

CONTRACT # 6
RFS # 321.06-00111
FA # 12-36822
Edison # 28382

Department of General Services
Motor Vehicle Management

VENDOR:
Anchor Tours, Inc.



STATE OF TENNESSEE
DEPARTMENT OF GENERAL SERVICES

STEVEN G. CATES
COMMISSIONER

BILL HASLAM
GOVERNOR

TO: Ms. Leni Chick, Contract and Audit Coordinator, Fiscal Review Committee
FROM: Jenny Young, Department of General Services
DATE: February 21, 2013
SUBJECT: Request for Approval of Contract Amendment One with Anchor Tours, Inc.

Please consider the enclosed request for a non-competitive amendment with Anchor Tours, Inc. ("Anchor Tours"). The Department of General Services competitively procured Employee Shuttle Services, through RFP #32106-0011 and Anchor Tours was awarded a contract on September 1, 2011.

The Department of General Services respectfully requests approval of the attached Amendment One, which would add a driver only rate to the contract for the current contract year. This amendment would also increase the maximum liability amount by \$25,262.16.

Please contact me at (615)741-1298 with any questions or concerns. We appreciate your consideration of this matter.

Attachments:

- Exhibit A: Supplemental Documentation Required for Fiscal Review Committee
- Exhibit B: Original Contract with Summary Sheet
- Exhibit C: Proposed Amendment One with Summary Sheet
- Exhibit D: Non-Competitive Amendment Request
- Exhibit E: Additional Documentation for Support, Edison Report CN_021 for FY12 and FY13

THE OFFICE OF SERVICES CONTRACTING

312 ROSA L. PARKS AVENUE, 24TH FLOOR • NASHVILLE, TENNESSEE 37243
(615) 741-1298 • (615) 253-7819 • FAX: (615) 532-6257 • WWW.TN.GOV/GENERSERV/

Supplemental Documentation Required for
Fiscal Review Committee

| | | | | | |
|--|--------------------------------|---|---|--------------|-------------|
| *Contact Name: | Jenny Young | *Contact Phone: | (615) 741-1298 | | |
| *Original Contract Number: | 28382 | *Original RFS Number: | 32106-00111 | | |
| Edison Contract Number: <i>(if applicable)</i> | 28382 | Edison RFS Number: <i>(if applicable)</i> | | | |
| *Original Contract Begin Date: | September 1, 2011 | *Current End Date: | August 31, 2013 | | |
| Current Request Amendment Number: <i>(if applicable)</i> | One | | | | |
| Proposed Amendment Effective Date: <i>(if applicable)</i> | April 23, 2013 | | | | |
| *Department Submitting: | Department of General Services | | | | |
| *Division: | Motor Vehicle Management | | | | |
| *Date Submitted: | February 21, 2013 | | | | |
| *Submitted Within Sixty (60) days: | Yes | | | | |
| <i>If not, explain:</i> | | | | | |
| *Contract Vendor Name: | Anchor Tours, Inc. | | | | |
| *Current Maximum Liability: | \$2,246,330.25 | | | | |
| *Current Contract Allocation by Fiscal Year: <i>(as Shown on Most Current Fully Executed Contract Summary Sheet)</i> | | | | | |
| FY 12: | FY 13: | FY 14: | FY 15: | FY 16: | FY 17: |
| \$352,506.90 | \$433,659.38 | \$446,696.20 | \$460,125.02 | \$473,962.92 | \$79,379.83 |
| *Current Total Expenditures by Fiscal Year of Contract: <i>(attach backup documentation from STARS or FDAS report)</i> | | | | | |
| FY 12: | FY 13: | FY 14: | FY 15: | FY 16: | FY 17: |
| \$302,394.03 | \$238,548.56 | | | | |
| IF Contract Allocation has been greater than Contract Expenditures, please give the reasons and explain where surplus funds were spent: | | | Contract monitoring has been successful at controlling costs and preventing unnecessary expenditures. | | |
| IF surplus funds have been carried forward, please give the reasons and provide the authority for the carry forward provision: | | | Surplus funds are minimal and remain available under the contract. | | |
| IF Contract Expenditures exceeded Contract Allocation, please give the reasons and explain how funding was acquired to pay the overage: | | | n/a | | |
| *Contract Funding Source/Amount: | State: | | Federal: | | |

Supplemental Documentation Required for
Fiscal Review Committee

| | | | |
|--|--|---------------|--|
| Interdepartmental: | \$2,271,592.41 | <i>Other:</i> | |
| If “ <i>other</i> ” please define: | | | |
| Dates of All Previous Amendments or Revisions: <i>(if applicable)</i> | Brief Description of Actions in Previous Amendments or Revisions: <i>(if applicable)</i> | | |
| n/a | | | |
| | | | |
| Method of Original Award: <i>(if applicable)</i> | | RFP | |
| *What were the projected costs of the service for the entire term of the contract prior to contract award? | | | |

Supplemental Documentation Required for
Fiscal Review Committee

For all new non-competitive contracts and any contract amendment that changes Sections A or C.3. of the original or previously amended contract document, provide estimates based on information provided the Department by the vendor for determination of contract maximum liability. Add rows as necessary to provide all information requested.

If it is determined that the question is not applicable to your contract document attach detailed explanation as to why that determination was made.

Planned expenditures by fiscal year by deliverable. Add rows as necessary to indicate all estimated contract expenditures.

| Deliverable description: | FY13: | FY14: | FY15: | FY1: | FY: |
|--------------------------|-------------|-------|-------|------|-----|
| Driver Only Service | \$25,262.16 | | | | |
| | | | | | |

Proposed savings to be realized per fiscal year by entering into this contract. If amendment to an existing contract, please indicate the proposed savings to be realized by the amendment. Add rows as necessary to define all potential savings per deliverable.

| Deliverable description: | FY: | FY: | FY: | FY: | FY: |
|--------------------------|-----|-----|-----|-----|-----|
| | | | | | |
| | | | | | |
| | | | | | |

Comparison of cost per fiscal year of obtaining this service through the proposed contract or amendment vs. other options. List other options available (including other vendors), cost of other options, and source of information for comparison of other options (e.g. catalog, Web site). Add rows as necessary to indicate price differentials between contract deliverables.

| | | | | | |
|--|-----|-----|-----|-----|-----|
| Proposed Vendor Cost: (name of vendor) | FY: | FY: | FY: | FY: | FY: |
| | | | | | |
| Other Vendor Cost: (name of vendor) | FY: | FY: | FY: | FY: | FY: |

Non-Competitive Amendment Request

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

APPROVED

Jessica Robertson

COMMISSIONER OF FINANCE & ADMINISTRATION → CFO

| | | |
|--|---|-----------------------------------|
| Request Tracking # | 32106-00111 | |
| 1. Procuring Agency | Department of General Services | |
| 2. Contractor | Anchor Tours, Inc. | |
| 3. Contract # | 28382 | |
| 4. Proposed Amendment # | 1 | |
| 5. Edison ID # | 28382 | |
| 6. Contract Begin Date | | 9/1/11 |
| 7. Current Contract End Date <i>- with ALL options to extend exercised</i> | | 8/31/13 |
| 8. Proposed Contract End Date <i>- with ALL options to extend exercised</i> | | 8/31/13 |
| 9. Current Maximum Contract Cost <i>- with ALL options to extend exercised</i> | | \$ 2,246,330.25 |
| 10. Proposed Maximum Contract Cost <i>- with ALL options to extend exercised</i> | | \$ 2,271,592.41 |
| 11. Office for Information Resources Endorsement <i>- information technology service (N/A to THDA)</i> | <input checked="" type="checkbox"/> Not Applicable | <input type="checkbox"/> Attached |
| 12. eHealth Initiative Support <i>- health-related professional, pharmaceutical, laboratory, or imaging</i> | <input checked="" type="checkbox"/> Not Applicable | <input type="checkbox"/> Attached |
| 13. Human Resources Support <i>- state employee training service</i> | <input checked="" type="checkbox"/> Not Applicable | <input type="checkbox"/> Attached |
| 14. Explanation Need for the Proposed Amendment | A driver-only rate is needed to provide shuttle services for employees at the T3 project site located at 601 Mainstream Drive. This service is necessary due to a lack of adequate parking. | |
| 15. Name & Address of the Contractor's Principal Owner(s) <i>- NOT required for a TN state education institution</i> | Jared Stancil, Executive Vice President Anchor Tours 3108 Blevins Road | |

| | |
|--|--------------------|
| Request Tracking # | 32106-00111 |
| Nashville, TN 37189 | |
| 16. Evidence Contractor's Experience & Length Of Experience Providing the Service | |
| Anchor Tours, Inc. has been performing ground transportation services since it was founded in 1989 in Murfreesboro, TN. | |
| 17. Efforts to Identify Reasonable, Competitive, Procurement Alternatives | |
| Anchor Tours, Inc. was competitively selected via RFP #32106-0011 to provide employee shuttle services. It is not industry practice for transportation providers to provide driver-only rates, but Anchor Tours would be willing to provide a driver-only service. | |
| 18. Justification – <i>specifically explain why non-competitive negotiation is in the best interest of the state</i> | |
| It is in the best interest of the State to proceed with Anchor Tours, Inc. who due to both the timing and anticipated limited duration of the service requested is best suited to accommodate this additional service need. | |
| Agency Head Signature and Date – <i>MUST be signed by the ACTUAL agency head as detailed on the current Signature Certification. Signature by an authorized signatory is acceptable only in documented exigent circumstances</i> | |
|   | |



CONTRACT AMENDMENT

| | | | | | |
|--|---------------------------|--------------------------------|---------------------------------------|--------------|------------------------------|
| Agency Tracking # 32106-00111 | Edison ID 28382 | Contract # 28382 | Amendment # 1 | | |
| Contractor Legal Entity Name Anchor Tours, Inc. | | | Edison Vendor ID 0000000782 | | |
| Amendment Purpose & Effect(s) This Amendment increases the maximum liability and adds a driver-only rate to the current Employee Shuttle Service contract | | | | | |
| Amendment Changes Contract End Date: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO | | End Date: 8/31/13 | | | |
| TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A): | | | \$25,262.16 | | |
| Funding — | | | | | |
| FY | State | Federal | Interdepartmental | Other | TOTAL Contract Amount |
| 2012 | | | \$352,506.90 | | \$352,506.90 |
| 2013 | | | \$458,921.54 | | \$458,921.54 |
| 2014 | | | \$446,696.20 | | \$446,696.20 |
| 2015 | | | \$460,125.02 | | \$460,125.02 |
| 2016 | | | \$473,962.92 | | \$473,962.92 |
| 2017 | | | \$79,379.83 | | \$79,379.83 |
| TOTAL: | | | \$2,271,592.41 | | \$2,271,592.41 |
| American Recovery and Reinvestment Act (ARRA) Funding: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO | | | | | |
| Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations. <div style="text-align: center; font-family: cursive; font-size: 1.2em;"> <i>Ronald A. Plumb</i> </div> | | | OCR USE | | |
| Speed Chart (optional) | | Account Code (optional) | | | |

**AMENDMENT ONE
OF CONTRACT 28382**

This Amendment is made and entered by and between the State of Tennessee, Department of General Services, hereinafter referred to as the "State" and Anchor Tours, Inc., hereinafter referred to as the "Contractor." It is mutually understood and agreed by and between said, undersigned contracting parties that the subject contract is hereby amended as follows:

1. Contract section C.1. is deleted in its entirety and replaced with the following:

C.1. **Maximum Liability.** In no event shall the maximum liability of the State under this Contract exceed two million two hundred seventy-one thousand five hundred ninety-two dollars and forty-one cents (\$2,271,592.41). The payment rates in section C.3 shall constitute the entire compensation due the Contractor for all service and Contractor 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.

2. Contract section C.3. is deleted in its entirety and replaced with the following:

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

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

| Cost Item Description | Year 1 Sept 1, 2011 – Aug 31, 2012 | Year 2 Sept 1, 2012 – Aug 31, 2013 | Year 3 Sept 1, 2013 – Aug 31, 2014 | Year 4 Sept 1, 2014 – Aug 31, 2015 | Year 5 Sept 1, 2015 – Aug 31, 2016 |
|--|---|---|---|---|---|
| Hourly Cost for Shuttle Service, weekdays excluding State Holidays; <i>Pro Forma</i> contract sections A.3.a-d.; A.3.f.-l.; A.4.; A.6. | \$41.37/ shuttle per hour | \$42.62/ shuttle per hour | \$43.90/ shuttle per hour | \$45.22/ shuttle per hour | \$46.58/ shuttle per hour |
| Hourly Cost for Special Event Shuttle Service; <i>Pro Forma</i> contract sections A.3.e. and A.5. | \$41.37/ shuttle per hour | \$42.62/ shuttle per hour | \$43.90/ shuttle per hour | \$45.22/ shuttle per hour | \$46.58/ shuttle per hour |
| Hourly Cost for Driver Only, <i>Pro Forma</i> contract sections A.3, and A.4. | | \$24.93/ per hour | | | |

Required Approvals. The State is not bound by this Amendment until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

Amendment Effective Date. The revisions set forth herein shall be effective April 23, 2013. All other terms and conditions of this Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

ANCHOR TOURS, INC.:

SIGNATURE

DATE

PRINTED NAME AND TITLE OF SIGNATORY (above)

DEPARTMENT OF GENERAL SERVICES:

STEVEN G. CATES, COMMISSIONER

DATE



CONTRACT

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



| | | | |
|---|------------------------------|---|---------------------------------------|
| Begin Date 9/1/2011 | End Date 8/31/2013 | Agency Tracking # 32106-00111 | Edison Record ID 28382 |
| Contractor Legal Entity Name Anchor Tours, Inc. | | | Edison Vendor ID 0000000782 |

Service Caption (one line only)
Employee Shuttle Service

Subrecipient or Vendor
 Subrecipient Vendor
 CFDA #

| Funding — | | | | | |
|---------------|-------|---------|-----------------------|-------|-----------------------|
| FY | State | Federal | Interdepartmental | Other | TOTAL Contract Amount |
| 2012 | | | \$352,506.90 | | \$352,506.90 |
| 2013 | | | \$433,659.38 | | \$433,659.38 |
| 2014 | | | \$446,696.20 | | \$446,696.20 |
| 2015 | | | \$460,125.02 | | \$460,125.02 |
| 2016 | | | \$473,962.92 | | \$473,962.92 |
| 2017 | | | \$79,379.83 | | \$79,379.83 |
| TOTAL: | | | \$2,246,330.25 | | \$2,246,330.25 |

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

Ownership/Control

African American
 Asian
 Hispanic
 Native American
 Female
 Person w/Disability
 Small Business
 Government
 NOT Minority/Disadvantaged
 Other:

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

RFP The procurement process was completed in accordance with the approved RFP document and associated regulations.
 Competitive Negotiation The predefined, competitive, impartial, negotiation process was completed in accordance with the associated, approved procedures and evaluation criteria.
 Alternative Competitive Method The predefined, competitive, impartial, procurement process was completed in accordance with the associated, approved procedures and evaluation criteria.
 Non-Competitive Negotiation The non-competitive contractor selection was completed as approved, and the procurement process included a negotiation of best possible terms & price.
 Other The contractor selection was directed by law, court order, settlement agreement, or resulted from the state making the same agreement with all interested parties or all parties in a predetermined "class."

Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.

Ronald N. Plumb

OCR USE - FA

FA1236822

Speed Chart (optional) **Account Code (optional)** **Contract #**



**CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF GENERAL SERVICES
AND
ANCHOR TOURS, INC.**

This Contract, by and between the State of Tennessee, Department of General Services, hereinafter referred to as the "State" and Anchor Tours, Inc., hereinafter referred to as the "Contractor," is for the provision of Employee Shuttle Service, as further defined in the "SCOPE OF SERVICES."

The Contractor is a Subchapter (S) corporation.

Contractor Place of Incorporation or Organization: Whites Creek, Tennessee

Contractor Edison Registration ID #0000000782

A. SCOPE OF SERVICES:

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

A.2. Definitions:

- a. Standard Shuttle Route Schedule – Includes all stops, parking lots, and buildings serviced under this contract (refer to Attachment 2).
- b. Shuttle Ridership Report – Monthly report of total actual riders and average daily and monthly riders, by route, in one hour increments.
- c. Special Events - Average of six events per year, requiring 5-6 hours per event, and each event requiring about six drivers. A typical event will include the pick up and transport of State employees, Legislative Officials, and personnel of the media, usually within the Nashville area.

A.3. Employee Shuttle Service Management:

The Contractor shall provide each of the following deliverables, at costs wholly incorporated in its rates, detailed in contract section C.3:

- a. Six multi-passenger vehicles (with minimum capacity 25) to support the Standard Shuttle Route Schedule (refer to Attachment 2);
- b. One multi-passenger ADA compliant vehicle (with minimum capacity 15), to include wheelchair access, for transport of authorized State employees.
- c. A sufficient number of drivers to ensure that each shuttle vehicle, at all service times, has a fully qualified and licensed driver.
- d. The Contractor shall maintain the service schedule, which shall be in operation during the hours of 6:00–9:00 AM and 3:30–6:00 PM Central Time, Monday through Friday (excluding State Holidays) in frequencies of fifteen (15) minutes. Additional schedule detail is contained in Attachments 2 and 3.
- e. Drivers and vehicles for transport in support of special events. There are typically about six events per year, requiring 5-6 hours per event, and each event requiring about six drivers. Hours and days of the week for these events will vary, and the State will provide sufficient notice for such requirements.
- f. The Contractor shall produce and maintain on file, and make available to the State upon request, an annual copy of the Motor Vehicle Record of all drivers employed for service under this contract.



g. The Contractor will provide communication devices for each route driver. These devices will be used for the following:

- i. Communication regarding route changes;
- ii. Communication regarding health emergencies;
- iii. Communication regarding bus safety issues;
- iv. Communication regarding bus maintenance issues.

The Contractor will ensure these devices are used in accordance with Federal Communications Commission (FCC) regulations and allow two-way communications between the Contractor and each driver while on duty.

h. The Contractor will keep all necessary permits, licensure, insurance, and other legal instrumentalities to perform all services required by this contract. The Contractor will make these documents available to the State upon request.

i. The Contractor shall submit to the State a Monthly Ridership report, in MS Excel format acceptable to the State. The report shall detail totals by day, by route, and by hourly increment. It shall also indicate average ridership by day and totals by month.

j. The Contractor shall coordinate with the State the placement of all signage identifying each route. The State shall have the right to require the Contractor, at any time during the contract period, to re-position any signage.

k. The Contractor shall have an additional vehicle on hand to cover in the event of a vehicle breakdown. The response time from the time of a vehicle breakdown shall be no more than twenty (20) minutes.

l. The Contractor shall provide an incident report to the State whenever there is an accident, injury, or illness involving a State employee. The incident report must include a copy of the investigation by police, fire, or other emergency departments and shall be provided to the State within 48 hours of an incident/accident.

m. All vehicles must be equipped with air conditioning and heating.

A.4. Driver Requirements:

a. The Contractor shall provide a sufficient number of properly qualified drivers and vehicles to deliver the services required. All drivers under this contract shall comply with the following:

- i. All drivers will have a current and valid Tennessee Drivers License with Commercial Drivers License Passenger (CDL-P) endorsement on the license.
- ii. All drivers will have current and valid proof of insurance.

Should the licensure requirements change or be amended by the Department of Safety during the course of this contract, the Contractor will ensure that all drivers have obtained the appropriate updated licensure.

b. All drivers will keep proof of insurance and valid driver's license on their person at all times while performing under this contract.

c. The Contractor will provide a quarterly report of all drivers, their driver's license numbers and expiration dates, and statement of assurance regarding each driver's insurance coverage and that the drivers are in good standing with their CDL-P license requirements. This report will be provided in MS Excel format



acceptable to the State on or before the fifteenth (15th) of the month following quarter end.

- d. The Contractor will provide uniforms for all drivers at the Contractor or driver's expense. All uniforms shall be of the same type for all drivers.
- e. The Contractor will provide identification badges for each driver that includes, at a minimum, the driver's name and photo. The badge should be the same size, if not larger, than the current State employee identification badge (2" x 3.5").
- f. The Contractor will ensure that all drivers are familiar with and adhere to the routes to which they are assigned.
- g. The Contractor will ensure that all drivers are familiar with and adhere to all schedules listed in section A.3.a. and Attachments 2 and 3.
- h. The Contractor will ensure that all drivers are familiar with the appearance of a valid State of Tennessee employee ID badge.
- i. All drivers will be required to confirm the rider as a State of Tennessee employee, using sight identification of state ID, prior to boarding. Only State of Tennessee employees with a valid state ID can board the vehicle.
- j. The Contractor will ensure that each bus is inspected prior to beginning the morning routes as well as upon completion of the evening routes.
- k. The ADA parking lot is State Parking Lot #12 and is located on Harrison Street between 5th and 6th Avenue. Only State employees with a valid State ID that park in Lot #12 may ride the ADA compliant vehicle.

A.5. Special Event Needs

The Contractor will provide shuttle bus vehicles and a pool of drivers that can be utilized, on an hourly basis, at the request of the State. These drivers will have the same requirements as stated in A.4. The State will notify the Contractor of the need for shuttle bus vehicles and drivers (48) hours prior to their shift beginning.

- A.6. At any time during contract period, as a result of changing service needs or funding availability, the State, as it may deem necessary, may direct the Contractor by Memorandum of Understanding to:
- a. Add or delete the number of shuttle buses required;
 - b. Modify, add, or eliminate service schedules;
 - c. Change the service route for any or all shuttle buses;
 - d. Add, delete, or change shuttle bus stop locations.

The Memorandum of Understanding shall be incorporated to this contract.

B. CONTRACT PERIOD:

- B.1. This Contract shall be effective for the period beginning September 1, 2011, and ending on August 31, 2013. 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 representing increments of no more than one year and a total contract term of no more than five (5) years, provided that such an extension of the contract term is effected prior to the current, contract expiration date by means of a contract amendment. 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 contract amendment, and shall be based upon payment rates provided in the original Contract.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed Two Million, Two Hundred Forty-Six Thousand, Three Hundred Thirty Dollars and Twenty-Five Cents (\$2,246,330.25). The payment rates in section C.3 shall constitute the entire compensation due the Contractor for all service and Contractor obligations hereunder regardless of the difficulty, materials or equipment required. The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

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

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

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

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

| Cost Item Description | Year 1 Sept 1, 2011 – Aug 31, 2012 | Year 2 Sept 1, 2012 – Aug 31, 2013 | Year 3 Sept 1, 2013 – Aug 31, 2014 | Year 4 Sept 1, 2014 – Aug 31, 2015 | Year 5 Sept 1, 2015 – Aug 31, 2016 |
|--|---|---|---|---|---|
| Hourly Cost for Shuttle Service, weekdays excluding State Holidays; <i>Pro Forma contract</i> sections A.3.a-d.; A.3.f.-l.; A.4.; A.6. | \$41.37/ shuttle per hour | \$42.62/ shuttle per hour | \$43.90/ shuttle per hour | \$45.22/ shuttle per hour | \$46.58/ shuttle per hour |
| Hourly Cost for Special Event Shuttle Service; <i>Pro Forma contract</i> sections A.3.e. and A.5. | \$41.37/ shuttle per hour | \$42.62/ shuttle per hour | \$43.90/ shuttle per hour | \$45.22/ shuttle per hour | \$46.58/ shuttle per hour |

C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel, meals, or lodging.



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

State of Tennessee
Department of General Services
Motor Vehicle Management
2200 Charlotte Avenue
Nashville, TN 37243

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 (assigned by the State)
- (4) Customer Account Name: Department of General Services, Motor Vehicle Management
- (5) Customer Account Number (assigned by the Contractor to the above-referenced Customer)
- (6) Contractor Name
- (7) Contractor 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) Complete Itemization of Charges, which shall detail the following:
 - i. Service or Milestone Description (including name & title as applicable) of each service invoiced
 - ii. Number of Completed Units, Increments, Hours, or Days as applicable, of each service invoiced
 - iii. Applicable Payment Rate (as stipulated in Section C.3.) of each service invoiced
 - iv. Amount Due by Service
 - v. Total Amount Due for the invoice period

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 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. 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 appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- 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 Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- 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.
- 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, each shall contain, at a minimum, sections of this Contract below pertaining to "Conflicts of Interest," "Nondiscrimination," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.



- D.6. Conflicts of Interest. The Contractor warrants that no part of the total Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Contract.

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.

- 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 *Tennessee Code Annotated*, Section 12-4-124, *et seq.*, addressing the use of illegal immigrants in the performance of any Contract to supply goods or services to the state of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.

- a. The Contractor hereby attests, certifies, warrants, and assures that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document at Attachment 1, hereto, semi-annually during the period of this Contract. Such attestations shall be maintained by the Contractor and made available to state officials upon request.
- b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the period of this Contract, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work relative to this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work relative to this Contract. Attestations obtained from such subcontractors shall be maintained by the Contractor and made available to state officials upon request.
- c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Said records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.
- d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of *Tennessee Code Annotated*, Section 12-4-124, *et seq.* for acts or omissions occurring after its effective date. This law requires the Commissioner of Finance and Administration to prohibit a contractor from contracting with, or submitting an offer, proposal, or bid to contract with the State of Tennessee to supply goods or services for a period of one year after a contractor is discovered to have knowingly used the services of illegal immigrants during the performance of this Contract.
- e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not either a United States citizen, a Lawful Permanent Resident, or a person whose physical presence in the United States is authorized or allowed by the federal Department



of Homeland Security and who, under federal immigration laws and/or regulations, is authorized to be employed in the U.S. or is otherwise authorized to provide services under the Contract.

- D.9. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.10. Prevailing Wage Rates. All contracts for construction, erection, or demolition or to install goods or materials that involve the expenditure of any funds derived from the State require compliance with the prevailing wage laws as provided in *Tennessee Code Annotated*, Section 12-4-401, *et seq.*
- 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 venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- The Contractor, being an independent contractor and not an employee of the State, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Contractor's employees, and to pay all applicable taxes incident to this Contract.
- D.15. State Liability. The State shall have no liability except as specifically provided in this Contract.
- D.16. 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, natural disasters, riots, wars, epidemics, or any other similar cause.
- 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 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.19. 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.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 as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State:

Victor R. Vaughn, Assistant Director
Department of General Services
Motor Vehicle Management
2200 Charlotte Avenue
Nashville, Tennessee 37243-0552
Victor.vaughn@tn.gov
PHONE # (615) 327-1449
FAX # (615) 327-1559

The Contractor:

Jared Stancil, VP
Anchor Tours, Inc.
3108 Blevins Road
Whites Creek, TN 37189
jared@anchortrailways.com
615-860-6800 (phone)
615-860-0058 (fax)

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

- E.3. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract.



Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

E.4. Tennessee Consolidated Retirement System. The Contractor acknowledges and understands that, subject to statutory exceptions contained in *Tennessee Code Annotated*, Section 8-36-801, *et. seq.*, the law governing the Tennessee Consolidated Retirement System (TCRS), provides that if a retired member of TCRS, or of any superseded system administered by TCRS, or of any local retirement fund established pursuant to *Tennessee Code Annotated*, Title 8, Chapter 35, Part 3 accepts state employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of "employee/employer" and not that of an independent contractor, the Contractor, 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 period of this Contract.

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

NOTE: "Umbrella" or "excess" insurance is not an acceptable substitute for the specified minimum amounts of required liability and workers compensation insurance. The Contractor shall provide, no later than the contract start date, a valid certificate of insurance naming the State of Tennessee as an additional insured.

E.6. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State shall be regarded as confidential information in accordance with the provisions of applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards. Such confidential information 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 applicable state and federal law, state and



federal rules and regulations, departmental policy, and ethical standards.

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. Nothing in this paragraph shall permit Contractor to disclose any information that is confidential under federal or state law or regulations, regardless of whether it has been disclosed or made available to the Contractor due to intentional or negligent actions or inactions of agents of the State or third parties.

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

- E.7. Incorporation of Additional Documents. Each of the following documents is included as a part of this Contract by reference. In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these items shall govern in order of precedence below.
- a. this Contract document with any attachments or exhibits (excluding the items listed at subsections b. through e., below);
 - b. any clarifications of or addenda to the Contractor's proposal seeking this Contract;
 - c. the State solicitation, as may be amended, requesting proposals in competition for this Contract;
 - d. any technical specifications provided to proposers during the procurement process to award this Contract;
 - e. the Contractor's proposal seeking this Contract.
- E.8. 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.9. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and



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

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

- E.10. Contractor Commitment to Diversity. The Contractor shall comply with and make reasonable business efforts to exceed the commitment to diversity represented by the Contractor's proposal responding to RFP-32106-00111 (RFP Attachment 6.2, RFP Section B.15.) and the Contractor's Letter of Diversity Commitment contained in Contract Attachment 4.

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 Diversity Business Enterprise in form and substance as required by said office.

- E.11. 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

- E.12. Partial Takeover. The State may, at its convenience and without cause, exercise a partial takeover of any service which the Contractor is obligated to perform under this Contract, including but not limited to any service which is the subject of a subcontract between Contractor and a third party, although the Contractor is not in breach (hereinafter referred to as "Partial Takeover"). Said Partial Takeover shall not be deemed a Breach of Contract by the State. Contractor shall be given at least 30 days prior written notice of said Partial Takeover with said notice to specify the area(s) of service the State will assume and the date of said assumption. Any Partial Takeover by the State shall not alter in any way Contractor's other obligations under this Contract. The State may withhold from amounts due the Contractor the amount the Contractor would have been paid to deliver the service as determined by the State. The amounts shall be withheld effective as of the date the State assumes the service. Upon Partial Takeover, 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.13. Unencumbered Personnel. All persons assigned by the Contractor to perform services for the State under this Contract, whether they are employees, agents, subcontractors, or principals of the Contractor, shall not be subject to any employment contract or restrictive covenant provisions which would preclude those persons from performing the same or similar services for the State after the termination of this Contract, either as a State employee, an independent contractor, or an employee, agent, subcontractor or principal of another contractor with the State. If the Contractor provides the State with the services of any person subject to a restrictive covenant or contractual provision in violation of this provision, any such restrictive covenant or contractual provision will be



void and unenforceable, and the Contractor will pay the State and any person involved all of its expenses, including attorneys fees, caused by attempts to enforce such provisions.

IN WITNESS WHEREOF,

ANCHOR TOURS, INC.:

John Stancil

8/25/11

CONTRACTOR SIGNATURE

DATE

John Stancil, President

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

DEPARTMENT OF GENERAL SERVICES

Steven G. Cates

8/25/11

STEVEN G. CATES, COMMISSIONER

DATE



ATTACHMENT 1

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

| | |
|--|--------------------------|
| SUBJECT CONTRACT NUMBER: | Edison Contract ID#28382 |
| CONTRACTOR LEGAL ENTITY NAME: | Anchor Tours, Inc. |
| FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number) | 58-1197729 |

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.

John Starnal, President

PRINTED NAME AND TITLE OF SIGNATORY

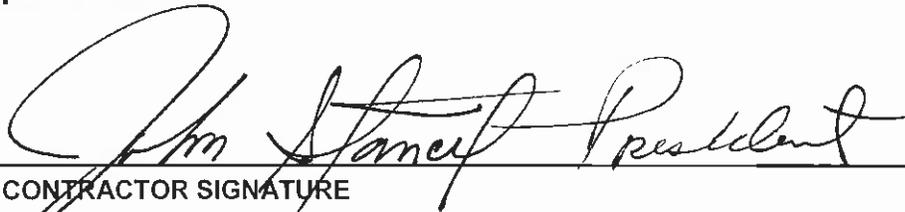
8/25/11

DATE OF ATTESTATION

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

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| SUBJECT CONTRACT NUMBER: | Edison Contract ID #28382 |
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John Stancil, President

PRINTED NAME AND TITLE OF SIGNATORY

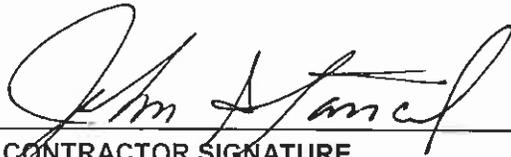
January 17, 2012

DATE OF ATTESTATION

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

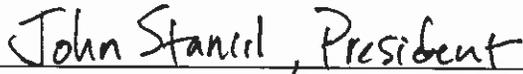
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|--|--------------------------|
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| CONTRACTOR LEGAL ENTITY NAME: | Anchor Tours, Inc. |
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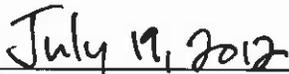
The Contractor, identified above, does hereby attest, certify, warrant, and assure that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract.



CONTRACTOR SIGNATURE

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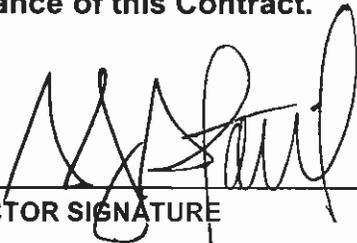
PRINTED NAME AND TITLE OF SIGNATORY


DATE OF ATTESTATION

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

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|--|--------------------------|
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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.

S. J. Stancil, VP

PRINTED NAME AND TITLE OF SIGNATORY

1/25/13

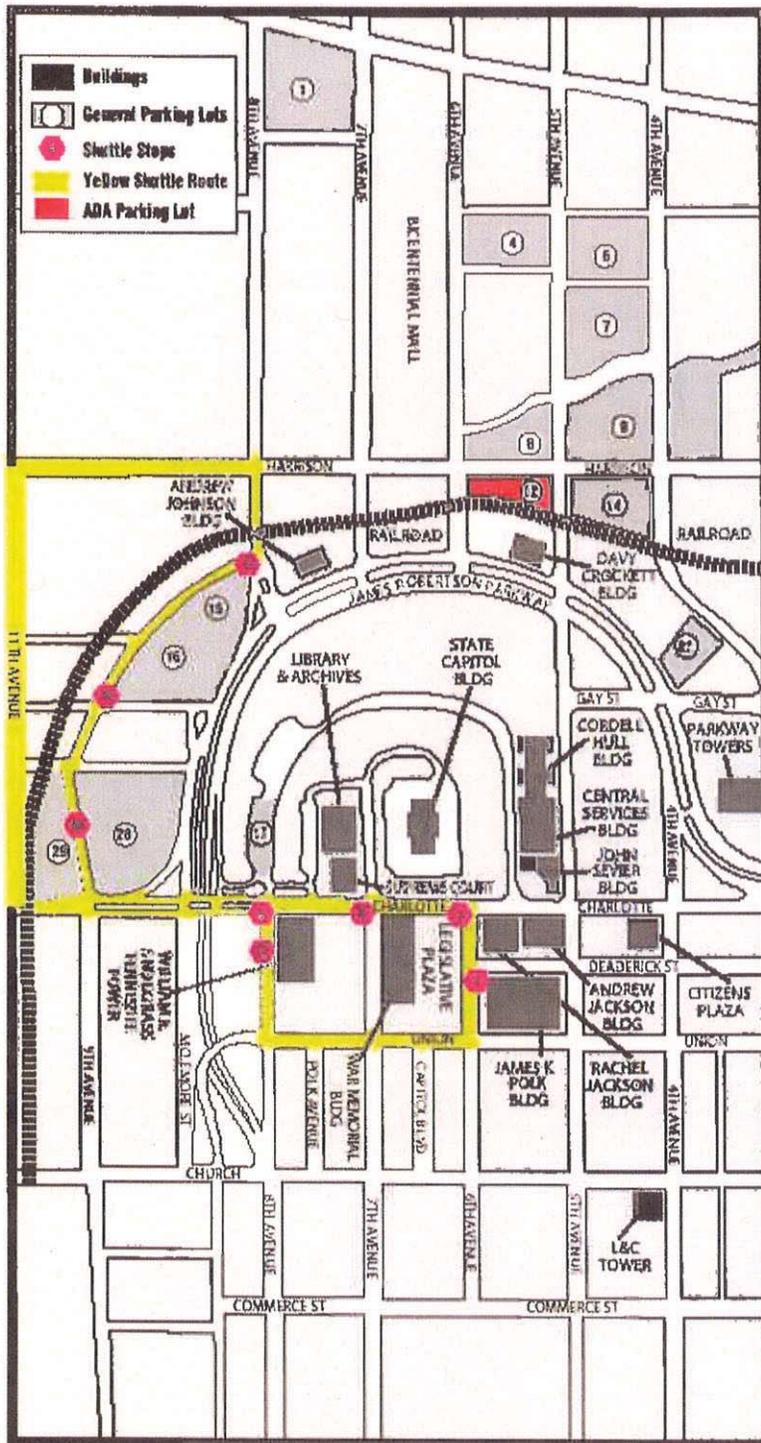
DATE OF ATTESTATION



ATTACHMENT 2

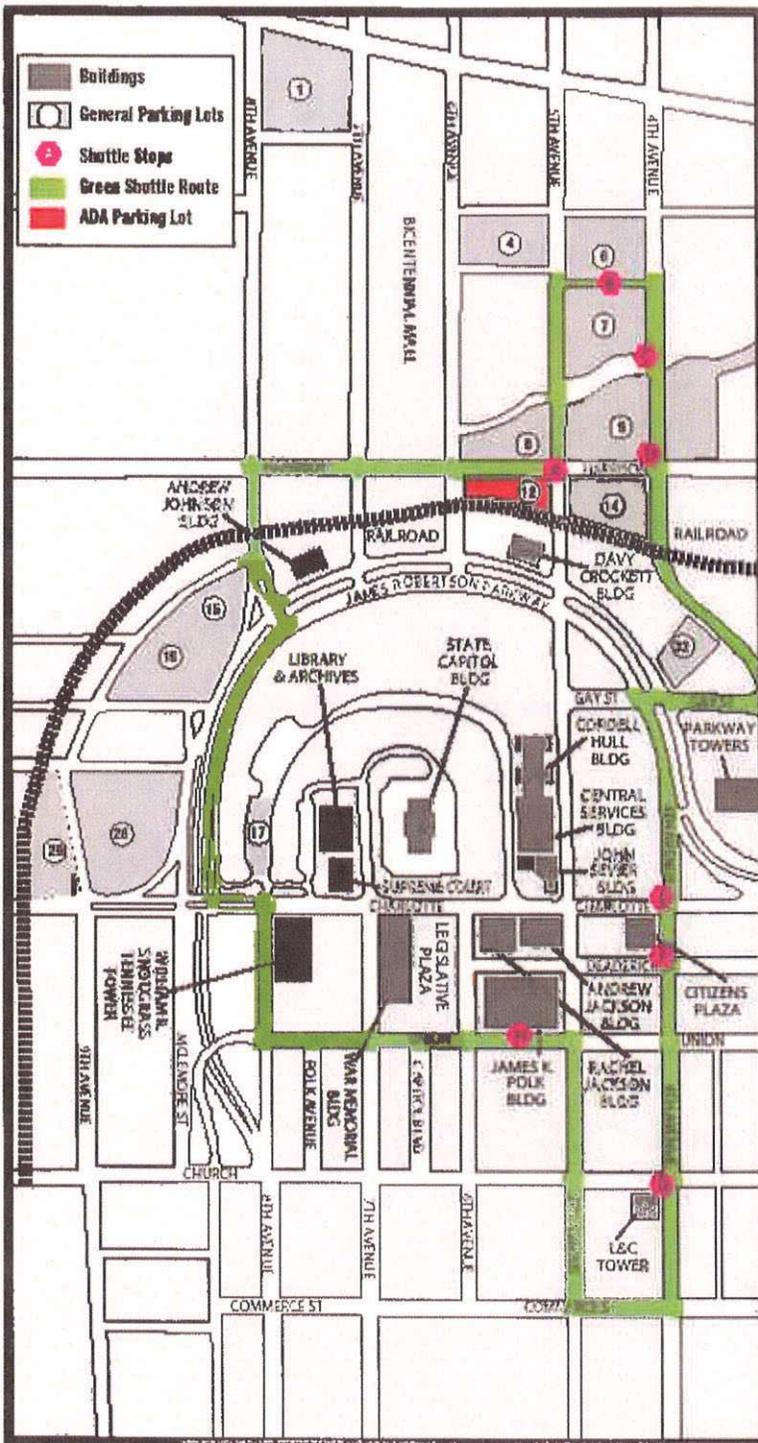
Standard Shuttle Schedule

| Morning Routes: | All routes will operate from 6:00 to 9:00 AM CT, maintaining a pace allowing each shuttle station to be serviced at frequencies of fifteen (15) minutes. | | |
|--------------------------|--|----------------------------|--|
| Afternoon Routes: | All routes will run from 3:30 p.m. CT to 6:00 p.m. CT, maintaining a pace allowing each shuttle station to be serviced at frequencies of fifteen (15) minutes. | | |
| Route | Stops | Parking Lots Served | Buildings Served |
| Orange | B,C,D,E,F,G,H | 4,6,7,8,9,12,14 | Citizen's Plaza L & C Tower Polk Building Rachel Jackson Andrew Jackson War Memorial |
| Yellow | I, J, K, L, M, N, O, Q | 15, 16, 17, 28, 29 | Tennessee Tower Library and Archives War Memorial Rachel Jackson Andrew Jackson Polk Building |
| Green | A, B, C, D, E, F, G, H | 4, 6, 7, 8, 9, 12, 14 | Citizen's Plaza L & C Tower Polk Building Rachel Jackson Andrew Jackson War Memorial |
| Blue | A, B, C, D, J, K, L, P | 4, 6, 7, 8, 9, 12, 14 | Tennessee Tower Library and Archives War Memorial Rachel Jackson Andrew Jackson John Sevier Central Services Cordell Hull |



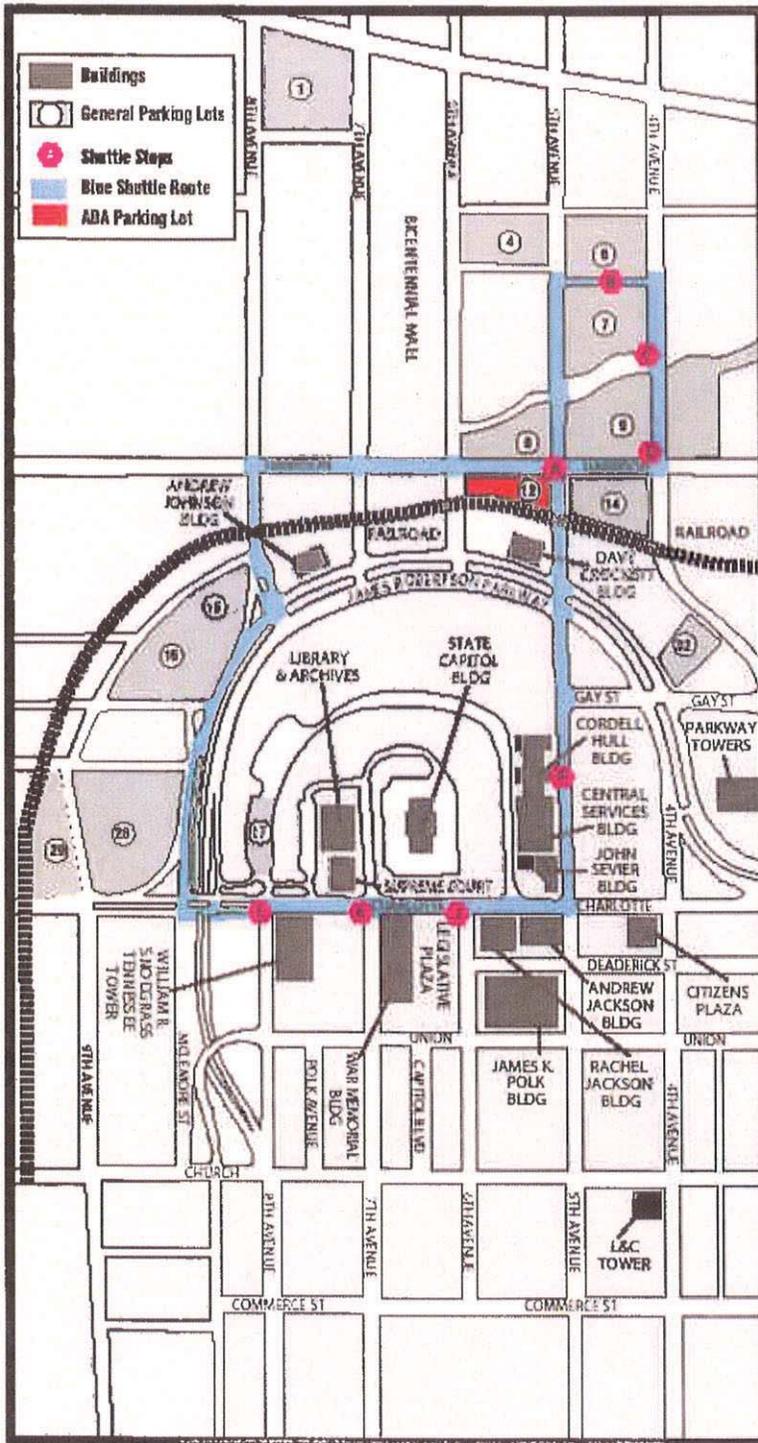
YELLOW
SHUTTLE ROUTE

STATE EMPLOYEE SHUTTLE SERVICE



GREEN SHUTTLE ROUTE

STATE EMPLOYEE SHUTTLE SERVICE



BLUE SHUTTLE ROUTE

STATE EMPLOYEE SHUTTLE SERVICE



"Together We Go Places"

Tammy Robbins
Department of General Services
24th Floor WRS Tennessee Tower
312 Rosa L. Parks Ave.
Nashville, TN 37243

August 17, 2011

Ms. Robbins,

Anchor Tours Inc. is committed to achieving or surpassing a goal of 1% spent with certified diversity business enterprise firms on State of Tennessee contract # 28382. Diversity businesses are defined as those that are owned by minority, women, small business and service-disabled veterans which are certified by the Governor's Office of Diversity Business Enterprise (Go-DBE).

We confirm our commitment of 1% participation on the State of Tennessee contract by using the following diversity businesses:

- (i) Big Meadow Farm Supply, Inc
D/B/A Big Meadow Oil Company
219 Industrial Drive
Glasgow, KY 42141-2099

WBE—
- (ii) Participation estimates (expressed as a percent of the total contract value to be dedicated to diversity subcontractors and suppliers):

1 (ONE) %.
- (iii) Description of anticipated services to be performed by diversity subcontractors and Suppliers:

FUELS; FUEL ADDITIVES; LUBRICANTS; PETROLEUM PRODUCTS;
ANTIFREEZE

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

www.anchortrailways.com

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Nashville, TN 37189
615.860.6800
800.476.8841
Fax 615.860.0058

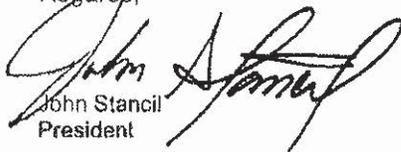


Further, we commit to:

1. Using applicable reporting tools that allow the State to track and report purchases from business owned by minority, women, service-disabled veterans and small business.
2. Reporting quarterly to the Go-DBE office the dollars spent with certified diversity businesses owned by minority, women, service-disabled veterans and small business accomplished under contract # 28382.

Anchor Tours Inc. is committed to working with the Go-DBE office to accomplish this goal.

Regards,


John Stancil
President