CONTRACT #20
RFS # 317.01-03016
Edison # 20970

Department of Finance and Administration
Office for Information Resources (OIR)

VENDOR:
Linc Government Service, LLC

STATE OF TENNESSEE
DEPARTMENT OF FINANCE AND ADMINISTRATION
OFFICE FOR INFORMATION RESOURCES
901 FIFTH AVENUE NORTH
NASHVILLE, TENNESSEE 37243
(615) 741-3735
FAX (615) 532-0471

LARRY B. MARTIN
COMMISSIONER

MARK BENGEL
CHIEF INFORMATION OFFICER

November 19, 2014

Chairman Bill Ketron
Fiscal Review Committee
8th Floor, Rachel Jackson Bldg.
Nashville, TN

Attention: Mrs. Leni Chick

Dear Chairman Ketron:

Please find attached, for the Fiscal Review Committee's consideration, documentation of an Amendment request pertaining to the State's contract with Linc Government Services, LLC for the provision of Data Center Facility Management services to both of the State's data centers. The Department of Finance and Administration respectfully requests to be placed on the agenda to present this request at the next Fiscal Review Committee meeting.

This amendment accomplishes the following:

- ABM Government Services, LLC has purchased Linc Government Services, LLC and they have completed a name change on their license with the Tennessee Board for Licensing Contractors. This amendment is to recognize the name change and to update the contact information for both the State and the Contractor.

Thank you for your consideration of this request. We look forward to appearing before the Committee at its next scheduled meeting.

Sincerely,

Ron Grove
Executive Director
IT Solutions Innovation

Supplemental Documentation Required for Fiscal Review Committee

*Contact Name:	Michael Dow	*Contact Phone:	532-8194
*Presenter's name(s):	Lee Gregory		
Edison Contract Number: (*if applicable*)	20970	RFS Number: (*if applicable*)	31701-03016
*Original or Proposed Contract Begin Date:	June 21, 2010	*Current or Proposed End Date:	June 20, 2015
Current Request Amendment Number: (*if applicable*)	1		
Proposed Amendment Effective Date: (*if applicable*)	January 19, 2015		
*Department Submitting:	Finance and Administration		
*Division:	Office for Information Resources		
*Date Submitted:	November 19, 2014		
*Submitted Within Sixty (60) days:	Yes		
If not, explain:			
*Contract Vendor Name:	Linc Government Services, LLC		
*Current or Proposed Maximum Liability:	$14,313,331.00		
*Estimated Total Spend for Commodities:	$0.00		

*Current or Proposed Contract Allocation by Fiscal Year:
(as Shown on Most Current Fully Executed Contract Summary Sheet)

FY: 2010	FY: 2011	FY: 2012	FY: 2013	FY: 2014	FY: 2015
$100,000.00	$2,890,848	$2,890,848	$2,890,848	$2,890,848	$2,649,939

*Current Total Expenditures by Fiscal Year of Contract:
(attach backup documentation from Edison)

FY: 2010	FY: 2011	FY: 2012	FY: 2013	FY: 2014	FY: 2015
$0.00	$1,512,439.84	$1,829,758.81	$1,657,199.58	$1,057,758.85	$698,139.81

IF Contract Allocation has been greater than Contract Expenditures, please give the reasons and explain where surplus funds were spent:	The yearly contract allocations were estimates. Actual usage different from the estimates.
IF surplus funds have been carried forward, please give the reasons and provide the authority for the carry forward provision:	Surplus funds were not carried forward.
IF Contract Expenditures exceeded Contract Allocation, please give the reasons and explain how funding was acquired to pay the overage:	Contract Expenditures did not exceed Contract Allocation.

*Contract Funding Source/Amount:

		Federal:	

Supplemental Documentation Required for Fiscal Review Committee

State:			
Interdepartmental:	$14,313,331.00	*Other*:	
If "*other*" please define:			
If "*interdepartmental*" please define:		OIR charges State agencies for various information technology services.	

Dates of All Previous Amendments or Revisions: (*if applicable*)	Brief Description of Actions in Previous Amendments or Revisions: (*if applicable*)
N/A	

Method of Original Award: (*if applicable*)	RFP
*What were the projected costs of the service for the entire term of the contract prior to contract award? How was this cost determined?	These services were previously provided by General Services and therefore, projected costs could not be determined by a private vendor. The Maximum Liability was determined by the cost proposal "Total Evaluation Cost Amount".
*List number of other potential vendors who could provide this good or service; efforts to identify other competitive procurement alternatives; and the reason(s) a sole-source contract is in the best interest of the State.	N/A

FY2010-2015 Payments against a

Unit	Sum Merchandise Amt	Edison Contract ID	Vendor ID	Vendor Name	Type	PO ID	Voucher ID	Invoice	Date	Fiscal Year
31701	$0.00	20970	0000127517	LINC Government Services LLC						2010
31701	$96,701.77	20970	0000127517	LINC Government Services LLC	DFA	0000010323	00028159	00090500-0710-01RB	9/30/2010	2011
31701	$135,974.00	20970	0000127517	LINC Government Services LLC	DFA	0000010803	00028975	00090500-0810-02	10/22/2010	2011
31701	$139,406.68	20970	0000127517	LINC Government Services LLC	DFA	0000011252	00030409	00090500-1010-4	12/3/2010	2011
31701	$141,465.20	20970	0000127517	LINC Government Services LLC	DFA	0000013018	00036359	00090500-0211-09	4/1/2011	2011
31701	$145,632.88	20970	0000127517	LINC Government Services LLC	DFA	0000011829	00032512	00090500-1110-05	12/31/2010	2011
31701	$154,219.20	20970	0000127517	LINC Government Services LLC	DFA	0000010857	00029169	00090500-0910-03	11/3/2010	2011
31701	$163,015.98	20970	0000127517	LINC Government Services LLC	DFA	0000013415	00037822	00090500-0311-10V2	4/22/2011	2011
31701	$174,359.80	20970	0000127517	LINC Government Services LLC	DFA	0000012719	00035436	00090500-0111-07	3/4/2011	2011
31701	$179,506.67	20970	0000127517	LINC Government Services LLC	DFA	0000012216	00033891	00090500-1210-06	2/3/2011	2011
31701	$182,157.66	20970	0000127517	LINC Government Services LLC	DFA	0000013770	00039226	00090500-0411-11	6/3/2011	2011
	$1,512,439.84									
31701	$138,734.25	20970	0000127517	LINC Government Services LLC	DFA	0000015587	00043939	00090500-0711-14	9/7/2011	2012
31701	$154,524.28	20970	0000127517	LINC Government Services LLC	DFA	0000018709	00052275	3957473	7/5/2012	2012
31701	$159,475.99	20970	0000127517	LINC Government Services LLC	DFA	0000017312	00049195	3415772	2/9/2012	2012
31701	$165,032.16	20970	0000127517	LINC Government Services LLC	DFA	0000017665	00050214	3080030 RV1	4/3/2012	2012
31701	$175,005.15	20970	0000127517	LINC Government Services LLC	DFA	0000016982	00048290	3186379	1/5/2012	2012
31701	$182,444.67	20970	0000127517	LINC Government Services LLC	DFA	0000014697	00042639	00090500-0611-13	8/3/2011	2012
31701	$190,360.43	20970	0000127517	LINC Government Services LLC	DFA	0000017627	00050213	3521933 RV1	4/16/2012	2012
31701	$193,685.98	20970	0000127517	LINC Government Services LLC	DFA	0000018399	00051632	3754102	6/8/2012	2012
31701	$219,872.15	20970	0000127517	LINC Government Services LLC	DFA	0000014670	00042638	00090500-0511-12	7/29/2011	2012
31701	$250,623.75	20970	0000127517	LINC Government Services LLC	DFA	0000017893	00050321	3637137	4/11/2012	2012

	$1,829,758.81									
31701	$142,755.08	20970	0000127517	LINC Government Services LLC	DFA	0000020262	00055134	4306821	11/30/2012	2013
31701	$143,239.83	20970	0000127517	LINC Government Services LLC	DFA	0000019111	00052767	4095714	8/3/2012	2013
31701	$143,846.43	20970	0000127517	LINC Government Services LLC	DFA	0000021629	00058667	5118355	6/4/2013	2013
31701	$143,859.74	20970	0000127517	LINC Government Services LLC	DFA	0000020212	00055074	4430215	11/30/2012	2013
31701	$145,493.96	20970	0000127517	LINC Government Services LLC	DFA	0000020266	00055133	4203716	11/30/2012	2013
31701	$145,883.49	20970	0000127517	LINC Government Services LLC	DFA	0000021779	00059207	5345944	7/3/2013	2013
31701	$146,707.62	20970	0000127517	LINC Government Services LLC	DFA	0000020925	00056753	4770786	2/28/2013	2013
31701	$148,418.48	20970	0000127517	LINC Government Services LLC	DFA	0000021708	00058911	4994528	6/18/2013	2013
31701	$148,522.24	20970	0000127517	LINC Government Services LLC	DFA	0000020263	00055132	4546740	12/4/2012	2013
31701	$154,364.58	20970	0000127517	LINC Government Services LLC	DFA	0000020500	00057399	4648241	3/25/2013	2013
31701	$194,108.13	20970	0000127517	LINC Government Services LLC	DFA	0000021520	00058665	4894532	6/4/2013	2013
	$1,657,199.58									
31701	$143,393.63	20970	0000127517	LINC Government Services LLC	DFA	0000023432	00062493	5919110	12/11/2013	2014
31701	$144,287.30	20970	0000127517	LINC Government Services LLC	DFA	0000023098	00061537	5805951	10/23/2013	2014
31701	$144,596.78	20970	0000127517	LINC Government Services LLC	DFA	0000024045	00064977	6502690	5/5/2014	2014
31701	$145,579.58	20970	0000127517	LINC Government Services LLC	DFA	0000023952	00064632	6395288	4/10/2014	2014
31701	$149,840.86	20970	0000127517	LINC Government Services LLC	DFA	0000023809	00063970	6262741	3/7/2014	2014
31701	$151,315.23	20970	0000127517	LINC Government Services LLC	DFA	0000022673	00060540	5463996	8/29/2013	2014
31701	$178,745.47	20970	0000127517	LINC Government Services LLC	DFA	0000024601	00066212	6742043	7/7/2014	2014
	$1,057,758.85									
31701	$208,860.23	20970	0000127517	LINC Government Services LLC	DFA	0000025279	00068047	7092569	10/2/2014	2015
31701	$232,189.27	20970	0000127517	LINC Government Services LLC	DFA	0000025085	00067650	6976884	9/12/2014	2015
31701	$257,090.31	20970	0000127517	LINC Government Services LLC	DFA	0000025019	00067099	6865857	8/18/2014	2015
	$698,139.81									
	$6,755,296.89									

STATE OF TENNESSEE
DEPARTMENT OF COMMERCE AND INSURANCE
BOARD FOR LICENSING CONTRACTORS
500 JAMES ROBERTSON PARKWAY
NASHVILLE, TN 37243-1150
(615) 741-8307 OR (800) 544-7693 OR FAX (615) 532-2868
WEBSITE: WWW.TN.GOV/COMMERCE/BOARDS/CONTRACTORS/
EMAIL: CONTRACTOR.RENEWAL@TN.GOV

October 31, 2014

RE: ABM GOVERNMENT SERVICES, LLC
101 WALTON WAY
HOPKINSVILLE, KY 42240

This is to verify that the above referenced company is licensed with the Board for Licensing Contractors, with the following status:

LICENSE #: 50868
CLASSIFICATION(S): BC;
MONETARY LIMIT: UNLIMITED
QUALIFYING AGENT: WILLIAM SCOTT
EXPIRATION DATE: 04/30/2016
LICENSE STATUS: Active - Fully Licensed

The contractors license is forthcoming. Should you need additional information, please contact me at (800) 544-7693.

Sincerely,

Kathy Holliman

Kathy Holliman

Contractors Board

cy14-4341

Amendment Request

Route a completed request, as one file in PDF format, via e-mail attachment sent to: Agsprs.Agsprs@tn.gov

APPROVED	
Michael F. Perry (ccb)	
CHIEF PROCUREMENT OFFICER	DATE

Request Tracking #	31701-03016
1. Procuring Agency	Department of Finance and Administration
2. Contractor	Linc Government Services, LLC
3. Contract #	FA1031758
4. Proposed Amendment #	1
5. Edison ID #	20970
6. Contract Begin Date	June 21, 2010
7. Current Contract End Date *– with ALL options to extend exercised*	June 20, 2015
8. Proposed Contract End Date *– with ALL options to extend exercised*	June 20, 2015
9. Current Maximum Contract Cost *– with ALL options to extend exercised*	$ 14,313,331.00
10. Proposed Maximum Contract Cost *– with ALL options to extend exercised*	$ 14,313,331.00
11. Office for Information Resources Pre-Approval Endorsement Request *– information technology service (N/A to THDA)*	☒ Not Applicable ☐ Attached
12. eHealth Pre-Approval Endorsement Request *– health-related professional, pharmaceutical, laboratory, or imaging*	☒ Not Applicable ☐ Attached
13. Human Resources Pre-Approval Endorsement Request *– state employee training service*	☒ Not Applicable ☐ Attached
14. Explanation Need for the Proposed Amendment Contractor's name changed from Linc Government Services, LLC to ABM Government Services, LLC.	
15. Name & Address of the Contractor's Principal Owner(s) *– NOT required for a TN state education institution* William H. Scott, Jr.	

Request Tracking #	31701-03016
ABM Government Services, LLC 101 Walton Way Hopkinsville, KY 42240	
16. Evidence Contractor's Experience & Length Of Experience Providing the Goods or Services The Contractor has been providing these services since June 21, 2010.	
17. Efforts to Identify Reasonable, Competitive, Procurement Alternatives An effort to identify alternatives was unnecessary. This contract ends June 20, 2015, and F&A has already published an RFP to replace this contract in January 2015.	
18. Justification ABM Government Services LLC has purchased Linc Government Services LLC and they have completed a name change on their license with the Tennessee Board for Licensing Contractors. We are now amending their contract with F&A to recognize the Contractor's name change.	
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 circumstances* Larry B. Martin 3/1	

CONTRACT AMENDMENT COVER SHEET

Agency Tracking #	Edison ID	Contract #	Amendment #
31701-03016	20970	FA1031758	1

Contractor Legal Entity Name	Edison Vendor ID
ABM Government Services, LLC (as amended herein)	0000127517

Amendment Purpose & Effect(s)

Contractor Name Change and Contact Information Update to C.5 and E.2

Amendment Changes Contract End Date: ☐ YES ☒ NO **End Date:** June 20, 2015

TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A)**:** **$ 0.00**

Funding —

FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2010			$0.00		$0.00
2011			$1,512,439.84		$1,512,439.84
2012			$2,303,352.03		$2,303,352.03
2013			$1,804,182.57		$1,804,182.57
2014			$1,891,260.58		$1,891,260.58
2015			$6,802,095.98		$6,802,095.98
TOTAL:			**$14,313,331.00**		**$14,313,331.00**

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.

CPO USE

Speed Chart (optional)	**Account Code** (optional)
FA00000053	70799000

AMENDMENT 1
OF CONTRACT FA1031758, EDISON ID 20970

This Amendment is made and entered by and between the State of Tennessee, Department of Finance and Administration, hereinafter referred to as the "State" and ABM Government Services, LLC (as amended herein), hereinafter referred to as the "Contractor." For good and valuable consideration, the sufficiency of which is hereby acknowledged, it is mutually understood and agreed by and between said, undersigned contracting parties that the subject contract is hereby amended as follows:

1. The following is added as Contract section E. 19.:

   E.19. Contractor Name. All references to "Linc Government Services, LLC" shall be deleted and replaced with "ABM Government Services, LLC."

2. Contract section C.5.a. is deleted in its entirety and replaced with the following:

   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:

      Michael Dow, Executive Director
      Capital Complex Service Center
      901 5th Avenue North
      Nashville, TN 37243

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

   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:

   Michael Dow, Executive Director, Data Center Operations
   Department of Finance and Administration
   Office for Information Resources
   Capital Complex Service Center
   901 5th Avenue North
   Nashville, TN 37243
   Michael.Dow@tn.gov
   Telephone # 615-532-8914
   FAX # 615-532-0471

   The Contractor:

   Bill Scott, Vice President of Construction
   ABM Government Services, LLC
   101 Walton Way
   Hopkinsville, KY 42240
   bill.scott@abm.com
   Telephone # 270-885-4675

FAX # 270-886-2316

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

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 January 19, 2015. All other terms and conditions of this Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

ABM GOVERNMENT SERVICES, LLC:

SIGNATURE **DATE**

PRINTED NAME AND TITLE OF SIGNATORY (above)

DEPARTMENT OF FINANCE AND ADMINISTRATION:

LARRY B. MARTIN, COMMISSIONER **DATE**

CONTRACT

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

Agency Tracking #	Edison ID
31701-03016	20970

Contractor	Contractor Federal Employer Identification or Social Security #
Linc Government Services, LLC	☐ C- or ☒ V- 61-1198480

Service

Facility management services for both the State's service centers.

Contract Begin Date	Contract End Date	Subrecipient or Vendor	CFDA #(s)
June 21, 2010	June 20, 2015	☐ Subrecipient ☒ Vendor	

FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2010			$100,000.00		$100,000.00
2011			$2,890,848.00		$2,890,848.00
2012			$2,890,848.00		$2,890,848.00
2013			$2,890,848.00		$2,890,848.00
2014			$2,890,848.00		$2,890,848.00
2015			$2,649,939.00		$2,649,939.00
TOTAL:			$14,313,331.00		$14,313,331.00

American Recovery and Reinvestment Act (ARRA) Funding – ☐ **YES** ☒ **NO**

OCR USE
FA

Agency Contact & Telephone #

Mitzi R. Hale, OIR-PCM, 741-3735

Agency Budget Officer Approval (there is a balance in the appropriation from which this obligation is required to be paid that is not otherwise encumbered to pay obligations previously incurred)

Speed Code	Account Code
FA00000053	70799000

Contractor Ownership/Control

☐ African American ☐ Person w/ Disability ☐ Hispanic ☐ Small Business ☐ Government

☐ Asian ☐ Female ☐ Native American ☒ NOT Minority/Disadvantaged ☐ Other

Contractor Selection Method

☒ RFP ☐ Competitive Negotiation * ☐ Alternative Competitive Method *

☐ Non-Competitive Negotiation * ☐ Other *

***Procurement Process Summary**

CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF FINANCE AND ADMINISTRATION
AND
LINC GOVERNMENT SERVICES, LLC

This Contract, by and between the State of Tennessee, Department of Finance and Administration, hereinafter referred to as the "State" and Linc Government Services LLC, hereinafter referred to as the "Contractor," is for the provision of facility management services for both the State's service centers, as further defined in the "SCOPE OF SERVICES."

The Contractor is a limited liability company.
Contractor Federal Employer Identification or Social Security Number: 61-1198480
Contractor Place of Incorporation or Organization: Kentucky

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. Summary of Services

This contract includes the maintenance, repair, and managing general building operations as described in this contract for two State mission critical facilities. The Contractor will be responsible for complete operations, maintenance, and repair of electrical, mechanical, plumbing and fire protection systems, general building operations, monitoring and reporting on infrastructure components, and general building maintenance (i.e. painting, flooring, furniture / cube configurations, and general repairs). The Contractor must provide a complete range of services, so the State of Tennessee will have the convenience of dealing with a single provider for all their facility operations, maintenance and repair needs. The Contractor will provide all services, but not limited to the services as described in this section. The Contractor will maintain in perfect working order any / all-mechanical, electrical, and plumbing infrastructure components and provide for all building repair, upkeep, and maintenance. The Contractor will develop a safety program and monitor and report results.

The Contractor will develop processes, procedures, and controls to maintain cost effective solutions that support the overarching goals.

A.3. Products and services provided under this contract shall fall into one of five categories:

a. Routine Maintenance Items
b. Standard Time and Materials (T&M) Items
c. Cost-Capped Materials
d. Lawn Care Services
e. Security Services

See Contract Section C.3 for descriptions of these categories, along with their associated payment methodologies. See Contract Attachment B for a table which classifies the products and services described below according to their compensation mechanisms.

A.4. Building Analysis and Condition Assessment. Within six months after the Contract Start Date the Contractor will perform thorough analysis of the data center buildings for the purpose of determining and documenting existing conditions and requirements for improvements. The

Contractor will field-verify accuracy of available as-built drawings and generate required drawings for areas where drawings do not exist. Studies include, but are not limited to, the building's mechanical and electrical systems, indoor air and water quality, and energy usage and sustainable design attributes, including feasibility to meet LEED™ certification, Energy Star, and all State environmental Executive Orders, rules, and regulations. Budgetary implications shall also be included for recommended improvements. The State of Tennessee shall evaluate all recommendations and must approve any / all improvements to be made.

A.5. Building Condition Remediation. If requested by the State, the Contractor will perform any / all services to remediate any deficiencies, flaws, defects, inadequacies, or abnormal conditions. All costs will be identified and presented to the State prior to approval to proceed and shall be broken down as follows:

a. Labor for building remediation activities.

b. Parts/supplies required for remediation activities.

These improvements do not exclude the Contractor from obligations to service the facility as specified elsewhere in this agreement. The Contractor fully accepts responsibility to maintain the facility and accepts all conditions of the building day one.

A.6. Summary of Services

This contract includes the maintenance, repair, and managing general building operations as described in this contract for two State mission critical facilities. The Contractor will be responsible for complete operations, maintenance, and repair of electrical, mechanical, plumbing and fire protection systems, general building operations, monitoring and reporting on infrastructure components, and general building maintenance (i.e. painting, flooring, furniture / cube configurations, and general repairs). The Contractor must provide a complete range of services, so the State of Tennessee will have the convenience of dealing with a single provider for all their facility operations, maintenance and repair needs. The Contractor will provide all services, but not limited to the services as described in this section. The Contractor will maintain in perfect working order any / all-mechanical, electrical, and plumbing infrastructure components and provide for all building repair, upkeep, and maintenance. The Contractor will develop a safety program and monitor and report results.

NOTE: The Tennessee South Service Center (TSSC) is designed as a Tier III+ facility, as defined by the Uptime Institute. All elements of a Tier III facility are incorporated in the design, and additionally includes the redundant power components required by the Tier IV classification. This data center has one active path with redundant components. It is concurrently maintainable – with a 99.99% availability target. Planned maintenance activities will be performed on this data center without causing any disruptions. Preventative maintenance, testing, and repair will be scheduled and carried out without shutting down the infrastructure.

The Capitol Complex Service Center (CCSC) facility is a Tier II facility as defined by the Uptime Institute (please refer to the Uptime Institute's web site for more information).

For the meanings of the above acronyms, and others used through the Contract, refer to Contract Attachment G.

A.7. Standard Operating Procedures (SOP) Manual

a. Within 90 days after the Contract Start Date, the Contractor will provide an SOP for all maintenance and support activity described in this section. A copy shall be furnished to and subject to approval by the State. The same SOP manual shall be used for both data centers.

b. SOP manuals must be kept highly available, on-site, up to date, and shall reflect all standard operating procedures for all required maintenance activities. The Contractor will use Microsoft Word and a State provided template. The Contractor will have 30 days to write, amend, and re-issue any SOP deficiencies found by the state.

A.8. Commissioning and Transition Period at the Beginning and End of Contract

a. Beginning of Contract.

i. The Contractor will participate in the commissioning activities and start-up activities along with the commissioning agent, construction firm, and architectural firm for the new TSSC facility.

ii. Facility Management services at CCSC are currently being provided by the Department of General Services. The transition from the Department of General Services will be no longer than ninety (90) days beginning from the Contract Start Date.

b. End of Contract. If, at the end of this contract period a new proposer wins the contract for the next contract period, the last six months of the current contract will serve as a mandatory transition phase.

i. The Contractor agrees to fully cooperate with any subsequent Contractor(s) during this overlap time and make certain that there is a smooth transition.

ii. The Contractor will submit a written transition plan for approval by the State within 6 months prior to the end of the current contract. The transition plan will have two separate sections, one for each data center, and each section will address items such as:

(1) Current maintenance schedule and logs for all MEP (Mechanical, Electrical and Plumbing) equipment

(2) Up-to-date report on status of all equipment warranty or maintenance agreements (including all warranty/maintenance expiration/renewal dates).

(3) Current operating status on all equipment.

(4) Inventories of spare parts, and all other consumables such as cleaning supplies, filters, lubricants, and fuel. The Contractor must maintain sufficient inventories of parts/and supplies to enable the Contractor to meet all of the State's Key Performance Indicators (KPIs), as detailed in Contract Attachment C.

(5) Lists of Contractor's subs used for maintenance.

(6) List of any deficiencies and remediation plans to rectify those deficiencies.

(7) List any future planned maintenance / repair activities.

A.9. Alert Monitoring Per Data Center. The Contractor shall provide the following services for each Data Center site location:

a. The Contractor will investigate, document, and implement best practices for monitoring critical mechanical, electrical, and plumbing systems (what alerts / how to monitor 7X24X365).

b. The Contractor will develop and review procedures for planned response to critical events; develop service plans and schedules, and a plan for adherence.

c. The Contractor will develop and document a complete set of test plans that ensure all critical systems are operable and calibrated properly.

d. Alert monitoring and response will be real time (7x24x365). Electricians, HVAC specialists, and Facility Managers are required to carry two-way radios and pagers to respond to any / all critical alerts for HVAC (Heating Ventilation and Air Conditioning) and electrical emergencies (Contractor provides communication equipment). Cell phones are required for the Facility Managers and their designees. Acceptable emergency response times are within 20 minutes for call back, and on-site and working the issue within 2 hours. Priority repairs will be worked until issue is resolved or until a workaround has been put in place. The State will review and approve all policies and methodologies. The Contractor will provide all contact information and keep it up-to-date and the State will retain all contact information for use at its discretion. This includes contact information for both on-site staff as well as emergency after-hour contacts for service providers.

A.10. Physical Plant Systems

a. Follow all industry best practices for operations, maintenance, and monitoring of the following:

   i. HVAC (end to end)

   ii. Uninterruptable Power Supply (UPS) (All systems, static transfer switches, remote power panels, breakers, etc...)

   iii. Power (utility and generators - end to end)

   iv. Fire alert / suppression

   v. Facility security equipment

   vi. Building shell

   vii. Water leak detection (interior / and building shell)

   viii. Building plumbing, roofing, foundation, piping, wiring, structure, and general condition.

   ix. Storm water monitoring and control

b. The Contractor will maintain complete 'as-built' building drawings for each data center and create schematics where they don't exist.

c. The Contractor will develop and maintain maintenance schedules for all equipment and the building's infrastructure.

d. The Contractor shall provide a Computerized Maintenance Management System (CMMS) for tracking, monitoring, etc. The State will have the right to review the system and will own all maintenance data captured by the CMMS.

e. The Contractor will ensure all filters, belts, fasteners, fixtures, lubricants, and other routine maintenance items are installed, working properly,

f. The Contractor will maintain a supply of maintenance and critical replacement parts/supplies, either on-site or readily available (within 24 hours).

g. The Contractor will maintain a complete hardware set (bolts, washers, screws, nails, tie-wraps, fasteners, glues, etc.) in order to maintain the facility.

h. The Contractor will provide complete up to date documentation. This documentation should include naming standards and conventions for all components, UPS, breakers, Power Distribution Units (PDUs), through to the receptacle. The documentation should include a best practice model for maintaining an accurate accounting of all circuits and what computer equipment is powered by which breaker. Detailed panel schedules will be provided to the Contractor for the TSSC. The Contractor will be required to maintain and update this documentation. The Contractor will create and maintain detailed panel schedules for the CCSC.

i. Contractor will provide a method for tracking and measuring circuit loads and capacity, as not to allow any over loading or under utilization of UPS, PDUs or circuits.

j. The Contractor will provide (for new or modified equipment) and maintain interfaces into the facilities monitoring and control systems. The Contractor will ensure that all critical systems are properly monitored in real time and have a planned and documented response to critical events. The State will review and approve all policies and methodologies.

k. Contractor will perform any enhancements or break/fix repairs needed to maintain the physical plant systems.

Note: See Contract Attachment H for a list of specific equipment to be maintained, monitored, and repaired under this contract. This list includes the major components and is not the complete list of the Contractor's responsibilities. Note also that this list is subject to change at the State's request; such changes shall be effected through a Memorandum of Understanding (MOU).

A.11. Preventative Maintenance. The Contractor will use preventative maintenance as the primary approach to ensuring the availability of the entire data center power train (generators, transfer switches, transformers, batteries, breakers and switches, PDUs, UPSs, etc...) and cooling train (Computer Room Air Conditioners (CRACs), Computer Room Air Handlers (CRAHs), humidifiers, condensers, variable air volumes (VAVs), chillers, etc...). The Contractor will:

a. Maintain all preventative maintenance, whether unscheduled or scheduled, on a Contractor-provided CMMS.

b. Develop a calendar-based scheduled maintenance inspection for each facility during which fully trained and qualified maintenance experts observe the physical infrastructure equipment to look for changes in equipment appearance and performance and listen for changes in the sounds produced by the equipment. "Fully trained and qualified maintenance expert" is defined as individual(s) holding manufacturers' certifications for equipment to be maintained.

c. The Contractor will provide historical data for reporting usage trends, capacity demands, meantime to failure, and downtime / repair statistics.

d. The Contractor will identify potential issues and take immediate action to prevent a future failure.

e. The Contractor will ensure that all major equipment is maintained under either a service maintenance program or warranties provided by the original equipment manufacturer and that the preventative maintenance procedures include all manufacturers' recommendations and best practices. The maintenance may include but is not limited to thermal scanning, calibration, adjustments, cleaning / replacing air or water filters, lubrication, and replacement of parts or updating of physical infrastructure firmware / software.

f. Adhere to all maintenance procedures and schedules recommended in manufacturers' manuals.

g. The Contractor will provide two mechanical staff and one Facility Manager for each facility 24x7x365 and be onsite 8 am to 5 pm M-F, who will be responsible to operate, maintain, and repair all the HVAC, power, and mechanical systems in the facility. The Contractor will provide qualified technicians that will act as the operations engineering staff for the facility, and as such, will be trained to have a working knowledge of all the electrical systems and their operation in the event of an emergency.

h. The Contractor shall monitor, maintain, and test general maintenance items including but not limited to plumbing, lamp changes, wiring, etc.

i. Provide and / or ensure availability of proper diagnostic tools on-site to accomplish all preventative maintenance and define efficiency goals. Continuous diagnostics used as predictive maintenance tool to prevent failures should be scheduled and documented. A diagnostic plan should include in-line troubleshooting and be non-disruptive.

j. Thermal scans and internal temperature measurements of all electrical equipment (Panel boards, UPS modules, transfer switches, transformers, disconnects, Remote Power Panel (RPPs), etc...) will be completed annually and reported on annually.

k. Torque connections, check fans, check capacitors, vibration test, and update firmware will be a part of the comprehensive preventative maintenance plan.

l. The Contractor shall initiate preventative maintenance, outside of the scheduled maintenance routine, if deemed necessary to prevent an imminent outage. Whenever possible the Contractor will provide the State 10 day advance notice of such maintenance and any/all preventative maintenance will be completed after the State's approval. Prior to any work being performed, all maintenance activity will include a risk management assessment, a detailed plan with time-lines, along with back-out plans, unless otherwise directed.

A.12. Equipment to be Maintained

a. Building Management System

i. The Contractor shall monitor, maintain, and test the Building Management System (BMS) as part of the calendar-based maintenance plan. The Contractor will be responsible for establishing and maintaining the BMS in fully functional, fully enabled manner. The Contractor will ensure the BMS is operating the building components in the most efficient, cost effective manner.

ii. The Contractor shall monitor, maintain, and test the Supervisory Control and Data Acquisition System (SCADA) system as part of the calendar-based maintenance plan.

iii. The Contractor will perform any enhancements or break/fix repairs needed to maintain the BMS and SCADA systems.

b. Diesel Levels and Quality

i. The Contractor shall monitor, maintain, and test fuel systems (pumps, etc.) as part of the calendar-based maintenance plan.

ii. The Contractor will be responsible for establishing and maintaining an on-demand contract for fuel from a vendor who is able to supply on a 7x24x365 basis.

iii. The Contractor will provide fuel to the State on-demand, within 6 hours of State's request, or when fuel levels fall below 60% of total tank capacity. All invoices will be provided for the State to review.

iv. The Contractor will ensure adequate fuel levels (60% of total tank capacity) are maintained and will perform periodic testing to maintain high fuel quality. Contractor will report emissions level to the State EPA or authority having jurisdiction on the required basis.

v. The Contractor will perform any enhancements or break/fix repairs to the tanks, pumps, and piping that are needed to maintain the diesel fuel levels and quality.

c. UPS Maintenance

i. The Contractor shall monitor, maintain, and test the entire UPS system (switchgear, breakers, UPS modules, end to end, etc.) as part of the calendar-based maintenance plan. At a minimum, the Contractor will be responsible for establishing and maintaining a calendar based maintenance plan based upon the manufacturer suggested plan. Results of all tests will include recommendations, risk assessment, and repair / remediation plans. All activities will be reviewed by the State prior to any work being performed.

ii. The Contractor will perform any enhancements or break/fix repairs needed to maintain the UPS system.

d. Generator Preventive Maintenance

i. The Contractor shall monitor, maintain, calibrate, and test the entire generator system (fuel tanks, pumps, piping, batteries, oil change, belts, end to end, etc.) as part of the calendar-based maintenance plan. At a minimum, the Contractor will be responsible for establishing and maintaining a calendar based maintenance plan based upon the manufacturer suggested plan. A weekly one-hour test of the generators will include start-up and fail-over. Results of all tests will include recommendations, risk assessment, and repair / remediation plans. All fail-over activities will be performed under close supervision with fully trained staff. All activities will be reviewed by the state prior to any work being performed.

ii. The Contractor will perform any enhancements or break/fix repairs needed to maintain the entire generator system.

e. Load Test Policy

i. The Contractor shall provide for a load bank test of all power generating systems. The Contractor will provide maintenance as a part of the calendar-based maintenance plan. At a minimum, the Contractor will be responsible for establishing and maintaining a calendar based maintenance plan based upon the manufacturer suggested plan. Semi-annual load-bank tests will be conducted by the Contractor. Results of all tests will include recommendations, risk assessment, and repair / remediation plans. All activities will be reviewed by the State prior to any work being performed.

ii. The Contractor will perform any enhancements or break/fix repairs needed as a result of the load-bank tests.

f. Batteries

i. The Contractor shall provide for a test of all battery systems. The Contractor will provide maintenance as a part of the calendar-based maintenance plan. At a minimum, the Contractor will be responsible for establishing and maintaining a calendar based maintenance plan based upon the manufacturer suggested plan.

ii. Semi-annual load-bank tests will be conducted by the Contractor. Results of all tests will include recommendations, risk assessment, and repair / remediation plans. All activities will be reviewed by the State prior to any work being performed. The Contractor, on a monthly basis, will review the battery monitoring reports to verify if a trend is developing which could lead to battery failure.

iii. The Contractor will perform any enhancements or break/fix repairs needed to maintain all battery systems.

g. Power Distribution Unit (PDU)

i. The Contractor will provide labor for the maintenance, addition, removal, relocation, and configuration, of Remote Power Panels.

ii. The Contractor will perform any enhancements or break/fix repairs needed to maintain the PDU.

h. Remote Power Panel (RPP)

i. The Contractor will provide labor for the addition of branch circuits, breakers, and building whips / receptacles; the Contractor will provide a comprehensive branch circuit monitoring plan and documentation for each branch circuit including demand, capacity, and location of equipment using each breaker. Coordinate with Computer Operations personnel for installation and de-installation of computer equipment and assure that all branch circuit documentation is accurate.

ii. The Contractor will perform any enhancements or break/fix repairs needed to maintain the RPP.

i. Other Power Plant

i. The Contractor shall monitor, maintain, calibrate, and test the entire power plant system including generators, automatic transfer switches, switchgear, PDUs, UPSs and batteries.

ii. The Contractor will perform any enhancements or break/fix repairs needed to maintain the entire power plant system, including the lightening protection system (TSSC only).

j. HVAC / CRAC

i. The Contractor will monitor, maintain, calibrate, and test the entire HVAC / CRAC systems (boiler settings, refrigerant usage, water treatment, heat exchangers cleaned, coils cleaned, filters, lubrication, cleaning, domestic water supply, belts, pressure, piping, glycol, end to end, etc.) as part of the calendar-based maintenance plan. At a minimum, the Contractor will be responsible for establishing and maintaining a calendar based maintenance plan based upon the manufacturer suggested plan. A weekly test of the HVAC components will include water quality checks, air flow, air pressure, and fail-over. Results of all tests will include risk assessment and repair / remediation plans. All fail-over activities will be performed under close supervision with fully trained staff. All activities will be reviewed by the State prior to any work being performed.

ii. The Contractor will perform any enhancements or break/fix repairs needed to maintain the HVAC / CRAC.

k. Computer Room HVAC Environment

i. The Contractor will ensure proper and consistent set points for computer room humidity setting, and temperature. Provide recommendations for system layout, design and aid the State in developing the proper cooling strategy for heat sensitive computer and disk storage systems.

ii. The Contractor will perform any enhancements or break/fix repairs needed to maintain the Computer Room HVAC Environment.

l. Other Cooling Plant

i. In accordance with the original equipment manufacturer's recommended schedule and industry best practices, the Contractor will monitor, maintain, calibrate, and test the entire cooling plant system including chillers, pumps, dry coolers, boilers, coils, unit heaters, fans, cooling towers, air handling units, and Air Conditioning (A/C) units.

ii. Contractor will perform any enhancements or break/fix repairs needed to maintain the entire cooling plant system.

m. Other Mechanical Systems

i. In accordance with the original equipment manufacturer's recommended schedule and industry best practices, the Contractor will monitor, maintain, calibrate, and test other building mechanical systems including but not limited to loading dock equipment, door repairs, motorized security gates / controls and revolving security doors.

ii. Contractor will perform any enhancements or break/repairs needed to maintain the other building mechanical systems.

n. Fire Alerting / Suppression

i. The Contractor will monitor and maintain all fire suppression and monitoring systems including fire alarm (panels, piping, fire extinguishers, sprinklers, access control equipment and end to end, etc). They will also conduct a full flow test on the fire pumps as dictated by local and State codes. The Contractor will aid the State in developing an emergency evacuation plan. At a minimum, the Contractor will be responsible for establishing and maintaining a calendar based maintenance plan based upon the manufacturer suggested plan. Results of all tests will include recommendations, risk assessment and repair / remediation plans. All activities will be reviewed by the State prior to any work being performed.

ii. The Contractor will provide an emergency contact / call list. The Contractor will establish a comprehensive safety program including written SOPs for monitoring and reporting on fire alerting and suppression.

iii. The Contractor will perform preventative maintenance on all fire alerting and suppression systems according to manufacturer's specifications as required, by Fire Marshal and State and Local codes.

iv. The Contractor will perform any enhancements or break/repairs needed to maintain the fire alerting and suppression systems.

o. Low Voltage Equipment

i. Maintenance of all low voltage equipment will be the responsibility of the on-site electricians, except for data jacks and phone systems. (State infrastructure and application servers, cable and fiber housed in the data centers are the responsibility of the State, and are not part of this Contract.)

ii. The Contractor will perform any enhancements or break/fix repairs needed to maintain the Low Voltage Equipment.

p. Security Systems

i. The Contractor will perform preventative maintenance on all security systems according to manufacturer's specifications as required, including but not limited to security cameras, iris scanners, card readers, servers, and associated software. The Contractor will not be responsible for physical security operations or policy.

ii. The Contractor will perform any enhancements or break/repairs needed to maintain the security systems.

q. Safety

The Contractor will provide an emergency contact / call List. The Contractor will establish a comprehensive safety program including written SOPs for monitoring and reporting on severe weather, medical emergencies, evacuation policy and procedure, electrical safety, Emergency Power Off (EPO), fire drills, and general conditions.

r. Maintenance Manuals and Logs

The Contractor is required to develop and maintain a library of maintenance manuals for both facilities. A copy shall be furnished to the State and subject to approval by the State within 90 days of contract initiation. Maintenance library must be updated quarterly and shall reflect all maintenance operations.

s. Irrigation System at the TSSC

i. The Contractor shall monitor, maintain, winterize, calibrate, and test the entire irrigation system including but not limited to, the valves, sprinklers, spray heads, nozzles, automatic switches, electronics, piping.

ii. The Contractor will perform any enhancements or break/fix repairs needed to maintain the entire irrigation system. The irrigation system must perform optimally at all times and comply with all state and local codes.

A.13. Disaster Recovery Assistance

In the event of a disaster, the Contractor shall provide assistance to the State in the event either building is damaged to the extent that processing is interrupted. The assistance may include, but is not limited to, the following:

a. Damage assessment from a mechanical, electrical, building envelope and/or structural aspect to be reported to the State.

b. Provide clean up assistance as required.

c. Repair or replace damaged components of the physical plant and/or environmental equipment as requested by the State.

A.14. Spare Parts

a. The Contractor shall keep certain spare parts on site at both facilities for purposes of break/fix repairs. Inventory management of these parts will be the responsibility of the Contractor. The Contractor shall ensure that sufficient spare parts are readily available, such that the Contractor can comply with the State Key Performance Indicators (KPIs), as detailed in Contract Attachment C. Such parts shall remain the property of the Contractor until such time as they are installed at the State Data Center as a result of a repair.

b. Assuming the parts expense is compensable, in accordance with Contract Section C.3.b.iii, upon installation, the Contractor may invoice the State for cost of the parts.

c. Contractor will provide a recommended spare parts list for critical systems in each facility, within 90 days of the contract start date. The State will review this list and may make recommendations for additional parts that shall be added. In any event, the State will be the final arbiter of the parts that should be kept on site.

d. The State shall also have the capacity to purchase, in accordance with the payment methodology in Contract Section C.3.b.ii, whatever spare parts the State wishes to maintain in its own inventory.

e. At the time of Contract Transition between the Contractor and any subsequent vendor, the State shall have the right to buy the Contractor inventory of spare parts, or any portions thereof, and the pricing for such parts shall be as described in Contract Section C.3.b.ii.

A.15. Tools

Contractor is required to provide and maintain a complete tool set on-site at each facility. The Contractor must provide all tools required to perform the services including specialty tools or rental equipment (e.g., lifts, load bank, backhoe) that may be required to perform the services.

A.16. Equipment Repairs Not Cost Effective

If the State and Contractor are in mutual agreement that it is not cost effective to repair a piece of equipment, the Contractor will obtain three (3) bids and the equipment will be replaced at cost plus a percentage markup as described in Contract Section C.3.b.ii.(7).

A.17. Reporting Requirements

a. Maintenance Logs

The Contractor will keep all maintenance logs up-to-date and available for periodic management review. The Contractor will be required to input all maintenance schedules and activities into the Contractor's provided management system.

b. Monthly, Quarterly and Annual Reporting

The Contractor shall develop and provide facility metrics for all mechanical systems, electrical systems, reliability / availability, service schedules, system performance, systems availability, Mean Time Between Failure (MTBF), Mean Time Between Repair (MTBR), and outages and Contractor incident response times. The Contractor will develop KPIs, metrics, review procedures, schedules, measurements, and reporting programs to ensure all critical systems, alerts, and faults are being properly monitored and all systems are being adequately maintained. All reports must be completed using Microsoft Office programs. The Contractor shall schedule and present at a monthly management briefing to explain the monthly reporting required below. The monthly management briefing should include metric and KPI reports, along with appropriate action plans and any deficiencies should be noted.

Monthly and ad hoc, along with annual cumulative reporting requirements for the Contractor are described as follows and must meet the approval of the State. The Contractor will provide to the State's Facility Administrators consolidated reports including but not limited to:

i. Compliance Reporting (i.e. building codes, federal, state and local codes, electrical, fire and plumbing codes)

ii. Branch circuit capacity reports

iii. Capacity report for all computer room breakers (PDU and RPP)

iv. Keep up-to-date panel schedules in Excel

v. Air quality report (particulates and contaminants)

vi. Power systems alerts, failures, performance issues, capacity issues (UPS, batteries, RPPs, PDUs, utilities, etc.). To include kilowatt-hours by month.

vii. Generator run-time logs

viii. HVAC system reports including alerts, failures, performance issues, and capacity issues (Computer Room Air Conditioner) [CRAC/cooling units], chilled water loops, fans, and VAV)

ix. Security systems reports to include equipment malfunctions, (involving perimeter / interior / interior doors, fences and gates, cameras, badge readers and biometric readers)

x. Gas emissions monitoring reports (battery room hydrogen, carbon monoxide, etc.)

xi. Fire suppression system testing and maintenance reporting

xii. Report monthly on the status of the expenditures for the current Contract year

xiii. Safety report including incidents, program improvements, and recommendations

A.18. Compliance Reporting

The Contractor will submit to the State's Facility Administrators an annual report, evaluated in relation to relevant industry standards, local codes / regulations, manufacturers' recommendations, and national standards (i.e. NEC, NFPA, IEEE, ISO, etc.). The Contractor will create, maintain, and keep up-to-date all compliance documentation required by local, state, and federal agencies such as Material Safety Data Sheets (MSDS) documentation.

A.19. Continuous Improvement Recommendations

Based on industry best practices and standards, the Contractor will make an annual presentation of continuous improvement recommendations to the State's Facility Administrators and Directors. The presentation shall include recommendations for improved processes, increased efficiencies, environmentally friendly initiatives, cost improvements, and suggestions for streamlining and optimizing the operations of each facility.

A.20. Other Building Maintenance

a. Repairs – perform facility repairs such as painting, wall and ceiling repairs, etc.

b. Exterminating –perform monthly pest and rodent control measures.

c. Roof repairs as required.

d. Plumbing maintenance and repairs as required in common areas such as break rooms and restrooms.

e. Install, maintain, and replace signage as required by State's Facility Administrator.

f. Monitor and maintain leak detection system in the raised floor area.

g. Modify and repair cable tray systems.

h. Once during each Contact year, the area under the raised floor will be cleaned and vacuumed. This will be scheduled and accomplished on a week day.

i. Perform routine trash and debris pick-up and snow removal from the parking lots.

   i. Snow / Ice Removal Services. Snowplowing /shoveling of all common area sidewalks, driveways, entrance roads, and parking areas.

      (1) The Contractor shall snowplow all driveways, entrance roads, and parking areas. Plowing to be done after 1"- 4" (approx.) accumulation of snow as the result of snow or drifted snow.

      (2) Ice removal of sidewalks, driveways, entrance roads, and parking areas. Ice removal to be done after all snow is removed. Apply calcium chloride on the sidewalk only after snow has been removed.

j. Perform parking lot repair/maintenance such as sealing, relining, crack/pot hole repair, etc.

k. Maintenance of benches, bike racks, picnic tables, exterior furniture, etc.

l. Maintain the security fences and gates as required by State's Facility Administrator.

m. Routine support activities – relocation of office furniture, marker boards, cork boards, filing cabinets, conference tables, etc.

n. Maintenance and service of any physical door hinges, locks, pneumatics, dock levelers, and other building hardware.

   i. The Contractor will perform any enhancements or break/fix repairs needed to maintain physical hardware described in Section A.20.n.

o. Modify, repair, relocate and reconfigure cubicles as needed.

A.21. Facility Enhancement

a. Floor Tile Cutouts

The Contractor will be responsible for floor tile cutouts for grommets, and cable pathways as required. The Contractor will provide any tools required to accomplish this work.

b. Additional Enhancements

From time to time additional minor enhancements will be necessary.

A.22. General Service Provisions

a. Work Orders

The Contractor will utilize a State-approved work order ticket system and will generate work order tickets for any services to be performed. Responsibilities also include the management of maintenance agreements with third party service providers to ensure regular planned maintenance. Each Facility Manager will report directly to the State Facility Administrator in charge of the assigned primary facility.

b. General Office Space

The State will provide work area, general office space and inventory storage space for three Contractor-provided personnel and janitorial staff in each of the two facilities. The office

space will include desks and chairs, high speed connectivity to the Internet, local phone service and use of copiers and fax machines.

A.23. Staff Requirements. The Contractor will provide the following staff to perform the day-to-day services required by this Contract. See Contract Attachment E for detailed experience requirements for each of these roles.

a. Demonstrated Experience. Individuals performing work in each facility must have demonstrated experience in the management and / or maintenance of a facility with the same level of complexity as Tennessee's data centers.

b. On-Site Facility Managers

i. The Contractor shall provide two on-site Facility Managers, one for each of the two facilities. Each manager will be dedicated primarily to his assigned facility (minimum of 40 hours per week, at least 95% of the time, recognizing state holidays), but will also act as backup for the other Facility Manager during any absence of the primary manager. These Facility Managers will be responsible for all maintenance functions within these two facilities. They will serve as the primary liaison between the facility maintenance staff and the State facility administrator. Specialty education and annual continuing education will be provided by the Contractor. At no time will there **not** be a Facility Manager available. If it is a recognized State holiday, the Facility Managers do not have to be on-site, but will still be on call 7x24x365 as required. This position is considered critical. The State requires 7x24x365 availability for critical staff.

ii. Facility Managers will be responsible for:

(1) Overseeing Contractor staff for all services described in the contract. "Contractor staff" will cover any staff provided by this Contractor, whether they work directly for the Prime Contractor or whether they are the Contractor's sub-contractors.

(2) Acting as a single point of contact for all facility management related issues to include but not limited to; all contracts, all maintenance personnel, reporting, compliance, troubleshooting, repairs, emergencies, etc.

(3) Administration of third-party service agreements for the facility infrastructure systems to include emergency generators, UPS and battery systems, RPPs, electrical switch gear, etc. to ensure the contracted services are being provided in a timely manner and in accordance with contract specifications. The Contractor cannot administer/oversee/direct agreements and/or contracts between the State and other vendors.

(4) Maintaining operational logs and reports on facility operation and performance of maintenance routines.

(5) Overseeing and directing their sub-contractors making repairs to or performing preventative maintenance on all electrical and mechanical building systems.

(6) Administering all of their own contractors in such a way that will be transparent to the State.

(7) Trouble shooting and diagnosing equipment failures and make provisions for necessary repairs.

(8) Ensuring facility repairs such as painting, wall and ceiling repairs, carpet and flooring repairs, lamp replacement, plumbing repairs, minor electrical repairs, etc. is complete and all work is performed with high standards.

(9) Responding to emergency situations such as fire, flood, power failure, storms, etc.; initiating remedial actions as necessary and keeping State management informed in accordance with established procedures.

(10) Ensuring all areas of these facilities are clean, organized, and free of clutter.

(11) Providing checklist for daily routine facility inspection.

(12) Managing, supervising, and organizing any / all plant maintenance activity.

(13) The safety of every maintenance and repair staff, contractor, and employee. Any safety training program required.

(14) Preparing annual budgets which cover all maintenance and operational items which are included in this RFP.

(15) Provide support for an annual audit and inspection of the facility.

(16) Conduct documented on-going training of the mechanical and electrical systems.

(17) Participate in State conducted tours of the facilities.

c. On-site Senior Electricians

The Contractor shall provide two on-site Senior Electricians, one for each of the two facilities. These electricians will monitor, diagnose, install, and repair all electrical infrastructure including but not limited to generator, batteries, UPS, static switches, RPPs, branch circuits, etc. These electricians will be dedicated to their assigned facilities (minimum of 40 hours per week, recognizing state holidays), but may be called upon to provide services to the alternate facility when required. Specialty education and annual continuing education will be provided by the Contractor. At no time will there **not** be a qualified electrician available. If it is a recognized State holiday, the Senior Electricians do not have to be on-site, but will still be on call 7x24x365 as required. This position is considered critical. The State requires 7x24x365 availability for critical staff.

d. On-site Senior Mechanical and HVAC Specialists

The Contractor shall provide two on-site Senior Mechanical and HVAC Specialists, one for each of the two facilities. These specialists will monitor, diagnose and repair all HVAC and plumbing infrastructure including but not limited to cooling towers, chillers, boilers, pumps, piping, CRAC units, fire suppression systems, etc. These specialists will be dedicated exclusively to their assigned facilities (minimum of 40 hours per week), but may be called upon to provide services to the alternate facility when required. Specialty education and annual continuing education will be provided by the Contractor. At no time will there **not** be a qualified Senior Mechanical and HVAC Specialist available. If it is a recognized State holiday, the Senior Mechanical and HVAC Specialists do not have to be on-site, but will still be on call 7x24x365 as required. This position is considered critical. The State requires 7x24x365 availability for critical staff.

e. Personnel Screening

All permanently assigned personnel must submit to a background check and random periodic drug testing. The Contractor shall perform and pay for background checks and administer drug screening no less frequently than once per Contract year and no more than three times per Contract year. Results must be submitted to the State.

f. Response Times

Acceptable emergency response time is 20 minutes for call back and on-site and working the issue within 2 hours (7x24x365).

A.24. Housekeeping. The Contractor must keep the building clean at all times, in accordance with the following provisions:

a. Custodial Supplies. The Contractor will supply and maintain on site a sufficient inventory of custodial supplies including but not limited to: trash can liners, sand (for sand urns), hand towels, toilet tissue, air freshener and liquid soap for soap dispensers, furniture polish, disposable toilet seat covers.

b. Cleaning Equipment. The Contractor will supply all cleaning equipment including but not limited to: vacuum cleaners, mops, brooms, squeegees, vacuum bags, glass cleaner, cleaning fluids, furniture wax, vacuum bags, mop buckets, janitor carts and floor burnishers.

c. Trash Removal. Trash is to be removed from inside the facility at least twice during each 24 hour period. Dumpster service will be provided by the Contractor. Trash will be removed from site as needed but no less than once per week.

d. Office Areas and Common Areas. Day Shift Custodians will clean office areas and restrooms twice a day or as requested. Evening Shift Custodians will clean office areas each evening after 6:00 PM. Halls, restrooms, entrance areas, docks, conference rooms and other common areas will be cleaned each night. Windows cleaned floors waxed, deep cleaning will be done monthly. Restrooms sanitized daily. Doorknobs sanitized daily. Refrigerator will be washed out quarterly, microwave, and kitchen appliance will be kept clean at all times. Additional cleaning may periodically be required on an ad-hoc basis.

e. Raised Floor Areas. The Contractor will thoroughly vacuum and remove all contaminates, dust and debris using High Efficiency Particulate Air Filter (HEPA) filtered equipment from under the raised floor areas on an annual basis. Only trained personnel under close supervision should be employed in this effort, as to not cause disruption to any computer system. This cleaning will be performed on a week day. The raised floor surface will be dust mopped and damped mopped weekly. Water bucket will kept in a hallway or maintenance gallery and will not be allowed on the raised floor.

f. Window Washing. Perform interior and exterior window washing quarterly.

g. Floor Maintenance. Vacuum/Mop all floor surfaces in non-raised floor areas on the Evening Shift after 6:00 PM daily. All hard surface, non-raised floors waxed and buffed monthly.

h. See Contract Attachment F for additional details concerning janitorial duties that must be performed. The Contractor will recommend the shift(s) in which the duties designated in Contract Attachment F will be performed after the Contract Start Date. The State will review this list and may make recommendations for changes. In any event, the State will be the final arbiter with the regard of housekeeping duties.

i. Housekeeping Shift Hours.

   i. The Day Shift is defined as Monday through Friday, 8:00 a.m. – 5:00 p.m. excluding holidays.

   ii. The Evening Shift is defined as Sunday through Saturday, 365 days a year, beginning at 6:00 p.m. Evening Shift Custodians must work as long as required to complete services defined above and in Contract Attachment F.

A.25. Task Order Estimates. When the State requires break/fix repairs or other services that are not provided for within the Routine Maintenance column of Contract Attachment B, and the estimated

Materials cost for the services will exceed the $2,500 cap detailed in Contract Section C.3.b.iii, the State will provide the vendor with a Task Order for the service. In the event that the total cost of a task order equals or exceeds the SBC Threshold, the Contractor shall be required to provide a bond as described below:

a. The State Facility Administrator shall classify all Task Orders as either "Standard" or "Emergency." An Emergency is defined is an event affecting either of the State's Data Centers or their physical or mechanical infrastructures that: (1) if not addressed, would result in imminent further damage to the physical or mechanical infrastructures; or (2) if not addressed would result in imminent danger to personnel, equipment, or IT resources associated with these infrastructures.

b. For Standard Task Orders, the Contractor must, within five (5) business days of the receipt of the Task Order from the State, provide to the State an estimate of the total cost of the requested services.

c. For Emergency Task Orders, the Contractor must, within two (2) hours of the receipt of the Task Order from the State, provide to the State an estimate of the total cost of the requested services.

d. All Task Orders with total values equal to, or in excess of, One Hundred Thousand Dollars ($100,000) (the "SBC Threshold") are subject to State Building Commission (SBC) rules and oversight, including compliance with specific bonding requirements, as described in Contract Section A.28.

A.26. Emergency Task Order Approval.

a. The Commissioner of Finance and Administration (F&A) must approve all Emergency Task Orders prior to the Contractor beginning work. Since time is of the essence with such Task Orders, the Commissioner of F&A may provide the initial approval verbally, with a written approval to follow as soon thereafter as possible. The State Facility Administrator may authorize the Contractor to begin work immediately upon receiving the Commissioner of F&A's verbal or written approval.

b. The Commissioner of F&A's approval of all Emergency Task Orders ensures that if the Task Order estimate is below the SBC Threshold, but the actual cost of the Task Order meets the threshold, the State Facility Administrator will have obtained the necessary pre-approval to comply with SBC requirements.

A.27. Task Orders That Meet the SBC Threshold.

a. For Standard Task Orders that meet the SBC Threshold, the State Facility Administrator shall first notify the Department of F&A, Real Property Administration (RPA) in writing and, with the assistance of RPA, shall process the Task Order through the normal SBC approval and oversight process. The Contractor shall not begin work associated with the Task Order until such time as the SBC has provided the State Facility Administrator with written authorization to do so.

b. For Emergency Task Orders that meet the SBC Threshold, the State Facility Administrator will have already obtained the verbal/written approval of the Commissioner of F&A, on behalf of the SBC, and authorized the Contractor to begin work, as described in Contract Section A.26.a above. As soon as possible after the State Facility Manger is aware of an Emergency Task Order meeting the SBC threshold, the State Facility Administrator shall notify RPA of the Task Order. Any such Emergency Task Order, as described above, will be reported to the SBC as soon as practically possible at their next regularly scheduled meeting.

A.28. Contract Bond Required for Task Orders Meeting SBC Threshold.

a. In the event that the total cost of a task order equals or exceeds the SBC Threshold, the Contractor shall be required to provide a bond as described below:

b. The Contractor shall provide a Contract Bond in an amount of Two Million Eight Hundred Sixty-Two Thousand Six Hundred Sixty-Six Dollars ($2,862,666.00). This amount is based upon the State's exposure for one hundred percent (100%) of the annualized Maximum Liability amount for this Contract. In the event that it becomes necessary to increase the Contract Maximum Liability, the Contract Bond amount shall be adjusted, using the formula above, to reflect the revised amount.

   i. The Bond shall be executed on Tennessee State Building Commission Standard Form, the current version of which appears as Contract Attachment D.

   ii. The Bond shall be submitted to the State within seven (7) calendar days from the Contractor's receipt of the Task Order.

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

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

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

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

A.29. <u>Contractor Licensure and Work Procedures</u>

a. The Contractor is responsible for all licenses, certifications, permits, etc. required for completion of the work as required by this Contract. The Contractor must maintain appropriate Tennessee Contractor license(s) throughout the term of the Contract.

   i. Tennessee Contractor license(s) will be required. The following contractor license classification is considered acceptable: "Building Construction - Commercial" (BC-B or BC).

   ii. This classification is described in Rules of Tennessee Board of Licensing Contractors, Rule 0680-1-.16.

   The Contractor shall notify the State of any changes in licensure that occur during the term of the Contract.

b. The Contractor must replace or restore (at least to the original condition) any damage to floor, ceiling, walls, furniture, landscape, etc. caused by its personnel and/or operations, at the Contractor's expense.

c. During site installation/construction, the Contractor must maintain a clean and safe working environment for not only Contractor staff, but also State workers and the public.

   i. The Contractor must minimize disruptions to the State work force as much as possible.

ii. The Contractor must leave all work areas secured, safe, and clean after stopping for the day.

d. The Contractor must use the State's (or the requesting entity's) work order system to receive and update work orders. All work order direction MUST be in written form (electronic or paper), with the exception of stop work orders, which may be given verbally (followed by written notification). All work orders must be completed on time as defined by the 'due date' on the work order issued by the State.

A.30. Lawn Care Services.

a. This Contract includes all lawn care services. The current scope for lawn care services includes TSSC (Tennessee South Service Center) and does not include the CCSC (Capitol Complex Service Center. The State reserves the right to add at any time the CCSC property to this provision. All services must be available for both facilities at the State's request. Services include trash, litter pick-up and removal from the parking lot(s), sidewalks, courtyard(s), and grassed areas prior to mowing. All grassed areas mowed. Grass trimmed, edged and weed eating of borders and edges. Concrete areas and parking lots are to be blown or swept to remove grass trimming after mowing and trimming. Trim and prune trees, shrubbery, and bushes; remove leaves around the buildings and on the lawns to maintain a neat, uniform appearance. The cost and availability of all equipment, parts, and supplies associated with performing the services described herein will be included in the Monthly Lawn Care Fee (see Section C.3.b.iv), except as described in the asterisked note at the end of Contract Attachment B.

b. The State can request any additional lawn care services for either property at an hourly rate. The hourly rates include any all equipment, fuel, and labor required to perform services.

c. Lawn cutting shall include:

i. Mowing, trimming all lawn areas at a minimum height of 2-1/2"on a weekly basis as needed.

ii. Remove all clippings after each cutting.

iii. Mowers shall be of a type which causes clippings to be distributed evenly over the cut area. It the type of mower causes the cut grass to windrow, the windrowed grass shall be removed and hauled away. The Contractor shall be responsible for removing grass clippings from sidewalks, parking areas, planted areas, barked or mulched areas, and other areas that are not part of the grass being mowed. State dumpsters and land shall not be used for disposal of grass clippings or other landscape wastes and debris.

d. Trimming / Weed-eating shall include:

i. Edging shall include along all sidewalks, curbs and drives on a monthly basis.

ii. Trimming around all trees, rocks, beds, and buildings on a weekly basis.

iii. Contractor shall be responsible at every mowing for trimming around trees, sign posts, near buildings, in curbs and gutters, around all dumpsters and dumpster area, and any other part of the lawn area where the lawn mowers may not be able to reach during mowing. Trimmed areas shall be at the same level as the mowing level of the lawn. Care will be taken to avoid damaging trees, shrubs, buildings, and objects. Remove any / all trimmings and clean-up after each trimming.

e. Mulch Shall Consist of:

i. Hardwood Dark Brown mulch that matches existing mulch shall be used in all court islands and around common area trees as defined in this Contract.

f. Spring Cleanup Shall Consist of:

i. Removal of all leaves, debris from plant beds and lawn in common areas.

ii. Re-mulching of landscape beds and around trees noted in the common areas. Mulch will be approximately 1"- 2" in depth and spread evenly from base of tree trunk approximately 2'6".

iii. These services will be scheduled to be performed between April 1st and April 15th.

g. Fall Cleanup Shall Include:

i. This service consists of a cleanup of all leaves from beds, under shrubs, lawn areas, removal of annuals and trimming down all flowering perennials twice in the fall. The cleanup will begin no later than Oct 30th and be completed by December 30th.

h. Bed Maintenance Shall Consist of:

i. De-weed, removal of grass and debris from all plant beds (including rock areas, around fences, driveways, and sidewalks) on a bi-weekly basis. Weeds / grass shall also be removed from concrete to asphalt interfaces along common areas and courts.

ii. Any chemicals used are included as part of this service. Any plants determined to be damaged by use of chemicals will be replaced by the supplier at the supplier's expense.

i. Shrub and Tree Trimming Shall Consist of:

i. Trim and shape all shrubs in the common areas only, trimming all trees up to 8' in height.

ii. Trimming all dead foliage, or limbs that will alter the primary shape of the tree.

iii. Shrub trimming should not be done during excessively hot weather or during a drought.

iv. These services shall be performed on or about the week of May 15th and September 15th.

j. Fertilizing Shall Consist of:

i. This service will consist of 2 applications: (1) spring weed & feed; and (2) early fall weed & feed.

ii. Fertilization and Weed Control: Spring application of pre-emergence weed control along with fertilizer / lime based on soil test recommendations. Late summer spot spray of broadleaf herbicides as needed with over seeding to fill in bare spots.

k. Additional Lawn Care Services:

i. Spring Aeration of common areas (once per year).

ii. Over-seeding any / all areas as required.

iii. Replacement of annuals during the appropriate planting season.

l. At the State's request, the Contractor shall perform enhancements, break/fix repairs to infrastructure such as the irrigation system, or the replacement of plants lost through no fault of the Contractor.

A.31. Security Services.

a. Baseline Staffing and Ad Hoc Modifications

i. The Contractor shall provide security services to the State at both the CCSC and TSSC. These services shall consist of no less than two security guards (Security Supervisors, Security Officers, or Senior Security Officers [collectively "security personnel"]) at each site, posted around the clock, 24 hours by 7 days by 365 days (24x7x365). The main desk must be covered at all times. The Contractor shall determine the length of each guard's shift to accomplish the 24x7x365 coverage, subject to the shift-length restrictions described herein. See Contract Section A.31.n. for further details regarding shift requirements.

ii. The Contractor shall also provide a third security guard, at both the CCSC and TSSC, to man the loading dock area, Monday through Friday, 7 am until 6 pm, excluding holidays. The loading dock must be covered at all times during the 7 am until 6 pm shift hours. This guard would normally be a Security Officer, but may be a Senior Security Officer, or Security Supervisor, if needed to cover for unanticipated absences.

iii. The security services described herein may be modified at the State's discretion as new posts are created and/or old posts are deleted, as circumstances warrant. Additionally, the Contractor will provide additional security personnel in response to *ad hoc* security needs for special events or unforeseen requirements within 24 hours of notice by the State. In the event that the State makes any such temporary or permanent modifications, the following provisions shall apply:

(1) If the modification results in an increase in the number of security guards/hours required, the State shall compensate the Contractor for the additional labor at the rates given in Contract Section C.3.b.ii. Any incidentals, such as uniforms, supplies, and equipment, required by the additional staff shall be at the Contractor's expense.

(2) If the modification results in a decrease in the number of security guards/hours, the Contractor shall provide a pro-rated reduction in the Monthly Security Services Fee, as detailed Contract Section C.3.b.v, in an amount which shall be derived from the hourly rates given in Section C.3.b.ii.

iv. Security services will be managed by the State Office for Information Resources (OIR).

b. For purposes of this contract, security shall include, but not be limited to, the following:

i. Providing surveillance and control of ingress and egress to the specified buildings, grounds and parking areas;

ii. Visually checking employee badges upon entry;

iv. Directing non-badged individuals to sign in and verifying visitor signature and identity;

v. Investigating criminal acts, incidents and accidents committed or occurring on State Property;

vi. Providing communication, cooperation, and assistance to law enforcement and investigating authorities having Federal, State and local jurisdiction, e.g., local Fire Department, Police Department, Sheriff's Department, Tennessee Highway Patrol, Tennessee Bureau of Investigation, and the Federal Bureau of Investigation;

vii. Monitoring of building fire and life safety features including orderly control of evacuations, drills and other exercises that instruct tenants and visitors about building safety.

viii. Identifying and reporting to the appropriate Facility Administrator all existing or potential hazards, etc. A list of current Facility Administrators will be furnished at Contract Start Date.

viii. Monitor air temperature controls alerts, electrical power alarms, and page appropriate service personnel.

Services that are to be performed by all security personnel may include, but are not limited to, the following:

ix. Observing parking lot and building conditions;

x. Offering special attention to proper vehicle parking and presence of parking stickers/insignia;

xi. Checking employee name badges and requiring all visitors sign in/out when entering/leaving buildings;

xii. Detaining all visitors/contractors in lobby areas during non business hours until such time as a State employee escorts them to their destination inside the building and back to the , lobby for the purpose of signing in/out;

xiii. Providing directions/information/assistance as to location within the buildings and any other additional activities that will support security and harmony for State employees or visitors while on State property;

xiv. Performing security related tasks as directed by the Facility Manager and/or Administrator.

c. Parking Lot Security

i. Security personnel will be responsible for patrolling the adjacent parking lots located at the north and south sides of the CCSC, as well as all parking areas for the TSSC. Security personnel are to be observant of any area that could affect safety of employees or visitors and shall report the same observance immediately to the Facility Administrator. Additionally, security personnel will issue written warning tickets for vehicles being parked in areas designated as no parking areas, unauthorized vehicles in State parking lots, State parking permits not visible, State parking permits invalid, or vehicles illegally parked in reserved parking spaces. Parking lot posts may be added or deleted at the State's discretion, subject to the compensation provisions stated above in Section A.31.a.

ii. Patrol Schedule

(1) <u>CCSC</u>

Beginning at 8:00 am, a security officer patrols the perimeter of the building once each hour until 6:00 pm. The perimeter patrol includes a pass through the parking lot to the north and the parking lot to the south of the CCSC facility. Security officers continue to monitor the perimeter of the building via security cameras during overnight hours between 6:00 pm and 8:00 am.

(2) TSSC

Beginning at 8:00 am, a security officer patrols the perimeter of the building once each hour until 6:00 pm. The perimeter patrol includes a security check of the gate to the secondary access road, a pass through the facility parking lot, a pass by the loading dock, and a security check of the front gate. Security officers continue to monitor the perimeter of the building via security cameras during overnight hours between 6:00 pm and 8:00 am.

d. Emergency Plans

The Contractor shall, within thirty (30) days of final approval of the Contract, develop and implement an emergency evacuation plan and security plan for both buildings. The Contractor shall coordinate with each Facility Manager and with each State Facility Administrator to review all disaster response plans for the facilities. This will include all plans for evacuation and other responses to fire, civil disobedience, bomb threats, acts of God and/or other emergencies. One (1) copy of the plans shall be maintained in a binder at each guard post; one (1) copy shall be provided to the Facility Manager for each facility. These procedures will be written and indexed in the State's provided SOP (Standard Operating Procedure) format and maintained in Microsoft Word.

e. Security Personnel Requirements

Security personnel assigned to this contract are required to meet the prerequisite qualifications listed in Attachment E of this contract.

i. Physical Exam

Security personnel assigned to this contract are required to pass a physical examination by a licensed physician, annually. The examination will include drug and alcohol testing. All completed physicals are to be submitted to the Data Center Director within ninety (90) days of Contract Start Date, and annually on the anniversary of the Contract Start Date. The Contractor will have ninety (90) days to submit the Physical documentation for all newly hired guard personnel who become employees under this contract. All costs for the initial and subsequent annual physical examinations will be the responsibility of the Contractor.

ii. Physical Fitness Test

Additionally, all security personnel must pass a Physical Fitness Test (PFT). The test will be administered before security personnel are qualified to be assigned to this contract's scope of work and annually thereafter. The test will be conducted by the Contractor and written verification provided to the State upon successful completion. If security personnel fail the physical or physical fitness test in subsequent years, he/she will be required to be retested within 60 days after the date of the failed test. If security personnel fail either test for the second time, the security personnel will be removed from assignment from this contract until such time as the personnel can successfully pass the physical and physical fitness test. The physical fitness testing standard will require that any potential security personnel be capable of walking or running a distance of 1 mile in ten (10) minutes or less. Potential security personnel must also be capable of ascending

six (6) floors of stairs in five (5) minutes or less. The State reserves the right to administer the PFT to security personnel, if it is deemed necessary to verify results.

iii. Professionalism

All Contractor employees assigned to work in State facilities are expected to be accountable, responsible and able to meet unexpected situations in a calm, competent and professional manner. All security personnel assigned by the Contractor shall be presented to the Facility Administrator or a designated representative of the Facility Administrators office prior to being assigned to any post. The purpose of this presentation is to allow the State an opportunity to concur with the assignment of any person that the Contractor may present. When arriving for such presentation, the security personnel candidate shall be in uniform identical to that which shall be worn during regular shift assignments.

iv. Security Personnel Licensing

All security personnel identified by the Contractor to perform under this contract shall possess at the time of contract performance, all personal licenses, permits, ratings, certifications, accreditations, and other personal credentials required by law, regulation, ordinance, or contract specification prior to starting work at any State facility, grounds, or parking lot. No security personnel shall be assigned to a post if he/she is under a pending license application.

v. Background Checks

The Contractor is responsible for insuring that background checks are completed, at no cost to the State, on all Contractor employees performing security duties under this contract. The Contractor screenings will include, as a minimum, a Tennessee Bureau of Investigation criminal background check, National Crime Information Center background check, a valid Tennessee State driver's license review, written verification of previous two (2) year's of employment, and written verification of at least three references. The cost of any additional background inquiries will also be borne by the Contractor. Contractor shall ensure that no security personnel employed shall have been convicted of a felony. Any security personnel determined to have been convicted of a felony shall not be allowed to serve on a post.

f. Regulatory Requirements for Security Guards

The Contractor shall comply with all applicable requirements of the Private Protective Services Licensing and Regulatory Act, Tennessee Code Annotated Title 62, Chapter 35, Section 101 et seq. "the Act".] Contractor shall be properly licensed under the Act to provide security guards and shall provide licensure information including license number and expiration date. Contractor shall provide security guards that are properly registered under the Act and will provide copies of valid registration cards issued by the Department of Commerce and Insurance. If Contractor claims that it is exempt from the licensure requirements of the Act, or that any security guard it provides is exempt from the registration provisions of the Act, it will provide a written statement describing the factual basis of this exemption and a reference to the part of the Act authorizing the exemption.

g. Security Employee Probation

The Contractor shall assign employees to the State's premises with the understanding that for the first 90 calendar days that assignment is considered probationary. During this probationary period the State may at its own discretion, require the Contractor's employee be removed from the contract. On completion of the probationary period, the State will request removal of a Contractor employee on a cause basis only.

h. Policies and Procedures

The Contractor shall train security personnel, within two (2) weeks of Contract Start Date. The Contractor will create, develop, and maintain an SOP manual (Standard Operating Procedure) for all security policies and procedure. All policies and procedures will be approved by OIR. Using this documentation as a basis for security policies and procedures, the Contractor shall post orders, and individual job duties for an efficient and effective security program for specified buildings, grounds and parking lots. The manual shall include methods of control and specified duties for the various shifts.

i. Training

The Contractor shall ensure that security personnel are trained in all categories of the four (4) security disciplines: Prevention/Protection; Enforcement; Emergency Procedures; Special Equipment. Additionally, during the probationary period of any individual, the Contractor shall provide on-the-job training as follows or as specifically appropriate to the type of services to be delivered. On-the-job training, as interpreted herein, is only conducted under the direct supervision of qualified security personnel (approved by the State) who has by practice and experience, a working knowledge of all of the State's procedures, and practices appropriate to the life safety and security matters of the site.

All replacement security personnel shall meet the same training requirements, and the Contractor shall be responsible to train new and replacement employees in the areas required. The Contractor shall have thirty (30) days to complete this training after hiring of replacement personnel, and must notify the Facility Manager's Office or his/her representative in writing when training is completed.

Each guard will be required to attend, and satisfactorily complete, the training curriculum. The Contractor shall provide written evidence of the completion of such training, detailing the instruction matter covered and instruction periods in each specific area. The Contractor is responsible for coordinating this instruction with Security Supervisors to assure the required protection level is maintained at all times.

At a minimum, the training curricula shall consist of the following:

i. Prevention/Protection

Patrol requirements;

Communication system use and procedures;

Use of vehicles;

Hazard identification: initial action and reporting; Identification systems;

Package screening procedures;

Traffic, Parking Control and Enforcement;

Receiving dock operations and procedures;

Response to fire and intrusion alarms and reports;

Responsibilities of individual posts for timely intervention response to alarms and emergency situations;

Specific escort requirements;

Power and air conditioning alerts; and

Appearance, bearing, and demeanor.

ii. Enforcement

Techniques of handling confrontations with State employees, visitors and contractors;

Techniques of handling normal business contacts with State employees, senior level executives, visitors, special guests and contractors;

Specific post instructions;

Enforcement responsibilities of State's procedures and regulations;

Review of criminal law procedures regarding potential site confrontations; Documentation of and preservation of evidence;

Limitations on search and seizure; and

Proper report writing.

iii. Emergency Procedures

Basic first aid practices;

Evacuation practices;

Bomb search practices; and

Power failure practices.

iv. Special Equipment

Operation of radio communications systems;

Operation of Closed Circuit Television systems; and

Operation of computerized alarm and access control systems.

j. Facility Orientation

Within thirty (30) days of the contract start date, the Contractor will coordinate with the appropriate Facility Manager to conduct orientation training sessions for all security personnel assigned to each building. Such orientation shall be at times determined by mutual agreement, but in no case will security personnel assume the duty in a facility for which he or she has not received the orientation training. It is requested by the State that all security personnel be trained so as to have an understanding of the building emergency plan, be capable of understanding messages from the building emergency alarm system, know how to set the alarm system, know proper procedures in the event of a building emergency, to have read and understand the overall security plan as developed and submitted by the Contractor, know procedures to notify State personnel after hours of any incident considered by the Contractor to be an emergency, monitor and record building equipment readings, etc. (i.e. be capable of summoning assistance from Contractor supervisor, according to predetermined plan if need arises). The Contractor will maintain complete written records of the training provided all security personnel, and will make these records available to the State for verification upon request.

Note - until security personnel have been trained in accordance with security Contractor's training plan, such personnel may not be assigned to a post. Cost of all training is to be borne by the Contractor.

These orientation sessions will be mandatory and will be held at no cost to the State. After orientations have been held for the Contractor's initial assigned staff, any new security personnel assigned to a facility shall be required to work a full shift with an experienced guard prior to assuming the post alone. The orientation shift will be at no cost to the State.

k. Post Orders

The Contractor shall review and update as appropriate within thirty (30) days of Contract Start Date, the existing Post Orders for each post in each facility. Post Orders shall include methods of control of ingress and egress; systems operations requirements; appropriate uniform wear; key telephone contact numbers; and other specified duties for the various shifts. Post Orders for newly established posts shall be developed and written within thirty (30) days of creation of the post. All Post Orders shall be submitted to the State Facility Administrator for review and approval. One (1) copy of the Post Orders shall be kept in a binder at each post at all times; one (1) copy of all the Post Orders pertaining to all the posts within a facility shall be maintained and available to the Security Supervisor at all times; one (1) copy of each of the Post Orders for a facility shall be provided to the Facility Manager. All Post Orders shall be reviewed and updated annually or more often if there are significant changes to a post's procedures.

l. Uniforms

The Contractor shall furnish all appropriate uniforms, supplies and equipment necessary to perform the services required by this Contract (i.e., two-way radio equipment, security vehicles, identification tags, forms, registers, etc.). Security personnel uniforms shall present a professional appearance. Appropriate company and position identification shall be plainly visible on all garments. All uniforms shall be consistent in color, design and appearance throughout all State facilities serviced under this Contract. The only acceptable footwear will be polished black shoes. Security personnel will remain in complete uniform at all times when on duty unless specifically authorized otherwise by the Facility Administrator. Alternate uniforms for special circumstances will be approved on a case by case basis by the Facility Administrator.

m. Security Equipment

The Contractor shall provide radio equipment as necessary to accomplish the security functions at each of the various facilities, grounds, and parking lots. The Contractor shall maintain a sufficient number of extra compatible communication devices, batteries, chargers and other accessories to insure instant replacement for non-working units and to allow for immediate response to temporary *ad hoc* security requirements. All security personnel on duty shall be equipped with a compatible communication device with a common authorized frequency. In addition, three (3) other identical devices are to be supplied for use by the Facility Manager so as to monitor security procedures, and respond immediately to security questions at their respective buildings.

All equipment provided by the Contractor is to be maintained by the Contractor and the Contractor shall have sole responsibility for the same. All such equipment shall be in good working order, and may be tested by the State to assure compliance. Equipment used on State property, may be stored on State property when not in use (i.e. overnight/weekends), if approved by the Facility Manager, and shall be at a location determined by the Facility Manager. The State is not responsible for the Contractor's equipment stored at State facilities. The transport of said equipment to the designated location is the responsibility of the Contractor.

n. Shifts

The Contractor is to provide security personnel to manage a Contractor-specified number of shifts as designated for the performance of this contract agreement. The relating/receiving information to contract Contractor's office, preparation of attendance reports, payroll, and distribution of employment applications or the performance of other activities relating to the management or personnel administration of contract Security Company's business shall not be performed on State property. In the event any and or all post(s) are left unmanned due to absenteeism, sickness, accidents, etc., the Contractor is to have a maximum of sixty (60)

minutes to provide qualified replacement guard(s) for all unmanned post(s). The Contractor shall provide a Security Supervisor on-site at each of the CCSC and TSSC sites Monday through Friday from 8 am until 5 pm. The Security Supervisor shall be available to respond to requests by the State Facility Administrator, the Data Center Director, or contract security employees to make unexpected visits to facilities covered by this contract agreement, for the purpose of filling vacant posts, resolving personnel matters, and other related situations in a professional manner. A Security Supervisor shall be available 24x7x365, and shall be able to arrive at any facility covered by this contract agreement within one (1) hour of being summoned. The normal or routine schedule is to be determined by the State Facility Administrator.

No security personnel assigned under this Contract shall perform duties in excess of eight (8) continuous hours without a minimum of twelve (12) hours off-duty rest time. Post shift hours maybe extended, however, they will not exceed twelve (12) continuous hours without a minimum of fourteen (14) hours off-duty time. In time of emergency (e.g., natural disaster, terrorist attack, prolonged severe weather, etc.) and with the prior approval of State Facility Administrator, this provision may be waived for the duration of the emergency. Only the State Facility Administrator can authorize any changes to the aforementioned schedule of work hours.

o. Sign in/out Registers

The Contractor will maintain appropriate Sign In/Sign Out registers for their personnel, State employees and visitors/vendors. Such registers will be located and controlled at each post responsible for monitoring ingress/egress at each specified building. The registers will be filed daily with the Facility Manager. The sign in/out registers for security personnel will be checked by the Facility Manager and will become the State's basic documentation for confirmation of contractual obligations. The Contractor will also monitor and control parking area access as appropriate to assure security for State employees and visitors. The Contractor will also lock and unlock various doors in facilities at times designated by the State.

p. Reporting

All security personnel shall log and report all unusual events during their shift. Security personnel are expected to take adequate measures based on Contractor's established and approved policies and procedures to protect the State's employees, visitors and properties and provide assistance in the event of any emergency situation. All rounds reports, event reports, accident reports, and observations will include details and time stamps.

q. Supervisor Duties

i. Upon arrival for duty, read all shift logs from the preceding shift or shifts, and record any incident requiring investigation/scrutiny. This should be done as soon as possible after arrival.

ii. Relate to State employees in a positive and courteous manner when questions are asked and cooperate with the contract services and Facility Administrators to resolve issues and obtain instructions and answers to questions as necessary.

iii. Monitor security personnel to insure that only State business is being conducted while they are on duty. Officers are not to conduct personal business or vendor business that does not relate to the State contract. The State will not pay for any costs that may be a result of Contractor personnel conducting other than State business.

iv. Attend an informal staff meeting, with the Facility Administrator, Data Center Director, and the Custodial Supervisor, in the facility administrator's office to discuss and

exchange information relating to the facilities. Staff meetings shall occur, upon Contract Start Date, and quarterly thereafter, unless otherwise needed.

v. Fill any vacant posts either with substitute personnel or by the supervisor. Note – excluding breaks or meals, in the case of a posting modification requiring additional security personnel/hours when the Security Supervisor fills a post not to exceed a maximum of two (2) hours per shift unless approved by the Facility Administrator, the hourly rate for Security Officers will be charged and paid, and not the Senior Security Officer or Security Supervisor rates, if the rates are different. The Security Supervisor's normal or routine schedule is to be determined by the Facility Administrator.

vi. Assist all security personnel in the performance of their duties.

vii. Carry a cell phone or pager at all times, and respond to any calls within one (1) hour maximum.

viii. Submit all forms utilized by the Contractor relating to State business to the Facility Administrators office daily and forms are to be separated/designated by date and incident.

r. State Requirements

i. The State may require the Contractor to exclude from work such employees as it deems incompetent, careless, insubordinate, unsuitable, or otherwise objectionable, or whose continued employment in security is determined to be contrary to the public interest or inconsistent with the best interest of the State. This shall include, but not be limited to, the following:

(1) Falsifying documents

(2) Infrequent patrolling procedures

(3) Loss, destruction, or irresponsible use of State equipment, or keys entrusted to its charge.

(4) Unsatisfactory performance

Employees dismissed for cause or other reasons deemed necessary by the State, shall not be allowed to return, at a future date, to any posting at any facility covered by this contract.

ii. The State specifically reserves the right to approve or disapprove any person being assigned to a post, prior to assignment to any State post (new employees), and furthermore may withdraw approval which was previously granted based on actions of security personnel or upon learning of information about said personnel that was not known prior to the personnel being assigned, and employment of the personnel in a State building would not be in the best interest of the State.

iii. Security stations (e.g., desks, chairs, telephones, etc.) shall be provided and designated by the State to be occupied by the Contractor's employees.

iv. The State is not responsible for the safekeeping and condition of stored equipment and will not be held responsible or liable for damage, theft, vandalism to said equipment while stored on State property.

B. CONTRACT TERM:

This Contract shall be effective for the period commencing on June 21, 2010 and ending on June 20, 2015. The State shall have no obligation for services rendered by the Contractor which are not performed within the specified period.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed Fourteen Million Three Hundred Thirteen Thousand Three Hundred Thirty-One Dollars ($14,313,331.00). 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:

i. Routine Maintenance Items.

(1) Routine Maintenance Items are products and services with usage patterns that can be predicted with reasonable accuracy in advance of their need. Examples include, but are not limited to, cleaning and janitorial supplies; normal wear items such as air filters, light bulbs, and ballasts; and any other supplies or services having recommended replacement schedules described in equipment maintenance/service manuals. The Contractor shall perform routine maintenance in accordance with the original equipment manufacturers' specifications and industry-standard best practices.

(2) Work associated with Routine Maintenance Items shall be performed by Contractor staff already on-site at the State Data Centers, during normal working hours, and the Contractor shall not invoice the State separately for these labor hours. This shall include work performed by the On-Site Facility Managers, On-Site Senior Electricians, and On-Site Senior Mechanical and HVAC Specialists, as detailed in Contract Section A.23.

(3) The State shall compensate the Contractor for Routine Maintenance Items through a monthly maintenance fee, which shall be invoiced at the end of the

month during which the maintenance services were provided. In return for the monthly maintenance fee, the Contractor shall provide to the State all of the products/services indicated in the "Routine Maint." Column in Contract Attachment B, for both data center locations.

Service Description	Amount (per compensable increment)				
	Year 1 (06/21/10 – 06/20/11)	**Year 2** (06/21/11 – 06/20/12)	**Year 3** (06/21/12 – 06/20/13)	**Year 4** (06/21/13 – 06/20/14)	**Year 5** (06/21/14 – 06/20/15)
Monthly Maintenance Fee	$135,974.00	$134,458.00	$137,299.00	$140,900.00	$144,610.00

ii. Standard Time and Materials (T&M) Items.

(1) Standard T&M items are labor or parts/supplies ("Materials") for which the State will compensate the Contractor. Examples include, but are not limited to: labor hours outside of normal State work hours or hours worked by specialized personnel (in addition to normal on-site Contractor staff); diesel fuel; and parts/supplies required for enhancements or break/fix repairs. Note that consumables, such as toilet paper, soap, and cleaning products are not considered "Materials."

(2) Whenever appropriate and possible, work shall be performed by Contractor staff already on-site at the State Data Center, during normal working hours, and the Contractor shall not invoice the State separately for these labor hours.

(3) If a given repair event cannot be performed by Contractor staff already on-site at the State Data Center, or cannot be performed during normal State work hours, then the Contractor shall obtain written approval from the State prior to beginning the work. In this case, the Contractor will submit a written request to the State that describes the personnel required and the maximum number of hours the Contractor anticipates for the repair. The Contractor may work this number of hours; however, the Contractor must request an additional written approval from the State for any hours over this amount. The State will compensate the Contractor for such hours at the Reimbursable Hourly Rates listed below. The same rates apply regardless of whether hours are normal working hours or overtime hours.

(4) The State may require the Contractor to provide written documentation to substantiate parts/supplies and labor expenses.

(5) In the event that the State wishes to purchase spare parts/supplies from inventories remaining at the end of the contract, the Contractor shall base its price to the State on the original purchase price for the parts/supplies in question, and not on the price current at the time of the State's purchase.

(6) All hourly rates indicated by asterisks (*) below are subject to State of Tennessee Prevailing Wage Rate laws. The State will not pay any amount in excess of the amounts that appear below; if the Prevailing Wage Rate regulations require that the vendor pay more than the vendor originally anticipated, the vendor will be responsible for the difference, not the State.

REIMBURSABLE HOURLY RATES

Service Description	Amount (per compensable increment)				
	Year 1 (06/21/10 – 06/20/11)	**Year 2** (06/21/11 – 06/20/12)	**Year 3** (06/21/12 – 06/20/13)	**Year 4** (06/21/13 – 06/20/14)	**Year 5** (06/21/14 – 06/20/15)
Facility Manager	$48.43 per hour	$ 49.88 per hour	$ 51.38 per hour	$ 52.92 per hour	$ 54.51 per hour
Architect	$113.95 per hour	$ 116.93 per hour	$ 120.89 per hour	$ 124.85 per hour	$ 128.82 per hour
Mechanical Engineer	$ 143.68 per hour	$ 147.64 per hour	$ 152.60 per hour	$ 156.56 per hour	$ 161.52 per hour
Electrical Engineer	$ 143.68 per hour	$ 147.64 per hour	$ 152.60 per hour	$ 156.56 per hour	$ 161.52 per hour
* Licensed Electrician	$ 49.97 per hour	$51.47 per hour	$ 53.01 per hour	$ 54.60 per hour	$ 56.24 per hour
* Senior Electrician	$ 49.97 per hour	$ 51.47 per hour	$ 53.01 per hour	$ 54.60 per hour	$ 56.24 per hour
Senior Mechanical and HVAC Specialist	$ 52.17 per hour	$ 53.73 per hour	$ 55.35 per hour	$ 57.01 per hour	$ 58.72 per hour
* Plumber	$ 47.71 per hour	$ 49.14 per hour	$ 50.61 per hour	$ 52.13 per hour	$ 53.70 per hour
* Senior Level Plumber	$ 50.09 per hour	$ 51.60 per hour	$ 53.14 per hour	$ 54.74 per hour	$ 56.38 per hour
Project Manager	$ 59.24 per hour	$ 61.02 per hour	$ 62.85 per hour	$ 64.74 per hour	$ 66.68 per hour
* Unskilled Labor	$ 14.04 per hour	$ 14.46 per hour	$ 14.89 per hour	$ 15.34 per hour	$ 15.80 per hour
* General Skilled Labor	$ 37.22 per hour	$ 38.33 per hour	$ 39.48 per hour	$ 40.67 per hour	$ 41.89 per hour

Service Description	Amount (per compensable increment)				
	Year 1 (06/21/10 – 06/20/11)	Year 2 (06/21/11 – 06/20/12)	Year 3 (06/21/12 – 06/20/13)	Year 4 (06/21/13 – 06/20/14)	Year 5 (06/21/14 – 06/20/15)
Custodian	$ 14.04 per hour	$ 14.04 per hour	$ 14.04 per hour	$ 14.04 per hour	$ 14.04 per hour
Lawn Care Supervisor	$ 21.06 per hour	$ 21.06 per hour	$ 21.06 per hour	$ 21.06 per hour	$ 21.06 per hour
Lawn Care Specialist	$ 17.82 per hour	$ 17.82 per hour	$ 17.82 per hour	$ 17.82 per hour	$ 17.82 per hour
Security Officer	$ 12.25 per hour	$ 12.60 per hour	$ 12.96 per hour	$ 13.33 per hour	$ 13.72 per hour
Senior Security Officer	$ 13.63 per hour	$ 14.02 per hour	$ 14.42 per hour	$ 14.84 per hour	$ 15.29 per hour
Security Supervisor	$ 17.80 per hour	$ 18.31 per hour	$ 18.85 per hour	$ 19.39 per hour	$ 19.96 per hour

(7) Parts/Supplies and Diesel Fuel expenses are invoiced to the State at the price the Contractor paid for the items in question, plus a mark-up amount at the percentage stated below.

Service Description	Amount (per compensable increment)				
	Year 1 (06/21/10 – 06/20/11)	Year 2 (06/21/11 – 06/20/12)	Year 3 (06/21/12 – 06/20/13)	Year 4 (06/21/13 – 06/20/14)	Year 5 (06/21/14 – 06/20/15)
Parts/Supplies Mark-Up Percentage	10.10 %	10.10 %	10.10 %	10.10 %	10.10 %
Diesel Fuel Mark-Up Percentage	8.00 %	8.00 %	8.00 %	8.00 %	8.00 %

iii. Cost-Capped Materials. Cost-Capped Materials are part/supplies required for enhancements or break-fix repairs, with usage patterns that cannot be predicted with reasonable accuracy in advance of their need. Note that consumables, such as toilet paper, soap, and cleaning products are not considered "Materials."

(1) Compensable Cost-Capped Materials. The State will compensate the Contractor for parts/supplies associated with enhancements or break/fix repairs, including, but not limited to, incidental components such as electrical outlets, wire,

switches, as well as repair components such as compressors, bearings, heaters, fan motors, if the respective expenses meet either of the following criteria:

(a) Parts/supplies expenses that exceed $2,500 for any one repair event (the State will pay the full amount, not just the amount in excess of $2,500);

(b) Parts/supplies expenses in excess of the Materials Out-Of-Pocket Expense Cap threshold described in C.3.b.iii.(2), subsections (b) and (c) below.

Note that "Parts/supplies expenses" includes the "Parts Supplies Mark-Up Percentage" amount described C.3.b.ii.(7).

The labor for performing enhancements or break/fix repairs will not be included in the calculation of the parts/supplies expense for a given repair event. In all cases the Contractor shall make its best effort to ensure that all enhancement and break/fix work is performed by staff already on-site at the data center. The State will compensate the Contractor for labor for enhancements and break/fix repairs in accordance with the provisions of Contract Sections C.3.b.ii.(2) and (3) above.

(2) Non-Compensable Cost-Capped Materials.

(a) For a given enhancement or repair event, if the parts/supplies expenses do not exceed the thresholds given in Contract Sections C.3.b.iii.(1)(a) and C.3.b.iii.(1)(b), above, the State shall not compensate the Contractor for the parts/supplies required for the repair, and such parts/supplies shall be known as "Non-Compensable Cost-Capped Materials." For each Contract year, the State will track the aggregate total cost of Non-Compensable Cost-Capped Materials that do not exceed the thresholds. This running total is known as the "Materials Out-Of-Pocket Expense."

(b) The State shall not compensate the Contractor for Cost-Capped Materials until the Contractor's Materials Out-Of-Pocket Expense exceeds the "Materials Out-Of-Pocket Expense Cap" in any Contract year. In Contract Year 1 the Materials Out-Of-Pocket Expense Cap will be $100,000. In the event that Materials Out-Of-Pocket Expenses are less than $100,000 in Contract Year 1, the difference shall be carried forward into the Contract Year 2, and shall have the effect of increasing the Out-Of-Pocket Expense Cap for Contract Year 2 by the amount of the difference. This same process of carrying forward residual amounts shall apply to all Contract Years. The Materials Out-Of-Pocket Expense Cap for Years 2 though 5 of the Contract shall be $100,000 plus any residual amount(s) carried forward from the previous year(s).

(c) The State will compensate the Contractor for parts/supplies needed for an enhancement or break/fix repair in which the Contractor's parts/supplies expense, when added to the running total of the Materials Out-Of-Pocket Expense would result in a Materials Out-Of-Pocket Expense that exceeds the Materials Out-Of-Pocket Expense Cap for the year in question. In each case, the State will compensate the Contractor for the parts/supplies cost in excess, as well as any subsequent Cost-Capped T&M Item expenses incurred within the same Contract year.

(3) At the end of the contract, if there is an amount remaining in the Materials Out-Of-Pocket Expense Cap (meaning that the Materials Out-Of-Pocket Expenses for Contract Year 5 did not exceed the Materials Out-Of-Pocket Expense Cap for that year), the Contractor shall reimburse the State for the amount remaining.

This reimbursement shall be made in one, or both, of the following ways, until the entire remaining balance is restored to the State: (i) reduction of invoice(s) (this shall be the method of first resort); or (ii) check made out to the State of Tennessee, Department of Finance and Administration.

iv. Lawn Care Services.

(1) The lawn care fee shall be prorated for partial acres in an amount directly related to the size of the partial acre. For example, if the partial acre is one-quarter (1/4) acre in size, the rate for this partial acre shall be determined by multiplying the rate in the table below by .25.

Service Description	Amount (per compensable increment)				
	Year 1 (06/21/10 – 06/20/11)	Year 2 (06/21/11 – 06/20/12)	Year 3 (06/21/12 – 06/20/13)	Year 4 (06/21/13 – 06/20/14)	Year 5 (06/21/14 – 06/20/15)
Monthly Lawn Care Fee	$ 133.00 per acre / per month	$ 133.00 per acre / per month	$ 133.00 per acre / per month	$ 133.00 per acre / per month	$ 133.00 per acre / per month

v. Security Services.

Service Description	Amount (per compensable increment)				
	Year 1 (06/21/10 – 06/20/11)	Year 2 (06/21/11 – 06/20/12)	Year 3 (06/21/12 – 06/20/13)	Year 4 (06/21/13 – 06/20/14)	Year 5 (06/21/14 – 06/20/15)
Monthly Security Services Fee	$ 44,293.00 per month	$ 45,622.00 per month	$ 46,991.00 per month	$ 48,401.00 per month	$ 49,853.00 per month

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:

Max Arnold, Executive Director
Capital Complex Service Center
901 5th Avenue North
Nashville, TN 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 Finance and Administration, Office for Information Resources;
(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 sixty (60) 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 A, hereto, semi-annually during the period of this Contract. Such attestations shall be maintained by the Contractor and made available to state officials upon request.

b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the period of this Contract, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work relative to this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work relative to this Contract. Attestations obtained from such subcontractors shall be maintained by the Contractor and made available to state officials upon request.

c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Said records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.

d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Public Chapter 878 of 2006 for acts or omissions occurring after its effective date. This law requires the Commissioner of Finance and Administration to prohibit a contractor from contracting with, or submitting an offer, proposal, or bid to contract with the State of Tennessee to supply goods or services for a period of one year after a contractor is discovered to have knowingly used the services of illegal immigrants during the performance of this Contract.

e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not either a United States citizen, a Lawful Permanent Resident, or a person whose physical presence in the United States is authorized or allowed by the federal Department of Homeland Security and who, under federal immigration laws and/or regulations, is authorized to be employed in the U.S. or is otherwise authorized to provide services under the Contract.

D.9. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.

D.10. Prevailing Wage Rates. All contracts for construction, erection, or demolition or to install goods or materials that involve the expenditure of any funds derived from the State require compliance with the prevailing wage laws as provided in *Tennessee Code Annotated*, Section 12-4-401 *et seq.*.

D.11. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.

D.12. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.

D.13. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.

D.14. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

The Contractor, being an independent contractor and not an employee of the State, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Contractor's employees, and to pay all applicable taxes incident to this Contract.

D.15. State Liability. The State shall have no liability except as specifically provided in this Contract.

D.16. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.

D.17. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.

D.18. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.

D.19. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.

D.20. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.

D.21. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

E. SPECIAL TERMS AND CONDITIONS:

E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.

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

The State:

Max Arnold, Executive Director
Finance and Administration
Office of Information Resources
Capital Complex Service Center
901 5th Avenue North
Nashville, TN 37243
Max.Arnold@tn.gov
Telephone # 615-253-4382
FAX # 615-741-7341

The Contractor:

Dan McBride, Vice President of Construction
Linc Government Services, LLC
101 Walton Way
Hopkinsville, KY 42240
dan.mcbride@lincfs.com
Telephone # 270-885-4675
FAX # 270-886-2316

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

E.3. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

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

E.5. Voluntary Buyout Program. The Contractor acknowledges and understands that, for a period of two years beginning August 16, 2008, restrictions are imposed on former state employees who received a State of Tennessee Voluntary Buyout Program (VBP) severance payment with regard to contracts with state agencies that participated in the VBP.

a. The State will not contract with either a former state employee who received a VBP severance payment or an entity in which a former state employee who received a VBP severance payment or the spouse of such an individual holds a controlling financial interest.

b. The State may contract with an entity with which a former state employee who received a VBP severance payment is an employee or an independent contractor. Notwithstanding the foregoing, the Contractor understands and agrees that there may be unique business circumstances under which a return to work by a former state employee who received a VBP severance payment as an employee or an independent contractor of a State contractor would not be appropriate, and in such cases the State may refuse Contractor personnel. Inasmuch, it shall be the responsibility of the State to review Contractor personnel to identify any such issues.

c. With reference to either subsection a. or b. above, a contractor may submit a written request for a waiver of the VBP restrictions regarding a former state employee and a contract with a state agency that participated in the VBP. Any such request must be submitted to the State in the form of the *VBP Contracting Restriction Waiver Request* format available from the State and the Internet at: www.state.tn.us/finance/rds/ocr/waiver.html. The determination on such a request shall be at the sole discretion of the head of the state agency that is a Party to this Contract, the Commissioner of Finance and Administration, and the Commissioner of Human Resources.

E.6. Insurance. The Contractor shall carry adequate liability and other appropriate forms of insurance.

a. The Contractor shall maintain, at minimum, the following insurance coverage:

(1) Workers' Compensation/ Employers' Liability (including all states coverage) with a limit not less than the relevant statutory amount or one million dollars ($1,000,000) per occurrence for employers' liability whichever is greater.

(2) Comprehensive Commercial General Liability (including personal injury & property damage, premises/operations, independent contractor, contractual liability and completed operations/products) with a bodily injury/property damage combined single limit not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate.

(3) Automobile Coverage (including owned, leased, hired, and non-owned vehicles) with a bodily injury/property damage combined single limit not less than one million dollars ($1,000,000) per occurrence.

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

E.7. 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.8. State Ownership of Work Products. The State shall have ownership, right, title, and interest, including ownership of copyright, in all work products, including computer source code, created, designed, developed, derived, documented, installed, or delivered under this Contract subject to the next subsection and full and final payment for each "Work Product." The State shall have royalty-free and unlimited rights and license to use, disclose, reproduce, publish, distribute, modify, maintain, or create derivative works from, for any purpose whatsoever, all said Work Products.

a. To the extent that the Contractor uses any of its pre-existing, proprietary or independently developed tools, materials or information ("Contractor Materials"), the Contractor shall retain all right, title and interest in and to such Contractor Materials, and the State shall acquire no right, title or interest in or to such Contractor Materials EXCEPT the Contractor grants to the State an unlimited, non-transferable license to use, copy and distribute internally, solely for the State's internal purposes, any Contractor Materials reasonably associated with any Work Product provided under the Contract.

b. The Contractor shall furnish such information and data as the State may request, including but not limited to computer code, that is applicable, essential, fundamental, or intrinsic to any Work Product and Contractor Materials reasonably associated with any Work Product, in accordance with this Contract and applicable state law.

c. Nothing in this Contract shall prohibit the Contractor's use for its own purposes of the general knowledge, skills, experience, ideas, concepts, know-how, and techniques obtained and used during the course of providing the services requested under this Contract.

d. Nothing in the Contract shall prohibit the Contractor from developing for itself, or for others, materials which are similar to and/or competitive with those that are produced under this Contract.

E.9. Competitive Procurements. In certain cases, this Contract provides for reimbursement of the cost of goods, materials, supplies, equipment, or contracted services. Such procurements shall be made on a competitive basis, where practical. The Contractor shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Contract. In each instance where it is determined that use of a competitive procurement method was not practical, said documentation shall include a written justification, approved by the Commissioner

of the Department of Finance and Administration, for such decision and non-competitive procurement.

E.10. 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.11. 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.12. 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.13. Lobbying. The Contractor certifies, to the best of its knowledge and belief, that:

a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, ``Disclosure Form to Report Lobbying," in accordance with its instructions.

c. The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, *U.S. Code*.

E.14. 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-31701-03016 (Attachment 6.2, Section B.15) 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.15. Limitation of Liability. The parties agree that the Contractor's liability under this Contract shall be limited to an amount equal to two (2) times the Maximum Liability amount detailed in Section C.1. and as may be amended, PROVIDED THAT in no event shall this section limit the liability of the Contractor for intentional torts, criminal acts, or fraudulent conduct.

E.16. 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.17. Breach. A party shall be deemed to have breached the Contract if any of the following occurs:

— failure to perform in accordance with any term or provision of the Contract;
— partial performance of any term or provision of the Contract;
— any act prohibited or restricted by the Contract, or
— violation of any warranty.

For purposes of this Contract, these items shall hereinafter be referred to as a "Breach."

a. Contractor Breach— The State shall notify Contractor in writing of a Breach.

(1) In event of a Breach by Contractor, the State shall have available the remedy of Actual Damages and any other remedy available at law or equity.

(2) Liquidated Damages— In the event of a Breach, the State may assess Liquidated Damages. The State shall notify the Contractor of amounts to be assessed as Liquidated Damages. The parties agree that due to the complicated nature of the Contractor's obligations under this Contract it would be difficult to specifically designate a monetary amount for a Breach by Contractor as said amounts are likely to be uncertain and not easily proven. Contractor hereby represents and covenants it has carefully reviewed the Liquidated

Damages contained in above referenced, Attachment C and agree that said amounts represent a reasonable relationship between the amount and what might reasonably be expected in the event of Breach, and are a reasonable estimate of the damages that would occur from a Breach. It is hereby agreed between the parties that the Liquidated Damages represent solely the damages and injuries sustained by the State in losing the benefit of the bargain with Contractor and do not include any injury or damage sustained by a third party. The Contractor agrees that the liquidated damage amount is in addition to any amounts Contractor may owe the State pursuant to the indemnity provision or other section of this Contract.

The State may continue to withhold the Liquidated Damages or a portion thereof until the Contractor cures the Breach, the State exercises its option to declare a Partial Default, or the State terminates the Contract. The State is not obligated to assess Liquidated Damages before availing itself of any other remedy. The State may choose to discontinue Liquidated Damages and avail itself of any other remedy available under this Contract or at law or equity; provided, however, Contractor shall receive a credit for said Liquidated Damages previously withheld except in the event of a Partial Default.

(3) Partial Default— In the event of a Breach, the State may declare a Partial Default. In which case, the State shall provide the Contractor written notice of: (1) the date which Contractor shall terminate providing the service associated with the Breach; and (2) the date the State will begin to provide the service associated with the Breach. Notwithstanding the foregoing, the State may revise the time periods contained in the notice written to the Contractor.

In the event the State declares a Partial Default, the State may withhold, together with any other damages associated with the Breach, from the amounts due the Contractor the greater of: (1) amounts which would be paid the Contractor to provide the defaulted service; or (2) the cost to the State of providing the defaulted service, whether said service is provided by the State or a third party. To determine the amount the Contractor is being paid for any particular service, the Department shall be entitled to receive within five (5) days any requested material from Contractor. The State shall make the final and binding determination of said amount.

The State may assess Liquidated Damages against the Contractor for any failure to perform which ultimately results in a Partial Default with said Liquidated Damages to cease when said Partial Default is effective. Upon Partial Default, 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. Contractor agrees to cooperate fully with the State in the event a Partial Default is taken.

(4) Contract Termination— In the event of a Breach, the State may terminate the Contract immediately or in stages. The Contractor shall be notified of the termination in writing by the State. Said notice shall hereinafter be referred to as Termination Notice. The Termination Notice may specify either that the termination is to be effective immediately, on a date certain in the future, or that the Contractor shall cease operations under this Contract in stages. In the event of a termination, the State may withhold any amounts which may be due Contractor without waiver of any other remedy or damages available to the State at law or at equity. The Contractor shall be liable to the State for any and all damages incurred by the State and any and all expenses incurred by the State which exceed the amount the State would have paid Contractor under this

Contract. Contractor agrees to cooperate with the State in the event of a Contract Termination or Partial Takeover.

b. State Breach— In the event of a Breach of Contract by the State, the Contractor shall notify the State in writing within 30 days of any Breach of Contract by the State. Said notice shall contain a description of the Breach. Failure by the Contractor to provide said written notice shall operate as an absolute waiver by the Contractor of the State's Breach. In no event shall any Breach on the part of the State excuse the Contractor from full performance under this Contract. In the event of Breach by the State, the Contractor may avail itself of any remedy at law in the forum with appropriate jurisdiction; provided, however, failure by the Contractor to give the State written notice and opportunity to cure as described herein operates as a waiver of the State's Breach. Failure by the Contractor to file a claim before the appropriate forum in Tennessee with jurisdiction to hear such claim within one (1) year of the written notice of Breach shall operate as a waiver of said claim in its entirety. It is agreed by the parties this provision establishes a contractual period of limitations for any claim brought by the Contractor.

E.18. Partial Takeover. The State may, at its convenience and without cause, exercise a partial takeover of any service which the Contractor is obligated to perform under this Contract, including but not limited to any service which is the subject of a subcontract between Contractor and a third party, although the Contractor is not in Breach (hereinafter referred to as "Partial Takeover"). Said Partial Takeover shall not be deemed a Breach of Contract by the State. Contractor shall be given at least 30 days prior written notice of said Partial Takeover with said notice to specify the area(s) of service the State will assume and the date of said assumption. Any Partial Takeover by the State shall not alter in any way Contractor's other obligations under this Contract. The State may withhold from amounts due the Contractor the amount the Contractor would have been paid to deliver the service as determined by the State. The amounts shall be withheld effective as of the date the State assumes the service. Upon Partial Takeover, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

IN WITNESS WHEREOF,

LINC GOVERNMENT SERVICES, LLC:

Philip B Rogers 6/4/2010

CONTRACTOR SIGNATURE **DATE**

Philip B Rogers CEO

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

DEPARTMENT OF FINANCE AND ADMINISTRATION:

M. D. Goetz Jr. 6-8-10

M. D. GOETZ, JR., COMMISSIONER MOA **DATE**

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

SUBJECT CONTRACT NUMBER:	20970
CONTRACTOR LEGAL ENTITY NAME:	Linc Government Services, LLC
FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number)	61-1198480

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.

Phil B Rogers

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.

Philip B Rogers CEO

PRINTED NAME AND TITLE OF SIGNATORY

6/4/2010

DATE OF ATTESTATION

PRODUCTS AND SERVICES PAYMENT METHODOLOGIES

In the table that follows, for purposes of Contractor obligations and compensation, the Contractor shall assume that any Contract Reference Number given also contains any and all indented items that fall under that number, assuming those numbers are not directly referenced elsewhere on the table.

Cont. Ref.	Product / Service Description	Routine Maint. C.3.b.i	Stand. T&M C.3.b.ii	Cost - Capped Materials C.3.b.iii	Separate Lawn Care/ Security Rates C.3.b.iv & v
A.4	Building Analysis and Condition Assessment		X		
A.5	Building Condition Remediation		X		
A.5.a	Labor for Building Remediation		X		
A.5.b	Parts/supplies required for remediation activities			X	
A.7.a	SOP Manual (Initial Delivery)	X			
A.7.b	SOP Manual Maintenance	X			
A.8.a	Contractor participation in Data Center commissioning	X			
A.8.b	Contractor preparation for transition to subsequent Contractor	X			
A.8.b.ii	Written transition plan		X		
A.9.	Alert Monitoring Per Data Center	X			
A.10.a	Physical plant systems operations, maintenance, and monitoring, conforming to industry best practices	X			
A.10.b	Maintain as-built drawings and create schematics	X			
A.10.c	Develop and maintain maintenance schedules for equipment and building's infrastructure	X			
A.10.d	Provide a CMMS for tracking, monitoring, etc.	X			
A.10.e	Ensure all filters, belts, fasteners, fixtures, lubricants, and other routine maintenance items are installed and working properly	X			
A.10.f	Maintain supply of maintenance and critical replacement parts/supplies either on-site or readily available	X			
A.10.g	Maintain a complete hardware set on-site in order to maintain facility	X			
A.10.h	Provide and maintain complete up-to-date documentation (naming standard and conventions, UPS, Breakers, PDUs, circuits, schematics of computer breaker hookups, and panel schedules	X			

Cont. Ref.	Product / Service Description	Routine Maint. C.3.b.i	Stand. T&M C.3.b.ii	Cost - Capped Materials C.3.b.iii	Separate Lawn Care/ Security Rates C.3.b.iv & v
A.10.i	Provide a method for tracking and measuring circuit loads and capacity, as not to allow any over loading or under utilization of UPS, PDUs or circuits	X			
A.10.j	Provide (for new or modified equipment) and maintain interfaces into the facilities monitoring and control systems. The Contractor will ensure that all critical systems are properly monitored in real time and have a planned and documented response to critical events.	X			
A.10.k	Perform any enhancements or break/fix repairs needed to maintain the physical plant systems			X	
A.11	Use preventative maintenance to ensure the availability of the entire data center power train (generators, transfer switches, transformers, batteries, breakers and switches, PDUs, UPSs, etc...) and cooling train (CRACs, CRAHs, humidifiers, condensers, VAVs, chillers.	X			
A.11.a	Maintain all preventative maintenance, whether unscheduled or scheduled, on a Contractor-provided Computerized Maintenance Management System	X			
A.11.b	Develop a calendar-based scheduled maintenance inspection for each facility during which fully trained and qualified maintenance experts observe the physical infrastructure equipment to look for changes in equipment appearance and performance and listen for changes in the sounds produced by the equipment	X			
A.11.c	Provide historical data for reporting usage trends, capacity demands, meantime to failure, and downtime / repair statistics	X			
A.11.d	Identify potential issues and take immediate action to prevent a future failure	X			
A.11.e	Ensure that all major equipment is maintained under either a service maintenance program or warranties provided by the original equipment manufacturer and that the preventative maintenance procedures include all manufacturers' recommendations and best practices. The maintenance may include but is not limited to thermal scanning, calibration, adjustments, cleaning / replacing air or water filters, lubrication, and replacement of parts or updating of physical infrastructure firmware / software	X			

Cont. Ref.	Product / Service Description	Routine Maint. C.3.b.i	Stand. T&M C.3.b.ii	Cost - Capped Materials C.3.b.iii	Separate Lawn Care/ Security Rates C.3.b.iv & v
A.11.f	Adhere to all maintenance procedures and schedules recommended in manufacturers' manuals	X			
A.11.g	Provide two mechanical staff and one Facility Manager for each facility 24x7x365 and be onsite 8 to 5 M-F, who will be responsible to operate, maintain, and repair all the HVAC, power, and mechanical systems in the facility. The Contractor will provide qualified technicians that will act as the operations engineering staff for the facility, and as such, will be trained to have a working knowledge of all the electrical systems and their operation in the event of an emergency.	X			
A.11.h	The Contractor shall monitor, maintain, and test general maintenance items including but not limited to plumbing, lamp changes, wiring, etc.	X			
A.11.i	Provide and / or ensure availability of proper diagnostic tools on-site to accomplish all preventative maintenance and define efficiency goals. Continuous diagnostics used as predictive maintenance tool to prevent failures should be scheduled and documented. A diagnostic plan should include in-line troubleshooting and be non-disruptive.	X			
A.11.j	Complete and report, on an annual basis, thermal scans and internal temperature measurements of all electrical equipment (Panel boards, UPS modules, transfer switches, transformers, disconnects, RPPs)	X			
A.11.k	Torque connections, check fans, check capacitors, vibration test, and update firmware as a part of the comprehensive preventative maintenance plan	X			
A.11.l	The Contractor shall initiate preventative maintenance, outside of the scheduled maintenance routine, if deemed necessary to prevent an imminent outage. Whenever possible the Contractor will provide the State 10 day advance notice for such maintenance and any/all preventative maintenance will be completed after the State's approval. Prior to any work being performed, all maintenance activity will include a risk management assessment, a detailed plan with time-lines, along with back-out plans, unless otherwise directed.	X			
A.12.a.i	The Contractor shall monitor, maintain, and test the BMS (building management system) as part of the calendar-based maintenance plan. The Contractor will be responsible for establishing and maintaining the BMS in fully	X			

Cont. Ref.	Product / Service Description	Routine Maint. C.3.b.i	Stand. T&M C.3.b.ii	Cost - Capped Materials C.3.b.iii	Separate Lawn Care/ Security Rates C.3.b.iv & v
	functional, fully enabled manner. The Contractor will ensure the BMS is operating the building components in the most efficient, cost effective manner.				
A.12.a.ii	The Contractor shall monitor, maintain, and test the SCADA system (supervisory control and data acquisition system) as part of the calendar-based maintenance plan.	X			
A.12.a.iii	The Contractor will perform any enhancements or break/fix repairs needed to maintain the BMS and SCADA systems.			X	
A.12.b.i	The Contractor shall monitor, maintain, and test fuel systems (pumps, etc.) as part of the calendar-based maintenance plan.	X			
A.12.b.ii	The Contractor will be responsible for establishing and maintaining an on-demand contract for fuel from a vendor who is able to supply on a 7x24x365 basis.	X			
A.12.b.iii	The Contractor will provide fuel to the State on-demand and within 6 hours of State's request or when fuel levels fall below 60% of total tank capacity. All invoices will be provided for the State to review.		X		
A.12.b.iv	The Contractor will ensure adequate fuel levels (60% of total tank capacity) are maintained and will perform periodic testing to maintain high fuel quality. Contractor will report emissions level to the State EPA or authority having jurisdiction on the required basis.	X			
A.12.b.v	The Contractor will perform any enhancements or break/fix repairs to the tanks, pumps, and piping that are needed to maintain the diesel fuel levels and quality.			X	
A.12.c.i	The Contractor shall monitor, maintain, and test the entire UPS system (switchgear, breakers, UPS modules, end to end, etc.) as part of the calendar-based maintenance plan. At a minimum, the Contractor will be responsible for establishing and maintaining a calendar based maintenance plan based upon the manufacturer suggested plan. Results of all tests will include recommendations, risk assessment, and repair / remediation plans. All activities will be reviewed by the State prior to any work being performed.	X			
A.12.c.ii	The Contractor will perform any enhancements or break/fix repairs needed to maintain the UPS system.			X	

Cont. Ref.	Product / Service Description	Routine Maint. C.3.b.i	Stand. T&M C.3.b.ii	Cost - Capped Materials C.3.b.iii	Separate Lawn Care/ Security Rates C.3.b.iv & v
A.12.d.i	The Contractor shall monitor, maintain, calibrate, and test the entire generator system (fuel tanks, pumps, piping, batteries, oil change, belts, end to end, etc.) as part of the calendar-based maintenance plan. At a minimum, the Contractor will be responsible for establishing and maintaining a calendar based maintenance plan based upon the manufacturer suggested plan. A weekly one-hour test of the generators will include start-up and fail-over. Results of all tests will include recommendations, risk assessment, and repair / remediation plans. All fail-over activities will be performed under close supervision with fully trained staff. All activities will be reviewed by the state prior to any work being performed.	X			
A.12.d.ii	The Contractor will perform any enhancements or break/fix repairs needed to maintain the entire generator system.			X	
A.12.e.i	The Contractor shall provide for a load bank test of all power generating systems. The Contractor will provide maintenance as a part of the calendar-based maintenance plan. At a minimum, the Contractor will be responsible for establishing and maintaining a calendar based maintenance plan based upon the manufacturer suggested plan. Semi-annual load-bank tests will be conducted by the Contractor. Results of all tests will include recommendations, risk assessment, and repair / remediation plans. All activities will be reviewed by the State prior to any work being performed.	X			
A.12.e.ii	The Contractor will perform any enhancements or break/fix repairs needed as a result of the load-bank tests.			X	
A.12.f.i	The Contractor shall provide for a test of all battery systems. The Contractor will provide maintenance as a part of the calendar-based maintenance plan. At a minimum, the Contractor will be responsible for establishing and maintaining a calendar based maintenance plan based upon the manufacturer suggested plan.	X			
A.12.f.ii	Semi-annual load-bank tests will be conducted by the Contractor. Results of all tests will include recommendations, risk assessment, and repair / remediation plans. All activities will be reviewed by the State prior to any work being performed. The Contractor, on a monthly basis, will review the battery monitoring reports to verify if a trend	X			

Cont. Ref.	Product / Service Description	Routine Maint. C.3.b.i	Stand. T&M C.3.b.ii	Cost - Capped Materials C.3.b.iii	Separate Lawn Care/ Security Rates C.3.b.iv & v
	is developing which could lead to battery failure.				
A.12.f.iii	The Contractor will perform any enhancements or break/fix repairs needed to maintain all battery systems.			X	
A.12.g.i.	The Contractor will provide labor for the addition, removal, relocation, and configuration, of Remote Power Panels.	X			
A.12.g.ii.	The Contractor will perform any enhancements or break/fix repairs needed to maintain the PDU.			X	
A.12.h.i.	The Contractor will provide labor for the addition of branch circuits, breakers, and building whips / receptacles. The Contractor will provide a comprehensive branch circuit monitoring plan and documentation for each branch circuit including demand, capacity, and location of equipment using each breaker. Coordinate with Computer Operations personnel for installation and de-installation of computer equipment and assure that all branch circuit documentation is accurate.	X			
A.12.h.ii.	The Contractor will perform any enhancements or break/fix repairs needed to maintain the RPP.			X	
A.12.i.i	The Contractor shall monitor, maintain, calibrate, and test the entire power plant system including generators, automatic transfer switches, switchgear, PDUs, UPSs and batteries.	X			
A.12.i.ii	The Contractor will perform any enhancements or break/fix repairs needed to maintain the entire power plant system, including the lightening protection system (TSSC only).			X	
A.12.j.i	The Contractor will monitor, maintain, calibrate, and test the entire HVAC / CRAC systems (boiler settings, refrigerant usage, water treatment, heat exchangers cleaned, coils cleaned, filters, lubrication, cleaning, domestic water supply, belts, pressure, piping, glycol, end to end, etc.) as part of the calendar-based maintenance plan. At a minimum, the Contractor will be responsible for establishing and maintaining a calendar based maintenance plan based upon the manufacturer suggested plan. A weekly test of the HVAC components will include water quality checks, air flow, air pressure, and fail-over. Results of all tests will include risk	X			

Cont. Ref.	Product / Service Description	Routine Maint. C.3.b.i	Stand. T&M C.3.b.ii	Cost - Capped Materials C.3.b.iii	Separate Lawn Care/ Security Rates C.3.b.iv & v
	assessment and repair / remediation plans. All fail-over activities will be performed under close supervision with fully trained staff. All activities will be reviewed by the State prior to any work being performed.				
A.12.j.ii	The Contractor will perform any enhancements or break/fix repairs needed to maintain the HVAC / CRAC system.			X	
A.12.k.i.	The Contractor will ensure proper and consistent set points for computer room humidity setting, and temperature. Provide recommendations for system layout, design and aid the State in developing the proper cooling strategy for heat sensitive computer and disk storage systems.	X			
A.12.k.ii.	The Contractor will perform any enhancements or break/fix repairs needed to maintain the Computer Room HVAC Environment.			X	
A.12.l.i	The Contractor will monitor, maintain, calibrate, and test the entire cooling plant system including chillers, pumps, dry coolers, boilers, coils, unit heaters, fans, cooling towers, air handling units, and A/C units according to manufacturer's recommendations / specifications and industry best practices.	X			
A.12.l.ii	Contractor will perform any enhancements or break/repairs needed to maintain the entire cooling plant system.			X	
A.12.m.i	The Contractor will monitor, maintain, calibrate, and test other building mechanical systems including but not limited to loading dock equipment, door repairs, motorized security gates / controls and revolving security doors, according to manufacturer's recommendations / specifications and industry best practices.	X			
A.12.m.ii	Contractor will perform any enhancements or break/repairs needed to maintain the other building mechanical systems.			X	
A.12.n.i	The Contractor will monitor and maintain all fire suppression and monitoring systems including fire alarm (panels, piping, fire extinguishers, sprinklers, access control equipment and end to end, etc). They will also conduct a full flow test on the fire pumps as dictated by local and State codes. The Contractor will aid the State in developing an emergency evacuation plan. At a minimum, the Contractor will be responsible for	X			

Cont. Ref.	Product / Service Description	Routine Maint. C.3.b.i	Stand. T&M C.3.b.ii	Cost - Capped Materials C.3.b.iii	Separate Lawn Care/ Security Rates C.3.b.iv & v
	establishing and maintaining a calendar based maintenance plan based upon the manufacturer suggested plan. Results of all tests will include recommendations, risk assessment and repair / remediation plans. All activities will be reviewed by the State prior to any work being performed.				
A.12.n.ii	The Contractor will provide an emergency contact / call list. The Contractor will establish a comprehensive safety program including written SOPs for monitoring and reporting on fire alerting and suppression.	X			
A.12.n.iii	The Contractor will perform preventative maintenance on all fire alerting and suppression systems according to manufacturer's specifications as required, by Fire Marshal and State and Local codes.	X			
A.12.n.iv	Contractor will perform any enhancements or break/repairs needed to maintain the fire alerting and suppression systems.			X	
A.12.o.i	Maintenance of all low voltage equipment will be the responsibility of the on-site electricians, except for data jacks and phone systems. (State infrastructure and application servers, cable and fiber housed in the data centers are the responsibility of the State, and are not part of this Contract.)	X			
A.12.o.ii	The Contractor will perform any enhancements or break/fix repairs needed to maintain the Low Voltage Equipment.			X	
A.12.p.i	The Contractor will perform preventative maintenance on all security systems according to manufacturer's specifications as required, including but not limited to security cameras, iris scanners, card readers, servers, and associated software. The Contractor will not be responsible for physical security operations or policy.	X			
A.12.p.ii	The Contractor will perform any enhancements or break/repairs needed to maintain the security systems.			X	
A.12.q	The Contractor will provide an emergency contact / call List. The Contractor will establish a comprehensive safety program including written SOPs for monitoring and reporting on severe weather, medical emergencies, evacuation policy and procedure, electrical safety, EPO (emergency power off), fire drills, and general conditions.	X			
A.12.r	The Contractor is required to develop and maintain a library of maintenance manuals for	X			

Cont. Ref.	Product / Service Description	Routine Maint. C.3.b.i	Stand. T&M C.3.b.ii	Cost - Capped Materials C.3.b.iii	Separate Lawn Care/ Security Rates C.3.b.iv & v
	both facilities. A copy shall be furnished to the State and subject to approval by the State within 90 days of contract initiation. Maintenance library must be updated quarterly and shall reflect all maintenance operations.				
A.12.s.i	The Contractor shall monitor, maintain, winterize, calibrate, and test the entire irrigation system including but not limited to, the valves, sprinklers, spray heads, nozzles, automatic switches, electronics, piping.	X			
A.12.s.ii	The Contractor will perform any enhancements or break/fix repairs needed to maintain the entire irrigation system.			X	
A.13.a.	The Contractor shall provide a damage assessment from a mechanical, electrical, building envelope and/or structural aspect to be reported to the State.		X		
A.13.b	The Contractor shall provide clean-up assistance as required.		X		
A.13.c	Repair or replace damaged components of the physical plant and/or environmental equipment as requested by the State.			X	
A.14.a	The Contractor shall keep certain spare parts on site at both facilities for purposes of break/fix repairs. Inventory management of these parts will be the responsibility of the Contractor. Such parts shall remain the property of the Contractor until such time as they are installed at the State Data Center as a result of a repair.	X			
A.14.b	Assuming the parts expense is compensable, in accordance with Contract Section C.3.b.iii, upon installation, the Contractor may invoice the State for cost of the parts.			X	
A.14.c	Contractor will provide a recommended spare parts list for critical systems in each facility, within 90 days of the contract start date.	X			
A.15.	Contractor is required to provide and maintain a complete tool set on-site at each facility. The Contractor must provide all tools required to perform the services including specialty tools or rental equipment (e.g., lifts, load bank, backhoe) that may be required to perform the services.	X			
A.16.	If the State and Contractor are in mutual agreement that it is not cost effective to repair a piece of equipment, the Contractor will obtain three (3) bids and the equipment will be replaced at cost			X	

Cont. Ref.	Product / Service Description	Routine Maint. C.3.b.i	Stand. T&M C.3.b.ii	Cost - Capped Materials C.3.b.iii	Separate Lawn Care/ Security Rates C.3.b.iv & v
	plus a percentage markup.				
A.17.a	The Contractor will keep all maintenance logs up-to-date and available for periodic management review. The Contractor will be required to input all maintenance schedules and activities into the Contractor's provided management system.	X			
A.17.b	The Contractor shall develop and provide facility metrics for all mechanical systems, electrical systems, reliability / availability, service schedules, system performance, systems availability, MTBF, MTBR, and outages and Contractor incident response times. The Contractor will develop KPIs, metrics, review procedures, schedules, measurements, and reporting programs to ensure all critical systems, alerts, and faults are being properly monitored and all systems are being adequately maintained. All reports must be completed using Microsoft Office programs. The Contractor shall schedule and present at a monthly management briefing to explain the monthly reporting required below. The monthly management briefing should include metric and KPI reports along with appropriate action plans and any deficiencies should be noted. Monthly and ad hoc, along with annual cumulative reporting requirements for the Contractor are described as follows and must meet the approval of the State.	X			
A.18	The Contractor will submit to the State's Facility Administrators an annual report, evaluated in relation to relevant industry standards, local codes / regulations, manufacturers' recommendations, and national standards (i.e. NEC, NFPA, IEEE, ISO, etc.). The Contractor will create, maintain, and keep up-to-date all compliance documentation required by local, state, and federal agencies such as MSDS (material safety data sheets) documentation.	X			
A.19	Based on industry best practices and standards, the Contractor will make an annual presentation of continuous improvement recommendations to the State's Facility Administrators and Directors.	X			
A.20.a	Perform facility repairs such as painting, wall and ceiling repairs, etc.			X	
A.20.b	Perform monthly pest and rodent control measures.	X			
A.20.c	Perform roof repairs as required			X	

Cont. Ref.	Product / Service Description	Routine Maint. C.3.b.i	Stand. T&M C.3.b.ii	Cost - Capped Materials C.3.b.iii	Separate Lawn Care/ Security Rates C.3.b.iv & v
A.20.d	Perform plumbing maintenance and repairs as required in common areas such as break rooms and restrooms.			X	
A.20.e	Install, maintain, and replace signage as required by State's Facility Administrator.		X		
A.20.f	Monitor and maintain leak detection system in the raised floor area.	X			
A.20.g	Modify and repair cable tray systems.		X		
A.20.h	Clean and vacuum the area under the raised floor.	X			
A.20.i	Perform routine trash and debris pick-up and snow removal from the parking lots.	X			
A.20.j	Perform parking lot repair/maintenance such as sealing, relining, crack/pot hole repair, etc.		X		
A.20.k	Maintenance of benches, bike racks, picnic tables, exterior furniture, etc.		X		
A.20.l	Maintain the security fences and gates as required by State's Facility Administrator.		X		
A.20.m	Relocation of office furniture, marker boards, cork boards, filing cabinets, conference tables, etc.	X			
A.20.n	Maintenance and service of any physical door hinges, locks, pneumatics, dock levelers, and other building hardware.	X			
A.20.n.i	The Contractor will perform any enhancements or break/fix repairs needed to maintain physical hardware described in Section A.20.n.			X	
A.20.o	Modify, repair, relocate and reconfigure furniture and cubicles as needed.		X		
A.21.a	The Contractor will be responsible for floor tile cutouts for grommets, and cable pathways as required.	X			
A.21.b	At the State's request, the Contractor will provide additional minor enhancements.			X	
A.22.a	The Contractor will utilize a State-approved work order ticket system and will generate work order tickets for any services to be performed.	X			
A.23.b	The Contractor shall provide two on-site Facility Managers, one for each of the two facilities. (See Contract Attachment E for required qualifications).	X			
A.23.c	The Contractor shall provide two on-site Senior Electricians, one for each of the two facilities. (See Contract Attachment E for	X			

Cont. Ref.	Product / Service Description	Routine Maint. C.3.b.i	Stand. T&M C.3.b.ii	Cost - Capped Materials C.3.b.iii	Separate Lawn Care/ Security Rates C.3.b.iv & v
	required qualifications).				
A.23.d	The Contractor shall provide two on-site Senior Mechanical and HVAC Specialists, one for each of the two facilities. (See Contract Attachment E for required qualifications).	X			
A.23.e	All permanently assigned personnel must submit to a background check and random periodic drug testing. The Contractor shall perform and pay for background checks and administer drug screening no less frequently than once per Contract year and no more than three times per year.	X			
A.24	The Contractor must keep the building clean at all times.	X			
A.25.b	For Standard Task Orders, the Contractor must, within five (5) business days of the receipt of the Task Order from the State, provide to the State an estimate of the total cost of the requested services.	X			
A.25.c	For Emergency Task Orders, the Contractor must, within two (2) hours of the receipt of the Task Order from the State, provide to the State an estimate of the total cost of the requested services.	X			
A.29	Contractor Licensure and Work Procedures	X			
A.30	Contractor shall supply all Lawn Care Services.				X *
A.30.l	At the State's request, the Contractor shall perform enhancements, break/fix repairs to infrastructure such as the irrigation system, or the replacement of plants lost through no fault of the Contractor.			X	
A.31	Contractor shall supply all Security Services.				X *

* Lawn Care and Security Services have separate fixed monthly rates, which are detailed in Contract Sections C.3.b.iv and C.3.b.v. The Contractor will provide the baseline services described in Contract Sections A.30 and A.31 for the fixed monthly costs given in these sections. In the event that the State requires additional services or makes changes to the services required, as described in Contract Sections A.30 and A.31, appropriate compensation for labor shall be made using the Reimbursable Hourly Rates detailed in Contract Section C.3.b.ii.

Note that training/orientation of personnel shall be an ongoing requirement. Regardless of whether such training is specifically detailed in the Contract, this training is considered pre-requisite for being able to provide the services, and all costs associated with such training/orientation shall be borne by the Contractor and shall not be considered "additional services" or "changes to the services" as described in the preceding paragraph.

KEY PERFORMANCE INDICATORS (KPIs) / SERVICE LEVELS

The following KPI's / Service Levels apply throughout the term of the Contract.

Performance Area	Contract Section	Key Performance Indicator	Goal / Performance Criteria	Measure	Frequency	Liquidated and Additional Damages
1. Preventative Maintenance	A.11 – Preventative Maintenance	Accumulated backlog of maintenance task	24 hour turnaround	Number of work orders late	Annual with monthly update reports	Aggregated Performance Area – See "Note" below
2. Preventative Maintenance	A.6 – Summary of Services	Unplanned Outages	Zero disruptive incidents Contractor will perform all planned maintenance activities, preventative maintenance, testing and repair to power plant and cooling plant without disruption of services.	Total disruptive incidents	Annual with monthly update reports	$ 1,000.00 per hour of unscheduled, unauthorized downtime ("downtime" means the absence of power and / or cooling for all areas of the the State's Data Center)
3. Preventative Maintenance	A.11.b – Preventative Maintenance	Maintenance activities not performed on schedule	100% of all maintenance activities performed on schedule	Total missed activities / schedules	Annual with monthly update reports	Aggregated Performance Area – See "Note" below
4. Operations	A.9 – Alert Monitoring	Emergency response time in excess of 20 minutes for call back; and . . .	Contractor must provide a call back response within 20 minutes 100% of all calls responded to in time; and . . .	Total missed call backs	Annual with monthly update reports	$ 250.00 for every 20 minutes over the 20 minute requirement
		Contractor not on-site	Contractor must be	Total missed	Annual with	$ 1,000.00 for

		and working the issue within 2 hours (7x24x365).	on-site and working the problem within 2 hours 100% on-site and working the issue within 2 hours	on-site with-in two hours	monthly update reports	every hour over the 2 hour requirement
5. Operations	A.11.g	Lack of on-site staff availability	98% of staff on-site	Total hours without at least 1 electrician, 1 manager, and 1 HVAC Specialist	Annual with monthly update reports	Aggregated Performance Area – See "Note" below
6. Operations	A.11.g	Maintenance and break/fix tasks require staff that are not on-site	97% of maintenance and break/fix task completed by on-site staff	Number of maintenance and break/fix tasks not completed by on-site staff	Annual with monthly update reports	Aggregated Performance Area – See "Note" below
7. Operations	A.11	Lack of maintenance procedure documentation	99% of maintenance procedures	Number of maintenance procedures not documented	Annual with monthly update reports	Aggregated Performance Area – See "Note" below
8. Operations	A.12.b.iii – Diesel Levels and Quality	Failure to provide quality fuel in a timely manner	The Contractor will provide fuel to the State on-demand within 6 hours of State's request, or when fuel levels fall below 60% of total tank capacity.	N/A	N/A	$ 5,000.00 per failure to comply

NOTE: The Contractor's performance with regard to Performance Areas that are designated as "Aggregated Performance Areas" is measured as follows:

Each time the Contractor fails to comply with the standard detailed in the "Goal / Performance Criteria" column above, this occurrence shall count as one (1) non-compliance event. At the end of each month the State will check the relevant reports and calculate the total number of non-compliance events for all Aggregated Performance Areas, for the month in question. This number will be divided by the total number of all Aggregated Performance Area events for that month. This will yield the Aggregated Performance Percentage. For any month in which the vendor fails to achieve a performance percentage of at least ninety percent (90%), the liquidated damages shall be $1,000.

CONTRACT BOND

TENNESSEE STATE BUILDING COMMISSION STANDARD FORM

BOND NO. _____

Know all men by these presents: that we

(hereinafter called the "Principal") and

hereinafter called the "Surety") do hereby acknowledge ourselves indebted and securely bound and held unto

(hereinafter called the "Owner"), and in the penal sum of

good and lawful money of the United States of America, for the use and benefit of those entitled thereto, for the payment of which, well and truly to be made, we bind ourselves, our heirs, our administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

But the condition of the foregoing obligation or bond is this:

Whereas, the Owner has engaged the principal for the sum of

to complete the Work of the project titled:

as more fully appears in a written agreement or contract bearing the date of

> a copy of which said agreement or contract is by reference hereby made a part hereof, as fully and to the same extent as if copied at length herein, and it is the desire of the Owner that the Principal shall assure all undertakings under said agreement or contract and shall assure and protect all laborers and furnishers of material on said Work both as provided by Tennessee Code Annotated Sections 4-15-102 (f)(2) and 12-4-201 through 12-4-206, and any and all amendments thereto, and shall assure the prompt payment of claims as provided by Tennessee Code Annotated Sections 12-4-207 through 12-4-208, and any and all amendments thereto. The Principal shall also comply with provisions of Tennessee Code Annotated Sections 12-4-401 through 12-4-415, and any and all amendments thereto, pertaining to the payment of the prevailing wage rate.

Now, therefore, if the Principal shall fully and faithfully perform all undertakings and obligations under the contract herein before referred to and shall fully indemnify and hold harmless the Owner from all costs and damage

whatsoever which it may suffer by reason of any failure on the part of the Principal to do so, and shall fully reimburse and repay the Owner any and all outlay and expense which it may incur in making good any such default, and shall fully pay for all of the labor, material and work used by the Principal and any immediate or remote sub-contractor or furnisher of material under him in the performance of said contract, in lawful money of the United States, as the same shall become due, then this obligation or bond shall be null and void, otherwise to remain in full force and effect.
And for value received, it is hereby stipulated and agreed that no change, extension of time, alteration or addition to the terms of the contract or to the Work to be performed thereunder or to the specifications accompanying the same shall in any wise affect the obligation under this bond, and notice is hereby waived of any such change, extension of time, alteration or addition to the terms of the contract or to the Work or to the specifications.

In witness whereof the Principal has hereunto affixed its signature and Surety has hereunto caused to be affixed its corporate signature and seal, by its duly authorized officers, on this _____ day of _____, 20____.

Executed in _____ counterparts.

Witness:

(name of Principal)	*(name of Surety)*
(authorized signature)	*(signature of Attorney-in-fact)*
(name of signatory)	*(name of Attorney-in-fact)*
(title of signatory)	*(Tennessee license number of Agent or Attorney-in-fact)*
	(countersignature of resident Agent if not same as Attorney-in-fact)

Surety Company issuing bond shall be licensed to transact business in State of Tennessee by Tennessee Department of Commerce and Insurance. Bonds shall have certified and current Power-of-Attorney for the Surety's Attorney-in-Fact attached. Attorney-in-fact who executes bond on behalf of Surety shall be licensed by and a resident of State of Tennessee, and shall affix license number to bond; or, countersignature by a licensed agent who is a resident of State of Tennessee, and the agent's license number, shall be affixed to the bond in addition to the signature of the Attorney-in-Fact.

REQUIRED QUALIFICATIONS FOR PERSONNEL

Job Title	Job Description
Facility Manager	Responsible for maintaining the overall appearance and functionality of the facility to include all building electrical and mechanical systems. Oversees on-site contract staff for mechanical and electrical services, maintains operational logs and reports on facility operation and performance of maintenance routines. Administration of outside service agreements for the maintenance of the facility infrastructure systems to include emergency generators, UPS and battery systems, electrical switchgear, RPPs, PDUs, etc. Administration of outside service agreements for the general maintenance of the facility such as janitorial services. Troubleshoots and diagnoses equipment failures and makes provisions for necessary repairs. Oversees facility repairs such as painting, wall and ceiling repairs, carpet and flooring repairs, lamp replacement, plumbing repairs, minor electrical repairs, etc. Responds to emergency situations such as fire, flood, power failure, broken windows, storms, snow, etc. Initiates remedial actions as necessary and keeps State OIR Management informed. • 10 years experience with construction or operation of mission critical facilities with a strong background in electrical and mechanical systems associated with these types of facilities such as diesel generators, medium and low voltage switchgear, Megawatt UPS power systems, high volume air conditioning units, etc. • 5 years supervisory or management experience. • Expert knowledge of Microsoft Office programs. • Strong Communication Skills • Always available with a 7x24x365 backup with equivalent knowledge and experience.
Architect	Researches, plans, designs, and administers building projects, applying knowledge of design, construction procedures, zoning and building codes, and building materials: Consults with client to determine functional and spatial requirements of new structure or renovation, and prepares information regarding design, specifications, materials, equipment, estimated costs, and construction time. Plans layout of project and integrates engineering elements into unified design for client review and approval. Prepares scale drawings and contract documents for building contractors. Represents client in obtaining bids and awarding construction contracts. Administers construction contracts and conducts periodic on-site observation of work during construction to monitor compliance with plans. May prepare operating and maintenance manuals, studies, and reports. Use CAD design software and equipment to prepare project designs and plans. May direct activities of workers engaged in preparing drawings and specification documents. • 5 years design experience with construction of mission critical facilities with a background in electrical and mechanical

	systems associated with these types of facilities. • Must have experience with multi-million dollar commercial projects. • Must have Architectural degree
Mechanical Engineer	Design a wide variety of HVAC systems and MEP layouts for new construction, additions, replacements, and upgrades for Critical facilities. Meet with clients, engineers, and architects to gather requirements. Perform load, static pressure, head loss calculations, and develop equipment specifications. Recommend equipment to be used. Perform detailed layout and design using AutoCAD. Other responsibilities may include feasibility reports, capacity reports, construction estimates, gap analysis, field investigation, and ongoing support. • Five years experience and technical certifications on HVAC / CRAC systems and plumbing, boilers, chillers. Equivalent education / experience. • Must possess a degree in engineering and have 2 years experience with complex cooling plant systems and mission critical facilities.
Electrical Engineer	Responsible for successfully guiding, design, and managing complex electrical design projects through close collaboration with a multi-discipline team. Manage design build and energy services projects from concept to design and through construction. Perform detailed layout and design using AutoCAD. Other responsibilities may include feasibility reports, capacity reports, construction estimates, gap analysis, field investigation, and ongoing support. • Five years experience and technical certifications on Liebert UPS systems and static transfer switches. Equivalent education / experience. • Must possess a degree in engineering and have 2 years experience with complex UPS systems, megawatt power plant designs, and experience with mission critical facilities.
Licensed Electrician	Install, maintain, and repair electrical wiring, equipment, and fixtures. Ensure that work is in accordance with relevant codes. May install or service street lights, intercom systems, or electrical control systems. • Two years experience and technical certifications on UPS systems and static transfer switches. • Two years experience in the field with large complex projects
Senior Electrician	Responsible for successfully guiding, design, supporting and managing complex electrical design projects and systems through close collaboration with a multi-discipline team. Manage energy systems. Install, repair, and monitor branch circuits as required. Other responsibilities may include feasibility reports, capacity reports, construction estimates, gap analysis, field investigation, and ongoing support. Meet all the power plant support requirements for the equipment located in the data center. • Five years experience and technical certifications on Liebert UPS systems and static transfer switches. Equivalent education / experience.

	• Two years experience with complex UPS systems, megawatt power plant designs, and experience with mission critical facilities.
Senior Mechanical and HVAC Specialist	Support a wide variety of HVAC systems and MEP configurations for the data center, Meet with clients, engineers, and architects to gather requirements. Perform load, static pressure, head loss calculations, and perform routine maintenance. Recommend equipment to be used. Other responsibilities may include feasibility reports, capacity reports, construction estimates, gap analysis, field investigation, and ongoing support. Meet all the HVAC requirements for the equipment located in the data center. • Five years experience and technical certifications on HVAC / CRAC systems and plumbing, boilers, chillers. Equivalent education / experience. • Must possess have 4 years experience supporting complex cooling plant systems and mission critical facilities.
Plumber	Assemble, install, and repair pipes, fittings, and fixtures of heating, water, and drainage systems, according to specifications and plumbing codes. Sample Job Tasks for: "Plumber" Assemble pipe sections, tubing and fittings, using couplings, clamps, screws, bolts, cement, plastic solvent, caulking, or soldering, brazing and welding equipment. Fill pipes with water or air and observe pressure gauges to detect and locate leaks. Review blueprints and building codes and specifications to determine work details and procedures. Study building plans and inspect structures to assess material and equipment needs, to establish the sequence of pipe installations. Measure, cut, thread, and bend pipe to required angle, using hand and power tools or machines such as pipe-threading machines, and pipe-bending machines. Cut openings in structures to accommodate pipes and pipe fittings, using hand and power tools. Hang steel supports from ceiling joists to hold pipes in place. Repair and maintain plumbing, replacing defective washers, replacing or mending broken pipes, and opening clogged toilets / drains. • Two years experience in the field working with cooling plant systems, piping, plumbing, boilers, and chillers. • Two years experience with complex cooling plant systems and experience with mission critical facilities.
Senior Level Plumber	Assemble, install, and repair pipes, fittings, and fixtures of heating, water, and drainage systems, according to specifications and plumbing codes. Sample Job Tasks for: "Senior Plumber" Assemble pipe sections, tubing and fittings, using couplings, clamps, screws, bolts, cement, plastic solvent, caulking, or soldering, brazing and welding equipment. Fill pipes with water or air and observe pressure gauges to detect and locate leaks. Review blueprints and building codes and specifications to determine work details and procedures. Prepare written work cost estimates and negotiate contracts. Study building plans and inspect structures to assess material and equipment needs, to establish the sequence of

	pipe installations. Keep records of assignments and produce detailed work reports. Perform complex calculations and planning for special or very large jobs. Measure, cut, thread, and bend pipe to required angle, using hand and power tools or machines such as pipe-threading machines, and pipe-bending machines. Install pipe assemblies, fittings, valves, appliances such as water heaters, fixtures, such as sinks and toilets, using hand and power tools. Hang steel supports from ceiling joists to hold pipes in place. Repair and maintain plumbing, replacing defective washers, replacing or mending broken pipes, and opening clogged drains and toilets. Direct workers engaged in pipe cutting and preassembly and installation of plumbing systems and components. • Five years experience in the field working with cooling plant systems, piping, plumbing, boilers, and chillers. • Five years experience with complex cooling plant systems and experience with mission critical facilities.
Project Manager	Microsoft skills (MS Project, Word, Excel, Powerpoint), programming, progress reporting, etc. • Five years experience working on large multi-million dollar projects. • 2 years project experience with complex cooling and power plant systems and experience with mission critical facilities.
Unskilled Labor	Clean-up, lawn care, digging, floor tile placement, furniture moving, landscaping, truck driver, pavement, sign painter, etc...
General Skilled labor	Mechanic, electrician, plumber, carpenter, technician, millwork, cabinetry, roofing, carpet, flooring, landscaping, wallpaper, locksmith, painting, ceiling, concrete, window repair, etc. • Five years experience
Custodian	Clean, sanitize, dust, furniture, sweep, mop, or vacuum floors; empty wastebaskets and trash containers, empty and clean ash trays and cigarette urns, refill restroom dispensers and other general cleaning duties. Strip, clean, buff and add sealer and floor finish to hard surface floors, shampoo carpets. Use high-pressure washers, buffers, brooms, mops, and squeegees for the cleaning and general maintenance of floors, walls, carpets, furniture, etc. Wash walls and other activities such as removing snow or debris from sidewalks. Move furniture, setup of facilities for meetings, classrooms, conferences, events, move equipment, supplies, and tools on an incidental basis. Wash accessible interior and exterior windows.
Lawn Care Supervisor	3 years experience in supervising commercial lawn care operations with knowledge in lawn care equipment operation. Must have 3 years supervisory experience. Must be able to lift 50 pounds, withstand hours of moderate to heavy workloads. Must be able to work outdoors in extreme weather conditions. Readily available with a backup with equivalent knowledge and experience.
Lawn Care Specialist	3 years experience in commercial lawn care with knowledge in lawn care equipment operation. Must be able to lift 50 pounds, withstand hours of moderate to

	heavy workloads. Must be able to work outdoors in extreme weather conditions. Readily available with a backup with equivalent knowledge and experience.
Security Officer	Provides surveillance and control of ingress and egress to the specified buildings and parking areas. Checks credentials of all people and vehicles entering and leaving the premises. Requires all visitors sign in/out when entering/leaving buildings. Observes parking lots adjacent to specified buildings, ensuring proper vehicle parking and adherence to established regulations. Monitors building fire and life safety features. Conducts orderly control of evacuations and drills. Patrols and inspects to protect against theft, vandalism, terrorism and illegal activity. Provides information, directions and assistance to visitors or contractors. • 2 years of security experience • Successful completion of Contractor's security training curricula. • Successful completion of the physical fitness test described in Contract Section A.
Senior Security Officer	Performs all duties of a Security Officer and additionally, can relieve the Supervisor for short periods, when required. Works unsupervised and provides communication / cooperation to law enforcement when necessary. • 3 or more years of security experience. • Successful completion of Contractor's security training curricula. • Successful completion of the physical fitness test described in Contract Section A.
Security Supervisor	Reviews all shift logs; documenting any incidents requiring investigation. Submits all forms and reports required by Facility Administrators. Monitors Security Officers and Senior Security Officers, ensuring all posts are filled and all required duties are being performed. Assists all officers in the performance of their duties, to include filling vacant posts on a temporary basis. Performs facility orientation for new Security Officers. Keeps written policies and documentation up-to-date. Carries a telephone at all times and responds to any calls within one (1) hour. • 5 or more years of security experience • 2 or more years in a security supervisory role • Successful completion of Contractor's security training curricula. • Successful completion of the physical fitness test described in Contract Section A.

JANITORIAL SERVICES CHECKLIST

Daily Services

Vacuum all carpets in offices, lobbies and corridors.
Sweep and mop all lobby tile work.
Dust mop all resilient and composition floors with dust mop. Damp-mop to remove spills and water stains treated as required
Dust all cleared desks, office furniture and other horizontal surfaces with treated dust cloths.
Empty all ashtrays and urns, clean and sanitize as needed, including exterior ash urns.
Empty all wastebaskets, trash containers, and recycled paper containers. Replace liners as needed, including exterior trash containers.
Remove all trash and recycled paper containers from floors to the designated trash areas. Boxes marked trash are to be thrown away.
Remove fingerprints, dirt smudges, graffiti, etc. from all doors, frames, glass partitions, windows, light switches, elevator door jambs, and elevator interiors.
Return chairs and wastebaskets to their proper positions.
Sanitize doorknobs, water fountains, and countertops.
Sweep, mop, and clean marks from walls on Monday, Wednesday, and Sunday.
Clean, sanitize, and polish drinking fountains.
Dust and remove debris from all metal door thresholds.
Wipe clean smudged brightwork and glass cases.
Clean resilient and composition floors as required.
Clean carpeting as required.
In computer rooms, anti-static spray to be applied to carpeting upon request.
Replace low-reach burnt-out lighting as needed.
Keep all custodial closets in neat and clean order.
Restrooms:
Restock all restrooms with supplies from stock, including paper towels, toilet tissue, seat covers, and hand soap as necessary.
Restock all sanitary napkin and tampon dispensers from stock as needed.
Wash and polish all mirrors, dispensers, faucets, flushometers, and brightwork with non-abrasive disinfectant cleaners.

Wash and sanitize all toilets, toilet seats, urinals and sinks.
Remove stains, descale toilets, urinals, and sinks, as needed.
Mop all restroom floors with disinfectant germicidal solution.
Empty and sanitize all waste and sanitary napkin and tampon receptacles.
Remove restroom trash.
Clean fingerprints, marks and graffiti from walls, partitions, glass, aluminum, and light switches.
Trash and Service Areas:
Place all miscellaneous trash and debris in the building trash receptacles, compactors, or balers.
Neatly stack all trash in designated area.
Sweep entire area.
Maintain, in orderly manner, all janitorial supplies and paper products in the storage rooms and service sink closets.
Maintain an inventory control sheet of supplies.
Maintain an orderly arrangement of all equipment.

Weekly Services

Dust all low reach areas, including chair rugs, structural and furniture ledges, baseboards, window sills, door louvers and other ventilation louvers, wood paneling, molding, etc.
Dust inside all door jams.
Wipe clean and polish all metal and bright work.
Edge vacuum all carpeted areas.
Check all waxed floors, restore and high speed buff as needed.
Dust and/or wash all directory boards and display glass.
Dust in place all picture frames, charts, graphs, and similar wall hangings.
Clean all wall marks.
Restrooms:
Clean shower walls, floors and drains and sanitize.
In all restrooms, keep floor drains filled with water and/or deodorizer.
Trash and Service Areas:
Damp-mop all composition floors in storerooms.
Clean and disinfect service sinks.
Sweep store room floors.

Monthly Services

Dust all high reach areas, including tops of door frames, structural and furniture edges, air conditioning diffusers, louvers, tops of partitions, picture frames, blinds, and other areas not reached in nightly or weekly services.
Clean all vertical and horizontal blinds.
Vacuum and spot clean upholstered furniture in offices upon request, lobby furniture as needed.
Restrooms:
Wipe down all walls and metal partitions.
Clean all ventilation louvers, vents and light fixtures.

Semi-Annual Services

Strip and wax all resilient composition floors and tile.
Shampoo carpeted areas.
Wash and clean all interior glass surfaces (glass partitions and interior windows).

GLOSSARY

BMC Software	Software Development Company
BMS	Building Management System
CCSC	Capital Complex Service Center
CMMS	Computerized Maintenance Management System
CRAC	Computer Room Air Conditioner
CRAH	Computer Room Air Handler
EPA	Environmental Protection Agency
EPO	Emergency Power Off
F&A	Finance and Administration
GPM	Gallons Per Minute
HEPA	High Efficiency Particulate Air Filter
HVAC	Heating, ventilating and air conditioning
IEEE	Institute of Electrical and Electronics Engineers
ISO	International Organization for Standardization
IT	Information Technology
KPI	Key Performance Indicators
MEP	Mechanical, Electrical and Plumbing
MSDS	Material Safety Data Sheets
MTBF	Mean Time Between Failure
MTBR	Mean Time Between Repair
NEC	National Electrical Code
NFPA	National Fire Protection Association
OIR	Office for Information Resources
PDU	Power Distribution Unit
RFP	Request for Proposals
RPA	Real Property Administration
RPP	Remote Power Panel
SBC	State Building Commission
SCADA	Supervisory Control and Data Acquisition System
SOP	Standard Operating Procedure
T&M	Time and Materials
TSSC	Tennessee South Service Center
UPS	Uninterruptable Power Supply
VAV	Variable Air Volume
VFD	Variable Frequency Drive

Section A – List of Mechanical / Electrical Equipment to be Maintained

CAPITAL COMPLEX SERVICE CENTER

MECHANICAL EQUIPMENT			
MARK	**DESCRIPTION**	**LOCATION**	**MANUFACTURER & MODEL**
CH-1	Centrifugal Chiller (SN 871439485)	Powerhouse B-24	Carrier 19DK76172CB
CH-2	Centrifugal Chiller (SN 871319484)	Powerhouse B-24	Carrier 19DK76172CB
CH-3	Centrifugal Chiller (SN 02V1223)	Powerhouse B-24	McQuay PEH087K
CWP-1	Condenser Water Pump (SN133921)	Powerhouse B-24	Armstrong 4030 - 6x4x10
CWP-2	Condenser Water Pump (SN 133922)	Powerhouse B-24	Armstrong 4030 - 6x4x10
CWP-3	Condenser Water Pump (SN 133920)	Powerhouse B-24	Armstrong 4030 - 6x4x10
PCHWP - 1	Primary Chilled Water Pump (SN 133916)	Powerhouse B-24	Armstrong 4030 - 6x4x8W
PCHWP - 2	Primary Chilled Water Pump (SN 133915)	Powerhouse B-24	Armstrong 4030 - 6x4x8W
PCHWP - 3	Primary Chilled Water Pump	Powerhouse B-24	Armstrong 4030 - 6x4x8W
SCHWP - 1	Secondary Chilled Water Pump	Powerhouse B-24	Armstrong 4030 - 6x4x8W
SCHWP - 2	Secondary Chilled Water Pump	Powerhouse B-24	Armstrong 4030 - 6x4x8W
SCHWP - 3	Secondary Chilled Water Pump	Powerhouse B-24	Armstrong 4030 - 6x4x10
HX-EC	Waterside Economizer	Powerhouse B-24	Baltimore Air Coil #HK-10-14-2-2C
HWB-1	Hot Water Boiler	Powerhouse B-24	Rite 225W
HWB-2	Hot Water Boiler	Powerhouse B-24	Rite 225W
HWP-1	Hot Water Boiler	Powerhouse B-24	Armstrong 4030 - 3x2x8
HWP-2	Hot Water Boiler	Powerhouse B-24	Armstrong 4030 - 3x2x8
UH-1	Unit Heaters	Powerhouse B-24 (6 total)	Modine HS-165

Section A – List of Mechanical / Electrical Equipment to be Maintained

CAPITAL COMPLEX SERVICE CENTER

MECHANICAL EQUIPMENT			
MARK	**DESCRIPTION**	**LOCATION**	**MANUFACTURER & MODEL**
EF-7	Supply Fan	Powerhouse B-24 (on roof)	Cook – 402ACE
CT-1	Cooling Tower	Outside Powerhouse B-24	Baltimore Air Coil VXT-315
CT-2	Cooling Tower	Outside Powerhouse B-24	Baltimore Air Coil VXT-315
CT-3	Cooling Tower	Outside Powerhouse B-24	Baltimore Air Coil VT1-340PR
AHU-5	Air Handling Unit	Room Adj. to B-024	Carrier 39ED36
EF-8	Exhaust Fan	Roof over B-21	Carnes LFBA-42
EF-9	Exhaust Fan	Roof over B-20	Carnes VEDC-15
EF-11	Exhaust Fan	Roof over B-20	Carnes VEDB-10
UH-2	Unit Heater	B-20	Modine HS-47
EF-10	Exhaust Fan	Roof over B-23	Carnes VEDC-12
UH-5	Unit Heater	B-23	Modine HS-165
UH-4	Unit Heater	B-22	Modine HS-165
AHU-1	Air Handling Unit	A-44	Carrier 39ED36L
RAF-1	Return Fan	A-44	Carrier 39ED23
AHU-2	Air Handling Unit	B-11	Carrier 39ED29L
RAF-2	Return Fan	B-11	Carrier 39ED23
AC-19	Computer Room A/C Unit	A-84	Liebert F4422C-AAEI
FP-1	Electronic Filter	A-84	Electrimaid CFM IV

Section A – List of Mechanical / Electrical Equipment to be Maintained

CAPITAL COMPLEX SERVICE CENTER

MECHANICAL EQUIPMENT			
MARK	**DESCRIPTION**	**LOCATION**	**MANUFACTURER & MODEL**
FP-2	3 Stage Filter	A-84	Sanco I-50
FP-1	Electronic Filter	A-82	Electrimaid CFM IV
AC-20	Computer Room A/C Unit	A-82	Liebert CF91C-A007
AC-21	Computer Room A/C Unit	A-68	Liebert CF91C-A00
AC-16	Computer Room A/C Unit	A-86	Liebert FH376C-A00
AC-17	Computer Room A/C Unit	A-86	Liebert FH376C-A00
AC-12	Computer Room A/C Unit	A-76	Liebert FH422C-A00
AC-13	Computer Room A/C Unit	A-76	Liebert FH422C-A00
AC-14	Computer Room A/C Unit	A-76	Liebert FH422C-A00
AC-15	Computer Room A/C Unit	A-76	Liebert FH422C-A00
AC-1	Computer Room A/C Unit	A-78	Liebert FH376C-A00
AC-2	Computer Room A/C Unit	A-78	Liebert FH376C-A00
AC-3	Computer Room A/C Unit	A-78	Liebert FH376C-A00
AC-4	Computer Room A/C Unit	A-78	Liebert FH376C-A00
AC-5	Computer Room A/C Unit	A-78	Liebert FH376C-A00
AC-6	Computer Room A/C Unit	A-78	Liebert FH376C-A00
AC-7	Computer Room A/C Unit	A-78	Liebert FH376C-A00
AC-8	Computer Room A/C Unit	A-78	Liebert FH376C-A00

Section A – List of Mechanical / Electrical Equipment to be Maintained

CAPITAL COMPLEX SERVICE CENTER

MECHANICAL EQUIPMENT			
MARK	**DESCRIPTION**	**LOCATION**	**MANUFACTURER & MODEL**
AC-9	Computer Room A/C Unit	A-78	Liebert FH376C-A00
AC-10	Computer Room A/C Unit	A-78	Liebert FH376C-A00
AC-11	Computer Room A/C Unit	A-78	Liebert FH376C-A00
EF-1	Exhaust Fan	Roof above A-68	Carnes VEDC-15
EF-2	Exhaust Fan	Roof above A-73	Carnes VEDB-10
EF-12	Exhaust Fan	Roof above A-17	Carnes VEDC-12
EF-3	Exhaust Fan	Roof above A-14	Carnes VEDB-15
AHU-4	Air Handling Unit	Above Ceiling A-87	Carrier 39BA050
FC-2	Fan Coil Unit	Above Ceiling C-5	Carrier 42CE4
AHU-3	Air Handling Unit	C-1	Carrier 39ED19L
AC-22	Computer Room A/C Unit	A-78	Liebert FH422C-A00
AC-23	Computer Room A/C Unit	A-78	Liebert FH422C-A00
FC-1	Fan Coil Unit	C-9	McQuay – International Environmental
EF-6	Exhaust Fan	Roof above C-6	Carnes VEDB-10
EF-5	Exhaust Fan	Roof above B-28	Carnes VEDB-10
EF-4	Exhaust Fan	Roof above B-4	Cook – 135ACE
EF-13	Exhaust Fan	Roof above B-7	Carnes VEDB-15
---	Emergency Generator	Generator B-22	Caterpillar 3516 1750 KW

Section A – List of Mechanical / Electrical Equipment to be Maintained

CAPITAL COMPLEX SERVICE CENTER

ELECTRICAL EQUIPMENT			
MARK	**DESCRIPTION**	**LOCATION**	**MANUFACTURER & MODEL**
---	Emergency General Paralleling Eqpt.	Generator B-22	ASCO #946 Synchropower
ATS	2000A Automatic Transfer Switch	Switchgear B-23	ASCO #962320099XC
ATS	1200A Automatic Transfer Switch	Switchgear B-23	ASCO #9623120099XC
---	Computer Room Monitoring System	---	Web – Control – Automated Logic
MSB	Main Switchboard	Switchgear B-23	G.E. AU-Line 4000 AMP
PDU-A	Power Distribution Unit	Comp. Operations A-76	Emerson Series 4000 150 KVA
PDU-B	Power Distribution Unit	Comp. Operations A-76	Emerson Series 4000 100 KVA
PDU-C	Power Distribution Unit	Equipment Room A-78	Emerson Series 4000 150 KVA
PDU-D	Power Distribution Unit	Equipment Room A-78	Emerson Series 4000 150 KVA
PDU-E	Power Distribution Unit	Equipment Room A-78	Emerson Series 4000 100 KVA
PDU-F	Power Distribution Unit	Equipment Room A-78	Emerson Series 4000 100 KVA
PDU-G	Power Distribution Unit	Equipment Room A-78	Emerson Series 4000 100 KVA
PDU-H	Power Distribution Unit	Printer Room A-78	Emerson Series 4000 100 KVA
PDU-J	Power Distribution Unit	Telecomm Rm. A-86	Emerson Series 4000 100 KVA
UPS-1	Uninterruptable Power Supply	U.P.S. B-21	Powerware 9315-750
UPS-2	Uninterruptable Power Supply	U.P.S. B-21	Powerware 9315-750
SMB	System Maintenance Bypass Module	U.P.S. B-21	Powerware 9315-750
PDU-L	Power Distribution Unit	A-78	Emerson 4046009-BR 4

Section A – List of Mechanical / Electrical Equipment to be Maintained

CAPITAL COMPLEX SERVICE CENTER

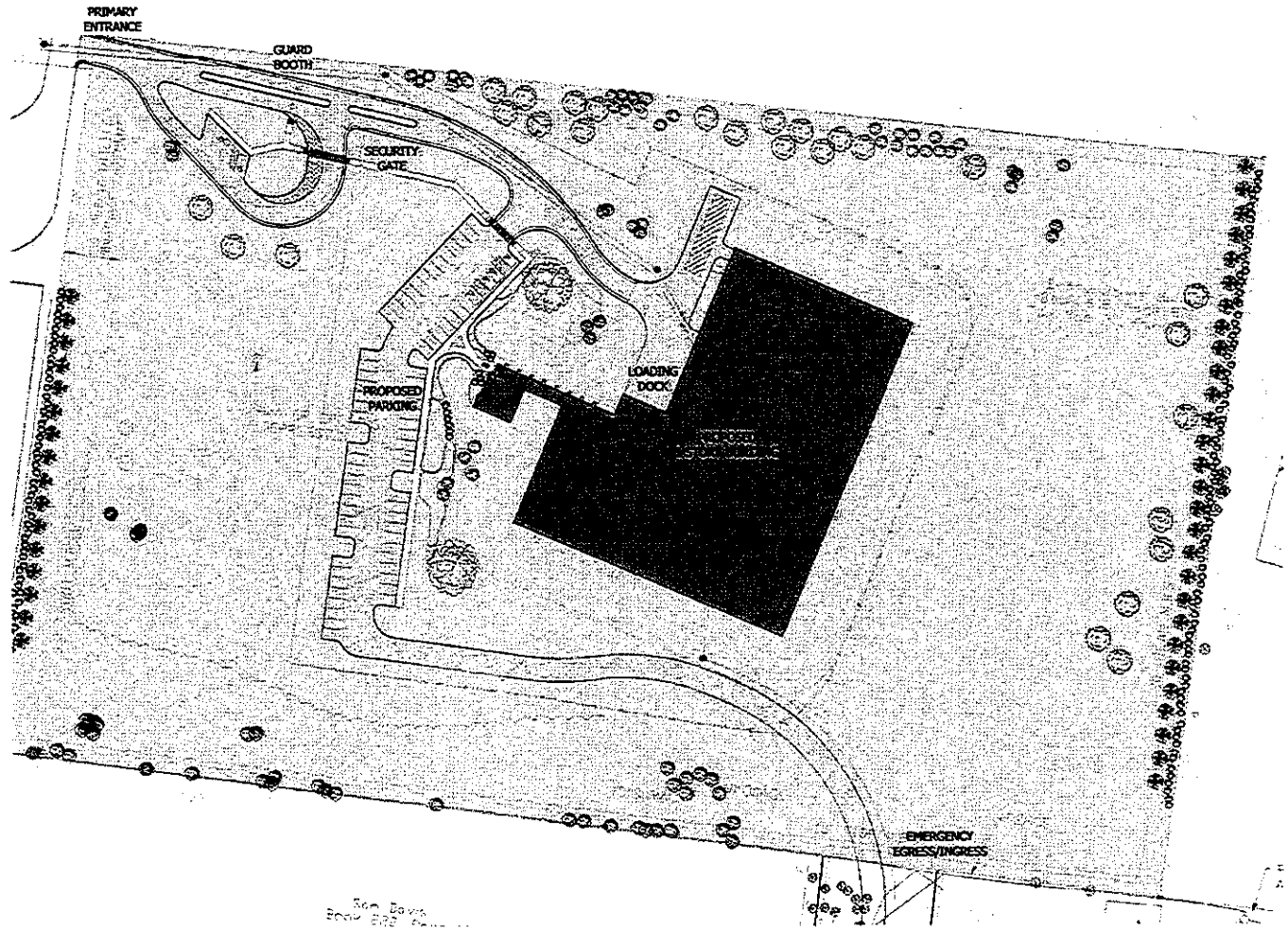
ELECTRICAL EQUIPMENT			
MARK	**DESCRIPTION**	**LOCATION**	**MANUFACTURER & MODEL**
PDU-M	Power Distribution Unit	A-78	Emerson 4046009-BR 4
AHU - 6	Fresh Air Unit	C-9 Warehouse	McQuay – LSL103CH
500	Batteries 384 Cells	Battery Room B-20	Hoppecke
---	Power & Lighting Panelboards	---	General Electric
---	Fire Alarm System	Front Security Office	Simplex – 4100U
---	Access Control Equipment	---	GE – Alliance
20	Security Cameras (approx. 30)	---	
PDU - O	Power Distribution Unit	Telecom Room A-86	Liebert – PPA100C
EF – 14	Exhaust Fan	COM Room	Carnes VEDB
PDU - R	Power Distribution Unit	Equipment Room X - 3	Emerson PPA-150C
PDU – S	Power Distribution Unit	Equipment Room A – 11	Emerson PPA-150C
PDU – T	Power Distribution Unit	Equipment Room A - 15	Emerson PPA-150C
Switchboard	GE - Switchboard	Tape Operations Room	General Electric
UH – 3	Unit Heater	Powerhouse B -24	Modine
UH – 6	Unit Heater	Powerhouse B -20	Modine
	F.O. Storage Tank (4,000 gallon capacity)	Below Ground	

Section B – List of Mechanical / Electrical Equipment to be Maintained
TENNESSEE SOUTH SERVICE CENTER

Equipment Description	Manufacturer Name / Model Number	Estimated Quantities as of April 16, 2010	Approved
VFDs	ABB, Inc. / Model # ACH 550 - VCR-015A-4 & ACH 550 - VCR-012A-4		
Fuel Oil System	F.O. SYSTEM supplied by ISP Automation, Inc.		Approved
	1. F.O. STORAGE TANK - HIGHLAND TANK Co./ Fireguard (7,000 gallon capacity)	2	
	2. FILL BOX w/ FILL PORT CONTROL PANEL - SIMPLEX	1	
	3. TRANSFER F.O. SUBMERSIBLE PUMPS - FEPETRO Inc.,/ Model # STP-33	4	
	4. F.O. RETURN PUMPS - FEPETRO Inc.,/ Model # STP-33	2	
	5. F.O. HEATER - CHROMALOX/ Model # NWHO-06	1	
Package Chilled water Pumps	TIGERFLOW CHW PUMP PACKAGE SYSTEM		Approved
	1. PUMPS - PACO series VSM 5015-7	2	
	2. GLYCOL MAKE-UP UNIT - series ES-3000-GLY Model # D-1/2MT-S3-1/2PB-GLY	1 Unit Duplex Pump Set	
	3. EXPANSION TANK - AMTROL Inc./ Model #2500-L	1	
	4. AIR SEPARATOR - AMTROL Inc./ Model # 8-AS-L	1	
Dry Coolers	JOHNSON CONTROLS - YORK/ Model # VDCF 268B60	2	
Chillers	JOHNSON CONTROLS - YORK/ Model # YCN0197VA46	3	
CRAH Units	STULZ/ Model # SATS CCD-1800-OWE	12	
AC Units	JOHNSON CONTROLS - YORK/ Model # YC-IPF	7	
Humidifiers	NORTEC/ Model # NHTC-020, NHTC-030 & NHTC-050	9	
Utility Transformers UT-A1 and UT-B1	MTEMC (Local Utility) owned	2	Approved
Main Switchboard MDS-A1 and MDS-B1	Russelectric	2	Approved

Equipment Description	Manufacturer Name / Model Number	Estimated Quantities as of April 16, 2010	Approved
GENERATOR SWITCHGEAR GCS	Russelectric	1	Approved
Generators 1 & 2	2250kW - Caterpillar model 3516B	2	Approved
Load Bank	2000kW - Loadtec, Outside, Model: OSM & OSL Series	1	Approved
Transformers	General Electric (Various sizes 30KVA to 75KVA) QL - Type	4	Approved
Panelboards	General Electric, Type SBO; AQ; AE	21	Approved
Enclosed Switches and Circuit Breakers	General Electric, Safety Switches Type TH; CBS TYPE TE & TF	Multi	Approved
Enclosed Bus Assemblies	General Electric, Spectra Series Busway	1	Approved
Manual Starters with terminal overload	General Electric, Type Manual Motorstarters 101	Multi	Approved
Uninterruptible Power Supply	1000kVA Libert 610 series, Model U39SA991AAARS64	2	Approved
External Bypass Switchboard	Siemens	2	Approved
Batteries	3 tier rack mounted Wet Cell - C&D technologies, Model 2XTHCP-27	2 strings of 120 each - 240 total	Approved
Power Distribution Units	450kva Liebert Precision Power Center, Model PPASFA4SFA5SFA_325	4	Approved
Remote Power Panels	Liebert FDC, Model FDC4414SB12	16	Approved
Static Transfer Switch	400A Liebert static transfer switch, model STPA4CRJ12N	1	Approved
Batteries Monitoring	Albert Battery Monitoring System, BDS-256- Model 4764	1	Approved
SCADA System	Russelectric	1	Approved

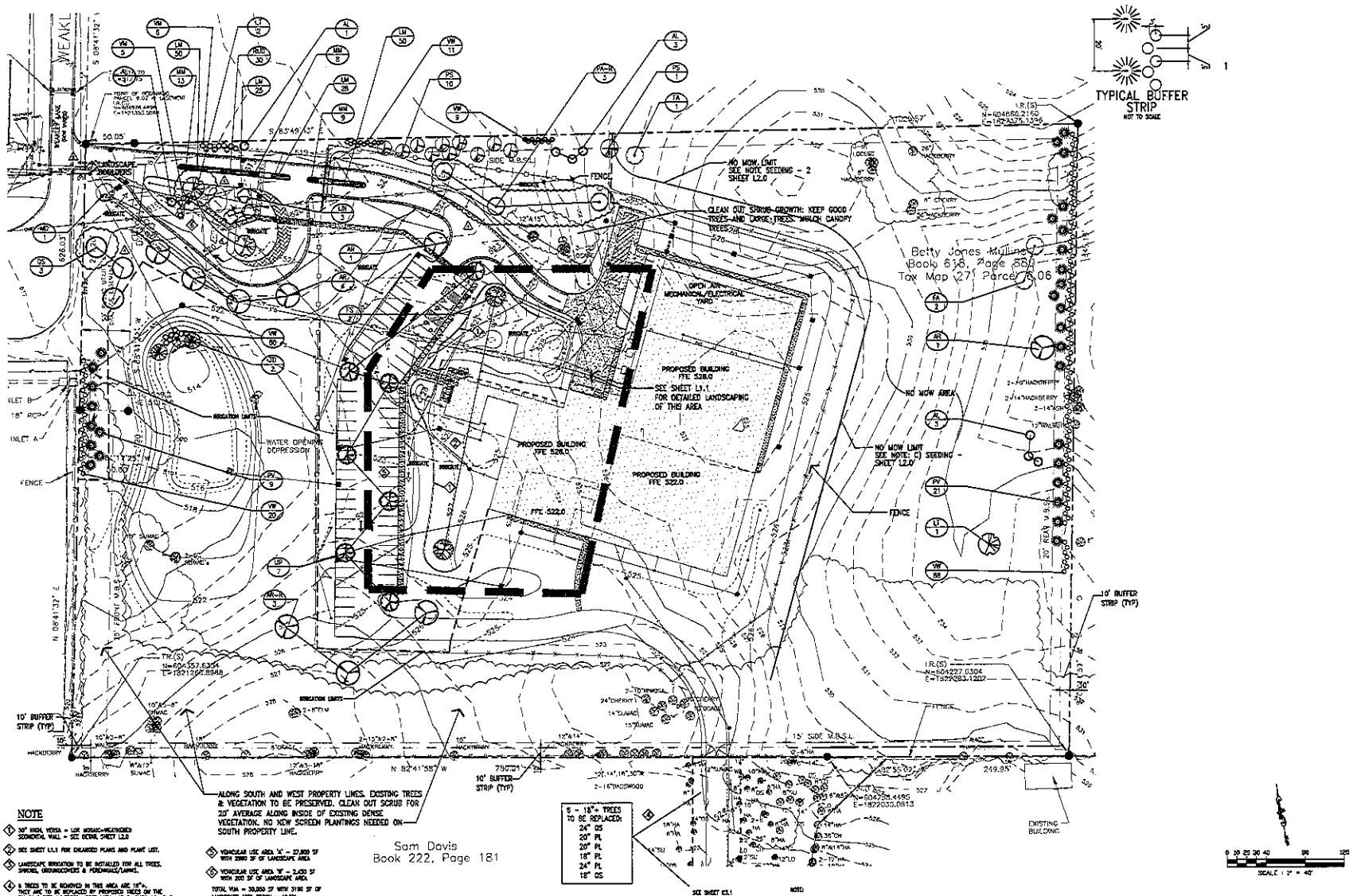
Tennessee South



Proposed Site Plan
September 12, 2008

SIGMA7 design group
1250 Broadway 19th Floor
New York NY 10001
212-779-7100

PLANT LISTING AND LAYOUT FOR THE
TENNESSEE SOUTH SERVICE CENTER BEGINS ON FOLLOWING PAGE



NOTE

1. 30" HIGH, VERSA - LOK MOSAIC-WEATHERED SEDIMENTAL WALL - SEE DETAIL SHEET L2.0
2. SEE SHEET L1.1 FOR ENLARGED PLANS AND PLANT LIST.
3. LANDSCAPE IRRIGATION TO BE INSTALLED FOR ALL TREES, SHRUBS, GROUNDCOVERS & PERENNIALS/ANNUALS.
4. 6 TREES TO BE REMOVED IN THIS AREA ARE 18"+. THEY ARE TO BE REPLACED BY PROPOSED TREES ON THE BUILDING SITE AT TREES NOTED WITH AND B, SIGN AS AN-B. SEE SHEET C3.1
5. VEHICULAR USE AREA "A" - 27,800 SF WITH 2980 SF OF LANDSCAPE AREA
6. VEHICULAR USE AREA "B" - 2,450 SF WITH 200 SF OF LANDSCAPE AREA

   TOTAL VUA = 30,250 SF WITH 3180 SF OF LANDSCAPE AREA WHICH = 10.5%
7. LANDSCAPE BOULDERS TO BE COORDINATED DURING CONSTRUCTION. CONTRACTOR TO NOTIFY LANDSCAPE ARCHITECT PRIOR TO PLACEMENT OF BOULDERS FOR APPROVAL.

NOTE:

LANDSCAPE CONTRACTOR TO PROVIDE A COMBINATION OF A DRIP IRRIGATION SYSTEM FOR ALL TREES AND SHRUBS; AND STANDARD ROTOR SYSTEM FOR LAWN AREAS NOTED WITHIN IRRIGATION LIMITS ON A DESIGN/BUILD ARRANGEMENT. OTHER LAWN AREAS TO BE ESTABLISHED BY THE CONTRACTOR WITH MANUAL WATERING. PREPARE DESIGN SHOP DRAWINGS IN ACCORDANCE WITH PERFORMANCE SPECIFICATIONS CONTAINED IN THE PROJECT MANUAL AND SUBMIT SAME FOR APPROVAL BY THE OWNER'S REPRESENTATIVE PRIOR TO CONSTRUCTION.

LITTLEJOHN ENGINEERING ASSOCIATES, INC.
LANDSCAPE ARCHITECTS • LAND PLANNERS • ENVIRONMENTAL SCIENTISTS • LAND SURVEYORS
1972 Trousdale Drive, Chattanooga, Tennessee 37312
Phone 423-490-6140 • Fax 423-490-6029 • www.jeainc.com

28070

SIGMA7 design group
1350 Broadway, 15th Floor
New York, NY 10018
(212) 279-2100 (212) 279-2110

NOTICE: ALL INSTRUMENTS OF SERVICE, THIS DOCUMENT IS THE PROPERTY OF THE ARCHITECT. REPRODUCTION, DISTRIBUTION OR USE WITHOUT WRITTEN PERMISSION OF THE ARCHITECT IS PROHIBITED.

JEFFREY D. HENDRICKS
TENNESSEE REGISTERED LANDSCAPE ARCHITECT

REVISIONS		
1	DATE	DESCRIPTION
2	09/04/08	PER TDT
3	10/17/08	ADDED SPRINT
4	1/15/09	ADDENDUM 1
5	3/30/09	PER DPH 7

DEPARTMENT OF FINANCE & ADMINISTRATION
OFFICE FOR INFORMATION RESOURCES
SOC #529/033-01-2007

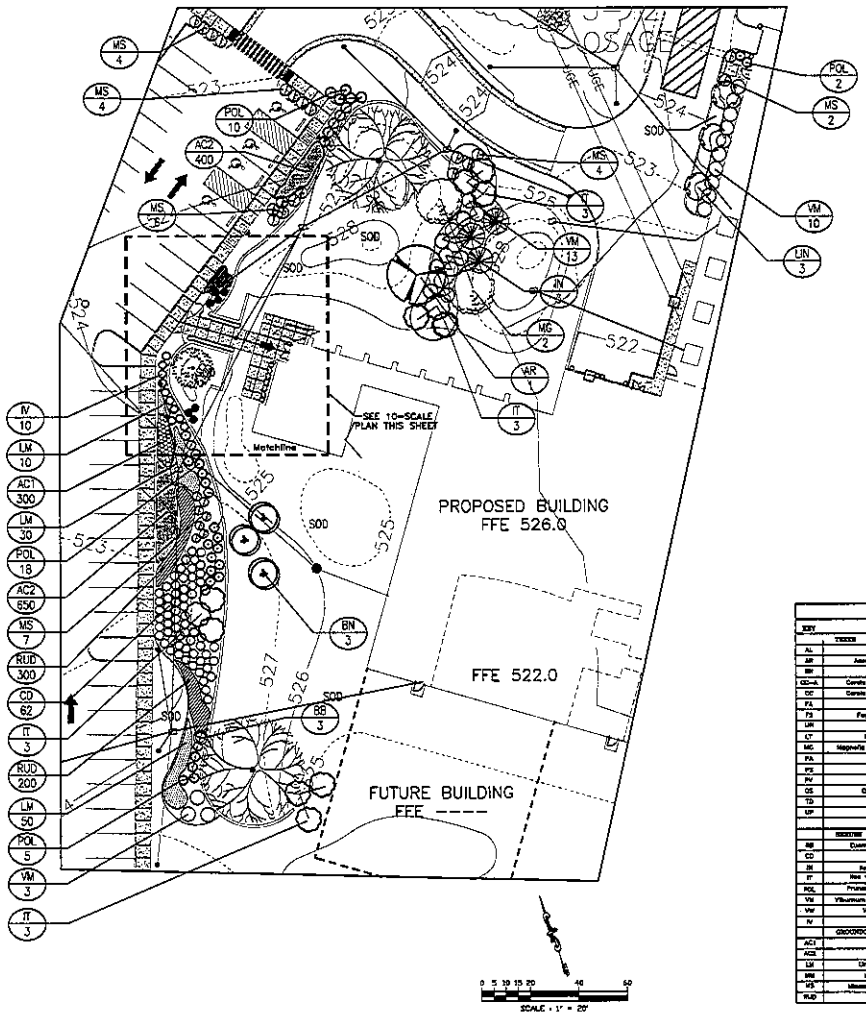
TENNESSEE SOUTH
SMYRNA TENNESSEE

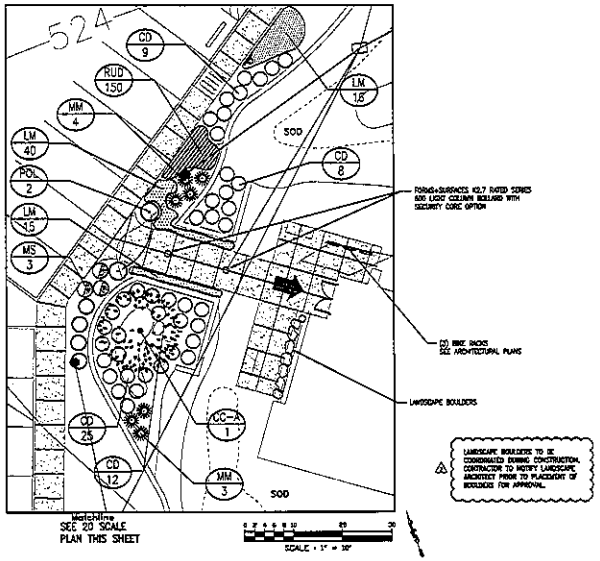
LANDSCAPE PLAN

JOB # 2701

SHEET # L1.0

G:\projects\2008\28070\dwg\Construction\28070_clan.dwg-L1.0 Mar 30, 2009 - 2:37pm gamerson





LANDSCAPE BOULDERS TO BE COORDINATED DURING CONSTRUCTION. CONTRACTOR TO NOTIFY LANDSCAPE ARCHITECT PRIOR TO PLACEMENT OF BOULDERS FOR APPROVAL.

PLANT LIST

KEY	BOTANICAL NAME	COMMON NAME	QUANTITY	ROOT	SIZE AT PLANTING	NOTES
	TREES					
AL	Amelanchier laevis	Allegheny Serviceberry	6	B&B	6' ht.	Multi-stem
AR	Acer rubrum 'October Glory'	October Glory Red Maple	11	B&B	2.5" Cal.	
BN	Betula nigra	River Birch	3	B&B	8-10' ht.	Clump form; 3 stems min.
CC-A	Cercis Canadensis 'Forest Pansy'	Forest Pansy Redbud	1	B&B	12'ht.	Specimen Tree, 3 trunks, 2" cal. each trunk
CC	Cercis Canadensis 'Forest Pansy'	Forest Pansy Redbud	3	B&B	2.5" Cal.	
FA	Fraxinum americana	White Ash	2	B&B	2" cal.	
FS	Fagus sylvatica 'Atropunicea'	Purple Beech	2	B&B	3" Cal.	10' ht. Min
LM	Lagerstroemia indica	Indian Crapemyrtle	5	#25 cont	8-10' ht.	
LT	Liriodendron tulipifera	Tuliptree	4	B&B	2" cal.	10' ht.
MG	Magnolia grandiflora 'Goliath Brown'	Brownie Brown Magnolia	3	B&B	8-10' ht.	Specimen
PA	Platanus acerifolia	London Plane Tree	3	B&B	2" cal.	8'-10' ht.
PT	Pinus strobus	Eastern White Pine	13	B&B	6-7' ht.	Full; Not sheared
PV	Pinus virginiana	Virginia Pine	27	B&B	6-7' ht.	
QS	Quercus shumardii F.P.	'Promenade' Shumard Oak	3	B&B	4" Cal.	Full - branching
TD	Taxodium distichum	Bald Cypress	3	B&B	2.5" cal.	Central Leader
UP	Ulmus parvifolia	Siberian Elm	7	B&B	2.5" cal.	Full
	SHRUBS					
AB	Euonymus alatus 'Compactus'	Dwarfing Bush	1	B&B	30-36"ht	
CD	Cotoneaster dammeri	Carpet Beauty Cotoneaster	104	#2 cont.	18" o.c.	30" o.c.
JH	Ilex x 'nellie R' Stevens	Nellie 'R' Stevens Holly	3	#25 cont.	6'-8' ht.	FULL
JT	Ilex Virginiana 'Henry's Garnet'	Henry's Garnet Scarlet Holly	12	#2 cont.	24" ht.	FULL
POL	Prunus laurocerasus "Otto Luyken"	Otto Luyken Laurel	27	#2 cont.	30" ht.	4' o.c.
VM	Viburnum plicatum tomentosum "Mariesii	Mariesii Viburnum	14	B&B	36"	
VW	Viburnum x Willowwood	Willowwood Viburnum	134	B&B	3'-4' ht.	
IV	Ilex verticillata "Nana"	Dwarf Winterberry Holly	10	#2 cont.	15"-18" ht.	60" o.c.
	GROUNDCOVER					
AC1	Annual Color - 1	Yellow Lantana	300	4" pots		Bed Prep. 6" deep with compost
AC2	Annual Color - 2	200 Red Begonia, 400 Blue Salvia	1000	4" pots		Bed Prep. 6" deep with compost
LM	Liriope muscari "Big Blue"	Big Blue Lily Turf	314	#1 Cont.		18" o.c.
MM	Mahonia aquifolia	Pine Shelly Creek	29	#3 Cont.		
VS	Vinca minor "Bowles"	Vinca Bowles Lesser Periwinkle	30	#2 Cont.		
RUD	Rudbeckia fulgida	Black-eyed Susan	650	#1 Cont.		Bed Prep. 6" deep with compost

28070

LITTLEJOHN ENGINEERING ASSOCIATES, INC.
CIVIL ENGINEERS • LAND SURVEYORS • LANDSCAPE ARCHITECTS • ENVIRONMENTAL SCIENTISTS
1929 Thousand Oaks Boulevard • Knoxville, Tennessee 37919
Phone 865-588-6144 • Fax 865-587-4620 • www.LeaAC.com

SIGMA7 design group
1359 Broadway, 19th Floor
New York, NY 10018
(212)279-2100 FAX(279)-2110

NOTICE: ALL ARCHITECTURAL OF SERVICE, THE DOCUMENT IS THE PROPERTY OF THE ARCHITECT. REPRODUCTION OR USE FOR ANY PURPOSE OTHER THAN THAT AUTHORIZED BY THE ARCHITECT IS FORBIDDEN WITHOUT WRITTEN PERMISSION OF THE ARCHITECT.

WILLIAM B. CUMMINGS
TENNESSEE
REGISTERED
ARCHITECT
No. 102-0000

REVISIONS		
#	DATE	DESCRIPTION
1	10/06/08	DD SET
2	10/17/08	permit comment
3	11/06/08	addendum 1

DEPARTMENT OF FINANCE & ADMINISTRATION
OFFICE FOR INFORMATION RESOURCES
SBC # 32/0331-01-2007

TENNESSEE SOUTH
SPRING TENNESSEE

DETAILED LANDSCAPE PLAN

2701

L1.1

G:\projects\2008\28070\dwg\Construction\28070_clen(L1.1).dwg-L1.1 Jan 13, 2009 - 10:17am dsmith