
REQUEST FOR PROPOSALS

For the Project Titled:
Exhibit Fabricator for the New Tennessee State Museum

SBC NUMBER: 529/050-01-2015

STATE OF TENNESSEE
Department of General Services



Release Date: November 18, 2015



REQUEST FOR PROPOSALS

for

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1. INTRODUCTION

1.1. Statement of Procurement Purpose

The State of Tennessee, Department of General Services, State of Tennessee Real Estate Asset Management ("STREAM"), hereinafter referred to as "the State," has issued this Request for Proposals (RFP) to define minimum contract requirements; solicit responses; detail response requirements; and, outline the State's process for evaluating responses and selecting a contractor to provide the needed services.

Through this RFP, the State seeks to procure necessary 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, an opportunity to do business with the State as contractors, subcontractors or suppliers.

Tennessee statutes (T.C.A. 4-15-101, et. seq.) empower the State Building Commission ("SBC") to advertise and award construction contracts for the improvement to real property for the State of Tennessee. The Commission will follow the procedure as herein described, in order to achieve maximum competition among qualified Respondents and to obtain the highest level of quality at the best price for State projects "utilizing procedures that promote competition to the greatest extent possible".

1.2. Project Description

The State of Tennessee seeks responses from qualified companies interested in providing Exhibit Fabricator services for a New State Museum project. The New State Museum is expected to be 130,000 gross square feet with planning for future expansion. The exhibition space constitutes 49,000 net square feet. The opening date of the new museum is to be no later than June 2018.

The State has procured the services of an Exhibit Designer and the Exhibit Fabricator will be required to work closely with the Exhibit Designer.

The State has procured the services of Compass Partners who will serve as Project Manager Acting as Agent ("PMaA") to oversee the project on the State's behalf. Lord Cultural Resources ("Lord") is under contract with the PMaA, and will serve as museum consultant for this project. Lord was previously contracted by the State to complete the original Master Plan for the Project.

EOA Architects and HGA Architects have been selected to design the new museum, Gallagher & Associates has been selected to provide exhibit design services, and the State has selected Turner Construction as Construction Manager / General Contractor ("CM/GC") who will be responsible for the construction of the building.

The Exhibit Fabricator will be responsible for delivering a world-class, interactive and engaging exhibition experience that tells the story of the State. The services of the Exhibit Fabricator include, but are not limited to, pre-fabrication services, fabrication, and installation of the exhibitions. A detailed scope of services anticipated for the Exhibit Fabricator is set forth in Attachment B of the *Pro Forma* Contract which is included with this RFP as Attachment 6.6. Respondents should be companies with experience providing Exhibit Fabricator services on similar scale and profile projects with success in ensuring projects are: delivered on time and within budget; sustainably constructed; and able to be easily and cost effectively maintained.

In order to avoid any potential conflicts of interest, neither the company nor any affiliates of the company providing Exhibit Fabricator services will be permitted to perform any other services on the New State Museum project.

1.3. **Project Location and Budget**

The New State Museum shall be located on the northwest corner of the Bicentennial Mall in Nashville, Davidson County, Tennessee. .

The estimated budget for the Exhibit Fabricator's services is \$27,205,000.00

1.4. **Scope of Service, Contract Period, & Required Terms and Conditions**

The RFP Attachment 6.6., *Pro Forma* Contract, and Contract Attachments, details the State's requirements.

The *Pro Forma* contract substantially represents the contract document that the successful Respondent must sign.

1.5. **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 Contractor on the grounds of handicap or disability, age, race, creed, 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 Contractor pursuant to this solicitation shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

1.6. **RFP Communications**

1.6.1. The State has assigned the following RFP identification number that must be referenced in all communications regarding this RFP:

SBC PROJECT 529/050-01-2015

1.6.2. **Unauthorized contact about this RFP with employees or officials of the State of Tennessee except as detailed below may result in disqualification from consideration under this procurement process.**

1.6.2.1. Prospective Respondents must direct communications concerning this RFP to the following person designated as the Solicitation Coordinator:

Nickie Smith, Solicitation Coordinator
Department of General Services
Central Procurement Office, 3rd Floor
William R. Snodgrass Tennessee Tower
312 Rosa L. Parks Avenue
Nashville, TN 37243
Phone: (615) 532-7475
Email: Nickie.Smith@TN.Gov

1.6.2.2. Notwithstanding the foregoing, Prospective Respondents may alternatively contact:

- a. staff of the Governor's Office of Diversity Business Enterprise for assistance available to minority-owned, woman-owned, Tennessee service-disabled veteran owned, and small businesses as well as general, public information relating to this RFP (visit www.tn.gov/businessopp/ for contact information); and

- b. 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:

Pamela Fitzpatrick
Department of General Services
William R. Snodgrass Tennessee Tower, 22nd Floor
312 Rosa L. Parks Avenue
Nashville, TN 37243
(615) 253-2561
Email: Pamela.Fitzpatrick@tn.gov

- 1.6.3. Only the State's official, written responses and communications with Respondents are binding with regard to this RFP. Oral communications between a State official and one or more Respondents are unofficial and non-binding.
- 1.6.4. Potential Respondents must ensure that the State receives all written questions and comments, including questions and requests for clarification, no later than the Written Questions & Comments Deadline detailed in the RFP Section 2, Schedule of Events.
- 1.6.5. Respondents must assume the risk of the method of dispatching any communication or response to the State. The State assumes no responsibility for delays or delivery failures resulting from the Respondent's method of dispatch. Actual or digital "postmarking" of a communication or response to the State by a specified deadline is not a substitute for the State's actual receipt of a communication or response.
- 1.6.6. The State will convey all official responses and communications related to this RFP to the prospective Respondents from whom the State has received a Notice of Intent to Respond (refer to RFP Section 1.10.).
- 1.6.7. The State reserves the right to determine, at its sole discretion, the method of conveying official, written responses and communications related to this RFP. Such written communications may be transmitted by mail, hand-delivery, facsimile, electronic mail, Internet posting, or any other means deemed reasonable by the State. For internet posting, please refer to the following website: <http://www.tn.gov/generalservices/article/request-for-proposals>
- 1.6.8. The State reserves the right to determine, at its sole discretion, the appropriateness and adequacy of responses to written comments, questions, and requests related to this RFP. The State's official, written responses will constitute an amendment of this RFP.
- 1.6.9. Any data or factual information provided by the State (in this RFP, an RFP amendment or any other communication relating to this RFP) is for informational purposes only. The State will make reasonable efforts to ensure the accuracy of such data or information; however it is the Respondent's obligation to independently verify any data or information provided by the State. The State expressly disclaims the accuracy or adequacy of any information or data that it provides to prospective Respondents.

1.7. **Assistance to Respondents with a Handicap or Disability**

Prospective Respondents with a handicap or disability may receive accommodation relating to the communication of this RFP and participating in the RFP process. Prospective Respondents may contact the Solicitation Coordinator to request such reasonable accommodation no later than the Disability Accommodation Request Deadline detailed in the RFP Section 2, Schedule of Events.

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

- 1.8.1. Each prospective Respondent must carefully review this RFP, including but not limited to, attachments, the RFP Attachment 6.6., *Pro Forma* Contract, and any amendments, for questions, comments, defects, objections, or any other matter requiring clarification or correction (collectively called “questions and comments”).
- 1.8.2. Any prospective Respondent having questions and comments concerning this RFP must provide them in writing to the State no later than the Written Questions & Comments Deadline detailed in the RFP Section 2, Schedule of Events.
- 1.8.3. Protests based on any objection to the RFP 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.

1.9. **Pre-Response Conference**

A Pre-Response Conference will be held at the time and date detailed in the RFP Section 2, Schedule of Events. Pre-Response Conference attendance is not mandatory, and prospective Respondents may be limited to a maximum number of attendees depending upon overall attendance and space limitations.

The conference will be held at:

William R. Snodgrass Tennessee Tower
3rd Floor, Conference Room D
312 Rosa L. Parks Avenue
Nashville, TN 37243

Below is a bridge line for those that need to dial-in:

- Local callers dial: 615-253-8313
- Long distance callers dial: 1-855-543-5040
(No pin number is required)

The purpose of the conference is to discuss the RFP and scope of services. The State will entertain questions, however prospective Respondents must understand that the State’s oral response to any question at the Pre-Response Conference shall be unofficial and non-binding. Prospective Respondents must submit all questions, comments, or other concerns regarding the RFP in writing prior to the Written Questions & Comments Deadline date detailed in the RFP Section 2, Schedule of Events. The State will send the official response to these questions and comments to prospective Respondents from whom the State has received a Notice of Intent to respond as indicated in RFP Section 1.10. and on the date detailed in the RFP Section 2, Schedule of Events.

Attendees should allow sufficient time to locate vehicle parking, and to obtain a visitor’s badge at the security station. Each visitor must present proper photo identification, such as a valid driver’s license.

1.10. **Notice of Intent to Respond**

Before the Notice of Intent to Respond Deadline detailed in the RFP Section 2, Schedule of Events, prospective 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

A Notice of Intent to Respond creates no obligation and is not a prerequisite for submitting a response, however, it is necessary to ensure receipt of any RFP amendments or other notices and communications relating to this RFP.

1.11. Response Deadline

A Respondent must ensure that the State receives a response no later than the Response Deadline time and date detailed in the RFP Section 2, Schedule of Events. A response must respond, as required, to this RFP (including its attachments) as may be amended. The State will not accept late responses, and a Respondent's failure to submit a response before the Response Deadline will result in disqualification of the response. It is the responsibility of the Respondent to ascertain any additional security requirements with respect to packaging and delivery to the State of Tennessee. Respondents should be mindful of any potential delays due to security screening procedures, weather, or other filing delays whether foreseeable or unforeseeable.

2. RFP SCHEDULE OF EVENTS

2.1. The following RFP Schedule of Events represents the State's best estimate for this RFP.

EVENT	TIME (central time zone)	DATE (all dates are state business days)
1. RFP Issued		November 18, 2015
2. Disability Accommodation Request Deadline		November 24, 2015
3. Pre-Response Conference	11:00 a.m.	December 4, 2015
4. Notice of Intent to Respond Deadline		December 7, 2015
5. Written "Questions & Comments" Deadline	2:00 p.m.	December 10, 2015
6. State Response to Written "Questions & Comments"		December 17, 2015
7. Response Deadline	2:00 p.m.	January 20, 2016
8. State Completion of Technical Response Evaluations (Part One)		January 26, 2016
9. Notification Short Listed Respondents to Interview		January 27, 2016
10. Interviews		February 8, 2016 & February 9, 2016
11. State Completion of Technical Response Evaluations (Part Two - Interviews) and Total Technical Score	4:00 p.m.	February 9, 2016
12. State Opening & Scoring of Cost Proposals		February 10, 2016
13. State Notice of Intent to Award Released <u>and</u> RFP Files Opened for Public Inspection		February 11, 2016
14. Executive Subcommittee Building Commission (ESC) Approval Sought		February 22, 2016
15. State sends contract to Contractor for signature		February 22, 2016
16. Contractor Signature Deadline		February 29, 2016

2.2. **The State reserves the right, at its sole discretion, to adjust the RFP Schedule of Events as it deems necessary.** Any adjustment of the Schedule of Events before the Notice of Intent to award is released shall constitute an RFP amendment, and the State will communicate such to prospective Respondents from whom the State has received a Notice of Intent to Respond (refer to section 1.10.).

3. RESPONSE REQUIREMENTS

3.1. Response Form

A response to this RFP must consist of two parts, a Technical Response and a Cost Proposal.

- 3.1.1. **Technical Response.** RFP Attachment 6.2., Technical Response & Evaluation Guide provides the specific requirements for submitting a response. This guide includes mandatory requirement items, general qualifications and experience items, and technical qualifications, experience, and approach items all of which must be addressed with a written response and, in some instances, additional documentation.

NOTICE: A technical response should not include any pricing or cost information related to this project. If any pricing or cost information amounts related to this project are included in any part of the technical response, the State may deem the proposal to be non-responsive and reject it.

- 3.1.1.1. A Respondent must use the RFP Attachment 6.2., Technical Response & Evaluation Guide to organize, reference, and draft the Technical Response by duplicating the attachment, adding appropriate page numbers as required, and using the guide as a table of contents covering the Technical Response.
- 3.1.1.2. A response should be economically prepared, with emphasis on completeness and clarity. A response, as well as any reference material presented, must be written in English and must be written on standard 8 ½" x 11" pages (although oversized exhibits are permissible) and use a 12 point font for text. All response pages must be numbered.
- 3.1.1.3. All information and documentation included in a Technical Response should respond to or address a specific requirement detailed in the RFP Attachment 6.2., Technical Response & Evaluation Guide. All information must be incorporated into a response to a specific requirement and clearly referenced. Any information not meeting these criteria will be deemed extraneous and will not contribute to evaluations.
- 3.1.1.4. The State may determine a response to be non-responsive and reject it if:
- a. the Respondent fails to organize and properly reference the Technical Response as required by this RFP and the RFP Attachment 6.2., Technical Response & Evaluation Guide; or
 - b. the Technical Response document does not appropriately respond to, address, or meet all of the requirements and response items detailed in the RFP Attachment 6.2., Technical Response & Evaluation Guide.
- 3.1.2. **Cost Proposal.** A Cost Proposal must be recorded on an exact duplicate of the RFP Attachment 6.3., Cost Proposal & Scoring Guide.

All sections of the Cost Proposal must be completed.

NOTICE: If a Respondent fails to submit a cost proposal exactly as required, the State may deem the response to be non-responsive and reject it.

- 3.1.2.1. A Respondent must only record the proposed cost exactly as required by the RFP Attachment 6.3., Cost Proposal & Scoring Guide and must NOT record any other rates, amounts, or information.
- 3.1.2.2. The proposed cost shall incorporate ALL costs for services under the contract for the total contract period, including any renewals or extensions.
- 3.1.2.3. A Respondent must sign and date the Cost Proposal.
- 3.1.2.4. A Respondent must submit the Cost Proposal to the State in a sealed package separate from the Technical Response (as detailed in RFP Sections 3.2.3., *et seq.*).

3.2. Response Delivery

- 3.2.1. A Respondent must ensure that both the original Technical Response and Cost Proposal documents meet all form and content requirements, including all required signatures, as detailed within this RFP.
- 3.2.2. A Respondent must submit original Technical Response and Cost Proposal documents and copies as specified below.

- 3.2.2.1. **One (1)** original of the Technical Response paper document labeled:

“SBC Project No. 529/050-01-2015 TECHNICAL PROPOSAL ORIGINAL”

AND

Ten (10) copies of the Technical Response paper document labeled:

“SBC Project No. 529/050-01-2015 TECHNICAL PROPOSAL COPY”

AND

One (1) digital copy of the Technical Response 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:

“SBC Project No. 529/050-01-2015 TECHNICAL PROPOSAL RESPONSE COPY ORIGINAL”

Any discrepancy between the paper Technical Proposal document and any digital copies may result in the State rejecting the proposal as non-responsive. In the event of a discrepancy between the original Technical Proposal document and the digital copies, the original, signed document will take precedence.

- 3.2.2.2. **One (1)** original Cost Proposal paper document labeled:

“SBC Project No. 529/050-01-2015 COST PROPOSAL ORIGINAL”

AND

One (1) copy in the form of a digital document in “PDF” format properly recorded on separate, blank, standard CD-R recordable disc or USB flash drive labeled:

“SBC Project No. 529/050-01-2015 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.

3.2.3. A Respondent must separate, seal, package, and label the documents and copies for delivery as follows:

3.2.3.1. The Technical Response original document and digital copies must be placed in a sealed package that is clearly labeled:

“DO NOT OPEN... RFP SBC Project 529/050-01-2015 TECHNICAL RESPONSE FROM [RESPONDENT LEGAL ENTITY NAME]”

3.2.3.2. The Cost Proposal original document and digital copy must be placed in a separate, sealed package that is clearly labeled:

“DO NOT OPEN... RFP SBC Project 529/050-01-2015 COST PROPOSAL FROM [RESPONDENT LEGAL ENTITY NAME]”

3.2.3.3. The separately, sealed Technical Response and Cost Proposal components may be enclosed in a larger package for mailing or delivery, provided that the outermost package is clearly labeled:

“RFP SBC Project 529/050-01-2015 SEALED TECHNICAL RESPONSE & SEALED COST PROPOSAL FROM [RESPONDENT LEGAL ENTITY NAME]”

3.2.4. A Respondent must ensure that the State receives a response no later than the Response Deadline time and date detailed in the RFP Section 2, Schedule of Events at the following address:

Nickie Smith, Solicitation Coordinator
Department of General Services
Central Procurement Office, 3rd Floor
William R. Snodgrass Tennessee Tower
312 Rosa L. Parks Avenue
Nashville, TN 37243
Phone: (615) 532-7475

3.3. Response & Respondent Prohibitions

3.3.1. A response must not include alternate contract terms and conditions. If a response contains such terms and conditions, the State, at its sole discretion, may determine the response to be a non-responsive counteroffer and reject it.

3.3.2. A response must not restrict the rights of the State or otherwise qualify either the offer to deliver goods or provide services as required by this RFP or the Cost Proposal. If a response restricts the rights of the State or otherwise qualifies either the offer to deliver goods or provide services as required by this RFP or the Cost Proposal, the State, at its sole discretion, may determine the response to be a non-responsive counteroffer and reject it.

3.3.3. A response must not propose alternative goods or services (*i.e.*, offer services different from those requested and required by this RFP) unless expressly requested in this RFP. The State may consider a response of alternative goods or services to be non-responsive and reject it.

3.3.4. A Cost Proposal must be prepared and arrived at independently and must not involve any collusion between Respondents. The State will reject any Cost Proposal that involves collusion, consultation, communication, or agreement between Respondents. Regardless of the time of

detection, the State will consider any such actions to be grounds for response rejection or contract termination.

- 3.3.5. A Respondent must not provide, for consideration in this RFP process or subsequent contract negotiations, any information that the Respondent knew or should have known was materially incorrect. If the State determines that a Respondent has provided such incorrect information, the State will deem the Response non-responsive and reject it.
- 3.3.6. A Respondent must not submit more than one Technical Response and one Cost Proposal in response to this RFP, except as expressly requested by the State in this RFP. If a Respondent submits more than one Technical Response or more than one Cost Proposal, the State will deem all of the responses non-responsive and reject them.
- 3.3.7. A Respondent must not submit a response as a prime contractor while also permitting one or more other Respondents to offer the Respondent as a subcontractor in their own responses. Such may result in the disqualification of all Respondents knowingly involved. This restriction does not, however, prohibit different Respondents from offering the same subcontractor as a part of their responses (provided that the subcontractor does not also submit a response as a prime contractor).
- 3.3.8. The State shall not consider a response from an individual who is, or within the past six (6) months has been, a State employee. For purposes of this RFP:
 - 3.3.8.1. An individual shall be deemed a State employee until such time as all compensation for salary, termination pay, and annual leave has been paid;
 - 3.3.8.2. A contract with or a response 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
 - 3.3.8.3. A contract with or a response from a company, corporation, or any other contracting entity that employs an individual who is, or within the past six (6) 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.

3.4. **Conflict of Interest**

- 3.4.1. This RFP is also subject to *Tennessee Code Annotated*, Section 12-4-101.
- 3.4.2. This RFP is also subject to State Building Commission Policy and Procedure 12.02, and the Duties and Obligations of the State are subject to Policy 12.02.

3.5. **Response Errors & Revisions**

A Respondent is responsible for any and all response errors or omissions. A Respondent will not be allowed to alter or revise response documents after the Response Deadline time and date detailed in the RFP Section 2, Schedule of Events unless such is formally requested, in writing, by the State.

3.6. **Response Withdrawal**

A Respondent may withdraw a submitted response at any time before the Response Deadline time and date detailed in the RFP Section 2, Schedule of Events by submitting a written request signed by an authorized Respondent representative. After withdrawing a response, a Respondent may submit another response at any time before the Response Deadline. After the Response Deadline, a Respondent may only withdraw all or a portion of a response where the enforcement of the response would impose an unconscionable hardship on the Respondent.

3.7. Response Preparation Costs

The State will not pay any costs associated with the preparation, submittal, or presentation of any response.

4. GENERAL CONTRACTING INFORMATION & REQUIREMENTS

4.1. RFP Amendment

The State at its sole discretion may amend this RFP, in writing, at any time prior to contract award. However, prior to any such amendment, the State will consider whether it would negatively impact the ability of potential Respondents to meet the response deadline and revise the RFP Schedule of Events if deemed appropriate. If a RFP amendment is issued, the State will convey it to potential Respondents who submitted a Notice of Intent to Respond (refer to RFP Section 1.10.). A response must address the final RFP (including its attachments) as amended.

4.2. RFP Cancellation

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

4.3. State Right of Rejection

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

4.3.2. The State may deem as non-responsive and reject any response that does not comply with all terms, conditions, and performance requirements of this RFP. Notwithstanding the foregoing, the State reserves the right to waive, at its sole discretion, minor variances from full compliance with this RFP. If the State waives variances in a response, such waiver shall not modify the RFP requirements or excuse the Respondent from full compliance, and the State may hold any resulting Contractor to strict compliance with this RFP.

4.4. Assignment & Subcontracting

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

4.5. Insurance

The Owner will require the apparent successful Respondent to provide proof of insurance coverage as required by the Pro Forma Contract, E.6. Failure to provide evidence of such insurance coverage is a material breach and grounds for termination of the contract negotiations. Any insurance required by the Owner shall be in form and substance acceptable to the Owner.

4.6. Professional Licensure and Department of Revenue Registration

4.6.1. Respondents shall be familiar with the Contractors Licensing Act of 1994, as currently amended (codified in Tennessee Code Annotated Sections 62-6-101, et seq). A contract will not be awarded to a Respondent whose proposal is in conflict with the State of Tennessee licensing law.

4.6.2. Before the response to this RFP is submitted, 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 Owner may require any Respondent to submit evidence of proper licensure.

4.6.3. Respondent shall complete the Response Package Cover Sheet, RFP Attachment 6.4.a., which is to be affixed to the outermost container of the response package. The Cover Sheet is to include the Respondent's State of Tennessee Contractor's License Number, Classification, Expiration Date, and License Limit. The dollar limit on the license is sufficient to support the estimated budget in RFP Section 1.3.

The outermost container displays Contractor Licensing information, with the Respondent's State of Tennessee Contractor's License Number, Classification, Expiration Date, and License Limit (Refer to RFP Attachment 6.4.a.).

The dollar limit on the license is sufficient to support the GMP provided in RFP Section 1.3.

- 4.6.4. 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 a part of a response to this RFP, shall be properly licensed to render such opinions.
- 4.6.5. Before the Contract resulting from this RFP is signed, the apparent successful Respondent must be registered with the Tennessee Department of Revenue for the collection of Tennessee sales and use tax. The State shall not award a contract unless the Respondent provides proof of such registration or provides documentation from the Department of Revenue that the Contractor is exempt from this registration requirement. The foregoing is a mandatory requirement of an award of a contract pursuant to this solicitation. For purposes of this registration requirement, the Department of Revenue may be contacted at: TN.Revenue@tn.gov.

4.7. **Disclosure of Response Contents**

- 4.7.1. All materials submitted to the State in response to this RFP shall become the property of the State of Tennessee. Selection or rejection of a response does not affect this right. By submitting a response, a Respondent acknowledges and accepts that the full response contents and associated documents will become open to public inspection in accordance with the laws of the State of Tennessee.
- 4.7.2. The State will hold all response information, including both technical and cost information, in confidence during the evaluation process. Notwithstanding the foregoing, a list of actual Respondents submitting timely responses may be available to the public, upon request, after technical responses are opened.
- 4.7.3. Upon completion of response evaluations, indicated by public release of a Notice of Intent to Award, the responses and associated materials will be open for review by the public in accordance with *Tennessee Code Annotated*, Section 10-7-504(a)(7).

4.8. **Contract Approval and Contract Payments**

- 4.8.1. After contract award, the Contractor who is awarded the contract must submit appropriate documentation with the Department of Finance and Administration, Division of Accounts.
- 4.8.2. This RFP and its contractor selection processes do not obligate the State and do not create rights, interests, or claims of entitlement in either the Respondent with the apparent best-evaluated response or any other Respondent. State obligations pursuant to a contract award shall commence only after the contract is signed by the State agency head and the Contractor and after the Contract is approved by all other state officials as required by applicable laws and regulations.
- 4.8.3. No payment will be obligated or made until the relevant contract is approved as required by applicable statutes and rules of the State of Tennessee.
 - 4.8.3.1. The State shall not be liable for payment of any type associated with the contract resulting from this RFP (or any amendment thereof) or responsible for any goods delivered or services rendered by the Contractor, even goods delivered or services rendered in good faith and even if the Contractor is orally directed to proceed with the

delivery of goods or the rendering of services, if it occurs before the contract start date or after the contract end date.

4.8.3.2. All payments relating to this procurement will be made in accordance with the Payment Terms and Conditions of the contract resulting from this RFP (refer to RFP Attachment 6.6., *Pro Forma Contract*, Section C).

4.8.3.3. If any provision of the contract provides direct funding or reimbursement for the competitive purchase of goods or services as a component of contract performance or otherwise provides for the reimbursement of specified, actual costs, the State will employ all reasonable means and will require all such documentation that it deems necessary to ensure that such purchases were competitive and costs were reasonable, necessary, and actual. The Contractor shall provide reasonable assistance and access related to such review. Further, the State shall not remit, as funding or reimbursement pursuant to such provisions, any amounts that it determines do not represent reasonable, necessary, and actual costs.

4.9. **Severability**

If any provision of this RFP is declared by a court to be illegal or in conflict with any law, said decision will not affect the validity of the remaining RFP terms and provisions, and the rights and obligations of the State and Respondents will be construed and enforced as if the RFP did not contain the particular provision held to be invalid.

4.10. **Joint Ventures**

Firms submitting Qualification Statements as a Joint Venture must file a statement of partnership authority with the Tennessee Secretary of State's office in compliance with Tenn. Code Ann. § 61-1-303 as well as have similar projects completed as the Joint Venture.

If a Respondent intends to submit a Proposal as a joint venture, then the following requirements shall apply:

- a. For the purposes of this RFP, the Owner recognizes a joint venture as separate organizations or business entities that intend to combine professional or technical expertise and business experience, and to share contractual and project responsibilities in performance of a contract pursuant to this RFP;
- b. The joint venture shall meet the licensure requirements stated in the RFP; or each joint venture participant shall meet the licensure requirements stated in the RFP;
- c. The joint venture shall meet the insurance requirements stated in the RFP, or each joint venture participant shall meet the insurance requirements state in this RFP;
- d. Each joint venture participant shall individually provide all documentation required for review of financial responsibility and stability. A sub-contractor to a Respondent is not a joint venture participant.

5. EVALUATION & CONTRACT AWARD

5.1. Evaluation Categories & Maximum Points

The Owner will consider qualifications, experience, technical approach, and cost in the evaluation of proposals and award points in each of the categories detailed below (up to the maximum evaluation points indicated) to each apparently responsive proposal.

EVALUATION CATEGORY	MAXIMUM POINTS POSSIBLE
General Qualifications & Experience (refer to RFP Attachment 6.2., Section B)	25
Technical Qualifications, Experience & Approach (refer to RFP Attachment 6.2., Section C)	25
Interview (refer to RFP Attachment 6.2., Section D)	20
Cost Proposal (refer to RFP Attachment 6.3)	30

5.2. Evaluation Process

The evaluation process is designed to award the contract resulting from this RFP not necessarily to the Respondent offering the lowest cost, but rather to the Respondent deemed by the State to be responsive and responsible who offers the best combination of attributes based upon the evaluation criteria. ("Responsive Respondent" is defined as a Respondent that has submitted a response that conforms in all material respects to the RFP. "Responsible Respondent" is defined as a Respondent that has the capacity in all respects to perform fully the contract requirements, and the integrity and reliability which will assure good faith performance.)

The proposal evaluation will be a three-part process; a Technical Response Evaluation containing Qualifications, Experience & Technical Approach (RFP Attachment 6.2, Sections A – C); Interviews (RFP Attachment 6.2., Section D); and a Cost Proposal evaluation (RFP Attachment 6.3.).

The best evaluated Respondent will be identified by the Responsive and Responsible Respondent having the highest total combined score in all three parts.

5.2.1. **Part One - Technical Response Evaluation.** The Solicitation Coordinator and the Proposal Evaluation Team (consisting of three or more State employees) will use the RFP Attachment 6.2., Technical Response & Evaluation Guide to manage the Technical Response Evaluation and maintain evaluation records.

5.2.1.1. The State reserves the right, at its sole discretion, to request Respondent clarification of a Technical Response or to conduct clarification discussions with any or all Respondents. Any such clarification or discussion will be limited to specific sections of the response identified by the State. The subject Respondent must put any resulting clarification in writing as may be required and in accordance with any deadline imposed by the State.

5.2.1.2. **Mandatory Requirements.** The Solicitation Coordinator will review each Mandatory Requirement (See RFP Attachment 6.2., Technical Response & Evaluation Guide, Section A— Mandatory Requirements) to determine compliance. If the Solicitation Coordinator determines that a response failed to

meet one or more of the mandatory requirements, the Solicitation Coordinator shall seek the advice of an attorney on the staff of the Department of General Services who will review the proposal and document his/her determination of whether:

- a. the response adequately meets RFP requirements for further evaluation;
- b. the State will request clarifications or corrections for consideration prior to further evaluation; or,
- c. the State will determine the response to be non-responsive to the RFP and reject it.

5.2.1.3. Proposal Evaluation Team members will independently evaluate each Technical Response (that is responsive to the RFP) against the evaluation criteria in this RFP, and will score each in accordance with the RFP Attachment 6.2., Technical Response & Evaluation Guide, Sections B and C.

5.2.1.4. For each response evaluated, the Solicitation Coordinator will calculate the average Proposal Evaluation Team member scores for RFP Attachment 6.2., Technical Response & Evaluation Guide, Sections B and C, and record each average as the "Written Technical Response Score" for the respective Technical Response sections.

5.2.1.5. Following the Part One technical response evaluation, the State may "Short List" up to the five highest scoring Responsive and Responsible Respondents having a Written Technical Response Score of **thirty-five (35)** points or above. A copy of the Short List shall be sent to all Respondents. All Respondents on the Short List shall be invited to interview with the State evaluation team and its advisors.

5.2.2. **Part Two – Interview.** The Solicitation Coordinator will invite each Short Listed Respondent to interview. Should your firm be invited to interview, questions will be directed solely to the proposed "Project Team." The Respondent's Project Team should only include the people that will work on this Project. The interview response will be scored by the Evaluation Team, in accordance with RFP Attachment 6.2., Technical Response & Evaluation Guide, Section D.

5.2.2.1. The interviews are mandatory. The Solicitation Coordinator will schedule Respondent interviews during the period indicated by the RFP Section 2, Schedule of Events.

5.2.2.2. Respondent interviews are only open to the invited Respondent's Project Team, Proposal Evaluation Team members, the Solicitation Coordinator, and any technical consultants who are selected by the State to provide assistance to the Proposal Evaluation Team.

5.2.2.3. The State will maintain an accurate record of each Respondent's interview session. The record of the Respondent's interview shall be available for review when the State opens the procurement files for public inspection.

5.2.2.4. The structure of the interviews will be as follows:

A. Presentation (30 minutes)

- Introductions

- Present your team and the role and experience of each sub-contractor required to complete this scope of work?
- Present the roles and responsibilities of the project manager(s), estimator, and key fabrication/production leads
- Project Schedule
 - Understanding of Fast-track and this Project Schedule
 - Overall fabrication and installation schedule
 - Identification of long-lead items
 - Strategies for phasing and developing efficiencies with Exhibit Designer
- Experience
 - Present your two most relevant projects to the TSM Project
 - Demonstrate relevance – size, scope, cost
 - Identify Project challenges and how they were resolved
 - Role of team
- Demonstrate Your Understanding of the Project Scope and your Role
 - Overall Approach
 - Methods of ensuring Cost certainty
 - Project and Schedule Management
 - Coordination with Exhibit Designer, CM, Architect and PMaA
 - Specific Project challenges
 - Strategies for artifact mounting and installation
- Strategy for Quality and Operational measures
- Why should we choose you?

B. Questions and Answer Session with the Evaluation Team (1 hour).

The questions asked in this session will include both standard questions for all short-listed Respondents and specific questions relative to the Respondent's proposal and presentation. The interview presentation and question/answer scoring will be based on the following criteria:

Project Understanding
 Project Approach
 Project Innovation & Quality Measures
 Cost and Schedule Management
 Experience & Presentations by the Proposed Key Members
 Analysis of Project Challenges
 Communication Skills

- 5.2.2.5. The Solicitation Coordinator will calculate and document the average of the Proposal Evaluation Team member scores for RFP Attachment 6.2., Section D, and record that number as the score for Respondents "Interview Score" section.
- 5.2.2.6. The Solicitation Coordinator will add the Written Technical Response Score to the Interview Score for each Respondent for an "Initial Technical Score."
- 5.2.2.7. The Solicitation Coordinator will calculate the Total Technical Score which will be used in the following formula to determine the points a Respondent will receive:

$$\left(\frac{\text{Score for Respondent Being Evaluated}}{\text{Highest Scoring Respondent}} \right) \times \text{Maximum Respondent Points} = \text{Total Technical Score}$$

- 5.2.3. **Part Three - Cost Proposal Evaluation.** Cost Proposals will only be considered for those Short Listed Respondents that have attained a minimum technical score of **forty-nine (49) points** or above in the Part One and Part Two evaluation process. The Solicitation Coordinator will open for evaluation the Cost Proposal of each Respondent deemed by the State to be responsive and responsible and calculate and record each Cost Proposal score in accordance with the RFP Attachment 6.3., Cost Proposal & Scoring Guide. The Cost Proposal containing the lowest total evaluation cost amount for the cost proposal section will receive the maximum score of **thirty (30) points**. The combined cost points will be used in the following formula to determine the score a Respondent will receive for the Cost Proposal:

$$\left(\frac{\text{Lowest Cost of Qualified Cost Proposals}}{\text{Cost for Proposal Being Evaluated}} \right) \times \text{Maximum Cost Points} = \text{Total Cost Proposal Score}$$

- 5.2.4. **Total Response Score.** The Solicitation Coordinator will calculate the sum of the Technical Response section scores, and the Cost Proposal score and record the resulting number as the Total Response Score for the subject Response (refer to RFP Attachment 6.5., Score Summary Matrix).

5.3. Contract Award Process

- 5.3.1 The Solicitation Coordinator will forward the scores established by Section 5.2.4. above to the proper officials of the procuring agency who will consider the same to determine which Respondent should be recommended for agreement award to the State Building Commission Executive Sub-Committee ("SBC").

The Owner will issue a Notice of Intent to Award. The Notice of Intent to Award date is detailed in RFP Section 2, Schedule of Events. The Notice of Intent to Award shall not create rights, interests, or claims of entitlement in the Respondent named in the Notice of Intent to Award.

NOTICE: The Notice of Intent to Award shall not create rights, interests, or claims of entitlement in either the apparent best-evaluated Respondent or any other Respondent.

- 5.3.2. The Respondent awarded the contract by the SBC must sign a contract drawn by the State pursuant to this RFP. The contract shall be substantially the same as the RFP Attachment 6.6., Pro Forma Contract. The Respondent must sign the contract by the Contractor Signature Deadline detailed in the RFP Section 2, Schedule of Events. If the Respondent fails to provide the signed contract by this deadline, the State may determine that the Respondent is non-responsive to this RFP and reject the response.

If the Owner determines that a proposal is non-responsive and rejects it after opening Cost Proposals, the RFP Coordinator will re-calculate scores for each remaining responsive Cost Proposal to determine (or re-determine) the apparent best evaluated proposal. The RFP Coordinator will forward the re-calculated scores to the proper officials of the procuring agency who will consider the same to determine which Respondent should be recommended for contract award to the SBC.

5.4. Protest Process

Any protests or appeals of protests pursuant to this RFP or the Notice of Intent to Award shall be handled in accordance with the SBC By-laws, Policy and Procedure Item 18.

SBC PROJECT 529/050-01-2015

RESPONSE STATEMENT OF CERTIFICATIONS AND ASSURANCES

The Respondent must sign and complete the Proposal Statement of Certifications and Assurances below as required, and it must be included in the Technical Proposal (as required by RFP Attachment 6.2., Technical Proposal & Evaluation Guide, Section A, Item A.1.).

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 RFP.
2. The Respondent will provide all services as defined in the Scope of Services of the RFP Attachment 6.6., *Pro Forma Contract* for the total contract period.
3. The Respondent accepts and agrees to all terms and conditions set out in the RFP Attachment 6.6., *Pro Forma Contract*.
4. The Respondent acknowledges and agrees that a contract resulting from the RFP shall incorporate, by reference, all proposal responses as a part of the contract.
5. The Respondent will comply 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 knowledge of the undersigned, the information detailed within the proposal submitted in response to the RFP is accurate.
7. The proposal submitted in response to the RFP was independently prepared, without collusion, 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 RFP or any resulting contract.
9. Both the Technical Proposal and the Cost Proposal submitted in response to the RFP shall remain valid for at least 120 days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any contract pursuant to the RFP.

By signing this Proposal Statement of Certifications and Assurances, below, the signatory also certifies legal authority to bind the proposing entity to the provisions of this RFP and any contract awarded pursuant to it. If the signatory is not the Respondent (if an individual) or the Respondent's company *President or Chief Executive Officer*, this document must attach evidence showing the individual's authority to bind the proposing entity.

DO NOT SIGN THIS DOCUMENT IF YOU ARE NOT LEGALLY AUTHORIZED TO BIND THE PROPOSING ENTITY

SIGNATURE:

PRINTED NAME & TITLE:

DATE:

**RESPONDENT LEGAL ENTITY
NAME:**

**RESPONDENT FEDERAL EMPLOYER IDENTIFICATION NUMBER (or
SSN):**

TECHNICAL RESPONSE & EVALUATION GUIDE

SECTION A: MANDATORY REQUIREMENTS. 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.

The Solicitation Coordinator will review the response 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 Proposal Evaluation Team must review the response and attach a written determination. In addition to the Mandatory Requirement Items, the Solicitation Coordinator will review each response for compliance with all RFP 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 RFP § 2, Schedule of Events.	
		The Technical Response and the Cost Proposal documentation must be packaged separately as required (refer to RFP Section 3.2., <i>et seq.</i>).	
		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 sub-contractor).	
	A.1.	Detail the name, e-mail address, mailing address, telephone number, and facsimile number of the person the State should contact regarding the response.	
	A.2.	Describe the Respondent's form of business (<i>i.e.</i> , individual, sole proprietor, corporation, non-profit corporation, partnership, limited liability company) and business location (physical location or domicile). Detail the number of years the Respondent has been in business.	
	A.3.	Briefly provide size of firm by office or branch if applicable, including, number of principals/owners, number of office personnel, and number of field personnel by skill set.	
	A.4.	<u>Statement of Certifications and Assurances:</u> Provide the Statement of Certifications and Assurances (RFP Attachment 6.1.) completed and signed by an individual empowered to bind the Respondent to the provisions of this RFP and any resulting contract. The document must be signed without exception or qualification.	

RESPONDENT LEGAL ENTITY NAME:			
Response Page # (Respondent completes)	Item Ref.	Section A— Mandatory Requirement Items	Pass/Fail
	A.5.	<p><u>Conflict of Interest:</u> 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, or other conflict as set forth in Item 12 of the SBC By-Laws, Policy & Procedures) and, if so, the nature of that conflict.</p> <p>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.</p>	
	A.6.	<p>Response Package Cover Sheet: The outermost container displays Contractor Licensing information, with the Respondent's State of Tennessee Contractor's License Number, Classification, Expiration Date, and License Limit (Refer to RFP Attachment 6.4.a.).</p> <p>The dollar limit on the license is sufficient to support the estimated budget provided in RFP Section 1.3.</p>	
	A.7.	<p>Bonding: Provide a letter from an insurance/surety. The surety for any and all bonds must have a rating of "A" or better with the U.S. Treasury Department Agency.</p> <p>The letter from the surety company must include the Respondent's capability to provide bonding for this Project in accordance with the Terms and Conditions of the Contract. The letter must include the Respondent's individual project and overall bonding capabilities and specify the Respondent's monetary bonding capacity.</p>	
	A.8.	<p>Provide a valid, Certificate of Insurance that is verified and dated within the last six (6) months and which details all of the following:</p> <ul style="list-style-type: none"> (a) Insurance Company (b) Respondent's Name and Address as the Insured (c) Policy Number (d) The following minimum insurance coverage; <ul style="list-style-type: none"> I. Workers' Compensation and Employers' Liability, without restriction as to whether covered by Workmen's Compensation law shall be according to statute with Employer's Liability one hundred thousand dollars (\$100,000.) II. Comprehensive Commercial General Liability , including Premises/Operations; Underground, Explosion, Collapse Hazard; Products/Completed Operations; Contractual; Independent Contractors; Broad Form Property Damage; and, Personnel Injury (Employment Exclusion deleted). Each occurrence not less than two million dollars (\$2,000,000) and 	

RESPONDENT LEGAL ENTITY NAME:			
Response Page # (Respondent completes)	Item Ref.	Section A— Mandatory Requirement Items	Pass/Fail
		<p>not less than four million dollars (\$4,000,000) aggregate.</p> <p>III. Business Automobile Coverage (including owned, leased, hired, and non-owned vehicles. If there are no owned vehicles, Contractor may provide written certification of such and provide coverage limited to hired and non-owned vehicles.) with a bodily injury/property damage combined single limit not less than five hundred thousand dollars (\$500,000) per occurrence.</p>	
	A.9.	<p><u>Builder's Risk:</u> Provide an ACORD document from insurance agent to confirm coverage for the estimated Exhibit Fabrication and Installation budget of this project (refer to RFP Section 1.3.). The policy shall be "All-Risk" Builder's Risk for the scope of this contract. An Installation Floater Policy covering all aspects of the Exhibit fabrication and installation is acceptable in lieu of the Builder's Risk Policy.</p>	
	A.10.	<p>For the last three (3) years, provide the following ratios for the Respondent, calculated according to the generally accepted accounting principles:</p> <p>1.) Quick Ratio and 2.) Debt/Worth.</p> <p>NOTE: The Owner may request CPA audited or reviewed financial statements prepared in accordance with generally accepted accounting principles from the apparent best-evaluated Respondent prior to final award of the agreement. If the requested documents do not support the financial stability of the Respondent the Owner reserves the right to reject the proposal.</p>	
	A.11.	<p>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.</p>	
	A.12.	<p>Provide a statement of whether there have been any mergers, acquisitions, or sales of the Respondent within the last five (5) years. If so, include an explanation providing relevant details.</p>	
	A.13.	<p>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 RFP, have been convicted of or have or have pled guilty or <i>nolo contendere</i> to any contract crime. If so, include an explanation providing relevant details.</p>	
	A.14.	<p>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</p>	

RESPONDENT LEGAL ENTITY NAME:			
Response Page # (Respondent completes)	Item Ref.	Section A— Mandatory Requirement Items	Pass/Fail
		<p>requirements pursuant to this RFP 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 RFP.</p> <p>NOTE: All persons, agencies, firms, or other entities that provide legal opinions regarding the Respondent must be properly licensed to render such opinions. The Owner 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.</p>	
	A.15.	Provide confirmation that Respondent has access to, either in-house or via rental, a large, secure, environmentally controlled storage area, should the schedule and access to the New State Museum building require that certain components be fabricated in advance of their installation.	
	A.16.	If you are responding as a Joint Venture, include a copy of your filed statement of partnership authority with the Tennessee Secretary of State's office in compliance with Tenn. Code Ann. § 61-1-30.	
	A.17.	<p>Provide a statement and any relevant details addressing whether the Respondent is any of the following:</p> <ul style="list-style-type: none"> 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 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; <p>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.</p>	
<p><i>State Use – Solicitation Coordinator Signature, Printed Name & Date:</i></p>			

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. Proposal Evaluation Team members will independently evaluate and assign one score for all responses to Section B— General Qualifications & Experience Items.

Numbers rounded to two (2) places to the right of the decimal point will be standard for calculations.

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	Item Ref.	Section B— General Qualifications & Experience Items
	B.1.	<p>Provide a brief statement indicating your firm’s credentials to deliver the services required by this RFP. Include number of employees, type of client base, location of offices, and size and capability of fabrication facilities. Name the location of the office that is providing services.</p> <p>Provide brief profile of all sub-consultant firms (e.g. multimedia production, hardware integration, lighting, mountmaking etc.) required to complete the services as described in the RFP and their role on the project. Provide an organization chart and reporting structure to the lead Exhibit Fabricator Firm.</p>
	B.2.	<p>Provide no more than five (5) case studies including a completed Project Reference Form (RFP Attachment 6.4.b.) for projects of similar scope and complexity, for which your company served as prime contractor for Exhibit Fabricator services. All projects must have been completed in the last 10 years, with a minimum of 20,000sf net square feet of museum exhibit space, and must have a final contract value of more than \$5,000,000.00. At least one of the projects should be in excess of \$10,000,000.00</p> <p><u>Provide the following for each case study:</u></p> <ul style="list-style-type: none"> • Description of the project, why it is similar in scope, and all tasks completed by the respondent. • Exhibit Budget – Scope and final as built costs. Project Schedule • Projects requiring coordination between new build construction, interior fit-out and operations • 3 color images of finished exhibits • Identify core team of personnel that worked on this project that will be assigned to this project. • Identify the firm that designed the exhibits • Identify any other subcontractor firms that have participated in the delivery of the this project • Identify three challenges faced on the project and how your firm resolved them • Contact information of Client • Why does this project demonstrate that your company (and team) is the best qualified to provide Exhibit Fabricator services to the State on this project.
	B.3.	<p>Provide a personnel roster listing the names of key people (including those from sub-consultant firms) who the Respondent will assign to perform tasks required by this RFP along with the estimated amount of participation 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. In particular highlight the person who will act as the</p>

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	Item Ref.	Section B— General Qualifications & Experience Items
		<p>project manager.</p> <p>Also, provide a personnel roster and resumes listing the names of the individuals who the Respondent will assign to provide back up support to the key team members.</p> <p>Provide an organizational chart identifying reporting structures.</p>
	B.4.	Provide a table that identifies the personnel named in B.3 that worked on any projects named in B.2, and their job titles for those projects.
	B.5.	<p>Provide documentation of the Respondent's commitment to diversity as represented by the following:</p> <p>(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.</p> <p>(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:</p> <ul style="list-style-type: none"> (i) contract description and total value; (ii) contractor name and ownership characteristics (<i>i.e.</i>, ethnicity, gender, Tennessee service-disabled); (iii) contractor contact name and telephone number. <p>(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 RFP. Please include the following information:</p> <ul style="list-style-type: none"> (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 NOT INCLUDE DOLLAR AMOUNTS); (ii) anticipated goods or services contract descriptions; (iii) names and ownership characteristics (<i>i.e.</i>, ethnicity, gender, Tennessee service-disabled veterans) of anticipated subcontractors and supply contractors. <p>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 at https://tn.diversitysoftware.com/FrontEnd/StartCertification.asp?TN=tn&XID=9265 for more information.</p> <p>(d) <u>Workforce</u>. Provide the percentage of the Respondent's total current employees by ethnicity and gender.</p>

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	Item Ref.	Section B— General Qualifications & Experience Items
		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.
		SCORE (for <u>all</u> Section B—Qualifications & Experience Items above): <i>(maximum possible score = 25)</i>
<i>State Use – Evaluator Identification:</i>		

TECHNICAL PROPOSAL & EVALUATION GUIDE

SECTION C: TECHNICAL QUALIFICATIONS, EXPERIENCE & APPROACH. The Respondent must address all items (below) and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Respondent must also detail the proposal page number for each item in the appropriate space below.

A Proposal Evaluation Team, made up of three or more State employees, will independently evaluate and score the proposal's response to each item.

Numbers rounded to two (2) places to the right of the decimal point will be standard for calculations.

RESPONDENT LEGAL ENTITY NAME:		
Proposal Page # (Respondent completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items
	C.1.	Provide a detailed narrative that illustrates how the Respondent will: <ul style="list-style-type: none"> • Ensure on time delivery of the Project • Ensure delivery of the Project at or below budget • Provide comprehensive pre-fabrication services • Ensure that the Project meets the design intent of the Exhibit Designer • Contribute to creativity and problem solving to make great ideas feasible to construct on time and on budget • Successfully complete the delivery of scope of services (Attachment B of the <i>Pro Forma</i> Contract which is included with this RFP as Attachment 6.6.) i.e. approach and methodology. Include a preliminary schedule.
	C.2.	To the extent not addressed in the response to C.1. above, provide a summary of challenges and risks that you see in this Project and your approach to addressing these challenges and risks.
	C.3.	Provide a narrative on the Respondent’s process for and experience in working with other team members on projects of this size and scope, such as architects, engineers, exhibit designers, museum staff, and construction managers/general contractors. What have you learned in the process that will apply to this Project?
	C.4.	Provide a narrative of how your team will work with the Exhibit Designer to ensure budget, quality and design intent. What strategies will you employ for value engineering in consultation with the Exhibit Designer while maintaining schedule? Provide examples and reference where your firm has successfully done this before.
	C.5.	Provide a narrative that demonstrates your experience working with large and diverse collections, in particular strategies for mount making and installation.
	C.6.	Provide a narrative on how your firm provides comprehensive pre-fabrication services outlining how you work with all other designers/consultants and the client during this phase.
	C.7.	Provide a description of your philosophy on what constitutes a successful fabrication and installation process for an exhibition.
		<p>SCORE (for <u>all</u> Section C— Technical Qualifications, Experience & Approach Items above): (maximum possible score=25)</p>
Owner Use – Evaluator Identification:		

RESPONDENT LEGAL ENTITY NAME:		
Proposal Page # (Respondent completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items
<i>Owner Use – RFP Coordinator Signature, Printed Name & Date:</i>		

End of Section C

TECHNICAL RESPONSE & EVALUATION GUIDE

SECTION D: INTERVIEW

A Proposal Evaluation Team, made up of three or more State employees, will independently evaluate and score the interview responses.

Numbers rounded to two (2) places to the right of the decimal point will be standard for calculations.

RESPONDENT LEGAL ENTITY NAME:		
Interview Responses	Item Score	
<p><u>D.1. Respondent Presentation</u></p> <ul style="list-style-type: none"> • Introductions of team members and structure • Clarify specific roles and responsibilities of key team members during each phase • Present two (2) of the case studies submitted in the RFP response that the Respondent feels best demonstrates the ability to successfully complete this project. • Preliminary Timeline/Schedule for implementation • Demonstrate your understanding of the Project Scope and your role: Overall approach; Methods of ensuring cost certainty; Project and schedule management; Coordination process with Exhibit Designer, Architect, CM, PMaA etc.; Specific project challenges; and strategies for artifact mounting and installation. • Strategy for Quality and Operational measures • Why should the State hire your Team 		
<p><u>D.2. Questions/Answers/Discussion with the Evaluation Team (1 hour).</u></p> <p>The questions asked in this session will include both standard questions for all short-listed Respondents and specific questions relative to the Respondent’s proposal and presentation. The interview presentation and question/answer scoring will be based on the following criteria:</p> <ul style="list-style-type: none"> • Project Understanding • Project Approach • Project Innovation & Quality Measures • Cost and Schedule Management • Experience & Presentations by the Proposed Key Members • Analysis of Project Challenges • Communication Skills 		
Total Score (maximum possible score = 20)		
<i>State Use – Evaluator Identification:</i>		
<i>State Use – Solicitation Coordinator Signature, Printed Name & Date:</i>		

End of Section D

PRE-FABRICATION SERVICES FEE GUIDE - RFP ATTACHMENT 6.3. - SECTION A

RESPONDENT NAME:

Provide the total lump sum fee for delivery of the Pre-Fabrication Phase Services for this Project as defined by Exhibit Fabricator Scope of Services and Deliverables, Section 1. This fee should not include costs of printing the Designer's design/construction documents, during the Pre-Fabrication Phase. This fee will be paid upon successful completion of services and is not to be included as a part of the Exhibit Fabricator Fabrication & Installation services fixed fee. This fee may be negotiated prior to execution of the Pro Forma Master Contract.

The Pre-Fabrication Fee shall be broken down as follows:

Estimated total of months is (9) months.

Pre-Fabrication Lump Sum Amount for Services Described in Pro Forma Contract Attachment B, Section B, Phase I	\$ _____ (The Owner will insert value at RFP Attachment 6.3., Section D.1.)
Pre-Fabrication Lump Sum Amount for Services Described in Pro Forma Contract Attachment B, Section B, Phase II	\$ _____ (The Owner will insert value at RFP Attachment 6.3., Section D.2.)

FABRICATION & INSTALLATION LUMP SUM FEE - RFP ATTACHMENT 6.3. - SECTION B

RESPONDENT NAME:

The proposed cost for the Exhibit Fabricator fabrication and installation services percent fee (the "F&I Fee") shall be for providing the fabrication and installation services described in the Pro Forma Contract Attachment B, Section C (the "F&I Services"). The F&I Fee shall be stated as a lump sum amount that includes all costs of the Exhibit Fabricator for providing the F&I Services and any other related work to complete the same, including, without limitation:

- General company overhead and profit
- Personnel not directly assigned to the Project such as accountants, clerks, secretaries and personnel
- Company officers and other personnel with supervisory status
- The cost of office space and office equipment and related supplies, maintenance and service
- Rentals necessary to perform the F&I Services
- Insurance premiums
- Costs associated with providing services in Pro Forma Contract Attachment B, Section A during the fabrication and installation phase

Exhibit Fabricator Fabrication & Installation Services Lump Sum Fee

\$ _____
(The Owner will insert value
at RFP Attachment 6.3.,
Section D.3.)

WARRANTY SERVICES LUMP SUM FEE - RFP ATTACHMENT 6.3. - SECTION C

RESPONDENT NAME:

The proposed cost for the Exhibit Fabricator warranty services shall be for providing the services described in the Pro Forma Contract Attachment B, Section D.

Exhibit Fabricator Warranty Fee

\$ _____
(The Owner will insert value
at RFP Attachment 6.3.,
Section D.4.)

CONTRACT BOND RATE PERCENTAGE - RFP ATTACHMENT 6.3. - SECTION D

RESPONDENT NAME:

The proposed cost for the Exhibit Fabricator bond on the cost of the work.

Contract Bond rate percentage based on the total GMP target

_____ %

**EXHIBIT FABRICATOR FABRICATION AND INSTALLATION SERVICES
COST PROPOSAL SUMMARY FORM**

SUMMARY & SCORING GUIDE - RFP ATTACHMENT 6.3. - SECTION E

RESPONDENT NAME:

Signature & Date:

The signatory must be an individual or a company officer empowered to contractually bind the Respondent.

The proposed cost and the submitted technical proposal associated with this cost shall remain valid for at least one hundred twenty (120) days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any resulting contract between the Respondent and the Owner. All monetary amounts are United States currency.

		Owner Use Only
1.	Pre-Fabrication Lump Sum Amount for Services Described in Pro Forma Contract Attachment B, Section B, Phase I Estimated total months is <u>(9)</u> months.	\$ _____ <i>(The Owner will insert value from RFP Attachment 6.3., Section A.)</i>
2.	Pre-Fabrication Lump Sum Amount for Services Described in Pro Forma Contract Attachment B, Section B, Phase II Estimated total months is <u>(9)</u> months.	\$ _____ <i>(The Owner will insert value from RFP Attachment 6.3., Section A.)</i>
3.	Exhibit Fabricator Fabrication & Installation Services Lump Sum Fee	\$ _____ <i>(The Owner will insert value from RFP Attachment 6.3., Section B.)</i>
4.	Exhibit Fabricator Warranty Fee	\$ _____ <i>(The Owner will insert value from RFP Attachment 6.3., Section C.)</i>
5.	Construction Bond Amount _____ % x <u>\$27,205,000.00*</u> * Note: This figure is for evaluation purposes only. The stated percentage rate will be calculated against the actual approved GMP.	\$ _____ <i>(The Owner will insert value from RFP Attachment 6.3., Section D and multiply by \$27,205,000.00.)</i>
TOTAL COST ITEMS 1- 5		\$ _____

The RFP Coordinator will use this sum and the formula below to calculate the Cost Proposal Score. Numbers rounded to two (2) places to the right of the decimal point will be standard for calculations.

$\frac{\text{lowest evaluation cost amount from all proposals}}{\text{evaluation cost amount being evaluated}}$	$\times 30$ <p>(maximum section score)</p>	= SCORE:
---	--	-----------------

Owner Use – RFP Coordinator Signature, Printed Name & Date:

RESPONSE PACKAGE COVER SHEET

Exhibit Fabricator

For the

New Tennessee State Museum

SBC PROJECT NUMBER: 529/050-01-2015

Tennessee Contractor and Professional's License Information

Any blank spaces may cause Proposal to be unacceptable and rejected.

Provide State contractor license number, expiration date, and classifications for Respondent as applicable and in accordance with State of Tennessee licensing law. Provide all names as used for licensing or other legal transactions.

Respondent Identification:

Respondent _____

Address _____

Tennessee Contractor License information:

License Number _____

License Classification(s) applicable to Project _____

License expiration date _____ \$(_____)
Dollar Limit

Project Reference Form

Project #

Utilize project reference forms with Section B, Qualifications and experience, of the Qualifications and Evaluation Guide.

RESPONDENT NAME:	
Owner/Agency Name: _____	
Address: _____ City: _____ State: _____ Zip: _____	
Contact Person's Name: _____ Title: _____	
Phone: _____ E-Mail: _____	

Project Information:

Project Title:	
Owner's Project or Contract #:	
Project Location (City, State):	
Fabrication Start Date:	
Installation Completion Date:	
Exhibits Net Square Footage :	
Exhibit Design Firm:	
Total Dollar Value of Exhibits: \$	
Project Executive:	
Project Manager:	
Other Key Personnel (Project Lead and Team Members)	
Other Key Sub-Consultant Members:	
Sustainability Criteria (if used):	

Project Reference Form

Project #

Utilize project reference forms with Section B, Qualifications and experience, of the Qualifications and Evaluation Guide.

RESPONDENT NAME:	
-------------------------	--

A. Provide a brief description of the project that includes the scope of the work and the services provided by your firm. Relate the work in this project to the scope and required services contained in the RFP.

SCORE SUMMARY MATRIX

	<i>RESPONDENT NAME</i>		<i>RESPONDENT NAME</i>		<i>RESPONDENT NAME</i>	
GENERAL QUALIFICATIONS & EXPERIENCE (maximum: 25)						
<i>EVALUATOR NAME</i>						
<i>REPEAT AS NECESSARY</i>						
	AVERAGE:		AVERAGE:		AVERAGE:	
TECHNICAL QUALIFICATIONS, EXPERIENCE & APPROACH (maximum: 25)						
<i>EVALUATOR NAME</i>						
<i>REPEAT AS NECESSARY</i>						
	AVERAGE:		AVERAGE:		AVERAGE:	
INITIAL TECHNICAL SCORE - (PART ONE)						
TECHNICAL QUALIFICATIONS, INTERVIEWS (maximum: 20)						
<i>EVALUATOR NAME</i>						
<i>REPEAT AS NECESSARY</i>						
	AVERAGE:		AVERAGE:		AVERAGE:	
Total Technical Evaluation Score						
<i>EVALUATOR NAME</i>						
<i>REPEAT AS NECESSARY</i>						
	AVERAGE:		AVERAGE:		AVERAGE:	
COST PROPOSAL (maximum: 30)	SCORE:		SCORE:		SCORE:	
TOTAL RESPONSE EVALUATION SCORE: (maximum: 100)						

Numbers will rounded to two (2) places to the right of the decimal point will be standard for calculations.

RFP ATTACHMENT 6.6.

SBC Project No. 529/050-01-2015

PRO 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 RFP.

6.6. Pro Forma Master Contract and Contract Attachments

- Attachment A: Attestation re Personnel Used in Contract Performance
- Attachment B: Scope of Services
- Attachment C: F & I Amendment
- Attachment D: Acknowledgement of Exhibit Installation Completion
- Attachment E: Contract Bond (00 61 13)

CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF GENERAL SERVICES
AND
CONTRACTOR NAME
TO
SBC PROJECT NUMBER 529/050-01-2015-02

This Contract, by and between the State of Tennessee, Department of **General Services**, hereinafter referred to as the "State" and **Contractor Legal Entity Name**, hereinafter referred to as the "Contractor," is for the provision of **Exhibit Fabricator services at The New State Museum located at the corner of Rosa L. Parks Avenue and Jefferson Street in Nashville, Tennessee (the "Museum")**.

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**

BACKGROUND

The State intends to construct the Museum and to move all operations and exhibits from the existing state museum location to the Museum. The State has engaged Compass Partners, LLC to provide project manager as agent services for the Museum (the "PMaA"); EOA Architects and HGA Architects to provide building design services for the Museum ("Architect"); Turner Construction Company to provide construction manager/general contractor services for the Museum (the "Construction Manager"); and Gallagher & Associates to provide exhibit design services for the Museum (the "Exhibit Designer"). The State has also established a "Museum Working Group" comprised of State employees to provide direction to the State project manager for the Museum, John Hull, whose contact information is listed in Section E.2 below.

A. GENERAL:

- A.1 The Contractor shall provide all services and deliverables as required, described, and detailed herein (the "Contract Services") and shall meet all service and delivery timelines as specified by the Contract. The "Scope of Services" document attached hereto as Attachment B more particularly describes certain of the Contract Services and sets forth the process by which such services are authorized by the State for completion.
- A.2 The parties intend to enter into an amendment to this Contract for fabrication and installation services (the "F&I Services") in the form attached hereto as Attachment C (the "F&I Amendment") prior to or promptly after the end of the services set forth in Section B of Attachment B. The F&I Amendment will set forth the timeline for completion of the services set forth in Section C of Attachment B and the payment terms for such services. If the parties cannot agree on the terms of the F&I Amendment, this Contract shall terminate.
- A.3 Upon successful completion of the Contract Services and resolution, to the satisfaction of the State, of all deficiencies noted after substantial completion by the Contractor, the Contractor shall present the Acknowledgement of Exhibit Installation Completion in the form set forth as Attachment D to this Contract, signed by the Contractor (the "Completion Acknowledgment") to the State for execution.

B. CONTRACT PERIOD:

- B.1 Contract Period. This Contract shall be effective for the period commencing on the date of full and complete execution of this Contract, and ending on the date set forth in the fully executed Completion Acknowledgement for the end of warranty services. The Contractor hereby acknowledges and affirms that the State shall have no obligation for services rendered by the Contractor which were not performed within this specified contract period.

C. PAYMENT TERMS AND CONDITIONS:

- C.1 Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed

Written Dollar Amount (\$Number). The payment rates in Section C.3 and the Travel Compensation provided in Section C.4, shall constitute the entire compensation due the Contractor for all service and Contractor obligations hereunder regardless of the difficulty, hours worked, materials or equipment required. The Contract Amount includes, but is not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

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

C.2 **Compensation Firm.** The payment rates and the maximum liability of the State under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless amended.

C.3 **Payment Methodology.** The Contractor shall be compensated based on the payment rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in Section C.1.

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

Service Description	Amount (per compensable increment)
Services described in Attachment B, Section B, Phase I	\$_____ paid in equal monthly installments
Services described in Attachment B, Section B, Phase II	\$_____ paid in a lump sum upon completion
Services described in Attachment B, Section C	To be paid in accordance with the terms of the F&I Amendment
Services described in Attachment B, Section D	\$_____ paid in a lump sum upon expiration of the Warranty Period

C.4 **Travel Compensation.** The Contractor shall not be compensated or reimbursed for travel, meals or lodging; compensation or any such costs is included in the amounts set forth in Section C.3.

C.5 **Invoice Requirements.** The Contractor shall invoice the State only for completed increments of service and for the amount stipulated in section C.3, above, and present said invoices no more often than monthly, with all necessary supporting documentation, to:

Original: Ron Maupin
 Department of Finance and Administration
 Office of Business and Finance
 312 Rosa L. Parks Avenue

W. R. Snodgrass Tennessee Tower, 20th Floor
Nashville, Tennessee 37243-1102

Copy: **State Representative**
Address
City, State Zip
Email Address
Telephone # Number
FAX # Number

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
 - (1) Invoice Number (assigned by the contractor);
 - (2) Invoice Date;
 - (3) Contract Number SBC Project No. **529/050-01-2015-02**
 - (4) Customer Account Name: Department of General Services, Real Estate Asset Management;
 - (5) Customer Account Number (assigned by the Contractor to the above-referenced State Agency);
 - (6) Contractor Name;
 - (7) Contractor Federal Employer Identification, Social Security, or Tennessee Edison Registration ID Number Referenced in Preamble of this Contract;
 - (8) Contractor Contact for Invoice Questions (name, phone, and/or fax);
 - (9) Contractor Remittance Address;
 - (10) Description of Delivered Service;
 - (11) Total Amount Due for delivered service (as stipulated in Section C.3. above);
 - (12) Further, the monthly invoices will include the name of each individual, the individual's job title, the number of hours worked during the period, the hourly rate, the total compensation requested for the individual, the total amount due the Contractor for the period involved, each project expenditure to-date, total expenditures to date and balance of funds remaining in the contract.
 - b. The Contractor understands and agrees that an invoice under this Contract shall:
 - (1) include only charges for service described in Contract Section A and in accordance with payment terms and conditions set forth in Contract Section C;
 - (2) only be submitted for completed service and shall not include any charge for future work;
 - (3) not include sales tax or shipping charges; and
 - (4) initiate the timeframe for payment (and any discounts) only when the State is in receipt of the invoice, and the invoice 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 matter in relation thereto. A payment by the State shall not be construed as acceptance of any part of the work or service 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 theretofore made which are determined by the State, on the basis of audits conducted in accordance with the terms of the Contract, not to constitute proper remuneration for compensable services.
- C.8 Deductions. The State reserves the right to deduct from amounts, which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee any amounts, which are or shall become due and payable to the State of Tennessee by the Contractor.
- C.9 Prerequisite Documentation. The Contractor shall not invoice the State under this Contract until the State has received the following documentation properly completed.
 - a. The Contractor shall complete, sign, and present to the State an "Authorization Agreement

for Automatic Deposit (ACH Credits) Form” provided by the State. By doing so, the Contractor acknowledges and agrees that, once said 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 (ACH).

- b. The Contractor shall complete, sign, and present to the State a “Substitute W-9 Form” provided by the State. The taxpayer identification number detailed by said form must agree with the Contractor’s Federal Employer Identification Number or Tennessee Edison Registration ID referenced in this Contract.

D. STANDARD TERMS AND CONDITIONS:

- D.1 Required Approvals. The State is not bound by this Contract until it is signed by the contract parties and approved by the appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to the Office of the State Architect, the Commissioner of General Services, the Comptroller of the Treasury, and the Office of the Attorney General).
- D.2 Modification and Amendment. This Contract may be modified only by a written amendment signed by all parties hereto and approved by both the officials who approved the base contract and, depending upon the specifics of the contract as amended, any additional officials required by Tennessee laws and regulations (said officials may include, but are not limited to, the Office of the State Architect, the Commissioner of General Services, the Comptroller of the Treasury, and the Office of the Attorney General).
- D.3 Termination for Convenience. The State may terminate this Contract without cause for any reason. Said termination shall not be deemed a breach of contract by the State. The State shall give the Contractor at least thirty (30) days written notice before the effective termination date. The Contractor shall be entitled to compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount. 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.4 Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor 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 fair compensation for completed services. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any Breach Condition and the State may seek other remedies allowed at law or in equity for breach of this Contract.
- D.5 Assignment and Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Contract pertaining to “Conflicts of Interest”, “Nondiscrimination,” and “Records” (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.
- D.6 Conflicts of Interest. The Contractor warrants that no part of the total Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or Contractor to the Contractor in connection with any work contemplated or performed relative to 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 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 months has been, an employee of the State of Tennessee.

The Contractor acknowledges, understands, and agrees that it and its performance under this Contract are subject to State Building Commission Policy and Procedure 12.02, "Organizational Conflicts of Interest," (the "SBC Conflict Policy"), and that Contractor has read and understands all of the provisions and requirements of same.

- D.7 Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.8 Prohibition of Illegal Immigrants. The requirements of 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 Exhibit A, hereto, with each invoice, as described in C.3, during the period of this Contract. 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.9 Licensure. The Contractor and its employees and all sub-contractors shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.10 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.11 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.12 Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.13 Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.14 Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint ventures, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- The Contractor, being an independent contractor and not an employee of the State of Tennessee, agrees to provide insurance coverage as required by construction services agreement with a guaranteed maximum price.
- D.15 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.16 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. 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.17 State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.18 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.19 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.20 Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.
- D.21 Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

E. SPECIAL TERMS AND CONDITIONS:

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

The State:
John Hull, Deputy Commissioner
Department of General Services
312 Rosa L. Parks Avenue, 24th Floor
Nashville, Tennessee 37243
John.Hull@tn.gov
Telephone 915-741-1265

The Contractor:
Contractor Name & Title Firm Name
Address
City, State Zip
Email Address
Telephone # Number
FAX # Number

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

- E.3 Subject to Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- E.4 Tennessee Consolidated Retirement System. 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.

E.5 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.

E.6 Insurance. Specific lines of coverage and limits of liability provided by Contractor shall be written in a comprehensive form, satisfactory to State in the following minimum requirements:

a. Comprehensive General Liability, including:

Premises / Operations; Underground / Explosion / Collapse; Products / Completed Operations; Contractual; Independent Contractors; State / Contractor Protective; Broad Form Property Damage; Personal Injury (Employment Exclusion deleted).

Combined single limits for bodily injury and property damage:

Each Occurrence: \$2,000,000

Aggregate: \$4,000,000

Products and Completed Operations to be maintained for one year after final payment.

b. Comprehensive Automobile Liability:

Including owned, hired, and non-owned vehicles; or, if there are no owned vehicles, Contractor may provide written certification of such and provide coverage limited to hired and non-owned vehicles.

Bodily injury and property damage combined single limits:

Each Occurrence: \$500,000

c. Workers Compensation and Employer's Liability:

(without restriction as to whether covered by Workmen's Compensation law):

Workers Compensation: according to statute

Employer's Liability: \$100,000

d. Builder's Risk:

In an amount equal to the F&I Budget set forth in the F&I Amendment and coverage must be obtained prior to full execution of the F&I Amendment. An Installation Floater Policy covering all aspects of the exhibit fabrication and installation is acceptable in lieu of the Builder's Risk Policy.

e. Certificate of Insurance: Contractor shall maintain insurance coverage evidenced by Certificate of Insurance. Failure to provide evidence of such insurance coverage is a material breach and grounds for termination of the contract negotiations. Any insurance required by the State shall be in form and substance acceptable to the State.

Certificates shall name insured, producer, carrier(s), and the "State of Tennessee" as certificate holder, with the correct address of the State.

The Certificate shall stipulate ten (10) days prior written notice to certificate holder in the event coverage is changed or renewed.

If the Insured is a Joint Venture, the certificate shall recognize the Joint Venture relationship, and the limit of liability for each member of the Joint Venture shall be not less than the required total limit divided by the number of members (firms).

Values of all limits and deductibles shall be given in like units.

E.7. Contract Bond. Contractor shall provide a Contract Bond in the amount of one hundred percent (100%) of the F&I Budget set forth in the F&I Amendment and bond must be obtained prior to full execution of the F&I Amendment.

Bond shall be executed on Tennessee State Building Commission Standard Form exhibited in the Proposal Documents (CSI Section No. 00 61 13) for the purposes of this project.

Bond shall be attached to the signed Contract at time of submission to the Owner by the Contractor.

Surety is the person or entity identified as such in a bond, and is referred to throughout the Contract Documents as if singular in number. The term "Surety" means the Surety or the Surety's authorized representative.

A Surety Company issuing a bond shall be licensed to transact business in the State of Tennessee by the Department of Commerce and Insurance. Bonds shall have certified, and current Power-of-Attorney attached for the Surety's Attorney-in-Fact.

An Attorney-in-Fact who executes a bond on behalf of a Surety shall be licensed by the State of Tennessee as a Resident Agent, and shall affix license number to a bond. Alternatively, a countersignature by, and license number of, a licensed Resident Agent shall be affixed to the bond in addition to the signature of the Attorney-in-Fact.

Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under this Contract, the Contractor shall promptly furnish a copy of the bonds or shall permit a copy to be made.

(The remainder of this page left blank intentionally)

This instrument may be executed in one or more counterparts. It shall be fully executed when each party whose signature is required has signed at least one (1) counterpart, even though no one (1) counterpart contains the signatures of all parties to this instrument. Electronic, scanned or facsimile signatures shall have the same force and effect as original signatures.

IN WITNESS WHEREOF:

CONTRACTOR LEGAL ENTITY NAME:

Contractor Signatory, Contractor Title

DATE: _____

STATE OF TENNESSEE,

OFFICE OF THE STATE ARCHITECT:

Peter L. Heimbach, Jr., State Architect

DATE: _____

DEPARTMENT OF GENERAL SERVICES:

Robert E. Oglesby, Commissioner

DATE: _____

APPROVED AS TO COMPLIANCE WITH POLICY AND STATUTE:

Justin P. Wilson, Comptroller of the Treasury

DATE: _____

APPROVED AS TO COMPLIANCE WITH FORM AND LEGALITY:

Herbert H. Slatery III, Attorney General and Reporter

DATE: _____

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 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.

CONTRACTOR SIGNATURE

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

PRINTED NAME AND TITLE OF SIGNATORY

Scope of Services

F&I Amendment

**AMENDMENT TO CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF GENERAL SERVICES
AND
CONTRACTOR NAME
TO
SBC PROJECT NUMBER 529/050-01-2015-02**

This Amendment to Contract (the "F&I Amendment"), is entered into as of the _____ day of _____, 2015 (the "Effective Date"), by and between the State of Tennessee, Department of **General Services**, hereinafter referred to as the "State" and **Contractor Legal Entity Name**, hereinafter referred to as the "Contractor."

WHEREAS, the State and the Contractor are parties to that certain contract dated _____ for Exhibit Fabricator services (the "Original Contract"); and

WHEREAS, pursuant to the terms of Section A.2 of the Original Contract the parties are entering into this F&I Amendment.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the State and Contractor agree as follows:

1. The Exhibit Fabricator shall perform all services set forth in Section C of Attachment B to the Original Contract and shall construct and install the exhibits in accordance with the Shop Drawings approved in writing by the State (collectively, the "F&I Services").
2. The F&I Services shall commence immediately upon full execution of this F&I Amendment and, subject to authorized adjustments, shall be substantially completed by _____ (the "Substantial Completion Date"). In the event that the F&I Services are not substantially complete by the Substantial Completion Date, liquidated damages in the amount of \$_____/day shall be assessed to the Contractor.
3. The Contractor shall be paid the sum of \$_____ (the "GMP") for completion of the F&I Services. The GMP shall be paid to the Contractor in accordance with the budget and schedule attached hereto as Schedule 1. Accordingly, the first sentence of Section C.1. of the Original Contract is hereby deleted and the following is inserted in its place and stead: "In no event shall the maximum liability of the State under this Contract exceed _____."
4. Any capitalized terms not defined herein shall have the meaning ascribed to them in the Original Contract. All of the terms, provisions, covenants and agreements contained in the Original Contract are hereby incorporated herein by reference in the same manner and to the same extent as if all such terms, provisions covenants and agreements were fully set forth herein. Except as otherwise expressly amended herein, all the terms and conditions of the Original Contract shall remain and continue in full force and effect. In case of any inconsistency between the Original Contract and this F&I Amendment, this F&I Amendment shall govern and control. This F&I Amendment shall be binding upon the heirs, legal representatives, successors and assigns of the parties. This F&I Amendment shall not be effective or legally binding on the State unless and until a fully executed original F&I Amendment has been returned to the Contractor and the review and approval by all appropriate State officials and the State Building Commission, if applicable, has been obtained.

This instrument may be executed in one or more counterparts. It shall be fully executed when each party whose signature is required has signed at least one (1) counterpart, even though no one (1) counterpart contains the signatures of all parties to this instrument. Electronic, scanned or facsimile signatures shall have the same force and effect as original signatures. This F&I Amendment is entered into as of the day and year written above as witnessed.

IN WITNESS WHEREOF:

CONTRACTOR LEGAL ENTITY NAME:

Contractor Signatory, Contractor Title

DATE: _____

STATE OF TENNESSEE,

OFFICE OF THE STATE ARCHITECT:

Peter L. Heimbach, Jr., State Architect

DATE: _____

DEPARTMENT OF GENERAL SERVICES:

Robert E. Oglesby, Commissioner

DATE: _____

APPROVED AS TO COMPLIANCE WITH POLICY AND STATUTE:

Justin P. Wilson, Comptroller of the Treasury

DATE: _____

APPROVED AS TO COMPLIANCE WITH FORM AND LEGALITY:

Herbert H. Slatery III, Attorney General and Reporter

DATE: _____

Acknowledgement of Exhibit Installation Completion

RE: Contract between the State of Tennessee, Department of **General Services** (the "State") and **Contractor Legal Entity Name** (the "Contractor") for Exhibit Fabricator services at the New State Museum (the "Original Contract"), as the same may have been amended (collectively, the "Contract")

Dear Sirs,

In accordance with Section A.3 of the Original Contract, Contractor has completed the services set forth in Sections B and C of Attachment B of the Original Contract. Pursuant to the terms of the Contract, the services set forth in Section D of Attachment B of the Original Contract (warranty services) shall be provided to the State until _____ at which point the State shall make payment to Contractor for such services in accordance with the Original Contract.

CONTRACTOR

By: _____

Title: _____

ACKNOWLEDGED AND AGREED:

State of Tennessee

By: _____

Title: _____

Exhibit Fabricator Scope of Services and Deliverables

A. General Services

All services listed under this Section A shall be provided during the Pre-Fabrication Phase and during the Fabrication and Installation Phase. The State shall issue a written notice to proceed to the Contractor prior to the commencement of the services set forth in Phases I and II of Section B below. Execution of the F&I Amendment by the State shall be considered the notice to proceed for commencement of the services set forth in Section C below, in the event that the State elects to proceed with the F&I Amendment.

1. Coordinate with the Architect and Exhibit Designer to ensure integration between the building and the exhibits including providing review and written commentary of all milestone design documentation prepared by the Architectural Design Team and Exhibition Design Team.
2. Coordinate and consult with the Exhibit Designer during all phases to ensure that the exhibits are being designed with fabrication input and to budget. Close collaboration is vital for efficient installation and reliable and realistic cost estimation. Assist the Exhibit Designer to ensure consistency, clarity, and completeness of the drawings and specifications.
3. Provide expert advice on exhibit design, exhibit fabrication, exhibit installation, and the visitor experience in order to help the State achieve their goal for an interactive, world-class exhibition.
4. Recommend and advise on strategies for maximizing the schedule at all stages of design, fabrication and installation.
5. Attend all scheduled progress meetings in person.
6. Participate in weekly teleconference call with PMaA to discuss all current, and any pressing, aspects of the Museum project.
7. Make presentations to the Exhibit Designer, Architect, State, PMaA and other persons working on the Museum project, as required.
8. Provide a Schedule and Schedule Management, consisting as a minimum:
 - a. The Schedule shall list all critical path milestones. Once submitted to the PMaA, and approved by the State in writing, the Schedule shall be considered the operative document setting forth the timeline by which the Contractor shall provide all services and deliverables set forth in this Attachment B. The Schedule shall not be revised without the prior written consent of the State. Any approved revisions to the Schedule shall be submitted by the State to the PMaA and such revisions shall then set forth the timeline by which the Contractor shall provide all services and deliverables set forth in this Attachment B.
 - b. In collaboration with the Exhibit Designer, Museum Working Group, and PMaA, provide a preliminary schedule for completion of the services set forth in Section C below within first 30 days of commission which is coordinated with overall "Project Schedule" prepared by the PMaA. Schedule should also identify logistical coordination (fabrication, installation, and on-site spaces) and any long lead times.

- c. Provide updates to the Schedule at the end of each phase of work by the Exhibit Designer (the “Design Phases”) and present to the Exhibit Designer, PMaA, and any other Project teams.
- d. Evaluate and report on recommendations for reasonable and efficient work sequencing

B. Pre-Fabrication Phase Services

Phase I:

1. Provide a Project Management Plan, consisting as a minimum:
 - a. Contact list (including all subcontractors) and their staff (updated at the end of each Project phase)
 - b. Work plan for delivering the scope of work
 - c. Schedule – ensuring ability to construct, produce, and install the exhibition on time
 - d. Risk identification and mitigation plan
 - e. Reporting and communication plan
 - f. Coordinate with PMaA and provide input to the PMaA’s project wide Project Management Plan (PMP) on all areas of exhibit fabrication and installation.
2. Exhibition Design Documentation Review, consisting as a minimum:
 - a. Review, comment and assess construction, maintenance and cost feasibility of Concept Design, Design Development, Final Design, Architectural Integration, and any other packages or documentation prepared by the Exhibit Designer. This shall be in the form of a detailed report and presented to the Exhibit Designer, PMaA, and any others on the Museum project team at the end of each phase.
 - b. Provide input during all phases on suitability of construction installation technology, methodologies and materials. Provide recommendations to Exhibit Designer and PMaA for construction materials and methods during all Design Phases
 - c. Identify any project-specific issues, their potential budget and schedule consequences, and offer mitigation recommendations
 - d. Prepare evaluation of lead times for material and equipment procurement that may affect cost and schedule
 - e. Provide recommendations and strategies for fabrication processes/sources
 - f. Evaluate and provide comments on infrastructure requirements for all exhibit power, data, loading, and any other elements.
 - g. Identify any potential site or building restrictions
 - h. Provide input and recommendations for design solutions to accommodate integration of exhibit components with building structure and systems
3. Provide Cost Estimating and Cost Control, consisting as a minimum:
 - a. Prepare and present detailed budget and cost estimates at the 50%, 75% and 100% stage of each of the following Design Phases:

- i. Concept Design
 - ii. Design Development
 - iii. Final Design
- b. Identify strategies and solutions for value engineering and cost control if required to ensure the target for total cost set forth in Section C below is maintained within the expectations of the State
 - c. Coordinate with Exhibit Designer and PMaA To establish a reasonable cost contingency and protocol for its allocation
 - d. Coordinate with PMaA to establish protocol for change orders within the GMP (as hereinafter defined) to be approved by the State
 - e. Prepare final estimate of the Exhibit Budget based on Final Design for approval prior to commencement of fabrication. This estimate shall constitute the guaranteed maximum price (the "GMP") and will be the basis for payment to the Contractor under the F&I Amendment

Phase II:

- 4. Prepare Shop Drawings (the "Shop Drawings"), consisting as a minimum:
 - a. Construction details and specifications of all exhibit components for review and approval by Exhibit Designer and the State. At the request of the State, certain Shop Drawings may be as early as Design Development phase in order to assist the Exhibit Designer in the development of cost effective and feasibly constructed exhibits and will continue into the services provided under Section C below
 - b. Provide drawing sets for the State Fire Marshal (if State Fire Marshal approval is required, documents must be signed and stamped by an architect or engineer registered in the State of Tennessee)
 - c. Integration and construction documentation for subcontracted trades (e.g. mechanical, electrical etc.)
 - d. Provide electrical load requirements to Architect and Construction Manager
 - e. Identify material and hardware alternates for review and approval by the Exhibit Designer

C. Fabrication and Installation Phase Services

- 1. Provide Asset and Copyright Procurement, consisting as a minimum:
 - a. Purchase and procure all still images, moving images and digital assets as sourced by the Exhibit Designer
 - b. Procure all copyrights and licenses for Museum use in perpetuity for exhibition display only
 - c. Coordinate, shoot and procure original photography and video as required
 - d. Coordinate and schedule asset procurement with the Exhibit Designer and Museum Working Group. For example, assets owned by the Museum should be delivered according to schedule and output requirements identified by the Exhibition Fabricator. Original illustrations will be provided by the Exhibit Designer

- e. Assign all copyright to the Museum/State
2. Provide Prototyping, consisting as a minimum:
 - a. Proof-of-concept and first order to demonstrate performance of base items such as cases with internal lighting and controls, graphic types (panels, murals) and substrates, replicas, and material samples in particular for artifact mounts and in case furniture.
 - b. Mechanical interactives as identified by the State and the Exhibit Designer that requires testing prior to final construction
 - c. Media equipment such as touchscreens and computer systems to demonstrate their performance, speed, and quality
 - d. Mock-ups of exhibit components as identified by the Exhibit Designer and the State that require testing with key audience groups prior to final construction
3. Provide Exhibit Construction & Procurement Services, consisting as a minimum:
 - a. Fabricate and install all materials as specified by the Exhibit Designer (including, but not limited to, the following: lighting, reader rails, graphics, benches, AVC enclosures and supports, projection screens, rough carpentry, selected wall panels and interior finishes, platforms, miscellaneous structures, electrical extensions, HVAC accommodations, scenic treatments, faux finishes, cast figures, tactile models, etc.)
 - b. Sample review – materials, graphic types and substrates, etc.
 - c. Construct all custom millwork, cabinets, object cases, specialty works, sets, models, dioramas, low-tech mechanical exhibits, (including interior fit-out and installation of case alarms, interior lighting etc.)
 - d. Artifact cases are to be constructed/procured to museum conservation standards and to the environmental control established by the Exhibit Designer and Owner (e.g. lighting, humidity, security, no off-gassing, operation etc.)
 - e. Arrange appropriate visits at the Contractor's shop for the Exhibit Designer, PMAA, and the State as required to review progress, approve prototypes, proof of concept etc. (but at a minimum at 50%, 75% and 95% completion).
4. Provide Graphic Production, consisting as a minimum:
 - a. Procure all images and original photography
 - b. Produce all graphics according to design specifications and artwork prepared by the Exhibit Designer
 - c. Pre-flight Production Ready Artwork provided by the Exhibit Designer
 - d. Prepare proofs of all graphics prior to final production for approval by the Exhibit Designer and the State
 - e. Installation of all graphic components including text panels, labels, murals, and banners
5. Provide Media Production, consisting as a minimum:
 - a. Procure all video, audio and image assets for multimedia and AV production

- b. Produce, and test, all software for soundscapes, audio-visual components, and interactive digital media
 - c. Prepare wireframe models, and online and offline productions for Exhibit Designer and State review and approval
 - d. Produce onscreen graphics and icons
 - e. Procure all voice and onscreen talent as required
 - f. Coordinate and procure necessary labor and equipment for in-studio and location shooting
 - g. Provide all editing, pre-production and post-production activities
 - h. Program and load all digital assets and programs onto hardware delivery systems
 - i. Develop and populate content management system (“CMS”) if required and specified by the Exhibit Designer and the State. Train all staff in use of the CMS
6. Provide Technology Procurement and Integration, consisting as a minimum:
- a. Develop technology strategy, delivery systems, and show control
 - b. Design and integrate multimedia hardware and show control
 - c. Specify, test, procure and program all hardware and media delivery systems
 - d. Provide all necessary cabling, racking, and wiring
 - e. Design and fit-out all AV closets and/or control rooms (racks, cables, control, etc.)
 - f. Coordinate with building electrical, mechanical, IT systems etc.
7. Provide and Install Lighting, consisting as a minimum:
- a. Engineer lighting hardware systems based on approved design and specifications provided by the Exhibit Designer
 - b. Procure and integrate lighting hardware systems
 - c. Exhibit lighting to include, as a minimum: dimming system, track, fixtures, case lighting and specialty lighting as specified by the Exhibit Designer
 - d. Track and high-voltage installation and electrical distribution by the Construction Manager
 - e. Provide all spares, bulbs, fixtures etc. per specification
 - f. Install all exhibit lighting and systems. Final focusing shall be the responsibility of the Exhibit Designer
8. Perform Gallery/Exhibition Space Fit-Out, consisting as a minimum:
- a. Review site conditions and confirm all measurements to ensure seamless integration of exhibits in the building
 - b. Deliver and construct all interior partitions, finishes, raised floors and sets, dividers etc. as required by the exhibition design and not provided by the base building

- c. Install exhibition lighting, special f/x lighting, and fixtures. Positioning and final focusing will be provided by the Exhibit Designer. Coordinate with house lighting and show control (e.g. dimming, isolation, day/night, special event, etc.)
 - d. Sets and environments including reinstallation of existing large sets and macro displays from the current Museum
 - e. Electrical draws and terminations as required
9. Provide Shipping Services, consisting as a minimum:
- a. Pack and protect all exhibits and media components for safe transport from the Contractor's shop to the Museum
 - b. Organize logistics for shipping materials to site with other trades and on-site labor
 - c. Manage safe delivery, crating and uncrating of materials on-site
 - d. Provide/rent necessary loading equipment
10. Provide Installation, consisting as a minimum:
- a. Installation schedule (clean and dirty works, artifacts, media)
 - b. Provide trained and experienced installation staff
 - c. Procure/rent/provide all necessary equipment, tools and machinery to install the exhibits
 - d. Coordinate installation times and hours with other trades and Construction Manager
 - e. Obtain any and all permits if required
 - f. Maintain a safe and clean installation environment
 - g. Artifact and media installation are to occur in a clean and commissioned gallery
 - h. Ensure clean site for handover, dispose of all refuse
11. Provide Artifact Mounts and Installation, consisting as a minimum:
- a. Construct all custom mounts, plinths, shelves, risers, etc. (in cooperation with Exhibit Designer and Museum staff)
 - b. All materials procured are to be of conservation quality and approved by Exhibit Designer
 - c. Prepare artifact installation schedule in consultation with the Museum Working Group. Artifact installation shall only occur once gallery is fully commissioned and "clean" (dust free, humidity and temperature control)
 - d. Mount makers and artifact installers must be experienced in handling artifacts
 - e. Prepare strategy for constructing mounts that may include work on site at the existing museum, prior to transfer to the Museum
 - f. Pack and safely move artifacts for display from the existing museum to the Museum in collaboration with the Museum Working Group

12. Provide Training and Maintenance Instructions, consisting as a minimum:
 - a. Prior to handover, conduct operations and maintenance training with Museum staff
 - b. Handover maintenance and operations manual. Manual to include specifications of hardware and lighting fixtures as well as vendors for future purchase/replacement
 - c. Provide a set of as built drawings of all installed work
13. Provide Deficiency List and Remediation, consisting as a minimum:
 - a. Establish deficiency list with State, PMaA and Exhibit Designer
 - b. Carry out a walkthrough with the State, Museum Working Group, PMaA and Exhibit Designer
 - c. Provide adequate commissioning period to test exhibit operations
 - d. Provide schedule and strategy for correction of deficiencies
 - e. Establish handover protocol and final sign off with State and Exhibit Designer

D. Provide Warranty Period Services

1. Twelve Month warranty period (the "Warranty Period") begins on date set forth in the Completion Acknowledgment. Contractor to guarantee 12 month warranties for all equipment purchased, mounts, etc. prior to handover (e.g. monitors purchased in advance of installation must have a full 12 month guarantee after handover despite purchase date).
2. Within 30 days of commencement of the Warranty Period, Contractor shall provide the State with three copies of a complete and accurate Exhibition Operation and Maintenance Manual including inventory of parts and replacements
3. Within 30 days of commencement of the Warranty Period, Contractor shall provide a protocol and process for addressing warranty items over the Warranty Period with the State and the Exhibit Designer. Warranty to cover all hardware, lighting, fixtures, and other items provided by third party vendors in addition to exhibits directly constructed/provided by the Contractor
4. Provide 60 days of AV systems support from the scheduled date for opening of the Museum in addition to the 12 month warranty period for all parts, systems, labor, etc.
5. Provide a minimum of 4 trips to Museum during first year of operation to review systems with Museum staff

F&I Amendment

**AMENDMENT TO CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF GENERAL SERVICES
AND
CONTRACTOR NAME
TO
SBC PROJECT NUMBER 529/050-01-2015-02**

This Amendment to Contract (the "Amendment"), is entered into as of the _____ day of _____, 2015 (the "Effective Date"), by and between the State of Tennessee, Department of **General Services**, hereinafter referred to as the "State" and **Contractor Legal Entity Name**, hereinafter referred to as the "Contractor."

WHEREAS, the State and the Contractor are parties to that certain contract dated _____ for Exhibit Fabricator services (the "Original Contract"); and

WHEREAS, pursuant to the terms of Section A.2 of the Original Contract the parties are entering into this Amendment.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the State and Contractor agree as follows:

1. The Exhibit Fabricator shall perform all services set forth in Section C of Attachment B to the Original Contract and shall construct and install the exhibits in accordance with the Shop Drawings approved in writing by the State (collectively, the "F&I Services").
2. The F&I Services shall commence immediately upon full execution of this Amendment and, subject to authorized adjustments, shall be substantially completed by _____ (the "Substantial Completion Date"). In the event that the F&I Services are not substantially complete by the Substantial Completion Date, liquidated damages in the amount of \$_____/day shall be assessed to the Contractor.
3. The Contractor shall be paid the sum of \$_____ (the "GMP") for completion of the F&I Services. The GMP shall be paid to the Contractor in accordance with the budget and schedule attached hereto as Schedule 1.
4. Any capitalized terms not defined herein shall have the meaning ascribed to them in the Original Contract. All of the terms, provisions, covenants and agreements contained in the Original Contract are hereby incorporated herein by reference in the same manner and to the same extent as if all such terms, provisions covenants and agreements were fully set forth herein. Except as otherwise expressly amended herein, all the terms and conditions of the Original Contract shall remain and continue in full force and effect. In case of any inconsistency between the Original Contract and this Amendment, this Amendment shall govern and control. This Amendment shall be binding upon the heirs, legal representatives, successors and assigns of the parties. This Amendment shall not be effective or legally binding on the State unless and until a fully executed original Amendment has been returned to the Contractor and the review and approval by all appropriate State officials and the State Building Commission, if applicable, has been obtained.

This instrument may be executed in one or more counterparts. It shall be fully executed when each party whose signature is required has signed at least one (1) counterpart, even though no one (1) counterpart contains the signatures of all parties to this instrument. Electronic, scanned or facsimile signatures shall have the same force and effect as original signatures. This F&I Amendment is entered into as of the day and year written above as witnessed.

IN WITNESS WHEREOF:

CONTRACTOR LEGAL ENTITY NAME:

Contractor Signatory, Contractor Title

DATE: _____

STATE OF TENNESSEE,

OFFICE OF THE STATE ARCHITECT:

Peter L. Heimbach, Jr., State Architect

DATE: _____

DEPARTMENT OF GENERAL SERVICES:

Robert E. Oglesby, Commissioner

DATE: _____

APPROVED AS TO COMPLIANCE WITH POLICY AND STATUTE:

Justin P. Wilson, Comptroller of the Treasury

DATE: _____

APPROVED AS TO COMPLIANCE WITH FORM AND LEGALITY:

Herbert H. Slatery III, Attorney General and Reporter

DATE: _____

Acknowledgement of Exhibit Installation Completion

RE: Contract between the State of Tennessee, Department of **General Services** (the "State") and **Contractor Legal Entity Name** (the "Contractor") for Exhibit Fabricator services at the New State Museum (the "Original Contract"), as the same may have been amended (collectively, the "Contract")

Dear Sirs,

In accordance with Section A.3 of the Original Contract, Contractor has completed the services set forth in Sections B and C of Attachment B of the Original Contract. Pursuant to the terms of the Contract, the services set forth in Section D of Attachment B of the Original Contract shall be provided at no additional charge to the State until _____.

CONTRACTOR

By: _____

Title: _____

ACKNOWLEDGED AND AGREED:

State of Tennessee

By: _____

Title: _____

Contractor Legal Entity Name
SBC Project #: **XXX/XXX-XX-XXXX**

Acknowledgement of Exhibit Installation Completion

RE: Contract between the State of Tennessee, Department of **General Services** (the "State") and **Contractor Legal Entity Name** (the "Contractor") for Exhibit Fabricator services at the New State Museum (the "Original Contract"), as the same may have been amended (collectively, the "Contract")

Dear Sirs,

In accordance with Section A.3 of the Original Contract, Contractor has completed the services set forth in Sections B and C of Attachment B of the Original Contract. Pursuant to the terms of the Contract, the services set forth in Section D of Attachment B of the Original Contract shall be provided at no additional charge to the State until _____.

CONTRACTOR

By: _____

Title: _____

ACKNOWLEDGED AND AGREED:

State of Tennessee

By: _____

Title: _____