

**CONTRACT #21**  
**RFS # 501.01-006**  
**FA # 09-25683**  
**Edison # 2055**

**Department of General Services**

**VENDOR:**  
**Cross Gate Services, Inc.**



STATE OF TENNESSEE  
DEPARTMENT OF GENERAL SERVICES

STEVEN G. CATES  
COMMISSIONER

BILL HASLAM  
GOVERNOR

TO: Ms. Leni Chick, Contract and Audit Coordinator, Fiscal Review Committee  
FROM: Tammy Robbins & Jenny Young, Department of General Services  
DATE: April 30, 2012  
SUBJECT: Request for Approval of Contract Amendment Two with Cross Gate

Please consider the enclosed request for a non-competitive amendment with Cross Gate Services, Inc. ("Cross Gate"). The Department of General Services competitively procured janitorial services for the Dr. R.S. Gass Building in Nashville, through RFP #50101-006. Cross Gate was awarded a contract on August 1, 2008, with an initial contract term of three (3) years. The State exercised its option to renew the contract for one (1) additional year through Contract Amendment One, and the current contract expires on July 31, 2012.

Last year and again this year, the State has asked Cross Gate if they would be willing to lower the rates that they had initially proposed through the RFP process. In both instances Cross Gate agreed to provide all services at a lower rate than those proposed. In particular, Cross Gate has agreed to charge the rates specified for contract year two, instead of charging the increased rates proposed for contract years four and five, respectively. Cross Gate has demonstrated a willingness to partner with the State and provide quality service at a reduced rate.

The Department of General Services respectfully requests approval of the attached Amendment Two, which would permit Cross Gate to provide an additional year of janitorial services at the Dr. R.S. Gass Building. This amendment would extend the contract term through July 31, 2013 and increase the maximum liability by \$76,522.60. Please contact us at 253-7819 or 741-1298 with any questions or concerns. We appreciate your consideration of this matter.

Attachments:

- Exhibit A: Supplemental Documentation Required for Fiscal Review Committee
- Exhibit B: Original Contract with Summary Sheet
- Exhibit C: Amendment One with Summary Sheet
- Exhibit D: Proposed Amendment Two with Summary Sheet
- Exhibit E: Non-Competitive Amendment Request
- Exhibit F: Additional Documentation for Support, Edison Report CN\_021
- Exhibit G: Additional Documentation for Support, Edison Report CN\_028

THE OFFICE OF SERVICES CONTRACTING

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

Supplemental Documentation Required for  
Fiscal Review Committee

*Contact Name:	Jenny Young Tammy Robbins	*Contact Phone:	(615) 741-1298 (615) 253-7819	
*Original Contract Number:	FA #09-25683	*Original RFS Number:	501.01-006	
Edison Contract Number: <i>(if applicable)</i>	#2055	Edison RFS Number: <i>(if applicable)</i>	n/a	
*Original Contract Begin Date:	August 1, 2008	*Current End Date:	July 31, 2012	
Current Request Amendment Number: <i>(if applicable)</i>	Two (2)			
Proposed Amendment Effective Date: <i>(if applicable)</i>	August 1, 2012			
*Department Submitting:	Department of General Services			
*Division:	Office of Services Contracting			
*Date Submitted:	April 30, 2012			
*Submitted Within Sixty (60) days: <i>If not, explain:</i>	Yes n/a			
*Contract Vendor Name:	Cross Gate Services, Inc.			
*Current Maximum Liability:	\$501,641.42			
<b>*Current Contract Allocation by Fiscal Year:</b> <b><i>(as Shown on Most Current Fully Executed Contract Summary Sheet)</i></b>				
FY: 2009	FY: 2010	FY: 2011	FY: 2012	FY: 2013
\$109,736	\$126,081	\$128,833.42	\$126,467	\$10,524.00
<b>*Current Total Expenditures by Fiscal Year of Contract:</b> <b><i>(attach backup documentation from STARS or FDAS report)</i></b>				
FY: 2009	FY: 2010	FY: 2011	FY: 2012	
\$72,340.53	\$117,027.37	\$113,757	\$60,481.00	
<b>IF</b> Contract Allocation has been greater than Contract Expenditures, please give the reasons and explain where surplus funds were spent:		Contract monitoring has been successful at controlling costs and preventing unnecessary expenditures.		
<b>IF</b> surplus funds have been carried forward, please give the reasons and provide the authority for the carry forward provision:		Surplus funds are minimal and remain available under the contract.		
<b>IF</b> 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:	\$501,641.42		Other:	n/a

Supplemental Documentation Required for  
Fiscal Review Committee

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>
Effective Date: August 1, 2011	Amendment One extended the contract term to 7/31/12 and increased the maximum liability to \$501,641.42.
Method of Original Award: <i>(if applicable)</i>	Request for Proposals
*What were the projected costs of the service for the entire term of the contract prior to contract award?	\$639,911.75

Supplemental Documentation Required for  
Fiscal Review Committee

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

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

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

Deliverable description:	FY: 2013 (12 months)	FY: 2014 (only one (1) month, July)
Daily	\$221.00 x 250 = \$55,250.00	\$221.00 x 22 = \$4,862.00
Weekly	\$346.00 x 7 = \$17,992.00	\$346.00 x 5 = \$1,730.00
Monthly	\$415.00 x 12 = \$4,980.00	\$415.00 x 1 = \$415.00
Quarterly Carpet	\$1,386.00 x 4 = \$5,544.00	\$1,386.00 x 1 = \$1,386.00
Quarterly Floors	\$6,426.00 x 4 = \$25,704.00	0.00 – not anticipated in one month
Semi-Annual	\$8,568 x 2 = \$17,136.00	0.00 – not anticipated in one month
Snow/Ice	\$55.00 x 5 = \$275.00	0.00 – not anticipated in July

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

Deliverable description:	FY: 2013		FY: 2014	
	Proposed Rates: Contract Year 5	Negotiated Rates for CY5	Proposed Rates CY5 – for 1 month of service	Negotiated Rates for CY 5 – for 1 month of service
Daily	\$58,250.00	\$55,250.00	\$5,126.00	\$4,862.00
Weekly	\$19,084.00	\$17,992.00	\$1,835.00	\$1,730.00
Monthly	\$5,280.00	\$4,980.00	\$440.00	\$415.00
Quarterly Carpet	\$5,764.00	\$5,544.00	\$1,441.00	\$1,386.00
Quarterly Floors	\$26,740.00	\$25,704.00	n/a –service not anticipated because only one month of FY2014	
Semi-Annual	\$17,828.00	\$17,136.00	n/a – service not anticipated because only one month of FY2014	
Snow/Ice	\$285.00	\$275.00	n/a – service not anticipated only one month of FY2014	

**Payments against a Contract**

Unit	Sum Amount	Edison Contract ID	Vendor Name
32101	\$5,850.00	00000000000000000002055	Cross Gate Services
32101	\$6,058.00	00000000000000000002055	Cross Gate Services
32101	\$7,401.53	00000000000000000002055	Cross Gate Services
32101	\$7,586.00	00000000000000000002055	Cross Gate Services
32101	\$11,762.00	00000000000000000002055	Cross Gate Services
32101	\$13,615.00	00000000000000000002055	Cross Gate Services
32101	\$14,010.00	00000000000000000002055	Cross Gate Services
	<b>\$66,282.53</b>	(Edison Payments)	
	<b>+ \$6,058.00</b>	(STARS Payments)	
<b>FY 2009 Total</b>	<b>\$72,340.53</b>	(Total Payments)	

32101	\$2,324.00	00000000000000000002055	Cross Gate Services
32101	\$5,502.00	00000000000000000002055	Cross Gate Services
32101	\$5,777.00	00000000000000000002055	Cross Gate Services
32101	\$5,998.00	00000000000000000002055	Cross Gate Services
32101	\$6,266.00	00000000000000000002055	Cross Gate Services
32101	\$6,266.00	00000000000000000002055	Cross Gate Services
32101	\$6,440.00	00000000000000000002055	Cross Gate Services
32101	\$7,228.00	00000000000000000002055	Cross Gate Services
32101	\$12,730.00	00000000000000000002055	Cross Gate Services
32101	\$12,907.00	00000000000000000002055	Cross Gate Services
32101	\$13,833.00	00000000000000000002055	Cross Gate Services
32101	\$15,362.37	00000000000000000002055	Cross Gate Services
32101	\$16,394.00	00000000000000000002055	Cross Gate Services

<b>FY 2010</b>	<b>\$117,027.37</b>
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32101	\$100.00	00000000000000000002055	Cross Gate Services
32101	\$1,386.00	00000000000000000002055	Cross Gate Services
32101	\$6,106.00	00000000000000000002055	Cross Gate Services
32101	\$6,106.00	00000000000000000002055	Cross Gate Services
32101	\$6,106.00	00000000000000000002055	Cross Gate Services
32101	\$6,231.00	00000000000000000002055	Cross Gate Services
32101	\$6,331.00	00000000000000000002055	Cross Gate Services
32101	\$6,440.00	00000000000000000002055	Cross Gate Services
32101	\$6,556.00	00000000000000000002055	Cross Gate Services
32101	\$6,556.00	00000000000000000002055	Cross Gate Services
32101	\$6,661.00	00000000000000000002055	Cross Gate Services
32101	\$6,781.00	00000000000000000002055	Cross Gate Services
32101	\$14,837.00	00000000000000000002055	Cross Gate Services
32101	\$15,961.00	00000000000000000002055	Cross Gate Services
32101	\$17,599.00	00000000000000000002055	Cross Gate Services

<b>FY 2011</b>	<b>\$113,757.00</b>
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32101	\$426.00	000000000000000000002055	Cross Gate Services
32101	\$1,570.00	000000000000000000002055	Cross Gate Services
32101	\$1,599.00	000000000000000000002055	Cross Gate Services
32101	\$2,663.00	000000000000000000002055	Cross Gate Services
32101	\$3,777.00	000000000000000000002055	Cross Gate Services
32101	\$4,428.00	000000000000000000002055	Cross Gate Services
32101	\$4,620.00	000000000000000000002055	Cross Gate Services
32101	\$5,572.00	000000000000000000002055	Cross Gate Services
32101	\$6,219.00	000000000000000000002055	Cross Gate Services
32101	\$6,331.00	000000000000000000002055	Cross Gate Services
32101	\$6,440.00	000000000000000000002055	Cross Gate Services
32101	\$6,882.00	000000000000000000002055	Cross Gate Services
32101	\$9,954.00	000000000000000000002055	Cross Gate Services

<b>FY 2012</b>	<b>\$60,481.00</b>
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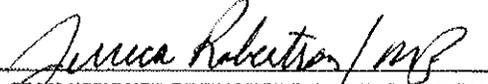


# Non-Competitive Amendment Request

NOT required for a contract with a federal, Tennessee, or Tennessee local government entity or a grant.

Route a completed request, as one file in PDF format, via e-mail attachment sent to: [AgSprs.Agspr@sate.tn.us](mailto:AgSprs.Agspr@sate.tn.us)

APPROVED

  
 JESSICA ROBERTSON / MS  
 COMMISSIONER OF FINANCE & ADMINISTRATION CPO

Request Tracking #	50101-006	
1. Procuring Agency	Department of General Services	
2. Contractor	Cross Gate, Inc.	
3. Contract #	FA-09-25683	
4. Proposed Amendment #	Two	
5. Edison ID #	2055	
6. Contract Begin Date		8/01/2008
7. Current Contract End Date - with ALL options to extend exercised		7/31/2012
8. Proposed Contract End Date - with ALL options to extend exercised		7/31/2013
9. Current Maximum Contract Cost - with ALL options to extend exercised		\$ 501,641.42
10. Proposed Maximum Contract Cost - with ALL options to extend exercised		\$ 578,164.02
11. Office for Information Resources Endorsement - information technology service (N/A to THDA)	<input checked="" type="checkbox"/> Not Applicable	<input type="checkbox"/> Attached
12. eHealth Initiative Support - health-related professional, pharmaceutical, laboratory, or imaging	<input checked="" type="checkbox"/> Not Applicable	<input type="checkbox"/> Attached
13. Human Resources Support - state employee training service	<input checked="" type="checkbox"/> Not Applicable	<input type="checkbox"/> Attached
14. Explanation Need for the Proposed Amendment		
<p>Amendment Two is needed to increase the maximum liability and extend the contract into its fifth and final year. Cross Gate was initially awarded a three year contract through a competitive RFP process. Last year, the State exercised its option to extend the contract term one year, through Amendment One. This year, the State was able to negotiate lower rates from Cross Gate than those initially submitted in their cost proposal for year five. Proposed Amendment Two reflects these new lower rates and is needed to increase the maximum liability and extend the contract term through July 31, 2013.</p>		

Request Tracking #	50101-006
<b>15. Name &amp; Address of the Contractor's Principal Owner(s)</b>	
<p>Steve Southard, President  Cross Gate Services Inc., 1730 General George Patton Drive, Brentwood TN 37027</p>	
<b>16. Evidence Contractor's Experience &amp; Length Of Experience Providing the Service</b>	
<p>The Contractor's Experience was collected and evaluated during the procurement process in 2008. Cross Gate has been in the cleaning business in the State of Tennessee for 20 years.</p>	
<b>17. Efforts to Identify Reasonable, Competitive, Procurement Alternatives</b>	
<p>Cross Gate was selected through a competitive procurement process. In particular, a RFP was issued in 2008.</p>	
<b>18. Justification</b> – <i>specifically explain why non-competitive negotiation is in the best interest of the state</i>	
<p>The fourth contract year will expire on July 31, 2012, and the State has decided that it is in its best interest to continue the fifth and final contract year with Cross Gate Services, Inc.</p>	
<p><b>Agency Head Signature and Date</b> – <i>MUST be signed by the ACTUAL agency head as detailed on the current Signature Certification. Signature by an authorized signatory is acceptable only in documented exigent circumstances</i></p>	
<p><i>Steven D. Cotes/nc</i>      <i>4/10/12</i></p>	



## CONTRACT AMENDMENT

Agency Tracking # 50101-006	Edison ID 2055	Contract # FA-09-25683	Amendment # 2
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Contractor Legal Entity Name Cross Gate Services, Inc.	Edison Vendor ID 0000001090
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**Amendment Purpose & Effect(s)**  
Extend the contract term by one year and increase the Maximum Liability.

**Amendment Changes Contract End Date:**  YES  NO      **End Date:** July 31, 2013

**TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A):** **\$ 76,522.60**

Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2009			\$109,736.00		\$109,736.00
2010			\$126,081.00		\$126,081.00
2011			\$128,833.42		\$128,833.42
2012			\$126,467.00		\$126,467.00
2013			\$78,653.60		\$78,653.60
2014			\$8,393.00		\$8,393.00
<b>TOTAL:</b>			<b>\$578,164.02</b>		<b>\$578,164.02</b>

**American Recovery and Reinvestment Act (ARRA) Funding:**  YES  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.

Ronald A. Plumb

OCR USE

Speed Chart (optional)	Account Code (optional)
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**AMENDMENT TWO  
OF CONTRACT FA-09-25683**

This Amendment is made and entered by and between the State of Tennessee, Department of General Services, hereinafter referred to as the "State" and Cross Gate Services, 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. Contract Term. This Contract shall be effective for the period commencing on August 1, 2008 and ending on July 31, 2013. 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.3. 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 five hundred seventy eight thousand one hundred sixty four dollars and two cents (\$578,164.02). 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.
  
3. The text of Contract Section C.3. is deleted in its entirety and replaced with the following:
 

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

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

Service Description	Year 1 08/01/08 – 07/31/09	Year 2 08/01/09 – 07/31/10	Year 3 08/01/10 – 07/31/11	Year 4 08/01/11 – 07/31/12	Year 5 08/01/12 – 07/31/13
Daily Services, Per Day (Contract Section A.3 and A.4)	\$208.00	\$221.00	\$225.00	\$221.00	\$221.00
Weekly Services, Per Week (Contract Section A.5.)	\$325.00	\$346.00	\$352.00	\$346.00	\$346.00
Monthly Services, Per Month (Contract Section A.6)	\$390.00	\$415.00	\$423.00	\$415.00	\$415.00
Quarterly Services, Carpet Shampooing, Per Service (Contract Section A.7)	\$1,320.00	\$1,386.00	\$1,413.00	\$1,386.00	\$1,386.00
Quarterly Services, Scrub and Recoat Hard – Surface Flooring, Per Service (Contract Section A.7)	\$6,120.00	\$6,426.00	\$6,554.00	\$6,426.00	\$6,426.00
Semi-Annual Service, Strip and Wax, All Hard	\$8,160.00	\$8,568.00	\$8,739.00	\$8,568.00	\$8,568.00

Surface Flooring, Per Service (Contract Section A.8)					
Snow and Ice Removal, Per Service (Contract Section A.9)	\$52.00	\$55.00	\$56.00	\$55.00	\$55.00

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

Amendment Effective Date. The revisions set forth herein shall be effective August 1, 2012. All other terms and conditions of this Contract not expressly amended herein shall remain in full force and effect.

**IN WITNESS WHEREOF,**

**Cross Gate Services, Inc.:**

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**SIGNATURE** **DATE**

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**Steve Southard, President**

**Department of General Services:**

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**Steven G. Cates, Commissioner** **DATE**



GENERAL ASSEMBLY OF THE STATE OF TENNESSEE  
FISCAL REVIEW COMMITTEE

320 Sixth Avenue, North – 8<sup>th</sup> Floor  
NASHVILLE, TENNESSEE 37243-0057  
615-741-2564

Sen. Bill Ketron, Chairman

Senators

Douglas Henry  
Brian Kelsey  
Eric Stewart  
Randy McNally, *ex officio*  
Lt. Governor Ron Ramsey, *ex officio*

Reginald Tate  
Ken Yager

Rep. Curtis Johnson, Vice-Chairman

Representatives

Tommie Brown  
Jim Coley  
Charles Curtiss  
Johnny Shaw  
Charles Sargent, *ex officio*  
Speaker Beth Harwell, *ex officio*

David Shepard  
Tony Shipley  
Curry Todd  
Mark White

MEMORANDUM

TO: The Honorable Mark Emkes, Commissioner  
Department of Finance and Administration

FROM: Bill Ketron, Chairman, Fiscal Review Committee *BK*  
Curtis Johnson, Vice-Chairman, Fiscal Review Committee *CJ*

DATE: April 12, 2011

SUBJECT: **Contract Comments**  
(Fiscal Review Committee Meeting 5/9/11)

**RFS# 501.01-006 (Edison # 2055)**

**Department: General Services**

**Vendor: Cross Gate Services, Inc.**

**Summary: The vendor currently provides janitorial services at the R.S. Gass Building located on Hart Lane in Nashville. The proposed amendment extends the current contract by one year through July 31, 2012, revises the payment methodology to reflect reduced rates for year four of the contract, and increases the maximum liability by \$126,291.**

**Current maximum liability: \$375,350**

**Proposed maximum liability: \$501,641**

After review, the Fiscal Review Committee voted to approve the contract amendment.

cc: The Honorable Steven Cates, Commissioner  
Mr. Robert Barlow, Director, Office of Contracts Review



STATE OF TENNESSEE  
DEPARTMENT OF GENERAL SERVICES

STEVEN G. CATES  
COMMISSIONER

BILL HASLAM  
GOVERNOR

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

FROM: Steven G. Cates, Commissioner *Steven G. Cates*

DATE: April 15, 2011

SUBJECT: Approval Request from Fiscal Review Committee for Non-Competitive Amendment -- Cross Gate Services (Edison Contract #02055)

Digitally signed by Steve Cates  
DN: cn=Steve Cates, o, ou,  
email=steve.cates@tn.gov, c=US  
Date: 2011.04.14 09:29:09 -0500

Please review the enclosed documents, which formally request approval from the Fiscal Review Committee for a Non-Competitive Amendment to a current contract between the State of Tennessee, Department of General Services, and Cross Gate Services, Inc.

Cross Gate provides janitorial services to the State in the R.S. Gass Building (Hart Lane, Nashville). General Services is requesting, under the provision of Contract Section B.2., a one year term extension, and under Contract C.1., a Maximum Liability increase of \$126,291.

This contract – whose original term is August 1, 2008 through July 31, 2011 – contains, at Contract Section B.2., two one-year options to extend. The Cost Evaluation, calculated prior to award in 2008, indicated that contract year four would require funds in the amount of \$131,362. However, General Services has successfully negotiated to reduce rates that will yield a net savings of 4% off the rates originally proposed for year four. Demonstrating a willingness to partner with the State in our efforts to shrink the budget shortfall, Cross Gate has agreed to decrease its rates to match those for year two. The following table demonstrates the reasoning for our request for year four funding.

Original allocation Aug 2008-July 2011	(36 mos.)	\$375,350	
Actual total spend Aug 2008-Dec 2010	(29 mos.)	- 297,416	
Projected spend Jan-June 2011	(6 mos.)	- 64,515	Based on original cost estimate for FY11
Anticipated balance July 1, 2011		= \$13,419	Includes \$10,700 allocated to July 2011
Estimated spend, Aug 2011 through July 2012 (requested amount)		\$126,291	Original cost estimate for FY10 (contract year two)

Accompanying supportive documentation:

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

Please contact Paul Hauser at 253-7980 or [paul.hauser@tn.gov](mailto:paul.hauser@tn.gov), if additional clarification is needed.

Supplemental Documentation Required for  
Fiscal Review Committee

*Contact Name:	Paul Hauser		*Contact Phone:	253-7980	
*Original Contract Number:	FA#09-25683		*Original RFS Number:	501.01-006	
Edison Contract Number: (if applicable)	2055		Edison RFS Number: (if applicable)	N/A	
*Original Contract Begin Date:	8/1/08		*Current End Date:	7/31/11	
Current Request Amendment Number: (if applicable)	<b>One (1)</b>				
Proposed Amendment Effective Date: (if applicable)	<b>8/1/11</b>				
*Department Submitting:	<b>Department of General Services</b>				
*Division:	<b>Administration</b>				
*Date Submitted:	<b>April 15, 2011</b>				
*Submitted Within Sixty (60) days:	<b>Yes</b>				
<i>If not, explain:</i>	<b>N/A</b>				
*Contract Vendor Name:	<b>Cross Gate Services, Inc.</b>				
*Current Maximum Liability:	<b>\$375,350.42</b>				
*Current Contract Allocation by Fiscal Year: (as Shown on Most Current Fully Executed Contract Summary Sheet)					
FY: 2009	FY: 2010	FY: 2011	FY: 2012	FY	FY
\$109,736.00	\$126,081.00	\$128,833.42	\$10,700.00	\$	\$
* Current Total Expenditures by Fiscal Year of Contract: (attach backup documentation from STARS or FDAS report)					
FY 2009 through FY 2011			FY:	FY	FY
<b>Total Spent = \$297,415.90</b> (see attached Edison report "TN_PU_CN028 POs by Contract ID")			\$	\$	\$
<b>IF</b> Contract Allocation has been greater than Contract Expenditures, please give the reasons and explain where surplus funds were spent:			Contract monitoring has been successful at controlling costs and preventing unnecessary expenditures. Surplus funds are minimal and remain available under the contract.		
<b>IF</b> surplus funds have been carried forward, please give the reasons and provide the authority for the carry forward provision:			N/A		
<b>IF</b> 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:	\$375,350.42		Other:	N/A
If "other" please define:					

Supplemental Documentation Required for  
Fiscal Review Committee

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?	\$639,911.75



### Cross Gate Maximum Liability Estimate by Fiscal Year

	FY 2009		FY 2010		FY 2011		FY 2012		FY 2013		FY 2014		Contract Totals
	Deliverable Cost	Annualized Cost	Deliverable Cost	Annualized Cost	Deliverable Cost	Annualized Cost	Deliverable Cost	Annualized Cost	Deliverable Cost	Annualized Cost	Deliverable Cost	Annualized Cost	
Daily	\$ 208.00	\$ 47,476.00	\$221.00	\$ 54,769.00	\$ 225.00	\$ 55,945.00	\$ 229.00	\$ 56,941.00	\$ 233.00	\$ 57,937.00	\$ 233.00	\$ 4,834.75	\$ 277,902.75
Weekly	\$ 325.00	\$ 15,491.67	\$346.00	\$ 17,908.00	\$ 352.00	\$ 18,280.00	\$ 359.00	\$ 18,640.00	\$ 367.00	\$ 19,052.00	\$ 367.00	\$ 1,590.33	\$ 90,952.00
Monthly	\$ 390.00	\$ 4,290.00	\$415.00	\$ 4,955.00	\$ 423.00	\$ 5,068.00	\$ 431.00	\$ 5,164.00	\$ 440.00	\$ 5,271.00	\$ 440.00	\$ 440.00	\$ 25,188.00
Qtrly-Carpet	\$ 1,320.00	\$ 5,280.00	\$1,386.00	\$ 5,544.00	\$ 1,413.00	\$ 5,652.00	\$ 1,441.00	\$ 5,764.00	\$ 1,441.00	\$ 5,764.00	\$ 1,441.00	\$ -	\$ 28,004.00
Qtrly-Floors	\$ 6,120.00	\$ 24,480.00	\$6,426.00	\$ 25,704.00	\$ 6,554.00	\$ 26,216.00	\$ 6,685.00	\$ 26,740.00	\$ 6,685.00	\$ 26,740.00	\$ 6,685.00	\$ -	\$ 129,880.00
Semi-Annual	\$ 8,160.00	\$ 16,320.00	\$8,568.00	\$ 17,136.00	\$ 8,739.00	\$ 17,478.00	\$ 8,914.00	\$ 17,828.00	\$ 8,914.00	\$ 17,828.00	\$ 8,914.00	\$ -	\$ 86,590.00
Snow/ice	\$ 52.00	\$ 260.00	\$55.00	\$ 275.00	\$ 56.00	\$ 280.00	\$ 57.00	\$ 285.00	\$ 57.00	\$ 285.00	\$ 57.00	\$ -	\$ 1,385.00
		<u>\$ 113,597.67</u>		<u>\$126,291.00</u>		<u>\$ 128,919.00</u>		<u>\$ 131,362.00</u>		<u>\$ 132,877.00</u>		<u>\$ 6,865.08</u>	<u>\$ 639,911.75</u>

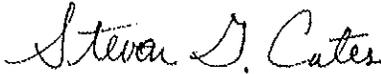
# Non-Competitive Amendment Request

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

**APPROVED**

**COMMISSIONER OF FINANCE & ADMINISTRATION**

<b>Request Tracking #</b>	501-01-006	
<b>Procuring Agency</b>	Department of General Services	
<b>Contractor</b>	Cross Gate Services, Inc.	
<b>Contract #</b>	FA-09-25683	
<b>Proposed Amendment #</b>	1	
<b>Edison ID #</b>	2055	
<b>Contract Begin Date</b>		8/1/08
<b>Current Contract End Date</b> – with ALL options to extend exercised		7/31/11
<b>Proposed Contract End Date</b> – with ALL options to extend exercised		7/31/12
<b>Current Maximum Contract Cost</b> – with ALL options to extend exercised		\$ 375,350.42
<b>Proposed Maximum Contract Cost</b> – with ALL options to extend exercised		\$ 501,641.42
<b>Office for Information Resources Endorsement</b> – information technology service (N/A to THDA)	<input checked="" type="checkbox"/> Not Applicable	<input type="checkbox"/> Attached
<b>eHealth Initiative Support</b> – health-related professional, pharmaceutical, laboratory, or imaging service	<input checked="" type="checkbox"/> Not Applicable	<input type="checkbox"/> Attached
<b>Human Resources Support</b> – state employee training service	<input checked="" type="checkbox"/> Not Applicable	<input type="checkbox"/> Attached
<b>Explanation Need for the Proposed Amendment</b>		
<p>The original contract, at clause B.2., allows one year extensions to a maximum of 5 years. This extension will be for the fourth year. The increase of the Maximum Liability allows continuation of the contract at reduced rates, without change in the Scope of Services.</p>		

<b>Request Tracking #</b>	<b>501-01-006</b>
<b>Name &amp; Address of the Contractor's Principal Owner(s) – NOT required for a TN state education institution</b> <b>Cross Gate Services, Inc., 1730 General George Patton Drive Brentwood, TN 37027</b>	
<b>Evidence Contractor's Experience &amp; Length Of Experience Providing the Service</b> Collected and evaluated during the procurement process in 2008. Cross Gate has been in the cleaning business in the State of Tennessee for 20 years.	
<b>Efforts to Identify Reasonable, Competitive, Procurement Alternatives</b> Not applicable. This contract allows extension to a maximum of 60 months; on July 31, 2011, the contract will have a 36 month history.	
<b>Justification – specifically explain why non-competitive negotiation is in the best interest of the state</b> The original Maximum Liability was sufficient for the original three year term. The increase requested will fund a one year extension, at the rates originally estimated for contract year two, with no reduction in services.	
<b>Agency Head Signature and Date – MUST be signed by the ACTUAL agency head as detailed on the current Signature Certification. Signature by an authorized signatory is acceptable only in documented exigent circumstances</b>	
 <p>Digitally signed by Steve Cates DN: cn=Steve Cates, o, ou, email=steve.cates@tn.gov, c=US Date: 2011.04.14 09:29:57 -05'00'</p>	



**AMENDMENT ONE  
OF CONTRACT #FA-09-25683**

This Amendment is made and entered by and between the State of Tennessee, Department of General Services, hereinafter referred to as the "State" and Cross Gate Services, Inc., hereinafter referred to as the "Contractor/Grantee." 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. Contract Term. This Contract shall be effective for the period commencing on August 1, 2008 and ending on July 31, 2012. 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 FIVE HUNDRED ONE THOUSAND, SIX HUNDRED FORTY-ONE DOLLARS AND FORTY-TWO CENTS (\$501,641.42). 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.

3. The text of Contract Section C.3. is deleted in its entirety and replaced with the following:

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

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

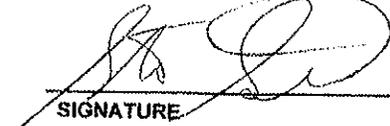
Service Description	Year 1 08/01/08 – 07/31/09	Year 2 08/01/09 – 07/31/10	Year 3 08/01/10 – 07/31/11	Year 4 08/01/11 – 07/31/12	Year 5 08/01/12 – 07/31/13
Daily Services, Per Day (Contract Section A.3 and A.4)	\$208.00	\$221.00	\$225.00	\$221.00	\$233.00
Weekly Services, Per Week (Contract Section A.5.)	\$325.00	\$346.00	\$352.00	\$346.00	\$367.00
Monthly Services, Per Month (Contract Section A.6)	\$390.00	\$415.00	\$423.00	\$415.00	\$440.00
Quarterly Services, Carpet Shampooing, Per Service (Contract Section A.7)	\$1,320.00	\$1,366.00	\$1,413.00	\$1,366.00	\$1,441.00
Quarterly Services, Scrub and Recoat Hard – Surface Flooring, Per Service (Contract Section A.7)	\$6,120.00	\$6,426.00	\$6,554.00	\$6,426.00	\$6,685.00
Semi-Annual Service, Strip and Wax, All Hard Surface Flooring, Per Service (Contract Section A.8)	\$8,160.00	\$8,568.00	\$8,739.00	\$8,568.00	\$8,914.00
Snow and Ice Removal, Per Service (Contract Section A.9)	\$52.00	\$55.00	\$56.00	\$55.00	\$57.00

\*\*\*\* The listing of rates for additional years does not guarantee a contract term of five (5) years.  
If the term extension provision is exercised, the term will be extended by amendment and the associated rates will apply.

The revisions set forth herein shall be effective on the later of August 1, 2011 or the date of final approval or by all appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

IN WITNESS WHEREOF,

Cross Gate Services, Inc.:

  
\_\_\_\_\_  
SIGNATURE

*5/11/11*  
\_\_\_\_\_  
DATE

*President*

PRINTED NAME AND TITLE OF SIGNATORY (above)

Department of General Services:

*Steven G. Cates*  
\_\_\_\_\_  
Steven G. Cates, Commissioner

Digitally signed by Steve Cates  
DN: cn=Steve Cates, o=State of TN - Department of  
General Services, ou=Commissioner,  
email=steve.cates@tn.gov, c=US  
Date: 2011.05.16 15:21:56 -05'00'

\_\_\_\_\_  
DATE

# CONTRACT SUMMARY SHEET

021908

RFS # <b>501.01-006</b>	Contract # <b>FA-09-25683-W</b>
Exhibit B	

State Agency Department of General Services	State Agency Division Property Services Management
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Contractor Name Cross Gate Services, Inc.	Contractor ID# (FEIN or SSN) <input type="checkbox"/> C- or <input checked="" type="checkbox"/> V- 621310839-00
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Service Description  
Janitorial Service in the R. S. Gass Building

Contract BEGIN Date 08/01/08	Contract END Date 07/31/11	Subrecipient or Vendor? Vendor	CFDA #
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Mark Each TRUE Statement

<input checked="" type="checkbox"/> Contractor is on STARS	<input checked="" type="checkbox"/> Contractor's Form W-9 is on file in Accounts
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Allotment Code	Cost Center	Object Code	Fund	Funding Grant Code	Funding Subgrant Code
501.01	10035	076	84		

FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2009			\$ 109,736.00		\$ 109,736.00
2010			\$ 126,081.00		\$ 126,081.00
2011			\$ 128,833.42		\$ 128,833.42
2012			\$ 10,700.00		\$ 10,700.00
<b>TOTAL:</b>		\$ -	\$ 375,350.42	\$ -	\$ 375,350.42

--- 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>Ronald A. Plumb</i>
<b>Funding Certification</b> (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)			JUL 28 2008
<b>TOTAL:</b>			
End Date			

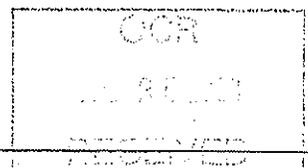
**Contractor Ownership** (complete for ALL base contracts— N/A to amendments or delegated authorities):

<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  
CROSS GATE SERVICES, INC.

This Contract, by and between the State of Tennessee, DEPARTMENT OF GENERAL SERVICES, hereinafter referred to as the "State" and CROSS GATE SERVICES, INC., hereinafter referred to as the "Contractor," is for the provision of Janitorial Services in the R.S. Gass Building, as further defined in the "SCOPE OF SERVICES."

The Contractor is FOR-PROFIT CORPORATION.

Contractor Federal Employer Identification or Social Security Number: 621310839

Contractor Place of Incorporation or Organization: 1730 General George Patton Drive, Brentwood, Tennessee 37027.

**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. **DEFINITIONS**

- a. Bright Metal Polishing - Removal of all water spots and other foreign matter from bathroom fixtures and exposed pipes.
- b. Burnishing - Buffing the floor with a high speed burnishing machine, either propane (with emissions controls) or battery operated that rotates the pads at a minimum of 2,000 RPM.
- c. Carpet Extraction (Shampoo) - Removal of dirt, gum, and all other foreign matter from carpets and rugs utilizing commercial grade carpet extraction equipment. **Bonnet cleaning is not an acceptable means of Carpet Extraction.**
- d. Carpet Vacuuming - Removal of all dirt, gum, and foreign matter from carpets and rugs by use of a vacuum cleaner.
- e. Damp Wiping - Utilizing a clean damp cloth or sponge to remove dirt, spots, streaks or smudges from walls, glass, and other surfaces leaving a clean dry surface when complete.
- f. Dusting - Complete removal of dust from surfaces utilizing dusting cloths, dusters, or vacuum cleaner.
- g. Floor Cleaning - Removal of all dirt, gum, and other foreign matter utilizing water, mops, rags, commercial floor cleaning equipment (auto scrubber).
- h. Floor Stripping - Removal of all dirt, gum, and other foreign matter as well as all wax utilizing stripping chemicals and commercial floor cleaning equipment (floor stripping machine, auto scrubber, high speed burnisher).
- i. Floor Scrubbing - Removal of all dirt, gum, and other foreign matter as well as top coat of wax utilizing appropriate scrubbing chemicals and commercial floor cleaning equipment (auto scrubber). Small areas can be hand scrubbed utilizing a mop and a wet/dry vacuum cleaner.
- j. VCT flooring - Vinyl Composition Tile is a man made surface cover.

- k. Wood Flooring - Wood floors can be Solid (one piece of wood from top to bottom), Engineered (consists of layers of wood pressed together with the grains running in different directions) and Acrylic Impregnated (process where acrylics are injected into the wood itself creating a super hard, extremely durable floor).
- l. Loading Dock - Area designated for shipping and receiving of incoming and outgoing materials and supplies.
- m. Daily Services - Services that are performed during each scheduled service. Service is normally performed five times per week (Monday – Friday between the hours of 7:30 a.m. and 4:00 p.m.).
- n. Weekly Services - Services that are performed once during the week (Between the hours of 7:30 a.m. and 4:00 p.m.).
- o. Monthly Services - Services that are performed once a month (normally between day 1 and day 30).
- p. Quarterly Services - Services that are performed once during a three month period (January – March, April – June, July – September, October – December).
- q. Semi Annual Services - Services that are performed once during a six month period (January – June, July – December).
- r. Damp Wiping - Use of a clean damp cloth or sponge to remove all dirt, spots, streaks and smudges from walls, glass and other specified surfaces and then drying to provide a polished appearance. The wetting solution shall contain an appropriate cleaning agent. When damp wiping in toilet areas, a multi-purpose (disinfectant- deodorizer) cleaner shall be used.
- s. Dusting - Dust shall not be merely moved from place to place, but removed directly from the areas in which it lies by the most effective means - appropriately treated dust cloths, vacuum tools, etc. When high dusting, dust shall not be allowed to fall from high areas onto furniture and equipment below. The following conditions shall exist after the completion of each dusting task:
  - 1. There shall be no dust streaks.
  - 2. Corners, crevices, molding and ledges shall be free of dust.
  - 3. There shall be no oils, spots or smudges on dusted surfaces caused by dusting tools.
- t. Elevator Floor Cleaning - Where floors have resilient type covering all necessary cleaning operations shall be performed to provide a clean and polished appearance. If applicable, carpeted areas shall be vacuumed nightly and extracted quarterly (once every 3 months).
- u. Moving of Furniture and Equipment - Physically relocate furniture and equipment, to provide full access to the area being serviced. And return it to original location upon completion of service.
- v. Rug and Carpet Vacuuming - Removal of dirt and debris utilizing a commercial vacuum cleaner (either a back pack vacuum or an upright vacuum).
- w. Sweeping and Dust Mopping Operations - After sweeping and dust mopping operations, all floors shall be clean and free of dust streaks. No dirt shall be left in corners, behind radiators, under furniture, behind doors, or on stair landings and treads. No dirt shall be left where sweepings were picked up. All dust mops are to be specially and properly cleaned before use to aid in the removal of dust and dirt. After dust mopping, floors are to be free of litter, debris and grit. Treatment which leaves an oil film on the floor is prohibited.

- x. Trash Removal - Removal of liner when food, drink, or trash is present. Trash liner shall fit the container to the bottom with a minimum six inch lap around the top. Liner shall be replaced whenever food or drink has been wasted.
- y. Waxing - Waxing refers to a systematic procedure to assure optimum floor maintenance. Techniques shall include proper floor care products (i.e., strippers, finishers, sealers, cleaners, and maintaining products) that are chemically compatible. A total system of matched floor care products shall be used to assure durability, wear, resistance, scrub ability, and appearance for floor surfaces. Wax shall be applied in a thin even coat and allowed to dry. The number of coats applied will depend on the type and condition of floor.
- z. Porcelain Ware and/or Stainless Steel Cleaning - Porcelain or stainless steel fixtures (drinking fountains, wash basins, urinals, toilets, etc.) shall be clean and bright; there shall be no dust, spots, stains, rust, encrustation or excess moisture. Walls and floors adjacent to fixtures shall be free of spots, drippings, and watermarks.
- aa. Work Order - A Work Order is a written document issued by the State requesting the Contractor to perform services that are at the request of the Facility Administrator (e.g. snow removal and increase/decrease of service). See Attachment 3 to the Contract.
- bb. Daily, Weekly, Monthly, Quarterly, and Semi-annual - Daily indicates services to be performed each day service is rendered. Weekly indicates services to be performed on a weekly (Monday – Friday) basis. Monthly indicates services to be performed on a monthly (between the day of the month and the last day of the month). Quarterly indicates services that are to be performed once per three month period. Semi-annual indicates services that are to be performed one during a six month period.
- cc. Public Areas - All entrances, lobbies, interior stairwells, elevators, corridors and exterior areas of the building.
- dd. Restrooms - All public restrooms (both men's and women's), locker rooms, and private toilet areas.
- ee. Scrub - Removal of all foreign material from a floor by use of a cleaning solution of water and detergent resulting in a surface free of all surface and embedded dirt (including heel marks) as well as residual cleaning solutions and films.
- ff. Hand scrubbing - The removal of all dirt, film and residue from a surface by use of a cleaning solution as described above.
- gg. Recoat – An application to include three(3) coats of wax applied to floors that have been scrubbed.
- hh. Contract Management Plan - Contract Management Plan is a plan developed by the Contractor and submitted to the Facility Administrator for approval that details the delivery schedule of the services to be performed Weekly, Monthly, Quarterly, and Semi-annually. Attachment Two to the Contract details the building specifications for the purposes of this Contract.

The Daily Performance Log will be used by the Facility Administrator to document issues concerning the level of service, and to assist when there are issues with service. Facility Administrator will grade the level of service delivered and score each area accordingly as Excellent, Fair, Unacceptable, and Critical. Contract Management Plan must be developed and approved prior to contractor performing on the contract start date.

- ii. Glass Cleaning - The Contractor is to use a tri-sodium/water solution as cleaning agent, applied by sponge and removed with a squeegee to prevent smears and streaks on windows.

In addition, all tape and other gummed articles shall be removed from window surface by means of a razor blade, or similar instrument, prior to cleaning. The Contractor, if necessary, will remove all items from the windows, utilize a drop cloth to prevent watermarks, and upon completion of the cleaning, replace items moved. All blinds and drapes may be removed by the contractor to permit easy access to the window for cleaning and to prevent damage by water and/or unnecessary handling. Blinds and drapes are to be replaced and secured in their original position.

A.3. DAILY REQUIREMENTS

a. Emptying waste receptacles

- 1) When removing trash from public areas, offices and cubicles, the Contractor shall utilize a lined container on wheels. Trash liner shall fit the container to the bottom with a minimum six inch lap around the top. Liner shall be replaced whenever food or drink has been wasted.
- 2) Empty sand urns and waste paper receptacles of trash and cigarette butts, replacing sand and plastic liners where required. Plastic liners are to be used in all waste paper receptacles.
- 3) Empty recycling bins as directed by the Facility Administrator. The emptying of recycling bins shall consist of: transporting the recycling bins from their designated floors to the recycle room; emptying the contents of the bins into the containers provided; and returning the bins to their proper floor and location.
- 4) Contractor shall replace liner when:
  - a) liner(s) has trash
  - b) liner(s) are wet
  - c) liner(s) has foreign substance
- 5) Contractor is required to have an extra liner dry and free from foreign substance in each receptacle.
- 6) The Contractor shall wash receptacles when needed.

b. Glass cleaning shall include all entrance and exit doors, and adjacent glass. Glass shall be cleaned from floor to as high as possible without using a ladder (approximately 7 to 8 feet above the floor). The requirement shall mean the glass shall be cleaned on the inside and outside of the glass, were applicable.

c. Clean and shine drinking fountains, Contractor shall refer to bright metal polishing definition, for this procedure.

- 1) wash and disinfect all drinking fountains and dry shine to prevent spotting.
- 2) polish the bright metal.

d. Break room

- 1) clean sinks
- 2) wipe down countertops
- 3) wipe down tables
- 4) vacuum and spot clean carpeted areas
- 5) sweep clean and spot mop hard surface floors
- 6) empty trash receptacles and replace with a clean and dry liner. An extra clean and dry liner shall be placed in the bottom of the receptacle free from any foreign matter.
- 7) wet mop and burnish VCT floor

e. Outside servicing

- 1) Sweep outside entry ways, pick-up and remove debris, and all foreign matter.
- 2) Clear steps of debris
- 3) Empty trash and cigarette receptacles
- 4) Pick up and remove debris around building and in parking lot, which shall include litter and cigarette butts from upper and lower paved decks, steps, walkways, etc.

- f. Floors
  - 1) Vacuum all carpeted areas
  - 2) Dust mop all corridors
  - 3) Sweep, wash, and burnish all hard surface floors (remove all gum)
  - 4) Vacuum all external/internal mats (rugs) at points of ingress/egress
- g. Dusting
  - 1) Dust all furniture
  - 2) Dust all high and low partitions
- h. Stairwells – Sweep clean and spot mop spillage
- i. Elevators
  - 1) dust elevator walls and doors with a treated cloth
  - 2) sweep, wet mop and spray buff hard surface floors.
  - 3) vacuum carpeted floors.
  - 4) dust wipe and dry shine brass railings on back and side wells.
  - 5) clean elevator tracks, to be free of debris
- j. Loading Docks (Where Applicable)
  - 1) sweep loading docks.
  - 2) pick up and remove trash around loading dock areas.
- k. Restrooms
  - 1) Sweep and mop all restroom floors
  - 2) Vacuum all carpeted areas
  - 3) Empty waste receptacles, and replace plastic liners (ensure use of proper sized plastic liners). Plastic liners to be used in all waste paper receptacles.
  - 4) Clean mirrors and glass
  - 5) Clean toilet and urinals with disinfectant detergent, inside and out
  - 6) Clean bright metal hardware.
  - 7) Clean stall dividers and walls
  - 8) Clean door interiors
  - 9) Clean wash basins
  - 10) Damp wipe and polish pipes under wash basins
  - 11) Restock or refill towel, tissue, and soap dispensers

A.4. Health Laboratory Areas – Daily Requirements

"Laboratory Areas" shall mean all space used for laboratory or clinical purposes off public corridor areas. These areas shall include enclosed laboratory, laboratory "kitchens", pharmacies, clinics, laboratory offices and laboratory storage areas.

**NOTE: Do not touch or handle "red bags" under any circumstances. "Red bags" contain hazardous waste such as used needles and are excluded from these cleaning requirements.**

**Do not touch test tubes or bottles.**

**Do not touch countertops, lab tops, lab work surfaces or desktops inside laboratory areas.**

**CLOSED AND/OR LOCKED LABORATORY AREAS SHALL NOT BE CLEANED. DO NOT CLEAN A LABORATORY AREA IF THE DOOR TO THE AREA IS LOCKED OR MARKED.**

- a. Floors

dust mop, wet mop, and spray buff hard surface floors.

- b. Waste Receptacles  
empty all regular trash receptacles, replace in proper position, and replace plastic liners as needed.
- c. Drains in Laboratory Areas  
flush floor drains with clean water.
- d. Hazardous waste  
If a spill is discovered, someone from the lab must make sure it is ok to clean the area.

A.5. WEEKLY REQUIREMENTS

- a. Spot wash walls and doors
- b. Dust pictures
- c. Dust window sills, frames and blinds
- d. Damp wipe wastepaper receptacles in break room and restrooms inside and out
- e. Clean all return and supply air grills and door grills
- f. Clean floors and sinks in janitor's closets
- g. Clean carpeted floors of elevators (Extraction method)
- h. Clean bright metal hardware in shower stalls, and remove soap scum from floors, partitions, walls, doors, etc. and disinfect.
- i. Scrub restroom floors, clean baseboard grouting to eliminate residue
- j. Clean all clear, opaque or frosted glass pictures and bookcases, etc.
- k. Damp wipe window sills

A.6. MONTHLY REQUIREMENTS

- a. Mop stairwells
- b. Sweep outdoor walls to ceiling
- c. Wet mop loading dock (or pressure wash with approval)
- d. Clean baseboards
- e. Wet mop all janitor's closets
- f. Dust fire equipment and exit lights
- g. Porcelain Ware and/or Stainless Steel Cleaning

A.7. QUARTERLY REQUIREMENTS

- a. Carpet shampooing and extraction in all carpeted areas, including assembly areas and elevators (Bonnet cleaning is not acceptable).
- b. Scrub and recoat all hard-surface flooring in corridor areas, lobby areas and entrances. Move furniture and waste receptacles out of hallway, return upon completion of recoat. Floor shall be scrubbed and recoated with three (3) coats of floor finish.

A.8. SEMI-ANNUAL REQUIREMENTS (Contractor to provide schedule to Facility Administrator for approval)

- a. Strip and wax all hard-surface flooring in corridor areas, lobby areas, entrances, and ground floor.

A.9. SPECIAL REQUEST SERVICES

- a. Snow and Ice Removal. Snow and Ice Removal will be provided on an as-needed basis during inclement weather conditions as determined by the Facility Administrator. It is anticipated that inclement weather conditions will exist during the months of December 1st through March 31st.

Upon the request of the Facility Administrator, the Contractor shall provide, within a maximum of two (2) hours, personnel to remove snow and ice from building sidewalks and entrance ways. The Contractor shall utilize the most effective means available (i.e., shovel, snow blower, non-corrosive chemical product supplied by the State).

The service rate for performing snow and ice removal shall include all labor, equipment, tools and incidental supplies necessary to complete the work.

A.10. CONTRACT MANAGEMENT PLAN

- a. Daily Performance Log, the Facility Administrator will use a Daily Performance Log to document issues recognized as improper service issues. See Attachment Four to the Contract.
- b. Schedule of Weekly, Monthly, Quarterly, and Semi-annual tasks, developed by Contractor and presented to Facility Administrator for approval within one (1) week of starting services and updated quarterly thereafter.

A.11. CONTRACTOR REQUIREMENTS

- a. The Contractor shall furnish all uniforms (minimum shirt or smock) and identification card for custodial employees. NOTE: ALL EMPLOYEES WILL BE REQUIRED TO WEAR UNIFORMS AND IDENTIFICATION BADGES THAT ARE CLEARLY VISIBLE.
- b. The Contractor shall provide the Facility Administrator with a current list of employees scheduled and approved to work in the building. Contractor will provide updated list to Facility Administrator anytime a new employee is added or deleted from the building.
- c. The Contractor shall provide the following equipment to be used for the purposes of this contract:
  - 1) Vacuums - Commercial grade carpet and floor HEPA (High -Efficiency Particulate Air) rated vacuum as well as HEPA filter.
  - 2) Mops - Commercial grade cotton 32 ounce.
  - 3) Dust Mops (minimum width of 30")
  - 4) Dusters (feather, lambs wool, or other appropriate material).
  - 5) Commercial Grade buckets (Trash Receptacle) with rollers.
  - 6) Mop Buckets - Commercial grade with wheels
  - 7) Mop Wringers - Commercial grade that attaches to Mop Bucket that will support 32 ounce mops
  - 8) Floor Burnisher - Burnisher can be propane burnisher with emissions controls or battery operated. Maximum operating speed must be a minimum of 2000 RPM.
  - 9) Auto Scrubber - 26" (two 13" pad drivers) Battery operated with a minimum fresh water tank of 15 gallons.
- d. Carpet Cleaning: Shampoo (Wet and Dry)  
The Contractor shall safely and thoroughly clean rugs and carpets by using a commercially rated vacuum or cleaning machine capable of removing all foreign matter. Rugs and carpets shall be vacuumed (total surface area) before and after shampooing. In addition, pre-spot all stains prior to shampooing.
- e. Carpet Cleaning: Extraction (Shampoo) The Contractor shall safely and thoroughly clean rugs and carpets by using a commercially rated vacuum or cleaning machine capable of removing all foreign matter. Rugs and carpets shall be vacuumed (total surface area) before and after shampooing. In addition, pre-spot all stains prior to shampooing. Rugs and carpets shall be thoroughly vacuumed by a commercially rated vacuum machine capable of removing all embedded foreign matter. Pre-spot all stains prior to extraction. The extraction process shall not cause shrinkage of rugs or carpeting or affect their appearance or durability. The extraction process shall remove all traces of dirt, grime and soil leaving rugs and carpeting free from all residual or foreign matter, utilizing commercial grade carpet extraction equipment. **Bonnet cleaning is not an acceptable alternative to Carpet Extraction.**

The Contractor shall be fully responsible for the correction of any damage or faulty workmanship caused by the Contractor's method of cleaning. The carpet under all furniture is to be extracted as well as exposed carpet. The Contractor shall be responsible for moving furniture. When necessary, rugs and carpeting will be brushed to restore flattened pile.

The State reserves the right to allow others besides the awarded Contractor to perform carpet extraction outside the stated frequencies if deemed appropriate. Payment will be made only to the vendor who performs that service.

- f. Wet Mopping - All floors shall be properly prepared. They shall be thoroughly swept to remove visible dirt and debris. Gum, tar, and similar substances shall be removed from the floor surface. On completion of mopping the floor shall be clean and free of dirt, water streaks, mop marks, strings, etc. and shall be properly rinsed and dry mopped to present an overall appearance of cleanliness. All surfaces shall be dry and corners and cracks shall be clean. The Contractor shall use a heavy wet mop for hallways, and a small, light mop for corners and detail cleaning.
- g. Burnishing - All floors shall be properly wet mopped and dry. Contractor will utilize a high speed propane burnisher (equipped with emissions control) or a battery operated floor burnisher that rotates at a minimum of 2000 RPM. Corridor halls and VCT floors will be burnished nightly. All floors that are burnished will receive a final dust mop.
- h. Porcelain Ware and/or Stainless Steel Cleaning - Porcelain or stainless steel fixtures (drinking fountains, wash basins, urinals, toilets, etc.) shall be clean and bright; there shall be no dust, spots, stains, rust, encrustation or excess moisture. Walls and floors adjacent to fixtures shall be free of spots, drippings, and watermarks.
- j. Daily, Weekly, Monthly, Quarterly, and Semi-annual - If scheduled service for any workday falls on a legal holiday or the Contractor is not able to perform services due to weather conditions, power outages, or any other conditions in the building(s) that prohibits the work from being performed this service should be rescheduled by the Contractor and approved by the Facility Administrator, to be performed on a different day of that week. Unless otherwise stated, services shall be performed between the hours of 7:30 a.m. and 4:00 p.m. The schedule for performing services shall be developed by the Contractor and approved by the Facility Administrator.

#### A.12. STATE RESPONSIBILITY

- a. The State will provide custodial supplies that will include but not limited to the following:
  - 1. Trash can liners;
  - 2. Sand (for sand urns);
  - 3. Hand towels;
  - 4. Toilet tissue;
  - 5. Boxed soap for soap dispensers;
  - 6. Liquid soap for soap dispensers; and
  - 7. Wax lined sanitary napkin bags.
- b. The State shall provide all consumable cleaning supplies, but not necessarily limited to such as waxes, cleansers, shampoos, paper products, trash liners, ice melt, etc.
- c. The State will provide secured custodial storage space for the Contractor's equipment and supplies.

#### A.13. SPECIAL INSTRUCTIONS FOR THE BUILDING

- a. ABSOLUTELY NO EATING OR DRINKING IN BUILDING AREAS EXCEPT WHERE DESIGNATED. SMOKING NOT ALLOWED IN BUILDING OR WITHIN 50 FEET OF THE BUILDING ENTRANCES.
- b. Only employees of Contractor allowed. No children, friends or unauthorized persons allowed on premises.
- c. Do not touch or manipulate instruments, equipment, gas cylinders or gauges.
- d. Do not touch test tubes, bottles, flasks, slides, plates or containers.
- e. Do not touch "red bags."
- f. Do not touch telephones, computers, printers, copiers, terminals or other electronic - office equipment.
- g. At the discretion of the State, any employee of the Contractor who violates these instructions may not be permitted on the premises again.

A.14. **CONTRACT INCREASE/DECREASES**

The State reserves the right to increase or decrease as necessary the amount of service or the number of work hours to be provided/performed as a part of this Contract. The State shall give the Contractor at least thirty (30) days notice of any such changes, or in the event of unforeseen situations, as much notice as may be practicable.

In the event that the State finds it necessary to make a permanent increase/decrease to the amount of service to be provided as a part of this Contract, the amount to be compensated to the Contractor shall be negotiated and a contract amendment issued.

B. **CONTRACT TERM:**

B.1. Contract Term. This Contract shall be effective for the period commencing on August 1, 2008 and ending on July 31, 2011. 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 THREE HUNDRED SEVENTY-FIVE THOUSAND, THREE HUNDRED AND FIFTY DOLLARS AND FORTY-TWO CENTS (\$375,350.42). 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 08/01/08 – 07/31/09	Year 2 08/01/09 – 07/31/10	Year 3 08/01/10 – 07/31/11	Year 4 08/01/11 – 07/31/12	Year 5 08/01/12 – 07/31/13
Daily Services, Per Day (Contract Section A.3 and A.4)	\$208.00	\$221.00	\$225.00	\$229.00	\$233.00
Weekly Services, Per Week (Contract Section A.5.)	\$325.00	\$346.00	\$352.00	\$359.00	\$367.00
Monthly Services, Per Month (Contract Section A.6)	\$390.00	\$415.00	\$423.00	\$431.00	\$440.00
Quarterly Services, Carpet Shampooing, Per Service (Contract Section A.7)	\$1,320.00	\$1,386.00	\$1,413.00	\$1,441.00	\$1,441.00
Quarterly Services, Scrub and Recoat Hard –Surface Flooring, Per Service (Contract Section A.7)	\$6,120.00	\$6,426.00	\$6,554.00	\$6,685.00	\$6,685.00
Semi-Annual Service, Strip and Wax, All Hard Surface Flooring, Per Service (Contract Section A.8)	\$8,160.00	\$8,568.00	\$8,739.00	\$8,914.00	\$8,914.00
Snow and Ice Removal, Per Service (Contract Section A.9)	\$52.00	\$55.00	\$56.00	\$57.00	\$57.00

\*\*\*\* The listing of rates for additional years does not guarantee a contract term of five (5) years. If the term extension provision is exercised, the term will be extended by amendment and the associated rates 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  
Property Services Management  
630 Hart Lane  
Nashville, Tennessee 37243

b. The Contractor agrees that each invoice submitted shall clearly and accurately (all calculations must be extended and totaled correctly) detail the following required information.

- (1) Invoice/Reference Number (assigned by the Contractor);
- (2) Invoice Date;
- (3) Invoice Period (period to which all invoiced charges are applicable);
- (4) Contract Number (assigned by the State to this Contract);
- (5) Account Name: DEPARTMENT OF GENERAL SERVICES, PROPERTY SERVICES 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 thirty (30) 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. 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:

John Watson, Facility Administrator  
Department of General Services  
Property Services Management  
R. S. Gass Building  
630 Hart Lane  
Nashville, Tennessee 37216  
[john.watson@state.tn.us](mailto:john.watson@state.tn.us)  
Telephone # (615)744-4093  
FAX # (615)262-6131

The Contractor:

Steve Southard, President  
Cross Gate Services, Inc.  
1730 General George Patton Drive  
Brentwood, Tennessee 37027  
[ssouthard@crossgateservices.com](mailto:ssouthard@crossgateservices.com)  
Telephone # (615)373-4712  
FAX # (615)370-9216

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. 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.
- 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. HIPAA Compliance. The State and Contractor shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its accompanying regulations.
- a. Contractor warrants to the State that it is familiar with the requirements of HIPAA and its accompanying regulations, and will comply with all applicable HIPAA requirements in the course of this Contract.
  - b. Contractor warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by HIPAA and its regulations, in the course of performance of the Contract so that both parties will be in compliance with HIPAA.
  - c. The State and the Contractor will sign documents, including but not limited to business associate agreements, as required by HIPAA and that are reasonably necessary to keep the State and Contractor in compliance with HIPAA. This provision shall not apply if information received by the State under this Contract is NOT "protected health information" as defined by HIPAA, or if HIPAA permits the State to receive such information without entering into a business associate agreement or signing another such document.
- E.8. 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.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. 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.11. 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.12. 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-501.01-006 (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.13. 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.14. Background Check  
The Contractor shall provide a TBI background check on all janitorial personnel working under this Contract, at no cost to the State. All background checks shall be completed prior to the Contract start date and submitted to the State, for review and approval. New employees added to the Contract, during the Contract period, shall also have background checks completed, and submitted to the State for review and approval prior to the new employee performing janitorial services at the facility. Based on results of the TBI background check, the State maintains the right to disapprove any Contractor's employee. Disapproved Contractor employees will not

perform services at any state building serviced by the Contractor. The Contractor will maintain written records of all background checks and will make them available to the State as required.

The State maintains the right to deny acceptance of any of the Contractor's employee for any reason. Upon notification vendor will have 48 hours to remove and replace any Contractor employee identified by the State as unacceptable. The responsibility for notifying the affected Contractor's employee will remain with the Contractor.

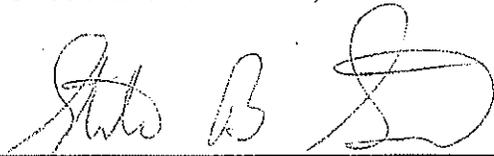
E.15. Increases/Decreases to Amount of Service

The State reserves the right to increase or decrease, as necessary, the amount of service to be provided under this Contract. The State shall give the Contractor thirty (30) days notice, or in the event of unforeseen situations, as much notice as may be practicable. Such increases/decreases can be of two (2) types:

- a. Short term and temporary (less than 180 days)  
The State shall issue a Work Order (see Contract Section A.2.aa and Pro forma Attachment 3) notifying the Contractor of the change being made and an estimate, if known, of the length of time the change will be in effect.
- b. Permanent (180 days or longer)  
In the event that State finds it necessary to make a permanent change, the fiscal impact of that change shall be negotiated by the parties hereto and a Contract Amendment shall be prepared and executed.

IN WITNESS WHEREOF:

CROSS GATE SERVICES, INC.:



8/4/08

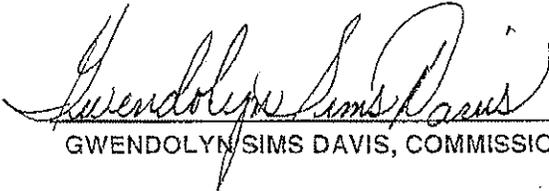
CONTRACTOR SIGNATURE

DATE

STEVE SOUTHARD PRESIDENT

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

DEPARTMENT OF GENERAL SERVICES:



8-5-08

GWENDOLYN SIMS DAVIS, COMMISSIONER

DATE

APPROVED:

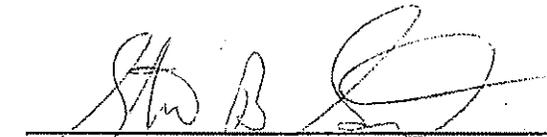
*M. D. Goetz, Jr. / sc* *8/7/08*  
\_\_\_\_\_  
M. D. GOETZ, JR., COMMISSIONER DATE  
DEPARTMENT OF FINANCE AND ADMINISTRATION

*John G. Morgan* *8/11/08*  
\_\_\_\_\_  
JOHN G. MORGAN, COMPTROLLER OF THE TREASURY DATE

**ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE**

SUBJECT CONTRACT NUMBER:	
CONTRACTOR LEGAL ENTITY NAME:	CROSS GATE SERVICES INC.
FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number)	62-1310839

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.

STEPHEN B. SOUTHARD PRESIDENT  
 \_\_\_\_\_  
 PRINTED NAME AND TITLE OF SIGNATORY

7/16/09  
 \_\_\_\_\_  
 DATE OF ATTESTATION

ATTACHMENT TWO

DR. R. S. GASS BUILDING  
(Approximate Cleaning Square Footage)

Approximate Cleaning Square Footage Building:	80,000
Public Area and Restroom Area Cleaning Square Footage:	23,000
Office Area Cleaning Square Footage:	57,000
Population of Building	155
Number of Restrooms:	18
Percent Carpeted Area:	15%
Percent Hard Surface Flooring:	85%
Number of Floors:	8



ATTACHMENT FOUR.

DAILY PERFORMANCE LOG

Date: \_\_\_\_\_

DAILY REQUIREMENTS				
	<u>Excellent</u>	<u>Fair</u>	<u>Unacceptable</u>	<u>Critical</u>
Emptying waste receptacles(including Laboratory Areas)				
Clean door glass				
Clean and shine				
Break room				
Outside servicing				
Floors(including Laboratory Areas)				
Dusting				
Stairwells				
Elevators				
Loading Docks				
Restrooms				
Drains in Laboratory Areas				

Comments:

Facility Administrator Signature: \_\_\_\_\_

Date: \_\_\_\_\_



# CROSS GAIT'E *Services, Inc.*

July 22, 2008

Terry Hill  
RFP Coordinator  
State of Tennessee  
Department of General Services  
Purchasing Division  
3<sup>rd</sup> Floor William R. Snodgrass Tennessee Tower  
312 Rosa L. Parks Avenue  
Nashville, TN 37243

Dear Terry:

This letter will confirm our commitment to partner with C & P Janitorial Services for the contract at the R. S. Gass Building.

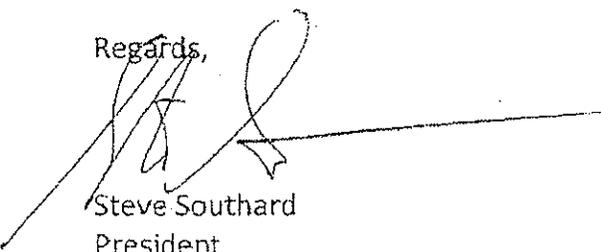
The following services will be subcontracted to C & P Janitorial Services:

- Quarterly Services, Carpet Shampooing
- Quarterly Services, Scrub and Recoat Hard-Surface Flooring
- Semi-Annual Services, Strip and Wax, All Hard-Surface Flooring

Total compensation for C & P Janitorial Services covered under the 5 year contract will be \$232,250.00.

Please contact me if any questions arise.

Regards,



Steve Southard  
President

cc: Gene Campbell  
Marge Barraclough  
Carolyn Clay  
Wynedka Palmer