

**CONTRACT #15**  
**RFS # 401.00-62911**  
**Edison # 25979**

**Department of Transportation**

**VENDOR:**  
**TranSystem Corporation**



**STATE OF TENNESSEE  
DEPARTMENT OF TRANSPORTATION**

**COMMISSIONER'S OFFICE**  
SUITE 700, JAMES K. POLK BUILDING  
505 DEADERICK STREET  
NASHVILLE, TENNESSEE 37243-1402  
(615) 741-2848

**JOHN C. SCHROER**  
COMMISSIONER

**BILL HASLAM**  
GOVERNOR

November 19, 2015

Leni Chick, Contract and Audit Coordinator,  
Fiscal Review Committee  
8th Floor, Rachel Jackson Bldg.  
320 Sixth Avenue North  
Nashville, TN 37243

RE: Amendment Two  
TranSystems Corporation  
Edison # 25979  
Agency Tracking #40100-62911

Ms. Chick,

The referenced contract provides for multimodal transportation consulting services for the Multimodal Division of the Tennessee Department of Transportation. The Contractor was competitively selected through the Request for Proposal process. The purpose of this amendment is to extend the contract for an additional six (6) months as provided in the Amendment Two Request.

This package contains the following materials as required by your office:

1. Amendment Two and the Contract Summary Sheet, which will extend the contract for six (6) months.
2. Amendment One and the Contract Summary Sheet that reallocated funds by fiscal year.
3. The original Contract and Contract Summary Sheet.
4. The request for a Non-Competitive Amendment.
5. Supplemental Documentation required by your Committee including Edison documentation of expenditures.

Please advise if you have any questions or comments.

Sincerely,

John C. Schroer  
Commissioner

Supplemental Documentation Required for  
Fiscal Review Committee

*Contact Name:	Victoria Hassinger	*Contact Phone:	615-532-3508		
*Presenter's name(s):	Toks Omashakin				
Edison Contract Number: <i>(if applicable)</i>	25979	RFS Number: <i>(if applicable)</i>	40100-62911		
*Original or Proposed Contract Begin Date:	April 15, 2011	*Current or Proposed End Date:	October 14, 2016		
Current Request Amendment Number: <i>(if applicable)</i>	2				
Proposed Amendment Effective Date: <i>(if applicable)</i>	February 1, 2016				
*Department Submitting:	Department of Transportation				
*Division:	Division of Multimodal Transportation Resources				
*Date Submitted:	November 19, 2015				
*Submitted Within Sixty (60) days:	Yes				
<i>If not, explain:</i>					
*Contract Vendor Name:	TranSystems Corporation				
*Current or Proposed Maximum Liability:	\$2,500,000.00				
*Estimated Total Spend for Commodities:	\$ 1,164,188.15				
<b>*Current or Proposed Contract Allocation by Fiscal Year: (as Shown on Most Current Fully Executed Contract Summary Sheet)</b>					
FY:2011	FY:2012	FY:2013	FY:2014	FY2015	FY
\$359,168.75	\$358,580	\$356,107.50	\$225,167.16	\$1,200,976.50	\$
<b>*Current Total Expenditures by Fiscal Year of Contract: (attach backup documentation from Edison)</b>					
FY:2011	FY:2012	FY:2013	FY:2014	FY2015	FY 2016
\$ 0	\$ 132,362.38	\$ 243,497.68	\$ 316,111.76	\$ 253,645.06	\$ 218,571.27
IF Contract Allocation has been greater than Contract Expenditures, please give the reasons and explain where surplus funds were spent:			N/A		
IF surplus funds have been carried forward, please give the reasons and provide the authority for the carry forward provision:			It is the policy of the Department of Transportation to roll funds from year to year until contract expiration in case expenditures may increase from the previous year. Contract funds to be carried forward per this amendment		
IF Contract Expenditures exceeded Contract Allocation, please give the reasons and explain how funding was acquired to pay the overage:			N/A		

Supplemental Documentation Required for  
Fiscal Review Committee

<b>*Contract Funding Source/Amount:</b>			
	State:	Federal:	
	\$ 328,717.68		\$ 2,171,282.32
<i>Interdepartmental:</i>		<i>Other:</i>	
If “ <i>other</i> ” please define:			
If “ <i>interdepartmental</i> ” please define:			
<b>Dates of All Previous Amendments or Revisions: (if applicable)</b>		<b>Brief Description of Actions in Previous Amendments or Revisions: (if applicable)</b>	
1		Modification to Contract summary funding	
<b>Method of Original Award: (if applicable)</b>		RFP	
<p><b>*What were the projected costs of the service for the entire term of the contract prior to contract award? How was this cost determined?</b></p>		<p>\$2,500,000.00 was the projected expenditures for the contract and was determined by the Division’s anticipated budget and funds from the Federal Government for this program.</p>	
<p><b>*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.</b></p>		<p>The Amendment we are requesting approval for is to extend the end date of the current contract to allow for the development, advertising and processing of a new RFP. TDOT is developing the current one RFP into four (4) RFPs to allow for smaller, minority/disadvantaged companies to bid any of the new RFPs.</p>	

Idyrc:ahv P d h i P h q v IVFP Erp p l p h q w F r q u r o U h y z h z E x g j h w D f w y k h v E x g j h w R y h u y z h z

Welcome Kwabena Aboagye

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**Inquiry Results**

Business Unit: 40100  
 Ledger Group: PRJ\_FDS\_CH Funding Source Level Budget  
 Type of Calendar: Detail Budget Period  
 Amounts in Base Currency: USD  
 Revenue Associated:

[Return to Criteria](#) Max Rows:  [Display Options](#) Search

**Ledger Totals (23 Rows)**

Budget: 3,108,324.09 Net Transfers: 0.00  
 Expense: 1,164,188.15  
 Encumbrance: 1,335,811.85  
 Pre-Encumbrance: 0.00  
 Budget Balance: 608,324.09  
 Associate Revenue: 0.00  
 Available Budget: 608,324.09

**Budget Overview Results**

Customize | Find | View All | First 1-23 of 23 Last

	Ledger Group	Fund	Program	PC Bus Unit	Project	Activity	Budget Period	Budget	Expense	Encumbrance	Pre-Encumbrance
1	PRJ_FDS_CH	21000	415304	40100	995304S3002	5304N152	ALL	287,335.000	287,335.000	0.000	0.000
2	PRJ_FDS_CH	21000	415304	40100	995304S3002	5304N162	ALL	286,864.000	286,864.000	0.000	0.000
3	PRJ_FDS_CH	21000	415311	40100	995304S3002	5311N136	ALL	910,084.000	189,977.250	720,106.750	0.000
4	PRJ_FDS_CH	21000	415304	40100	995304S3002	5304N172	ALL	284,886.000	117,149.980	167,736.020	0.000
5	PRJ_FDS_CH	21000	415304	40100	995304S3002	5304S20C	ALL	71,833.750	71,833.750	0.000	0.000
6	PRJ_FDS_CH	21000	415304	40100	995304S3002	5304S21C	ALL	71,716.000	71,716.000	0.000	0.000
7	PRJ_FDS_CH	21000	415304	40100	995304S3002	5304S25	ALL	68,913.000	64,092.000	4,821.000	0.000
8	PRJ_FDS_CH	21000	415310	40100	995304S3002	5310N14	ALL	221,979.590	45,932.700	176,046.890	0.000
9	PRJ_FDS_CH	21000	415304	40100	995304S3002	5304S22C	ALL	71,221.500	29,287.470	41,934.030	0.000
10	PRJ_FDS_CH	21000	415304	40100	995304S3002	5304N192	ALL	338,724.000	0.000	0.000	0.000
11	PRJ_FDS_CH	21000	415304	40100	995304S3002	5304N182	ALL	328,069.000	0.000	180,133.730	0.000
12	PRJ_FDS_CH	21000	415304	40100	995304S3002	5304S24C	ALL	84,661.000	0.000	0.000	0.000
13	PRJ_FDS_CH	21000	415304	40100	995304S3002	5304S23C	ALL	82,017.250	0.000	45,033.430	0.000
14	PRJ_FDS_CH	21000	415303	40100	995304S3002	5303N11	ALL	0.000	0.000	0.000	0.000
15	PRJ_FDS_CH	21000	415303	40100	995304S3002	5303N12	ALL	0.000	0.000	0.000	0.000
16	PRJ_FDS_CH	21000	415303	40100	995304S3002	5303N52	ALL	0.000	0.000	0.000	0.000
17	PRJ_FDS_CH	21000	415303	40100	995304S3002	5303N72	ALL	0.000	0.000	0.000	0.000
18	PRJ_FDS_CH	21000	415303	40100	995304S3002	5303N72	ALL	0.000	0.000	0.000	0.000

[Return to Criteria](#)

\*Notes

[Save](#) [Return to Search](#) [Notify](#) [Refresh](#)

# Rule Exception Request

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

**APPROVED**  
**Michael F. Perry/TLS**  
 Digitally signed by Michael F. Perry/TLS  
 DN: cn=Michael F. Perry/TLS, o,  
 ou=Central Procurement Office,  
 email=toni.stuart@tn.gov, c=US  
 Date: 2015.09.25 12:59:04 -05'00'  
**CHIEF PROCUREMENT OFFICER**  
 (Required for all Rule Exception Requests)

**APPROVED**  
  
**COMPTROLLER OF THE TREASURY**  
 (ONLY for applicable statutorily required approvals e.g., records, annual report and audit, or monitoring provisions)

<b>Request Tracking #</b>	40100-62911
<b>1. Contract #</b>	FA1135006
<b>2. Goods or Services Caption</b>	Multimodal Transportation Resources Division Consulting Services
<b>3. Contractor</b>	TranSystems Corporation
<b>4. Contract Period (with ALL options to extend exercised)</b>	66 months
<b>5. Contract Maximum Liability (with ALL options to extend exercised)</b>	\$ 2,500,000.00
<b>6. Rule(s) (for which the exception is requested)</b>  Please include citation and written explanation of Rule(s) to be excepted.	<b>RULES OF THE DEPARTMENT OF GENERAL SERVICES CENTRAL PROCUREMENT OFFICE CHAPTER 0690-03-01 COMPREHENSIVE RULES AND REGULATIONS OF THE CENTRAL PROCUREMENT OFFICE</b>
<b>7. Explanation of Rule Exception Requested</b>	The Department of Transportation is requesting an extension of the term of this contract so that we will have enough time to perform an RFP to procure a new contract.
<b>8. Justification</b>	Additional time is needed by the Tennessee Department of Transportation to write the scope of work needed for the contract due to changes in Federal Transit Administration guidelines and requirements by Departments of Transportation.

**Signature of Agency head or authorized designee, title of signatory, and date (the authorized designee may sign his or her own name if indicated on the Signature Certification and Authorization document)**

 **SEP 21 2015**

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# Amendment Request

This request form is not required for amendments to grant contracts. Route a completed request, as one file in PDF format, via e-mail attachment sent to: [Agsprs.Agsprs@tn.gov](mailto:Agsprs.Agsprs@tn.gov)

<b>APPROVED</b>	
Kevin C. Bartels for Michael F. Perry	Digitally signed by Kevin C. Bartels for Michael F. Perry DN: cn=Kevin C. Bartels for Michael F. Perry, o=CPO, ou, email=Kevin.C.Bartels@tn.gov, c=US Date: 2015.10.06 09:27:25 -05'00'
<b>CHIEF PROCUREMENT OFFICER</b>	<b>DATE</b>

<b>Agency request tracking #</b>	<b>40100-62911</b>
<b>1. Procuring Agency</b>	<b>Department of Transportation</b>
<b>2. Contractor</b>	<b>TranSystems Corporation</b>
<b>3. Edison contract ID #</b>	<b>25979</b>
<b>4. Proposed amendment #</b>	<b>Two</b>
<b>5. Contract's Effective Date</b>	<b>January 31, 2016</b>
<b>6. Current end date</b>	<b>April 14, 2016</b>
<b>7. Proposed end date</b>	<b>October 14, 2016</b>
<b>8. Current Maximum Liability or Estimated Liability</b>	<b>\$ 2,500,000.00</b>
<b>9. Proposed Maximum Liability or Estimated Liability</b>	<b>\$ 2,500,000.00</b>
<b>10. Office for Information Resources Pre-Approval Endorsement Request</b> <i>- information technology service (N/A to THDA)</i>	<input type="checkbox"/> Not Applicable <input checked="" type="checkbox"/> Attached
<b>11. eHealth Pre-Approval Endorsement Request</b> <i>- health-related professional, pharmaceutical, laboratory, or imaging</i>	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached
<b>12. Human Resources Pre-Approval Endorsement Request</b> <i>- state employee training service</i>	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached
<b>13. Explain why the proposed amendment is needed</b>  The Department of Transportation (TDOT) is requesting an additional six (6) months be added to the term of this contract so that TDOT can complete a new RFP. TDOT has determined that there are more companies that would be able to bid on the contract if TDOT were to break up the contract by expertise and advertise the RFP to indicate that TDOT would be awarding multiple contracts.	
<b>14. If the amendment involves a change in Scope, describe efforts to identify reasonable, competitive, procurement alternatives to amending the contract.</b>	

<b>Agency request tracking #</b>	<b>40100-62911</b>
<b>Signature of Agency head or authorized designee, title of signatory, and date (the authorized designee may sign his or her own name if indicated on the Signature Certification and Authorization document)</b>   	



## CONTRACT AMENDMENT COVER SHEET

<b>Agency Tracking #</b> 40100-62911	<b>Edison ID</b> 25979	<b>Contract #</b> FA-11-35006-00	<b>Amendment #</b> 2		
<b>Contractor Legal Entity Name</b> TranSystems Corporation			<b>Edison Vendor ID</b> 45318		
<b>Amendment Purpose &amp; Effect(s)</b> Extend Contract end date to allow more time for procuring new contract					
<b>Amendment Changes Contract End Date:</b> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		<b>End Date:</b> October 14, 2016			
<b>TOTAL Contract Amount INCREASE or DECREASE per this Amendment</b> (zero if N/A):			<b>\$ 0</b>		
<b>Funding —</b>					
<b>FY</b>	<b>State</b>	<b>Federal</b>	<b>Interdepartmental</b>	<b>Other</b>	<b>TOTAL Contract Amount</b>
2011	\$71,833.75	\$287,335.00			\$359,168.75
2012	\$71,716.00	\$286,864.00			\$358,580.00
2013	\$71,221.50	\$284,886.00			\$356,107.50
2014	\$45,033.43	\$180,133.73			\$225,167.16
2015	\$68,913.00	\$1,132,063.59			\$1,200,976.59
2016	\$62,500.00	(\$72,222.00)		\$9,722.00	\$0.00
<b>TOTAL:</b>	<b>\$391,217.68</b>	<b>\$2,099,060.32</b>		<b>\$9,722.00</b>	<b>\$2,500,000.00</b>
<b>American Recovery and Reinvestment Act (ARRA) Funding:</b> <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO					
<b>Budget Officer Confirmation:</b> 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>		
<b>Speed Chart</b> (optional)		<b>Account Code</b> (optional) 70899001			

**AMENDMENT TWO  
OF CONTRACT FA-11-35006-00**

This Amendment is made and entered by and between the State of Tennessee, Department of Transportation, hereinafter referred to as the "State" and TranSystems Corporation, 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 Contract F&A Summary Sheet is deleted in its entirety and replaced with the new Contract F&A Summary Sheet attached.

2. The following is added as Contract section **B.2.**

**B.2. Term Extension.** The State may extend the Term an additional period of time, not to exceed one hundred-eighty (180) days beyond the expiration date of this Contract, under the same terms and conditions, at the State's sole option. In no event, however, shall the maximum Term, including all renewals or extensions, exceed a total of sixty (60) months.

3. Contract section B. Contract Period is deleted in its entirety and replaced with the following:

**B. TERM OF CONTRACT:**

This Contract shall be effective on April 15, 2011 ("Effective Date") and extend for a period of sixty six (66) months after the Effective Date ("Term"). The State shall have no obligation for goods or services provided by the Contractor prior to the Effective Date.

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 1, 2016. All other terms and conditions of this Contract not expressly amended herein shall remain in full force and effect.

**IN WITNESS WHEREOF,**

**TRANSYSTEMS CORPORATION:**

---

**SIGNATURE**

**DATE**

---

**PRINTED NAME AND TITLE OF SIGNATORY (above)**

**DEPARTMENT OF TRANSPORTATION:**

---

**JOHN C. SCHROER, COMMISSIONER**

**DATE**

---

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

**DATE**



## CONTRACT AMENDMENT COVER SHEET

<b>Agency Tracking #</b> 40100-62911	<b>Edison ID</b> 25979	<b>Contract #</b> FA-11-35006-00	<b>Amendment #</b> 1		
<b>Contractor Legal Entity Name</b> TranSystems Corporation			<b>Edison Vendor ID</b> 45318		
<b>Amendment Purpose &amp; Effect(s)</b> Modifications for contract summary funding					
<b>Amendment Changes Contract End Date:</b> <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		<b>End Date:</b> April 14, 2016			
<b>TOTAL Contract Amount INCREASE or DECREASE per this Amendment</b> (zero if N/A):			<b>\$ 0.00</b>		
<b>Funding —</b>					
<b>FY</b>	<b>State</b>	<b>Federal</b>	<b>Interdepartmental</b>	<b>Other</b>	<b>TOTAL Contract Amount</b>
2011	\$71,833.75	\$287,335.00			\$359,168.75
2012	\$71,716.00	\$286,864.00			\$358,580.00
2013	\$71,221.50	\$284,886.00			\$356,107.50
2014	\$45,033.43	\$180,133.73			\$225,167.16
2015	\$68,913.00	\$1,132,063.59			\$1,200,976.59
<b>TOTAL:</b>	<b>\$328,717.68</b>	<b>\$2,171,282.32</b>			<b>\$2,500,000.00</b>
<b>American Recovery and Reinvestment Act (ARRA) Funding:</b> <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO					
<b>Budget Officer Confirmation:</b> 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.  			<b>CPO USE</b>		
<b>Speed Chart (optional)</b>		<b>Account Code (optional)</b>			
TX00209444, TX00209445, TX00209446, TX00209447, TX00209448, TX00209449, TX00209450, TX00209451, TX00209452, TX00209453, TX00209531, TX00209532, TX00209648.		70899001			



**AMENDMENT ONE  
OF CONTRACT FA-11-35006-00**

This Amendment is made and entered by and between the State of Tennessee, Department of Transportation, hereinafter referred to as the "State" and TranSystems Corporation, 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:

The Contract F&A Summary Sheet is deleted in its entirety and replaced with the new Contract F&A Summary Sheet attached.

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 September 1, 2014. All other terms and conditions of this Contract not expressly amended herein shall remain in full force and effect.

**IN WITNESS WHEREOF,**

**TRANSSYSTEMS CORPORATION:**

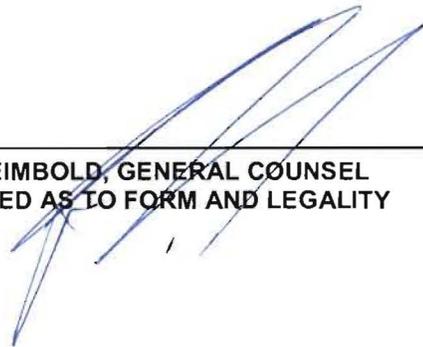
  
\_\_\_\_\_  
SIGNATURE 8-27-14  
DATE

**CHARLES J. STENZEL, SENIOR VICE PRESIDENT**

PRINTED NAME AND TITLE OF SIGNATORY (above)

**DEPARTMENT OF TRANSPORTATION:**

  
\_\_\_\_\_  
JOHN C. SCHROER, COMMISSIONER SEP 22 2014  
DATE

  
\_\_\_\_\_  
JOHN REIBOLD, GENERAL COUNSEL   
APPROVED AS TO FORM AND LEGALITY DATE



# CONTRACT

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

<b>Begin Date</b> April 15, 2011	<b>End Date</b> April 14, 2016	<b>Agency Tracking #</b> 40100-62911	<b>Edison Record ID</b> 25979
<b>Contractor Legal Entity Name</b> TranSystems Corporation			<b>Edison Vendor ID</b> 45318
<b>Subrecipient or Vendor</b> <input type="checkbox"/> Subrecipient <input checked="" type="checkbox"/> Vendor	<b>CFDA #</b> 20.515	<b>FEIN or SSN (optional)</b> 430839725	

**Service Caption (one line only)**

Multimodal Transportation Resources Division Consulting Services

FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2011	287,335.00	287,335.00			574,670.00
2012	285,000.00	285,000.00			570,000.00
2013	285,000.00	285,000.00			570,000.00
2014	285,000.00	285,000.00			570,000.00
2015	107,665.00	107,665.00			215,330.00
<b>TOTAL:</b>	<b>1,250,000.00</b>	<b>1,250,000.00</b>			<b>2,500,000.00</b>

**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)**

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

*Neal Ham* (Signature)



Secured Document

# FA1135006

**Speed Code**  
TK00100770

**Account Code**  
70899001

TK00099410



**CONTRACT  
BETWEEN THE STATE OF TENNESSEE,  
DEPARTMENT OF TRANSPORTATION  
AND  
TRANSYSTEMS CORPORATION**

This Contract, by and between the State of Tennessee, Department of Transportation, hereinafter referred to as the "State" and TranSystems Corporation, hereinafter referred to as the "Contractor," is for the provision of multi-modal transportation consulting services, as further defined in the "SCOPE OF SERVICES."

The Contractor is For-Profit Corporation  
Contractor Federal Employer Identification # 43-0839725  
Contractor Place of Incorporation or Organization: Missouri

**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. The Contractor shall provide planning, engineering, financial management and operational technical assistance as-needed regarding transit, rail, and waterways. The Contractor shall also provide the specific tasks detailed in Sections A.3. through A.7. below.
- A.3. The Contractor, with the assistance of Division of Multimodal Transportation Resources staff, will prepare five (5) Annual Reports for the Division of Multimodal Transportation Resources for the Fiscal Years of 2010, 2011, 2012, 2013 and 2014. These will be delivered electronically in pdf format, one during each year of the contract. The final printing of these reports will be handled by the State.

These reports will include information on all the modes that fall under the responsibility of the Division of Multimodal Transportation Resources including public transportation, light rail, commuter rail, shortline railroad and waterway transportation. The reports will cover the overall multimodal activities throughout the State and their contributions to Tennessee's economy and culture. Following sections will highlight the performance and accomplishments of each participant in the transportation systems of Tennessee, whether for public transportation, commuter rail, light rail, shortline railroad or waterway transportation.

- A.4. The Contractor will provide an update to the Rural Public Transportation Program Policies and Procedures Manual to incorporate the changes made to Federal Transportation Administration (FTA) Circular 9040.1F Section 5311 since January of 2006, including requirements for 5311(f). Develop and add Policies and Procedures for 49 U.S.C. 5310 using FTA Circular C 9070.1F, 49 U.S.C. 5316 using FTA Circular C 9050.1 and 49 U.S.C. 5317 using FTA Circular C 9045.1. The State expects this task to occur during the first year of the contract.
- A.5. The Contractor will update the Passenger Rail component of the State Rail Plan. The Contractor will examine the previous passenger rail route evaluations and provide an update or change as necessary based on economic, legal, population or other pertinent changes since the Tennessee Rail Plan Update of 2010. The Contractor will update both the evaluation of existing freight lines for passenger use development and any identified potential passenger-only corridors. The Contractor will update the in-state "greenfield" passenger rail assessment for both at-grade rail conditions (under 125 mph) and fully grade separated rail conditions (over 125 mph.)

The Contractor will complete a Funding Assessment of strategies and provide estimates of both capital costs and corresponding operating costs. The Funding Assessment will include potential operations and development costs for both Traditional Passenger Rail and High Speed Rail



options. The Contractor will provide an estimate of probable ridership and revenue and determine necessary "break-even" points for both the traditional passenger rail and high-speed passenger rail routes identified. The Contractor will provide an analysis from an operations perspective as well as a passenger quality of service perspective. The Contractor will provide an analysis on varying levels of state and local funds needed to effectively operate the entire passenger rail system or selected corridors as well as the impact that specific passenger routes in Tennessee might have within a broader, national high-speed rail network.

The Contractor will evaluate and update methodology used and cost estimates made in 2010 update. The Contractor will determine and evaluate progress made toward goals since completion of the 2010 update. The Contractor will evaluate and make update recommendations on implementation and coordination strategies for the State's Passenger Rail Plan. The State expects this task to occur during the fifth year of the contract.

- A.6. Intercity Bus Service Assessment. 49 U.S.C. 5311 provides a mechanism for funding of intercity bus transportation. The funding is subject to change based on a consultation with intercity bus providers as outlined under Consultation Process Requirements in FTA Circular 9040.1F Ch. VIII. The Contractor will conduct this consultation to assist the state with the Governor Certification determination. The Contractor will also include recommendations for changes to service, marketing or procedures using the information gathered for this consultation.

This Intercity Bus Service Assessment will accomplish the following tasks:

- a. Develop a process for administering the Intercity Bus program and determine if Governor Certification/Partial Certification (as outlined in FTA Circular 9040.1F Ch. VIII) is appropriate. Provide an update to the State Management Plan to document the assessment process and the decision on Governor Certification.
  - b. Assess demand for intercity bus service for all stakeholders, including current or potential users and providers. This assessment will include demand for existing routes and potential routes, but also demand for current or potential Park and Ride Lots or connection and drop off points. The Contractor will conduct the assessment in such a way that other related issues, if any, will be discovered and that the conclusions reflect an accurate and complete portrayal of all intercity bus service needs throughout the state. Assess current statewide capability of providing this service.
  - c. Assess public awareness and opinion of existing services. The assessment will include awareness and opinion of the intercity bus service website ([goingmywaytn.org](http://goingmywaytn.org)) for both the public and the agencies. Recommend procedures for increasing awareness of existing services. Recommend improvements to the intercity bus service website.
  - d. Identify service needs, gaps or duplication of services and any opportunities for cooperation between agencies or improvements in administering this program. Include projected needs and any anticipated future gaps in service. Identify potential routes and the feasibility of developing those routes. Present funding scenarios to defray the per trip cost of ridership. The State expects this task to occur during the fourth year of the contract.
- A.7. In consultation with the State and the rural agencies, the Contractor shall determine the feasibility of creating an asset management procedure or system for Tennessee's rural transit agencies for asset inventory, life cycle and condition and make recommendations on creating such a system. The Contractor shall evaluate a potential systems ability to define and determine a State of Good Repair for rural agency assets as well as its ability to determine criteria and strategies for replacing or upgrading assets and indentifying any backlog of need. The Contractor shall determine asset management procedures to assist in making continuous improvement against that backlog or allow the agency to take conscious action to avoid a backlog by using an objective, multi-factor project scoring process to help rank and prioritize investment needs. The



Contractor will recommend policies and procedures to integrate asset management policies and practices with asset management strategy and investment decisions. The Contractor will evaluate current and potential changes in federal requirements for asset management systems as part of this evaluation. The Contractor will examine federal recommendations and implementation strategies for the modified approach to GASB-34 guidelines for transit asset management and evaluate the feasibility of incorporating those guidelines into a potential asset management system. The Contractor will evaluate options for asset management systems as applied to the rural agencies and available funding opportunities. The State expects this task to begin in the first year of the contract.

A.8. Statements of Work. The State may, at its sole discretion and with written notice to the Contractor, request a proposal (statement of work – shown as Attachment Three) for various multimodal projects not specifically described herein. Examples of work which may be requested are shown in Section A.9.

a. The Contractor shall respond with a written proposal for completing the service in no more than five (5) business days after receipt of a statement of work request from the State. Said proposal must specify:

- (1) the effect, if any, of implementing the requested work on all other services required under this Contract;
- (2) the specific effort involved in completing the work;
- (3) the expected schedule for completing the work;
- (4) the maximum number and service category of person hours required for the work; and
- (5) the maximum cost for the work PROVIDED THAT such maximum cost shall not exceed the product of the of person hours required multiplied by the appropriate payment rate proposed

The Contractor shall not perform any service until the State has approved the proposal. If approved, the State will sign the statement of work proposal, and it shall constitute an understanding between the contract parties pertaining to the specified work and shall be incorporated, hereby, as a part of this Contract.

- b. Subsequent to State approval of a statement of work proposal, the Contractor shall complete the required services. The State will be the sole judge of the acceptable completion of the work and, upon such determination, shall provide the Contractor written approval of the work.
- c. Remuneration— The State will remunerate the Contractor only for acceptable work. All acceptable work performed pursuant to an approved statement of work proposal, without a formal amendment of this contract, shall be remunerated in accordance with and further limited by contract section C.3.; provided that the State shall be liable to the Contractor only for the cost of the actual person hours worked to complete the proposal, not to exceed the maximum cost for the work detailed in the proposal. In no instance shall the State be liable to the Contractor for the cost of any person hours worked in excess of the maximum person hours indicated in or any amount exceeding the maximum cost specified by the approved proposal authorizing the service. Upon State approval of the proposal, the Contractor shall invoice the State in accordance with the relevant provisions of this Contract.



- A.9. Examples of tasks which the Contractor may be asked to perform are:
- a. Research and make recommendations on the adoption of best practices to enhance efficiencies in the planning processes, contract and grant management, cost methodologies, stakeholder's involvement, allocation and leveraging of resources, performance measures and use of technology.
  - b. Assist the department staff in development/utilization of performance criteria to measure effectiveness/efficiency of transportation systems at the state level and at individual agencies.
  - c. Review transit, rail, and waterway funding allocation formulas and make recommendations of needs.
  - d. Provide transit, rail and waterway agencies with tools and technology to increase efficiency in cargo transport and ridership.
  - e. Assist department staff with developing a best practice procedures manual for managing and monitoring state and federal grant programs. Revise Policy and Procedures manuals for programs as FTA circulars are updated.
  - f. Research and recommend new transit Intelligent Transportation System (ITS) software, equipment and/or practices for purchase and use by small urban and rural transit agencies.
  - g. Produce technical reports as needed by the Division of Multimodal Transportation Resources. These may include, but are not limited to, environmental requirements studies and New Start Program, facility, site or route feasibility studies.
  - h. Develop a standard annual grant Timeline Document for Federal program guidance and a standard Grant Application.
  - i. Provide operations assistance to transit, rail, and waterway systems in a broad area of engineering, accounting or technical concerns and be available to provide expertise and interpretations of federal requirements.
  - j. Assist Division of Multimodal Transportation Resources staff and transit, rail, and waterway agencies in the planning and public involvement process by assisting with public meetings, gathering public input and public guidance. Assist in developing statewide and local transportation information and education groups.
  - k. Participate in the annual State Transportation Conference and the Division of Multimodal Transportation Resources Workshop in developing workshop materials.
  - l. Provide marketing needs for the Division of Multimodal Transportation Resources educating the public on and promoting the use of public transportation. Provide marketing research and training to agencies. Provide assistance in updating websites and designing logos, posters, ads, public announcement videos and other marketing niches.
  - m. Assist the Division of Multimodal Transportation Resources with changes to the State Safety and Security Program standards in agreement with revisions to the federal rules governing the State Safety Oversight Program. Assist in the development of a State Transportation Safety and Security plan/guidelines/audit.



**B. CONTRACT PERIOD:**

This Contract shall be effective for the period beginning April 15, 2011, and ending on April 14, 2016. 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 Two Million Five Hundred Thousand Dollars and no cents (\$2,500,000.00). The payment rates in section C.3 and the travel compensation provided in section C.4 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)
Annual Report for FY 2010 Reference Section A.3.	\$37,400.00
Annual Report for FY 2011 Reference Section A.3.	\$31,200.00
Annual Report for FY 2012 Reference Section A.3.	\$31,400.00
Annual Report for FY 2013 Reference Section A.3.	\$32,300.00
Annual Report for FY 2014	\$33,300.00



Reference Section A.3.	
Update to Policy and Procedure Manual for Rural Agencies Reference Section A.4.	\$23,500.00
Update the Passenger Rail component of the State Rail Plan Reference Section A.5.	\$127,600.00
Intercity Bus Service Assessment Reference Section A.6.	\$74,100.00
Asset Management Procedures for Rural Agencies Reference Section A.7.	\$33,900.00

c. The Contractor shall be compensated for work requested and performed pursuant to Contract Section A.8., without a formal amendment of this contract based upon the payment rates detailed in the schedule above and as agreed pursuant to said Section A.8.

- (1) For service performed from April 15, 2011, through April 14, 2012, the following rates shall apply:

Senior Planner	\$172.00 per hour
Planner	\$115.00 per hour
Technician GIS	\$76.00 per hour
Computer Programmer/Analyst	\$115.00 per hour
Senior Engineer/Project Manager	\$209.00 per hour
Project Engineer	\$141.00 per hour
Junior Engineer	\$90.00 per hour
Architect	\$268.00 per hour
Administrative Assistant	\$52.00 per hour
Marketing Consultant	\$150.00 per hour

- (2) For service performed from April 15, 2012, through April 14, 2013, the following rates shall apply:

Senior Planner	\$177.00 per hour
Planner	\$118.00 per hour
Technician GIS	\$78.00 per hour
Computer Programmer/Analyst	\$118.00 per hour
Senior Engineer/Project Manager	\$215.00 per hour
Project Engineer	\$155.00 per hour
Junior Engineer	\$92.00 per hour



Architect	\$275.00 per hour
Administrative Assistant	\$54.00 per hour
Marketing Consultant	\$156.00 per hour

- (3) For service performed from April 15, 2013, through April 14, 2014, the following rates shall apply:

Senior Planner	\$182.00 per hour
Planner	\$122.00 per hour
Technician GIS	\$81.00 per hour
Computer Programmer/Analyst	\$122.00 per hour
Senior Engineer/Project Manager	\$222.00 per hour
Project Engineer	\$160.00 per hour
Junior Engineer	\$95.00 per hour
Architect	\$284.00 per hour
Administrative Assistant	\$55.00 per hour
Marketing Consultant	\$162.00 per hour

- (4) For service performed from April 15, 2014, through April 14, 2015, the following rates shall apply:

Senior Planner	\$188.00 per hour
Planner	\$125.00 per hour
Technician GIS	\$83.00 per hour
Computer Programmer/Analyst	\$125.00 per hour
Senior Engineer/Project Manager	\$229.00 per hour
Project Engineer	\$165.00 per hour
Junior Engineer	\$98.00 per hour
Architect	\$292.00 per hour
Administrative Assistant	\$57.00 per hour
Marketing Consultant	\$168.00 per hour

- (5) For service performed from April 15, 2015, through April 14, 2016, the following rates shall apply:

Senior Planner	\$193.00 per hour
Planner	\$129.00 per hour
Technician GIS	\$85.00 per hour
Computer Programmer/Analyst	\$129.00 per hour
Senior Engineer/Project Manager	\$235.00 per hour



Project Engineer	\$170.00 per hour
Junior Engineer	\$101.00 per hour
Architect	\$301.00 per hour
Administrative Assistant	\$59.00 per hour
Marketing Consultant	\$174.00 per hour

See Attachment Two "Standard Job Classifications" for further defined Service Category details.

d. The contractor shall not be compensated for travel time to the primary location of service provision.

C.4. Travel Compensation. Compensation to the Contractor for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time.

The Contractor must include (in addition to other invoice requirements of this Contract) a complete itemization of travel compensation requested in accordance with and attaching to the invoice appropriate documentation and receipts as required by the above-referenced "State Comprehensive Travel Regulations."

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 Transportation  
Multimodal Transportation Resources  
18<sup>th</sup> Floor, J.K. Polk Building  
505 Deaderick Street  
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: Tennessee Department of Transportation, Division of Multimodal Transportation Resources
- (5) Customer Account Number (assigned by the Contractor to the above-referenced Customer)
- (6) Contractor Name
- (7) Contractor Federal Employer Identification, Social Security, or 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 Personnel, 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 Personnel, 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 disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.8. Prohibition of Illegal Immigrants. The requirements of Public Acts of 2006, Chapter Number 878, of the state of Tennessee, addressing the use of illegal immigrants in the performance of any Contract to supply goods or services to the state of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.
- a. The Contractor hereby attests, certifies, warrants, and assures that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor

shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document at Attachment One, hereto, semi-annually during the period of this Contract. Such attestations shall be maintained by the Contractor and made available to state officials upon request.

- b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the period of this Contract, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work relative to this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work relative to this Contract. Attestations obtained from such subcontractors shall be maintained by the Contractor and made available to state officials upon request.
  - c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Said records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.
  - d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Public Chapter 878 of 2006 for acts or omissions occurring after its effective date. This law requires the Commissioner of Finance and Administration to prohibit a contractor from contracting with, or submitting an offer, proposal, or bid to contract with the State of Tennessee to supply goods or services for a period of one year after a contractor is discovered to have knowingly used the services of illegal immigrants during the performance of this Contract.
  - e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not either a United States citizen, a Lawful Permanent Resident, or a person whose physical presence in the United States is authorized or allowed by the federal Department of Homeland Security and who, under federal immigration laws and/or regulations, is authorized to be employed in the U.S. or is otherwise authorized to provide services under the Contract.
- D.9. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.10. Prevailing Wage Rates. All contracts for construction, erection, or demolition or to install goods or materials that involve the expenditure of any funds derived from the State require compliance with the prevailing wage laws as provided in *Tennessee Code Annotated*, Section 12-4-401 *et seq.*
- D.11. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.12. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.13. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or



provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.

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

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

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

**E. SPECIAL TERMS AND CONDITIONS:**

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.
- E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by EMAIL or facsimile transmission with recipient

confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State:

Sherri Carroll, Assistant Director of Operations  
Tennessee Department of Transportation  
Division of Multimodal Transportation Resources  
Suite 1800, James K. Polk Building  
Nashville, TN 37243  
Sherri.Carroll@tn.gov  
Telephone # (615) 253-1043  
FAX # (615) 253-1482

The Contractor:

Lynn Otte, Senior Associate/Vice President  
TranSystems Corporation  
222 South Riverside Plaza, Suite 2320  
Chicago, IL 60606  
lrotte@transystems.com  
Telephone # 312-669-5832  
FAX # 312-669-9606

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. Insurance. The Contractor shall carry adequate liability and other appropriate forms of insurance.
- a. The Contractor shall maintain, at minimum, the following insurance coverage:



- (1) Workers' Compensation/ Employers' Liability (including all states coverage) with a limit not less than the relevant statutory amount or one million dollars (\$1,000,000) per occurrence for employers' liability whichever is greater.
  - (2) Comprehensive Commercial General Liability (including personal injury & property damage, premises/operations, independent contractor, contractual liability and completed operations/products) with a bodily injury/property damage combined single limit not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate.
  - (3) Automobile Coverage (including owned, leased, hired, and non-owned vehicles) with a bodily injury/property damage combined single limit not less than one million dollars (\$1,000,000) per occurrence.
  - (4) Professional Malpractice Liability with a limit of not less than one million dollars (\$1,000,000) per claim and two million dollars (\$2,000,000) aggregate.
- b. At any time State may require the Contractor to provide a valid Certificate of Insurance detailing Coverage Description; Insurance Company & Policy Number; Exceptions and Exclusions; Policy Effective Date; Policy Expiration Date; Limit(s) of Liability; and Name and Address of Insured. Failure to provide required evidence of insurance coverage shall be a material breach of this Contract.

E.6. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal 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 applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards. Such confidential information 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 applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards.

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. Nothing in this paragraph shall permit Contractor to disclose any information that is confidential under federal or state law or regulations, regardless of whether it has been disclosed or made available to the Contractor due to intentional or negligent actions or inactions of agents of the State or third parties.

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

E.7. 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.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. 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.10. 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.11. Public Accountability. If the Contractor is subject to *Tennessee Code Annotated*, Title 8, Chapter 4, Part 4 or if this Contract involves the provision of services to citizens by the Contractor on behalf of the State, the Contractor agrees to establish a system through which recipients of services may present grievances about the operation of the service program, and the Contractor shall display in a prominent place, located near the passageway through which the public enters

in order to receive services pursuant to this Contract, a sign at least twelve inches (12") in height and eighteen inches (18") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454

E.12. 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.13. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
- b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
- c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
- d. have not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.



The Contractor shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified.

- E.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-40100-62911 (Attachment 6.2.) 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 Diversity Business Enterprise in form and substance as required by said office.

IN WITNESS WHEREOF,

TRANSYSTEMS CORPORATION:



3-25-11

CONTRACTOR SIGNATURE

DATE

Charles J. Stenzel, Senior Vice President

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

TENNESSEE DEPARTMENT OF TRANSPORTATION:



APR 19 2011

JOHN C. SCHROER, COMMISSIONER

DATE



4/19/11

JOHN REINBOLD, GENERAL COUNSEL  
APPROVED AS TO FORM AND LEGALITY

DATE



**ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE**

<b>SUBJECT CONTRACT NUMBER:</b>	
<b>CONTRACTOR LEGAL ENTITY NAME:</b>	TRANSYSTEMS CORPORATION
<b>FEDERAL EMPLOYER IDENTIFICATION NUMBER:</b> (or Social Security Number)	43-0839725

**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.**

*Charles J. Stenzel*

**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.

*Charles J. Stenzel, Senior Vice President*

**PRINTED NAME AND TITLE OF SIGNATORY**

*3-25-11*

**DATE OF ATTESTATION**



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## JOB CLASSIFICATIONS

**Senior Planners** - Planners at this level are functioning as Project managers and may have obtained the position of Associate or Principal. Supervises, coordinates, and reviews the work of project team members and manages and administers project budgets, schedules and task requirements. Planners obtaining the title of Principal or Associate must have strong leadership ability, significant experience, and demonstrated technical excellence in some service offered by the firm along with the proven ability to independently market the firm's services to existing and new clients. Generally, a minimum of 15-20 years experience in the planning field with significant management and marketing experience is needed to function at this level.

**Planners** - At this level the employee develops into a fully competent Planner capable of applying sound and diversified planning practices and principles in broad areas of assignments and related fields. Independently performs most assignments with instructions from Senior Planners as to the general results expected. Receives technical advice and guidance on unusual or complex problems and supervisory approval on proposed plans and task performance. Normally a Bachelor's Degree in a related field with 4 years planning experience is required to reach this level.

**Technicians/GIS** - Involved in planning the graphic presentation of complex items having distinctive design features that can differ significantly from established drafting precedents. Participate in the design of projects progressing from simple to moderately complex projects under general supervision. Can operate autographic input station to develop finished drawings. Able to maintain and increase proficiency in operations and recommend new methods and procedures.

**Computer Programmer/ Analyst** - Responsible for developing, designing and building databases and creating websites. Possesses specialized knowledge of technology related to computer programs writing and designing of complex business applications.

**Senior Engineer/Project Manager** - Engineers at this level have the ability to make independent decisions on engineering problems and methods. Requires the use of advanced techniques and the modification and extension of theories and practices of their field. Supervision and guidance related largely to overall objectives, critical issues, new concepts, and policy matters. Generally become involved with the management of smaller projects; or phases and tasks within large projects; as well as the supervision, coordination and review of the work of project engineers and technicians. Normally requires at least 8 years of engineering experience with exposure to a variety of engineering projects and a good understanding of project management concepts.

**Project Engineer** - Can independently evaluate and apply standard engineering techniques and criteria using judgment in making minor adaptations and modifications. With experience, develops into a fully competent engineer capable of applying sound and diversified engineering practices and principles in broad areas of assignments and related fields.

**Junior Engineer** - Under close supervision and instruction from Project Manager and Project Engineers, performs a variety of routine tasks that should provide experience and familiarization with engineering methods, practices and programs. May be asked to participate in non-design engineering activities such as construction inspection and materials testing, surveying, CADD production, and field data collection. Generally, an engineer functions at this level 4 years after completion of a Bachelors of Engineering degree or until achieving professional registration.



**Architect** - Applies sound and diversified knowledge of architectural principles and practices in broad areas of assignments and related fields. Plans and conducts work requiring judgment in the independent evaluation, selection, and substantial adaptation and modification of standard techniques, procedures, and criteria. Devises new approaches to problems encountered. Makes independent decisions on architectural problems and methods. Supervision and guidance relate largely to overall objectives, critical issues, new concepts, and policy matters. Consults with supervisor concerning unusual problems and developments. Writes reports and specifications. Checks completed reports, plans, estimates, and calculations. Responsible for finished plans, specifications, or approval of materials and construction. Registered as a Licensed Architect.

**Administrative Assistant** - Generally follows a pattern of operations that are standardized, but frequently include rules, exceptions, and special instructions that demand close attention. Provides assistance to management relative to projects and applicable in the implementation of accounting, human resources, marketing, or computer services. Maintains records, files, and reporting information needed to provide sound control of the various projects.

**Marketing Consultant** - Firm grasp of marketing strategies and their use in maximizing transit, rail and waterway agency resources to better serve clients. Includes the technical ability to create videos, DVD's, brochures, posters, maps, logos and any other documents needed to support the image and goals of the transportation agencies.

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**ATTACHMENT THREE**

**E X A M P L E**  
**STATEMENT OF WORK**

Task # \_\_\_\_\_

Title of Task \_\_\_\_\_

\_\_\_\_\_ TDOT Project #

\_\_\_\_\_ F & A Contract #

\_\_\_\_\_ Date

This Statement of Work is made and entered into between the State of Tennessee, Department of Transportation, Multimodal Transportation Resources (State), and \_\_\_\_\_(Contractor).

It is agreed to undertake the following work in accordance with the provisions of the Contract between the State and the Contractor dated \_\_\_\_\_.

Scope of Work:

Brief summary of the work to be done. A full scope write-up is attached.

Time of Performance:

Project will be completed by \_\_\_\_\_(Date). Detail schedule attached.

Compensation:

Payment to the Contractor shall not exceed \$\_\_\_\_\_. Amount is based on the number of hours by classification multiplied times the associated hourly rates as established in the Contract. Detail schedule attached.

The not-to-exceed amount represents full payment and will not increase unless amended.

The receipt of an approval letter from the State will constitute Contractor's Notice to Proceed. The Contractor shall not undertake any extra work outside the scope of this Statement of Work, unless amended.

CONTRACTOR

TENNESSEE DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_ Name

\_\_\_\_\_ Name

\_\_\_\_\_ Date

\_\_\_\_\_ Date

