



STATE OF TENNESSEE
Tennessee Department of Transportation

SOLICITATION # 40100-32010

**PROFESSIONAL SERVICE SOLICITATION FOR
Administrative Service Contract to provide for the Marketing,
Management, and Maintenance of the Tennessee Logo Sign Program**

1. INTRODUCTION

The state intends to award a contract for the marketing, management and maintenance for Tennessee's Logo Sign Program, a system of specific service signs. The purpose of this Solicitation is to define the Department's minimum requirements and solicit a responsible proposal for the performance of these responsibilities.

2. SCOPE OF SERVICE, CONTRACT PERIOD, TERMS AND CONDITIONS

The *Pro Forma* Contract (Solicitation Attachment One) represents the contract document that the contractor selected by the state must sign.

3. PROCUREMENT SCHEDULE

The state reserves the right, at its sole discretion, to adjust the procurement schedule as necessary. The following table represents the best estimate of the schedule that will be followed.

EVENT	TIME (central time)	DATE
1. State issues Solicitation (Advertisement)		November 20, 2009
2. Prequalification Questionnaire Due	10:00 AM	December 7, 2009
3. State Identifies Qualified Proposers		December 14, 2009
4. Notification of Qualified Proposers		December 18, 2009
5. Cost Offers Due	10:00 AM	January 4, 2010
6. State Release Award Notification		January 11, 2010
7. Contract Signing		January 25, 2010
8. Performance Bond Due		January 26, 2010
8. Contractor Signature Deadline		February 1, 2010

The state reserves the right, at its sole discretion, to amend or cancel this solicitation at any time.

4. **RESPONSE REQUIREMENTS**

An offer in response to this solicitation must consist of two parts, *Pre-Qualifications Evidence* (including any supporting documentation) and *Cost Offer*, exactly as specified below.

- 4.1. **Pre-Qualifications Evidence.** The Pre-Qualification Evidence and supporting documentation must detail responses and/or provide documentation as required to address each of the following requirements (of the potential contractor or potential contractor's employees as applicable):
- a. Completion of the Pre-Qualification Questionnaire which requires responses or documentation to demonstrate ability to run the program. (Solicitation Attachment Two).
 - b. Submit a Statement of Certifications and Assurances document (Solicitation Attachment Three) completed and signed by an individual empowered to bind the Offeror to the provisions of the solicitation and any resulting contract. The document must be signed without exception or qualification.
 - c. Provide a statement, based upon reasonable inquiry, of whether the Offeror or any individual who shall perform work under a contract resulting from this solicitation has a possible conflict of interest (e.g. employment by the State of Tennessee) and, if so, the nature of that conflict.
- 4.2. **Cost Offer.** The Cost Offer must be in the form of a completed, exact copy of the *Cost Offer* document (Solicitation Attachment Four).

NOTICE: The Cost Offer must incorporate ALL costs for services under the contract for the total contract period, and it must record the proposed price of the subject service exactly as required by the Cost Offer document and must NOT record any other rates, amounts, or information.

5. **RESPONSE DELIVERY**

No later than the response deadline detailed in procurement schedule above, a potential contractor must deliver to the state ALL documentation required for both the *Qualifications Evidence* and the *Cost Offer* components of an offer in response to this solicitation. It must be delivered to:

Victoria Hassinger
Department of Transportation, Legal Office
505 Deaderick Street
Suite 300, James K. Polk Building
Nashville, TN 37243
Victoria.hassinger@tn.gov
Fax: (615) 532-5988

6. **EVALUATION PROCESS (PRE-QUALIFICATION)**

A team of at least two procuring TDOT employees will review the *Pre-Qualifications Evidence* and any supporting documentation submitted. The proposer will be notified of Pre-Qualification status. For an offer to be acceptable and eligible for contract award, the proposer must prequalify. The procurement coordinator will review the *Cost Offer* submitted by each proposer deemed acceptable for contract award by evaluators to assess whether it complies, without qualification, with solicitation instructions. The procurement coordinator will identify the responsive, responsible *Cost Offer* indicating the lowest cost to the business. The procuring agency will award the contract to the individual or entity making said offer indicating the lowest cost to the business.

7. **PERFORMANCE BOND**

Performance Bond

The State shall require a performance bond upon approval of a contract pursuant to this solicitation. The amount of the performance bond shall be a sum equal to One Million Dollars (\$1,000,000.00), and said amount shall not be reduced at any time during the period of the contract.

The successful Proposer must obtain the required performance bond in form and substance acceptable to the State (refer to Solicitation Attachment One, *Pro Forma* Contract, Attachment Two Model Performance Bond) and provide it to the State no later than the performance bond deadline detailed in the Procurement Schedule.

The successful Proposer must meet this performance bond requirement by providing the State either:

- a. a performance bond that covers the entire Contract period including all options to extend the Contract, or
- b. a performance bond for the first, twelve (12) calendar months of the Contract in the amount detailed above, and, thereafter, a new or re-issued performance bond in the amount detailed above covering each subsequent twelve (12) calendar month period of the Contract. (In which case, the Contractor must provide the new (or re-issued) performance bonds to the State no later than thirty (30) days preceding each subsequent period of the Contract to be covered by the new (or re-issued) bond.)

Failure to provide to the State a performance bond as required by performance bond deadline and, as applicable in the case of a periodic new (or re-issued) performance bond, no later than thirty (30) days preceding each period of the Contract to be covered by the new or re-issued bond, shall result in contract termination.

The successful Proposer must make all necessary arrangements for the performance bond prior to the Contract start date and prior to any subsequent performance bond deadlines in the case of an annual performance bond. The State will not assist the Proposer with securing the services of any fidelity or guaranty underwriter.

Failure to adhere to the requirements of this solicitation section shall result in termination of the Contract as a material breach of the contract. Further, as applicable, failure to periodically provide to the State a new or re-issued performance bond subsequent to the first as required above shall be a material breach of contract and result in the State taking action to exact payment pursuant to the current performance bond held by the State.

8. GENERAL INFORMATION

- 8.1. **Nondiscrimination.** No person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of a contract pursuant to this solicitation or in the employment practices of the contractor on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The contractor pursuant to this solicitation shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- 8.2. **Conflict of Interest.** For the purposes of applying these requirements, the state will deem an individual to be an employee or official of the State of Tennessee until such time as all compensation for salary, termination pay, and annual leave has been paid. This solicitation shall not result in a contract with:
 - an individual who is, or within the past six months has been, an employee or official of the State of Tennessee;
 - a company, corporation, or any other contracting entity in which an ownership of two percent (2%) or more is held by an individual who is, or within the past six months has been, an employee or official of the State of Tennessee (this will not apply either to financial interests that have been placed into a “blind trust” arrangement pursuant to which the employee does not have knowledge of the retention or disposition of such interests or to the ownership of publicly traded stocks or bonds where such ownership constitutes less than 2% of the total outstanding amount of the stocks or bonds of the issuing entity); or,

- a company, corporation, or any other contracting entity which employs an individual who is, or within the past six months has been, an employee or official of the State of Tennessee in a position that would allow the direct or indirect use or disclosure of information, which was obtained through or in connection with his or her employment and not made available to the general public, for the purpose of furthering the private interest or personal profit of any person.

8.3. **Disclosure of Response Contents.** All materials submitted to the state in response to this solicitation become the property of the State of Tennessee. Selection for award does not affect this right. Upon completion of evaluations, indicated by the award notification (refer to the Procurement Schedule), the full contents and associated documents submitted in response to this solicitation will be open for review by the public. By submitting a response to this solicitation, a potential contractor acknowledges and accepts that the full contents and associated documents submitted in response to this solicitation will become open to public inspection.

**SOLICITATION
ATTACHMENT ONE**

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

This Contract, by and between the State of Tennessee, Department Of Tennessee, hereinafter referred to as the "State" and **CONTRACTOR LEGAL ENTITY NAME**, hereinafter referred to as the "Contractor," is for the provision of the marketing, management and maintenance of Tennessee's Logo Sign Program, a system of specific service signs for the benefit of the traveling public on Tennessee's Interstate Highway System, as further defined in the "SCOPE OF SERVICES."

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 Federal Employer Identification or Social Security Number: **ID NUMBER**

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

A. SCOPE OF SERVICES:

- A.1. The Contractor shall provide all service and deliverables as required, described, and detailed by this Scope of Services and shall meet all service and delivery timelines specified in the Scope of Services section or elsewhere in this Contract.
- A.2. The Contractor is responsible for the marketing, management and maintenance of specific service signs (logo signs) on the rights-of-way of portions of the Interstate Highway System, other fully controlled-access roads approved in accordance with T.C.A. 54-5-1101 and adjoining public roadways. The Contractor must provide these services in accordance with the Rules and Regulations for Specific Service Signs Logo Sign Program, and any subsequent revisions or clarifications. The rules are available at <http://tennesse.gov/sos/rules/1680/1680-03/1680-03-03.pdf>. The State has adopted these Rules and Regulations which are compiled in Chapter 1680-9-1 of the Official Compilation of Rules and Regulations for the State of Tennessee, for the implementation and operation of the Logo Sign Program in Tennessee. All Contractors' services must be in accordance with the Department's Rules and Regulations for the Logo Sign Program, the Manual on Uniform Traffic Control Devices and all other State and Federal guidelines.

Eligible sections of the Tennessee Interstate Highway System and other fully controlled-access roads approved in accordance with T.C.A. 54-5-1101 included in the Logo Sign Program are listed as follows:

I-24	Exits 1 through 40
I-24	Exits 62 through 175
I-26	Exits 1 through 50
I-40	Exits 14 through 196
I-40	Exits 219 through 373
I-40	Exits 394 through 451
I-65	Exits 1 through 71
I-65	Exits 98 through 117
I-75	Exit 1 [see T.C.A. 54-5-1101(d)]
I-75	Exits 7 through 81
I-75	Exits 110 through 160
I-81	Exits 4 through 74
I-155	Exits 2 through 13
I-181	Exits 49 through 55
SR3	Dyer Co. Exits – SR77 & SR105/Obion Co. Exits – SR183 & SR184
SR22	All Exits (Weakley Co. LM 20.65 through Obion Co. LM 5.20)

SR 385 All interchanges from US 72 to SR3 (US 51) (except Interstate directional interchanges)
SR396 Port Royal Road and Kedron Road Exits
SR840 All Exits current and future (except Interstate directional interchanges)

In addition, interchanges along any fully controlled-access highway outside of urban areas of 100,000 or greater population are eligible for participation in the program if approved in accordance with T.C.A. 54-5-1101. Logos will not be allowed at any directional interchanges.

The State, at its sole discretion, reserves the right to add eligible interchanges and highways to this Contract in accordance with T.C.A. 54-5-1101.

The Contractor shall prepare an annual work plan. The work plan shall include provisions for the marketing, management and maintenance of the Logo Sign Program.

The major components of the marketing, management and maintenance phases of the contracts are summarized as follows:

A.3. Marketing

- a. As part of the marketing activities for this program the Contractor will develop an orderly process to initiate contact with all existing and potential logo sign users. The marketing phase is defined as the process and all activities conducted by the Contractor from the day that he makes initial contact with a business at a specific interchange to the day that the Contractor installs the business logo of the participating business.
- b. Upon entering a contract with the business, the Contractor shall install the mainline and ramp signs provided by the business user on the background sign panels as well as all required directional arrows and distance indicators as needed at no additional cost other than the annual fee.
- c. In addition, the Contractor will construct all needed supports for trailblazer signs supplied by the business user at his expense. Supports must meet State material specifications and MUTCD placement guidelines and be used exclusively for logo trailblazer signs. There shall be no more than 2 trailblazer logos on any one post. The Contractor will be responsible for all costs incurred for supplying directional arrows and distance indicators for these signs.
- d. The Contractor may develop marketing informational brochures to be used during the marketing phase of this Contract. Such brochures should provide adequate information about the scope and requirements of the Logo Sign Program to the potential business user.
- e. The Contractor shall develop an application form for use by businesses applying to participate in the Logo Sign Program, and provide the State with a copy of the application for each business participating in the program. The application form shall provide the following information:
 - (1) The name of the business, the physical address of where the motorist service will be provided and the business telephone number at such location;
 - (2) The business must indicate the motorist service it is applying for;
 - (3) Hours and days of operation of business;
 - (4) All licenses and permits required by any issuing state or regulatory agencies and provide a listing of same;
 - (5) The Interstate route number, exit number and the county in which the interchange is located;
 - (6) The approximate distance the business is located from the primary point of intersection (PPOI);
 - (7) A detailed check list, which indicates that the business meets all of the minimum standards for the Logo Sign Program as set forth in Rule 1680-9-1-.05 of the Rules and Regulations of

the State's Logo Sign Program, for the specific motorist services that the Business is applying for;

- (8) The name, address and telephone number of the contact person, who may be reached during normal office hours, that will be responsible for advertising under the Logo Sign Program;
 - (9) The signature of the owner or responsible operation of the business;
 - (10) A provision that the business agrees to allow the State or the Contractor to make such inquiries, inspections and investigations as either may deem necessary.
- f. During the on-going marketing phase of the Logo Sign Program, at each interchange the Contractor must inform each business that if it declines to participate in the Logo Sign Program, it will not be eligible to re-apply for six (6) months, unless space is available on the appropriate background sign panel.
 - g. All applications and contracts between the Contractor and a business shall contain the grounds for termination of participation by a business in the Logo Sign Program as listed in Rule 1680-9-1-.09 of the State's Rules for the Logo Sign Program. Also, the Contractor may request any additional information deemed necessary.
 - h. The Contractor will make an inspection of the business and issue the business a "Notice of Eligibility" or a "Notice of Non-Eligibility" within 30 days after it applies to participate in the Logo Sign Program.
 - i. The business must meet all requirements of eligibility for participation in the logo program before a "Notice of Eligibility" is granted by the Contractor, and must maintain constant eligibility before any consideration is made regarding bumping of a business already participating in the program.
 - j. The Contractor will notify the business and the State in writing of the results of the inspection.
 - k. If the business fails the inspection, or if the application contains errors or omissions, the Contractor will request by Letter the additional information needed from the business.
 - l. If the business does not submit the additional requested information by Letter or correct the cause for failure of initial inspection and does not request a new inspection within 15 days from the date of the Letter, the business will be determined non-eligible for participation in the Logo Sign Program at the time.
 - m. The Contractor will conduct a re-inspection of the business and either approve or deny the application within 15 days after receipt of the requested additional information or request for a new inspection from the business.
 - n. Should the business not agree with the denial, the business may appeal the case to the Commissioner of Transportation or the Commissioner's designee. If the business fails to appeal within 10 working days after receipt of "Notice of Non-Eligibility" the denial shall become unconditional.

A.4. Management

- a. The Contractor shall establish an office in Tennessee with full-time personnel sufficient to respond to State and business customer requests and inquiries Monday through Friday during normal office hours.
- b. The Contractor will develop a standardized contract, which is to be used by all businesses participating in the Logo Sign Program. The contract must be submitted to the State for review prior to its implementation.
- c. The Contractor will be required to maintain a continuous operation of the Logo Sign Program. The contract between the Contractor and a business will provide that in the event there is an interval

during which continuity is suspended, the business shall neither make claims nor bring any action at law or equity against the State, its officers or employees on account of such suspensions.

- d. The Contractor will contact and inspect all eligible business at a specific interchange before a "Notice of Eligibility" may be issued to any business at that specific interchange. The Contractor may not send out any "Space Available Notification" letters to any businesses at a specific interchange unless the business has a current "Notice of Eligibility" on file with the Contractor and the State.
- e. The Contractor will not send out more "Space Available Notification" letters than there is space available on an individual background sign panel.
- f. The qualifying business having the shortest eligibility distance shall receive preference in the selection process for "Space Available Notification" letters.
- g. When a space becomes available on the logo panels at an interchange the Contractor shall verify that information on existing "Notice of Eligibility" letters on file is correct and current before sending a business a "Space Available Notification" letter and a contract indicating that a space available.
- h. The Contractor shall not accept any money from a business wishing to participate in the Logo Sign Program until that business has a "Space Available Notification" letter and has completed and returned its contract to the Contractor.
- i. The Contractor may only enter into a contract with a business on an annual basis. No contracts between the Contractor and a business may continue past the termination date of this contract between the Department and the Contractor. During the fifth and final year of this Contract, all contracts between the Contractor and the participating businesses will be pro-rated to end on the date that this Contract ends.
- j. Once the Contractor receives the signed contract and fee, the business that elected to utilize the program may not be displaced by a business with a shorter eligibility distance until the end of its contract period, then only by a business with a current "Notice of Eligibility" on file with the Contractor.
- k. A business shall submit a scaled layout showing the design, color and wording of the proposed logo sign to the Contractor for approval before the business may submit its logo sign to the Contractor for installation on a background sign panel.
- l. The Contractor will approve all scaled layouts in accordance with the guidelines contained in Rule 1680-9-1-.10 of the Rules and Regulations of the State's Logo Sign Program.
- m. The business should submit its logo signs to the Contractor within 60 days after the date of the "Space Available Notification" letter. The logo signs must conform to the specifications of material for individual logo sign as stipulated in Rule 1680-9-1-.10 of the Rules and Regulations of the State's Logo Sign Program.
- n. The contract between a business and the Contractor will be binding upon execution by all parties. The contract shall provide that computation of the year during which the business's logo sign may be displayed shall be based upon the date that the business's logo sign is installed on the background sign panel.
- o. The Contractor shall conduct an annual inspection of all eligible interchanges and participating businesses of the Logo Sign Program, to insure that they still comply with the Rules and Regulations, and advise the State of the results of each inspection.
- p. The Contractor will maintain complete records of all inquiries, participants, money received and comments about the Logo Sign Program. The records may either be maintained manually or on a computerized system developed in conjunction with the State's requirements.
- q. The Contractor will provide the State a report quarterly with payment, indicating the following:
 - (1) The report will be in a standardized format that will be developed between the State and the Contractor,
 - (2) A signed certified statement that the report is complete and accurate,

- (3) The current status of all participants in the Logo Sign Program,
- (4) A digitized photograph with time stamp of each service panel at each interchange, to provide a visual record of participation of current businesses in the Logo Sign Program.
- (5) All information about a participant, which will include the business name, motorist service it provides, name and telephone number of the contact person, the telephone number of the business (if different from the contact person's telephone number), address of business, Interchange route number, exit number, county, distance from the PPOI and eligibility distance of business as measured by a precise measuring device,
- (6) A listing of all logo signs installed, which will include the business's name, date of installation, location of background sign panel and position on background sign panel,
- (7) A summary of all comments received about the Logo Sign Program, which will include the individual's name, address and nature of the comment, and a listing of all work orders issued by the Contractor, indicating background panel repairs or business logo adjustments.

A.5. Maintenance

- a. Regular annual maintenance inspections will be required and scheduled for each sign structure. Maintenance shall include but not be limited to rebuilding or replacing, at the Contractor's expense, background sign panels as needed due to traffic accidents, acts of vandalism or natural disasters, washing each logo sign face as needed, checking logo sign fastening, re-torquing all up-right bolts as needed to assure break-away compliance, and other maintenance procedures as needed. The Contractor shall advise the State upon the completion of all repairs, adjustments, change-outs of logos, or routine maintenance of panels, and provide a digital photograph of the sign face changes.
- b. The Contractor shall perform all maintenance work on all background sign panels, trailblazer signs and sign supports that are a part of the Logo Sign Program. A damaged logo panel shall be repaired or replaced within 15 working days of notification of the incident.
- c. When the logo sign of a business becomes damaged because of acts of vandalism, natural causes, or accidental damage the business will provide, at its expense, a new logo sign to the Contractor within 45 days for replacement unless the damage was caused by the Contractor or its agent. If the Contractor or its agent damages the logo sign of a business, the Contractor will be responsible for the cost of new sign and replacement.
- d. If in the opinion of the State or the Contractor a logo sign of a business becomes unsightly, badly faded, or in a state of disrepair the business shall provide at its expense a new or refurbished logo sign for replacement to the Contractor within 45 days of request.

A.6. Special Conditions

- a. All businesses applying as an ATTRACTION must meet the State's approval prior to any "Notice of Eligibility" is issued.
- b. All business logo panel designs must meet the State's approval prior to manufacture. The Contractor will submit a color replica of the designs to the State for approval.

B. **CONTRACT TERM:**

This Contract shall be effective for the period commencing on 04/01/10 and ending on 12/31/14. The State shall have no obligation for services rendered by the Contractor which are not performed within the specified period.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Quarterly Payments. The Contractor awarded the Contract for the State's Logo Sign Program shall make nineteen (19) quarterly payments of \$190,000.00 each, the amount necessary to reimburse the State for its incurred costs. The quarterly payments will be made on or before March 31, June 30, September 30 and December 31 for each year of the Contract.
- C.2. Royalty Payment. Throughout the term of this contract a royalty payment of six percent (6%) on the difference between the individual Contractor's accrued gross revenues for the calendar year and the quarterly payments made in that year shall be paid, as set forth in T.C.A. 54-5-1106(a). The royalty payment shall be made annually on or before January 31 in the next year, the first being due on or before January 31, 2011. In the final year of the term of this Contract, the final royalty payment shall be made on or before December 31, 2014. If for any reason the Contractor is late in making a quarterly or royalty payment, the Contractor may be assessed a 1 and ½ % late fee per month or any part thereof that the payment is late.
- C.3. Annual User Fee. The annual fee to be charged by the Contractor to a business participating in the Program is \$[AMOUNT]. This rate is firm for the duration of this Contract and is not subject to escalation for any reason unless amended.
- C.4. Any repairs which adversely affect the display of the business logos not completed within the time allowed will require the Contractor to reimburse each business user the equivalent of one months' payment. This reimbursement will be paid for every additional 15 day period or any part thereof that occurs before background panel repair is completed. A written request to the State requesting a 15 day extension of time with documented justification must be submitted to avoid payment of reimbursements. This provision shall become part of the contract the Contractor enters into with each business user.
- C.5. All installation of business logos and maintenance activities are to be performed at the Contractor's expense. The Contractor shall not charge the businesses participating in the Logo Sign Program any additional costs over the annual user fee, except that when a set of business logos are changed at the request of the business due to a design change in the logo or a change of name or brand affiliation, the Contractor may charge an amount to cover the costs of performing the change-out activity, not to exceed Contractor's cost + 25% mark-up per interchange per business.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Contract until it is approved by the appropriate State officials in accordance with applicable Tennessee State laws and regulations.
- D.2. Modification and Amendment. This Contract may be modified only by a written amendment executed by all parties hereto and approved by the appropriate Tennessee State officials in accordance with applicable Tennessee State laws and regulations.
- D.3. Termination for Convenience. The State may terminate this Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the State. The State shall give the Contractor at least ninety (90) days written notice before the effective termination date. The Contractor shall be entitled to receive compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor for compensation for any service which has not been rendered. 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, they shall contain, at a minimum, sections of this Contract below pertaining to "Conflicts of Interest," "Nondiscrimination," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.
- D.6. Conflicts of Interest. The Contractor warrants that no 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.
- D.7. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such 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 Public Acts of 2006, Chapter Number 878, of the state of Tennessee, addressing the use of illegal immigrants in the performance of any Contract to supply goods or services to the state of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.
- a. The Contractor hereby attests, certifies, warrants, and assures that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document at Attachment One, hereto, semi-annually during the period of this Contract. Such attestations shall be maintained by the Contractor and made available to state officials upon request.
 - b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the period of this Contract, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work relative to this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work relative to this Contract. Attestations obtained from such subcontractors shall be maintained by the Contractor and made available to state officials upon request.
 - c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Said records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.
 - d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Public Chapter 878 of 2006 for acts or omissions occurring after its effective date. This law requires the Commissioner of Finance and Administration to prohibit a contractor from contracting with, or submitting an offer, proposal, or bid to contract with the State of Tennessee to supply goods or services for a period of one year after a contractor is discovered to have knowingly used the services of illegal immigrants during the performance of this Contract.
 - e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not either a United States citizen, a Lawful Permanent Resident, or a person whose physical presence in the United States is authorized or allowed by the federal Department of Homeland Security and who, under federal immigration laws and/or regulations, is authorized to be employed in the U.S. or is otherwise authorized to provide services under the Contract.

- D.9. Records. The Contractor shall maintain documentation 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:

Michelle Powell
Tennessee Department of Transportation
505 Deaderick St., Suite 400
Michelle.Powell@tn.gov
Telephone # 615-741-0894
FAX # 615-532-5995

The Contractor:

NAME & TITLE OF CONTRACTOR CONTACT PERSON
CONTRACTOR NAME
ADDRESS
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. Tennessee Consolidated Retirement System. The Contractor acknowledges and understands that, subject to statutory exceptions contained in *Tennessee Code Annotated*, Section 8-36-801, *et. seq.*, the law governing the Tennessee Consolidated Retirement System (TCRS), provides that if a retired member of TCRS, or of any superseded system administered by TCRS, or of any local retirement fund established pursuant to *Tennessee Code Annotated*, Title 8, Chapter 35, Part 3 accepts state employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of "employee/employer" and not that of an independent contractor, the Contractor may be required to repay to TCRS the amount of retirement benefits the Contractor received from TCRS during the period of this Contract.
- E.4. Voluntary Buyout Program. The Contractor acknowledges and understands that, for a period of two years beginning August 16, 2008, restrictions are imposed on former state employees who received a State of Tennessee Voluntary Buyout Program (VBP) severance payment with regard to contracts with state agencies that participated in the VBP.

- a. The State will not contract with either a former state employee who received a VBP severance payment or an entity in which a former state employee who received a VBP severance payment or the spouse of such an individual holds a controlling financial interest.
- b. The State may contract with an entity with which a former state employee who received a VBP severance payment is an employee or an independent contractor. Notwithstanding the foregoing, the Contractor understands and agrees that there may be unique business circumstances under which a return to work by a former state employee who received a VBP severance payment as an employee or an independent contractor of a State contractor would not be appropriate, and in such cases the State may refuse Contractor personnel. Inasmuch, it shall be the responsibility of the State to review Contractor personnel to identify any such issues.
- c. With reference to either subsection a. or b. above, a contractor may submit a written request for a waiver of the VBP restrictions regarding a former state employee and a contract with a state agency that participated in the VBP. Any such request must be submitted to the State in the form of the *VBP Contracting Restriction Waiver Request* format available from the State and the Internet at: www.state.tn.us/finance/rds/ocr/waiver.html. The determination on such a request shall be at the sole discretion of the head of the state agency that is a Party to this Contract, the Commissioner of Finance and Administration, and the Commissioner of Human Resources.

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.

E.6. Confidentiality of Records. Strict standards of confidentiality of records shall be maintained in accordance with the law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State shall be regarded as confidential information in accordance with the provisions of State law and ethical standards and shall not be disclosed, and all necessary steps shall be taken by the Contractor to safeguard the confidentiality of such material or information in conformance with State law and ethical standards.

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

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

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

E.7. Incorporation of Additional Documents. Included in this Contract by reference are the following documents:

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

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

E.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. Performance Bond. The Contractor shall provide to the State a performance bond guaranteeing full and faithful performance of all undertakings and obligations under this Contract and in the amount equal to One Million Dollars (\$1,000,000.00). The Contractor shall submit the bond no later than the day immediately preceding the Contract start date and in the manner and form prescribed by the State (at Attachment Two hereto), and the bond shall be issued through a company licensed to issue such a bond in the state of Tennessee. The performance bond shall guarantee full and faithful performance of all undertakings and obligations under this Contract for:

- a. the Contract term and all extensions thereof; or
- b. the first, calendar year of the Contract (ending December 31st following the Contract start date) in the amount of One Million Dollars (\$1,000,000.00) and, thereafter, a new performance bond in the amount of One Million Dollars (\$1,000,000.00) covering each subsequent calendar year of the contract period. In which case, the Contractor shall provide such performance bonds to the State no later than each December 10th preceding the calendar year period covered beginning on January 1st of each year.

Failure to provide to the State the performance bond(s) as required herein prior to the Contract start date and, as applicable, no later than December 10th preceding each calendar year period covered beginning on January 1st of each year, shall result in contract termination. The Contractor understands that the stated amount of the performance bond required hereunder shall not be reduced during the contract period for any reason.

E.10. Hold Harmless. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys for the State in the event such service is

necessitated to enforce the terms of this Contract or otherwise enforce the obligations of the Contractor to the State.

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

IN WITNESS WHEREOF,

CONTRACTOR LEGAL ENTITY NAME:

CONTRACTOR SIGNATURE

DATE

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

DEPARTMENT OF TRANSPORTATION:

GERALD F. NICELY, COMMISSIONER

DATE

**JOHN REINBOLD, GENERAL COUNSEL
APPROVED AS TO FORM AND LEGALITY**

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

DATE OF ATTESTATION

:

**SURETY PERFORMANCE BOND
CONTRACT BOND**

**CONTRACT NO. _____
PERTAINING TO THE LOGO SIGN PROGRAM**

Known All Men By These Presents: That I / We

of _____
hereinafter called the "Principal" and _____
_____ of _____

a corporation licensed under the laws of the State of Tennessee, hereinafter called the "Surety", are held and firmly bound unto the State of Tennessee Department of Transportation, hereinafter called the "Obligee" in the penal sum of One Million Dollars (\$1,000,000.00) lawful money of the United States of America, to the payment of which sum, well and truly to be made, the Principal and Surety herein firmly bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. The conditions of this obligation are such that:

Whereas, the above bounded Principal has entered into a certain Contract, dated _____, with the State of Tennessee Department of Transportation, by and through its Commissioner; the Commissioner of Finance and Administration; and the Comptroller of the Treasury, to make quarterly payments and royalty payments and to provide for marketing, management and maintenance of the Specific Service Sign Program, all as authorized by the Tennessee Code Annotated, Section 54-5-1101, et seq.

The Contract will be considered fulfilled when all obligations assumed thereunder by the Principal have been performed.

The Principal and Surety understand and agree that the Obligee reserves the right to terminate the Contract if the Principal fails to make the quarterly or royalty payments; to perform all other Contract provisions; or otherwise violates any of the Contract terms. Under any such circumstance, the Commissioner of Transportation may serve written notice upon the Principal and the Surety named herein of his intent to terminate the Contract for reasons which will be set forth therein. If within fifteen (15) days of receipt by the Principal and Surety of such notice, the Principal and Surety named herein, or either of them, have not taken steps to satisfy the Commissioner of Transportation of the correction of any circumstance at fault, the Commissioner of Transportation may in his absolute discretion terminate the Contract and order the Principal to terminate all operations. Upon receipt of such notice from the Commissioner, the Principal shall immediately discontinue all operations.

The Commissioner of Transportation may then proceed to have the Contract accomplished in any lawful manner that he may elect for the term of the Contract, and may take possession of all materials and records in the charge of the Principal as may be necessary therefore. Termination of the Contract shall not relieve the Principal and Surety of their obligations under this bond. The Principal and Surety shall be liable for all costs incurred thereby; for any resulting increase in cost paid by businesses

participating in the Logo Sign Program; and shall remain responsible for all payments due under the Principal's Contract obligations, and shall in all other respects remain obligated under this bond.

Now, Therefore, if the above bounded Principal shall in all respects comply with the foregoing and all terms and conditions of the Contract, and obligations of the Principal thereunder, and shall, well and truly and in a manner satisfactory to the Commissioner of Transportation perform the work contracted for and make all payments pursuant to said Contract, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

No amendment of or supplement to the terms and provisions of the Contract, and no extension of time granted by the Obligee for the performance by the Principal of its obligations under the Contract, and no forbearance of the Obligee to the Principal shall release the Principal and the Surety or any of them from their liability under this bond, notice to the Surety or any such amendment, supplement, extension or forbearance being hereby waived.

No assignment of the Contract by operation of law or by consent or otherwise, and no delay, neglect or failure of the Obligee to proceed promptly to enforce the Contract or to proceed promptly in the premises in case of any default on the part of the Principal shall in any degree relieve the Principal and the Surety or any of them of their obligations under this bond.

IN WITNESS WHEREOF, the Surety has caused these presents to be duly signed, sealed, and the Principal has caused these presents to be executed by a duly authorized official.

This _____ day of _____, 20_____.

Surety

Contractor

BY _____
(Attorney-in-Fact)

BY _____

Name of Agency

Title

No. & Street

City State Zip

Proposal, Contract, and Bond approved
as to form and legality.

(Department Attorney)

SOLICITATION ATTACHMENT TWO

Prequalification Requirements

- A. In order to prequalify, a contractor must answer completely and honestly all questions on the prequalification questionnaire.
- B. Vendor must review *pro forma* contract and be willing to sign contract if awarded contract.

INSTRUCTIONS:

1. Complete form by printing or using a typewriter.
2. If additional sheets are necessary, identify with the item number and title on an 8 ½" x 11" sheet and attach to this form
3. Return completed and notarized form to:

Tennessee Department of Transportation
Maintenance Division
Attention: Michelle Powell
505 Deaderick Street
Suite 400, James K. Polk Building
Nashville, TN 37243-0333

The completion and submission of this document is a prerequisite to receive a Request for Cost Proposal for the Department's Logo Sign Program. All Pre-Qualifications Forms must be submitted no later than **12:00 NOON CDST, December 7, 2009.**

TENNESSEE DEPARTMENT OF TRANSPORTATION
Maintenance Division
Nashville, Tennessee

PRE-QUALIFICATION FINANCIAL STATEMENT AND EXPERIENCE QUESTIONNAIRE
FOR THE
MARKETING, MANAGEMENT & MAINTENANCE
OF THE
LOGO SIGN PROGRAM

Submitted as of _____ 20____

By _____ () An Individual
() A Co-Partnership
(Name under which you wish to Qualify) () A Corporation

Post Office Box _____

Street Number _____

City & State _____
Zip Code

Telephone Number (____) _____

1. How many years has your organization been in business as a contractor under your present business name? _____

2. How many years experience has your organization had in the following areas?
 - (a) Administrative Services _____
 - (b) Marketing Services _____
 - (c) Maintenance Services _____
 - (d) Management Services _____
 - (e) Computer Services _____
 - (f) Construction Services _____

3. The following are some of the areas of responsibility that the successful bidder will be accountable for. Will you be able to perform the requirements?

CIRCLE

- Y N (a) Be capable of administering a statewide program.
- Y N (b) Establish a Tennessee business office.
- Y N (c) Business office open and staffed for normal working hours.
- Y N (d) Provide for an 800 toll free telephone line.
- Y N (e) Provide monthly and all other requested reports in a timely Manner
- Y N (f) Maintain proper control over and establish standard accounting procedures for all money collected.
- Y N (g) Turn over all money due the State in a proper and timely manner.
- Y N (h) Maintain proper computerized records as required by the Department.
- Y N (i) Properly market the Logo Sign Program to all eligible businesses.
- Y N (j) Conduct proper maintenance of all sign supports and background sign panels of the Logo Sign Program
- Y N (k) Insure that all inspections are conducted in a timely manner
- Y N (l) Comply with all time frame requirements of the Department
- Y N (m) Establish a means by which all complaints will be handled in a timely manner.
- Y N (n) Conduct follow-up inspections of all participating businesses of the Logo Sign Program on an annual basis
- Y N (o) Be able to erect or change out background sign panels as they are needed.
- Y N (p) Develop informational brochures for the business participants and the general public.
- Y N (q) Be able to fulfill a 5 year contract
- Y N (r) Meet and secure all bonding requirements
- Y N (s) Maintain a current inventory of all eligible businesses and participants
- Y N (t) Provide adequate traffic control while working within the Interstate rights-of-way, as prescribed in the Federal Highway Administration Manual on Uniform Traffic Control Devices.

AFFIDAVIT

County of _____

State of _____

_____ being duly sworn, deposes

and says that he is _____

(Corporate Officer / Partner / Owner)

_____ of _____

(Name of Organization)

and that the answers to the foregoing questions and all statements therein contained are true and correct.

Dated at _____ this _____ day of _____

_____, 20_____.

By _____

Signature and Title of Person Signing

(Corporate Officer / Partner / Owner)

Sworn to before me this _____ day

of _____, 20_____

Notary Public

SOLICITATION ATTACHMENT THREE

STATEMENT OF CERTIFICATIONS AND ASSURANCES

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

1. The Offeror will provide all services as defined in the of the solicitation's *pro forma* contract scope of services for the total contract period.
2. The Offeror accepts and agrees to all terms and conditions set out in the solicitation's *pro forma* contract.
3. The Offeror acknowledges and agrees that a contract resulting from the solicitation may incorporate, by reference, all information provided in response to the solicitation as a part of the contract.
4. The Offeror will comply with:
 - (a) the laws of the State of Tennessee;
 - (b) Title VI of the federal Civil Rights Act of 1964;
 - (c) Title IX of the federal Education Amendments Act of 1972;
 - (d) the Equal Employment Opportunity Act and the regulations issued there under by the federal government; and,
 - (e) the Americans with Disabilities Act of 1990 and the regulations issued there under by the federal government.
5. To the knowledge of the undersigned, the information detailed within the information submitted in response to the solicitation is accurate.
6. The information submitted in response to the solicitation was independently prepared, without collusion, under penalty of perjury.
7. No amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Offeror in connection with the solicitation or any resulting contract.

By signing this Statement of Certifications and Assurances, below, the signatory also certifies legal authority to bind the Offeror to any contract awarded pursuant to the solicitation. If the signatory is not the Offeror (if an individual) or the Offeror's President or Chief Executive Officer, this document must attach evidence showing the individual's authority to bind the Offeror.

DO NOT SIGN THIS DOCUMENT IF YOU ARE NOT LEGALLY AUTHORIZED TO BIND THE INDIVIDUAL OR ENTITY MAKING AN OFFER IN RESPONSE TO THE SUBJECT SOLICITATION

OFFEROR SIGNATURE:

PRINTED NAME & TITLE:

DATE:

OFFEROR LEGAL ENTITY NAME:

OFFEROR FEDERAL EMPLOYER IDENTIFICATION NUMBER (or SSN):

**SOLICITATION ATTACHMENT FOUR
COST OFFER**

NOTICE: This Cost Offer *MUST* be completed *EXACTLY* as required.

NOTICE TO BIDDER:

This Cost Bid must specifically record below the exact cost amount(s) proposed in the appropriate space(s) as required herein. Said cost proposed must incorporate all cost for the proposed scope of services for the total contract period.

The Cost Bid shall record only the cost proposed as required, and shall not record any other rates, amounts, or information. It shall not record any text that could be construed as a qualification of the cost proposed. If the Bidder fails to specify the Cost Bid as required, the State shall determine the bid to be nonresponsive and reject it.

The bidder must sign and date the Cost Bid.

Bidder Name

The Bidder shall indicate below the offered price for providing all services proposed including all services as defined in the *pro forma* contract Scope of Services of the subject RFB.

I hereby submit the bid as follows:

\$ _____ For each Business User, per interchange, per year,

written as: _____ DOLLARS and _____ CENTS.

My bid, if determined to be the lowest responsible bid will be the singular annual fee that I may charge to an individual business entering into a contract for the purpose of displaying a business logo sign for one of the specific motorist services of GAS, FOOD, LODGING, CAMPING or ATTRACTIONS. This amount shall be included on all correspondence concerning this contract.

By virtue of this bid I will, if determined to be the successful bidder, perform the services provided in this Request for Bid as directed by the Department in accordance with the Rules and Regulations of the Department's Logo Sign Program, the Manual on Uniform Traffic Control Devices, and all State and Federal laws and pay all quarterly and royalty payments due the Department.

The proposed cost contained herein shall remain valid for the complete term of the contract.

Bidder Signature and Date