STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION

REQUEST FOR QUALIFICATIONS # 40100-07316
AMENDMENT # TWO
FOR MEDIA MARKETING/ADVERTISING

DATE: October 2, 2015

RFQ # 40100-07316 IS AMENDED AS FOLLOWS:

1. **This RFP Schedule of Events updates and confirms scheduled RFP dates.** Any event, time, or date containing revised or new text is highlighted.

EVENT		TIME (Central Time Zone)	DATE (all dates are State business days)
1.	RFQ Issued		August 25, 2015
2.	Disability Accommodation Request Deadline	2:00 p.m.	August 28, 2015
3.	Pre-Response Conference	11:00a.m.	September 1, 2015
4.	Notice of Intent to Respond Deadline	2:00 p.m.	September 3, 2015
5.	Written "Questions & Comments" Deadline	2:00 p.m.	September, 18, 2015
6.	State response to written "Questions & Comments"		October 2, 2015 - confirmed
7.	RFQ Technical Response and Sealed Cost Proposal Deadline	2:00 p.m.	October 16, 2015 - confirmed
8.	State Notice of Qualified Respondents Released.	2:00 p.m.	October 23, 2015- confirmed
9.	RFQ Cost Negotiations Completion Deadline		November 4, 2015- confirmed
10.	State Evaluation Notice Released		November 5, 2015- confirmed
11.	Solicitation Files Opened for Public Inspection		November 6, 2015- confirmed
12.	Respondent Contract Signature Deadline	2:00 p.m.	November 16, 2015- confirmed
13.	Anticipated Contract Start Date (anticipated date for contract to be fully executed and vendor to begin work)		November 23, 2015- confirmed

2. **State responses to questions and comments in the table below amend and clarify this RFP.**

   Any restatement of RFP text in the Question/Comment column shall NOT be construed as a change in the actual wording of the RFP document.

QUESTION / COMMENT	STATE RESPONSE
1 The contracting agency head will determine the best apparent best-evaluated response and rank the technical responses. Are the RFQ's not judged by a group or someone who is	The State will evaluate proposals as defined in the RFQ using (3) or more State employees as evaluators. Each evaluator will independently score responses.

	QUESTION / COMMENT	STATE RESPONSE
	impartial?	
2	The previous agency was required to pre-pay media. Standard agency terms are 60 - 90 days. Is pre-payment something that will be expected?	The expectation is that the media agency that is awarded the contract will purchase media on behalf of the Tennessee Department of Transportation's (TDOT) Governor's Highway Safety Office (GHSO), then pay the individual radio/TV invoices for purchased media, then submit invoices to the GHSO for reimbursement, similar to the arrangement of any other contract for which TDOT is engaged.
3	The general line of credit of 1 million dollars prohibits small business from participating. Is that the States intent?	It is not the State's intent to prohibit any qualified business from participating and doing business with the State of Tennessee.
4	Audited Financial Statements are also a burden to small business. Why would the State not use a Credit Bureau Report?	Audited Financial Statements is an optional requirement for contracts that are greater than or equal to $1,000,000.00.
5	Is this contract (Federal money) subject to Title IV? I was told at the Governor's Diversity Office that the state had every right to treat small business and woman-owned businesses differently to protect the state? Is that true or is this contract subject to Title IV requirements?	The contract resulting from the RFQ is federal funds but is not linked to Title IV, which is a Higher Education Act and a major source of federal student aid. This contract is not subject to Title IV.
6	Please confirm that we are to use the job titles used in Attachment D "Cost Proposal" and that we are not to add in other job titles that might be relevant to this specific RFQ.	The job titles listed in Attachment D are relevant to this contract and should be utilized for the purpose of this RFQ. Respondents will not be allowed to utilize other job titles other than those listed in the RFQ.
7	Should all bidders assume no timeline is needed for this RFQ?	No, the timeline for this RFQ is outlined on the 3rd page of RFQ 40100-07316 under 2.0 RFQ Schedule of Events.
8	Should all bidders assume that a budget does not need to be submitted, and that the only budget criteria that will be evaluated for this RFQ is the Cost Proposal (Attachment D)?	The budget will be established once the contract is awarded. The Cost Proposal under Attachment D is for evaluative purposes.
9	Once the contract is signed, will the selected vendor have a single point of contact within the Department of Transportation? Who will be the point of contact?	Yes, there will be a single point of contact within the Department of Transportation, which is Joseph Waldrum.
10	Is the funding for this RFQ fully secured?	The funding for the RFQ is derived from the federal government. The GHSO must apply for that funding, and there is no guarantee that we will receive any funding on any given year.
11	How many vendors does the state plan on awarding this work to?	There will be one vendor that will be awarded the contract.
12	Are all necessary, appropriate business and professional licenses required to be secured by the RFQ due date?	Yes, all necessary and appropriate business and professional licenses should be secured by the RFQ due date.
13	Please clarify what is expected to be filled out in "Attachment G"?	Attachment G is the sample contract that the awarded agency can expect upon being awarded the contract. Nothing needs to be filled out by the vendor at this time.
14	B.19 ask for creative elements to be produced. One Alcohol Countermeasure message and One Occupant Protection message. You ask	Under this RFQ, no speculative work is being requested. An example of the Respondent's creative capability and expertise as related to

	QUESTION / COMMENT	STATE RESPONSE
	for theme development, media placement, etc. We are concerned that your request for proposal includes a solicitation of creative concepts to be produced on a speculative basis by the professionals you are considering. The approach you are pursuing is one that compromises the quality of work you are entitled to and also violates a tacit, long-standing ethical standard in the communication professions worldwide. AIGA, the nation's largest and oldest professional association for design, strongly discourages the practice of requesting that creative work be produced and submitted on a speculative basis in order to be considered for acceptance on a project. There are two main reasons for this position: 1. To assure the client receives the most appropriate and responsive work. Successful creative work results from a collaborative process between a client and the creative with the intention of developing a clear sense of the client's objectives, competitive situation and needs. Speculative or open competitions for work based on a perfunctory problem statement will not result in the best solution for the client. 2. Requesting work for free demonstrates a lack of respect for the creative. A more effective and ethical approach is to ask creative's to submit examples of their work from previous assignments as well as a statement of how they would approach your project. You can then judge the quality of the designer's previous work and his or her way of thinking about your business. In the end, this approach ensures a more effective, professional and profitable process for everyone involved. Is the GHS/State requesting Spec work?	highway safety, specifically alcohol countermeasures and occupant protection messages is being requested in order to determine the ability to perform the work required. Please see B.19 of attachment B. The respondent may submit previous work that includes one alcohol countermeasure and one occupant protection message.
15	Are there written guidelines for marketing partnerships and approval processes?	There are no written guidelines for marketing partnerships, such as AAA and State Farm, and the approval process. They are considered on a case-by-case basis. Please see questions #16 and #18.
16	Is the Tennessee Department of Transportation permitted to accept in-kind or cash donations from marketing partners?	The GHSO engages in strategic marketing partnerships, such as AAA and State Farm, to further its goal of saving lives on Tennessee's roadways by delivering safety messages that are in alignment with both the partner and the GHSO.
17	The contract for 60 months is not to exceed $11,500,000. Does this mean that the average yearly spend is $2,300,000?	Yes. It is planned that the maximum annual expenditure to be $2,300,000.00.
18	Is TDOT open to strategic partnerships with appropriate entities with similar interests in highway safety?	Yes (see Question 16 above). The GHSO engages in strategic marketing partnerships, such as AAA and State Farm, to further its goal of saving lives on Tennessee's roadways by delivering safety messages that are in alignment with both the partner and the GHSO.
19	I know you said that some requirements, including the $1,000,000 line of credit, may be adjusted. Another mandatory requirement is for	The $1,000,000.00 line of credit has been reduced to $500,000.00.

	QUESTION / COMMENT	STATE RESPONSE
	Google certified digital marketing staff. We have several digital experts, including a digital director, but no Google certifications per se. Do you think it would be possible to amend/waive this requirement to allow for other proof of digital expertise?	The Google certification requirement has been amended. Please see B.30 in attachment B.
20	the specific job titles in the pro forma seem written for a contractor with those specific titles, instead of the myriad of other titles and job responsibilities in the advertising, creative, marketing, paid media, digital and PR space. Will respondents be allowed to slot in staff whose titles don't exactly match the pro forma but whose responsibilities are mostly the same? For example, the position of "Account Executive" in the RFQ on a contract this large and important, most likely would be a vice president or higher in our organization. We have eight account executives, none with more than five years' experience. As long as the assigned staff member filled the role envisioned in the process, may we use alternate titles?	Titled positions listed in the Pro forma contract should be matched with those positions that most closely resemble that of the Respondent's entity.
21	Can you reiterate the credit/points allowed for including small businesses, businesses owned by minorities, women and Tennessee service-disabled veterans?	Respondents that demonstrate a commitment to diversity will advance State efforts to expand opportunity to do business with the State as contractors and subcontractors. The commitment to diversity is evaluated in section B, and section B is scored as a whole with a maximum possible score of 50 points.
22	Do we need to include a cover letter in the submission?	A cover letter is not required. Please see section 3.1 Response Contents for information on organization and formatting of responses.
23	Are attachments of sample art work on non-highway related clients permitted? If so, in what format would you like it? How is it judged?	Respondents are asked to provide six reviewable CDs (video demonstration) of creative and educational materials as part of traffic safety education or outreach. Please see B.19 of attachment B. Section B is scored as a whole with a maximum possible score of 50 points.
24	The contract references quarterly reports on the effectiveness of various efforts (A.8). Can the state provide a sample of a previous report?	TDOT does not have a sample of a previous report to provide. In addition, B.19 of attachment B asks what numerical measures might be in place to measure the campaign's effectiveness.
25	Will you be providing a list of attendees from the Sept. 1 Pre-Proposal Conference?	Please contact the solicitation coordinator for a list of attendees.
26	Regarding the required audited financial statements (A.15). We do not have an audit available within the last 36 months. In speaking with the accounting firm, we can make that happen, but we will not meet the RFQ deadline. They estimated it would take 2 -3 months.	The requirements listed for A.15 in attachment A are mandatory requirements and must be submitted with the RFQ response.

QUESTION / COMMENT	STATE RESPONSE
Is it possible to submit the RFQ with a reviewed or a complied financial statement with the understanding we would submit the independent audited financial statements once completed?	
27 We request that Mandatory Requirements A.14 (regarding the general line of credit) and A.15 (regarding audited financial statements) be eliminated from the list of Mandatory Requirements for RFQ #40100-07316. Audited financial statement requests put independently-owned private companies at a serious disadvantage when competing for this contract due to the cost of having the audits done when there has been no pressing internal need to do so. Plus these financials have no business being a part of the public record. And the letters of reference from current bank relationships along with credit references and credit ratings that are being requested (A.3, A.4, A.5) should provide sufficient information to address the reason for the $1,000,000 line of credit request.	The $1,000,000.00 line of credit has been reduced to $500,000.00. However, the audited financial statements required in A.15 in attachment A are mandatory requirements that must be submitted with the RFQ response.

3. **Delete RFQ section A.14 in attachment A in its entirety and insert the following in its place** (any sentence or paragraph containing revised or new text is highlighted)**:**

Provide the following as documentation of financial responsibility and stability.

- a copy of a valid certificate of insurance indicating liability insurance in the amount of at least One Million Dollars and no cents ($1,000,000.00)
- a letter of commitment from a financial institution (signed by an authorized agent of the financial institution and detailing the Respondent's name) for a general line of credit in the amount of Five Hundred Thousand Dollars and No Cents ($500,000.00)

4. **Delete RFQ section A.6 in attachment A in its entirety. Add the following as RFQ section B.30 in attachment B and renumber any subsequent sections as necessary**(any sentence or paragraph containing revised or new text is highlighted)**:**

Provide documentation that Respondent has Google certified or equivalent staff experienced in digital marketing.

5. **RFP Amendment Effective Date.** The revisions set forth herein shall be effective upon release. All other terms and conditions of this RFP not expressly amended herein shall remain in full force and effect.

STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION

REQUEST FOR QUALIFICATIONS #40100-07316
AMENDMENT # ONE
FOR MEDIA MARKETING/ADVERTISING

DATE: September 24, 2015

RFP # 40100-07316 IS AMENDED AS FOLLOWS:

6. **This RFP Schedule of Events updates and confirms scheduled RFP dates.** Any event, time, or date containing revised or new text is highlighted.

EVENT		TIME (Central Time Zone)	DATE (all dates are State business days)
1.	RFQ Issued		August 25, 2015
2.	Disability Accommodation Request Deadline	2:00 p.m.	August 28, 2015
3.	Pre-Response Conference	2:00 p.m.	September 1, 2015
4.	Notice of Intent to Respond Deadline	2:00 p.m.	September 3, 2015
5.	Written "Questions & Comments" Deadline	2:00 p.m.	September 18, 2015
6.	State response to written "Questions & Comments"		October 2, 2015
7.	RFQ Technical Response and Sealed Cost Proposal Deadline	2:00 p.m.	October 16, 2015
8.	State Notice of Qualified Respondents Released.	2:00 p.m.	October 23, 2015
9.	RFQ Cost Negotiations Completion Deadline		November 4, 2015
10.	State Evaluation Notice Released		November 5, 2015
11.	Solicitation Files Opened for Public Inspection		November 6, 2015
12.	Respondent Contract Signature Deadline	2:00 p.m.	November 16, 2015
13.	Anticipated Contract Start Date (anticipated date for contract to be fully executed and vendor to begin work)		November 23, 2015

7. **Delete RFP section 3.2. Response Delivery Location in its entirety and insert the following in its place** (any sentence or paragraph containing revised or new text is highlighted)**:**

A Respondent must ensure that the State receives a Response to this RFQ no later than the Response Deadline time and dates detailed in the RFQ § 2, Schedule of Events. All responses must be delivered to:

Chris Yarbrough
Central Procurement Office
WRS Tennessee Tower, 3rd Floor
312 Rosa L. Parks Avenue
Nashville, Tennessee 37243

Telephone Number: 615-741-2292
Email Address: Chris.yarbrough@tn.gov

8. **Delete RFP section 4.1.1 in its entirety and insert the following in its place**(any sentence or paragraph containing revised or new text is highlighted)**:**

4.1.1. Respondents shall reference RFQ #**40100-07316**in all communications relating to this solicitation, and direct any such communications to the following person designated as the Solicitation Coordinator:

Chris Yarbrough
Central Procurement Office
WRS Tennessee Tower, 3rd Floor
312 Rosa L. Parks Avenue
Nashville, Tennessee 37243
Telephone Number: 615-741-2292
Email Address:Chris.yarbrough@tn.gov

The State will convey all official responses and communications related to this RFQ to the potential respondents from whom the State has received a Notice of Intent to Respond (refer to RFQ § 1.3.).

9. **RFP Amendment Effective Date.** The revisions set forth herein shall be effective upon release. All other terms and conditions of this RFP not expressly amended herein shall remain in full force and effect.

STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION

REQUEST FOR QUALIFICATIONS FOR MEDIA MARKETING/ADVERTISING

RFQ # 40100-07316

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B. **Technical Response& Evaluation Guide – General Qualifications & Experience Items**
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E. **Statement of Certifications & Assurances**
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1. INTRODUCTION

The State of Tennessee, Department of Transportation, hereinafter referred to as "the State," has issued this Request for Qualifications ("RFQ") to define mandatory goods or services requirements; solicit responses; detail response requirements; and, outline the State's process for evaluating responses and selecting a Respondent for contract award to provide the needed goods or services.

Through this RFQ or any subsequent solicitation, the State seeks to buy the requested goods or services at the most favorable, competitive prices and to give ALL qualified businesses, including those that are owned by minorities, women, Tennessee service-disabled veterans, and small business enterprises, the opportunity to do business with the state as contractors or subcontractors.

1.1. Statement of Procurement Purpose

The State is seeking a Contractor to procure media marketing/advertising for the design, production, reports and administrative reconciliation services to assist the Governor's Highway Safety Office (GHSO) in its efforts to inform and educate the public of highway safety issues and for other State objectives.

The GHSO is responsible for encouraging good driving and safety behaviors on highways and roadways throughout the State. The Contractor resulting from this RFQ process will assist in these responsibilities by promoting, educating and disseminating information on highway safety issues and highway issues through the placement of paid media as further described herein.

For purposes of this contract, "highway safety issues and highway issues" shall include the following programs:

- Impaired Driving
- Safety Belt Usage and Child Passenger Safety
- Motorcycle Safety
- Work Zone and Roadway Safety
- Compliance with Safety Laws (Speed Enforcement, Cell Phone Use, Move Over, etc.)
- Teen and Senior Drivers
- Railroad Crossing Safety
- Traffic Records
- Emergency Medical Services
- Highway/Interstate Closings, Re-Routing
- Safe Routes to School and School Bus Safety
- Biodiesel and other Highway Public Information Issues
- Other Issues Mandated by the National Highway Traffic Safety Administration (NHTSA)

In no event shall the maximum liability of the State under this Contract exceed Eleven Million Five Hundred Thousand Dollars ($11,500,000) ("Maximum Liability"). This Contract does not grant the Contractor any exclusive rights. The State does not guarantee that it will buy any minimum quantity of goods or services under this Contract. Subject to the terms and conditions of this Contract, the Contractor will only be paid for goods or services provided under this Contract after a purchase order is issued to Contractor by the State or as otherwise specified by this Contract.

1.2. Pre-Response Conference

A Pre-Response Conference will be held at the time and date detailed in the RFQ Schedule of Events, RFQ § 2. Pre-Response Conference attendance is not mandatory, and potential Respondents may be limited to a maximum number of attendees depending upon overall attendance and space limitations. Please contact the Solicitation Coordinator to RSVP for the Pre-Response Conference. The Conference will be held at:

State of Tennessee, Central Procurement Office
WRS Tennessee Tower
3rd Floor- Conference Room: B
312 Rosa L. Parks Avenue
Nashville, Tennessee 37243

1.3. Notice of Intent to Respond

Before the Notice of Intent to Respond Deadline detailed in RFQ § 2, Schedule of Events, potential Respondents should submit to the Solicitation Coordinator a Notice of Intent to Respond in the form of a simple e-mail or other written communication. Such notice should include the following information: the business or individual's name (as appropriate), a contact person's name and title, the contact person's mailing address, telephone number, facsimile, number, and e-mail address. Filing a Notice of Intent to Respond is not a prerequisite for submitting a response; however, it is necessary to ensure receipt of notices and communications relating to this RFQ.

1.4. Definitions and Abbreviations

Media Services Job Descriptions are defined in *pro forma contract* Attachment Three (3). The *pro forma* contract is attached to this RFQ as Attachment G.

2. RFQ SCHEDULE OF EVENTS

The following schedule represents the State's best estimates for this RFQ; however, the State reserves the right, at its sole discretion, to adjust the schedule at any time, or cancel and reissue a similar solicitation. Nothing in this RFQ is intended by the State to create any property rights or expectations of a property right in any Respondent.

EVENT		TIME (Central Time Zone)	DATE (all dates are State business days)
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12.	Respondent Contract Signature Deadline	2:00 p.m.	November 16, 2015
13.	Anticipated Contract Start Date (anticipated date for contract to be fully executed and vendor to begin work)		November23, 2015

3. RESPONSE REQUIREMENTS

3.1. **Response Contents**: A response to this RFQ should address the following:

3.1.1. Mandatory Requirements: This section details the mandatory technical, functional, and experience requirements that must be demonstrated in the response to this RFQ in order to be passed on to Phase II of the Technical Response evaluation. A Respondent must duplicate and use RFQ Attachment A as a guide to organize responses for the Mandatory Requirements of the RFQ response. The Respondent should reference the page location of the information within the response in the indicated column of the table. This section is included in the State's evaluation as to whether or not a Respondent meets mandatory qualifications (Phase I).

3.1.2. General Qualifications & Experience: This section is included in the State's evaluation of Phase II of the Technical Response Evaluation and details general information and qualifications that must be demonstrated in the response to this RFQ. A Respondent must duplicate and use RFQ Attachment B as a guide to organize responses for this portion of the RFQ response. The Respondent should reference the page location in the information within the response in the indicated column of the table.

3.1.3. Technical Qualifications, Experience & Approach: This section is also included in the State's evaluation of Phase II of the Technical Response Evaluation and details technical qualifications, experience, and approach items that must be demonstrated in the response to this RFQ. A Respondent must duplicate and use RFQ Attachment C as a guide to organize responses for this portion of the RFQ response. The Respondent should reference the page location in the information within the response in the indicated column of the table.

3.1.4. Cost Proposal:

3.1.4.1. All Respondents must submit a sealed Cost Proposal as described in this RFQ. However, the State will only open and review Cost Proposal(s) as described in §5 of this RFQ.

3.1.4.2. If included as part of this solicitation, then the Cost Proposal must be recorded on an exact duplicate of RFQ Attachment D, Cost Proposal& Evaluation Guide. Any response that does not follow the instructions included in RFQ Attachment D may be deemed nonresponsive.

3.1.4.3. A Respondent must only record the proposed cost exactly as required by the RFQ Attachment D, Cost Proposal& Evaluation Guide and must NOT record any other rates, amounts, or information.

3.1.4.4. The proposed cost shall incorporate ALL costs for services under the contract for the total contract period.

3.1.4.5. A Respondent must sign and date the Cost Proposal.

3.1.4.6. Respondent must submit the Cost Proposal to the State in a sealed package separate from the Technical Response.

3.2. **Response Delivery Location**

A Respondent must ensure that the State receives a Response to this RFQ no later than the Response Deadline time and dates detailed in the RFQ § 2, Schedule of Events. All responses must be delivered to:

Kenny Weaver
Central Procurement Office
WRS Tennessee Tower, 3rd Floor
312 Rosa L. Parks Avenue
Nashville, Tennessee 37243

Telephone Number: 615-741-2740
Email Address: Kenny.weaver@tn.gov

3.3. **Response Format**

3.3.1. A Respondent must ensure that the original response meets all form and content requirements detailed within this RFQ.

3.3.2. A Respondent must submit original response documents and copies as specified below.

3.3.2.1. Technical Response
One (1) original Technical Response paper document clearly labeled:

"RFQ #40100-07316TECHNICAL RESPONSE ORIGINAL"

and five (5) copies of the Technical Response each in the form of one (1) digital document in "PDF" format properly recorded on its own otherwise blank, standard CD-R recordable disc or USB flash drive labeled:

"RFQ #40100-07316TECHNICAL RESPONSE COPY"

The digital copies should not include copies of sealed customer references or cost information in the general and technical evaluation phase. However, any other discrepancy between the paper response document and digital copies may result in the State rejecting the response as nonresponsive.

3.3.2.2. Cost Proposal: ***Only Reviewed Pursuant to RFQ §5***
One (1) original Cost Proposal paper document labeled:

"RFQ #40100-07316 COST PROPOSAL ORIGINAL"

and one (1) copy in the form of a digital document in "XLS" format properly recorded on a separate, blank, standard CD-R recordable disc or USB flash-drive labeled:

"RFQ #40100-07316 COST PROPOSAL COPY"

In the event of a discrepancy between the original Cost Proposal document and the digital copy, the original, signed document will take precedence.

3.4. **Response Prohibitions:** A response to this RFQ should not:

3.4.1. Restrict the rights of the State or otherwise qualify the response to this RFQ;

3.4.2. Include, for consideration in this procurement process or subsequent contract negotiations, incorrect information that the Respondent knew or should have known was materially incorrect;

3.4.3. Include more than one response, per Respondent, to this RFQ;

3.4.4. Include any information concerning costs (in specific dollars or numbers) associated with the Technical Response;

3.4.5. Include the respondent's own contract terms and conditions (unless specifically requested by the RFQ); or

3.4.6. Include the respondent as a prime contractor while also permitting one or more other respondents to offer the respondent as a subcontractor in their own responses.

3.5. **Response Errors & Revisions**

A Respondent is responsible for any and all errors or omissions in its response to this RFQ. A Respondent will not be allowed to alter or revise its response after the Response Deadline time

and dates as detailed in RFQ § 2, Schedule of Events, unless such is formally requested in writing by the State (e.g., through a request for clarification, etc.).

3.6. Response Withdrawal

A Respondent may withdraw a response at any time before the Response Deadline time and date as detailed in RFQ § 2, Schedule of Events, by submitting a written signed request by an authorized representative of the Respondent. After withdrawing a response, a Respondent may submit another Response at any time before the Response Deadline time and date as detailed in RFQ § 2, Schedule of Events.

3.7. Response Preparation Costs

The State will not pay any costs associated with the preparation, submittal, or presentation of any response. Each Respondent is solely responsible for the costs it incurs in responding to this RFQ.

4. GENERAL INFORMATION & REQUIREMENTS

4.1. Communications

4.1.1. Respondents shall reference RFQ #**40100-07316** in all communications relating to this solicitation and direct any such communications to the following person designated as the Solicitation Coordinator:

Kenny Weaver
Central Procurement Office
WRS Tennessee Tower, 3rd Floor
312 Rosa L. Parks Avenue
Nashville, Tennessee 37243
Telephone Number: 615-741-2740
Email Address:Kenny.weaver@tn.gov

The State will convey all official responses and communications related to this RFQ to the potential respondents from whom the State has received a Notice of Intent to Respond (refer to RFQ § 1.3.).

4.1.2. Potential respondents with a handicap or disability may receive accommodation relating to the communication of this RFQ and participating in the RFQ process. Potential respondents may contact the RFQ Coordinator to request such reasonable accommodation no later than the Disability Accommodation Request Deadline detailed in RFQ § 2, Schedule of Events.

4.1.3. **Unauthorized contact about this RFQ with other employees or officials of the State of Tennessee may result in disqualification from contract award consideration.**

4.1.4. Notwithstanding the foregoing, potential Respondents may also contact the following as appropriate:

4.1.4.1. Staff of the Governor's Office of Diversity Business Enterprise may be contacted for assistance with respect to available minority-owned, woman-owned, Tennessee service-disabled veteran-owned, and small business enterprises as well as general public information relating to this request; or

4.1.4.2. The following individual designated by the State to coordinate compliance with the nondiscrimination requirements of the State of Tennessee, Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and associated federal regulations:

Helen Crowley
Department of General Services
Central Procurement Office
WRS Tennessee Tower, 3rd Floor
Nashville, TN 37243
Phone: (615) 741-3836
E-mail: Helen.crowley@tn.gov

4.2. Nondiscrimination

No person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of a contract pursuant to this solicitation or in the employment practices of the Vendor on the grounds of handicap or disability, age, race, color, religion (subject to *Tennessee Code Annotated,* Sections 4-21-401 and 405), sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Vendor pursuant to this solicitation shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

4.3. Conflict of Interest

4.3.1. The State may not consider a proposal from an individual who is, or within the past six (6) months has been, a State employee. For these purposes,

4.3.1.1. An individual shall be deemed a State employee until such time as all compensation for salary, termination pay, and annual leave has been paid;

4.3.1.2. A contract with or a proposal from a company, corporation, or any other contracting entity in which a controlling interest is held by any State employee shall be considered to be a contract with or proposal from the employee; and

4.3.1.3. A contract with or a proposal from a company, corporation, or any other contracting entity that employs an individual who is, or within the past six months has been, a State employee shall not be considered a contract with or a proposal from the employee and shall not constitute a prohibited conflict of interest.

4.3.2. This RFQ is also subject to *Tennessee Code Annotated*, Section 12-4-101.

4.4. **Respondent Required Review & Waiver of Objections**

4.4.1. Each potential respondent must carefully review this RFQ, including but not limited to, attachments, the RFQ Attachment G, *proforma* Contract, and any amendments for questions, comments, defects, objections, or any other matter requiring clarification or correction (collectively called "questions and comments").

4.4.2. Any potential respondent having questions and comments concerning this RFQ must provide such in writing to the State no later than the written "Questions &Comments Deadline" detailed in RFQ § 2, Schedule of Events.

4.4.3. Protests based on any objection shall be considered waived and invalid if the objection has not been brought to the attention of the State, in writing, by the written "Questions &Comments Deadline."

4.5. **Disclosure of Response Contents**

4.5.1. All materials submitted to the State in response to this solicitation become property of the State of Tennessee. Selection for award does not affect this right. By submitting a response, a Respondent acknowledges and accepts that the full contents and associated documents submitted in response to this request will become open to public inspection. Refer to RFQ§ 2, Schedule of Events.

4.5.2. The RFQ responses will be available for public inspection only after the completion of evaluation of the RFQ or any resulting solicitation which this RFQ becomes a part of, whichever is later.

4.6. **Notice of Professional Licensure, Insurance, and Department of Revenue Registration Requirements**

4.6.1. All persons, agencies, firms or other entities that provide legal or financial opinions, which a Respondent provides for consideration and evaluation by the State as part of a response to this RFQ, shall be properly licensed to render such opinions.

4.6.2. Before the Contract resulting from this RFQ is signed, the apparent successful Respondent (and Respondent employees and subcontractors, as applicable) must hold all necessary, appropriate business and professional licenses to provide service as required. The State may require any Respondent to submit evidence of proper licensure.

4.6.3. Before the Contract resulting from this RFQ is signed, the apparent successful Respondent must provide a valid, Certificate of Insurance indicating current insurance coverage meeting minimum requirements as may be specified by the RFQ.

4.6.4. Before the Contract resulting from this RFQ is signed, the apparent successful Respondent must be registered with the Department of Revenue for the collection of Tennessee sales and use tax. The State shall not approve a contract unless the Respondent provides proof of such registration. The foregoing is a mandatory requirement of an award of a contract pursuant to this solicitation.

4.7. **RFQ Amendments & Cancellation**

4.7.1. The State reserves the right to amend this RFQ at any time, provided that it is amended in writing. However, prior to any such amendment, the State will consider whether it would negatively impact the ability of potential respondents to meet the deadlines and revise the RFQ Schedule of Events if deemed appropriate. If a RFQ amendment is issued, the State will convey it to potential respondents who submitted a Notice of Intent to Respond (refer to RFQ § 1.3). A response must respond, as required, to the final RFQ (including its attachments) as may be amended.

4.7.2. The State reserves the right, at its sole discretion, to cancel or to cancel and reissue this RFQ in accordance with applicable laws and regulations.

4.8. **State Right of Rejection**

4.8.1. Subject to applicable laws and regulations, the State reserves the right to reject, at its sole discretion, any and all proposals.

4.8.2. The State may deem as nonresponsive and reject any proposal that does not comply with all terms, conditions, and performance requirements of this RFQ. Notwithstanding the foregoing, the State reserves the right to seek clarifications or to waive, at its sole discretion, a response's minor variances from full compliance with this RFQ. If the State waives variances in a response, such waiver shall not modify the RFQ requirements or excuse the Respondent from full compliance with such, and the State may hold any resulting vendor to strict compliance with this RFQ.

4.8.3. The State will review the response evaluation record and any other available information pertinent to whether or not each respondent is responsive and responsible. If the evaluation team identifies any respondent that appears <u>not</u> to meet the responsive and responsible thresholds such that the team would not recommend the respondent for potential contract award, this determination will be fully documented for the record. ("Responsive" is defined as submitting a response that conforms in all material respects to the RFQ. "Responsible" is defined as having the capacity in all respects to perform fully the contract requirements, and the integrity and reliability which will assure good faith performance.)

4.9. **Assignment & Subcontracting**

4.9.1. The vendor may not subcontract, transfer, or assign any portion of the Contract awarded as a result of this RFQ without prior approval of the State. The State reserves the right to refuse approval, at its sole discretion, of any subcontract, transfer, or assignment.

4.9.2. If a Respondent intends to use subcontractors, the response to this RFQ must specifically identify the scope and portions of the work each subcontractor will perform (refer to RFQ Attachment B, Item B.14.).

4.9.3. Subcontractors identified within a response to this RFQ will be deemed as approved by the State unless the State expressly disapproves one or more of the proposed subcontractors prior to signing the Contract.

4.9.4. The Contractor resulting from this RFQ may only substitute another subcontractor for a proposed subcontractor at the discretion of the State and with the State's prior, written approval.

4.9.5. Notwithstanding any State approval relating to subcontracts, the Contractor resulting from this RFQ will be the prime contractor and will be responsible for all work under the Contract.

4.10. **Next Ranked Respondent**

The State reserves the right to initiate negotiations with the next ranked respondent should the State cease doing business with any respondent selected via this RFQ process.

5. PROCUREMENT PROCESS& CONTRACT AWARD

5.1. The complete vendor selection will be a two-part process: (1) Qualification of Technical Responses; and (2) Cost Proposal Negotiation. Any contract award is subject to successful contract negotiation.

5.2. Qualification of Technical Responses: Technical Responses will be short-listed for further evaluation, analysis or negotiation if they are apparently responsive, responsible, and within the competitive range. A Technical Response will be deemed within the competitive range based on the following criterion:

Phase I: The State will evaluate the Mandatory Requirements set forth in RFQ Attachment A on a pass/fail basis.

Phase II: Following the Phase I evaluation, the State will apply a standard equitable evaluation model, which will represent a qualitative assessment of each response. Each response will be scored by Evaluation Team members according to the Technical Response & Evaluation Guides (See RFQ Attachments B & C).

The Solicitation Coordinator will total the average score from the evaluation team for each responsive and responsible Respondent's Technical Response Points for RFQ Attachments B & C to determine which of the Respondents are considered Qualified and within the top (3) best evaluated.

Phase III: The Solicitation Coordinator will submit the qualitative assessments including the Evaluation Team determinations and the response scores to the head of the contracting agency, or the agency head's designee for consideration along with any other relevant information that might be available and pertinent. The Solicitation Coordinator will submit the Technical Response ranked in the top three (3) after the Technical Response score is totaled and put in ordinal ranking (1 = the best evaluated ranking). The contracting agency head, or the agency head's designee, will determine the apparent best-evaluated response and rank the Technical Responses in the top three (3) after the Technical Response score is totaled and put in ordinal ranking (1 = the best evaluated ranking).

The State reserves the right to make an award without further discussion of any response.

5.3. Cost Proposals: If included as part of this solicitation then only Qualified Respondents, that are responsive and responsible and in the competitive range, will be eligible to continue onto Part Two, Cost Proposal Negotiation. See RFQ Attachment D, Cost Proposal& Evaluation Guide.

5.3.1. The State shall open and review the Cost Proposal submitted by the Qualified Respondent identified as offering the apparent best-evaluated response to Part One, Qualification of Technical Responses. See §3.1.4.and§3.3.2.2. of this RFQ.

5.3.2. In evaluating the submitted Cost Proposal, the State shall judge the reasonableness of the proposal by the following and other appropriate considerations: a) The proposed compensation should be comparable to that of other projects of similar nature and complexity. b) The State will assess the fairness of the proposed fee. c) The proposed compensation shall be studied for reasonableness and to assure sufficient compensation to cover the professional quality of the work items desired.

5.3.3. If the submitted Cost Proposal is rejected by the State, a conference shall be held to discuss those points of the Cost Proposal which are considered unsatisfactory. The Respondent shall submit a second Cost Proposal based upon this conference.

5.3.4. If the State rejects this second submitted Cost Proposal, negotiations shall cease and the State shall open and review the Cost Proposal submitted by the Respondent identified as offering the apparent second best-evaluated response to Part One, Qualification of Technical Responses. If negotiations with the Respondent identified as offering the apparent second best-evaluated response to Part One, Qualification of Technical Responses, are unsuccessful after completing the procedures outlined in §5.3.1., §5.3.2., and §5.3.3. of this RFQ, the State will cease negotiations and continue down the list of Qualified Respondents, beginning with the Respondent with the next best-evaluated response to Part One, Qualification of Technical Responses, following the procedures outlined in §5.3.1. through§5.3.4. until negotiations are successful with a Qualified Respondent.

5.4. Clarifications and Negotiations: The State reserves the right to award a contract on the basis of initial responses received; therefore, each response should contain the Respondent's best terms from a technical and from a cost standpoint. However, the State reserves the right to conduct clarifications or negotiations with respondents. All communications, clarifications, and negotiations shall be conducted in a manner that supports fairness in response improvement.

5.4.1. Clarifications: The State may identify areas of a response that may require further clarification or areas in which it is apparent that there may have been miscommunications or misunderstandings as to the State's specifications or requirements. The State may seek to clarify those issues identified during one or multiple clarification round(s). Each clarification sought by the State may be unique to an individual respondent.

5.4.2. Negotiations: The State may elect to negotiate with Qualified Respondents, within the competitive range, by requesting revised responses, negotiating costs, or finalizing contract terms and conditions. The State reserves the right to conduct multiple negotiation rounds

5.4.2.1. Cost Negotiations: All responsive respondents will be given equivalent information with respect to cost negotiations. All cost negotiations will be documented for the procurement file. Additionally, the State may conduct target pricing and other goods or services level negotiations. Target pricing may be based on considerations such as current pricing, market considerations, benchmarks, budget availability, or other methods that do not reveal individual respondent pricing. During target price negotiations, respondents are not obligated to meet or beat target prices, but will not be allowed to increase prices.

5.4.2.2. If the State determines costs and contract finalization discussions and negotiations are not productive, the State reserves the right to bypass the apparent best evaluated Respondent and enter into contract negotiations with the next apparent best evaluated Respondent.

5.5. Evaluation Guide

The State will consider qualifications, experience, and technical approach in the evaluation of responses and award points in each of the categories detailed below. The maximum evaluation points possible for each category are detailed below. Cost will be considered and negotiated pursuant to§ 5.3. of this RFQ after Technical Evaluations have been completed.

Evaluation Category	Maximum Points Possible
Mandatory Requirements (refer to RFQ Attachment A)	Pass/Fail
General Qualifications, Experience, Technical Qualifications, Experience & Approach (refer to RFQ Attachment B)	50
Technical Qualifications, Experience & Approach (refer to RFQ Attachment C)	50

5.6. Contract Award

5.6.1. The State will issue an Evaluation Notice and make the RFQ files available for public inspection at the time and date specified in the RFQ §2, Schedule of Events.

NOTICE: The Evaluation Notice shall not create rights, interests, or claims of entitlement in either the Respondent identified as the apparent best evaluated or any other Respondent.

5.6.2. The Respondent selected after the process outlined in §5.3. must sign a contract drawn by the State pursuant to this RFQ. The contract shall be substantially the same as the RFQ Attachment G, *pro forma* contract. The Respondent must sign said contract no later than the Respondent Contract Signature Deadline detailed in RFQ § 2, Schedule of Events. If the Respondent fails to provide the signed contract by the deadline, the State may determine the Respondent is non-responsive to this RFQ and reject the response.

5.6.3. Notwithstanding the foregoing, the State may, at its sole discretion, entertain limited negotiation prior to contract signing and, as a result, revise the *pro forma* contract terms and conditions or performance requirements in the State's best interests, PROVIDED THAT such revision of terms and conditions or performance requirements shall NOT materially affect the basis of response evaluation or negatively impact the competitive nature of the RFQ and vendor selection process.

TECHNICAL RESPONSE& EVALUATION GUIDE

All Respondents must address all items detailed below and provide, in sequence, the information and documentation as required (referenced with the associated item references). All Respondents must also detail the response page number for each item in the appropriate space below.

The Solicitation Coordinator will review all responses to determine if the Mandatory Requirement Items are addressed as required and mark each with pass or fail. For each item that is not addressed as required, the Evaluation Team must review the responses and attach a written determination. In addition to the Mandatory Requirement Items, the Solicitation Coordinator will review each response for compliance with all RFQ requirements.

RESPONDENT LEGAL ENTITY NAME:			
Response Page # (Respondent completes)	**Item Ref.**	**Section A— Mandatory Requirement Items**	**Pass/Fail**
		The Technical Response must be delivered to the State no later than the Technical Response Deadline specified in the RFQ § 2, Schedule of Events.	
		The Technical Response must not contain cost or pricing information of any type.	
		The Technical Response must not contain any restrictions of the rights of the State or other qualification of the response.	
		A Respondent must not submit alternate responses.	
		A Respondent must not submit multiple responses in different forms (as a prime and a subcontractor).	
	A.1.	Provide the Statement of Certifications and Assurances (RFQ Attachment E) completed and signed by an individual empowered to bind the Respondent to the provisions of this RFQ and any resulting contract. The document must be signed without exception or qualification.	
	A.2.	Provide a statement, based upon reasonable inquiry, of whether the Respondent or any individual who shall perform work under the contract has a possible conflict of interest (*e.g.*, employment by the State of Tennessee) and, if so, the nature of that conflict. NOTE: Any questions of conflict of interest shall be solely within the discretion of the State, and the State reserves the right to cancel any award.	
	A.3.	Provide a current bank reference indicating that the Respondent's business relationship with the financial institution is in positive standing. Such reference must be written in the form of a standard business letter, signed, and dated within the past three (3) months.	
	A.4.	Provide two current positive credit references from vendors with which the Respondent has done business written in the form of standard business letters, signed, and dated within the past three (3) months.	
	A.5.	Provide an official document or letter from an accredited credit bureau, verified and dated within the last three (3) months and indicating a positive credit rating for the Respondent (NOTE: A credit bureau report number without the full report is insufficient and will not be considered	

RESPONDENT LEGAL ENTITY NAME:			
Response Page # (Respondent completes)	**Item Ref.**	**Section A— Mandatory Requirement Items**	**Pass/Fail**
		responsive.)	
	A.6.	Provide documentation that Respondent has Google certified staff experienced in digital marketing.	
	A.7.	Provide documented proof that Respondent is specialized in and utilizing SEO (Search Engine Optimization).	
	A.8.	Provide documentation that Respondent is a full service agency consisting of public relations, digital marketing, traditional media and social media.	
	A.9.	Provide documentation as proof of current subscription to Neilson/Arbitron Rating service.	
	A.10.	Demonstrate a full understanding of public relations (PR) management and have experience in implementing PR tactics.	
	A.11.	Document experience in strategically using social media tools to communicate to identified audiences.	
	A.12.	Demonstrate a proven ability to create successful advertising in a variety of mediums.	
	A.13.	Demonstrate an ability to produce and edit video in house.	
	A.14.	Provide the following as documentation of financial responsibility and stability. ▪ a copy of a valid certificate of insurance indicating liability insurance in the amount of at least One Million Dollars and no cents ($1,000,000.00) ▪ a letter of commitment from a financial institution (signed by an authorized agent of the financial institution and detailing the Respondent's name) for a general line of credit in the amount of One Million Dollars and No Cents ($1,000,000.00)	
	A.15.	Provide the Respondent's most recent independent audited financial statements. Said independent audited financial statements <u>must</u>: (1) reflect an audit period for a fiscal year ended within the last 36 months (2) be prepared with all monetary amounts detailed in United States currency; (3) be prepared under United States Generally Accepted Accounting Principles (US GAAP); (4) include: the auditor's opinion letter; financial statements; and the notes to the financial statements; and (5) be deemed, in the sole discretion of the State to reflect sufficient financial stability to undertake the subject agreement with the State. NOTES: ▪ Reviewed or Compiled Financial Statements will not be deemed responsive to this requirement and will <u>not</u> be accepted.	

RESPONDENT LEGAL ENTITY NAME:			
Response Page # (Respondent completes)	**Item Ref.**	**Section A— Mandatory Requirement Items**	**Pass/Fail**
		All persons, agencies, firms, or other entities that provide opinions regarding the Respondent's financial status must be properly licensed to render such opinions. The State may require the Respondent to submit proof of such licensure detailing the state of licensure and licensure number for each person or entity that renders the opinions.	
State Use – RFQ Coordinator Signature, Printed Name & Date:			

TECHNICAL RESPONSE& EVALUATION GUIDE

SECTION B: GENERAL QUALIFICATIONS & EXPERIENCE. The Respondent must address all items detailed below and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Respondent must also detail the response page number for each item in the appropriate space below. Evaluation Team members will independently evaluate and assign one score for all responses to Section B— General Qualifications & Experience Items.

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	**Item Ref.**	**Section B— General Qualifications & Experience Items**
	B.1.	Detail the name, e-mail address, mailing address, telephone number, and facsimile number of the person the State should contact regarding the response.
	B.2.	Describe the Respondent's form of business (*i.e.*, individual, sole proprietor, corporation, non-profit corporation, partnership, limited liability company) and business location (physical location or domicile).
	B.3.	Detail the number of years the Respondent has been in business.
	B.4.	Briefly describe how long the Respondent has been performing the goods or services required by this RFQ.
	B.5.	Describe the Respondent's number of employees, client base, and location of offices.
	B.6.	Provide a statement of whether there have been any mergers, acquisitions, or sales of the Respondent within the last ten (10) years. If so, include an explanation providing relevant details.
	B.7.	Provide a statement of whether the Respondent or, to the Respondent's knowledge, any of the Respondent's employees, agents, independent contractors, or subcontractors, proposed to provide work on a contract pursuant to this RFQ, have been convicted of, pled guilty to, or pled *nolo contendere* to any felony. If so, include an explanation providing relevant details.
	B.8.	Provide a statement of whether, in the last ten (10) years, the Respondent has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors. If so, include an explanation providing relevant details.
	B.9.	Provide a statement of whether there is any material, pending litigation against the Respondent that the Respondent should reasonably believe could adversely affect its ability to meet contract requirements pursuant to this RFQ or is likely to have a material adverse effect on the Respondent's financial condition. If such exists, list each separately, explain the relevant details, and attach the opinion of counsel addressing whether and to what extent it would impair the Respondent's performance in a contract pursuant to this RFQ. NOTE: All persons, agencies, firms, or other entities that provide legal opinions regarding the Respondent must be properly licensed to render such opinions. The State may require the Respondent to submit proof of such licensure detailing the state of licensure and licensure number for each person or entity that renders such opinions.
	B.10.	Provide a statement of whether there is any pending or in progress Securities Exchange Commission investigations involving the Respondent. If such exists, list each separately, explain the relevant details, and attach the opinion of counsel addressing whether and to what extent it will impair the Respondent's performance in a contract pursuant to this RFQ. NOTE: All persons, agencies, firms, or other entities that provide legal opinions regarding

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	**Item Ref.**	**Section B— General Qualifications & Experience Items**
		the Respondent must be properly licensed to render such opinions. The State may require the Respondent to submit proof of such licensure detailing the state of licensure and licensure number for each person or entity that renders such opinions.
	B.11.	Provide a brief, descriptive statement detailing evidence of the Respondent's ability to deliver the goods or services sought under this RFQ (*e.g.*, prior experience, training, certifications, resources, program and quality management systems, *etc.*).
	B.12.	Provide a narrative description of the proposed contract team, its members, and organizational structure along with an organizational chart identifying the key people who will be assigned to provide the goods or services required by this RFQ, illustrating the lines of authority, and designating the individual responsible for the completion of each task and deliverable of the RFQ.
	B.13.	Provide a personnel roster listing the names of key people who the Respondent will assign to perform tasks required by this RFQ along with the estimated number of hours that each individual will devote to the required tasks. Follow the personnel roster with a resume for each of the people listed. The resumes must detail the individual's title, education, current position with the Respondent, and employment history.
	B.14.	Provide a statement of whether the Respondent intends to use subcontractors to accomplish the work required by this RFQ, and if so, detail: (a) the names of the subcontractors along with the contact person, mailing address, telephone number, and e-mail address for each; (b) a description of the scope and portions of the work each subcontractor will perform; <u>and</u> (c) a statement specifying that each proposed subcontractor has expressly assented to being proposed as a subcontractor in the Respondent's response to this RFQ.
	B.15.	Provide documentation of the Respondent's commitment to diversity as represented by the following: (a) <u>Business Strategy</u>. Provide a description of the Respondent's existing programs and procedures designed to encourage and foster commerce with business enterprises owned by minorities, women, Tennessee service-disabled veterans, and small business enterprises. Please also include a list of the Respondent's certifications as a diversity business, if applicable. (b) <u>Business Relationships</u>. Provide a listing of the Respondent's current contracts with business enterprises owned by minorities, women, Tennessee service-disabled veterans and small business enterprises. Please include the following information: (i) contract description and total value; (ii) contractor name and ownership characteristics (*i.e.*, ethnicity, gender, Tennessee service-disabled); (iii) contractor contact name and telephone number. (c) <u>Estimated Participation</u>. Provide an estimated level of participation by business enterprises owned by minorities, women, Tennessee service-disabled veterans, and small business enterprises if a contract is awarded to the Respondent pursuant to this RFQ. Please include the following information: (i) a percentage (%) indicating the participation estimate. (Express the estimated participation number as a percentage of the total estimated contract value that will be dedicated to business with subcontractors and supply contractors having such ownership characteristics only and **DO <u>NOT</u> INCLUDE DOLLAR AMOUNTS**); (ii) anticipated goods or services contract descriptions; (iii) names and ownership characteristics (i.e., ethnicity, gender, Tennessee service-disabled veterans) of anticipated subcontractors and supply contractors.

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	**Item Ref.**	**Section B— General Qualifications & Experience Items**
		NOTE: In order to claim status as a Diversity Business Enterprise under this contract, businesses must be certified by the Governor's Office of Diversity Business Enterprise (Go-DBE). Please visit the Go-DBE website athttps://tn.diversitysoftware.com/FrontEnd/StartCertification.asp?TN=tn&XID=9265 for more information. (d) Workforce. Provide the percentage of the Respondent's total current employees by ethnicity and gender. NOTE: Respondents that demonstrate a commitment to diversity will advance State efforts to expand opportunity to do business with the State as contractors and subcontractors. Response evaluations will recognize the positive qualifications and experience of a Respondent that does business with enterprises owned by minorities, women, Tennessee service-disabled veterans and small business enterprises and who offer a diverse workforce.
	B.16.	Provide a statement of whether or not the Respondent has any current contracts with the State of Tennessee or has completed any contracts with the State of Tennessee within the previous 5-year period. If so, provide the following information for all current and completed contracts: (a) the name, title, telephone number and e-mail address of the State contact responsible for the contract at issue; (b) the name of the procuring State agency; (c) a brief description of the contract's specification for goods or scope of services; (d) the contract term; and (e) the contract number. NOTES: ▪ Current or prior contracts with the State are not a prerequisite and are not required for the maximum evaluation score, and the existence of such contracts with the State will not automatically result in the addition or deduction of evaluation points. ▪ Each evaluator will generally consider the results of inquiries by the State regarding all contracts responsive to Section B.16 of this RFQ.
	B.17.	Provide customer references from individuals (who are not current or former officials or staff of the State of Tennessee) for projects similar to the goods or services sought under this RFQ and which represent: ▪ two (2) of the larger accounts currently serviced by the Respondent, and ▪ three (3) completed projects. All references must be provided in the form of standard reference questionnaires that have been fully completed by the individual providing the reference as required. The standard reference questionnaire, which must be used and completed as required, is detailed at RFQ Attachment F. References that are not completed as required will be considered nonresponsive and will not be considered. The Respondent will be solely responsible for obtaining the fully completed reference questionnaires, and for including them within the Respondent's sealed Technical Response. In order to obtain and submit the completed reference questionnaires, as required, follow the process detailed below: (a) "Customize" the standard reference questionnaire at Attachment F by adding the subject Respondent's name, and make exact duplicates for completion by references. (b) Send the customized reference questionnaires to each individual chosen to provide a reference along with a new standard #10 envelope. (c) Instruct the person who will provide a reference for the Respondent to: (i) complete the reference questionnaire (on the form provided or prepared, completed, and printed using an exact duplicate of the document);

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	**Item Ref.**	**Section B— General Qualifications & Experience Items**
		(ii) sign and date the completed, reference questionnaire; (iii) seal the completed, signed, and dated, reference questionnaire within the envelope provided; (iv) sign his or her name in ink across the sealed portion of the envelope; and (v) return the sealed envelope containing the completed reference questionnaire directly to the Respondent (the Respondent may wish to give each reference a deadline, such that the Respondent will be able to collect all required references in time to include them within the sealed Technical Response). (d) Do NOT open the sealed references upon receipt. (e) Enclose all sealed reference envelopes within a larger, labeled envelope for inclusion in the Technical Response as required. NOTES: ▪ The State will not accept late references or references submitted by any means other than that which is described above, and each reference questionnaire submitted must be completed as required. ▪ The State will not review more than the number of required references indicated above. ▪ While the State will base its reference check on the contents of the sealed reference envelopes included in the Technical Response package, the State reserves the right to confirm and clarify information detailed in the completed reference questionnaires, and may consider clarification responses in the evaluation of references. ▪ The State is under no obligation to clarify any reference information.
	B.18.	Provide a statement and any relevant details addressing whether the Respondent is any of the following: (a) is presently debarred, suspended, proposed for debarment, or voluntarily excluded from covered transactions by any federal or state department or agency; (b) has within the past three (3) years, been convicted of, or had a civil judgment rendered against the contracting party from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (c) is presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed above; and ▪ has within a three (3) year period preceding the contract had one or more public transactions (federal, state, or local) terminated for cause or default.
	B.19.	Provide Six (6) reviewable CDs (video demonstration) of creative and educational materials as part of traffic safety education or outreach. Creative elements should include One (1) Alcohol Countermeasure message and One (1) Occupant Protection message. • Include a narrative of the creative process, theme development, media placement and what numerical measures might be in place to measure the campaign's effectiveness.
	B.20.	This contract will likely necessitate significant interactive, media buying and creative expertise. Please provide a narrative description of the proposed in-house project team, its members, organizational structure and responsibility for completion of each service component and deliverable of the RFQ (include media planners, programmers, project managers, data analysts, digital and traditional media buyers, social media specialists and creative staff as noted in the Scope of Services Section A of the *pro forma* contract attached

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	**Item Ref.**	**Section B— General Qualifications & Experience Items**
		to this RFQ as Attachment G).
	B.21.	Provide a narrative of Respondent's experience with media buys in the past 5 years, including the total amount (in dollars) of media placed, the amount placed in the State of Tennessee and the amount placed in the category of highway traffic safety.
	B.22.	Provide examples of Respondent's experience in highway safety and/or highway issues.
	B.23.	Demonstrate Respondent's ability to obtain non-paid Public Service Announcements (PSA) support for public service campaigns.
	B.24	Demonstrate a full understanding of the National Highway Traffic Safety Administration (NHTSA) campaigns and requirements.
	B.25.	Demonstrate a proven ability to build strategic communication plans that involve complicated projects or subject areas with diverse populations.
	B.26.	Demonstrate the ability to generate local and national public interest in a variety of advocacy or traffic safety-related topics without using paid advertising.
	B.27.	Demonstrate the ability to use grass roots tactics to generate public and media interest in a variety of subject areas.
	B.28.	Demonstrate ability to create engaging interactive design for online based mediums.
	B.29.	Demonstrate experience negotiating creative media buys with statewide media outlets.
SCORE *(for all Section B— Qualifications & Experience Items above)*: *(maximum possible score = 50)*		
State Use – Evaluator Identification:		

TECHNICAL RESPONSE& EVALUATION GUIDE

SECTION C: TECHNICAL QUALIFICATIONS, EXPERIENCE & APPROACH. The Respondent should explain its approach to providing goods or services to the State. The items listed below represent specific questions the State would request you answer in your response. For ease of review, please annotate your explanation so that it contains references to the items listed below where they are addressed. Respondent should not feel constrained to answer only the specific questions listed below in its explanation and should feel free to provide attachments if necessary in an effort to provide a more thorough response.

The Evaluation Team, made up of three (3) or more State employees, will independently evaluate and score the response to each item. Each evaluator will use the following whole number, raw point scale for scoring each item:

0 = little value 1 = poor 2 = fair 3 = satisfactory 4 = good 5 = excellent

The Solicitation Coordinator will multiply the Item Score by the associated Evaluation Factor (indicating the relative emphasis of the item in the overall evaluation). The resulting product will be the item's raw, weighted score for purposes of calculating the section scores as indicated.

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	**Item Ref.**	**Section C— Technical Qualifications, Experience & Approach Items**	**Item Score**	**Evaluation Factor**	**Raw Weighted Score**
	C.1.	Provide a narrative that illustrates the Respondent's understanding of the National Highway Traffic Safety Administration requirements and the Governor's Highway Safety Office campaign requirements.		**10**	
	C.2.	Provide a narrative that illustrates how the Respondent will complete the delivery of goods or scope of services, accomplish required objectives, and meet the Governor's Highway Safety Office requirements.		**10**	
	C.3.	Provide a narrative that illustrates how the Respondent will manage the campaigns, ensure delivery of specified goods or completion of the scope of services, and accomplish required objectives within the Governor's Highway Safety Office campaign initiatives.		**10**	
	C.4.	Provide a narrative that illustrates the Respondent's ability to create and manage marketing plans that create awareness with Governor's Highway Safety Office's target audience for the various campaigns.		**35**	
	C.5.	Demonstrate ability to create visual graphics, marks, logos and publications that communicate strategically to an identified audience.		**15**	
	C.6.	Demonstrate the ability to create visual presentations in Keynote or PowerPoint.		**5**	
	C.7.	Demonstrate ability in web development and design.		**15**	
The Solicitation Coordinator will use this sum and the formula below to calculate the section score. All calculations will use and result in numbers rounded to two (2) places to the right of the decimal point.			**Total Raw Weighted Score:** *(sum of Raw Weighted Scores above)*		
Total Raw Weighted Score			**X50**	**= SCORE:**	

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	**Item Ref.**	**Section C— Technical Qualifications, Experience & Approach Items**	**Item Score**	**Evaluation Factor**	**Raw Weighted Score**
Maximum Possible Raw Weighted Score *(i.e., 7 x the sum of item weights above)*		*(maximum possible score 50)*			
State Use – Evaluator Identification:					
State Use – Solicitation Coordinator Signature, Printed Name & Date:					

Cost Proposal

NOTICE: *THOUGH ALL RESPONDENTS ARE REQUIRED TO SUBMIT SEALED COST PROPOSALS, THE STATE SHALL ONLY OPEN AND REVIEW COST PROPOSALS AS DESCRIBED IN §5.3. OF THIS RFQ.*

COST PROPOSAL SCHEDULE— *The Cost Proposal, detailed below, shall indicate the proposed price for the entire scope of services including all services defined in the Scope of Services of the RFQ Attachment G, pro forma contract and for the entire contract period. The Cost Proposal shall remain valid for at least 120 days subsequent to the date of the Cost Proposal submission and thereafter in accordance with any contract resulting from this RFQ. All monetary amounts shall be in U.S. currency and limited to two (2) places to the right of the decimal point.*

RESPONDENT SIGNATURE:	
PRINTED NAME & TITLE:	
DATE:	
RESPONDENT LEGAL ENTITY NAME:	
Cost Item Description	**Proposed Cost**
DESCRIPTION **	***Total Contract Term***
Account Executive	**$** **/ PER HOUR**
Administrative /Clerical/Intern	**$** **/ PER HOUR**
Art Director	**$** **/ PER HOUR**
Copywriter	**$** **/ PER HOUR**
Creative Director	**$** **/ PER HOUR**
Digital Services	**$** **/ PER HOUR**
Illustration	**$** **/ PER HOUR**

RESPONDENT LEGAL ENTITY NAME:	
Cost Item Description	**Proposed Cost**
Graphic Designer	**$** **/ PER HOUR**
Media Placement Services	**$** **/ PER HOUR**
Photo Retouching	**$** **/ PER HOUR**
Production Supervisor	**$** **/ PER HOUR**
Public Relations	**$** **/ PER HOUR**
Media Buys (Percent Mark-up)	**_____% Mark-up**
Banners, Signage, Booths, etc.	At Cost – No mark-up
Talent and Media Production (film, lighting, make-up, dubs)	At Cost – No mark-up

**Job Descriptions are listed in Attachment 3 to the *pro forma* contract. The *pro forma* contract is attached to this RFQ as Attachment G.

State Use – RFQ Coordinator Signature, Printed Name & Date:

STATEMENT OF CERTIFICATIONS AND ASSURANCES

An individual responding in his or her individual capacity or legally empowered to contractually bind the Respondent must complete and sign the Statement of Certifications and Assurances below as required, and this signed statement must be included with the response as required by the Request for Qualifications.

The Respondent does, hereby, expressly affirm, declare, confirm, certify, and assure ALL of the following:

1. The Respondent will comply with all of the provisions and requirements of the RFQ.
2. The Respondent will provide all specified goods or services as required by the contract awarded pursuant to this RFQ.
3. The Respondent accepts and agrees to all terms and conditions set out in the contract awarded pursuant to this RFQ.
4. The Respondent acknowledges and agrees that a contract resulting from the RFQ shall incorporate, by reference, all Response responses as a part of the contract.
5. The Respondent will comply, as applicable, with:
   (a) the laws of the State of Tennessee;
   (b) Title VI of the federal Civil Rights Act of 1964;
   (c) Title IX of the federal Education Amendments Act of 1972;
   (d) the Equal Employment Opportunity Act and the regulations issued there under by the federal government; and,
   (e) the Americans with Disabilities Act of 1990 and the regulations issued there under by the federal government.
6. To the best of the undersigned's knowledge, information or belief, the information detailed within the Response to the RFQ is accurate.
7. The Response submitted to the RFQ was independently prepared, without collusion, and under penalty of perjury.
8. No 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 Respondent in connection with the request or any potential resulting contract.
9. The Response submitted in response to the RFQ shall remain valid for at least 120 days subsequent to the date of the Response opening and thereafter in accordance with any contract pursuant to the RFQ.

By signature below, the signatory certifies legal authority to bind the responding entity to the provisions of this request and any contract awarded pursuant to it. The State may, at its sole discretion and at any time, require evidence documenting the signatory's authority to be personally bound or to legally bind the responding entity.

DO NOT SIGN THIS DOCUMENT IF YOU ARE NOT LEGALLY AUTHORIZED TO DO SO BY THE ENTITY RESPONDING TO THIS RFQ.

SIGNATURE & DATE: _____

PRINTED NAME & TITLE: _____

LEGAL ENTITY NAME: _____

FEIN or SSN: _____

REFERENCE QUESTIONNAIRE

The standard reference questionnaire provided on the following pages of this attachment MUST be completed by all individuals offering a reference for the Respondent.

The Respondent will be responsible for obtaining completed reference questionnaires as required (refer to RFQ Attachment B, General Qualifications & Experience Items, Item B.17.), and for enclosing the sealed reference envelopes within the Respondent's Technical Proposal.

RFQ # 40100-07316REFERENCE QUESTIONNAIRE

RESPONDENT NAME: RESPONDENT NAME (completed by respondent before reference is requested)

The "respondent name" specified above, intends to submit a response to the State of Tennessee in response to the Request for Qualifications (RFQ) indicated. As a part of such response, the respondent must include a number of completed and sealed reference questionnaires (using this form).

Each individual responding to this reference questionnaire is asked to follow these instructions:

- complete this questionnaire (either using the form provided or an exact duplicate of this document);
- sign and date the completed questionnaire;
- seal the completed, signed, and dated questionnaire in a new standard #10 envelope;
- sign in ink across the sealed portion of the envelope; and
- return the sealed envelope containing the completed questionnaire directly to the respondent.

(1) What is the name of the individual, company, organization, or entity responding to this reference questionnaire?

(2) Please provide the following information about the individual completing this reference questionnaire on behalf of the above-named individual, company, organization, or entity.

NAME:	
TITLE:	
TELEPHONE #	
E-MAIL ADDRESS:	

(3) What goods or services do/did the vendor provide to your company or organization?

(4) What is the level of your overall satisfaction with the vendor of the goods or services described above?

Please respond by circling the appropriate number on the scale below.

	1	2	3	4	5	
least satisfied						**most satisfied**

If you circled 3 or less above, what could the vendor have done to improve that rating?

(5) If the goods or services that the vendor provided to your company or organization are completed, were the goods or services completed in compliance with the terms of the contract, on time, and within budget? If not, please explain.

(6) If the vendor is still providing goods or services to your company or organization, are these goods or services being provided in compliance with the terms of the contract, on time, and within budget? If not, please explain.

(7) How satisfied are you with the vendor's ability to perform based on your expectations and according to the contractual arrangements?

(8) In what areas of goods or service delivery do/did the vendor excel?

(9) In what areas of goods or service delivery do/did the vendor fall short?

(10) What is the level of your satisfaction with the vendor's project management structures, processes, and personnel?

Please respond by circling the appropriate number on the scale below.

	1	2	3	4	5	
least satisfied						**most satisfied**

What, if any, comments do you have regarding the score selected above?

(11) Considering the staff assigned by the vendor to deliver the goods or services described in response to question 3 above, how satisfied are you with the technical abilities, professionalism, and interpersonal skills of the individuals assigned?

Please respond by circling the appropriate number on the scale below.

	1	2	3	4	5	
least satisfied						**most satisfied**

What, if any, comments do you have regarding the score selected above?

(12) Would you contract again with the vendor for the same or similar goods or services?

Please respond by circling the appropriate number on the scale below.

	1	2	3	4	5	
least satisfied						**most satisfied**

What, if any, comments do you have regarding the score selected above?

REFERENCE SIGNATURE:
(by the individual completing this request for reference information)

_____
(must be the same as the signature across the envelope seal)

DATE: _____

RFQ # 40100-07316PRO FORMA CONTRACT

The *pro forma* contract detailed in following pages of this exhibit contains some “blanks” (signified by descriptions in capital letters) that will be completed with appropriate information in the final contract resulting from the RFQ.

CONTRACT

(fee-for-goods or services contract with an individual, business, non-profit, or governmental entity of another state)

Begin Date	End Date	Agency Tracking #	Edison Record ID

Contractor Legal Entity Name	Edison Vendor ID

Goods or Services Caption (one line only)

Subrecipient or Contractor	CFDA #
☐ Subrecipient ☐ Contractor	

Funding —

FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
TOTAL:					

Contractor Ownership Characteristics:

☐ Minority Business Enterprise (MBE): African American, Asian American, Hispanic American, Native American

☐ Woman Business Enterprise (WBE)

☐ Tennessee Service Disabled Veteran Enterprise (SDVBE)

☐ Tennessee Small Business Enterprise (SBE): $10,000,000.00 averaged over a three (3) year period or employs no more than ninety-nine (99) employees.

☐ Other:

Selection Method & Process Summary (mark the correct response to confirm the associated summary)

☐ Competitive Selection	Describe the competitive selection process used
☐ Other	Describe the selection process used and submit a Special Contract Request

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.

Speed Chart (optional)	Account Code (optional)

CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF TRANSPORTATION
AND
CONTRACTOR NAME

This Contract, by and between the State of Tennessee, Department of Transportation("State") and Contractor Legal Entity Name ("Contractor"), is for the provision of the advancement of the Governor's Highway Safety Office media campaign and for other State objectives, as further defined in the "SCOPE." State and Contractor may be referred to individually as a "Party" or collectively as the "Parties" to this Contract.

The Contractor is a/an Individual, For-Profit Corporation, Non-Profit Corporation, Special Purpose Corporation Or Association, Partnership, Joint Venture, Or Limited Liability Company.
Contractor Place of Incorporation or Organization: Location
Contractor Edison Registration ID # Number

A. SCOPE:

A.1. The Contractor shall provide all service and deliverables as required, described, and detailed herein and shall meet all service and delivery timelines as specified by this Contract.

A.2. a. The Governor's Highway Safety Office (GHSO) is responsible for encouraging good driving and safety behaviors on highways and roadways throughout the State. The Contractor shall assist GHSO in achieving its goals of reducing fatalities and injuries on the highway system and educating the public on highway safety issues and highway issues by providing full-service advertising services as further described herein.

For purposes of this contract, "highway safety issues and highway issues" shall include the following programs:

- Impaired Driving
- Safety Belt Usage and Child Passenger Safety
- Motorcycle Safety
- Work Zone and Roadway Safety
- Compliance with Safety Laws (Speed Enforcement, Cell Phone Use, Move Over, etc.)
- Teen and Senior Drivers
- Railroad Crossing Safety
- Traffic Records
- Emergency Medical Services
- Highway/Interstate Closings, Re-Routing
- Safe Routes to School and School Bus Safety
- Biodiesel and other Highway Public Information Issues
- Other Issues Mandated by the National Highway Traffic Safety Administration (NHTSA)

b. The Contractor shall assist the State in achieving other State objectives, including but not limited to highway litter prevention, by providing full-service advertising services as further described herein.

A.3. The Contractor shall provide marketing/advertising services to assist the State in its efforts to inform and educate the public as follows:

a. The Contractor shall design and produce media campaigns and single advertisements which include, but are not limited to: creation, development of graphics, logos, slogans, symbols, and announcements for television spots

(ads), radio spots, billboards, signage, power point presentations, videos, website, and brochures.

b. The Contractor shall submit a campaign plan and estimate hours (per service description) for approval. Campaigns are developed based on factors/research such as: holidays known to have high periods of alcohol use, proms, warm weather, holidays or time periods known to have more motorists on the roads, or a need specific to an area or community. NHTSA provides a communications plan to assist the State with planning which includes:

- determining who the target audience might be
- campaign theme/message/concepts
- which forms of media may be used to promote effective campaigns
- budgetary considerations

c. The State shall provide the Contractor with the following parameters based on the campaign:

- target audience
- purpose of the campaign
- number of concepts for the spot from which the State may choose
- talent budgets
- production estimate for camera crew
- overall budget for entire campaign (all inclusive of spot production, media planning and media purchase)

d. An estimated timeline from concept to production may occur as follows:

- Contractor submits concept(s) – 10-12 weeks prior to flight date (date and time ad will run)
- State evaluates the concept(s) and choose one for production – 8-10 weeks prior to flight
- Contractor secures production crew – 6-8 weeks prior to flight date (the State may attend the production)
- Contractor provides copies of the spot to the State for acceptance or rejection – 4-6 weeks prior to flight date
- Contractor places the buy and spots will be distributed to respective stations - 2-4 weeks prior to flight date

A.4. The Contractor shall make media buys, and provide media reports on a quarterly basis and shall provide administrative reconciliation services. The Contractor shall make media buys which could consist of:

- the type of spot (radio, television or both)
- spot length/time
- spot flight
- number of spots based upon a budget

a. The State shall provide the Contractor with the following parameters based on a budget set by the State and established for each campaign plan:

- Campaign components to be utilized (radio, television, cable or other media)
- Demographic of target audience
- Reach/frequency expectations

- Markets to include in the campaign
- Flight dates

Media buys are generated by stations computer systems which place spots based upon the list above, and availability (day parts) during programming. The station then recaps this criterion and provides various data allowing the Contractor to determine the effectiveness of the buy. The Contractor submits this to the State for review and approval.

b. Each buy is to include matching Public Service Announcements (PSAs) whenever possible. A PSA may be audio or visual noting a public safety message. An example might be "Click it or Ticket" or "Buckle Up in Your Truck."

c. Stations chosen must be ranked in the top one half of the market, target the chosen demographic group and have a large reach; i.e. a reach or frequency most advantageous for recollection and recall of the message. For radio, traffic reports and rural network groups may be included in the plan depending on the target audience. Television and radio stations are chosen based on research data gained through Arbitron or Nielson ratings.

d. Contractor shall submit a media plan to the State 4 to 6 weeks prior to the beginning of the campaign flight. Upon approval of the media plan by the State (usually within two (2) days), the Contractor is authorized to obtain proposals from stations. The Contractor shall submit a Station Order outlining day part schedule, costs, net rate of media costs and flight dates along with station name, market, station contact, and campaign title. Upon approval of the Station Order by the State (usually within 1-3 days), the Contractor is authorized to lock in the order with each station.

A.5. The Contractor shall consult with the State regarding the best use of media resources to maximize the effectiveness of a campaign or a particular advertisement.

A.6. The Contractor shall purchase media as directed by the State. The State may periodically advise Contractor to utilize specific markets that are deemed contributory to the success of its campaigns. The Contractor shall allow the State the benefit of any and all discounts that are afforded the Contractor. The Contractor shall immediately notify the State of any discounts, special promotions, sponsorships, or other media opportunities for the State to consider.

A.7. The Contractor shall, at the written request of the State, produce items to further the success of the marketing campaign (banners, mobile signage, exhibit booths, digital graphics, advertising wrap) provided, however, that the State shall pay the Contractor's cost for these items with no mark-up. Contracting for talent and media production (film, lighting, make-up, dubs) shall likewise be reimbursed at cost with no mark-up. These items shall be procured competitively in a manner approved by the State.

A.8. The Contractor shall provide reports on a quarterly basis as requested by the State addressing the effectiveness of various efforts performed under this Contract for evaluation and reporting purposes in a manner as required by the State and/or NHTSA.

A.9. The State may allow the Tennessee Department of Safety (TDOS) to utilize this Contract for its safety campaigns. All scheduling and billing shall be handled through the State as described herein. Employees in TDOS shall not contact the Contractor, but must contact the State for approval for any requests for services covered under this Contract. The State shall instruct the Contractor on behalf of TDOS. The Contractor shall not contact TDOS, other State of Tennessee departments/agencies or employees of other State of Tennessee departments/agencies regarding this Contract, in part or in whole, unless approved to do so by the State's Contract

Administrator as described herein. The State shall not be liable for any services provided by the Contractor without prior written approval by the State's Contract Administrator.

A.10. 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.

A.11. The services described herein shall be authorized with the issuance of individual work orders. A detailed scope of work for each project will be defined by the State and the Contractor shall submit a campaign and/or project plan that identifies manpower requirements. The manpower shall be based on the job descriptions provided in Attachment1 to this Contract, the estimated time each position will provide toward the work order, and the hourly rate as described herein.

A.12. Following the State's approval for each media buy, the Contractor shall negotiate for the best possible rates for each media buy and negotiate for free media. Media shall be procured competitively in a manner approved by the State. For each media buy approved in advance by the State, the State shall reimburse the Contractor for the Contractor's actual net cost of the media buy and shall compensate the Contractor for the media placement, as listed in Section C.3.b., of the Contractor's actual net cost of the media buy. Said payment shall constitute the total amount payable to the Contractor for any and all costs associated with a media buy and placement. The Contractor shall not be reimbursed or compensated for any media buy not approved by the State in advance.

A.13. Warranty. Contractor represents and warrants that throughout the Term of this Contract ("Warranty Period"), the goods or services provided under this Contract shall conform to the terms and conditions of this Contract. Any nonconformance of the goods or services to the terms and conditions of this Contract shall constitute a "Defect" and shall be considered "Defective." If Contractor receives notice of a Defect during the Warranty Period, then Contractor shall correct the Defect, at no additional charge.

Contractor represents and warrants that all goods or services provided under this Contract shall be provided in a timely and professional manner, by qualified and skilled individuals, in conformity with standards generally accepted in Contractor's industry.

If Contractor fails to provide the goods or services as warranted, then Contractor will re-provide the goods or services at no additional charge. If Contractor is unable or unwilling to re-provide the goods or services as warranted, then the State shall be entitled to recover the fees paid to Contractor for the Defective goods or services.

A.14. Inspection and Acceptance. The State shall have the right to inspect all goods or services provided by Contractor under this Contract. If, upon inspection, the State determines that the goods or services are Defective, the State shall notify Contractor, and Contractor shall re-deliver the goods or provide the services at no additional cost to the State. If after a period of thirty (30) days following delivery of goods or performance of services the State does not provide a notice of any Defects, the goods or services shall be deemed to have been accepted by the State.

B. TERM OF CONTRACT:

B.1. This Contract shall be effective on November 23, 2015 ("Effective Date") and extend for a period of sixty (60) months after the Effective Date ("Term"). The State shall have no obligation for goods or services provided by the Contractor prior to the Effective Date.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed Eleven Million Five Hundred Thousand Dollars($11,500,000) ("Maximum Liability"). This Contract does not grant the Contractor any exclusive rights. The State does not guarantee that it will buy any minimum quantity of goods or services under this Contract. Subject to the terms and conditions of this Contract, the Contractor will only be paid for goods or services provided under this Contract after a purchase order is issued to Contractor by the State or as otherwise specified by this Contract.

C.2. Compensation Firm. The payment methodology in Section C.3.of this Contract shall constitute the entire compensation due the Contractor for all goods or services provided under this Contract regardless of the difficulty, materials or equipment required. The payment methodology in Section C.3 and the Travel Compensation provided in Section C.4.shall constitute the entire compensation due the Contractor for all goods or services provided under this Contract regardless of the difficulty, materials or equipment required. The payment methodology includes all applicable taxes, fees, overhead, and all other direct or indirect costs incurred or to be incurred by the Contractor.

C.3. Payment Methodology. The Contractor shall be compensated based on the payment methodology for goods or services authorized by the State in a total amount as set forth in Section C.1.

a. The Contractor's compensation shall be contingent upon the satisfactory provision of goods or services as set forth in Section A.

b. The Contractor shall be compensated based upon the following payment methodology:

Service Description* **Reference A.5**	**Amount** (rate per hour)
Account Executive	$ _.__ /per hour
Administrative /Clerical/Intern	$ _.__ /per hour
Art Director	$ _.__ /per hour
Copywriter	$ _.__ /per hour
Creative Director	$ _.__ /per hour
Digital Services	$ _.__ /per hour
Illustration	$ _.__ /per hour
Graphic Designer	$ _.__ /per hour
Media Placement Services	$ _.__ /per hour
Photo Retouching	$ _.__ /per hour
Production Supervisor	$ _.__ /per hour

Public Relations	$ _.__ /per hour
Media Buys (Print and Broadcast) %	Mark-up not to exceed _._%
Banners, Signage, Booths, etc.	At Cost – No mark-up
Talent and Media Production (film, lighting, make-up, dubs)	At Cost – No mark-up

C.4. Travel Compensation. Compensation to the Contractor for travel, meals, or lodging shall be subject to amounts and limitations specified in the current "State Comprehensive Travel Regulations." Compensation to the Contractor for travel, meals, or lodging shall be limited to travel, meals, or lodging preapproved by the State for talent as detailed in Sections A.3, A.7, and A.11.

The Contractor must include (in addition to other invoice requirements of this Contract) a complete itemization of requested travel compensation and appropriate documentation and receipts as required by the "State Comprehensive Travel Regulations."

C.5. Invoice Requirements. The Contractor shall invoice the State only for goods delivered and accepted by the State or services satisfactorily provided at the amounts stipulated in Section C.3., above. Contractor shall submit invoices and necessary supporting documentation, no more frequently than once a month, and no later than thirty (30) days after goods or services have been provided to the following address:

Governor's Highway Safety Office
James K. Polk Building, 18th Floor
505 Deaderick Street
Nashville, TN 37243

a. Each invoice, on Contractor's letterhead, shall clearly and accurately detail all of the following information (calculations must be extended and totaled correctly):

(1) Invoice number (assigned by the Contractor);
(2) Invoice date;
(3) Contract number (assigned by the State);
(4) Customer account name: Tennessee Department of Transportation, Governor's Highway Safety Office;
(5) Customer account number (assigned by the Contractor to the above-referenced Customer);
(6) Contractor name;
(7) Contractor Tennessee Edison registration ID number;
(8) Contractor contact for invoice questions (name, phone, or email);
(9) Contractor remittance address;
(10) Description of delivered goods or services provided and invoiced, including identifying information as applicable;
(11) Number of delivered or completed units, increments, hours, or days as applicable, of each good or service invoiced;
(12) Applicable payment methodology (as stipulated in Section C.3.) of each good or service invoiced;
(13) Amount due for each compensable unit of good or service; and
(14) Total amount due for the invoice period.

b. Contractor's invoices shall:

(1) Only include charges for goods delivered or services provided as described in Section A and in accordance with payment terms and conditions set forth in Section C;
(2) Only be submitted for goods delivered or services completed and shall not include any charge for future goods to be delivered or services to be performed;
(3) Not include Contractor's taxes, which includes without limitation Contractor's sales and use tax, excise taxes, franchise taxes, real or personal property taxes, or income taxes; and
(4) Include shipping or delivery charges only as authorized in this Contract.
(5) Include supporting documentation for the reimbursed expenditures must include the following itemization of the charges being billed: employee name, rate of pay, date(s) worked, number of hours invoiced and total amount invoiced for that employee
(6) Include copies of sub-consultant invoices. Sub- consultant charges shall be listed as a separate item on the front page of the invoice. Sub-consultant invoices shall contain the same level of detail as described herein for Contractor invoices. Proof of payment shall be included.
(7) Include copies of receipts for business expenses.
(8) Include the following details for Mileage, Travel Expenses, & Meals –
   i. Mileage logs containing the following information – The employee name, date(s) of travel, beginning and ending location, number of miles, and purpose of travel
   ii. Copies of receipts for travel expenses and meals being charged. *Note: travel expenses (meals, per diems, hotel rates, etc.) must be in accordance with the State of TN Travel regulations.
   iii. Car rental receipts and hotel receipts must be a zero balance receipt or be accompanied with a copy of the credit card statement with the transaction marked accordingly.
   iv. Hotel receipts must show the room rate.
   v. There must be detailed receipt in order to reimburse for meals/per diem. (Overnight travel with 75% per diem first and last day of travel).
   vi. Costs of hotel room and/or per diem must follow State regulations. If out of state travel, justification/explanation for out of state travel is required, and CONUS rates can be used.
   vii. ALL receipts must be legible. No "highlighting" that may result in redact on copies printed.

c. The timeframe for payment (or any discounts) begins only when the State is in receipt of an invoice that meets the minimum requirements of this Section C.5.

C.6. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any payment, invoice, or other matter. A payment by the State shall not be construed as acceptance of goods delivered, any part of the services provided, or as approval of any amount invoiced.

C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment that is determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, to not constitute proper compensation for goods delivered or services provided.

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 that are or shall become due and payable to the State of Tennessee by the Contractor.

C.9. Prerequisite Documentation. The Contractor shall not invoice the State under this Contract until the State has received the following, properly completed documentation.

a. The Contractor shall complete, sign, and present to the State an "Authorization Agreement for Automatic Deposit Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once this form is received by the State, 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.

b. The Contractor shall complete, sign, and present to the State a "Substitute W-9 Form" provided by the State. The taxpayer identification number in the Substitute W-9 Form must be the same as the Contractor's Federal Employer Identification Number or Tennessee Edison Registration ID.

D. MANDATORY TERMS AND CONDITIONS:

D.1. Required Approvals. The State is not bound by this Contract until it is duly approved by the Parties and all appropriate State officials in accordance with applicable Tennessee laws and regulations. Depending upon the specifics of this Contract, this may include approvals by the Commissioner of Finance and Administration, the Commissioner of Human Resources, the Comptroller of the Treasury, and the Chief Procurement Officer. Approvals shall be evidenced by a signature or electronic approval.

D.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. All communications, regardless of method of transmission, shall be addressed to the respective Party at the appropriate mailing address, facsimile number, or email address as stated below or any other address provided in writing by a Party.

The State:

Kendell Poole, Director
Tennessee Department of Transportation
505 Deaderick Street, 18th Floor
Nashville, TN 37243
Telephone # (615) 741-2589
FAX # (615) 253-5523

The Contractor:

Contractor Contact Name & Title
Contractor Name
Address
Email Address
Telephone # Number
FAX # Number

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

D.3. Modification and Amendment. This Contract may be modified only by a written amendment signed by all Parties and approved by all applicable State officials.

D.4. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State or federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Contract upon written notice to the Contractor. The State's exercise of its right to terminate this Contract shall not constitute a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. If the State terminates this Contract due to lack of funds availability, the Contractor shall be entitled to compensation for all conforming goods requested and accepted by the State and for all satisfactory and authorized services completed as of the termination date. Should the State exercise its right to terminate this Contract due to unavailability of funds, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages of any description or amount.

D.5. Termination for Convenience. The State may terminate this Contract for convenience without cause and for any reason. The State shall give the Contractor at least thirty (30) days written notice before the termination date. The Contractor shall be entitled to compensation for all conforming goods delivered and accepted by the State or for satisfactory, authorized services completed as of the termination date. In no event shall the State be liable to the Contractor for compensation for any goods neither requested nor accepted by the State or for any services neither requested by the State nor satisfactorily performed by the Contractor. In no event shall the State's exercise of its right to terminate this Contract for convenience relieve the Contractor of any liability to the State for any damages or claims arising under this Contract.

D.6. 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 materially violates any terms of this Contract ("Breach Condition"),the State shall have the right to immediately terminate the Contract and withhold payments in excess of compensation for completed services or provided goods. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any Breach Condition and the State may seek other remedies allowed at law or in equity for breach of this Contract.

D.7. Assignment and Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the goods or services provided under this Contract without the prior written approval of the State. Notwithstanding any use of the approved subcontractors, the Contractor shall be the prime contractor and responsible for compliance with all terms and conditions of this Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving an assignment of this Contract in whole or in part or the use of subcontractors in fulfilling the Contractor's obligations under this Contract.

D.8. Conflicts of Interest. The Contractor warrants that no part of the Contractor's compensation 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 under this Contract.

The Contractor acknowledges, understands, and agrees that this Contract shall be null and void if the Contractor is, or within the past six (6) months has been, an employee of the State of Tennessee or if the Contractor is an entity in which a controlling interest is held by an individual who is, or within the past six (6) months has been, an employee of the State of Tennessee.

D.9. 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 handicap or disability, age, race, creed, color, religion, sex, national origin, or any other classification protected by federal or state law. The Contractor shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

D.10. Prohibition of Illegal Immigrants. The requirements of Tenn. Code Ann. § 12-3-309 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 agrees 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 Attachment2, semi-annually during the Term. If the Contractor is a party to more than one contract with the State, the Contractor may submit one attestation that applies to all contracts with the State. All Contractor 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 Term, 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 under this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work under this Contract. Attestations obtained from 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. Contractor's 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 Tenn. Code Ann. § 12-3-309 for acts or omissions occurring after its effective date.

e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not: (i) a United States citizen; (ii) a Lawful Permanent Resident; (iii) a person whose physical presence in the United States is authorized; (iv) allowed by the federal Department of Homeland Security and who, under federal immigration laws or regulations, is authorized to be employed in the U.S.; or (v) is otherwise authorized to provide services under the Contract.

D.11. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, for work performed or money received under this Contract, shall be maintained for a period of five (5) 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.12. 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.13. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.

D.14. Strict Performance. Failure by any Party to this Contract to require, in any one or more cases, 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 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.

D.15. Independent Contractor. The Parties shall not act as employees, partners, joint venturers, or associates of one another. The Parties are independent contracting entities. Nothing in this Contract shall be construed to create an employer/employee relationship or to allow either Party 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 are not employees or agents of the other Party.

D.16 Patient Protection and Affordable Care Act. The Contractor agrees that it will be responsible for compliance with the Patient Protection and Affordable Care Act ("PPACA") with respect to itself and its employees, including any obligation to report health insurance coverage, provide health insurance coverage, or pay any financial assessment, tax, or penalty for not providing health insurance. The Contractor shall indemnify the State and hold it harmless for any costs to the State arising from Contractor's failure to fulfill its PPACA responsibilities for itself or its employees.

D.17. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Contract. In no event will the State be liable to the Contractor or any other party for any lost revenues, lost profits, loss of business, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Contract or otherwise. The State's total liability under this Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability. This limitation of liability is cumulative and not per incident.

D.18. Limitation of Contractor's Liability. In accordance with Tenn. Code Ann. § 12-3-701, the Contractor's liability for all claims arising under this Contract shall be limited to an amount equal to two (2) times the Maximum Liability amount detailed in Section C.1. and as may be amended, PROVIDED THAT in no event shall this Section limit the liability of the Contractor for intentional torts, criminal acts, fraudulent conduct, or omissions that result in personal injuries or death.

D.19. Hold Harmless. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys for the State to enforce the terms of this Contract.

In the event of any suit or claim, the Parties shall give each other immediate notice and provide all necessary assistance to respond. The failure of the State to give notice shall only relieve the Contractor of its obligations under this Section to the extent that the Contractor can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Contractor, through its attorneys, the right to represent the State in any legal matter, as the right to represent the State is governed by Tenn. Code Ann. § 8-6-106.

D.20. HIPAA Compliance. The State and Contractor shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Health Information Technology for Economic and Clinical Health ("HITECH") Act and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Contract.

a. Contractor warrants to the State that it is familiar with the requirements of the Privacy Rules, and will comply with all applicable requirements in the course of this Contract.

b. Contractor warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of the Contract so that both parties will be in compliance with the Privacy Rules.

c. The State and the Contractor will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and Contractor in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the parties under this Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the parties to receive or deliver the information without entering into a business associate agreement or signing another document.

d. The Contractor will indemnify the State and hold it harmless for any violation by the Contractor or its subcontractors of the Privacy Rules. This includes the costs of responding to a breach of protected health information, the costs of responding to a government enforcement action related to the breach, and any fines, penalties, or damages paid by the State because of the violation.

D.21. Tennessee Consolidated Retirement System. Subject to statutory exceptions contained in Tenn. Code Ann. §§ 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 under Tenn. Code Ann. §§ 8-35-101, *et seq.*, 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, if a retired member of TCRS, may be required to repay to TCRS the amount of retirement benefits the Contractor received from TCRS during the Term.

D.22 Tennessee Department of Revenue Registration. The Contractor shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Contract.

D.23. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;

b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and

d. have not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Contractor shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified.

D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the Party except to the extent that the non-performing Party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either Party from its obligations under this Contract. Except as set forth in this Section, any failure or delay by a Party in the performance of its obligations under this Contract arising from a Force Majeure Event is not a default under this Contract or grounds for termination. The non-performing Party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the Party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Contractor's representatives, suppliers, subcontractors, customers or business apart from this Contract is not a Force Majeure Event under this Contract. Contractor will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Contractor's performance longer than forty-eight (48) hours, the State may, upon notice to Contractor: (a) cease payment of the fees until Contractor resumes performance of the affected obligations; or (b) immediately terminate this Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Contractor will not increase its charges under this Contract or charge the State any fees other than those provided for in this Contract as the result of a Force Majeure Event.

D.25. State and Federal Compliance. The Contractor shall comply with all applicable state and federal laws and regulations in the performance of this Contract.

D.26. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Tennessee Claims Commission or the state or federal courts in Tennessee shall be the venue for all claims, disputes, or disagreements arising under this Contract. The Contractor acknowledges and agrees that any rights, claims, or remedies against the State of Tennessee or its employees arising under this Contract shall be subject to and limited to those rights and remedies available under Tenn. Code Ann. §§ 9-8-101 - 407.

D.27. Entire Agreement. This Contract is complete and contains the entire understanding between the Parties relating to its subject matter, 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, whether written or oral.

D.28. 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 of this Contract shall not be affected and shall remain in full force and effect. The terms and conditions of this Contract are severable.

D.29. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

D.30. Incorporation of Additional Documents. Each of the following documents is included as a part of this Contract by reference. In the event of a discrepancy or ambiguity regarding the Contractor's

duties, responsibilities, and performance under this Contract, these items shall govern in order of precedence below:

a. any amendment to this Contract, with the latter in time controlling over any earlier amendments;
b. this Contract with any attachments or exhibits (excluding the items listed at subsections c. through f., below);
c. any clarifications of or addenda to the Contractor's proposal seeking this Contract;
d. the State solicitation, as may be amended, requesting responses in competition for this Contract;
e. any technical specifications provided to respondents during the procurement process to award this Contract; and,
f. the Contractor's response seeking 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, the special terms and conditions shall be subordinate to the Contract's other terms and conditions.

E.2. 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) Workers' Compensation/ Employers' Liability (including all states coverage) with a limit not less than the relevant statutory amount or one million dollars ($1,000,000) per occurrence for employers' liability whichever is greater.

(2) 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 one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate.

(3) Automobile Coverage (including owned, leased, hired, and non-owned vehicles) with a bodily injury/property damage combined single limit not less than one million dollars ($1,000,000) per occurrence.

(4) Errors and Omission Coverage with a limit of not less than one million dollars ($1,000,000) per claim and two million dollars ($2,000,000) aggregate.

c. The Contractor shall provide a valid Certificate of Insurance naming the State as an additional insured and 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. Contractor shall obtain from Contractor's insurance carrier(s) and will deliver to the State waivers of the subrogation rights under the respective policies. Failure to provide required evidence of insurance coverage shall be a material breach of this Contract.

E.3. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Contractor to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Contractor due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Contractor shall take all necessary steps to safeguard the

confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section shall survive the termination of this Contract.

E.4. Printing Authorization. The Contractor agrees that no publication coming within the jurisdiction of Tenn. Code Ann. §§ 12-7-101, *et. seq*., shall be printed pursuant to this Contract unless a printing authorization number has been obtained and affixed as required by Tenn. Code Ann.§ 12-7-103 (d).

E.5. State Ownership of Goods. The State shall have ownership, right, title, and interest in all goods provided by Contractor under this Contract including full rights to use the goods and transfer title in the goods to any third parties.

E.6. Ownership of Software and Work Products.

a. Definitions.

(1) "Contractor-Owned Software," shall mean commercially available software the rights to which are owned by Contractor, including but not limited to commercial "off-the-shelf" software which is not developed using State's money or resources.

(2) "Custom-Developed Application Software," shall mean customized application software developed by Contractor solely for State.

(3) "Rights Transfer Application Software," shall mean any pre-existing application software owned by Contractor or a third party, provided to State and to which Contractor will grant and assign, or will facilitate the granting and assignment of, all rights, including the source code, to State.

(4) "Third-Party Software," shall mean software not owned by the State or the Contractor.

(5) "Work Product," shall mean all deliverables exclusive of hardware, such as software, software source code, documentation, planning, etc., that are created, designed, developed, or documented by the Contractor exclusively for the State during the course of the project using State's money or resources, including Custom-Developed Application Software. If the deliverables under this Contract include Rights Transfer Application Software, the definition of Work Product shall also include such software. Work Product shall not include Contractor-Owned Software or Third-Party Software.

b. Rights and Title to the Software

(1) All right, title and interest in and to the Contractor-Owned Software shall at all times remain with Contractor, subject to any license granted under this Contract.

(2) All right, title and interest in and to the Work Product, and to modifications thereof made by State, including without limitation all copyrights, patents, trade secrets and other intellectual property and other proprietary rights embodied by and arising out of the Work Product, shall belong to State. To the extent such rights do not automatically belong to State, Contractor hereby assigns, transfers, and conveys all right, title and interest in and to the Work Product, including without limitation the copyrights, patents, trade secrets, and other intellectual property rights arising out of or embodied by the Work Product. Contractor and its employees, agents, contractors or representatives shall execute any other

documents that State or its counsel deem necessary or desirable to document this transfer or allow State to register its claims and rights to such intellectual property rights or enforce them against third parties.

(3) All right, title and interest in and to the Third-Party Software shall at all times remain with the third party, subject to any license granted under this Contract.

c. The Contractor may use for its own purposes the general knowledge, skills, experience, ideas, concepts, know-how, and techniques obtained and used during the course of performing under this Contract. The Contractor may develop for itself, or for others, materials which are similar to or competitive with those that are produced under this Contract.

E.7. Reimbursement. This Contract provides for reimbursement of the cost of goods, materials, supplies, equipment, or contracted services. Any goods, materials, supplies, equipment or contracted services procured by Contractor under this Contract shall be procured on a competitive basis when practicable. The Contractor shall maintain documentation supporting Contractor's request for reimbursement. In each instance where it is determined that use of a competitive procurement method was not practicable, Contractor shall seek approval of the Commissioner to procure by non-competitive procurement as a condition for reimbursement.

E.8. State Furnished Property. The Contractor shall be responsible for the correct use, maintenance, and protection of all articles of nonexpendable, tangible personal property furnished by the State for the Contractor's use under this Contract. Upon termination of this Contract, all property furnished by the State shall be returned to the State in the same condition as when received, less reasonable wear and tear. Should the property be destroyed, lost, or stolen, the Contractor shall be responsible to the State for the fair market value of the property at the time of loss.

E.9. Work Papers Subject to Review. The Contractor shall make all audit, accounting, or financial analysis work papers, notes, and other documentation available for review by the Comptroller of the Treasury or his representatives, upon request, during normal working hours either while the analysis is in progress or subsequent to the completion of this Contract.

E.10. Lobbying. The Contractor certifies, to the best of its knowledge and belief, that:

a. No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

c. The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

E.11. 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 Response to Solicitation Number 40100-07316 (Attachment 3) 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 Tennessee service-disabled veterans. Such reports shall be provided to the State of Tennessee Governor's Office of Diversity Business Enterprise in the required form and substance.

E.12. Federal Funding Accountability and Transparency Act (FFATA). This Contract requires the Contractor to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Contractor is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the Contractor provides information to the State as required.

The Contractor shall comply with the following:

a. Reporting of Total Compensation of the Contractor's Executives.

(1) The Contractor shall report the names and total compensation of each of its five most highly compensated executives for the Contractor's preceding completed fiscal year, if in the Contractor's preceding fiscal year it received:

i. 80 percent or more of the Contractor's annual gross revenues from federal procurement contracts and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub awards); and
ii. $25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and sub awards); and
iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.).

As defined in 2 C.F.R. § 170.315, "Executive" means officers, managing partners, or any other employees in management positions.

(2) Total compensation means the cash and noncash dollar value earned by the executive during the Contractor's preceding fiscal year and includes the following (for more information see 17 C.F.R. § 229.402(c)(2)):

i. Salary and bonus.
ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

v. Above-market earnings on deferred compensation which is not tax qualified.

vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

b. The Contractor must report executive total compensation described above to the State by the end of the month during which this Contract is awarded.

c. If this Contract is amended to extend the Term, the Contractor must submit an executive total compensation report to the State by the end of the month in which the term extension becomes effective.

d. The Contractor will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this Contract. More information about obtaining a DUNS Number can be found at: http://fedgov.dnb.com/webform/

The Contractor's failure to comply with the above requirements is a material breach of this Contract for which the State may terminate this Contract for cause. The State will not be obligated to pay any outstanding invoice received from the Contractor unless and until the Contractor is in full compliance with the above requirements.

IN WITNESS WHEREOF,

CONTRACTOR LEGAL ENTITY NAME:

CONTRACTORSIGNATURE **DATE**

PRINTED NAME AND TITLE OF CONTRACTORSIGNATORY (above)

TENNESSEE DEPARTMENT OF TRANSPORTATION:

JOHN SCHROER, COMMISSIONER **DATE**

JOHN REINBOLD, GENERAL COUNSEL **DATE**

APPROVED AS TO FORM AND LEGALITY

Media Services Job Descriptions

Account Executive
Serves as the liaison between the agency support staff and its client. Specific responsibilities include client communication, project management, budget tracking, and facilitation of all campaigns.

Administrative/Clerical/Intern
Responsible for generating paperwork to initiate the opening of jobs, shipping and receiving of materials to clients and vendors, making photo copies, accurate accounting of time keeping for all projects, purchase orders to outside vendors, generation of monthly invoices, and various other clerical and administrative functions.

Art Director
Responsible for collaborating with the creative team to generate campaign concepts and execution of creation of concepts. Applies campaign components to media forms such as print, broadcast and collateral.

Copywriter
Member of the creative team and responsible for collaborating with the group to generate copy and messages that meet the campaign goals.

Creative Director
Serves as the department head in leading the creative process. Supervises all art directors and copywriters.

Digital Services
Digital file preparation to insure creative and artwork file formats are compatible for use with various external vendors such as print suppliers.

Illustration
Creation of original artwork via a computer generated or hand drawn images.

Graphic Designer
Creates the graphics primarily for published, printed or electronic media, such as brochures and advertising.

Media Placement Services
Research, planning and buying of paid and non-paid media at the statewide level.

Photo Retouching
Adjusting color, sizing, image imperfections, and other attributes to make the photo campaign ready.

Production Supervisor
Management of all trafficking projects through the agency with external vendors, for the timely completion of all campaign deliverables. Responsible for managing external purchases and securing a minimum of three outside production estimates pertinent to each campaign project to insure projects at or below budget allocated for each project.

Public Relations
Manages the flow of information between an individual or an organization and the public to persuade the public, partners and other stakeholders to adopt or maintain a certain point of view.

***Pro Forma* ATTACHMENT 2**

(Fill out only by selected Contractor)

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

SUBJECT CONTRACT NUMBER:	
CONTRACTOR LEGAL ENTITY NAME:	
FEDERAL EMPLOYER IDENTIFICATION NUMBER (or Social Security number)	

The Contractor, identified above, does hereby attest, certify, warrant, and assure that 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.

CONTRACTOR SIGNATURE

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

PRINTED NAME AND TITLE OF SIGNATORY

DATE OF ATTESTATION

(Fill out only by selected Contractor)

SAMPLE LETTER OF DIVERSITY COMMITMENT

(Company Letterhead/Logo)

(Address)

(Date)

(Salutation),

(Company Name)is committed to achieving or surpassing a goal of (numeral) percent spend with certified diversity business enterprise firms on State of Tennessee contract # (Edison document #). Diversity businesses are defined as those that are owned by minority, women, small business and Tennessee service-disabled veterans which are certified by the Governor's Office of Diversity Business Enterprise (Go-DBE).

We confirm our commitment of (percentage) participation on the (Contract) by using the following diversity businesses:

(i) Name and ownership characteristics (i.e., ethnicity, gender, Tennessee service-disabled veteran) of anticipated diversity subcontractors and suppliers:

_____

(ii) Participation estimates (expressed as a percent of the total contract value to be dedicated to diversity subcontractors and suppliers):
_____%.

(iii) Description of anticipated services to be performed by diversity subcontractors and suppliers:

_____

_____

We accept that our commitment to diversity advances the State's efforts to expand opportunity of diversity businesses to do business with the State as contractors and sub-contractors.

Further, we commit to:

1. Using applicable reporting tools that allow the State to track and report purchases from businesses owned by minority, women, Tennessee service-disabled veterans and small business.

2. Reporting quarterly to the Go-DBE office the dollars spent with certified diversity businesses owned by minority, women, Tennessee service-disabled veterans and small business accomplished under contract # (Edison number).

(Company Name)is committed to working with the Go-DBE office to accomplish this

goal.

Regards,

(Company authority – signature and title)