



**STATE OF TENNESSEE
DEPARTMENT OF TOURIST DEVELOPMENT**

**REQUEST FOR PROPOSALS
FOR
MEDIA PLACEMENT and
OFF-LINE ADVERTISING
SERVICES
RFP NUMBER: 326.01- 804**

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1.1 Statement of Purpose

The State of Tennessee, Department of Tourist Development, hereinafter referred to as the State, has issued this Request for Proposals (RFP) to define the State's minimum service requirements; solicit proposals; detail proposal requirements; and, outline the State's process for evaluating proposals and selecting the contractor.

Through this RFP, the State seeks to buy the best services at the most favorable, competitive prices and to give ALL qualified businesses, including those that are owned by minorities, women, persons with a disability, and small business enterprises, opportunity to do business with the State as contractors and sub-contractors.

The State intends to secure a contract for off-line advertising and media strategy including development, creation and placement of off-line advertising and media campaigns to reach Tennessee's potential tourism customer. In conjunction therewith, the State will also require the generation of added value opportunities with media buys, promotional development, pre and post campaign analyses, research to support and measure advertising as well as media and promotion programs and administration of cooperative marketing and business development programs to reach Tennessee's potential tourism customer through maximum use of all available resources.

1.2 Scope of Service, Contract Period, and Required Terms and Conditions

The RFP Attachment 6.1, *Pro Forma* Contract details the State's required:

- Scope of Services and Deliverables in Section A;
- Contract Period in Section B;
- Payment Terms in Section C;
- Standard Terms and Conditions in Section D; and,
- Special Terms and Conditions in Section E.

The *pro forma* contract substantially represents the contract document that the Proposer selected by the State MUST agree to and sign.

1.3 Nondiscrimination

No person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the State's contracted programs or activities on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor shall they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the State or in the employment practices of the State's contractors. Accordingly, all vendors entering into contracts with the State shall, upon request, be required to show proof of such nondiscrimination and to post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

The State has designated the following individual 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 applicable federal regulations.

Nancy Hargiss-Tatlock, General Counsel
Tennessee Department of Tourist Development
Wm. Snodgrass/Tennessee Tower, 25th Floor
312 8th Avenue North
Nashville, TN 37243
(615) 741-9065

1.4 Assistance to Proposers with a Disability

A Proposer with a disability may receive accommodation regarding the means of communicating this RFP and participating in this RFP process. A Proposer with a disability should contact the RFP Coordinator to request reasonable accommodation no later than the Disability Accommodation Request Deadline detailed in the RFP Section 2, Schedule of Events.

1.5 RFP Communications

1.5.1 Unauthorized contact regarding this RFP with employees or officials of the State of Tennessee other than the RFP Coordinator detailed below may result in disqualification from this procurement process.

1.5.1.1 Interested Parties must direct all communications regarding this RFP to the following RFP Coordinator, who is the State of Tennessee's only official point of contact for this RFP.

Nancy Hargiss-Tatlock, General Counsel
 Tennessee Department of Tourist Development
 Wm. Snodgrass/Tennessee Tower, 25th Floor
 312 8th Avenue North
 Nashville, TN 37243
 (615) 741-9065 (Telephone)
 (615) 741-7225 (Fax)
 E-mail address: Nancy.Hargiss-Tatlock@state.tn.us

1.5.1.2 Notwithstanding the foregoing, Interested Parties may contact the staff of the Governor's Office of Diversity Business Enterprise for general, public information regarding this RFP, assistance available from the Governor's Office of Diversity Business Enterprise, or potential future state procurements.

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

RFP-326.01-804

1.5.3 Any oral communications shall be considered unofficial and non-binding with regard to this RFP.

1.5.4 Each Proposer shall assume the risk of the method of dispatching any communication or proposal to the State. The State assumes no responsibility for delays or delivery failures resulting from the method of dispatch. Actual or electronic "postmarking" of a communication or proposal to the State by a deadline date shall not substitute for actual receipt of a communication or proposal by the State.

1.5.5 The RFP Coordinator must receive all written comments, including questions and requests for clarification, no later than the Written Comments Deadline detailed in the RFP Section 2, Schedule of Events.

1.5.6 The State reserves the right to determine, at its sole discretion, the appropriate and adequate responses to written comments, questions, and requests for clarification. The State's official responses and other official communications pursuant to this RFP shall constitute an amendment of this RFP.

1.5.7 The State will convey all official responses and communications pursuant to this RFP to the potential Proposers from whom the State has received a Notice of Intent to Propose.

1.5.8 Only the State's official, written responses and communications shall be considered binding with regard to this RFP.

1.5.9 The State reserves the right to determine, at its sole discretion, the method of conveying official responses and communications pursuant to this RFP (e.g., written, facsimile, electronic mail, or Internet posting).

1.5.10 Any data or factual information provided by the State, in this RFP or an official response or communication, shall be deemed for informational purposes only, and if a Proposer relies on such data or factual information, the Proposer should either: (1) independently verify the information; or, (2) obtain the State's written consent to rely thereon.

1.6 Notice of Intent to Propose

Each potential Proposer should submit a Notice of Intent to Propose to the RFP Coordinator by the deadline detailed in the RFP Section 2, Schedule of Events. The notice should include:

- Proposer's name
- name and title of a contact person
- address, telephone number, and facsimile number of the contact person

NOTICE: A Notice of Intent to Propose creates no obligation and is not a prerequisite for making a proposal, however, it is necessary to ensure receipt of RFP amendments and other communications regarding the RFP (refer to RFP Sections 1.5, *et seq.*, above).

1.7 Proposal Deadline

Proposals must be submitted no later than the Proposal Deadline time and date detailed in the RFP Section 2, Schedule of Events. A proposal must respond to the written RFP and any RFP exhibits, attachments, or amendments. A late proposal shall not be accepted, and a Proposer's failure to submit a proposal before the deadline shall cause the proposal to be disqualified.

1.8 Pre-Proposal Conference

A Pre-Proposal Conference will be held at the time and date detailed in the RFP Section 2, Schedule of Events. The purpose of the conference is to discuss the RFP scope of services. While questions will be entertained, the response to any question at the Pre-Proposal Conference shall be considered tentative and non-binding with regard to this RFP. Questions concerning the RFP should be submitted in writing prior to the Written Comments Deadline date detailed in the RFP Section 2, Schedule of Events. To ensure accurate, consistent responses to all known potential Proposers, the official response to questions will be issued by the State as described in RFP Sections 1.5, *et seq.*, above and on the date detailed in the RFP Section 2, Schedule of Events.

Pre-Proposal Conference attendance is not mandatory, and each potential Proposer will be limited to a maximum number of two (2) attendees. The conference will be held at:

Tennessee Department of Tourist Development
Wm. Snodgrass/Tennessee Tower, 25th Floor
312 8th Avenue North
Nashville, TN 37243

See RFP Exhibit 1 for the Pre-Proposal agenda.

2 SCHEDULE OF EVENTS

The following Schedule of Events represents the State's best estimate of the schedule that will be followed. Unless otherwise specified, the time of day for the following events will be between 8:00 a.m. and 4:30 p.m., Central Time.

RFP SCHEDULE OF EVENTS		
NOTICE: The State reserves the right, at its sole discretion, to adjust this schedule as it deems necessary. The State will communicate any adjustment to the Schedule of Events to the potential proposers from whom the State has received a Notice of Intent to Propose.		
EVENT	TIME	DATE (<u>all</u> dates are state business days)
1. State Issues RFP		April 16, 2008
2. Disability Accommodation Request Deadline		April 23, 2008
3. Pre-proposal Conference	10:00 a.m.	April 25, 2008
4. Notice of Intent to Propose Deadline		April 29, 2008
5. Written Comments Deadline		May 2, 2008
6. State Responds to Written Comments		May 9, 2008
7. Proposal Deadline	2:00 p.m.	May 16, 2008
8. State Completes Written Technical Proposal Evaluations		May 23, 2008
9. Deadline to Schedule Proposal Presentation	9:00 a.m.	May 27, 2008
10. Proposal Presentations		May 28 – May 29, 2008
11. State Completes Proposal Presentation Evaluations		May 30, 2008
12. State Opens Cost Proposals and Calculates Scores	9:00 a.m.	June 2, 2008
13. State Issues Evaluation Notice <u>and</u> Opens RFP Files for Public Inspection	9:00 a.m.	June 3, 2008
14. Contract Signing		June 16, 2008
15. Contract Signature Deadline		June 23, 2008
16. Contract Start Date		July 1, 2008

3 PROPOSAL REQUIREMENTS

Each Proposer must submit a proposal in response to this RFP with the most favorable terms that the Proposer can offer. There will be no best and final offer procedure.

3.1 Proposal Form and Delivery

3.1.1 Each response to this RFP must consist of a Technical Proposal and a Cost Proposal (as described below).

3.1.2 Each Proposer must submit One (1) original and Five (5) copies of the Technical Proposal to the State in a sealed package that is clearly marked:

“Technical Proposal in Response to RFP- 326.01-804 -- Do Not Open”

3.1.3 Each Proposer must submit one (1) Cost Proposal to the State in a separate, sealed package that is clearly marked:

“Cost Proposal in Response to RFP- 326.01-804 -- Do Not Open”

3.1.4 If a Proposer encloses the separately sealed proposals (as detailed above) in a larger package for mailing, the Proposer must clearly mark the outermost package:

“Contains Separately Sealed Technical and Cost Proposals for RFP- 326.01-804”

3.1.5 The State must receive all proposals in response to this RFP, at the following address, no later than the Proposal Deadline time and date detailed in the RFP Section 2, Schedule of Events.

Tennessee Department of Tourism
Wm. Snodgrass/Tennessee Tower, 25th Fl.
Attn: Nancy Hargiss-Tatlock, General Counsel
312 8th Avenue North
Nashville, TN 37243

3.1.6 A Proposer may not deliver a Proposal orally or by any means of electronic transmission.

3.2 Technical Proposal

3.2.1 The RFP Attachment 6.3, Technical Proposal and Evaluation Guide details specific requirements for making a Technical Proposal in response to this RFP. This guide includes mandatory and general requirements as well as technical queries requiring a written response.

NOTICE: No pricing information shall be included in the Technical Proposal. Inclusion of Cost Proposal amounts in the Technical Proposal shall make the proposal non-responsive and the State shall reject it.

3.2.2 Each Proposer must use the Technical Proposal and Evaluation Guide to organize, reference, and draft the Technical Proposal. Each Proposer should duplicate the Technical Proposal and Evaluation Guide and use it as a table of contents covering the Technical Proposal (adding proposal page numbers as appropriate).

3.2.3 Each Proposal should be economically prepared, with emphasis on completeness and clarity of content. A Proposal, as well as any reference material presented, must be written in English and must be written on standard 8 1/2" x 11" paper (although foldouts containing charts, spreadsheets, and oversize exhibits are permissible). All Proposal pages must be numbered.

3.2.4 All information included in a Technical Proposal should be relevant to a specific requirement detailed in the Technical Proposal and 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 in no way contribute to the evaluation process.

3.2.5 The State may determine a Proposal to be non-responsive and reject it if the Proposer fails to organize and properly reference the Technical Proposal as required by this RFP and the Technical Proposal and Evaluation Guide.

3.2.6 The State may determine a Proposal to be non-responsive and reject it if the Technical Proposal document fails to appropriately address/meet all of the requirements detailed in the Technical Proposal and Evaluation Guide.

3.3 Cost Proposal

- 3.3.1 The Cost Proposal must be submitted to the State in a sealed package separate from the Technical proposal.
- 3.3.2 Each Cost Proposal must be recorded on an exact duplicate of the RFP Attachment 6.4, Cost Proposal and Scoring Guide.
- 3.3.3 Each Proposer shall ONLY record the proposed cost exactly as required by the Cost Proposal and Scoring Guide and shall NOT record any other rates, amounts, or information.
- 3.3.4 The proposed cost shall incorporate all costs for services under the contract for the total contract period.
- 3.3.5 The Proposer must sign and date the Cost Proposal.
- 3.3.6 If a Proposer fails to submit a Cost Proposal as required, the State shall determine the Proposal to be non-responsive and reject it.

4 GENERAL REQUIREMENTS & CONTRACTING INFORMATION

4.1 Proposer Required Review and Waiver of Objections

Each Proposer must carefully review this RFP and any and all attachments, including but not limited to the *pro forma* Contract, for comments, questions, defects, objections, or any other matter requiring clarification or correction (collectively called “Comments”). Comments concerning RFP objections must be made in writing and received by the State no later than the Written Comments Deadline detailed in the RFP Section 2, Schedule of Events. This will allow issuance of any necessary amendments and help prevent the opening of defective Proposals upon which a Contract award could not be made.

Protests based on any objection shall be considered waived and invalid if these comments/objections have not been brought to the attention of the State, in writing, by the Written Comments Deadline.

4.2 RFP Amendment and Cancellation

The State reserves the unilateral right to amend this RFP in writing at any time. If an RFP amendment is issued, the State will convey such amendment to the potential Proposers who submitted a Notice of Intent to Propose. Each proposal must respond to the final written RFP and any exhibits, attachments, and amendments.

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

4.3 Proposal Prohibitions and Right of Rejection

- 4.3.1 The State of Tennessee reserves the right, at its sole discretion, to reject any and all Proposals in accordance with applicable laws and regulations.
- 4.3.2 Each Proposal must comply with all of the terms of this RFP and all applicable State laws and regulations. The State may reject any Proposal that does not comply with all of the terms, conditions, and performance requirements of this RFP. The State may consider any Proposal that does not meet the requirements of this RFP to be non-responsive, and the State may reject such a Proposal.
- 4.3.3 A Proposal of alternate services (i.e., a Proposal that offers services different from those requested by this RFP) shall be considered non-responsive and rejected.
- 4.3.4 A Proposer may not restrict the rights of the State or otherwise qualify a Proposal. The State may determine such a Proposal to be a non-responsive counteroffer, and the Proposal may be rejected.
- 4.3.5 A Proposer may not submit the Proposer's own contract terms and conditions in a response to this RFP. If a Proposal contains such terms and conditions, the State may determine, at its sole discretion, the Proposal to be a non-responsive counteroffer, and the Proposal may be rejected.
- 4.3.6 A Proposer shall not submit more than one (1) Proposal. Submitting more than one (1) Proposal shall result in the disqualification of the Proposer.
- 4.3.7 A Proposer shall not submit multiple Proposals in different forms. This prohibited action shall be defined as a Proposer submitting one (1) Proposal as a prime contractor and permitting a second

Proposer to submit another Proposal with the first Proposer offered as a subcontractor. This restriction does not prohibit different Proposers from offering the same subcontractor as a part of their Proposals, provided that the subcontractor does not also submit a Proposal as a prime contractor. Submitting multiple Proposals in different forms may result in the disqualification of all Proposers knowingly involved.

- 4.3.8 The State shall reject a Proposal if the Cost Proposal was not arrived at independently without collusion, consultation, communication, or agreement as to any matter relating to such prices with any other Proposer. Regardless of the time of detection, the State shall consider any of the foregoing prohibited actions to be grounds for Proposal rejection or Contract termination.
- 4.3.9 The State shall not contract with or consider a Proposal from:
 - 4.3.9.1 An individual who is, or within the past six (6) months has been, an employee or official of the State of Tennessee;
 - 4.3.9.2 A company, corporation, or any other contracting entity in which an ownership of two percent (2%) or more is held by an individual who is, or within the past six (6) months has been, an employee or official of the State of Tennessee (this shall not apply either to financial interests that have been placed into a "blind trust" arrangement pursuant to which the employee does not have knowledge of the retention or disposition of such interests or to the ownership of publicly traded stocks or bonds where such ownership constitutes less than two percent (2%) of the total outstanding amount of the stocks or bonds of the issuing entity);
 - 4.3.9.3 A company, corporation, or any other contracting entity which employs an individual who is, or within the past six (6) months has been, an employee or official of the State of Tennessee in a position that would allow the direct or indirect use or disclosure of information, which was obtained through or in connection with his or her employment and not made available to the general public, for the purpose of furthering the private interest or personal profit of any person; or,
 - 4.3.9.4 Any individual, company, or other entity involved in assisting the State in the development, formulation, or drafting of this RFP or its scope of services shall be considered to have been given information that would afford an unfair advantage over other Proposers, and such individual, company, or other entity may not submit a Proposal in response to this RFP.
 - 4.3.9.5 For the purposes of applying the requirements of RFP subsection 4.3.9, *et. seq.*, an individual shall be deemed an employee or official of the State of Tennessee until such time as all compensation for salary, termination pay, and annual leave has been paid.
 - 4.3.10 The State reserves the right, at its sole discretion, to waive a Proposal's variances from full compliance with this RFP. If the State waives minor variances in a Proposal, such waiver shall not modify the RFP requirements or excuse the Proposer from full compliance with such. Notwithstanding any minor variance, the State may hold any Proposer to strict compliance with this RFP.

4.4 Incorrect Proposal Information

If the State determines that a Proposer has provided, for consideration in this RFP process or subsequent contract negotiations, incorrect information that the Proposer knew or should have known was materially incorrect, that Proposal shall be determined non-responsive and shall be rejected.

4.5 Proposal of Additional Services

If a Proposal offers services in addition to those required by and described in this RFP, the additional services may be added to the contract before contract signing at the sole discretion of the State. Notwithstanding the foregoing, a Proposer shall not propose any additional cost amount(s) or rate(s) for additional services.

NOTICE: The Proposer's Cost Proposal shall record only the financial proposal as required in this RFP and shall not record any other rates, amounts, or information. If a Proposer fails to submit a Cost Proposal as required, the State shall determine the proposal to be non-responsive and shall reject the proposal.

4.6 Assignment and Subcontracting

- 4.6.1 The Proposer awarded a contract pursuant to this RFP may not subcontract, transfer, or assign any portion of the contract without the State's prior, written approval.

- 4.6.2 A subcontractor may only be substituted for a proposed subcontractor at the discretion of the State and with the State's prior, written approval.
- 4.6.3 At its sole discretion, the State reserves the right to refuse approval of any subcontract, transfer, or assignment.
- 4.6.4 Notwithstanding State approval of each subcontractor, the Proposer, if awarded a contract pursuant to this RFP, shall be the prime contractor and shall be responsible for all work performed.

4.7 Right to Refuse Personnel

At its sole discretion, the State reserves the right to refuse any personnel, of the prime contractor or a subcontractor, for use in the performance of a contract pursuant to this RFP.

4.8 Insurance

The State may require the apparent successful Proposer to provide proof of adequate worker's compensation and public liability insurance coverage before entering into a contract. Additionally, the State may require, at its sole discretion, the apparent successful Proposer to provide proof of adequate professional malpractice liability or other forms 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.

4.9 Licensure

Before a Contract pursuant to this RFP is signed, the apparent successful Proposer must hold all necessary, applicable business and professional licenses. The State may require any or all Proposers to submit evidence of proper licensure.

4.10 Service Location and Work Space

The service pursuant to this RFP is to be performed, completed, managed, and delivered as detailed in the RFP Attachment 6.1, *pro forma* Contract. Work space on the State's premises may be available for Contractor use in accordance with the *pro forma* Contract or at the State's discretion. Any work performed on the State's premises shall be completed during the State's standard business hours.

4.11 Proposal Withdrawal

A Proposer may withdraw a submitted Proposal at any time up to the Proposal Deadline time and date detailed in the RFP Section 2, Schedule of Events. To do so, a Proposer must submit a written request, signed by a Proposer's authorized representative to withdraw a Proposal. After withdrawing a previously submitted Proposal, a Proposer may submit another Proposal at any time up to the Proposal Deadline.

4.12 Proposal Errors and Amendments

Each Proposer is liable for all Proposal errors or omissions. A Proposer will not be allowed to alter or amend Proposal documents after the Proposal Deadline time and date detailed in the RFP Section 2, Schedule of Events unless such is formally requested, in writing, by the State.

4.13 Proposal Preparation Costs

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

4.14 Disclosure of Proposal Contents

Each Proposal and 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 Proposal does not affect this right. All proposal information, including detailed price and cost information, shall be held in confidence during the evaluation process. Notwithstanding, a list of actual Proposers submitting timely Proposals may be available to the public, upon request, directly after Technical Proposals are opened by the State.

Upon the completion of the evaluation of Proposals, indicated by public release of an Evaluation Notice, the Proposals and associated materials shall be open for review by the public in accordance with *Tennessee Code Annotated*, Section 10-7-504(a)(7). By submitting a Proposal, the Proposer acknowledges and accepts that the full Proposal contents and associated documents shall become open to public inspection.

4.15 Contractor Registration

While registration with the state is not required to make a proposal, a service provider must be registered to do business with the state of Tennessee before approval of an awarded contract. To meet this prerequisite, an unregistered service provider must simply register as required prior to contract approval. Fast and easy access to *Online Contractor Registration* is available at the following Internet URL:

www.state.tn.us/finance/rds/ocr/register.html

(For more information about registration, please contact the Department of General Services at (615) 741-1035 or vendor.registration@state.tn.us.)

4.16 Contract Approval

The RFP and the contractor selection processes do not obligate the State and do not create rights, interests, or claims of entitlement in either the Proposer with the apparent best-evaluated proposal or any other Proposer. Contract award and State obligations pursuant thereto shall commence only after the contract is signed by the Contractor and the head of the procuring State agency and after the contract is approved and signed by all other State officials as required by State laws and regulations.

4.17 Contract Payments

All Contract payments shall be made in accordance with the Contract's Payment Terms and Conditions provisions (refer to RFP Attachment 6.1, *pro forma* Contract, Section C). No payment shall be made until the Contract is approved as required by State laws and regulations. Under no conditions shall the State be liable for payment of any type associated with the Contract or responsible for any work done by the Contractor, even work done in good faith and even if the Contractor is orally directed to proceed with the delivery of services, if it occurs before Contract approval by State officials as required by applicable statutes and rules of the State of Tennessee or before the Contract start date or after the Contract end date specified by the Contract.

4.18 Contractor Performance

The Contractor shall be responsible for the completion of all work set out in the Contract. All work is subject to inspection, evaluation, and acceptance by the State. The State may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the Contract. At reasonable times, the State may inspect those areas of the Contractor's place of business that are related to the performance of the Contract. If the State requires such an inspection, the Contractor shall provide reasonable access and assistance.

4.19 Contract Amendment

During the course of this Contract, the State may request the Contractor to perform additional work for which the Contractor would be compensated. That work shall be within the general scope of this RFP. In such instances, the State shall provide the Contractor a written description of the additional work, and the Contractor shall submit a time schedule for accomplishing the additional work and a price for the additional work based on the rates included in the Contractor's proposal to this RFP. If the State and the Contractor reach an agreement regarding the work and associated compensation, such agreement shall be effected by means of a Contract amendment. Any such amendment requiring additional work must be mutually agreed upon by the parties and signed by the Contractor and the head of the procuring state agency and must be approved by other State officials as required by State laws and regulations. The Contractor shall not commence additional work until the State has issued a written Contract amendment and secured all required approvals.

4.20 Severability

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

5 PROPOSAL EVALUATION & CONTRACT AWARD**5.1 Evaluation Categories and Maximum Points**

The State will consider qualifications and experience, technical approach, and cost in the evaluation of proposals. The maximum points that shall be awarded for each of these categories are detailed below.

CATEGORY	MAXIMUM POINTS POSSIBLE
Qualifications and Experience	40
Technical Approach	10
Proposal Presentation	20
Cost Proposal	30

5.2 Evaluation Process

The Proposal evaluation process is designed to award the Contract not necessarily to the Proposer paying the most revenue, but rather to the Proposer with the best combination of attributes based upon the evaluation criteria.

- 5.2.1 The RFP Coordinator will use the RFP Attachment 6.3, Technical Proposal and Evaluation Guide to manage the Technical Proposal Evaluation and maintain evaluation records.
- 5.2.1.1 The RFP Coordinator will review each Technical Proposal to determine compliance with mandatory requirements (refer to RFP Attachment 6.3, Technical Proposal and Evaluation Guide, Technical Proposal Section A). If the RFP Coordinator determines that a Proposal may have failed to meet one or more of the mandatory requirements, the Proposal Evaluation Team will review the Proposal and document its determination of whether: 1) the Proposal meets requirements for further evaluation; 2) the State will request clarifications or corrections; or, 3) the State will determine the Proposal non-responsive to the RFP and reject it.
- 5.2.1.2 Any Proposer found to be non-responsive subsequent to the written Technical Proposal review will be notified individually on or before the Deadline to Schedule a Proposal Presentation (detailed in the RFP Section 2, Schedule of Events).
- 5.2.1.3 A Proposal Evaluation Team, made up of three (3) or more State employees, will evaluate each Technical Proposal that appears responsive to the RFP.
- 5.2.1.4 Each Proposal Evaluation Team member will independently, evaluate each Proposal against the evaluation criteria in this RFP, rather than against other Proposals, and will score each in accordance with the RFP Attachment 6.3, Technical Proposal and Evaluation Guide.
- 5.2.1.5 The State reserves the right, at its sole discretion, to request Proposer clarification of a Technical Proposal or to conduct clarification discussions with any or all Proposers. Any such clarification or discussion shall be limited to specific sections of the Proposal identified by the State. The subject Proposer shall put any resulting clarification in writing as may be required by the State.
- 5.2.2 Each Proposer that submits a written Technical Proposal that appears responsive to the RFP must schedule and complete a Proposal Presentation as detailed in Section 2, Schedule of Events, of the RFP. Presentations will be scheduled during the allotted time on a "first-request" basis.
- 5.2.2.1 Proposal Presentations shall be evaluated on the following: a verbal, creative presentation which may include exhibits if a Proposer so elects; explanation of the Proposer's experience and qualifications to render the services required by the RFP including experience in the tourism industry; introduction of the creative team and provision of background information; an on-line virtual tour of the Proposer's main office; a list of the Proposer's clients; presentation of the creative, design and media buy aspects of the Proposer's Proposal to this RFP; and, provision of a minimum of three (3) samples or examples of each of the following by the Proposer's present or former clients i) media plans (tourism-related preferred, if available), ii) advertising developed, and iii) product branding developed by Proposer, of which at least one of the above shall be tourism-related, if available. Each Proposer's Proposal Presentation will be no more than one (1) hour in duration.

- 5.2.2.2 Proposal Presentations shall NOT include information regarding commissions and/or revenue to be paid pursuant to this RFP. If a Proposal Presentation includes such prohibited information, the Proposal shall be deemed to be non-responsive to the RFP.
- 5.2.2.3 The State reserves the right to revise the dates allotted for the Proposal Presentations, depending on the number of Proposers being evaluated.
- 5.2.2.4 A Proposal Evaluation Team, made up of three (3) or more State employees, will evaluate each Proposal Presentation.
- 5.2.3 After Technical and Presentation Proposal evaluations are completed, the RFP Coordinator will open the Cost Proposals and use the RFP Attachment 6.4, Cost Proposal and Evaluation Guide to calculate and document the Cost Proposal scores.
- 5.2.4 For each responsive Proposal, the RFP Coordinator will add the average Technical Proposal score to the Proposal Presentation and Cost Proposal scores (refer to RFP Attachment 6.5, Proposal Score Summary Matrix).

5.3 Contract Award Process

- 5.3.1 The RFP Coordinator will forward the results of the Proposal evaluation process to the head of the procuring agency who will consider the Proposal evaluation process results and all pertinent information available to make a determination about the contract award. The State reserves the right to make an award without further discussion of any Proposal.

Notwithstanding the foregoing, to affect a contract award to a Proposer other than the one receiving the highest evaluation score, the head of the procuring agency must provide written justification for such an award and obtain the written approval of the Commissioner of Finance and Administration and the Comptroller of the Treasury.
- 5.3.2 After the agency head's determination, the State will issue an Evaluation Notice to identify the apparent best-evaluated Proposal on the Evaluation Notice date detailed in the RFP Section 2, Schedule of Events.

NOTICE: The Evaluation Notice shall not create rights, interests, or claims of entitlement in either the Proposer with apparent best-evaluated Proposal or any other Proposer.
- 5.3.3 The State will also make the RFP files available for public inspection on the Evaluation Notice date detailed in the RFP Section 2, Schedule of Events.
- 5.3.4 The Proposer with the apparent best-evaluated Proposal must agree to and sign a contract with the State which shall be substantially the same as the RFP Attachment 6.1, *Pro Forma* Contract.

However, the State reserves the right, at its sole discretion, to add terms and conditions or to revise *Pro Forma* Contract requirements in the State's best interests subsequent to this RFP process. No such terms and conditions or revision of Contract requirements shall materially affect the basis of Proposal evaluations or negatively impact the competitive nature of the RFP process.
- 5.3.5 The Proposer with the apparent best-evaluated Proposal must sign and return the Contract drawn by the State pursuant to this RFP no later than the Contract Signature Deadline date detailed in the RFP Section 2, Schedule of Events. If the Proposer fails to provide the signed Contract by the deadline, the State may determine that the Proposer is non-responsive to the terms of this RFP and reject the Proposal.
- 5.3.6 If the State determines that the apparent best-evaluated Proposal is non-responsive and rejects the Proposal after opening the Cost Proposals, the RFP Coordinator will re-calculate scores for each responsive Cost Proposal to determine the new, apparent best-evaluated Proposal.

ATTACHMENT 6.1

PRO FORMA CONTRACT

The Pro Forma Contract detailed in this attachment contains some “blanks” (signified by descriptions in capital letters) that will be completed with appropriate information in the final contract resulting from this RFP.

**CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF TOURIST DEVELOPMENT
AND
[CONTRACTOR NAME]**

This Contract, by and between the State of Tennessee, Department of Tourist Development, hereinafter referred to as the "State" and [CONTRACTOR'S LEGAL ENTITY NAME], hereinafter referred to as the "Contractor," is for the provision of off-line advertising and media strategy including development, creation and placement of off-line advertising and media campaigns to reach Tennessee's potential tourism customer. In conjunction therewith, the State will also require the generation of added value opportunities with media buys, promotional development, pre and post campaign analyses, research to support and measure advertising as well as media and promotion programs and administration of cooperative marketing and business development programs to best reach Tennessee's potential tourism customer through maximum use of all available resources. The Contractor is an [INDIVIDUAL/A FOR-PROFIT CORPORATION/A NON-PROFIT CORPORATION/A SPECIAL PURPOSE CORPORATION OR ASSOCIATION/A FRATERNAL OR PATRIOTIC ORGANIZATION/A PARTNERSHIP/A JOINT VENTURE/A LIMITED LIABILITY COMPANY].

Contractor Federal Employer Identification or Social Security Number:

The Contractor's place of incorporation or organization is [STATE OF ORGANIZATION]:

A. SCOPE OF SERVICES:

- A.1 The Contractor shall provide all services and deliverables as required, described and detailed by this Scope of Services and shall meet all service and delivery timelines specified in the Scope of Services or elsewhere in this Contract.
- A.2. Research and Planning Services
 - A.2.1. The Contractor shall be knowledgeable of the travel and tourism industry and make marketing, off-line advertising and media placement recommendations to the State on how to best promote and advertise Tennessee to the travel industry and the tourism consumer which shall include, but not be limited to:
 - a. Niche audiences, current trends and prior marketing reports for the State;
 - b. Specific tourism consumer targets on a local, regional, national and/or international basis by means of traditional advertising including television, radio, print, sponsorships and other media whether now known or hereafter devised and media placement opportunities with the exception of on-line opportunities; and,
 - c. An understanding of the overall objectives of the State so as to effectively recommend strong media and creative initiatives.
 - A.2.2. Contractor shall conduct and/or provide research requested by the State to support Contractor's marketing, off-line advertising and media placement recommendations and decisions.
 - A.2.3. The Contractor shall create a comprehensive and innovative off-line advertising, marketing and media placement plan within sixty (60) days of the initial year of the Contract and sixty (60) days prior to the commencement of each subsequent year of the Contract and continually update the plan as needed throughout each Contract year.
 - A.2.4. Contractor shall render complete marketing analysis as to the effectiveness of the State's off-line advertising campaigns and media purchases implemented during each year of the Contract. Such analyses shall include, but not be limited to, tracking of all marketing/media placement efforts and the reporting of all such results, on a monthly basis and make changes, in conjunction with the State, to an existing marketing and media placement plan as needed.
 - A.2.5. Contractor shall work closely with the on-line advertising agency under contract with the State to provide an effective and cohesive overall tourism off-line marketing and media placement plan for the State.

- A.2.6. Contractor agrees that any and all rights, title and interest whatsoever in items set forth in the Scope of Services provided by the Contractor pursuant to this Contract, shall exclusively belong to the State.
- A.2.7. Contractor shall be provided access to the State's consumer database information generated through the State's website, www.tnvacation.com, e-mails and lead-generations as well as through reports provided the State from time to time by the State's call center contractor to assist in the development of an effective off-line advertising and media purchase strategy for the State.
- A.2.8. The Contractor shall maintain an office in Tennessee.
- A.2.9. The Contractor shall be prepared to participate and make oral and/or written presentations regarding the State's advertising and media placement campaigns at marketing meetings, conferences or other events as reasonably required by the State, at no cost to the State.
- A.3. Off-Line Advertising Services.
- A.3.1. The Contractor will perform creative, production and related off-line advertising/marketing services for the State as described below:
 - a. Provide advertising creative services such as concept development, copy writing, art direction, layout and design, image collection and other creative services needed to support the development of a marketing/advertising campaign;
 - b. Provide production services capable of supporting all aspects of an off-line media advertising campaign which may include print design, television and radio spots, direct marketing, outdoor advertising design, and other forms of production services required to support the advertising/marketing campaign requirements of the State.
 - c. Provide senior level account supervision, documentation, and communication with the State on the status and timeline on all off-line advertising/marketing projects requested by the State;
 - d. Provide the necessary reports, estimates, accounting documentation and other financial information necessary to comply with Contract payment terms and conditions as set forth in Section C.3 hereof;
 - e. Coordinate directly with the travel and tourism industry in the state of Tennessee (i.e., convention and visitors bureaus, tourism authorities, attractions, hotels, etc ...) in the development and implementation of promotional and cooperative off-line marketing and advertising campaigns which have been authorized by the State; and,
 - f. Evaluate and assist other marketing entities or sponsorship programs authorized by the State to maximize the State's tourism off-line marketing efforts and funding.
- A.3.2. The Contractor shall not commence work on any project in connection with the duties described in this Section A.3 of the Contract, before submitting an estimate of the total advertising/marketing project cost and having received approval for each such proposed project by the appropriate State official. Based on changes to an advertising/marketing project requested by the State, Contractor will submit revised cost/timing estimates for such a project which must be approved prior to the commencement of any such services by the Contractor.
- A.4. Media Placement Services
- A.4.1. The Contractor shall perform media placement and related services for the State as described below:
 - a. Provide professional advice and make recommendations for development, marketing strategies and other promotional program recommendations which will benefit the State's media placement program;
 - b. Purchase media in a timely and professional manner to take optimum advantage of discounts, media position, special promotions and other opportunities that will benefit the State;

- c. Coordinate with the State and other contractors representing the State to ensure that appropriate production materials are obtained to satisfy media placement requirements and deliver the same in a timely fashion to media vendor(s);
 - d. Provide the State with tear sheets and traffic reports to determine if the media was placed as requested, provide post-buy analysis and media audits, and change tactics as necessary for a given media placement campaign. The State and State's call center contractor will work with the Contractor for tracking purposes as set forth in Section A.2.7 of the Contract.
 - e. Provide on-going, senior-level account supervision and communicate, outline and document for the State the timing and cost status of all media placement projects, including necessary reports, estimates, accounting documentation, and other financial information necessary to comply with Contract's payment terms and conditions.
- A.4.2. Contractor shall not commence work on any project in connection with the duties described in this Section A.4 of the Contract, before submitting an estimate of the total media placement project cost and having received approval for each such proposed project by the appropriate State official. Based on changes to a media placement project requested by the State, Contractor will submit revised cost/timing estimates for such a project which must be approved prior to the commencement of any such services by the Contractor.
- A.4.3. Provide the State with a printed media synopsis in connection with each project.

CONTRACT TERM:

- B.1. Contract Term. This Contract shall be effective for the period commencing on July 1, 2008, and ending on June 30, 2013. The State shall have no obligation for services rendered by the Contractor which are not performed within the specified 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 the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

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

- C.2. Compensation Firm. The payment rates and the maximum liability of the State under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless amended.
- C.3. Payment Methodology. The Contractor shall be compensated based on the payment rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in Section C.1.
- a. The Contractor's compensation shall be contingent upon the satisfactory completion of units, milestones or increments of service defined in Section A.
 - b. The Contractor shall be compensated for services set forth in Sections A.2 and A.3 based upon the following Services Rates:

- (1) For services performed from July 1, 2008, through June 30, 2009, the following rates shall apply:

Service Descriptions*	Amount (Hourly rate)
Creative Director	\$
Copy Writer	\$
Art Director	\$
Executive Client Service	\$
Account Supervisor	\$
Account Executive	\$
Production Artist	\$
Production Manager	\$
Researcher	\$
Account Assistant	\$
Producer	\$

- (2) For services performed from July 1, 2009, through June 30, 2010, the Contractor shall be compensated based upon the Service Rates fixed in Section C.3.b(1) above but adjusted by the percentage increase, if any, between the Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, all items expenditure category, not seasonally adjusted, index base period: 1982-84=100) published by the United States Department of Labor, Bureau of Labor Statistics in April 2009 and that figure published in the same month, 12-months prior, up to a maximum of three percent (3%).
- (3) For services performed from July 1, 2010, through June 30, 2011, the Contractor shall be compensated based upon the Service Rate fixed in Section C.3.b(2) above but adjusted by the percentage increase, if any, between the Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, all items expenditure category, not seasonally adjusted, index base period: 1982-84=100) published by the United States Department of Labor, Bureau of Labor Statistics in April 2010 and that figure published in the same month, 12-months prior, up to a maximum of three percent (3%).
- (4) For services performed from July 1, 2011, through June 30, 2012, the Contractor shall be compensated based upon the Service Rate fixed in Section C.3.b(3) above but adjusted by the percentage increase, if any, between the Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, all items expenditure category, not seasonally adjusted, index base period: 1982-84=100) published by the United States Department of Labor, Bureau of Labor Statistics in April, 2011 and that figure published in the same month, 12-months prior, up to a maximum of three percent (3%).
- (5) For services performed from July 1, 2012, through June 30, 2013, the Contractor shall be compensated based upon the Service Rate fixed in Section C.3.b(4) above but adjusted by the percentage increase, if any, between the Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, all items expenditure category, not seasonally adjusted, index base period: 1982-84=100) published by the United States Department of Labor, Bureau of Labor Statistics in April 2012 and that figure published in the same month, 12-months prior, up to a maximum of three percent (3%).

- c. The Contractor shall not be compensated for travel time to the primary location of service.

- d. Pursuant to Contract Section A.3, et seq., the State may authorize the Contractor to incur production-related costs which are not remunerated in accordance with the preceding contract sections. In which case, the Contract shall procure such on a competitive basis, document the competitive basis and provide the documentation to the State. For each production-related expense approved by the State in writing in advance, the State shall reimburse the Contractor for the Contractor's actual cost. The Contractor shall not be reimbursed for any production-related expense not approved by the State in writing in advance.
- e. In connection with Contractor's services as set forth in Section A.4 for media purchases and placements, the State shall compensate and/or reimburse Contractor as follows:
 - (1) Following State approval for each pre-approved media purchase, Contractor shall negotiate the best possible rates for each such media purchase.
 - (2) For each pre-approved media purchase, the State shall reimburse the Contractor for the Contractor's actual net cost of the media purchase and compensate the Contractor for the media placement in the amount of WRITTEN NUMBER percent (NUMBER %) of the Contractor's actual net cost of the media purchase. Contractor's compensation shall be contingent upon the satisfactory completion of such media placement.
 - (3) The payment to Contractor as set forth in Section C.3.e(2) shall constitute the total amount payable to the Contractor for media purchase and placement services and any and all costs associated therewith.

C.4. Travel Compensation. Compensation to the Contractor for travel, meals or lodging shall be subject to the amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time and shall not exceed Thirty Thousand Dollars (\$30,000.00) during the period of the Contract. All travel compensation must be requested before the travel is taken and must have written State approval in advance of the travel.

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

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

Tennessee Department of Tourist Development
 Attn: Director of Marketing
 Wm. Snodgrass/TN Tower, 25th Fl.
 312 8th Avenue North
 Nashville, TN 37243

- b. The Contractor agrees that each invoice submitted shall clearly and accurately (all calculations must be extended and totaled correctly) detail the following required information.
 - (1) Invoice/Reference Number (assigned by the Contractor);
 - (2) Invoice Date;
 - (3) Invoice Period (period to which all invoiced charges are applicable);
 - (4) Contract Number (assigned by the State to this Contract);
 - (5) Account Name: Tennessee Department of Tourist Development, Marketing Division;
 - (6) Account/Customer Number (uniquely assigned by the Contractor to the above-referenced Account Name);
 - (7) Contractor Name;
 - (8) Contractor Federal Employer Identification Number or Social Security Number (as referenced in this Contract);
 - (9) Contractor Contact (name, phone, and/or fax for the individual to contact with billing questions);
 - (10) Contractor Remittance Address;
 - (11) Complete Itemization of Charges, which shall detail the following:

- i. Service Description (including name/title as applicable) of each service invoiced;
- ii. Number of Completed Units, Increments, Hours, or Days as applicable, of each service invoiced;
- iii. Applicable Service Rate (as stipulated in Section C.3) of each service invoiced payable for the service invoiced;
- iv. Amount Due by Service;
- v. Travel Compensation requested in accordance with and attaching to the invoice appropriate documentation and receipts as required by the above-referenced "State Comprehensive Travel Regulations,"
- vi. Reimbursement for production-related costs requested in accordance with contract Section C.3.d; and,
- vii. Total Amount Due for the invoice period.

c. The Contractor understands and agrees that an invoice to the State under this Contract shall:

- (1) Include only charges for service described in Contract Section A and in accordance with payment terms and conditions set forth in Contract Section C;
- (2) not include any future work but will only be submitted for completed service; and,
- (3) not include sales tax or shipping charges.

d. The Contractor agrees that timeframe for payment (and any discounts) begins when the State is in receipt of each invoice meeting the minimum requirements above.

e. The Contractor shall complete and sign a "Substitute W-9 Form" provided to the Contractor by the State. The taxpayer identification number contained in the Substitute W-9 submitted to the State shall agree to the Federal Employer Identification Number or Social Security Number referenced in this Contract for the Contractor. The Contractor shall not invoice the State for services until the State has received this completed form.

C.6. Payment of Invoice. The payment of the invoice by the State shall not prejudice the State's right to object to or question any invoice or matter in relation thereto. Such payment by the State shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the amounts invoiced therein.

C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, not to constitute proper remuneration for compensable services.

C.8. Deductions. The State reserves the right to deduct from amounts which are or shall become due and payable to the Contractor under this or any Contract between the Contractor and the State of Tennessee any amounts which are or shall become due and payable to the State of Tennessee by the Contractor.

C.9. Automatic Deposits. The Contractor shall complete and sign an "Authorization Agreement for Automatic Deposit (ACH Credits) Form." This form shall be provided to the Contractor by the State. Once this form has been completed and submitted to the State by the Contractor all payments to the Contractor, under this or any other Contract the Contractor has with the State of Tennessee shall be made by Automated Clearing House (ACH). The Contractor shall not invoice the State for services until the Contractor has completed this form and submitted it to the State.

D. STANDARD TERMS AND CONDITIONS:

D.1. Required Approvals. The State is not bound by this Contract or any amendment thereof until it is approved by the appropriate State officials in accordance with applicable Tennessee State laws and regulations.

D.2. Modification and Amendment. This Contract may be modified only by a written amendment executed by all parties hereto and approved by the appropriate Tennessee State officials in accordance with applicable Tennessee State laws and regulations.

- D.3. Termination for Convenience. The State may terminate this Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the State. The State shall give the Contractor at least Sixty days (60) days written notice before the effective termination date. 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. The Contractor shall be entitled to receive compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor for compensation for any service which has not been rendered.
- D.4. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the State shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor.
- D.5. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, they shall contain, at a minimum, sections of this Contract below pertaining to "Conflicts of Interest," "Nondiscrimination," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.
- D.6. Conflicts of Interest. The Contractor warrants that no amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Contract.
- D.7. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such non-discrimination and shall post in conspicuous places, available to all employees and applicants, notices of non-discrimination.
- D.8. Prohibition of Illegal Immigrants. The requirements of Public Acts of 2006, Chapter Number 878, of the state of Tennessee, addressing the use of illegal immigrants in the performance of any Contract to supply goods or services to the state of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.
- a. The Contractor hereby attests, certifies, warrants, and assures that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document as Attachment 1, hereto, semi-annually during the period of this Contract. Such attestations shall be maintained by the Contractor and made available to state officials upon request.
 - b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the period of this Contract, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work relative to this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work relative to this Contract. Attestations obtained from such subcontractors shall be maintained by the Contractor and made available to state officials upon request.
 - c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Said records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.

- d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Public Chapter 878 of 2006 for acts or omissions occurring after its effective date. This law requires the Commissioner of Finance and Administration to prohibit a contractor from contracting with, or submitting an offer, proposal, or bid to contract with the State of Tennessee to supply goods or services for a period of one year after a contractor is discovered to have knowingly used the services of illegal immigrants during the performance of this Contract.
- e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not either a United States citizen, a Lawful Permanent Resident, or a person whose physical presence in the United States is authorized or allowed by the federal Department of Homeland Security and who, under federal immigration laws and/or regulations, is authorized to be employed in the U.S. or is otherwise authorized to provide services under the Contract.

- D.9. Records. The Contractor shall maintain documentation of services rendered under this Contract. The books, records and documents of the Contractor, insofar as they relate to work performed under this Contract, shall be maintained for a period of three (3) full years from the final date of this Contract and shall be subject to audit, at any reasonable time and upon reasonable notice, by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.10. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.11. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.12. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.13. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create a employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

The Contractor, being an independent contractor and not an employee of the State, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Contractor's employees, and to pay all applicable taxes incident to this Contract.

- D.14. State Liability. The State shall have no liability except as specifically provided in this Contract.
- D.15. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, natural disasters, riots, wars, strikes, epidemics or any other similar cause.
- D.16. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.17. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any

remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.

- D.18. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.19. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.
- D.20. Headings. Section headings are for reference purposes only and shall not be construed as part of this Contract.
- E. SPECIAL TERMS AND CONDITIONS:
- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.
- E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by EMAIL or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State:

Nancy Hargiss-Tatlock, General Counsel
 Department of Tourist Development
 WRS/Tennessee Tower, 312 8th Avenue North, 25th Floor
 Nashville, TN 37243
 Telephone: (615) 741-9065
 Facsimile Number: (615) 741-9071
 E-mail: Nancy.Hargiss-Tatlock@state.tn.us

The Contractor:

[NAME AND TITLE OF PROCURING PARTY CONTACT PERSON]
 [PROCURING PARTY NAME]
 [ADDRESS]
 [TELEPHONE NUMBER]
 [FACSIMILE 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. State Furnished Property. The Contractor shall be responsible for the correct use, maintenance, and protection of all articles of nonexpendable, tangible, personal property furnished by the State for the Contractor's temporary use under this Contract. Upon termination of this Contract, all property furnished shall be returned to the State in good order and condition as when received, reasonable use and wear thereof excepted. Should the property be destroyed, lost, or stolen, the Contractor shall be responsible to the State for the residual value of the property at the time of loss.
- E.4. 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.5. Insurance. The Contractor shall carry adequate liability and other appropriate forms of insurance.

a. The Contractor shall maintain, at minimum, the following insurance coverage:

- (1) Workers' Compensation/ Employers' Liability (including all states coverage) with a limit not less than the relevant statutory amount or one million dollars (\$1,000,000) per occurrence for employers' liability whichever is greater.
- (2) Comprehensive Commercial General Liability (including personal injury & property damage, premises/operations, independent contractor, contractual liability and completed operations/products) with a bodily injury/property damage combined single limit not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate.
- (3) Automobile Coverage (including owned, leased, hired, and non-owned vehicles) with a bodily injury/property damage combined single limit not less than one million dollars (\$1,000,000) per occurrence.
- (4) Professional Malpractice Liability with a limit of not less than one million dollars (\$1,000,000) per claim and two million dollars (\$2,000,000) aggregate.

b. At any time the State may require Contractor to provide a valid Certificate of Insurance detailing Coverage Description; Insurance Company & Policy Number; Exceptions and Exclusions; Policy Effective Date; Policy Expiration Date; Limit(s) of Liability; and, Name and Address of Insured. Failure to provide required evidence of insurance coverage shall be a material breach of this Contract.

E.6. Incorporation of Additional Documents. Included in this Contract by reference are the following documents:

- a. The Contract document and its attachments;
- b. All Clarifications and addenda made to the Contractor's Proposal;
- c. The Request for Proposal and its associated amendments;
- d. Technical Specifications provided to the Contractor; and,
- e. The Contractor's Proposal.

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

E.7. Prohibited Advertising. The Contractor shall not refer to this Contract or the Contractor's relationship with the State hereunder in commercial advertising in such a manner as to state or imply that the Contractor or the Contractor's services are endorsed. It is expressly understood and agreed that the obligations set forth in this section shall survive the termination of this Contract in perpetuity.

E.8. Confidentiality of Records. Strict standards of confidentiality of records shall be maintained in accordance with the law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State shall be regarded as confidential information in accordance with the provisions of State law and ethical standards and shall not be disclosed, and all necessary steps shall be taken by the Contractor to safeguard the

confidentiality of such material or information in conformance with State law and ethical standards.

The Contractor will be deemed to have satisfied its obligations under this section by exercising the same level of care to preserve the confidentiality of the State's information as the Contractor exercises to protect its own confidential information so long as such standard of care does not violate the applicable provisions of the first paragraph of this Section.

The Contractor's obligations under this Section do not apply to information in the public domain; entering the public domain but not from a breach by the Contractor of this Contract; previously possessed by the Contractor without written obligations to the State to protect it; acquired by the Contractor without written restrictions against disclosure from a third party which, to the Contractor's knowledge, is free to disclose the information; independently developed by the Contractor without the use of the State's information; or, disclosed by the State to others without restrictions against disclosure.

It is expressly understood and agreed that the obligations set forth in this section shall survive the termination of this Contract.

- E.9. State Ownership of Work Products. The State shall have ownership, right, title, and interest, including ownership of copyright, in all work products, including computer source code, created, designed, developed, derived, documented, installed, or delivered under this Contract subject to the next subsection and full and final payment for each "Work Product." The State shall have royalty-free and unlimited rights and license to use, disclose, reproduce, publish, distribute, modify, maintain, or create derivative works from, for any purpose whatsoever, all said Work Products.
- a. To the extent that the Contractor uses any of its pre-existing, proprietary or independently developed tools, materials or information ("Contractor Materials"), the Contractor shall retain all right, title and interest in and to such Contractor Materials, and the State shall acquire no right, title or interest in or to such Contractor Materials EXCEPT the Contractor grants to the State an unlimited, non-transferable license to use, copy and distribute internally, solely for the State's internal purposes, any Contractor Materials reasonably associated with any Work Product provided under the Contract.
 - b. The Contractor shall furnish such information and data as the State may request, including but not limited to computer code, that is applicable, essential, fundamental, or intrinsic to any Work Product and Contractor Materials reasonably associated with any Work Product, in accordance with this Contract and applicable state law.
 - c. Nothing in this Contract shall prohibit the Contractor's use for its own purposes of the general knowledge, skills, experience, ideas, concepts, know-how, and techniques obtained and used during the course of providing the services requested under this Contract.
 - d. Nothing in the Contract shall prohibit the Contractor from developing for itself, or for others, materials which are similar to and/or competitive with those that are produced under this Contract.
- E.10. Copyrights and Patents. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims or suits which may be brought against the State for infringement of any laws regarding patents or copyrights which may arise from the Contractor's performance of this Contract. In any such action brought against the State, the Contractor shall satisfy and indemnify the State for the amount of any final judgment for infringement. The Contractor further agrees it shall be liable for the reasonable fees of attorneys for the State in the event such service is necessitated to enforce the terms of this Contract or otherwise enforce the obligations of the Contractor to the State. The State shall give the Contractor written notice of any such claim or suit and full right and opportunity to conduct the Contractor's own defense thereof.
- E.11. Contractor's Commitment to Diversity. The Contractor shall comply with and make reasonable business efforts to exceed the commitment to diversity represented by the Contractor's proposal responding to RFP-326.01-804 (Attachment 6.3, Section B, Item B.13.) and resulting in this Contract.

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

- E.12. Tennessee Consolidated Retirement System. The Contractor acknowledges and understands that, subject to statutory exceptions contained in *Tennessee Code Annotated*, Section 8-36-801, *et.seq.*, the law governing the Tennessee Consolidated Retirement System (TCRS), provides that if a retired member of TCRS, or of any superseded system administered by TCRS, or of any local retirement fund established pursuant to *Tennessee Code Annotated*, Title 8, Chapter 35, Part 3 accepts state employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of "employee/employer" and not that of an independent contractor, the Contractor may be required to repay the TCRS the amount of retirement benefits the Contractor received from TCRS during the period of this Contract.
- E.13. Competitive Procurements. This Contract provides for reimbursement of the cost of goods, materials, supplies, equipment, or contracted services. Such procurements shall be made on a competitive basis, where practical. The Contractor shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Contract. In each instance where it is determined that use of a competitive procurement method was not practical, said documentation shall include a written justification, approved by the Commissioner of Tourist Development, for such decision and non-competitive procurement.
- E.14. Hold Harmless. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys for the State in the event such service is necessitated to enforce the terms of this Contract or otherwise enforce the obligations of the Contractor to the State.

In the event of any such suit or claim, the Contractor shall give the State immediate notice thereof and shall provide all assistance required by the State in the State's defense. The State shall give the Contractor written notice of any such claim or suit, and the Contractor shall have full right and obligation to conduct the Contractor's own defense thereof. Nothing contained herein shall be deemed to accord to the Contractor, through its attorney(s), the right to represent the State of Tennessee in any legal matter, such rights being governed by *Tennessee Code Annotated*, Section 8-6-106.

IN WITNESS WHEREOF:

CONTRACTOR ENTITY NAME:

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY DATE

DEPARTMENT OF TOURIST DEVELOPMENT:

SUSAN H. WHITAKER, COMMISSIONER DATE

APPROVED:

DEPARTMENT OF FINANCE AND ADMINISTRATION:

M. D. GOETZ, JR., COMMISSIONER DATE

COMPTROLLER OF THE TREASURY:

JOHN G. MORGAN, COMPTROLLER OF THE TREASURY DATE

ATTACHMENT ONE**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

DATE OF ATTESTATION

ATTACHMENT 6.2**PROPOSAL TRANSMITTAL AND STATEMENT OF CERTIFICATIONS AND ASSURANCES**

The Proposer must complete and sign this *Proposal Transmittal and Statement of Certifications and Assurances*. It must be signed, in the space below, by an individual empowered to bind the proposing entity to the provisions of this RFP and any contract awarded pursuant to it. If said individual is not the Proposer's chief executive or president, this document shall attach evidence showing the individual's authority to bind the proposing entity.

Any contract resulting from this RFP process shall incorporate this *Proposal Transmittal and Statement of Certifications and Assurances* by reference as a part of said contract (refer to *pro forma* contract "Special Terms and Conditions").

PROPOSER LEGAL ENTITY NAME:

PROPOSER FEDERAL EMPLOYER IDENTIFICATION NUMBER:
(or Social Security Number)

The Proposer does hereby affirm and expressly declare confirmation, certification, and assurance of the following:

- 1) This proposal constitutes a commitment to provide all services as defined in the RFP Attachment 6.1, *Pro Forma* Contract Scope of Services for the total contract period and confirmation that the Proposer shall comply with all of the provisions in this RFP and shall accept all terms and conditions set out in the RFP Attachment 6.1, *Pro Forma* Contract.
- 2) The information detailed in the proposal submitted herewith in response to the subject RFP is accurate.
- 3) The proposal submitted herewith in response to the subject 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.
- 4) The Proposers shall 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;
 - e) the Americans with Disabilities Act of 1990 and the regulations issued there under by the federal government;
 - f) the condition that the submitted proposal was independently arrived at, without collusion, under penalty of perjury; and,
 - g) the condition that 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 Proposer in connection with the Procurement under this RFP.

SIGNATURE & DATE:

ATTACHMENT 6.3

TECHNICAL PROPOSAL & EVALUATION GUIDE — SECTION A		
PROPOSER NAME:		
SECTION A — MANDATORY REQUIREMENTS		
The Proposer must address ALL Mandatory Requirements section items and provide, in sequence, the information and documentation as required (referenced with the associated item references). The RFP Coordinator will review all general mandatory requirements, including but not limited to the following: ▪ Proposal received on or before the Proposal Deadline. ▪ Technical Proposal copies and Financial Proposal packaged separately. ▪ Technical Proposal contains NO cost data. ▪ Proposer did NOT submit alternate proposals. ▪ Proposer did NOT submit multiple proposals in a different form. ▪ Technical Proposal does NOT contain any restrictions of the rights of the State or other qualification of the proposal. The RFP Coordinator will also review the proposal to determine if the Mandatory Requirement Items (below) are met and mark each with pass or fail. For each requirement that is not met, the Proposal Evaluation Team must review the proposal and attach a written determination. Any contract resulting from this RFP process shall incorporate by reference the respective proposal responses to all items below as a part of said contract (refer to <i>pro forma</i> contract “Special Terms and Conditions”). NOTICE: In addition to these requirements, the State will also evaluate compliance with ALL RFP requirements.		
Proposal Page # (to be completed by Proposer)	Mandatory Requirement Items	State Use ONLY
		Pass/Fail
	A.1 Provide the Proposal Transmittal and Statement of Certifications and Assurances (detailed in RFP Attachment 6.2) completed and signed, in the space provided, by an individual empowered to bind the Proposer to the provisions of this RFP and any resulting contract. <i>Each Proposer <u>must</u> sign the Proposal Transmittal and Statement of Certifications and Assurances without exception or qualification.</i>	
	A.2 Provide the following as documentation of financial responsibility and stability. ▪ a current written bank reference, in the form of a standard business letter, indicating that the proposer's business relationship with the financial institution is in positive standing ▪ two current written, positive credit references, in the form of standard business letters, from vendors with which the proposer has done business or, documentation of a positive credit rating determined by a accredited credit bureau within the last 6 months ▪ a copy of a valid certificate of insurance indicating liability insurance in the amount of at least One Million Dollars (\$1,000,000.00)	

	A.3 Provide a statement of whether the Proposer or any individual who shall perform work under the contract has a possible conflict of interest (e.g., employment by the State of Tennessee) and, if so, the nature of that conflict. <i>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.</i>	
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TECHNICAL PROPOSAL & EVALUATION GUIDE — SECTION B

PROPOSER NAME:	
SECTION B — QUALIFICATIONS & EXPERIENCE	
The Proposer must address ALL Qualifications and Experience section items and provide, in sequence, the information and documentation as required (referenced with the associated item references). A Proposal Evaluation Team, made up of three or more State employees, will independently evaluate and score the proposal's "qualifications and experience" responses. Any contract resulting from this RFP process shall incorporate by reference the respective proposal responses to all items below as a part of said contract (refer to <i>pro forma</i> contract "Special Terms and Conditions").	
Proposal Page # (to be completed by Proposer)	Qualifications & Experience Items
	B.1 Describe the Proposer's form of business (<i>i.e.</i> , individual, sole proprietor, corporation, non-profit corporation, partnership, limited liability company) and detail the name, mailing address, and telephone number of the person the State should contact regarding the proposal.
	B.2 Provide a statement of whether there have been any mergers, acquisitions, or sales of the Proposer company within the last ten years, and if so, an explanation providing relevant details.
	B.3 Provide a statement of whether the Proposer or any of the Proposer's employees, agents, independent contractors, or subcontractors have been convicted of, pled guilty to, or pled <i>nolo contendere</i> to any felony, and if so, an explanation providing relevant details.
	B.4 Provide a statement of whether there is any pending litigation against the Proposer; and if such litigation exists, an attached opinion of counsel as to whether the pending litigation will impair the Proposer's performance in a contract under this RFP.
	B.5 Provide a statement of whether, in the last ten years, the Proposer 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, and if so, an explanation providing relevant details.
	B.6 Provide a statement of whether there are any pending Securities Exchange Commission investigations involving the Proposer, and if such are pending or in progress, an explanation providing relevant details and an attached opinion of counsel as to whether the pending investigation(s) will impair the Proposer's performance in a contract under this RFP.
	B.7 Provide a brief, descriptive statement indicating the Proposer's credentials to deliver the services sought under this RFP.
	B.8 Briefly describe how long the Proposer has been performing the services required by this RFP and include the number of years in business.
	B.9 Describe the Proposer organization's number of employees, client base, and location of offices.

	B.10 Provide a narrative description of the proposed project team, its members, and organizational structure.
	B.11 Provide a personnel roster and resumes of key people who shall be assigned by the Proposer to perform duties or services under the contract (include estimated number of hours to be worked on the contract for each person, and the resumes shall detail each individual's title, education, current position with the Proposer, and employment history) as well as an organizational chart highlighting the key people who shall be assigned to accomplish the work required by this RFP and illustrating the lines of authority and designate the individual responsible for the completion of each service component and deliverable of the RFP.
	B.12 Provide a statement of whether the Proposer intends to use subcontractors, and if so, the names and mailing addresses of the committed subcontractors and a description of the scope and portions of the work the subcontractors will perform.
	B.13 Provide documentation of Proposer commitment to diversity as represented by its business strategy, business relationships, and workforce — this documentation should detail: ▪ a description of the Proposer's existing programs and procedures designed to encourage and foster commerce with business enterprises owned by minorities, women, persons with a disability and small business enterprises ▪ a listing of the Proposer's current contracts with business enterprises owned by minorities, women, persons with a disability and small business enterprises, including the following information ○ contract description and total value ○ contractor name and ownership characteristics (<i>i.e.</i>, ethnicity, sex, disability) ○ contractor contact and telephone number ▪ an estimate of the level of participation by business enterprises owned by minorities, women, persons with a disability and small business enterprises in a contract awarded to the Proposer pursuant to this RFP, including the following information: ○ participation estimate (expressed as a percent of the total contract value that will be dedicated to business with subcontractors and supply contractors having such ownership characteristics) ○ descriptions of anticipated contracts ○ names and ownership characteristics (<i>i.e.</i>, ethnicity, sex, disability) of anticipated subcontractors and supply contractors anticipated ▪ the percent of the Proposer's total current employees by ethnicity, sex, and disability <i>Proposers that demonstrate a commitment to diversity will advance State efforts to expand opportunity to do business with the State as contractors and sub-contractors. Proposal evaluations will recognize the positive qualifications and experience of a Proposer that does business with enterprises owned by minorities, women, persons with a disability and small business enterprises and that offers a diverse workforce to meet service needs.</i>
	B.14 Provide customer references for similar projects representing both three of the larger accounts currently serviced by the vendor and three completed projects as well as a list, if any, of all current contracts with the State of Tennessee and all

	those completed within the previous five year period. Each reference must include: ▪ the company name and business address; ▪ the name, title, and telephone number of the company contact knowledgeable about the project work; and ▪ a brief description of the service provided and the period of service. The list of contracts with the State of Tennessee must include: ▪ the contract number; ▪ the contract term; and ▪ the procuring state agency for each reference. <i>Each evaluator will generally consider the results of reference inquiries by the State regarding <u>all</u> references provided (both state and non-state). Current or prior contracts with the State are not a prerequisite and are not required for the maximum evaluation score possible, and the existence of such contracts with the State will not automatically result in the addition or deduction of evaluation points.</i>
(Maximum Section B Score = 40)	
SCORE (for <u>all</u> Section B items above, B.1 through B.14):	

TECHNICAL PROPOSAL & EVALUATION GUIDE — SECTION C

PROPOSER NAME:				
SECTION C — TECHNICAL APPROACH				
The Proposer must address ALL Technical Approach section items and provide, in sequence, the information and documentation as required (referenced with the associated item references). A Proposal Evaluation Team, made up of three or more State employees, will independently evaluate and score the proposal's response to each item. Each evaluator will use the following whole number, raw point scale for scoring each item: <i>0 = little value 1 = poor 2 = fair 3 = satisfactory 4 = good 5 = excellent</i> The RFP Coordinator will multiply each item score by the assigned weight with the product being the item's raw weighted score for purposes of calculating the section score as detailed at the end of this table. Any contract resulting from this RFP process shall incorporate by reference the respective proposal responses to all items below as a part of said contract (refer to <i>Pro Forma</i> contract – “Special Terms and Conditions”).				
Proposal Page # (to be completed by Proposer)	Technical Approach Items	State Use ONLY		
		Score	Item Weight	Raw Weighted Score
	C.1 Provide a narrative that illustrates the Proposer's understanding of the State's requirements and project schedule.		25	
	C.2 Provide a narrative that illustrates how the Proposer will accomplish the scope of services as required.		35	
	C.3 Provide a narrative that illustrates how the Proposer will manage and ensure completion of the scope of services as required.		40	
Total Raw Weighted Score: <i>(sum of Raw Weighted Scores above)</i>				
Total Raw Weighted Score Maximum possible raw weighted score <i>(i.e., 5 x the sum of item weights above)</i> X 10 <i>(maximum section score)</i> = SCORE:				

TECHNICAL PROPOSAL & EVALUATION GUIDE — SECTION D

PROPOSER NAME:				
SECTION D — PROPOSAL PRESENTATION				
A Proposal Evaluation Team, made up of three or more State employees, will independently evaluate and score each of the Proposal Presentations in response to each item. Each evaluator will use the following whole number, raw point scale for scoring each item:				
<i>0 = little value 1 = poor 2 = fair 3 = satisfactory 4 = good 5 = excellent</i> The RFP Coordinator will multiply each item score by the assigned weight with the product being the item's raw weighted score for purposes of calculating the section score as detailed at the end of this table.				
Proposal Page # (to be completed by Proposer)	Proposal Presentation Items	State Use ONLY		
		Score	Item Weight	Raw Weighted Score
	D.1 Presentation and personal introduction by Proposer of its staff designated to render the services set forth in the RFP including personnel background information including on-line virtual tour of Proposer's main offices		30	
	D.2 Presentation of a visual tour of the Proposer's offices		20	
	D.3 Presentation of examples of media placed, advertising developed and branding examples		20	
	D.4 Presentation of the Proposal for the services set forth in the RFP		30	
Total Raw Weighted Score: <i>(sum of Raw Weighted Scores above)</i>				
Total Raw Weighted Score maximum possible raw weighted score <i>(i.e., 5 x the sum of item weights above)</i> X 20 <i>(maximum section score)</i> = SCORE:				

ATTACHMENT 6.4

COST PROPOSAL & SCORING GUIDE			
NOTICE TO PROPOSER: This Cost Proposal MUST be completed EXACTLY as required.			
PROPOSER NAME:			
SIGNATURE & DATE:			
<i>NOTE: The signatory must be an individual or a company officer empowered to contractually bind the Proposer. If the Signatory is not the Proposer company president, this Statement of Certifications and Assurances SHALL attach evidence showing the Signatory's authority to bind the Proposer.</i>			
COST PROPOSAL SCHEDULE The proposed cost, detailed below, shall indicate the proposed price for providing the entire scope of service including all services as defined in the RFP Attachment 6.1, <i>Pro Forma Contract Scope of Services</i>, for the total contract period. The proposed cost and the submitted technical proposal associated with this cost shall remain valid for at least 120 days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any resulting contract between the Proposer and the State. All monetary amounts are United States currency.			
Cost Item Description	Proposed Cost per hour*	TABLE A (Pro forma Contract, Sections A.2 and A.3)	
		State Use	
		Weight	Weighted Cost
Creative Director		15	
Copy Writer		7	
Art Director		10	
Executive Client Service		15	
Account Supervisor		8	
Account Executive		7	
Production Artist		6	
Production Manager		10	
Researcher		7	

Account Assistant		5	
Producer		10	
<i>The RFP Coordinator shall use the evaluation cost amount derived from the proposed cost amounts above and the following formula to calculate the COST PROPOSAL SCORE. Calculations shall result in numbers rounded to two decimal places.</i>			↓
Evaluation Cost Amount: <i>(sum of all weighted cost amounts above)</i>			
$\frac{\text{lowest Evaluation Cost Amount from all Proposals}}{\text{Evaluation Cost Amount being evaluated}} \times 15 = \text{SCORE:}$ <i>(maximum Table A score)</i>			

*For services performed for Year 2 through Year 5 (7/01/09 – 6/30/13), the Procuring Party shall be compensated using the rate escalation method set forth in *Pro Forma* Contract Sections C.3.b(2-5).

Cost Item Description	Proposed “x” % of Contractor’s actual net cost of media purchase**	TABLE B (Pro forma Contract Section A.4)	
		State Use	
		Weight	Weighted Cost
Media Placement (Commission Rate)		1	
<i>The RFP Coordinator shall use the evaluation cost amount derived from the proposed cost amounts above and the following formula to calculate the COST PROPOSAL SCORE. Calculations shall result in numbers rounded to two decimal places.</i>			↓
Evaluation Cost Amount: <i>(sum of all weighted cost amounts above)</i>			
$\frac{\text{lowest Evaluation Cost Amount from all Proposals}}{\text{Evaluation Cost Amount being evaluated}} \times 15 = \text{SCORE:}$ <i>(maximum Table B score)</i>			
COST PROPOSAL SCORE = Sum of TABLES “A” PLUS “B” = SCORE:			

** The commission rate for media placement will be effective for the entire term of the Contract.

ATTACHMENT 6.5
PROPOSAL SCORE SUMMARY MATRIX

RFP Coordinator		Date				
QUALIFICATIONS & EXPERIENCE Maximum Points: 40	PROPOSER NAME		PROPOSER NAME		PROPOSER NAME	
EVALUATOR NAME						
EVALUATOR NAME						
EVALUATOR NAME						
EVALUATOR NAME						
EVALUATOR NAME						
	AVERAGE SCORE:		AVERAGE SCORE:		AVERAGE SCORE:	
TECHNICAL APPROACH Maximum Points: 10						
EVALUATOR NAME						
EVALUATOR NAME						
EVALUATOR NAME						
EVALUATOR NAME						
EVALUATOR NAME						
	AVERAGE SCORE:		AVERAGE SCORE:		AVERAGE SCORE:	
PROPOSAL PRESENTATION Maximum Points: 20						
EVALUATOR NAME						
EVALUATOR NAME						
EVALUATOR NAME						
EVALUATOR NAME						
EVALUATOR NAME						
	AVERAGE SCORE:		AVERAGE SCORE:		AVERAGE SCORE:	
COST PROPOSAL Maximum Points: 30	SCORE:		SCORE:		SCORE:	
PROPOSAL SCORE Maximum Points: 100	TOTAL SCORE:		TOTAL SCORE:		TOTAL SCORE:	

EXHIBIT 1

MEDIA PLACEMENT AND OFF-LINE ADVERTISING RFP

PRE-PROPOSAL CONFERENCE

MEETING DETAILS, AGENDA, AND FACILITIES TOUR

MEETING DETAILS

Date: April 25, 2008

Time: 10:00 a.m.

Place: William R. Snodgrass Tennessee Tower
312 8th Avenue North, 25th Fl.
Nashville, TN 37243

Room: Large Conference Room

MEETING AGENDA

- I. Begin Meeting
- II. Review RFP Document
(Deadlines, General Instructions, Evaluation Criteria, Payment Terms, Service Unit Rates, etc.)
- III. Questions/Answers