



STATE OF TENNESSEE
DEPARTMENT OF GENERAL SERVICES

REQUEST FOR PROPOSALS # 529/050-01-2015
AMENDMENT # Two
FOR Exhibit Fabricator For New TN State Museum

DATE: December 18, 2015

RFP SBC NUMBER 529/050-01-2015 IS AMENDED AS FOLLOWS:

1. This RFP Schedule of Events updates and confirms scheduled RFP dates.

	EVENT	TIME (Central Time)	DATE	UPDATED / CONFIRMED
1	RFP Issued		November 18, 2015	Confirmed
2	Disability Accommodation Request Deadline		November 24, 2015	Confirmed
3	Pre-Response Conference	11:00 a.m.	December 4, 2015	Confirmed
4	Notice of Intent to Respond Deadline		December 7, 2015	Confirmed
5	Written "Questions & Comments" Deadline	2:00 p.m.	December 10, 2015	Confirmed
6	State Response to Written "Questions & Comments"		December 18, 2015	Confirmed
7	Second Pre-Response Conference	10:00 a.m.	December 22, 2015	Confirmed
8	Second set Written "Questions & Comments" Deadline	2:00 p.m.	January 4, 2016	Confirmed
9	State Response to Second set of Written "Questions & Comments"		January 8, 2016	Confirmed
10	Response Deadline	2:00 p.m.	February 2, 2016	Updated
11	State Completion of Technical Response Evaluations (Part One)		February 9, 2016	Updated
12	Notification Short Listed Respondents to Interview		February 10, 2016	Updated
13	Interviews		February 22 & 23, 2016	Updated

	EVENT	TIME (Central Time)	DATE	UPDATED / CONFIRMED
14	State Completion of Technical Response Evaluations (Part Two - Interviews) and Total Technical Score	4:00 p.m.	February 23, 2016	Updated
15	State Opening & Scoring of Cost Proposals		February 24, 2016	Updated
16	State Notice of Intent to Award Released <u>and</u> RFP Files Opened for Public Inspection		February 25, 2016	Updated
17	State Building Commission (SBC) Approval Sought		March 10, 2016	Updated
18	State sends contract to Contractor for signature		March 10, 2016	Updated

2. Attachments to this RFP (posted at <http://tn.gov/generalservices/article/request-for-proposals>) have been updated to include the following:

a. Interpretive Plan

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

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

	QUESTION / COMMENT	STATE RESPONSE
1	It is our understanding that a certain percentage of business, in our case museum exhibit fabrication, must include a minority-owned, woman-owned, and/or Tennessee service-disabled veteran owned business. However, we are unable to find where this information is broken down on the website. Specifically, what are the percentages to be allocated and where can we find that information online?	The State seeks to have Diversity Business Participation, but there is no minimum level of participation required.
2	I am wondering where the drawing package might be. I don't know how exhibit fabricators would be able to propose a price without seeing the design documents.	There is no drawing package available at this time. Pro Forma Contract Attachment B, Section B sets forth the process for establishing the guaranteed maximum price for the exhibit fabrication and installation. RFP Attachment 6.3 Section E includes the cost related components that must be proposed in response to this RFP.
3	Based on the current construction schedule for the building, please provide the anticipated dates that field dimensions can be taken of the exhibit gallery spaces as well as when the gallery spaces will be ready for the Exhibit Fabricator to begin installation.	Currently March 1, 2018, is the anticipated start of exhibit installation. Due to the compressed schedule, exhibit fabrication will need to be based on design dimensions. The Exhibit Fabricator will have access to the building during construction.
4	Page 26 of the RFP, Item A.15 discusses access to an "environmentally controlled	No artifacts are intended to be stored in the "environmentally controlled storage area"; this will be

QUESTION / COMMENT	STATE RESPONSE
<p>storage area”.</p> <ul style="list-style-type: none"> o Is it anticipated that this area would only be used to store exhibits? Or also potentially artifacts? o Do you define “Environmentally controlled” as temperature only, or humidity as well? o Will the Exhibit Fabricator be reimbursed for this storage? 	<p>for fabricated exhibit items only.</p> <p>Environmental control refers to safety, and controls required to ensure that all custom furniture, media equipment, etc. are safe.</p> <p>The cost for any use of the “environmentally controlled storage area” will be included in the guaranteed maximum price established in accordance with Pro Forma Contract Attachment B, Section B.</p>
<p>5 Page 28 of the RFP, Item B.5 details the requirements for diversity. There is a note that states “in order to claim status as a Diversity Business Enterprise...businesses must be certified by the Governor’s Office of Diversity Business Enterprise.” Can businesses be included in a response to this section, who are not currently certified by this office but who, if awarded, could be certified by the time the F&I Amendment is awarded, as long as this is clear in the response?</p>	<p>Yes, businesses not currently certified by the Governor’s Office of Diversity Business Enterprise (“GoDBE”) may be included in a response to this section. It is not a requirement that a business is certified with the GoDBE in order to respond to this procurement. Below is the email for the GoDBE if you have any diversity related questions or want to get certified:</p> <p>http://www.tn.gov/generalservices/topic/governors-office-of-diversity-business-enterprise-godbe</p>
<p>6 Page 33 of the RFP, states that the fee for Pre-fabrication will “be paid upon successful completion of the services”. Page 2 of the agreement states that Phase 1 of Pre-fabrication will be paid in equal monthly installments and Phase 2 of Pre-fabrication will be paid in a lump sum upon completion. Please indicate which is correct. Also, please indicate the anticipated timeframe between receipt of invoice and payment to the contractor.</p>	<p>Phase I will be paid in equal monthly payments. Phase II will be paid in a lump sum upon completion of shop drawings as a whole, or for an individual item.</p> <p>Please refer to item #4 below with revisions to Pre-Fabrication Services Fee Guide - RFP Attachment 6.3., Section A (revisions highlighted in yellow).</p> <p>Please refer to the attached Pro Forma Contract with revisions to Section C.3.b. (revisions highlighted in yellow).</p> <p>See Tennessee Prompt Pay Act, TCA § 12-4-701, through 12-4-707, for information regarding payment to contractor.</p>
<p>7 Page 33 of the RFP lists an estimated total of 9 months for Pre-fabrication, including Phases 1 and 2. Page 37 of the RFP lists an estimated total of 9 months for each Phase of Pre-fabrication. Please indicate which is correct. If the latter, please indicate if these phases are anticipated to overlap.</p>	<p>Both phases of Pre-Fabrication are estimated at 9 months given the scope of work involved in each phase. It is anticipated that overlap will occur.</p>
<p>8 Page 33 of the RFP requests a fee for Phase 2 of Pre-fabrication which will include the Technical Drawings for the exhibits. As the design is currently underway, this fee will be based on a typical percentage of the contract amount. Please provide an anticipated breakdown of the \$27,205,000 (i.e. 50% exhibits, 30% AV, etc.) so we can</p>	<p>The breakdown of the overall \$27,205,000.00 is not available at this time. See response to Question 2 above regarding the scope of work for each phase of service to be provided under the contract.</p>

QUESTION / COMMENT	STATE RESPONSE
accurately estimate the fee for technical drawings.	
9 Please provide the current Design Schedule.	The design schedule for the exhibits is not yet currently finalized.
10 Please provide the anticipated dates for the current museum to close and the de-installation of artifacts currently on display.	As the design schedule is not finalized, these dates have not yet been set.
11 Please provide the amount for Liquidated Damages in the F&I Amendment.	Liquidated Damages will be determined prior to or promptly after the end of the services set forth in Section B of Attachment B, in accordance with A.2 of the Pro Forma Contract.
12 Please provide the payment terms for the F&I Amendment. Item 3 states that invoices will be paid according to Schedule 1. Schedule 1 was not included with the RFP documents.	Pro Forma Contract Attachment B, Section B sets forth the process for establishing the guaranteed maximum price for the exhibit fabrication and installation that will include Schedule 1. See also Section A.2 of the Pro Forma Contract.
13 Will retainage be held on any phases?	Yes, 5% on all phases until acceptance of a certificate of Substantial Completion, and thereafter 2% until Final Payment.
14 Attachment B, Item A.1, how many rounds of written commentary should the Exhibit Fabricator anticipate submitting? Should we assume 10 sets of milestone documents (50%, 75% and 100% of Concept, 50%, 75% and 100% of Design Development and 50%, 75% and 100% of Final Design as well as Architectural Integration)? Or will some of the milestones have passed once the Exhibit Contractor is on board?	<p>The 50% and 75% concept design documents will have been completed prior to the Exhibit Fabricator coming on board. See Pro Forma Contract Attachment B, Section B for the Exhibit Fabricator's scope of services.</p> <p>Please refer to the attached revised Pro Forma Contract Attachment B, Section B for the revision (highlighted in yellow).</p>
15 Per Attachment B, Item A.5, how many progress meetings should the Exhibit Fabricator plan to attend in person?	The Exhibit Fabricator must attend all meetings in which their participation is required in person.
16 Attachment B, Item 8.b states that within the first 30 days of commission the Exhibit Fabricator will need to identify any long lead times. Anticipating that this deadline will fall at the end of March 2016, what progress milestone of design will the Exhibit Fabricator receive to identify these long lead time items?	It is anticipated the Exhibit Designer will be between 50%-100% complete with the concept design at the end of March, 2016.
17 Per Attachment B, Item C.1.a, please provide a schedule for when the assets that need to be purchased or created for the Production Ready Artwork will be specified as well as when they will need to be purchased by and delivered to the Exhibit Designer for incorporation into the Production Ready Artwork.	The Schedule is not available at this time and will be produced collaboratively by the Exhibit Designer and Exhibit Fabricator. Refer to Pro Forma Contract Attachment B regarding the process for establishing the schedule.
18 Attachment B, Item 4.d, states that the Exhibit Fabricator should "prepare proofs of all graphic components". Is the purpose of these proofs for color match or a final review of the design and content? If edits are requested, who will be responsible for completing those, the Exhibit Designer or Exhibit Fabricator? Also, should we assume	Exhibit Fabricator will provide proofs for color matching. Exhibit Designer is responsible for design and content. The requirement of full scale proofs will be coordinated between the Exhibit Designer and the Exhibit Fabricator prior to the establishment of the guaranteed maximum price (See Pro Forma Contract Attachment B).

QUESTION / COMMENT	STATE RESPONSE
these proofs are full scale?	
19 Attachment B, Item 8.a states that as a part of the F&I Amendment, the Exhibit Fabricator should “review site conditions and confirm all measurements to ensure seamless integration of exhibits into the building.” It is anticipated that many of these measurements will need to be taken in order to complete the technical drawings required for Phase 2 of the Pre-fabrication phase. Please indicate if the F&I Amendment will overlap with Phase 2 of the Pre-fabrication Phase.	See response to Question #7 above.
20 Attachment B, Item 11.f states that the Exhibit Fabricator will “pack and safely move artifacts...from the existing museum to the Museum...” Does this scope of work include de-installing the artifacts on display? Also, does this include only artifacts that are on display, or also the artifacts currently stored in the archives? How much time is allowed in the current schedule for this move? Should we assume that all mounts should be designed and preliminarily fit before this move in the existing space?	All artifacts that are to be displayed in the new museum must be de-installed, packed and safely moved to the new museum for insertion into the exhibit. This includes anything that might currently be in storage. The final Schedule will need to be determined by both the Exhibit Designer and Exhibit Fabricator and this process is outlined in Attachment B of the Pro Forma Contract. All mounts should be created in advance of the move to properly fit in the existing space.
21 In order for us to better understand the estimating schedules and pricing for Phase 1 Preconstruction Services, can you provide a copy of the Design Schedule? In particular bidders are to provide cost estimates at the 50%, 75% and 100% stage of each of the Three design phases; Concept, Design Development and Final Design.	See response to Question #9 above and Pro Forma Contract Attachment B, Section B.
22 It appears that the overall schedule upon award will be 28 Months beginning February 29, 2016 through an opening of June 2018. Can you confirm that the Fabrication and Installation Phase of the project will happen concurrently with the 9 month Phase II (Pre-Fabrication, Shop Drawings)? To confirm this would allow 19 months for the combined shop drawing and fabrication and installation phases of the project.	See response to Question #7 and #9 above.
23 Will there be any needs for lighting design services as part of the fabricators scope of work? Will that scope include interior case lighting? Can you confirm the name of the lighting designer?	Lighting design will be provided by Exhibit Designer. Procurement, installation, shop drawings, fitting is all by Exhibit Fabricator. The final focusing is the responsibility of the Exhibit Designer. Gallagher & Associates is the Exhibit Designer.
24 Can you provide any information on the types of media programs that would be included within the overall scope of the project?	This is part of the exhibition design process and has not been determined yet.
25 What will be provided for the Audio Visual	Gallagher & Associates, the Exhibit Designer, will

QUESTION / COMMENT	STATE RESPONSE
Hardware systems through the design phase and what are the expectations for the exhibit fabricators team to develop the systems through the Phase 1 Preconstruction Services?	provide media treatment design for all potential media/software and will coordinate with the Exhibit Fabricator to understand the equipment needs. The Exhibit Fabricator would be responsible to design and engineer the AV hardware systems to support the media software programs.
26 Will there be any general construction, electrical, plumbing, drywall, painting, or any other interior building finishes as part of the fabricators scope of work or will this be by the General Contractor?	The specific division of responsibilities of between the Construction Manager/General Contractor, Turner Construction, and Exhibit Fabricator has not been determined at this time. Specific divisions of responsibility will be determined prior to establishment of the guaranteed maximum price (See Pro Forma Contract Attachment B).
27 Are there any details about the intended design that can be shared at this early stage?	Some design details can be found in the Interpretive Plan, that can now be found as an attachment to this project on the State website: http://tn.gov/generalservices/article/request-for-proposals
28 In Attachment B, Section A item number 5 it states we are required to attend all scheduled progress meetings in person, how many meetings shall we assume through the initial Phase 1?	See response to Question #15 above.
29 "The surety for any and all bonds must have a rating of "A" or better with the U.S. Treasury Department Agency." Page 24 of 68 of the RFP. We confirmed there is no "A" rating provided by the US Treasury, this is provided by AM Best. If our paper is rated "A" by AM Best, the provider of these ratings, will that suffice, or does the owner mean to refer to the Treasury certificate of authority "Underwriting Limitation" referencing the largest penal sum of a bond that can be issued?	Must be a surety listed on the United States Department of the Treasury financial management service list of approved bonding companies which is published annually in the federal register at the time the bond is provided in accordance with this part, and shall be written for an amount indicated as approved for the surety on that list. See the attached, revised version of RFP Attachment 6.2- Section A.
30 Will only a Performance Bond be required, or will a Labor and Material Payment Bond also be required (usually it is both)? If a Labor and Material Payment Bond is required, can you please provide a copy of the wording and confirm it will be for 100% of the project?	A Contract Bond is required in the amount of 100% of the GMP. This Contract Bond covers labor and materials payment as well as performance. The Contract Bond can be found in the RFP as Pro Forma Contract Attachment E.
31 The cover page asks for a "contractor's license number". It was made clear that if that were not filled out, the bid would not be entertained. However, in the State of Tennessee, as an exhibit fabricator, we are not required to have a contractor's license. Therefore, that is not something we have pursued. Could you please advise us as to the best plan of action?	As the work provided by an Exhibit Fabricator is anticipated to include on-site construction and supervision of other trades that are required to be licensed, it was determined that for this project a contractor's license will be required for the Exhibit Fabricator. This requirement was communicated in the Pre Response Notice posted on the State's website, on 10/5/2015.

4. Delete RFP SBC Project # 529/050-01-2015, Pre-Fabrication Services Fee Guide - RFP Attachment 6.3., Section A, in its entirety and replace with the following (changes are highlighted in yellow):

PRE-FABRICATION SERVICES FEE GUIDE - RFP ATTACHMENT 6.3. - SECTION A	
RESPONDENT NAME:	
<p>Provide the total lump sum fee for delivery of the Pre-Fabrication Phase Services for this Project as defined by Exhibit Fabricator Scope of Services and Deliverables, Section 1. This fee should not include costs of printing the Designer's design/construction documents during the Pre-Fabrication Phase. This fee will be paid as set forth in the Pro Forma Contract and is not to be included as a part of the Exhibit Fabricator Fabrication & Installation services fixed fee. This fee may be negotiated prior to execution of the Pro Forma Contract.</p>	
<p>The Pre-Fabrication Fee shall be broken down as follows:</p> <p>Estimated total of months is <u>(9)</u> months.</p>	
Pre-Fabrication Lump Sum Amount for Services Described in Pro Forma Contract Attachment B, Section B, Phase I	\$ _____ (The Owner will insert value at RFP Attachment 6.3., Section D.1.)
Pre-Fabrication Lump Sum Amount for Services Described in Pro Forma Contract Attachment B, Section B, Phase II	\$ _____ (The Owner will insert value at RFP Attachment 6.3., Section D.2.)

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

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

The Contractor is **a/an Individual, For-Profit Corporation, Non-Profit Corporation, Special Purpose Corporation Or Association, Partnership, Joint Venture, Or Limited Liability Company**.

Contractor Place of Incorporation or Organization: **Location**

Contractor Edison Registration ID # **Number**

BACKGROUND

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

A. GENERAL:

- A.1 The Contractor shall provide all services and deliverables as required, described, and detailed herein (the "Contract Services") and shall meet all service and delivery timelines as specified by the Contract. The "Scope of Services" document attached hereto as Attachment B more particularly describes certain of the Contract Services and sets forth the process by which such services are authorized by the State for completion.
- A.2 The parties intend to enter into an amendment to this Contract in the form attached hereto as Attachment C (the "F&I Amendment") prior to or promptly after the end of the services set forth in Section B of Attachment B. The F&I Amendment will set forth the timeline for completion of the services set forth in Section C of Attachment B and the payment terms for such services.
- A.3 Upon successful completion of the Contract Services and resolution, to the satisfaction of the State, of all deficiencies noted after substantial completion by the Contractor, the Contractor shall present the Acknowledgement of Exhibit Installation Completion in the form set forth as Attachment D to this Contract, signed by the Contractor (the "Completion Acknowledgment") to the State for execution.

B. CONTRACT PERIOD:

- B.1 Contract Period. This Contract shall be effective for the period commencing on the date of full and complete execution of this Contract, and ending on the date set forth in the fully executed Completion Acknowledgement. The Contractor hereby acknowledges and affirms that the State shall have no obligation for services rendered by the Contractor which were not performed within this specified contract period.
- B.2 Term Extension. The State reserves the right to extend this Contract for an additional period or periods of time, provided that such an extension the Contract term is effected prior to the current Contract expiration date by means of an amendment to this Contract. If a term extension necessitates additional funding beyond that which was included in the original Contract, an

increase of the State's maximum liability will also be effected through an amendment to this Contract

C. PAYMENT TERMS AND CONDITIONS:

C.1 Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed **Written Dollar Amount (\$Number)**. The payment rates in Section C.3 and the Travel Compensation provided in Section C.4, shall constitute the entire compensation due the Contractor for all service and Contractor obligations hereunder regardless of the difficulty, hours worked, materials or equipment required. The Contract Amount includes, but is not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

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

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

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

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

Service Description	Amount (per compensable increment)
Services described in Attachment B, Section B, Phase I	\$_____ paid in equal monthly installments
Services described in Attachment B, Section B, Phase II	\$_____ paid in partial payments based upon the value, as determined by the State, of the Shop Drawing packages
Services described in Attachment B, Section C	To be paid in accordance with the terms of the F&I Amendment
Services described in Attachment B, Section D	\$_____ paid in a lump sum upon expiration of the Warranty Period

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

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

Original: Ron Maupin
Department of Finance and Administration
Office of Business and Finance
312 Rosa L. Parks Avenue
W. R. Snodgrass Tennessee Tower, 20th Floor
Nashville, Tennessee 37243-1102

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

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
- (1) Invoice Number (assigned by the contractor);
 - (2) Invoice Date;
 - (3) Contract Number SBC Project No. **529/050-01-2015-02**
 - (4) Customer Account Name: Department of General Services, Real Estate Asset Management;
 - (5) Customer Account Number (assigned by the Contractor to the above-referenced State Agency);
 - (6) Contractor Name;
 - (7) Contractor Federal Employer Identification, Social Security, or Tennessee Edison Registration ID Number Referenced in Preamble of this Contract;
 - (8) Contractor Contact for Invoice Questions (name, phone, and/or fax);
 - (9) Contractor Remittance Address;
 - (10) Description of Delivered Service;
 - (11) Total Amount Due for delivered service (as stipulated in Section C.3. above);
 - (12) Further, the monthly invoices will include the name of each individual, the individual's job title, the number of hours worked during the period, the hourly rate, the total compensation requested for the individual, the total amount due the Contractor for the period involved, each project expenditure to-date, total expenditures to date and balance of funds remaining in the contract.
- b. The Contractor understands and agrees that an invoice under this Contract shall:
- (1) include only charges for service described in Contract Section A and in accordance with payment terms and conditions set forth in Contract Section C;
 - (2) only be submitted for completed service and shall not include any charge for future work;
 - (3) not include sales tax or shipping charges; and
 - (4) initiate the timeframe for payment (and any discounts) only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this Section C.5.

C.6 Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any payment, invoice, or matter in relation thereto. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount invoiced.

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

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

- C.9 Prerequisite Documentation. The Contractor shall not invoice the State under this Contract until the State has received the following documentation properly completed.
- a. The Contractor shall complete, sign, and present to the State an “Authorization Agreement for Automatic Deposit (ACH Credits) Form” provided by the State. By doing so, the Contractor acknowledges and agrees that, once said form is received by the State, all payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee shall be made by Automated Clearing House (ACH).
 - b. The Contractor shall complete, sign, and present to the State a “Substitute W-9 Form” provided by the State. The taxpayer identification number detailed by said form must agree with the Contractor’s Federal Employer Identification Number or Tennessee Edison Registration ID referenced in this Contract.

D. STANDARD TERMS AND CONDITIONS:

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

The Contractor acknowledges, understands, and agrees that this Contract shall be null and void if

the Contractor is, or within the past six months has been, an employee of the State of Tennessee or if the Contractor is an entity in which a controlling interest is held by an individual who is, or within the past six months has been, an employee of the State of Tennessee.

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

- D.7 Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.8 Prohibition of Illegal Immigrants. The requirements of Tenn. Code Ann. § 12-3-309 addressing the use of illegal immigrants in the performance of any contract to supply goods or services to the state of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.
- a. The Contractor agrees that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document at Exhibit A, hereto, with each invoice, as described in C.3, during the period of this Contract. If the Contractor is a party to more than one contract with the State, the Contractor may submit one attestation that applies to all contracts with the State. All Contractor attestations shall be maintained by the Contractor and made available to State officials upon request.
 - b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the Term, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work under this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work under this Contract. Attestations obtained from subcontractors shall be maintained by the Contractor and made available to State officials upon request.
 - c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Contractor's records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.
 - d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Tenn. Code Ann. § 12-3-309 for acts or omissions occurring after its effective date.
 - e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not: (i) a United States citizen; (ii) a Lawful Permanent Resident; (iii) a person whose physical presence in the United States is authorized; (iv) allowed by the federal Department of Homeland Security and who, under federal immigration laws or regulations, is authorized to be employed in the U.S.; or (v) is otherwise authorized to provide services under the Contract.
- D.9 Licensure. The Contractor and its employees and all sub-contractors shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.10 Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, for work performed or money received under this Contract, shall be maintained for a period of five (5) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial

statements shall be prepared in accordance with generally accepted accounting principles.

- D.11 Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.12 Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.13 Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.14 Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint ventures, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- The Contractor, being an independent contractor and not an employee of the State of Tennessee, agrees to provide insurance coverage as required by construction services agreement with a guaranteed maximum price.
- D.15 Limitation of State's Liability. The State shall have no liability except as specifically provided in this Contract. In no event will the State be liable to the Contractor or any other party for any lost revenues, lost profits, loss of business, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Contract or otherwise. The State's total liability under this Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability. This limitation of liability is cumulative and not per incident.
- D.16 Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the Party except to the extent that the non-performing Party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either Party from its obligations under this Contract. Except as set forth in this Section, any failure or delay by a Party in the performance of its obligations under this Contract arising from a Force Majeure Event is not a default under this Contract or grounds for termination. The non-performing Party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the Party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Contractor's representatives, suppliers, subcontractors, customers or business apart from this Contract is not a Force Majeure Event under this Contract. Contractor will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. Contractor will not increase its charges under this Contract or charge the State any fees other than those provided for in this Contract as the result of a Force Majeure Event.
- D.17 State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.18 Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Tennessee Claims Commission or the state or federal courts in

Tennessee shall be the venue for all claims, disputes, or disagreements arising under this Contract. The Contractor acknowledges and agrees that any rights, claims, or remedies against the State of Tennessee or its employees arising under this Contract shall be subject to and limited to those rights and remedies available under Tenn. Code Ann. §§ 9-8-101 - 407.

- D.19 Entire Agreement. This Contract is complete and contains the entire understanding between the Parties relating to its subject matter, including all the terms and conditions of the Parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the Parties, whether written or oral.
- D.20 Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.
- D.21 Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

E. SPECIAL TERMS AND CONDITIONS:

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

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

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

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

- E.3 Subject to Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- E.4 Tennessee Consolidated Retirement System. Subject to statutory exceptions contained in Tenn. Code Ann. §§ 8-36-801, *et seq.*, the law governing the Tennessee Consolidated Retirement

System ("TCRS"), provides that if a retired member of TCRS, or of any superseded system administered by TCRS, or of any local retirement fund established under Tenn. Code Ann. §§ 8-35-101, *et seq.*, accepts State employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of "employee/employer" and not that of an independent contractor, the Contractor, if a retired member of TCRS, may be required to repay to TCRS the amount of retirement benefits the Contractor received from TCRS during the Term.

E.5 Tennessee Department of Revenue Registration. The Contractor shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Contract.

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

a. Comprehensive General Liability, including:

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

Combined single limits for bodily injury and property damage:

Each Occurrence: \$2,000,000

Aggregate: \$4,000,000

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

b. Comprehensive Automobile Liability:

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

Bodily injury and property damage combined single limits:

Each Occurrence: \$500,000

c. Workers Compensation and Employer's Liability:

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

Workers Compensation: according to statute

Employer's Liability: \$100,000

d. Builder's Risk:

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

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

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

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

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

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

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

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

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

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

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

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

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

(The remainder of this page left blank intentionally)

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

IN WITNESS WHEREOF:

CONTRACTOR LEGAL ENTITY NAME:

Contractor Signatory, Contractor Title

DATE: _____

STATE OF TENNESSEE,

OFFICE OF THE STATE ARCHITECT:

Peter L. Heimbach, Jr., State Architect

DATE: _____

DEPARTMENT OF GENERAL SERVICES:

Robert E. Oglesby, Commissioner

DATE: _____

APPROVED AS TO COMPLIANCE WITH POLICY AND STATUTE:

Justin P. Wilson, Comptroller of the Treasury

DATE: _____

APPROVED AS TO COMPLIANCE WITH FORM AND LEGALITY:

Herbert H. Slatery III, Attorney General and Reporter

DATE: _____

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

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

The Contractor, identified above, does hereby attest, certify, warrant, and assure that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract.

CONTRACTOR SIGNATURE

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

PRINTED NAME AND TITLE OF SIGNATORY

Scope of Services

Exhibit Fabricator Scope of Services and Deliverables

A. General Services

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

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

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

B. Pre-Fabrication Phase Services

Phase I:

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

- i. Concept Design (100% only)
- ii. Design Development
- iii. Final Design
- b. Identify strategies and solutions for value engineering and cost control if required to ensure the target for total cost set forth in Section C below is maintained within the expectations of the State
- c. Coordinate with Exhibit Designer and PMaA To establish a reasonable cost contingency and protocol for its allocation
- d. Coordinate with PMaA to establish protocol for change orders within the GMP (as hereinafter defined) to be approved by the State
- e. Prepare final estimate of the Exhibit Budget based on Final Design for approval prior to commencement of fabrication. This estimate shall constitute the guaranteed maximum price (the "GMP") and will be the basis for payment to the Contractor under the F&I Amendment

Phase II:

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

C. Fabrication and Installation Phase Services

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

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

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

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

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

D. Provide Warranty Period Services

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