

**CONTRACT #4
RFS 327.01-02298
Edison # 39502**

**Department of Environment
and Conservation
Solid Waste Management**

**VENDOR:
Leidos Engineering, LLC**



STATE OF TENNESSEE
DEPARTMENT OF ENVIRONMENT AND CONSERVATION
NASHVILLE, TENNESSEE 37243-0435

ROBERT J. MARTINEAU, JR.
COMMISSIONER

BILL HASLAM
GOVERNOR

December 17, 2014

The Honorable Bill Ketron, Chair
Fiscal Review Committee
8th Floor, Rachel Jackson Building
320 Sixth Avenue North
Nashville, TN 37243

Dear Senator Ketron:

The Department of Environment and Conservation (TDEC) issued a request for proposals (RFP 32701-01528) for a consultant to assist in the development of a state-wide, comprehensive, integrated solid waste management plan for the years 2015 through 2025. The contract was awarded to Leidos Engineering, LLC, on October 16, 2013. The contract is currently set to expire on February 15, 2015. We respectfully request approval for an amendment to the contract for the reasons set out herein.

The original contract did not provide for review of the draft plan by the Tennessee Underground Storage Tanks and Solid Waste Control Board or by TDEC executives prior to being finalized. We would like to add formal presentations by the contractor to both of these bodies as tasks under the contract scope of services and provide fair compensation to the contractor for this additional effort through the proposed amendment. A formal presentation is currently planned for the board's February meeting; consequently, the amendment also includes an extension of the term to allow for any revisions to the draft plan resulting from the presentations.

The contractor has successfully completed the majority of tasks toward completing this project. Special focus meetings and public meetings were held across the state to gain valuable input from schools, business and industry, local solid waste management departments, development districts, local governments, and environmental advocacy groups regarding preferred strategies for managing Tennessee's solid waste. The amendment is requested based upon the needs of the department and not for any failure of the contractor to perform in a timely manner. The amendment would have been needed regardless of which proposer was successful in the original solicitation process.

Finally, on September 2, 2014, the Louis Berger Group, Inc., acquired Leidos Engineering, LLC's water and waste resources division. Leidos Engineering was the original contractor for this service of developing the state's comprehensive state-wide solid waste management plan. The proposed amendment changes the name of the contractor to reflect the change in ownership.

Thank you for your consideration of this request.

Sincerely,

A handwritten signature in blue ink that reads "Robert J. Martineau, Jr." with a stylized flourish at the end.

Robert J. Martineau
Commissioner

RJM:RR

Supplemental Documentation Required for
Fiscal Review Committee

*Contact Name:	Ray Register	*Contact Phone:	532-0216		
*Presenter's name(s):	Lucian Geise				
Edison Contract Number: <i>(if applicable)</i>	39502	RFS Number: <i>(if applicable)</i>	32701-02298		
*Original or Proposed Contract Begin Date:	1/1/2014	*Current or Proposed End Date:	2/15/2015		
Current Request Amendment Number: <i>(if applicable)</i>	1				
Proposed Amendment Effective Date: <i>(if applicable)</i>	2/15/2015				
*Department Submitting:	Environment and Conservation				
*Division:	Solid Waste Management				
*Date Submitted:	12/15/2014				
*Submitted Within Sixty (60) days:	Yes				
<i>If not, explain:</i>					
*Contract Vendor Name:	Louis Berger Group, Inc.				
*Current or Proposed Maximum Liability:	\$ 335,321.00				
*Estimated Total Spend for Commodities:					
*Current or Proposed Contract Allocation by Fiscal Year: (as Shown on Most Current Fully Executed Contract Summary Sheet)					
FY: 2014	FY: 2015	FY:	FY:	FY	FY
\$ 167,660.50	\$ 167,660.50	\$	\$	\$	\$
*Current Total Expenditures by Fiscal Year of Contract: (attach backup documentation from Edison)					
FY: 2014	FY: 2015	FY:	FY:	FY	FY
\$ 100,416.30	\$ 67,064.20	\$	\$	\$	\$
IF Contract Allocation has been greater than Contract Expenditures, please give the reasons and explain where surplus funds were spent:			A timeline of the contract tasks had not been finalized when the contract summary was completed; consequently, allocation by fiscal year was an estimate. Surplus funds have not been spent.		
IF surplus funds have been carried forward, please give the reasons and provide the authority for the carry forward provision:			This contract is paid from the solid waste management fund – a reserve fund. T.C.A. § 68-211-821 authorizes the carry forward of funds.		
IF Contract Expenditures exceeded Contract Allocation, please give the reasons and explain how funding was acquired to pay the overage:					

Supplemental Documentation Required for
Fiscal Review Committee

*Contract Funding Source/Amount:			
State:	\$ 235,321.00	Federal:	
<i>Interdepartmental:</i>		<i>Other:</i>	
If “ <i>other</i> ” please define:			
If “ <i>interdepartmental</i> ” please define:			
Dates of All Previous Amendments or Revisions: <i>(if applicable)</i>		Brief Description of Actions in Previous Amendments or Revisions: <i>(if applicable)</i>	
Method of Original Award: <i>(if applicable)</i>		Request for Proposals 32701-01528	
*What were the projected costs of the service for the entire term of the contract prior to contract award? How was this cost determined?		\$ 235,321.00. Cost was determined based on competitive proposals.	
*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.		One other potential vendor submitted a proposal in response to RFP 32701-01528. Since the work is more than half completed, we did not identify competitive alternatives for this amendment.	

Amendment Request

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

APPROVED

CHIEF PROCUREMENT OFFICER

DATE

Request Tracking #	32701-02298	
1. Procuring Agency	Department of Environment and Conservation	
2. Contractor	Louis Berger Group, Inc.	
3. Contract #		
4. Proposed Amendment #	1	
5. Edison ID #	39502	
6. Contract Begin Date	1/1/2014	
7. Current Contract End Date – with ALL options to extend exercised	2/15/2015	
8. Proposed Contract End Date – with ALL options to extend exercised	6/30/2015	
9. Current Maximum Contract Cost – with ALL options to extend exercised	\$ 335,321.00	
10. Proposed Maximum Contract Cost – with ALL options to extend exercised	\$ 357,739.00	
11. Office for Information Resources Pre-Approval Endorsement Request – information technology service (N/A to THDA)	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached	
12. eHealth Pre-Approval Endorsement Request – health-related professional, pharmaceutical, laboratory, or imaging	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached	
13. Human Resources Pre-Approval Endorsement Request – state employee training service	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached	
14. Explanation Need for the Proposed Amendment		
<p>On September 2, 2014, the Louis Berger Group, Inc., acquired Leidos Engineering, LLC's water and waste resources division (news article attached). Leidos Engineering was the original contractor for this service of developing the state's comprehensive state-wide solid waste management plan. The amendment is necessary to change the name of the contractor to reflect the change in ownership.</p> <p>Furthermore, Division of Solid Waste personnel developing the contract scope of services and timeline failed to provide for review of the draft plan by the agency's executives and the</p>		

Request Tracking #	32701-02298
<p>Tennessee Underground Storage Tanks and Solid Waste Disposal Control Board. The amendment adds these tasks to the scope of services, provides additional compensation for the additional work, and extends the contract end date to provide for these important review processes.</p>	
<p>15. Name & Address of the Contractor's Principal Owner(s) <i>– NOT required for a TN state education institution</i></p> <p>Louis Berger Group, Inc., is a wholly owned subsidiary of Berger Group Holdings, a global professional services corporation headquartered at 412 Mount Kemble Ave., Morristown, NJ. The corporation's chairman is Frederic S. Berger, PE.</p>	
<p>16. Evidence Contractor's Experience & Length Of Experience Providing the Goods or Services</p> <p>The Louis Berger Group, Inc., was founded in 1953 by Dr. Louis Berger. It has become a global professional services corporation dedicated to helping clients solve complex infrastructure and development challenges. It employs nearly 6,000 engineers, economists, scientists and planners worldwide, serving private and public entities at every level.</p>	
<p>17. Efforts to Identify Reasonable, Competitive, Procurement Alternatives</p> <p>The original contract was awarded pursuant to RFP 32701-01528. Because the work is more than half completed, the agency did not identify competitive alternatives for this amendment.</p>	
<p>18. Justification</p> <p>The contractor has successfully completed the majority of tasks toward completing this project. Special focus meetings and public meetings were held across the state to gain valuable input from schools, business and industry, local solid waste management departments, development districts, local governments, and environmental advocacy groups regarding preferred strategies for managing Tennessee's solid waste. The public comment period was extended through December 15. Once the public comment period has closed, the draft plan will be revised accordingly. Formal presentation of the plan to the Underground Storage Tanks and Solid Waste Disposal Control Board is now planned for the February meeting. A formal presentation to agency executives by the contractor is also planned. The proposed extension of the contract is needed to provide sufficient time for the plan to be finalized based on the board and executive reviews, printed, and distributed in accordance with the contract. The increase in the maximum liability is to fairly compensate the contractor for additional work unforeseen in the RFP process. The amendment is requested based upon the needs of the state and not for any failure of the contractor to perform in a timely manner. The amendment would have been needed regardless of which proposer was successful in the original solicitation process.</p>	
<p>Agency Head Signature and Date – <i>MUST be signed by the ACTUAL agency head as detailed on the current Signature Certification. Signature by an authorized signatory is acceptable only in documented circumstances</i></p>	



CONTRACT AMENDMENT COVER SHEET

Agency Tracking # 32701-01528	Edison ID NV000000...000039502	Contract #	Amendment # 1		
Contractor Legal Entity Name Louis Berger Group, Inc.			Edison Vendor ID 12503		
Amendment Purpose & Effect(s) Contractor Name Change and Extend Contract End Date					
Amendment Changes Contract End Date: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		End Date: 6/30/2015			
TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A):			\$ 22,418.00		
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2014	100,416.30				100,416.30
2015	257,322.70				257,322.70
TOTAL:	357,739.00				357,739.00
American Recovery and Reinvestment Act (ARRA) Funding: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO					
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.			<i>CPO USE</i>		
Speed Chart (optional) EN00001958		Account Code (optional) 70803000			

**AMENDMENT 1
OF CONTRACT 39502**

This Amendment is made and entered by and between the State of Tennessee, Department of Environment and Conservation, hereinafter referred to as the "State" and Louis Berger Group, LLC, 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 A.6.
 - A.6. The Contractor shall make an on-site, formal presentation of the draft Plan to the Tennessee Underground Storage Tanks and Solid Waste Disposal Control Board at one of the board's regular meetings. The Contractor shall also make an on-site, formal presentation of the draft Plan to the Department of Environment and Conservation executive personnel. Both of these presentations shall occur on the same day.
2. The following is added as Contract section A.7.
 - A.7. If requested in writing by the State, the Contractor shall make significant revisions to the Plan as result from the formal presentations in Section A.6. Such revisions, if requested, shall be above and beyond the standard revisions anticipated and referenced in Section A.5.f.
3. The following is added as Contract section A.8.
 - A.8. As requested by the State, the Contractor shall make one (1) additional formal presentation or attend an on-site meeting to discuss final revisions to the Plan.
4. Contract section B is deleted in its entirety and replaced with the following:

B. CONTRACT PERIOD:

This Contract shall be effective for the period beginning January 1, 2014, and ending on June 30, 2015. The Contractor hereby acknowledges and affirms that the State shall have no obligation for services rendered by the Contractor which were not performed within this specified contract period.
5. Contract section C.1. is deleted in its entirety and replaced with the following:
 - C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed Three Hundred Fifty-Seven Thousand Seven Hundred Thirty-Nine Dollars (\$357,739.00). The payment rates in section C.3 shall constitute the entire compensation due the Contractor for all service and Contractor obligations hereunder regardless of the difficulty, materials or equipment required. The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

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

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

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

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

Service Description	Amount (per compensable increment)
Task 1: Project Planning (reference Section A.3.a – A.3.b.) State Approval and Acceptance of Project Plan	\$ 16,766.05
Task 1: Four (4) Special Focus Meetings (reference Section A.3.c. – A.3.e.)	\$ 33,532.10
Task 2: Completion of Stakeholder Surveys (reference Section A.4.a.)	\$ 33,532.10
Task 2: Public Input Workshops (reference Section A.4.b. – A.4.d.)	\$ 50,298.15
Task 2: Plan Outline (reference Section A.4.e.) State Acceptance of Plan Outline	\$ 33,532.10
Task 3: Public Hearings on Draft Plan (reference Section A.5.a. – A.5.c.)	\$ 50,298.15
Task 3: Submission and Revision of Plan Drafts (reference Section A.5.d – A.5.f.) State Acceptance of Final Plan	\$ 67,064.20
Task 3: Delivery and Distribution of Final Plan Copies (reference Section A.5.g.)	\$ 50,298.15
UST and Solid Waste Disposal Control Board Presentation and TDEC Executive Presentation (reference Section A.6)	\$ 6,649.00
Significant Additional Revisions to the Plan (reference Section A.7)	\$ 9,120.00
Additional Meeting as Requested by the State (Optional) (reference Section A.8)	\$ 6,649.00

7. The following is added as Contract section E.11:

E.11. Contractor Name. All references to "Leidos Engineering, LLC" shall be deleted and replaced with "Louis Berger Group, Inc."

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 February 15, 2015. All other terms and conditions of this Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

LOUIS BERGER GROUP, INC.:

SIGNATURE **DATE**

PRINTED NAME AND TITLE OF SIGNATORY (above)

DEPARTMENT OF ENVIRONMENT AND CONSERVATION:

ROBERT J. MARTINEAU, JR., COMMISSIONER **DATE**

Louis Berger expands its water practice with acquisition of Leidos' Water and Waste Resource division

September 02, 2014 11:51 ET | **Source:**Louis Berger

MORRISTOWN, NJ, N.J., Sept. 2, 2014 (GLOBE NEWSWIRE) -- Louis Berger, a \$1 billion global professional services firm, has acquired Leidos Engineering, LLC's Water and Waste Resource division to further expand its growing water practice. The division will be integrated into Louis Berger's U.S.-based operating company, The Louis Berger Group, Inc.

"This acquisition will deepen our water practice as well as our geographic presence and further strengthen Louis Berger's global technical expertise in the water market sector," said Thomas Lewis, Group operating company president. "We are committed to providing our clients seamless project delivery as Louis Berger integrates Leidos' water and waste resources division."

Louis Berger has an extensive and global water and environment portfolio, recently ranked by Engineering News-Record as No. 8 in dams and reservoirs, No. 17 in water supply, No. 11 in site assessment and compliance, No. 21 in hazardous waste and No. 20 in environmental remediation. Leidos' water and waste resources practice, which has a national presence and includes larger employee concentrations in Southern California, the Pacific Northwest and Florida, is focused on planning, engineering, program and construction management, and financial advisory services for water and waste resources clients across the United States. Clients include municipalities and regional authorities, private companies, banks and investors, and law firms.

"This acquisition gives our team the opportunity to increase services for our clients and provides an expanded platform for growth in our markets as part of Louis Berger's global brand," said Neil Callahan, who will continue to lead the division within Louis Berger. "We are excited about the breadth of experience that Louis Berger brings in this market and the opportunities it will provide for our clients as well as our employees."

About Louis Berger

Louis Berger is a \$1 billion global professional services corporation that helps infrastructure and development clients solve their most complex challenges. We are a trusted partner to national, state and local government agencies; multilateral institutions; and commercial industry clients worldwide. By focusing on client needs to deliver quality, safe, financially-successful projects with integrity, we are committed to deliver on our promise to provide Solutions for a better world.

Louis Berger operates on every habitable continent. We have a long-standing presence in more than 50 nations, represented by the multidisciplinary expertise of nearly 6,000 engineers, economists, scientists, managers and planners.

Regine de la Cruz
+1.202.303.2791



CONTRACT

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

Begin Date 1/1/2014	End Date 2/15/2015	Agency Tracking # 32701-01528	Edison Record ID 39502
Contractor Legal Entity Name Leidos Engineering, LLC			Edison Vendor ID 151037

Service Caption (one line only)
Develop a statewide, comprehensive, solid-waste management plan.

Subrecipient or Vendor <input type="checkbox"/> Subrecipient <input checked="" type="checkbox"/> Vendor	CFDA #
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Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2014	167,660.50				167,660.50
2015	167,660.50				167,660.50
TOTAL:	335,321.00				335,321.00

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

Ownership/Control

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

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

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

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

Thomas W. Edv

OCR USE - FA

Speed Chart (optional) EN00001958	Account Code (optional) 70803000
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32742



**CONTRACT
BETWEEN THE STATE OF TENNESSEE
DEPARTMENT OF ENVIRONMENT AND CONSERVATION
AND
LEIDOS ENGINEERING, LLC**

This Contract, by and between the State of Tennessee, Department of Environment and Conservation, hereinafter referred to as the "State" and Leidos Engineering, LLC, hereinafter referred to as the "Contractor," is for the provision of Statewide Comprehensive Integrated Solid Waste Management Plan, as further defined in the "SCOPE OF SERVICES."

The Contractor is a Limited Liability Company.
Contractor Place of Incorporation or Organization: Delaware
Contractor Edison Registration ID # 151037

A. SCOPE OF SERVICES:

- A.1. The Contractor shall provide all service and deliverables as required, described, and detailed herein and shall meet all service and delivery timelines as specified by this Contract.
- A.2. Statewide Solid Waste Plan
- a. The Contractor shall take all steps necessary to prepare a statewide comprehensive Integrated solid waste management plan, hereafter called "the Plan", which will include, at a minimum, a statewide solid waste management plan, a statewide waste reduction and recycling plan, and a statewide plan for disaster debris management in accordance with the Federal Emergency Management Agency's (FEMA) 325 Public Assistance Disaster Debris Management Plan. The scope of the Plan shall extend at least through calendar year 2025.
 - b. The Contractor shall deliver the Plan component, all drafts, and supporting documents in accordance with a timetable that will allow the State to meet the imposed deadline of February 15, 2015.
 - c. The State shall provide a hard copy of the 1991 Tennessee State Solid Waste Plan and access to limited inventory data.
 - d. The State shall provide access to Tennessee's Waste Reduction Task Force of 2009 recommendations, and resources at:
<http://tn.gov/environment/swm/prwr/taskforcearchive.shtml>.
 - e. The State shall give additional access to project files as needed.
- A.3. Task 1 - Initial Phase – Project Planning
- a. The Contractor shall propose for the State's approval a work plan and timetable for the completion of the services. The timetable shall be oriented toward final submission of the Plan to the State on or before December 15, 2014, in order to meet the final deadline of February 15, 2015, which deadline may not be amended or extended.
 - b. The Contractor shall propose for the State's approval a system for communications with the State to ensure the Plan project remains on task and on schedule.
 - c. The Contractor shall plan, schedule, and conduct a minimum of four (4) special focus meetings (format to be determined by Contractor and State). The focus meetings shall be held at four different locations across the state, one in the western region of the state, one in the central region of the state, one in the southeastern region of the state and one in the eastern region of the state. The purpose of these special focus meetings is to initially identify key components and direction in preparing the Plan.



- d. The Contractor shall facilitate the meetings, record and take minutes of the meetings, and provide adequate public notice of the meetings, in accordance with Tennessee Open Meetings Act.
- e. The Contractor shall pay for any and all location expenses, including refreshments, audio-visual resources, handouts, and invitations.
- f. The Contractor shall be responsible for the following:
 - (1) Obtain all research data necessary for the Plan.
 - (2) Produce all components, facts, figures, and analyses required for the Plan.
 - (3) All phases of survey development, survey administration, survey data collection and results compilation required for the Plan.
 - (4) Organize and coordinate meetings of the Tennessee Solid Waste Disposal Control Board and public hearings required to ensure adequate public input into the Plan.
 - (5) Submit early drafts to the State for review and approval to which the State will review and respond within ten (10) business days
 - (6) Submit final Plan to the State on or before December 15, 2014.
 - (7) Revise the Plan document until the Plan is finally accepted and approved by the Solid Waste Disposal Control Board.

A.4. Task 2 - Development Phase

- a. The Contractor shall be expected to conduct surveys with stakeholders, state recycling organizations, and local governments with a great deal of independence, subject to the recommendations of Tennessee Solid Waste Disposal Control Board and the State's approval of the survey instruments and methodology prior to administration.
- b. Plan, schedule, and conduct a minimum of four (4) Public Input Workshops (format to be determined by Contractor and State). The Workshops shall be held at four different locations across the state, one in the western region of the state, one in the central region of the state, one in the southeastern region of the state and one in the eastern region of the state.
- c. The Contractor shall facilitate the workshops, record and take minutes of the proceedings, and shall provide adequate public notice of these meetings. The Contractor shall pay for any and all location expenses, including any refreshments, audio-visual resources, handouts, and invitations.
- d. The purpose of the Public Workshops is to involve interested citizens in the Plan development. To that end, and subject to Tennessee Solid Waste Disposal Control Board recommendations, the Contractor may be expected to:
 - (1) briefly present the 1991 State Solid Waste Plan, or the work of the 2009 Waste Reduction Task Force, including its findings, recommendations and accomplishments, and
 - (2) seek public input and recommendations on existing programs, facilities, planned programs or facilities, and solid waste/waste reduction trends in order to gauge public satisfaction with and demand for solid waste and waste reduction facilities and practices in the state.
- e. The Contractor shall develop and present an outline for the creation of the Plan, which shall reflect the proposed format and organization of the document. The outline shall be presented to the Division of Solid and Hazardous Waste Management in accordance with the work plan and timeline approved by the State.



- f. The Contractor shall obtain or produce all research data necessary for the Plan, including the information derived from the tasks listed above, plus any additional components, facts, figures, and analyses required for the Plan.

A.5. Task 3 – Delivery & Approval Phase

- a. The Contractor shall plan, arrange, and conduct a minimum of three (3) Public Hearings. The Public Hearings shall be held at three different locations across the state, one in the western region of the state, one in the central region of the state, and one in the eastern region of the state. At a minimum, one Internet based public forum meeting, which may be included in the previously noted meetings, shall be scheduled for public input.
- b. The Contractor shall facilitate the hearings, record and take minutes of the proceedings, and shall provide adequate public notice of these meetings. The Contractor shall pay for any and all location expenses, including any refreshments, audio-visual resources, handouts, and invitations.
- c. The purpose of the Public Hearings is to receive input/feedback from interested citizens on the Final Draft of the Plan. To that end, and subject to Tennessee Solid Waste Disposal Control Board recommendations, the Contractor may be expected to:
 - (1) briefly present the Plan and its accompanying findings, recommendations and key strategies, and
 - (2) seek public input and comments on the comprehensive document in order to gauge public satisfaction with sustainable materials management, proposed conservation and recovery initiatives and facility development in the state.
- d. The Contractor shall take all steps necessary to add to, delete from, or otherwise edit the document until the Plan is finally approved by the State.
- e. The Contractor shall create the Plan in accordance with the standards set forth and in compliance with Tennessee Code Annotated §68-211-800, *et. seq.*, and any federal Environmental Protection Agency state level planning requirements. The Plan shall build upon the 1991 Plan, subsequent updates, the Waste Reduction Task Force, and all appendices, references, and predecessor documents previously published, as well as the data and recommendations obtained or produced by the Contractor. It shall include all necessary and appropriate graphics, photographs, and written text in accordance with pre-approved specifications for this document. The Plan shall be designed and formatted for ease of use and readability, as well as compliant with federal and state requirements on design and format.
- f. Preliminary drafts are required to be submitted for review by the Division of Solid and Hazardous Waste Management (DSWM) in accordance with the work plan and timetable agreed to under Task 1. Preliminary document drafts shall be in an electronic format such as MS Word 2007 and tables in MS Excel 2007 or in an alternate format approved by the State in advance during the initial communication planning as noted above. If the draft does not satisfy the Division of Solid and Hazardous Waste Management (DSWM) the State shall notify the Contractor of said deficiencies within twenty (20) business days. Contractor shall remedy the specified deficiencies by making the appropriate changes and shall resubmit the draft within twenty (20) business days after receiving notice of the deficiencies from the State. This process will be repeated until all requirements are met.
- g. Final Deliverables: The Contractor shall deliver 500 hard-copies printed on recycled content paper with soy based inks of the Plan as well as a digital print ready version, 8.5" x 11" format (unless otherwise approved in writing in advance by the State) ready for posting on the TDEC-DSWM web site. The Plan must meet all State publication and design requirements. The State retains permanent rights for reproduction in perpetuity.



- (1) From the 500 copies specified the Contractor shall deliver one (1) copy to each of the ninety-five (95) county government in the state of Tennessee.
- (2) From the 500 copies specified the Contractor shall deliver one (1) copy to each of the sixty-eight (68) solid waste planning region in the state of Tennessee.
- (3) From the 500 copies specified the Contractor shall deliver one (1) copy to each of the nine (9) development district in the state of Tennessee.
- (4) From the 500 copies specified the Contractor shall deliver one (1) copy to the eleven (11) document repositories in the state of Tennessee in accordance with the state's public record act.
- (5) From the 500 copies specified in the Contractor shall deliver one (1) copy to the eight (8) Environmental Field Offices

B. CONTRACT PERIOD:

This Contract shall be effective for the period beginning January 1, 2014, and ending on February 15, 2015. The Contractor hereby acknowledges and affirms that the State shall have no obligation for services rendered by the Contractor which were not performed within this specified contract period.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed Three Hundred Thirty-Five Thousand Three Hundred Twenty-One Dollars (\$335,321.00). The payment rates in section C.3 shall constitute the entire compensation due the Contractor for all service and Contractor obligations hereunder regardless of the difficulty, materials or equipment required. The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

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

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

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

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

Service Description	Amount (per compensable increment)
Task 1: Project Planning (reference Section A.3.a – A.3.b.) State Approval and Acceptance of Project Plan (5% of Total Amount)	\$ 16,766.05



Task 1: Four (4) Special Focus Meetings (reference Section A.3.c. – A.3.e.) (10% of Total Amount)	\$ 33,532.10
Task 2: Completion of Stakeholder Surveys (reference Section A.4.a.) (10% of Total Amount)	\$ 33,532.10
Task 2: Public Input Workshops (reference Section A.4.b. – A.4.d.) (15% of Total Amount)	\$ 50,298.15
Task 2: Plan Outline (reference Section A.4.e.) State Acceptance of Plan Outline (10% of Total Amount)	\$ 33,532.10
Task 3: Public Hearings on Draft Plan (reference Section A.5.a. – A.5.c.) (15% of Total Amount)	\$ 50,298.15
Task 3: Submission and Revision of Plan Drafts (reference Section A.5.d – A.5.f.) State Acceptance of Final Plan (20% of Total Amount)	\$ 67,064.20
Task 3: Delivery and Distribution of Final Plan Copies (reference Section A.5.g.) (15% of Total Amount)	\$ 50,298.15

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

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

Department of Environment and Conservation
Division of Solid and Hazardous Waste Management
William R. Snodgrass Tennessee Tower
312 Rosa L. Parks Ave., 12th Floor
Nashville, TN 37243

a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).

- (1) Invoice Number (assigned by the Contractor)
- (2) Invoice Date
- (3) Contract Number (assigned by the State)
- (4) Customer Account Name: Department of Environment and Conservation, Division of Solid and Hazardous Waste Management
- (5) Customer Account Number (assigned by the Contractor to the above-referenced Customer)
- (6) Contractor Name
- (7) Contractor Tennessee Edison Registration ID Number Referenced in Preamble of this Contract
- (8) Contractor Contact for Invoice Questions (name, phone, and/or fax)
- (9) Contractor Remittance Address
- (10) Description of Delivered Service
- (11) Complete Itemization of Charges, which shall detail the following:

i. Service or Milestone Description (including name & title as applicable) of each service invoiced



- ii. Number of Completed Units, Increments, Hours, or Days as applicable, of each service invoiced
- iii. Applicable Payment Rate (as stipulated in Section C.3.) of each service invoiced
- iv. Amount Due by Service
- v. Total Amount Due for the invoice period

b. The Contractor understands and agrees that an invoice under this Contract shall:

- (1) include only charges for service described in Contract Section A and in accordance with payment terms and conditions set forth in Contract Section C;
- (2) only be submitted for completed service and shall not include any charge for future work;
- (3) not include sales tax or shipping charges; and
- (4) initiate the timeframe for payment (and any discounts) only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

C.6. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any payment, invoice, or matter in relation thereto. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount invoiced.

C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, not to constitute proper remuneration for compensable services.

C.8. Deductions. The State reserves the right to deduct from amounts, which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee any amounts, which are or shall become due and payable to the State of Tennessee by the Contractor.

C.9. Prerequisite Documentation. The Contractor shall not invoice the State under this Contract until the State has received the following documentation properly completed.

- a. The Contractor shall complete, sign, and present to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once said form is received by the State, all payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee shall be made by Automated Clearing House (ACH).
- b. The Contractor shall complete, sign, and present to the State a "Substitute W-9 Form" provided by the State. The taxpayer identification number detailed by said form must agree with the Contractor's Federal Employer Identification Number or Tennessee Edison Registration ID referenced in this Contract.

D. STANDARD TERMS AND CONDITIONS:

D.1. Required Approvals. The State is not bound by this Contract until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

D.2. Modification and Amendment. This Contract may be modified only by a written amendment signed by all parties hereto and approved by both the officials who approved the base contract and, depending upon the specifics of the contract as amended, any additional officials required by Tennessee laws and regulations (said officials may include, but are not limited to, the



Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

- D.3. Termination for Convenience. The State may terminate this Contract without cause for any reason. Said termination shall not be deemed a breach of contract by the State. The State shall give the Contractor at least thirty (30) days written notice before the effective termination date. The Contractor shall be entitled to compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.4. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the State shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor.
- D.5. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Contract below pertaining to "Conflicts of Interest," "Nondiscrimination," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.
- D.6. Conflicts of Interest. The Contractor warrants that no part of the total Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Contract.

The Contractor acknowledges, understands, and agrees that this Contract shall be null and void if the Contractor is, or within the past six months has been, an employee of the State of Tennessee or if the Contractor is an entity in which a controlling interest is held by an individual who is, or within the past six months has been, an employee of the State of Tennessee.

- D.7. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.8. Prohibition of Illegal Immigrants. The requirements of *Tennessee Code Annotated*, Section 12-4-124, *et seq.*, addressing the use of illegal immigrants in the performance of any Contract to supply goods or services to the state of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.
- a. The Contractor hereby attests, certifies, warrants, and assures that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document at Attachment 1, hereto, semi-annually during the period of this Contract. Such attestations shall be maintained by the Contractor and made available to state officials upon request.



- b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the period of this Contract, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work relative to this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work relative to this Contract. Attestations obtained from such subcontractors shall be maintained by the Contractor and made available to state officials upon request.
 - c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Said records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.
 - d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of *Tennessee Code Annotated*, Section 12-4-124, *et seq.* for acts or omissions occurring after its effective date. This law requires the Commissioner of Finance and Administration to prohibit a contractor from contracting with, or submitting an offer, proposal, or bid to contract with the State of Tennessee to supply goods or services for a period of one year after a contractor is discovered to have knowingly used the services of illegal immigrants during the performance of this Contract.
 - e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not either a United States citizen, a Lawful Permanent Resident, or a person whose physical presence in the United States is authorized or allowed by the federal Department of Homeland Security and who, under federal immigration laws and/or regulations, is authorized to be employed in the U.S. or is otherwise authorized to provide services under the Contract.
- D.9. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.10. Prevailing Wage Rates. All contracts for construction, erection, or demolition or to install goods or materials that involve the expenditure of any funds derived from the State require compliance with the prevailing wage laws as provided in *Tennessee Code Annotated*, Section 12-4-401, *et seq.*
- D.11. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.12. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.13. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.14. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to



exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

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

- D.15. State Liability. The State shall have no liability except as specifically provided in this Contract.
- D.16. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.
- D.17. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.18. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.
- D.19. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.20. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.
- D.21. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.
- E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by EMAIL or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State:

Loretta Harrington
Department of Environment and Conservation
Division of Solid and Hazardous Waste Management



William R. Snodgrass Tennessee Tower
312 Rosa L. Parks Ave., 12th Floor
Nashville, TN 37243
Loretta.Harrington@tn.gov
Telephone # 615-532-0086
FAX # 615-532-0886

The Contractor:

Abby Goldsmith, Assistant Vice President
Project Manager
Leidos Engineering, LLC
2295 Parklake Dr., Suite 300
Atlanta, GA 30345
Abby.m.goldsmith@saic.com
Telephone # 770-452-2864
FAX # 404-870-9097

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

- E.3. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- E.4. Tennessee Consolidated Retirement System. The Contractor acknowledges and understands that, subject to statutory exceptions contained in *Tennessee Code Annotated*, Section 8-36-801, *et. seq.*, the law governing the Tennessee Consolidated Retirement System (TCRS), provides that if a retired member of TCRS, or of any superseded system administered by TCRS, or of any local retirement fund established pursuant to *Tennessee Code Annotated*, Title 8, Chapter 35, Part 3 accepts state employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of "employee/employer" and not that of an independent contractor, the Contractor, if a retired member of TCRS, may be required to repay to TCRS the amount of retirement benefits the Contractor received from TCRS during the period of this Contract.
- E.5 Tennessee Department of Revenue Registration. The Contractor shall be registered with the Department of Revenue for the collection of Tennessee sales and use tax. This registration requirement is a material requirement of this Contract.
- E.6. Printing Authorization. The Contractor agrees that no publication coming within the jurisdiction of *Tennessee Code Annotated*, Section 12-7-101, *et. seq.*, shall be printed pursuant to this contract unless a printing authorization number has been obtained and affixed as required by *Tennessee Code Annotated*, Section 12-7-103 (d).
- E.7. 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.8. Incorporation of Additional Documents. Each of the following documents is included as a part of this Contract by reference. In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these items shall govern in order of precedence below.

- a. this Contract document with any attachments or exhibits (excluding the items listed at subsections b. through e., below);
- b. any clarifications of or addenda to the Contractor's proposal seeking this Contract;
- c. the State solicitation, as may be amended, requesting proposals in competition for this Contract;
- d. any technical specifications provided to proposers during the procurement process to award this Contract;
- e. the Contractor's proposal seeking this Contract.

E.9. Copyrights and Patents. 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 or suits which may be brought against the State for infringement of any laws regarding patents or copyrights which may arise from the Contractor's performance of this Contract. In any such action brought against the State, the Contractor shall satisfy and indemnify the State for the amount of any final judgment for infringement. The Contractor further agrees it shall be liable for the reasonable fees 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. The State shall give the Contractor written notice of any such claim or suit and full right and opportunity to conduct the Contractor's own defense thereof.

E.10. 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,

LEIDOS ENGINEERING, LLC

Abby Goldsmith 12-4-13
CONTRACTOR SIGNATURE DATE
Abby Goldsmith Assistant Vice President
PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

DEPARTMENT OF ENVIRONMENT AND CONSERVATION:

Robert J. Martineau, Jr. 12/4/13
ROBERT J. MARTINEAU, JR., COMMISSIONER DATE



ATTACHMENT 1

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

SUBJECT CONTRACT NUMBER:	
CONTRACTOR LEGAL ENTITY NAME:	
FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number)	

The Contractor, identified above, does hereby attest, certify, warrant, and assure that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract.

CONTRACTOR SIGNATURE

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Contractor. If said individual is not the chief executive or president, this document shall attach evidence showing the individual's authority to contractually bind the Contractor.

PRINTED NAME AND TITLE OF SIGNATORY

DATE OF ATTESTATION