**Tennessee Wildlife Resources  
Agency (TWRA)**

**VENDOR:  
The Jackson Foundation d.b.a.  
The Renaissance Center**



## TENNESSEE WILDLIFE RESOURCES AGENCY

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

September 22, 2011

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 an amendment to our current contract for the production and distribution of our educational television series, *Tennessee's Wild Side*. The contract was awarded via RFP-328.01-702 to The Jackson Foundation d/b/a The Renaissance Center, in 2008 for a three (3) year contract, to be amended for up to a maximum term of five (5) years. The RFP was bid as follows:

12/01/2008 – 11/30/2009	24 episodes completed at \$10,416.67 per episode	\$250,000
12/01/2009 – 11/30/2010	24 episodes completed at \$10,416.67 per episode	\$250,000
12/01/2010 – 11/30/2011	24 episodes completed at \$10,416.67 per episode	\$250,000
12/01/2011 – 11/30/2012	24 episodes completed at \$10,416.67 per episode	\$250,000
12/01/2012 – 11/30/2013	24 episodes completed at \$10,416.67 per episode	\$250,000

This request to amend seeks to extend the contract for one more year and to increase the maximum liability by \$250,000 for another 24 episodes to be produced and distributed during the 12/01/2011 – 11/30/2012 time frame.

If you have any further questions or need any additional information, 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

AN EQUAL OPPORTUNITY, EQUAL ACCESS, AFFIRMATIVE ACTION EMPLOYER

Supplemental Documentation Required for  
Fiscal Review Committee

*Contact Name:	Don King	*Contact Phone:	615-781-6506		
*Original Contract Number:	FA-09-26774-00	*Original RFS Number:	328.01-702-09		
Edison Contract Number: <i>(if applicable)</i>	4796	Edison RFS Number: <i>(if applicable)</i>	32801		
*Original Contract Begin Date:	12-01-08	*Current End Date:	11-30-11		
Current Request Amendment Number: <i>(if applicable)</i>	01				
Proposed Amendment Effective Date: <i>(if applicable)</i>	12-01-11				
*Department Submitting:	Tennessee Wildlife Resources Agency				
*Division:	Information & Education				
*Date Submitted:	<del>9-23-11</del> 9/27/11				
*Submitted Within Sixty (60) days: <i>If not, explain:</i>					
*Contract Vendor Name:	The Jackson Foundation d/b/a The Renaissance Center				
*Current Maximum Liability:	\$750,000.00				
*Current Contract Allocation by Fiscal Year: <i>(as Shown on Most Current Fully Executed Contract Summary Sheet)</i>					
FY: 2009	FY: 2010	FY: 2011	FY:	FY:	FY
\$250,000.00	\$250,000.00	\$250,000.00	\$	\$	\$
*Current Total Expenditures by Fiscal Year of Contract: <i>(attach backup documentation from STARS or FDAS report)</i>					
FY: 2009	FY: 2010	FY: 2011	FY:	FY	FY
\$250,000.00	\$250,000.00	\$250,000.00	\$	\$	\$
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:					



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My Page Payroll HR Benefits T&L ELM Finance Procurement Logistics Training

Welcome Kathleen T Hamm

New Window Help

Voucher

Enter any information you have and click Search. Leave fields blank for a list of all values.

Find an Existing Value

Business Unit:

Voucher ID:

Invoice Number:

Short Vendor Name:

Vendor ID:

Name 1:

Voucher Style:

Related Voucher:

Entry Status:

Voucher Source:

Case Sensitive

Search Clear Basic Search Save Search Criteria

Search Results

View All

Business Unit	Voucher ID	Invoice Number	Gross Invoice Amount	Payment Amount	Invoice Date	Short Vendor Name	Vendor ID	Name 1	Voucher Style	Related Voucher	Entry Status	Voucher Source
32801	00022486	Wc4104	31249.98	31249.98	08/24/2011	THE JACKSON	0000073737	The Jackson Foundation Regular	(Blank)		Postable	Online
32801	00019881	Wc4049	31250.01	31250.01	04/26/2011	THE JACKSON	0000073737	The Jackson Foundation Regular	(Blank)		Postable	Online
32801	00019980	Wc4048	31250.01	31250.01	04/26/2011	THE JACKSON	0000073737	The Jackson Foundation Regular	(Blank)		Postable	Online
32801	00018856	Wc34019	31250.01	31250.01	03/04/2011	THE JACKSON	0000073737	The Jackson Foundation Regular	(Blank)		Postable	Online
32801	00018201	Wc03995	31250.01	31250.01	02/02/2011	THE JACKSON	0000073737	The Jackson Foundation Regular	(Blank)		Postable	Online
32801	00016115	Wc03941	31249.99	31249.99	10/19/2010	THE JACKSON	0000073737	The Jackson Foundation Regular	(Blank)		Postable	Online
32801	00016114	Wc03942	31250.01	31250.01	10/19/2010	THE JACKSON	0000073737	The Jackson Foundation Regular	(Blank)		Postable	Online
32801	00015457	Wc03906	31249.98	31249.98	09/16/2010	THE JACKSON	0000073737	The Jackson Foundation Regular	(Blank)		Postable	Online
32801	00013330	Wc03990	31249.98	31250.01	08/16/2010	THE JACKSON	0000073737	The Jackson Foundation Regular	(Blank)		Postable	Online
32801	00010199	Wc03838	31250.01	31250.01	04/07/2010	THE JACKSON	0000073737	The Jackson Foundation Regular	(Blank)		Postable	Online
32801	00010057	Wc03834	31250.01	31250.01	03/25/2010	THE JACKSON	0000073737	The Jackson Foundation Regular	(Blank)		Postable	Online
32801	00009199	Wc03819	31250.01	31250.01	03/05/2010	THE JACKSON	0000073737	The Jackson Foundation Regular	(Blank)		Postable	Online
32801	00008603	Wc03805	31250.01	31250.01	02/10/2010	THE JACKSON	0000073737	The Jackson Foundation Regular	(Blank)		Postable	Online
32801	00008228	Wc03732	41666.64	41666.64	10/06/2009	THE JACKSON	0000073737	The Jackson Foundation Regular	(Blank)		Postable	Online
32801	00008119	Wc03774	20833.34	20833.34	10/27/2009	THE JACKSON	0000073737	The Jackson Foundation Regular	(Blank)		Postable	Online
32801	00008096	Wc03748-1	31250.01	31250.01	10/27/2009	THE JACKSON	0000073737	The Jackson Foundation Regular	(Blank)		Postable	Online
32801	00003941	Wc03702	31249.98	31249.98	07/30/2009	THE JACKSON	0000073737	The Jackson Foundation Regular	(Blank)		Postable	Online
32801	00001983	060109	20633.34	20633.34	06/01/2009	THE JACKSON	0000073737	The Jackson Foundation Regular	(Blank)		Postable	Online
32801	00001328	Wc03642	31250	31250	03/31/2009	THE JACKSON	0000073737	The Jackson Foundation Regular	(Blank)		Postable	Online

First 1-19 of 19 Last



## CONTRACT AMENDMENT

<b>Agency Tracking #</b>  32801	<b>Edison ID</b>  4796	<b>Contract #</b>  FA-09-26774-00	<b>Amendment #</b>  01		
<b>Contractor Legal Entity Name</b> The Jackson Foundation d/b/a The Renaissance Center			<b>Edison Vendor ID</b> 73737		
<b>Amendment Purpose &amp; Effect(s)</b> To extend current contract for another year					
<b>Amendment Changes Contract End Date:</b> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		<b>End Date:</b> 11-30-12			
<b>Amount of the TOTAL Contract Amount INCREASE or DECREASE per this Amendment:</b>			<b>\$ 250,000.00</b>		
<b>Funding —</b>					
<b>FY</b>	<b>State</b>	<b>Federal</b>	<b>Interdepartmental</b>	<b>Other</b>	<b>TOTAL Contract Amount</b>
09	250,000.00				250,000.00
10	250,000.00				250,000.00
11	250,000.00				250,000.00
12	250,000.00				250,000.00
<b>TOTAL:</b>					<b>\$1,000,000.00</b>
<b>American Recovery and Reinvestment Act (ARRA) Funding:</b> <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO					
<b>Budget Officer Confirmation:</b> There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.				<i>OCR USE</i>	
<b>Speed Chart (optional)</b>		<b>Account Code (optional)</b>  6515			

**AMENDMENT ONE  
OF CONTRACT FA-09-26774-00**

This Amendment is made and entered by and between the State of Tennessee, TENNESSEE WILDLIFE RESOURCES AGENCY, hereinafter referred to as the "State" and The Jackson Foundation, d/b/a The Renaissance Center, 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. 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 December 1, 2008 and ending on November 30, 2012. The State shall have no obligation for services rendered by the Contractor which are not performed within the specified period.

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

C.1 In no event shall the maximum liability of the State under this Contract exceed one million dollars and no cents. (\$1,000,000.00). The payment 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 payment 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 guaranteed payment of any such funds to the Contractor under the Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the payment 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 on the date of final approval by all appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury). All other terms and conditions of this Contract not expressly amended herein shall remain in full force and effect.

**IN WITNESS WHEREOF,**

**THE JACKSON FOUNDATION d/b/a THE RENAISSANCE CENTER:**

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**SIGNATURE**

**DATE**

**DOUG JACKSON, EXECUTIVE DIRECTOR**

---

**PRINTED NAME AND TITLE OF SIGNATORY (above)**

**TENNESSEE WILDLIFE RESOURCES AGENCY:**

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**ED CARTER, EXECUTIVE DIRECTOR**

**DATE**

# CONTRACT SUMMARY SHEET

021908

<b>RFS #</b> <b>328.01-702-09</b>		<b>Contract #</b> <i>FA-09-26774-00</i>	
<b>State Agency</b> Tennessee Wildlife Resources Agency		<b>State Agency Division</b> I&E, Don King, 781-6506	
<b>Contractor Name</b> <i>The Jackson Foundation, d/b/a</i> The Renaissance Center		<b>Contractor ID # (FEIN or SSN)</b> <input type="checkbox"/> C- or <input checked="" type="checkbox"/> V- 62-0788376-02	
<b>Service Description</b> Educational Programming			
<b>Contract Begin Date</b> 12-01-08	<b>Contract End Date</b> 11-30-11	<b>SUBRECIPIENT or VENDOR?</b> Vendor	<b>CFDA #</b>

**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	6515	083	20		
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
09	250,000.00				250,000.00
10	250,000.00				250,000.00
11	250,000.00				250,000.00
<b>TOTAL:</b>	<b>750,000.00</b>				<b>750,000.00</b>

<b>— COMPLETE FOR AMENDMENTS ONLY —</b>			<b>State Agency Fiscal Contact &amp; Telephone #</b> Sandra Moseley 615-781-6512
<b>FY</b>	<b>Base Contract &amp; Prior Amendments</b>	<b>THIS Amendment ONLY</b>	<b>State Agency Budget Officer Approval</b> <i>Kurt Tuckington Jsm</i>
			<b>Funding Certification</b> (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)
<b>TOTAL:</b>			
<b>End Date:</b>			

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

African American     Person w/ Disability     Hispanic     Small Business     Government  
 Asian     Female     Native American     NOT Minority/Disadvantaged     Other

**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 (ID, GG, GU)     Other \*

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

007

**CONTRACT**  
**BETWEEN THE STATE OF TENNESSEE,**  
**TENNESSEE WILDLIFE RESOURCES AGENCY**  
**AND**  
**THE JACKSON FOUNDATION d/b/a THE RENAISSANCE CENTER**

This Contract, by and between the State of Tennessee, TENNESSEE WILDLIFE RESOURCES AGENCY, hereinafter referred to as the "State" and The Jackson Foundation, d/b/a The Renaissance Center, hereinafter referred to as the "Contractor," is for the provision of production and distribution of agency's weekly outdoor television program, as further defined in the "SCOPE OF SERVICES."

The Contractor is A NON-PROFIT EDUCATIONAL FOUNDATION,  
Contractor Federal Employer Identification Number: 62-0788376-02  
Contractor Place of Incorporation or Organization: Dickson, Tennessee

**A. SCOPE OF SERVICES:**

- A.1. The Contractor shall provide all service 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. Contractor will produce twenty four (24) half-hour television programs per year designed to inform, entertain and educate viewers about wildlife, fishing, boating and conservation-related issues. The programs will emphasize opportunities for utilizing the state's outdoor resources and tell interesting and entertaining stories about people experiencing these resources and learning from them.
- These twenty four (24) episodes will provide fifty-two (52) weeks worth of programming each year as most episodes will re-run one time. Production schedule shall be in increments of twelve (12) weeks in production, twelve (12) weeks for re-runs, until the twenty four (24) episodes are complete.
- Segment (stories) shall be shot in a variety of areas throughout the state, encompassing all aspects of TWRA projects, programs and recreational outdoor activities enjoyed by the public that relate to these programs. Each episode shall include at least four (4) segments, shot in different locations, and presented in most cases, by talent other than the host(s). The number of segments in an episode may vary with mutual agreement of the state and contractor. Some segments may be repeated in original episodes by mutual agreement of both parties.
- A.3. TV Show should be presented in a magazine format with a male and female host to attract an audience of men and women.
- A.4. Monthly production meetings will be scheduled at a location designated by the State.
- A.5. All video footage shall be shot with professional broadcast video cameras and related equipment. Contractor shall provide the state a comprehensive list of equipment that will be used to complete the production.
- A.6. Editing shall be completed by using a non-linear edit system, with the final edit completed in an uncompressed computer format and mastered to Digital Beta.
- A.7. Closed Captioning for the hearing impaired shall be added to each of the episodes produced.
- A.8. All episodes shall be approved by the State after production, but prior to airing in order to ensure technical accuracy (i.e. hunting dates, license requirements or fishing regulations, etc.).

A.9. Great weight shall be given to the State's wishes regarding all elements of the show, including, but not limited to:

1. Selection of hosts.
2. Correspondents and/or anyone else appearing on camera.
3. Story ideas prior to production.
4. Scripts and finished edits before the show airs.

A.10. Over the past eight years, the state has built a solid viewing audience on public television. Contractor's ability to produce a program that adheres to the guidelines set forth by WNPT for content, quality, and length is vital. It is the State's desire that the Contractor use reasonable efforts to maintain the state's current distribution relationship with public television stations in Tennessee and Kentucky. Reasonable effort to continue or expand distribution on public, commercial or cable channels in Tennessee and beyond shall also be used by Contractor.

A.11. Minimum distribution requirements are as follows:

Each of the seven (7) major markets in Tennessee: Memphis, Jackson, Nashville, Cookeville, Knoxville, Chattanooga, the Tri-Cities and the Kentucky Public TV network, (KET)

A.12. Contractor will inform state of viewing schedules set by TV stations or cable channels in each of the respective markets listed above.

A.13. Design, host, and maintain a companion web site to support TV show with viewer information, time schedules, promotion of upcoming episodes and other related content.

The State agrees to the following:

A.14. The State will assist the Contractor by providing ideas for informational and educational topics to be featured on each show.

A.15. The State will assist the Contractor by providing on-camera interviews and access to individuals, resources and locations when such assistance is needed to expedite production.

A.16. The State will promote the show through its web site, printed materials and other available outlets.

**B. CONTRACT TERM:**

B.1. This Contract shall be effective for the period commencing on December 1, 2008 and ending on November 30, 2011. 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 such an extension of the contract term is effected prior to the current, contract expiration date by means of 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 payment 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 written amount (\$750,000). The payment 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 payment 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 payment 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 payment 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 payment 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.

- a. The Contractor's compensation shall be contingent upon the satisfactory completion of units, milestones, or increments of service defined in Section A.
- b. The Contractor shall be compensated for said units, milestones, or increments of service based upon the following payment rates:

Service Description	Amount (per compensable increment)
One complete episode of TV Show during year one (1) of contract. (12/01/2008-11/30/2009) Twenty four (24) episodes are to be completed during this year.	\$10,416.67
One complete episode of TV Show during year two (2) of contract. (12/01/2009-11/30/2010) Twenty four (24) episodes are to be completed during this year.	\$10,416.67
One complete episode of TV Show during year three (3) of contract. (12/01/2010-11/30/2011) Twenty four (24) episodes are to be completed during this year.	\$10,416.67

*MS 657 / 12/10/08*

Should the contract extension be exercised for years 4 and 5, the payment rates will be the same as the above and based upon the amounts bid on the RFP for those years.

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

C.5. Invoice Requirements. The Contractor shall invoice the State only for completed increments of service and for the amount stipulated in Section C.3, above, and as required below prior to any payment.

- a. The Contractor shall submit invoices no more often than monthly, with all necessary supporting documentation, to:

*12/11/08*  
*[Handwritten signature]*

Don King  
Tennessee Wildlife Resources Agency  
P.O. Box 40747  
Nashville, TN 37204

- b. The Contractor agrees that each invoice submitted shall clearly and accurately (all calculations must be extended and totaled correctly) detail the following required information.
- (1) Invoice/Reference Number (assigned by the Contractor);
  - (2) Invoice Date;
  - (3) Invoice Period (period to which all invoiced charges are applicable);
  - (4) Contract Number (assigned by the State to this Contract);
  - (5) Account Name: Tennessee Wildlife Resources Agency, I&E Division
  - (6) Account/Customer Number (uniquely assigned by the Contractor to the above-referenced Account Name);
  - (7) Contractor Name;
  - (8) Contractor Federal Employer Identification Number or Social Security Number (as referenced in this Contract);
  - (9) Contractor Contact (name, phone, and/or fax for the individual to contact with billing questions);
  - (10) Contractor Remittance Address;
  - (11) Complete Itemization of Charges, which shall detail the following:
    - i. Service or Milestone Description (including name /title as applicable) of each service invoiced;
    - ii. Number of Completed Units, Increments, Hours, or Days as applicable, of each service invoiced;
    - iii. Applicable Payment Rate (as stipulated in Section C.3.) of each service invoiced;
    - iv. Amount Due by Service; and
    - v. Total Amount Due for the invoice period.
- c. The Contractor understands and agrees that an invoice to the State under this Contract shall:
- (1) include only charges for service described in Contract Section A and in accordance with payment terms and conditions set forth in Contract Section C;
  - (2) not include any future work but will only be submitted for completed service; and
  - (3) not include sales tax or shipping charges.
- d. The Contractor agrees that timeframe for payment (and any discounts) begins when the State is in receipt of each invoice meeting the minimum requirements above.
- e. The Contractor shall complete and sign a "Substitute W-9 Form" provided to the Contractor by the State. The taxpayer identification number contained in the Substitute W-9 submitted to the State shall agree to the Federal Employer Identification Number or Social Security Number referenced in this Contract for the Contractor. The Contractor shall not invoice the State for services until the State has received this completed form.
- C.6. 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.7. 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.8. 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.9. 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 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" (as identified by the section headings). 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 at 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 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, natural disasters, riots, wars, 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 certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by EMAIL or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State:

Don King  
Chief, Information and Education Division  
Tennessee Wildlife Resources Agency  
P.O. Box 40747  
Nashville, TN 37204-0747  
don.king@state.tn.us  
Telephone # (615) 781-6506  
FAX # (615) 781-6543

The Contractor:  
Doug Jackson, Executive Director  
The Jackson Foundation  
d/b/a The Renaissance Center  
855 Highway 46 South  
Dickson, TN 37055  
615-446-4450  
615-740-5618

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- 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. 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.5. 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. 6. 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-328.01-702 (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.

- E.7. The State reserves the right to the following:

1. Use of the TV show name during the life of this contract plus one year.
2. The state will have clearance to rebroadcast, repackage, repurpose, resell any or all of the production included in the TV show during the life of this contract plus one year.
3. The Tennessee Wildlife Resources Agency and the State of Tennessee shall be granted a license by the Contractor for the use of all edited video, stock video footage, and/or materials for a period of 99 years from the date of the execution of this contract. The parties mutually agree that said license will make available the edited video, stock video footage and/or materials by the TWRA and the State of Tennessee for the limited use of public service announcements, public service information and education. The parties mutually agree that any assignment, use, sublease, sale or license of the edited video, stock video footage, and /or materials by the TWRA or the State of Tennessee to a third party for use on any television program in which content is principally directed to outdoor activities, including hunting and fishing, will receive prior written approval and consent of the TWRA, and the contractor.

- E.8. Insurance. The Contractor shall carry adequate liability and other appropriate forms of insurance.

- a. The Contractor shall maintain, at minimum, the following insurance coverage:
  - (1) Comprehensive Commercial General Liability (including personal injury & property damage, premises/operations, independent contractor, contractual liability and completed operations/products) with a bodily injury/property damage combined single limit not less than five hundred thousand dollars (\$500,000.00).
- b. At any time State may require the Contractor to provide a valid Certificate of Insurance detailing Coverage Description; Insurance Company & Policy Number; Exceptions and Exclusions; Policy Effective Date; Policy Expiration Date; Limit(s) of Liability; and Name and Address of Insured. Failure to provide required evidence of insurance coverage shall be a material breach of this Contract.

IN WITNESS WHEREOF:

THE JACKSON FOUNDATION d/b/a THE RENAISSANCE CENTER



11/21/08

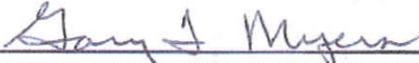
CONTRACTOR SIGNATURE

DATE

DOUG JACKSON, EXECUTIVE DIRECTOR

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

TENNESSEE WILDLIFE RESOURCES AGENCY:



12/2/08

GARY T. MYERS, EXECUTIVE DIRECTOR

DATE

APPROVED:



12/16/08

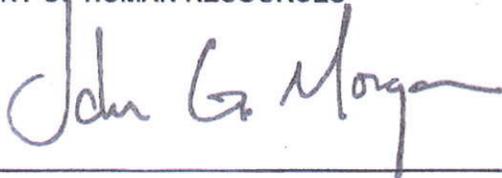
M. D. GOETZ, JR., COMMISSIONER  
DEPARTMENT OF FINANCE AND ADMINISTRATION

DATE

NOT APPLICABLE

DEBORAH E. STORY, COMMISSIONER  
DEPARTMENT OF HUMAN RESOURCES

DATE



12/17/08

JOHN G. MORGAN, COMPTROLLER OF THE TREASURY

DATE

**ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE**

SUBJECT CONTRACT NUMBER:	
CONTRACTOR LEGAL ENTITY NAME:	THE RENAISSANCE CENTER
FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number)	62-0788376-02

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.

*Danny Jackson, CEO*  
 \_\_\_\_\_  
 CONTRACTOR SIGNATURE

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.

**Doug Jackson, Executive Director, The Jackson Foundation, d/b/a/ The Renaissance Center**

PRINTED NAME AND TITLE OF SIGNATORY

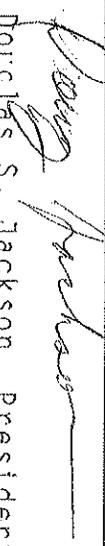
*11/21/08*  
 \_\_\_\_\_  
 DATE OF ATTESTATION

**ATTACHMENT 6.4**

**COST PROPOSAL & SCORING GUIDE**

**NOTICE TO PROPOSER:** This Cost Proposal MUST be completed EXACTLY as required.

**PROPOSER NAME:** The Jackson Foundation, Inc.

**SIGNATURE & DATE:**  Douglas S. Jackson, President/Executive Director 10/16/08

**NOTE:** The signatory must be an individual or a company officer empowered to contractually bind the Proposer. If the Signatory is not the Proposer's chief executive or president, this Statement of Certifications and Assurances SHALL attach evidence showing the Signatory's authority to bind the Proposer.

**COST PROPOSAL SCHEDULE**

The proposed cost, detailed below, shall indicate the proposed price for providing the entire scope of service including all services as defined in the RFP Attachment 6.1, Pro Forma Contract Scope of Services for the total contract period. The proposed cost and the submitted technical proposal associated with this cost shall remain valid for at least 120 days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any resulting contract between the Proposer and the State. All monetary amounts are United States currency.

Cost Item Description	Proposed Cost					State Use ONLY
	Year 1 12/01/2008- 11/30/2009	Year 2 12/01/2009- 11/30/2010	Year 3 12/01/2010- 11/30/2011	Year 4 12/01/2011- 11/30/2012	Year 5 12/01/2012- 11/30/2013	
Total yearly cost for production and distribution of weekly outdoor television program for twenty four (24) episodes during each contract year.	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	

The RFP Coordinator shall use the evaluation cost amount derived from the proposed cost amounts above and the following formula to calculate the COST PROPOSAL SCORE. Calculations shall result in numbers rounded to two decimal places.

$$\frac{\text{Lowest Evaluation Cost Amount from all Proposals}}{\text{Evaluation Cost Amount Being Evaluated}} \times 30 = \text{SCORE:}$$

(sum of all weighted cost amounts above) (maximum section score)

**NOTE:** Proposing rates for additional years does not guarantee a contract term for five (5) years. If the term extension provision is exercised, applicable rates for years 4 and 5 will be applied.