CONTRACT #2
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 ~~6~~ 21, 2012

RECEIVED
SEP 21 2012
FISCAL REVIEW

Lucian Geise, Executive Director
Fiscal Review Committee
8th Floor, Rachel Jackson Building
Nashville, TN 37243

Dear Mr. Geise,

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 12/01/2012 – 11/30/2013 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

Ed Carter
Executive Director
Tennessee Wildlife Resources Agency

enclosures

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: *(if applicable)*	4796	Edison RFS Number: *(if applicable)*	32801
*Original Contract Begin Date:	12-01-08	*Current End Date:	11-30-12
Current Request Amendment Number: *(if applicable)*	02		
Proposed Amendment Effective Date: *(if applicable)*	11-30-12		
*Department Submitting:	Tennessee Wildlife Resources Agency		
*Division:	Information & Education		
*Date Submitted:	9-21-12		
*Submitted Within Sixty (60) days:	Yes		
If not, explain:			
*Contract Vendor Name:	The Jackson Foundation d/b/a The Renaissance Center		
*Current Maximum Liability:	$1,000,000.00		

*Current Contract Allocation by Fiscal Year:
(as Shown on Most Current Fully Executed Contract Summary Sheet)

FY: 2009	FY: 2010	FY: 2011	FY: 2012	FY: 2013	FY
$250,000.00	$250,000.00	$250,000.00	$250,000.00	$250,000.00	$

*Current Total Expenditures by Fiscal Year of Contract:
(attach backup documentation from STARS or FDAS report)

FY: 2009	FY: 2010	FY: 2011	FY: 2012	FY: 2013	FY
$250,000.00	$250,000.00	$250,000.00	$250,000.00	$83,333.28	$

IF Contract Allocation has been greater than Contract Expenditures, please give the reasons and explain where surplus funds were spent:	
IF surplus funds have been carried forward, please give the reasons and provide the authority for the carry forward provision:	
IF Contract Expenditures exceeded Contract Allocation, please give the reasons and explain how funding was acquired to pay the overage:	

Supplemental Documentation Required for Fiscal Review Committee

*Contract Funding Source/Amount:	State:	$1,250,000.00	Federal:	
Interdepartmental:			*Other*:	
If "*other*" please define:				

Dates of All Previous Amendments or Revisions: *(if applicable)*	Brief Description of Actions in Previous Amendments or Revisions: *(if applicable)*
11-30-11	To extend current contract for one more year
11-30-12	To extend current contract for one more year

Method of Original Award: *(if applicable)*	RFP
*What were the projected costs of the service for the entire term of the contract prior to contract award?	$1,250,000.00

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Voucher

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

Find an Existing Value

Limit the number of results to (up to 300): 300

Business Unit:	=	32801
Voucher ID:	begins with	
Invoice Number:	begins with	
Short Vendor Name:	begins with	
Vendor ID:	begins with	0000073737
Name 1:	begins with	
Voucher Style:	=	
Related Voucher:	begins with	
Entry Status:	=	
Voucher Source:	=	

☐ **Case Sensitive**

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Search Results

View All — First 1-26 of 26 Last

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	00027988	IVC04246	62500.02	62500.02	05/08/2012	THE JACKSO-002	0000073737	The Jackson Foundation	Regular	(blank)	Postable	Online
32801	00027037	IVC04222	20833.34	20833.34	03/29/2012	THE JACKSO-002	0000073737	The Jackson Foundation	Regular	(blank)	Postable	Online
32801	00025799	IVC04193	20833.34	20833.34	02/14/2012	THE JACKSO-002	0000073737	The Jackson Foundation	Regular	(blank)	Postable	Online
32801	00025282	IVC04189	20833.34	20833.34	01/27/2012	THE JACKSO-002	0000073737	The Jackson Foundation	Regular	(blank)	Postable	Online
32801	00023308	IVC04114	31249.98	31249.98	10/04/2011	THE JACKSO-002	0000073737	The Jackson Foundation	Regular	(blank)	Postable	Online
32801	00023307	IVC04116	31250.01	31250.01	10/06/2011	THE JACKSO-002	0000073737	The Jackson Foundation	Regular	(blank)	Postable	Online
32801	00023306	IVC04115	31249.99	31249.99	10/06/2011	THE JACKSO-002	0000073737	The Jackson Foundation	Regular	(blank)	Postable	Online
32801	00022486	ivc4104	31249.98	31249.98	08/24/2011	THE JACKSO-002	0000073737	The Jackson Foundation	Regular	(blank)	Postable	Online
32801	00019981	ivc04049	31250.01	31250.01	04/26/2011	THE JACKSO-002	0000073737	The Jackson Foundation	Regular	(blank)	Postable	Online
32801	00019980	ivc04048	31250.01	31250.01	04/26/2011	THE JACKSO-002	0000073737	The Jackson Foundation	Regular	(blank)	Postable	Online
32801	00018856	ivc04019	31250.01	31250.01	03/04/2011	THE JACKSO-002	0000073737	The Jackson Foundation	Regular	(blank)	Postable	Online
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32801	00016115	ivc03941	31249.99	31249.99	10/19/2010	THE JACKSO-002	0000073737	The Jackson Foundation	Regular	(blank)	Postable	Online
32801	00016114	ivc03942	31250.01	31250.01	10/19/2010	THE JACKSO-002	0000073737	The Jackson Foundation	Regular	(blank)	Postable	Online
32801	00015457	ivc03906	31249.98	31249.98	09/16/2010	THE JACKSO-002	0000073737	The Jackson Foundation	Regular	(blank)	Postable	Online
32801	00013330	ivc03890	31249.98	31249.98	08/16/2010	THE JACKSO-002	0000073737	The Jackson Foundation	Regular	(blank)	Postable	Online
32801	00010199	ivc03838	31250.01	31250.01	04/07/2010	THE JACKSO-002	0000073737	The Jackson Foundation	Regular	(blank)	Postable	Online
32801	00010057	ivc03834	31250.01	31250.01	03/25/2010	THE JACKSO-002	0000073737	The Jackson Foundation	Regular	(blank)	Postable	Online
32801	00009199	ivc03819	31250.01	31250.01	03/05/2010	THE JACKSO-002	0000073737	The Jackson Foundation	Regular	(blank)	Postable	Online
32801	00008603	ivc03805	31250.01	31250.01	02/10/2010	THE JACKSO-002	0000073737	The Jackson Foundation	Regular	(blank)	Postable	Online
32801	00008228	ivc03732	41666.64	41666.64	10/06/2009	THE JACKSO-002	0000073737	The Jackson Foundation	Regular	(blank)	Postable	Online
32801	00008119	IVC03774	20833.34	20833.34	12/11/2009	THE JACKSO-002	0000073737	The Jackson Foundation	Regular	(blank)	Postable	Online
32801	00008096	IVC03748-1	31250.01	31250.01	10/27/2009	THE JACKSO-002	0000073737	The Jackson Foundation	Regular	(blank)	Postable	Online
32801	00003341	ivc03702	31249.98	31249.98	07/30/2009	THE JACKSO-002	0000073737	The Jackson Foundation	Regular	(blank)	Postable	Online
32801	00001983	060109	20833.34	20833.34	06/01/2009	THE JACKSO-002	0000073737	The Jackson Foundation	Regular	(blank)	Postable	Online
32801	00001328	ivc03642	31250	31250	03/31/2009	THE JACKSO-002	0000073737	The Jackson Foundation	Regular	(blank)	Postable	Online

CY12-1503

Non-Competitive Amendment Request

NOT required for a contract with a federal, Tennessee, or Tennessee local government entity or a grant.
Route a completed request, as one file in PDF format, via e-mail attachment sent to: Agsprs.Agsprs@state.tn.us

APPROVED

Justice Robertson

CHIEF PROCUREMENT OFFICER

~~COMMISSIONER OF FINANCE & ADMINISTRATION~~

Request Tracking #	328.01- 00419
1. Procuring Agency	Tennessee Wildlife Resources Agency
2. Contractor	The Jackson Foundation d/b/a/ The Renaissance Center
3. Contract #	FA-09-26774-00
4. Proposed Amendment #	2
5. Edison ID #	4796
6. Contract Begin Date	12/01/08
7. Current Contract End Date *– with ALL options to extend exercised*	11/30/2012
8. Proposed Contract End Date *– with ALL options to extend exercised*	11/30/2013
9. Current Maximum Contract Cost *– with ALL options to extend exercised*	$ 1,250,000
10. Proposed Maximum Contract Cost *– with ALL options to extend exercised*	$ 1,250,000
11. Office for Information Resources Endorsement *– information technology service (N/A to THDA)*	☒ Not Applicable ☐ Attached
12. eHealth Initiative Support *– health-related professional, pharmaceutical, laboratory, or imaging*	☒ Not Applicable ☐ Attached
13. Human Resources Support *– state employee training service*	☒ Not Applicable ☐ Attached

14. Explanation Need for the Proposed Amendment

Continuation of the production of Tennessee's Wild Side TV program

15. Name & Address of the Contractor's Principal Owner(s)
– NOT required for a TN state education institution

Doug Jackson, CEO, The Jackson Foundation- 855 Highway 46 South, Dickson, TN 37055

16. Evidence Contractor's Experience & Length Of Experience Providing the Service

Request Tracking #	328.01- 00419

The non-profit Renaissance Center multimedia department has been producing high quality video productions since 1999. An experienced team of professionals handle the duties of shooting, writing, editing and distribution of Tennessee's Wild Side as well as other productions that have aired nationally.

17. Efforts to Identify Reasonable, Competitive, Procurement Alternatives

An RFP was issued in 2008. This vendor was the only one who submitted a bid based on a five (5) year contract. At the time, our governing board, the Tennessee Wildlife Commission was hesitant to commit to the full five years based on budget projections. It was the will of the TWRC to assess, based on TWRA funding, year by year after the initial three (3) year period. The cost is very competitive, based on the quality of production that is delivered. This amendment would extend the contract through the time we get our next contract in place. We plan to issue our next RFP in the late spring of 2013, with a contract start date of January, 2, 2014.

18. Justification – *specifically explain why non-competitive negotiation is in the best interest of the state*

This vendor has delivered an outstanding product to the state. The TV program has won several Emmy awards as well as three first place and one second place national awards from the Association for Conservation Information during the past four years.

Agency Head Signature and Date – *MUST be signed by the ACTUAL agency head as detailed on the current Signature Certification. Signature by an authorized signatory is acceptable only in documented exigent circumstances* .

Ed Carter 9/6/2012

CONTRACT AMENDMENT

Agency Tracking #	Edison ID	Contract #	Amendment #
32801	4796	FA-09-26774-00	02

Contractor Legal Entity Name	Edison Vendor ID
The Jackson Foundation d/b/a The Renaissance Center	73737

Amendment Purpose & Effect(s)
To extend current contract for another year

Amendment Changes Contract End Date: ☒ YES ☐ NO **End Date:** 11-30-13

TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A): **$ 250,000.00**

Funding —

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
12	250,000.00				250,000.00
13	250,000.00				250,000.00
TOTAL:	**$1,250,000.00**				**$1,250,000.00**

American Recovery and Reinvestment Act (ARRA) Funding: ☐ YES ☒ NO

Budget Officer Confirmation: 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.

OCR USE

Speed Chart (optional)	Account Code (optional)
	6515

AMENDMENT TWO
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, 2013. 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 two hundred fifty thousand dollars and no cents. ($1,250,000.00). 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.

Required Approvals. The State is not bound by this Amendment until it is signed by the contract parties and approved by 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).

Amendment Effective Date. The revisions set forth herein shall be effective November 30, 2012. 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:

SIGNATURE **DATE**

DOUG JACKSON, EXECUTIVE DIRECTOR

TENNESSEE WILDLIFE RESOURCES AGENCY:

_____

ED CARTER, EXECUTIVE DIRECTOR **DATE**

GENERAL ASSEMBLY OF THE STATE OF TENNESSEE
FISCAL REVIEW COMMITTEE

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

Sen. Bill Ketron, Chairman
Senators
Douglas Henry, Reginald Tate
Brian Kelsey, Ken Yager
Eric Stewart
Randy McNally, *ex officio*
Lt. Governor Ron Ramsey, *ex officio*

Rep. Curtis Johnson, Vice-Chairman
Representatives
Tommie Brown, David Shepard
Jim Coley, Tony Shipley
Charles Curtiss, Curry Todd
Johnny Shaw, Mark White
Charles Sargent, *ex officio*
Speaker Beth Harwell, *ex officio*

MEMORANDUM

TO: The Honorable Mark Emkes, Commissioner
Department of Finance and Administration

FROM: Bill Ketron, Chairman, Fiscal Review Committee
Curtis Johnson, Vice-Chairman, Fiscal Review Committee

DATE: October 19, 2011

SUBJECT: **Contract Comments**
(Fiscal Review Committee Meeting 10/19/11)

RFS# 328.01-70209 (Edison # 4796)
Department: Tennessee Wildlife Resources Agency (TWRA)
Vendor: The Jackson Foundation d.b.a. The Renaissance Center
Summary: The vendor currently produces and distributes the agency's weekly educational television series known as *Tennessee's Wild Side*. The proposed amendment extends the current contract an additional year through November 30, 2012, and increases the maximum liability by $250,000.
Current maximum liability: $750,000
Proposed maximum liability: $1,000,000

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

cc: Mr. Ed Carter, Executive Director, TWRA
Ms. Jessica Robertson, Chief Procurement Officer
Mr. Robert Barlow, Director, Office of Contracts Review

TENNESSEE WILDLIFE RESOURCES AGENCY

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

September 22, 2011

Jim White, Executive Director
Fiscal Review Committee
8th 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

Ed Carter
Executive Director
Tennessee Wildlife Resources Agency

enclosures

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: (*if applicable*)	4796	Edison RFS Number: (*if applicable*)	32801
*Original Contract Begin Date:	12-01-08	*Current End Date:	11-30-11
Current Request Amendment Number: (*if applicable*)		01	
Proposed Amendment Effective Date: (*if applicable*)		12-01-11	
*Department Submitting:		Tennessee Wildlife Resources Agency	
*Division:		Information & Education	
*Date Submitted:		~~9-23-11~~ 9/27/11	
*Submitted Within Sixty (60) days:			
If not, explain:			
*Contract Vendor Name:		The Jackson Foundation d/b/a The Renaissance Center	
*Current Maximum Liability:		$750,000.00	

*Current Contract Allocation by Fiscal Year:
(as Shown on Most Current Fully Executed Contract Summary Sheet)

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:
(attach backup documentation from STARS or FDAS report)

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:	

edison

The State of Tennessee's Enterprise Resource Planning Solution

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Voucher

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Business Unit:	=	32801
Voucher ID:	begins with	
Invoice Number:	begins with	
Short Vendor Name:	begins with	
Vendor ID:	begins with	0000073737
Name 1:	begins with	
Voucher Style:	=	
Related Voucher:	begins with	
Entry Status:	=	
Voucher Source:	=	

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CONTRACT AMENDMENT

Agency Tracking #	Edison ID	Contract #	Amendment #
32801-00324	4796	FA-09-26774-00	01

Contractor Legal Entity Name	Edison Vendor ID
The Jackson Foundation d/b/a The Renaissance Center	73737

Amendment Purpose & Effect(s)

To extend current contract for another year

Amendment Changes Contract End Date: ☒ YES ☐ NO **End Date:** 11-30-12

Amount of the TOTAL Contract Amount INCREASE or DECREASE per this Amendment: **$ 250,000.00**

Funding —

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
12	250,000.00				250,000.00
TOTAL:	1,000,000.00				**$1,000,000.00**

American Recovery and Reinvestment Act (ARRA) Funding: ☐ YES ☒ NO

Budget Officer Confirmation: 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.

KWTarkingtonsm

Speed Chart (optional) LOC00000325

Account Code (optional) 6515

OCR USE

FA0926774-01

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:

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   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 November 30, 2011. 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:

Pres/Exec Dir 10-21-2011

SIGNATURE **DATE**

DOUG JACKSON, EXECUTIVE DIRECTOR

PRINTED NAME AND TITLE OF SIGNATORY (above)

TENNESSEE WILDLIFE RESOURCES AGENCY:

Ed Carter

ED CARTER, EXECUTIVE DIRECTOR

10/21/11

DATE

CONTRACT SUMMARY SHEET

021908

RFS #	Contract #
328.01-702-09	FA-09-26774-00
State Agency	**State Agency Division**
Tennessee Wildlife Resources Agency	I&E, Don King, 781-6506
Contractor Name	**Contractor ID # (FEIN or SSN)**
The Jackson Foundation d/b/a The Renaissance Center	☐ C- or ☒ V- 62-0788376-02

Service Description

Educational Programming

Contract Begin Date	Contract End Date	SUBRECIPIENT or VENDOR?	CFDA #
12-01-08	11-30-11	Vendor	

Mark Each TRUE Statement

X Contractor is on STARS | X 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
TOTAL:	750,000.00				**750,000.00**

— COMPLETE FOR AMENDMENTS ONLY —

FY	Base Contract & Prior Amendments	THIS Amendment ONLY
TOTAL:		
End Date:		

RECEIVED 2009 DEC 16 PM 4:24

State Agency Fiscal Contact & Telephone #

Sandra Moseley 615-781-6512

State Agency Budget Officer Approval

KW Tarkington Jsm

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)

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)

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

[1] 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:

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:

Gary T. Myers 12/2/08

GARY T. MYERS, EXECUTIVE DIRECTOR DATE

APPROVED:

M.D. Goetz Jr. 12/16/08

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

NOT APPLICABLE

DEBORAH E. STORY, COMMISSIONER DATE
DEPARTMENT OF HUMAN RESOURCES

John G. Morgan 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.

Doug 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:	Doug Jackson 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	Sum
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.

Evaluation Cost Amount: *(sum of all weighted cost amounts above)* _____

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

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.