

CONTRACT #3
RFS # 321.06-004
FA # 09-26652

General Services

VENDOR:
Central Parking System of
Tennessee, Inc.



STATE OF TENNESSEE
DEPARTMENT OF GENERAL SERVICES

GWENDOLYN SIMS DAVIS
COMMISSIONER

PHIL BREDESEN
GOVERNOR

MEMORANDUM

TO: Mr. Jim White, Executive Director
Fiscal Review Committee

FROM: Gwendolyn Sims Davis, Commissioner
Department of General Services

DATE: August 20, 2010

SUBJECT: Approval Request from Fiscal Review Committee
for Non-Competitive Amendment

RECEIVED
AUG 20 2010
FISCAL REVIEW

Please review the enclosed approval request documents and contact Paul Hauser if additional clarification is needed. These documents formally request approval from the Fiscal Review Committee, for a Non-Competitive Amendment to the existing State of Tennessee / Central Parking System of Tennessee, Inc. contract.

Central Parking provides shuttle service to State of Tennessee employees. The Department of General Services is requesting an increase to the Maximum Liability, in the amount of \$1,100,000. Also, pursuant to section B.2., under the Contract Terms, The Department of General Services is requesting a one-year term extension.

Mr. Hauser can be reached at 253-7980 or paul.hauser@tn.gov.

Accompanying supportive documentation:

- FRC's Supplemental Documentation Form
- Original Contract and its associated Contract Summary Sheet
- Amendment One and its associated Contract Summary Sheet
- Supporting Documents demonstrating originally estimated and actual contract expenditures

Attachments

cc: Tommy Chester, Deputy Commissioner
Paul Hauser, Office of Professional Services Contracting

**Supplemental Documentation Required for
Fiscal Review Committee**

*Contact Name:	Paul Hauser	*Contact Phone:	615-253-7980
*Original Contract Number:	FA-09-26652	*Original RFS Number:	321.06-004
Edison Contract Number: <i>(if applicable)</i>	3992	Edison RFS Number: <i>(if applicable)</i>	N/A
*Original Contract Begin Date:	12/1/08	*Current End Date:	11/30/10
Current Request Amendment Number: <i>(if applicable)</i>	One (1)		
Proposed Amendment Effective Date: <i>(if applicable)</i>	12/1/10		
*Department Submitting:	Department of General Services		
*Division:	Administration		
*Date Submitted:	August 20, 2010		
*Submitted Within Sixty (60) days:	Yes		
<i>If not, explain:</i>	N/A		
*Contract Vendor Name:	Central Parking System of Tennessee Inc.		
*Current Maximum Liability:	\$852,593.40		
*Current Contract Allocation by Fiscal Year: (as Shown on Most Current Fully Executed Contract Summary Sheet)			
FY: 2009	FY: 2010	FY: 2011	FY: FY FY
\$246,713.33	\$421,043.44	\$184,836.63	\$ \$ \$
*Current Total Expenditures by Fiscal Year of Contract: (attach backup documentation from STARS or FDAS report)			
FY: 2009	FY: 2010	FY:	FY: FY FY
\$163,563.60	\$336,864.84	\$	\$ \$ \$
IF Contract Allocation has been greater than Contract Expenditures, please give the reasons and explain where surplus funds were spent:	Driver hours required have been less than originally estimated.		
IF surplus funds have been carried forward, please give the reasons and provide the authority for the carry forward provision:	NA		
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:	N/A	Federal: N/A
Interdepartmental:	\$852,593.40		Other: N/A
If "other" 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		N/A	
Method of Original Award: <i>(if applicable)</i>		Request for Proposal	
*What were the projected costs of the service for the entire term of the contract prior to contract award?		\$2,131,483.50	

**Central Parking - Employee Shuttle
Contract Expenditures (December 1, 2008 - June 30, 2010)**

Fiscal Year	Contract Year	BU	Voucher ID	Vendor Name	Pymnt Date	For Service in:	Pay Amt	# Months Total for Period		
2009		32101	00003441	Central Parking System	3/18/2009	Dec/Jan	26,478.00	6		
		32101	00004056	Central Parking System	4/1/2009	Feb	25,304.10			
		32101	00006870	Central Parking System	5/6/2009	Mar	28,825.80			
		32101	00009480	Central Parking System	5/29/2009	Apr	27,651.90			
		32101	00012101	Central Parking System	6/25/2009	May	26,478.00			
		32101	00014640	Central Parking System	7/31/2009	June	28,825.80			
		32101	00017435	Central Parking System	8/31/2009	July	28,825.80			
		32101	00019870	Central Parking System	10/1/2009	Aug	27,651.90			
		32101	00022981	Central Parking System	11/6/2009	Sep	27,651.90			
		32101	00025150	Central Parking System	12/1/2009	Oct	27,651.90			
		32101	00028199	Central Parking System	12/31/2009	Nov	1,529.52			
		Yr 1 (12-1-08 thru 11-30-09)		32101	00028200	Central Parking System	12/31/2009	Nov	24,130.20	11.00
2010		32101	00030643	Central Parking System	2/2/2010	Dec	26,478.00	12.00		
		32101	00031876	Central Parking System	2/4/2010	Dec	1,911.87			
		32101	00033267	Central Parking System	3/5/2010	Jan	26,065.75			
		32101	00034854	Central Parking System	3/30/2010	Jan	26,065.75			
		32101	00034852	Central Parking System	4/2/2010	Feb	458.85			
		32101	00038515	Central Parking System	4/27/2010	Feb	30,902.75			
		32101	00038650	Central Parking System	4/30/2010	Mar	458.85			
		32101	00039998	Central Parking System	5/28/2010	Mar	478.77			
		32101	00039999	Central Parking System	5/28/2010	Apr	26,954.73			
		32101	00043431	Central Parking System	6/28/2010	Apr	1,325.07			
		32101	00043434	Central Parking System	6/28/2010	May	27,275.00			
		32101	00045812	Central Parking System	7/27/2010	May	1,354.73			
		32101	00045808	Central Parking System	7/27/2010	June	29,693.50			
		Yr 2 (12-1-09 thru 11-30-10)		32101	00045812	Central Parking System	7/27/2010	June	1,354.73	12.00
				32101	00045808	Central Parking System	7/27/2010	June	29,693.50	336,864.84
				32101	00045812	Central Parking System	7/27/2010	June	28,489.09	\$28,072.07
				32101	00045808	Central Parking System	7/27/2010	July	28,489.09	
				32101	00045812	Central Parking System	7/27/2010	Aug	28,489.09	
				32101	00045808	Central Parking System	7/27/2010	Sep	28,489.09	
				32101	00045812	Central Parking System	7/27/2010	Oct	28,489.09	
				32101	00045808	Central Parking System	7/27/2010	Nov	28,489.09	
				32101	00045812	Central Parking System	7/27/2010	Nov	28,489.09	12.00
				32101	00045808	Central Parking System	7/27/2010	Nov	28,489.09	341,869.06
				32101	00045812	Central Parking System	7/27/2010	Nov	28,489.09	\$28,489.09

Source: Edison Query TN_AP73H
Report generated August 13, 2010

Central Parking-Cost Evaluation

	CONTRACT YEAR 1		CONTRACT YEAR 2		CONTRACT YEAR 3		CONTRACT YEAR 4		CONTRACT YEAR 5		Contract Sums
	Rate	Annual Estimate	Rate	Annual Estimate	Rate	Annual Estimate	Rate	Annual Estimate	Rate	Annual Estimate	
Monthly Management Fee	\$ 3,000	\$ 36,000.00	\$ 3,090	\$ 37,080.00	\$ 3,183	\$ 38,196.00	\$ 3,278	\$ 39,336.00	\$ 3,376	\$ 40,512.00	\$ 191,124
Driver Cost, per driver/hour (assume 10,800 hrs)	\$ 33.54	\$ 362,232.00	\$34.55	\$ 373,140.00	\$ 35.58	\$ 384,264.00	\$ 36.65	\$ 395,820.00	\$ 37.75	\$ 407,700.00	\$ 1,923,156
Special Events Driver Cost, per driver/hour (assume 225 hrs)	\$ 14.40	\$ 3,240.00	\$14.83	\$ 3,336.75	\$ 15.28	\$ 3,438.00	\$ 15.74	\$ 3,541.50	\$ 16.21	\$ 3,647.25	\$ 17,204
Annual Estimate		<u>\$ 401,472.00</u>		<u>\$ 413,556.75</u>		<u>\$425,898.00</u>		<u>\$ 438,697.50</u>		<u>\$ 451,859.25</u>	\$ 2,131,483.50
Monthly Estimate		\$ 33,456.00		\$ 34,463.06		\$ 35,491.50		\$ 36,558.13		\$ 37,654.94	

CENTRAL PARKING - Estimate at Inception vs. Actual Costs

	CONTRACT YEAR 1	CONTRACT YEAR 2	CONTRACT YEAR 3	CONTRACT YEAR 4	CONTRACT YEAR 5	Contract Sums
	Annual Estimate					
Annual Estimate at inception	\$ 401,472.00	\$ 413,556.75	\$425,898.00	\$ 438,697.50	\$ 451,859.25	\$ 2,131,483.50
Monthly Estimate at inception	\$ 33,456.00	\$ 34,463.06	\$35,491.50	\$ 36,558.13	\$37,654.94	
Actual Costs - Annual	301,004.82	341,869.06	352,125.13	362,688.89	373,569.55	1,731,257.45
Actual Costs - Monthly	27,364.07	28,489.09	29,343.76	30,224.07	31,130.80	

Requested Amount \$1,100,000

NON-COMPETITIVE AMENDMENT REQUEST:

APPROVED

Commissioner of Finance & Administration

1) RFS #	321.06-004	
2) Procuring Agency :	Department of General Services (Administration)	
EXISTING CONTRACT INFORMATION		
3) Service Caption :	State Employee courtesy shuttle	
4) Contractor :	Central Parking System of Tennessee, Inc.	
5) Contract #	FA-09-26652	
6) Contract Start Date :	December 1, 2008	
7) CURRENT Contract End Date : (if ALL options to extend the contract are exercised)	November 30, 2010	
8) CURRENT Maximum Cost : (if ALL options to extend the contract are exercised)	\$ 852,593.40	
PROPOSED AMENDMENT INFORMATION		
9) Amendment #	1	
10) Amendment Effective Date : (attached explanation required if < 60 days after F&A receipt)	December 1, 2010	
11) PROPOSED Contract End Date : (if ALL options to extend the contract are exercised)	November 30, 2011	
12) PROPOSED Maximum Cost : (if ALL options to extend the contract are exercised)	\$ 1,952,593.40	
13) Approval Criteria : (select one)	<input checked="" type="checkbox"/> use of Non-Competitive Negotiation is in the best interest of the state <input type="checkbox"/> only one uniquely qualified service provider able to provide the service	
14) Description of the Proposed Amendment Effects & Any Additional Service :	Adds one year to the contract term; increases Maximum Liability by \$1.1 million.	
15) Explanation of Need for the Proposed Amendment :	The original contract, at clause B.2, allows one year extensions to a maximum of 5 years. This extension will be for the third year. The increase to the Maximum Liability allows continuation of the contract at the originally contracted rates.	
16) Name & Address of Contractor's Current Principal Owner(s) : (not required for a TN state education institution)	Central Parking System of Tennessee, Inc. 937 Church St. Nashville, TN 37203	
17) Office for Information Resources Endorsement : (required for information technology service; n/a to THDA)		
Documentation Is ...	<input checked="" type="checkbox"/> Not Applicable to this Request <input type="checkbox"/> Attached to this Request	

18) eHealth Initiative Endorsement : (required for health-related professional, pharmaceutical, laboratory, or imaging service)	
Documentation is ...	<input checked="" type="checkbox"/> Not Applicable to this Request <input type="checkbox"/> Attached to this Request
19) Department of Human Resources Endorsement : (required for state employees training service)	
Documentation is ...	<input checked="" type="checkbox"/> Not Applicable to this Request <input type="checkbox"/> Attached to this Request
20) Description of Procuring Agency Efforts to Identify Reasonable, Competitive, Procurement Alternatives :	
Not applicable. This contract allows extension to 60 months; on November 30, 2010, the contract will have a 24 month history.	
21) Justification for the Proposed Non-Competitive Amendment :	
The need for a Non-Competitive Amendment results from the original Maximum Liability being sufficient only for the original two year term. The increase requested will fund all potential extensions, up to 5 years.	
AGENCY HEAD SIGNATURE & DATE : (<u>must</u> be signed & dated by the <u>ACTUAL</u> procuring agency head as detailed on the Signature Certification on file with OCR— signature by an authorized signatory will be accepted only in documented exigent circumstances)	
SIGNATURE & DATE	 8-19-10



CONTRACT AMENDMENT

Agency Tracking # 321.06-004	Edison ID 3992	Contract # FA09-26652	Amendment # 1		
Contractor Legal Entity Name Central Parking System of Tennessee, Inc.			Registration ID 0000075578		
Amendment Purpose & Effect(s) To extend the term of the contract by one year.					
Amendment Changes Contract End Date: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		End Date: November 30, 2011			
Maximum Liability (TOTAL Contract Amount) increase/Decrease per this Amendment:					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2009			\$246,713.33		\$246,713.33
2010			\$421,043.44		\$421,043.44
2011			\$370,202.17		\$370,202.17
2012			\$370,202.17		\$370,202.17
2013			\$370,202.17		\$370,202.17
2014			\$174,230.12		\$174,230.12
TOTAL:			1,952,593.40		1,952,593.40
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. Ron Plumb 532-7272 <i>Ronald A. Plumb</i>			OCR USE		
Speed Code GS00000062		Account Code 70899000			

**AMENDMENT ONE
TO CONTRACT #FA-09-26652**

This Contract Amendment is made and entered by and between the State of Tennessee, Department of General Services, hereinafter referred to as the "State" and Central Parking System of Tennessee, 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. The text of Contract Section B.1. is deleted in its entirety and replaced with the following:
 - B.1. This Contract shall be effective for the period commencing on December 1, 2008 and ending on November 30, 2011. The State shall have no obligation for services rendered by the Contractor which are not performed within the specified period.

2. The text of 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 one million, nine hundred fifty-two thousand, five hundred ninety-three dollars and forty cents (\$1,952,593.40). The payment rates in Section C.3 shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

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

The revisions set forth herein shall be effective December 1, 2010. All other terms and conditions not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF:

Central Parking System of Tennessee, Inc:

CONTRACTOR SIGNATURE

DATE

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

DEPARTMENT OF GENERAL SERVICES:

GWENDOLYN SIMS DAVIS, COMMISSIONER

DATE

CONTRACT SUMMARY SHEET

021908

RFS # 321.06-004	Contract # <i>Edison # 3992</i> <i>FA-09-26652-00</i>
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State Agency Department of General Services	State Agency Division Motor Vehicle Management
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Contractor Name Central Parking System of Tennessee, Inc.	Contractor ID # (FEIN or SSN) C- or <input checked="" type="checkbox"/> V- 621369468-02
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Service Description
Management of State Employee Shuttle Service

Contract BEGIN Date 12/01/08	Contract END Date 11/30/10	Subrecipient or Vendor? Vendor	CFDA #
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Mark Each TRUE Statement

Contractor is on STARS Contractor's Form W-9 is on file in Accounts

Allotment Code	Cost Center	Object Code	Fund	Funding Grant Code	Funding Subgrant Code
321.06	8000	83	12		

FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2009			\$ 246,713.33		\$ 246,713.33
2010			\$ 421,043.44		\$ 421,043.44
2011			\$ 184,836.63		\$ 184,836.63
					\$ -
					\$ -
					\$ -
TOTAL:			\$ 852,593.40		\$ 852,593.40

— COMPLETE FOR AMENDMENTS ONLY —			State Agency Fiscal Contact & Telephone # Ron Plumb 532-7272
FY	Base Contract & Prior Amendments	THIS Amendment ONLY	State Agency Budget Officer Approval <i>Roncel A. Plumb</i>
			Funding Certification (certification, required by T.C.A., § 9-4-5113, that there is a balance in the appropriation from which the obligated expenditure is required to be paid that is not otherwise encumbered to pay obligations previously incurred)
TOTAL:	\$ -	\$ -	DEC - 3 2008
End Date			

Contractor Ownership (complete for ALL base contracts— N/A to amendments or delegated authorities)

<input type="checkbox"/> African American	<input type="checkbox"/> Person w/ Disability	<input type="checkbox"/> Hispanic	<input type="checkbox"/> Small Business	<input type="checkbox"/> Government
<input type="checkbox"/> Asian	<input type="checkbox"/> Female	<input type="checkbox"/> Native American	<input checked="" type="checkbox"/> NOT Minority/Disadvantaged	<input type="checkbox"/> Other

Contractor Selection Method (complete for ALL base contracts— N/A to amendments or delegated authorities)

<input checked="" type="checkbox"/> RFP	<input type="checkbox"/> Competitive Negotiation*	<input type="checkbox"/> Alternative Competitive Method*
<input type="checkbox"/> Non-Competitive Negotiation*	<input type="checkbox"/> Negotiation w/ Government (ID,GG,GU)	<input type="checkbox"/> Other *

*** Procurement Process Summary** (complete for Non-Competitive Negotiation, Competitive Negotiation, OR Alternative Method)

CONTRACT
Between
The State Of Tennessee,
DEPARTMENT OF GENERAL SERVICES
AND
CENTRAL PARKING SYSTEM OF TENNESSEE, INC.

This Contract, by and between the State of Tennessee, DEPARTMENT OF GENERAL SERVICES, hereinafter referred to as the "State" and CENTRAL PARKING SYSTEM OF TENNESSEE, INC., hereinafter referred to as the "Contractor," is for the provision of Management of the Downtown Nashville, Tennessee State Employee Shuttle Service, as further defined in the "SCOPE OF SERVICES."

The Contractor is FOR-PROFIT CORPORATION.

Contractor Federal Employer Identification or Social Security Number: 621369468

Contractor Place of Incorporation or Organization: Nashville, Tennessee

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 State will provide the following:
 - a. Ample number and type of vehicles to accomplish all routes and meet all schedules listed in Attachments 2 and 3 of this Contract. The State, at its sole discretion, may adjust the types, styles, or number of vehicles at any time during the course of this Contract.

 - b. Maintenance service on all State provided vehicles at the manufacturer recommended service intervals to ensure consistent operation of the vehicle.

 - c. All fuel for the operation of the vehicle.

 - d. Repair services for any damage to vehicles caused by the Contractor or one of their drivers. The State will handle and pay for the repairs to the vehicle, then bill the Contractor's insurance provider for the actual amount of the State's cost for repair. The cost for these repairs will be paid by the Contractor's insurance provider to the State within the time-frame established on the invoice.

- A.3. Definitions:
 - a. Standard Shuttle Route Schedule – all stops, number of vehicles, parking facilities listed in Attachment 2.

 - b. Limited Shuttle Route Schedule – all stops, number of vehicles, parking facilities listed in Attachment 3.

 - c. Average Rider Report – report of average number of riders on each bus per route, per route schedule for a one month period. This report assists the state in making determinations on increasing or decreasing services.

 - d. Incident/Accident Report – standard report (Attachment 6) that will be submitted by the Contractor to the State within four (4) hours of an incident. A copy of the investigation by police, fire, or other emergency department shall be given to the State within 48 hours of an incident/accident.

A.4. Management:

- a. The Contractor shall provide management of the state employee shuttle bus service.
 1. Service is to be provided during the following hours Monday to Friday; with the exception of designated State Holidays. All hours are Central time.
 - i. 6:00 a.m. – 9:00 a.m. (standard shuttle route schedule)
 - ii. 11:00 a.m. – 1:00 p.m. (limited shuttle route schedule)
 - iii. 3:30 p.m. – 6:00 p.m. (standard shuttle route schedule)
- b. The Contractor will provide a sufficient pool of drivers to ensure that all schedules listed in A.4.a.1. are met.
- c. The Contractor will obtain, and keep on file, an annual copy of the Motor Vehicle Record of all drivers employed for service under this Contract.
- d. The Contractor will provide communication devices for each route driver. These devices will be used for the following:
 1. Communication regarding route changes;
 2. Communication regarding health emergencies;
 3. Communication regarding bus safety issues;
 4. 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.
- e. The Contractor will keep all necessary permits, licensure, insurance, and other legal instrumentalities to perform all services required by this Contract.
- f. The Contractor will provide the State with monthly average rider reports by route. Shuttle Routes are defined in Attachment 4.

A.5. Driver Requirements:

- a. The Contractor will provide drivers that meet the following criteria:
 1. All drivers will have a current and valid Tennessee Drivers License with Commercial Drivers License Passenger (CDL-P) endorsement on the license.
 2. 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 drivers license on their person at all times while operating State vehicles.
- 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. This report will be provided in Microsoft Excel (.xls) format 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.4.a.1.
- 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.
- j. The Contractor will ensure that each bus is inspected by the driver prior to beginning the morning route as well as upon completion of the evening routes. These inspections will use the checkpoints provided in Attachment 5 and will be kept, by the Contractor, on file and available at the State's request.

A.6. Special Event Needs

- a. The Contractor will provide a pool of drivers who can be utilized, on an hourly basis, at the request of the State. These drivers will have the same requirements as stated in A.5.a. and will be notified of the need forty-eight (48) hours prior to their shift beginning.

A.7. 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 to:

- a. Add or delete shuttle buses;
- b. Modify, add, or eliminate service periods;
- c. Change the service route for any or all shuttle buses;
- d. Add, delete, or change shuttle bus stop locations.

B. CONTRACT TERM:

- B.1. This Contract shall be effective for the period commencing on December 1, 2008 and ending on November 30, 2010. The State shall have no obligation for services rendered by the Contractor which are not performed within the specified 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 an amendment to the Contract. If the extension of the Contract necessitates additional funding beyond that which was included in the original Contract, the increase in the State's maximum liability will also be effected through an amendment to the Contract, and shall be based upon payment rates provided for 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 EIGHT HUNDRED FIFTY-TWO THOUSAND, FIVE HUNDRED NINETY-THREE DOLLARS AND FORTY CENTS (\$852,593.40). The payment rates in Section C.3 shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's

obligations hereunder regardless of the difficulty, materials or equipment required. The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

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

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

Service Description	Year 1 12/01/08 – 11/30/09	Year 2 12/01/09 – 11/30/10	Year 3 12/01/10 – 11/30/11	Year 4 12/01/11 – 11/30/12	Year 5 12/01/12 – 11/30/13
Management Fee (per month) Section A.4.	\$ 3,000.00	\$ 3,090.00	\$ 3,183.00	\$ 3,278.00	\$3,376.00
Driver Cost, per driver (per hour) Section A.5.	\$ 33.54	\$ 34.55	\$ 35.58	\$ 36.65	\$ 37.75
Driver for Special Events (per hour) Section A.6.	\$ 14.40	\$ 14.83	\$ 15.28	\$ 15.74	\$ 16.21

(The payment rates listed do not guarantee extension of the contract term. Should the contract be extended pursuant to Section B.2. by contract amendment the additional rates beyond the two (2) year contract term will apply.)

- 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 as required below prior to any payment.
 - a. The Contractor shall submit 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 37243-0552

- b. The Contractor agrees that each invoice submitted shall clearly and accurately (all calculations must be extended and totaled correctly) detail the following required information.
- (1) Invoice/Reference Number (assigned by the Contractor);
 - (2) Invoice Date;
 - (3) Invoice Period (period to which all invoiced charges are applicable);
 - (4) Contract Number (assigned by the State to this Contract);
 - (5) Account Name: Department of General Service, Motor Vehicle Management;
 - (6) Account/Customer Number (uniquely assigned by the Contractor to the above-referenced Account Name);
 - (7) Contractor Name;
 - (8) Contractor Federal Employer Identification Number or Social Security Number (as referenced in this Contract);
 - (9) Contractor Contact (name, phone, and/or fax for the individual to contact with billing questions);
 - (10) Contractor Remittance Address;
 - (11) Complete Itemization of Charges, which shall detail the following:
 - i. Service 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; and
 - v. Total Amount Due for the invoice period.
- c. The Contractor understands and agrees that an invoice to the State under this Contract shall:
- (1) include only charges for service described in Contract Section A and in accordance with payment terms and conditions set forth in Contract Section C;
 - (2) not include any future work but will only be submitted for completed service; and
 - (3) not include sales tax or shipping charges.
- d. The Contractor agrees that timeframe for payment (and any discounts) begins when the State is in receipt of each invoice meeting the minimum requirements above.
- e. The Contractor shall complete and sign a "Substitute W-9 Form" provided to the Contractor by the State. The taxpayer identification number contained in the Substitute W-9 submitted to the State shall agree to the Federal Employer Identification Number or Social Security Number referenced in this Contract for the Contractor. The Contractor shall not invoice the State for services until the State has received this completed form.
- C.6. Payment of Invoice. The payment of the invoice by the State shall not prejudice the State's right to object to or question any invoice or matter in relation thereto. Such payment by the State shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the amounts invoiced therein.
- C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of

audits conducted in accordance with the terms of this Contract, not to constitute proper remuneration for compensable services.

- C.8. **Deductions.** The State reserves the right to deduct from amounts which are or shall become due and payable to the Contractor under this or any Contract between the Contractor and the State of Tennessee any amounts which are or shall become due and payable to the State of Tennessee by the Contractor.
- C.9. **Automatic Deposits.** The Contractor shall complete and sign an "Authorization Agreement for Automatic Deposit (ACH Credits) Form." This form shall be provided to the Contractor by the State. Once this form has been completed and submitted to the State by the Contractor all payments to the Contractor, under this or any other Contract the Contractor has with the State of Tennessee shall be made by Automated Clearing House (ACH). The Contractor shall not invoice the State for services until the Contractor has completed this form and submitted it to the State.

D. STANDARD TERMS AND CONDITIONS:

- D.1. **Required Approvals.** The State is not bound by this Contract 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 1, hereto, semi-annually during the period of this Contract. Such attestations shall be maintained by the Contractor and made available to state officials upon request.
- b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the period of this Contract, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work relative to this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work relative to this Contract. Attestations obtained from such subcontractors shall be maintained by the Contractor and made available to state officials upon request.
- c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Said records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.
- d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Public Chapter 878 of 2006 for acts or omissions occurring after its effective date. This law requires the Commissioner of Finance and Administration to prohibit a contractor from contracting with, or submitting an offer, proposal, or bid to contract with the State of Tennessee to supply goods or services for a period of one year after a contractor is discovered to have knowingly used the services of illegal immigrants during the performance of this Contract.
- e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not either a United States citizen, a Lawful Permanent Resident, or a person whose physical presence in the United States is authorized or allowed by the federal Department of Homeland Security and who, under federal immigration laws and/or regulations, is authorized to be employed in the U.S. or is otherwise authorized to provide services under the Contract.

D.9. Records. The Contractor shall maintain documentation 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. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.11. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.12. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this 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.13. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create 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.14. State Liability. The State shall have no liability except as specifically provided in this Contract.
- D.15. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, natural disasters, riots, wars, epidemics or any other similar cause.
- D.16. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.17. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.
- D.18. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.19. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.
- D.20. Headings. Section headings 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 Vaughn
Department of General Services, Motor Vehicle Management
2200 Charlotte Avenue
Nashville, TN 37243
Victor.Vaughn@state.tn.us
Telephone # (615)327-1449
FAX # (615)327-1559

The Contractor:

Brasher Burbank, General Manager
Central Parking System of Tennessee, Inc.
937 Church Street
Nashville, Tennessee 37203
bburbank@PARKING.COM
Telephone # (615)259-3898
FAX # (615)242-7801

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 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. 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.6. 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 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 Liability with a limit not less than one million dollars (\$1,000,000) combined single limit.
 - (4) Excess Umbrella Liability with a limit not less than five million dollars (\$5,000,000) per occurrence and 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.7. State Furnished Property. The Contractor shall be responsible for the correct use, maintenance, and protection of all articles of nonexpendable, tangible, personal property furnished by the State for the Contractor's temporary use under this Contract. Upon termination of this Contract, all property furnished shall be returned to the State in good order and condition as when received, reasonable use and wear thereof excepted. Should the property be destroyed, lost, or stolen, the Contractor shall be responsible to the State for the residual value of the property at the time of loss.
- E.8. Incorporation of Additional Documents. Included in this Contract by reference are the following documents:
- a. The Contract document and its attachments
 - b. All Clarifications and addenda made to the Contractor's Proposal
 - c. The Request for Proposal and its associated amendments
 - d. Technical Specifications provided to the Contractor
 - 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.9. 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.10. 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.11. 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-321.06-001-09 (Attachment 6.3, Section B, Item B.13.) and resulting in this Contract.

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

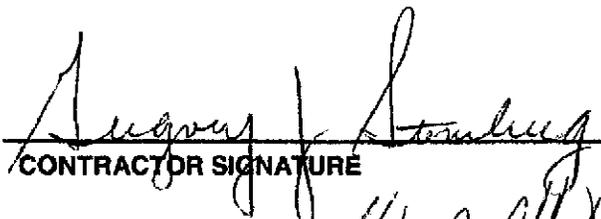
- E.12. Hold Harmless. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other 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.

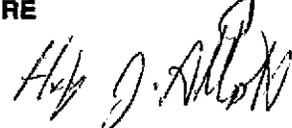
In the event of any such suit or claim, the Contractor shall give the State immediate notice thereof and shall provide all assistance required by the State in the State's defense. The State shall give the Contractor written notice of any such claim or suit, and the Contractor shall have full right and 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.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 for 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:

CENTRAL PARKING SYSTEMS OF TENNESSEE, INC.:


CONTRACTOR SIGNATURE


DATE

November 3 2008

Gregory J Starnberg EVP
PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

DEPARTMENT OF GENERAL SERVICES:

Gwendolyn Sims Davis
GWENDOLYN SIMS DAVIS, COMMISSIONER
11-18-08
DATE

APPROVED:

M.D. Goetz Jr.
M. D. GOETZ, JR., COMMISSIONER
DEPARTMENT OF FINANCE AND ADMINISTRATION
11/24/08
DATE

John G. Morgan
JOHN G. MORGAN, COMPTROLLER OF THE TREASURY
11/26/08
DATE

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

SUBJECT CONTRACT NUMBER:	
CONTRACTOR LEGAL ENTITY NAME:	CENTRAL PARKING SYSTEM OF TENNESSEE, INC.
FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number)	62-1369468

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.

Gregory J. Stenberg

 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

NOVEMBER 3, 2008

 DATE OF ATTESTATION

Greg G. Allott

<u>Morning Routes:</u>	All routes will run from 6:00 a.m. CT to 9:00 a.m. CT – each route will have stops at a minimum of fifteen (15) minute intervals minimum to twenty (20) minute maximum.		
<u>Evening Routes:</u>	All routes will run from 3:30 p.m. CT to 6:00 p.m. CT - each route will have stops at a minimum of fifteen (15) minute intervals minimum to twenty (20) minute maximum.		
<u>Orange Route</u>	<u>Yellow Route</u>	<u>Green Route</u>	<u>Blue Route</u>
<p align="center">Stops</p> <ul style="list-style-type: none"> • B • C • D • E • G • H • I 	<p align="center">Stops</p> <ul style="list-style-type: none"> • O • N • M • L • K • J 	<p align="center">Stops</p> <ul style="list-style-type: none"> • A • B • C • D • E • F • G • H 	<p align="center">Stops</p> <ul style="list-style-type: none"> • A • B • C • D • L • K • J • P
<u>LOTS</u>	<u>LOTS</u>	<u>LOTS</u>	<u>LOTS</u>
1, 4, 6, 7, 8, 9, 12, 14	15, 16, 17, 18, 27, 28, 29	1, 4, 6, 7, 8, 9, 12, 14	1, 4, 6, 7, 8, 9, 12, 14
<u>BUILDINGS</u>	<u>BUILDINGS</u>	<u>BUILDINGS</u>	<u>BUILDINGS</u>
Citizen's Plaza L & C Tower Polk Building Rachel Jackson Andrew Jackson War Memorial	Tennessee Tower Library and Archives War Memorial Rachel Jackson Andrew Jackson Polk Building	Citizen's Plaza L & C Tower Polk Building Rachel Jackson Andrew Jackson War Memorial	Tennessee Tower Library and Archives War Memorial Rachel Jackson Andrew Jackson John Sevier Central Services Cordell Hull

Lunch
Route:

Lunch Route will run from 11:00 a.m. CT to 1:00 p.m. CT – each route will have stops at a minimum of fifteen (15) minute intervals minimum to twenty (20) minute maximum.

LUNCH ROUTE

- STOPS AT ROUTE STOP I

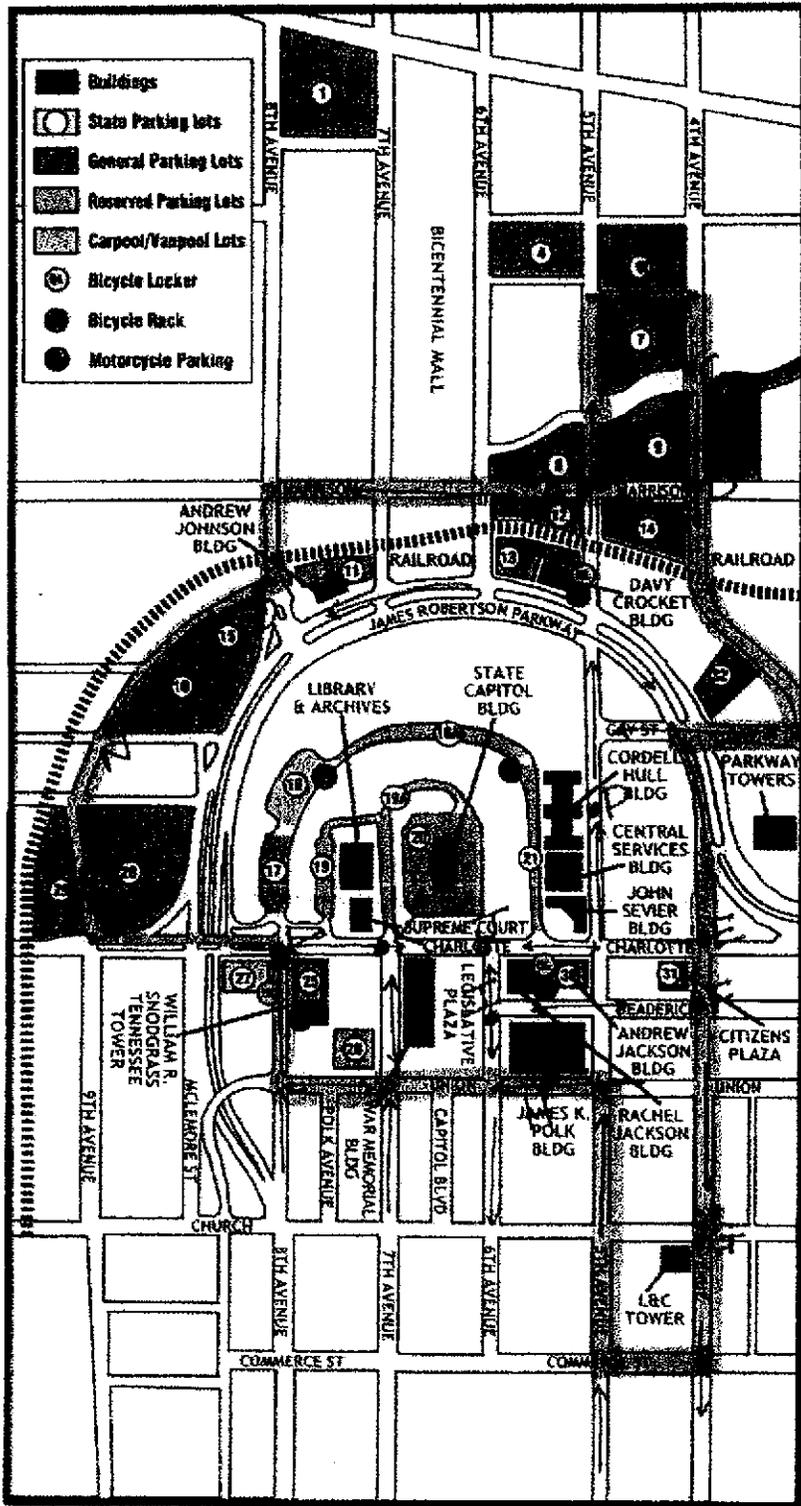
- STOPS AT PULL OFF AT BICENTENNIAL MALL ON
JAMES ROBERTSON PARKWAY

BUILDINGS

Citizen's Plaza
L & C Tower
Polk Building
Rachel Jackson
Andrew Jackson
War Memorial
Tennessee Tower
Library and Archives
Andrew Johnson
Davy Crockett

ORANGE

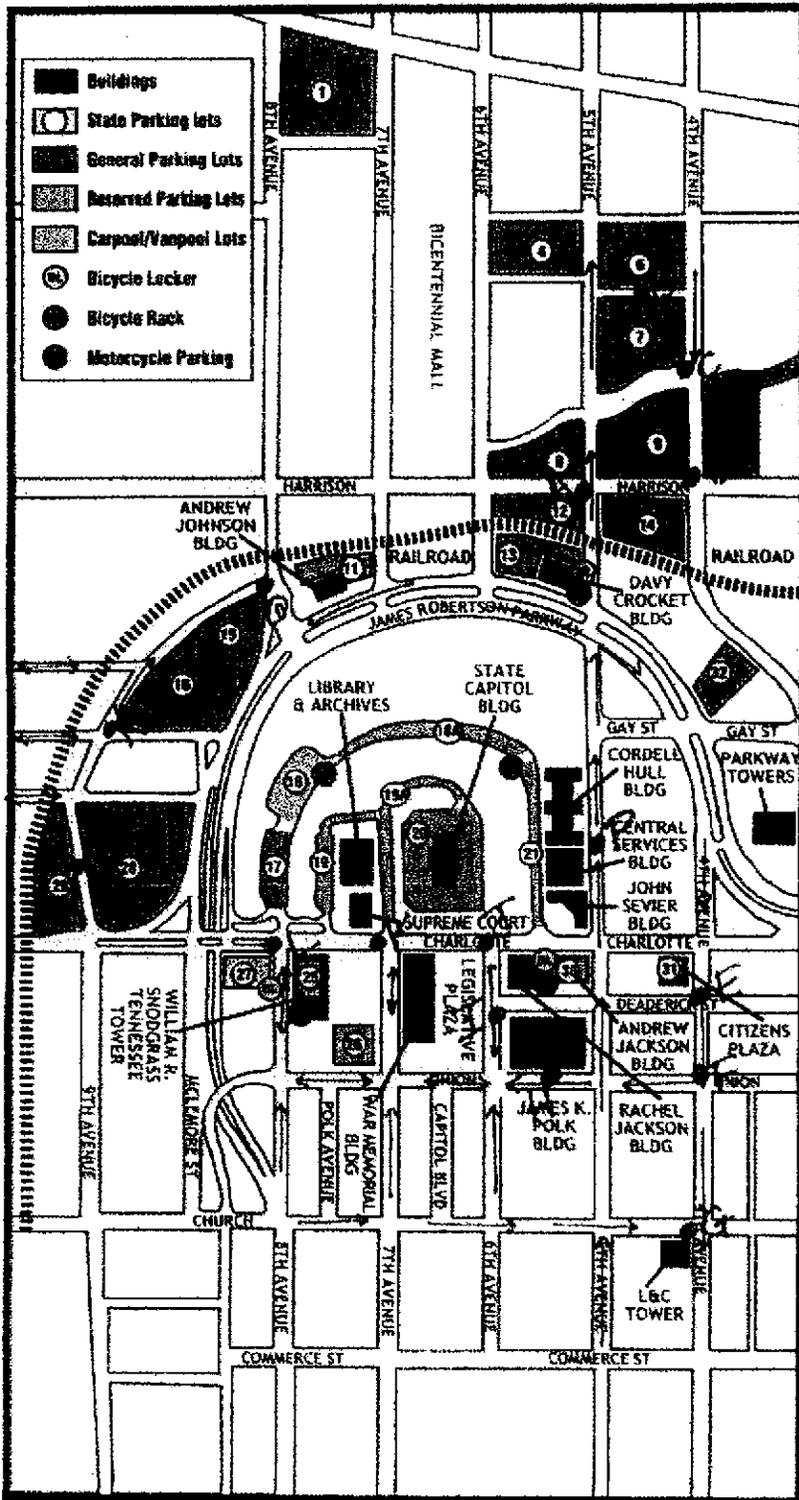
ATTACHMENT 4 Shuttle Routes



STATE EMPLOYEE PARKING MAP

YELLOW

ATTACHMENT 4
Shuttle Routes

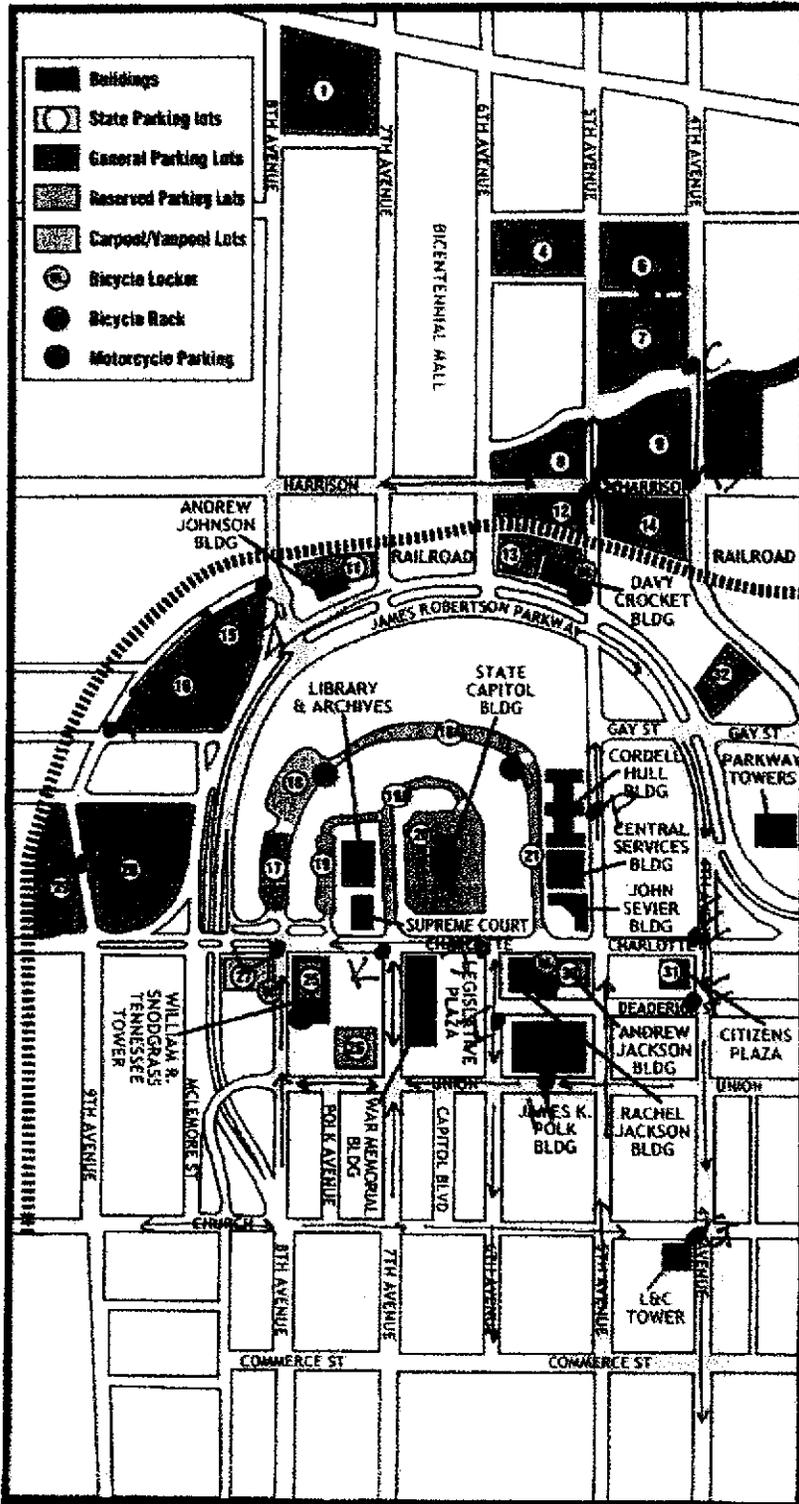


11th

STATE EMPLOYEE PARKING MAP

GREEN

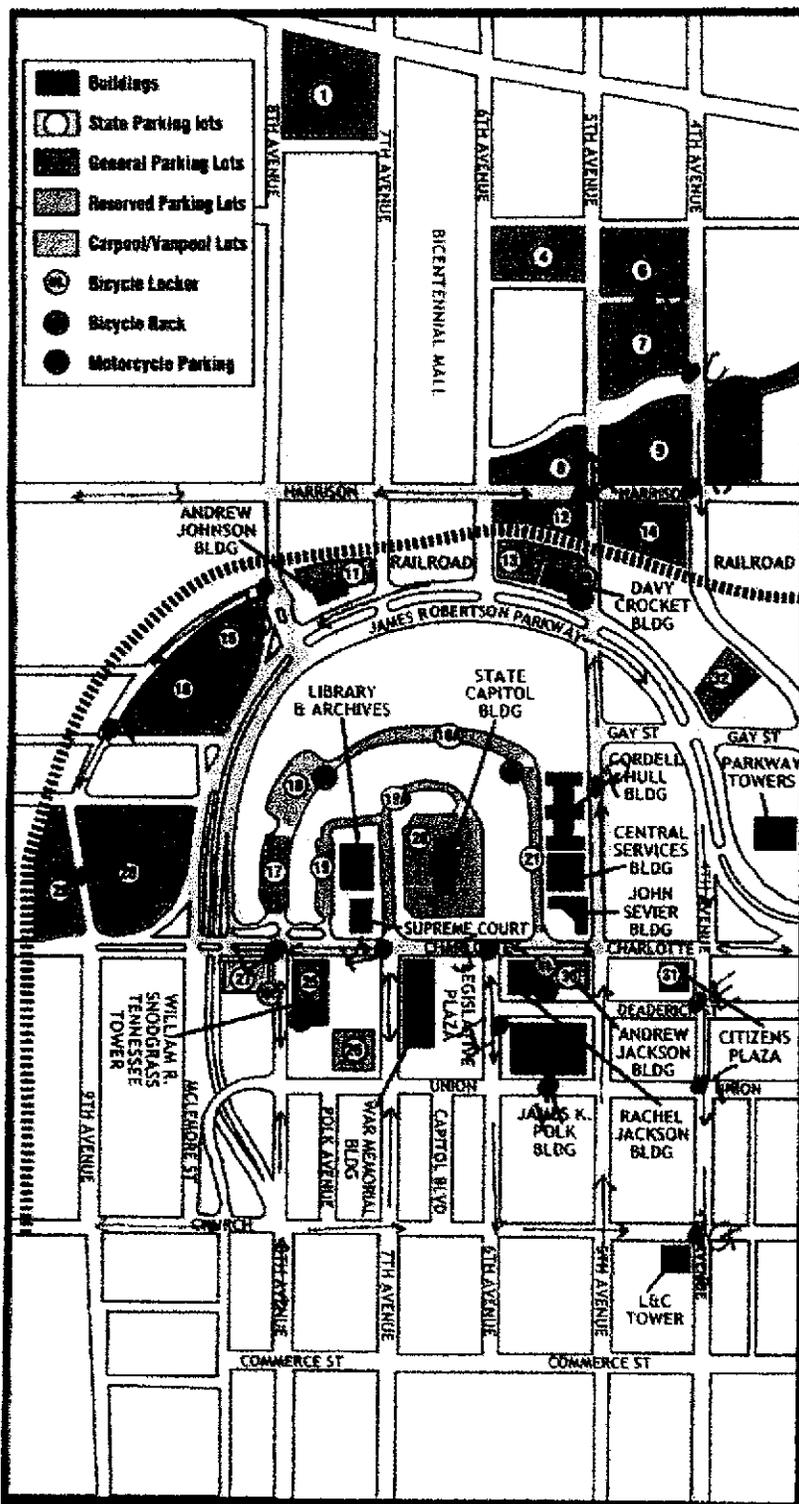
ATTACHMENT 4
Shuttle Routes



STATE EMPLOYEE PARKING MAP

BLUE

ATTACHMENT 4
Shuttle Routes



STATE EMPLOYEE PARKING MAP

**ATTACHMENT 5
Maintenance Check Points**

ATTACHMENT 5 - MAINTENANCE CHECK POINTS						
	Week Ending	Monday	Tuesday	Wednesday	Thursday	Friday
Vehicle Inspection Point						
PRE ROUTE INSPECTION						
LEAKS/HOSES						
No Puddles						
No dripping fluids on engine or transmission						
No leaky or fraying hoses (including dry rot)						
OIL LEVEL						
Oil level is within safe operating range						
Level must be above refill mark						
COOLANT LEVEL						
Coolant level is at safe operating point						
POWER STEERING FLUID						
Power Steering Fluid at safe operating level						
Level must be above refill mark						
ENGINE COMPARTMENT BELTS						
The following belts are tight with no cracks or frays:						
<i>Power Steering Belt</i>						
<i>Water Pump Belt</i>						
<i>Alternator Belt</i>						
<i>Air Compressor Belt</i>						
<i>***If any of the components listed above are not belt driven, you must make sure the component(s) are operating properly, are not damaged or leaking, and are mounted securely.</i>						

**ATTACHMENT 5
Maintenance Check Points**

SAFE START					
Depress clutch, put gearshift into Neutral, start engine, release clutch slowly					
OIL PRESSURE GAUGE					
Oil pressure gauge operating					
Oil pressure gauge shows increasing or normal pressure					
Warning light goes off					
TEMPERATURE GAUGE					
Temperature gauge working properly					
Temperature gauge climbs to normal range					
Temperature light off					
AIR GAUGE					
Air gauge working properly					
Build air pressure to governor cut-out					
AMMETER/VOLTMETER					
Gauges show alternator and/or generator is charging					
Warning light goes off					
MIRRORS AND WINDSHIELD					
Mirrors are clean and adjusted properly					
Windshield clean no damage or obstructions					
EMERGENCY EQUIPMENT					
Spare electrical fuses					
Three reflective triangles					
Fire extinguisher charged and rated					
STEERING PLAY					
No Excessive Play in Steering wheel					

ATTACHMENT 5
Maintenance Check Points

WIPERS/WASHERS					
Wiper arms and blades secure					
Windshield washers operate correctly					
LIGHTING INDICATORS					
Dash indicators work when the following are on:					
<i>Left Turn Signal</i>					
<i>Right Turn Signal</i>					
<i>Four-Way emergency flashers</i>					
<i>High beam headlight</i>					
<i>Anti-lock Braking System (ABS) indicator</i>					
The following external lights and reflective equipment are clean and functioning:					
<i>Clearance lights</i>					
<i>Headlights (high and low)</i>					
<i>Taillights</i>					
<i>Backing Lights</i>					
<i>Brake Lights</i>					
<i>Reflectors</i>					
HORN					
Horn works appropriately					
PARKING BRAKE					
Parking brake works appropriately					

**ATTACHMENT 5
Maintenance Check Points**

DOORS					
No damage on doors					
Doors open and close properly from the outside					
Hinges are secure with seals in tact					
Handrails are secure					
Entry steps are clear and step lights working					
Emergency exits working smoothly					
Emergency exits close securely from the inside					
Emergency exit warning devices functioning					
WHEELS					
No damaged or bent rims					
Each tire meets the following:					
<i>minimum tread depth 4/32 on steering axel tires</i>					
<i>minimum tread depth 2/32 on all other tires</i>					
<i>tread is evenly worn</i>					
<i>valve caps and stems present with no cracks or damage</i>					
<i>proper inflation with use of tire gauge</i>					
Vehicle is sitting level (front and rear)					
FUEL TANK					
Fuel tank is secure with no leaks from tank or lines					
PASSENGER SEATING					
No broken seat frames					
Seat cushions attached securely					

ATTACHMENT 6

Incident/Accident Report			
Location/Address of Accident: <i>Please include as much information as possible including cross street, street number, city and state.</i>			
Date of Accident:		Time of Accident:	
Shuttle Driver's Name			
Shuttle Driver's Street Address			
City, State, Zip Code		Shuttle Driver's Phone No.	
Shuttle Driver's License Number/State			
Other Vehicle Make and Model			
Other Vehicle Color		Other Vehicle Year	
Other Vehicle Driver Name			
Other Vehicle Driver's Street Address			
City, State, Zip Code		Other Vehicle Driver's Phone No.	
Other Vehicle Insurance Company		Other Vehicle Insurance Phone No.	
Summary of Accident/Incident:			
Witnesses:			
Name and Number			
<i>The Police, Fire, or Emergency report(s) shall be submitted to the State within 48 hours.</i>			