



**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

March 10, 2017

Fiscal Review Committee
8th Floor, Rachel Jackson Bldg.
320 Sixth Avenue North
Nashville, TN 37243

RE: Amendment Request
RPM Transportation Consultants, LLC to
KCI Technologies, Inc.
Edison #35484

Committee:

The referenced contract provides for the development of a statewide planning document with a 20-30 year horizon to identify what transportation options best serve the state's needs for the Tennessee Department of Transportation Long Range Planning Division. RPM Transportation Consultants, LLC has been the Contractor for this service since 2013 and was selected via an RFP solicitation out of four (4) bidders. RPM Transportation Consultants, LLC has been purchased by KCI Technologies, Inc.

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

1. Revised Checklist for the Fiscal Review Committee.
2. Supplemental Documentation Required for Fiscal Review Committee form.
3. A copy of the STS approval.
4. A copy of the letter from KCI Technologies.
5. A copy of the original Contract Summary Sheet.
6. A copy of the original approved Contract with RPM Transportation Consultants, LLC.
7. A copy of the approved Contract Amendment Cover Sheet for Amendment One.
8. A copy of the approved Amendment One.
9. A copy of the approved Amendment Request for Amendment Two.
10. A copy of the proposed Contract Amendment Cover Sheet for Amendment Two.
11. A copy of the proposed Amendment Two.

Please advise if you have any questions or comments.

Sincerely,

A handwritten signature in blue ink, appearing to read "John C. Schroer", written in a cursive style.

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 Omishakin and Brian Carroll				
Edison Contract Number: <i>(if applicable)</i>	35484	RFS Number: <i>(if applicable)</i>	40100-02013		
*Original or Proposed Contract Begin Date:	3/1/13	*Current or Proposed End Date:	2/28/18		
Current Request Amendment Number: <i>(if applicable)</i>	Two				
Proposed Amendment Effective Date: <i>(if applicable)</i>	April 17, 2017				
*Department Submitting:	Department of Transportation (TDOT)				
*Division:	Long Range Planning				
*Date Submitted:					
*Submitted Within Sixty (60) days:	Yes				
<i>If not, explain:</i>	N/A				
*Contract Vendor Name:	KCI Technologies, Inc.				
*Current or Proposed Maximum Liability:	\$6,000,000.00				
*Estimated Total Spend for Commodities:	N/A				
*Current or Proposed Contract Allocation by Fiscal Year: (as Shown on Most Current Fully Executed Contract Summary Sheet)					
FY:2013	FY:2014	FY:2015	FY: 2016	FY: 2017	FY
\$9,422.50	\$1,048,361.85	\$2,291,178.04	\$781,285.75	\$1,869,751.86	\$
*Current Total Expenditures by Fiscal Year of Contract: (attach backup documentation from Edison)					
FY: 2013	FY: 2014	FY: 2015	FY: 2016	FY: 2017	
\$9,422.50	\$1,048,361.85	\$2,291,178.04	\$781,285.75	\$302,223.75	
IF Contract Allocation has been greater than Contract Expenditures, please give the reasons and explain where surplus funds were spent:			No allocation greater than Contract Expenditures.		
IF surplus funds have been carried forward, please give the reasons and provide the authority for the carry forward provision:			No surplus funds carried forward – contract funded in 2013 for total award.		
IF Contract Expenditures exceeded Contract Allocation, please give the reasons and explain how funding was acquired to pay the overage:			No Contract Expenditures exceed Contract Allocation.		

Supplemental Documentation Required for
Fiscal Review Committee

*Contract Funding Source/Amount:			
State:	\$898,000.37	Federal:	\$3,534,471.52
<i>Interdepartmental:</i>		<i>Other:</i>	
If " <i>other</i> " please define:		N/A	
If " <i>interdepartmental</i> " please define:		N/A	
Dates of All Previous Amendments or Revisions: <i>(if applicable)</i>		Brief Description of Actions in Previous Amendments or Revisions: <i>(if applicable)</i>	
N/A		N/a	
Method of Original Award: <i>(if applicable)</i>		RFP #40100-02013	
*What were the projected costs of the service for the entire term of the contract prior to contract award? How was this cost determined?		\$5,000,000.00 The amount was determined based upon federal funds to be allocated and on the budget for the Long Range Planning Division	
*List number of other potential vendors who could provide this good or service; efforts to identify other competitive procurement alternatives; and the reason(s) a sole-source contract is in the best interest of the State.		N/A	

4010C	10364.000	0000000000000000000000035484	0000030194	RPM Transportation Consultants LLC	DFA	FA1335484C00533552	15-361	6/12/2015	2015
4010C	11247.500	0000000000000000000000035484	0000030194	RPM Transportation Consultants LLC	DFA	FA1335484C00537537	15-366	6/30/2015	2015
4010C	11874.500	0000000000000000000000035484	0000030194	RPM Transportation Consultants LLC	DFA	FA1335484C00460888	14-485	8/18/2014	2015
4010C	11939.250	0000000000000000000000035484	0000030194	RPM Transportation Consultants LLC	DFA	FA1335484C00533565	15-363	6/12/2015	2015
4010C	12417.000	0000000000000000000000035484	0000030194	RPM Transportation Consultants LLC	DFA	FA1335484C00480606	14-672	11/5/2014	2015
4010C	12453.250	0000000000000000000000035484	0000030194	RPM Transportation Consultants LLC	DFA	FA1335484C00533569	15-364	6/12/2015	2015
4010C	13634.500	0000000000000000000000035484	0000030194	RPM Transportation Consultants LLC	DFA	FA1335484C00507306	15-119	3/3/2015	2015
4010C	14054.750	0000000000000000000000035484	0000030194	RPM Transportation Consultants LLC	DFA	FA1335484C00533406	15-359	6/12/2015	2015
4010C	14147.000	0000000000000000000000035484	0000030194	RPM Transportation Consultants LLC	DFA	FA1335484C00524210	15-124	4/30/2015	2015
4010C	14382.500	0000000000000000000000035484	0000030194	RPM Transportation Consultants LLC	DFA	FA1335484C00516078	15-199	4/1/2015	2015
4010C	14766.750	0000000000000000000000035484	0000030194	RPM Transportation Consultants LLC	DFA	FA1335484C00524273	15-262	4/30/2015	2015
4010C	14911.250	0000000000000000000000035484	0000030194	RPM Transportation Consultants LLC	DFA	FA1335484C00473365	14-624	10/3/2014	2015
4010C	15261.750	0000000000000000000000035484	0000030194	RPM Transportation Consultants LLC	DFA	FA1335484C00473246	14-628	10/3/2014	2015
4010C	15291.500	0000000000000000000000035484	0000030194	RPM Transportation Consultants LLC	DFA	FA1335484C00473359	14-625	10/3/2014	2015
4010C	15574.900	0000000000000000000000035484	0000030194	RPM Transportation Consultants LLC	DFA	FA1335484C00464649	14-556	8/28/2014	2015
4010C	15634.200	0000000000000000000000035484	0000030194	RPM Transportation Consultants LLC	DFA	FA1335484C00489109	14-789	#####	2015
4010C	18032.000	0000000000000000000000035484	0000030194	RPM Transportation Consultants LLC	DFA	FA1335484C00487959	14-784	12/4/2014	2015
4010C	18119.250	0000000000000000000000035484	0000030194	RPM Transportation Consultants LLC	DFA	FA1335484C00524233	15-267	4/30/2015	2015
4010C	18276.190	0000000000000000000000035484	0000030194	RPM Transportation Consultants LLC	DFA	FA1335484C00533559	15-362	6/12/2015	2015
4010C	18942.500	0000000000000000000000035484	0000030194	RPM Transportation Consultants LLC	DFA	FA1335484C00516107	15-202	4/1/2015	2015
4010C	19208.500	0000000000000000000000035484	0000030194	RPM Transportation Consultants LLC	DFA	FA1335484C00489104	14-788	#####	2015
4010C	20332.000	0000000000000000000000035484	0000030194	RPM Transportation Consultants LLC	DFA	FA1335484C00480637	14-676	11/5/2014	2015
4010C	20361.250	0000000000000000000000035484	0000030194	RPM Transportation Consultants LLC	DFA	FA1335484C00483650	14-673	#####	2015
4010C	20404.750	0000000000000000000000035484	0000030194	RPM Transportation Consultants LLC	DFA	FA1335484C00507294	15-122	3/3/2015	2015
4010C	21124.000	0000000000000000000000035484	0000030194	RPM Transportation Consultants LLC	DFA	FA1335484C00516095	15-201	4/1/2015	2015
4010C	21966.250	0000000000000000000000035484	0000030194	RPM Transportation Consultants LLC	DFA	FA1335484C00524263	15-264	4/30/2015	2015
4010C	22172.500	0000000000000000000000035484	0000030194	RPM Transportation Consultants LLC	DFA	FA1335484C00457645	14-415	8/4/2014	2015
4010C	22437.500	0000000000000000000000035484	0000030194	RPM Transportation Consultants LLC	DFA	FA1335484C00516111	15-203	4/1/2015	2015
4010C	22447.000	0000000000000000000000035484	0000030194	RPM Transportation Consultants LLC	DFA	FA1335484C00524251	15-266	4/30/2015	2015
4010C	23689.500	0000000000000000000000035484	0000030194	RPM Transportation Consultants LLC	DFA	FA1335484C00501794	15-025	2/9/2015	2015
4010C	23828.500	0000000000000000000000035484	0000030194	RPM Transportation Consultants LLC	DFA	FA1335484C00537454	15-365	6/30/2015	2015
4010C	30403.750	0000000000000000000000035484	0000030194	RPM Transportation Consultants LLC	DFA	FA1335484C00464645	14-555	8/28/2014	2015



STS Pre-Approval Endorsement Request E-Mail Transmittal

TO : STS Contracts
Department of Finance & Administration
E-mail : it.abc@tn.gov

FROM : Mark D. Patterson
E-mail : mark.d.patterson@tn.gov

DATE : 2/6/2017

RE : Request for STS Pre-Approval Endorsement

Applicable RFS # 40100-02013

State Security Confidential Information Applicability

Under Tenn. Code Ann. §10-7-504(i) vendor identity or a description of the goods or services provided by the vendor shall be confidential.

- Applicable
 Not Applicable

STS Endorsement Signature & Date:

**Mark F. Bengel (Robert
Fayne)**

Digitally signed by Mark F. Bengel (Robert
Fayne)
Date: 2017.02.16 13:19:36 -06'00'

Chief Information Officer

NOTE: Proposed contract/grant support is applicable to the subject IT service technical merit.

Strategic Technology Solutions (STS) pre-approval endorsement is required pursuant to procurement regulations pertaining to contracts with information technology as a component of the scope of service. This request seeks to ensure that STS is aware of and has an opportunity to review the procurement detailed below and in the attached document(s). This requirement applies to any procurement method regardless of dollar amount.

Please indicate STS endorsement of the described procurement (with the appropriate signature above), and return this document via e-mail at your earliest convenience.

Contracting Agency	Transportation
Agency Contact (name, phone, e-mail)	Mark D. Patterson, 615-532-3010, mark.d.patterson@tn.gov

Applicable RFS # 40100-02013

Attachments Supporting Request (mark all applicable)

Note: The complete draft procurement document and the applicable documents listed below must accompany this request when submitted to STS. Special Contract Requests and Amendment Requests without Agency Head signature are acceptable. STS is aware that these documents will not have CPO signature when submitted with this request.

- Solicitation Document
- Special Contract Request
- Amendment Request
- Proposed Contract/Grant or Amendment
- Original Contract/Grant and Previous Amendments (if any)

Information Systems Plan (ISP) Project Applicability

To avoid delay of STS pre-approval, the applicability of an ISP project to the procurement must be confirmed with agency IT staff prior to submitting this request to STS. If necessary, agency IT staff should contact STS Planning with questions concerning the need for an ISP project.

IT Director/Staff Name Confirming (required):

- Applicable – Approved ISP Project#
- Not Applicable

Subject Information Technology Service Description

Provide a brief summary of the information technology services involved. Clearly identify included technologies such as system development/maintenance, security, networking, etc. As applicable, identify the contract or solicitation sections related to the IT services.

This contract is in support of the Long Range Planning Division. This contract amendment changes the contractor name from RPM Transportation Consultants, LLC to KCI Technologies, Inc., as a result of KCI's acquisition of RPM. In addition, this amendment increases the maximum liability from \$5M to \$6M. The additional dollars are required so the contractor can update the Statewide Freight Plan component of the planning document to be compliant with Federal guidelines, and perform additional transportation planning activities as needed for maintenance of the planning document.



ENGINEERS • PLANNERS • SCIENTISTS • CONSTRUCTION MANAGERS

936 Ridgebrook Road • Sparks, MD 21152 • (Phone) 410-316-7829 • (FAX) 410-316-7817

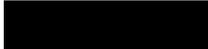
January 16, 2017

**Tennessee Department of Transportation, Research & Policy Office
Attn: Accounts Payable Department
505 Deaderick Street - James K. Polk Building, Suite 900
Nashville, TN 37243-0223**

We are pleased to announce that KCI Technologies, Inc. has completed our acquisition of RPM Transportation Consultants, LLC. (RPM). It is with great pleasure that we welcome you to the KCI Technologies, Inc. community.

In order to facilitate the transition of RPM's Accounts Receivable operations into our system, we are requesting your assistance in updating your records. Please change the information you have in your accounting system for payment remittances to the following:

**For Payments via Electronic Funds Transfer (Wire or ACH), please use the following information:
(Preferred Method)**

For Account: KCI Technologies, Inc.
Routing (ABA): 
Account Number: 
SWIFT:

Remittance Notifications E-mail Address: creditmanager@kci.com

When mailing checks to KCI Technologies, Inc., please use the following:

KCI Technologies, Inc.
P.O. Box 791479
Baltimore, MD 21279-1479

When sending checks via Fed-EX / UPS, etc., please use this address:

KCI Technologies, Inc.
ATTN: Lockbox Number 791479
1000 Stewart Avenue
Glen Burnie, MD 21061

Please do not send payment directly to our offices as this will cause a delay in updating your account with KCI. Should you have any questions or require additional information, please do not hesitate to contact our office via e-mail to creditmanager@kci.com

Please note this address is for payments only. Any non-payment correspondence should continue to be addressed to the appropriate KCI location.

Best Regards,

KCI Financial Services

cy17-8058

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

APPROVED

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: 2017.02.02 16:27:14 -06'00'

CHIEF PROCUREMENT OFFICER
DATE

Agency request tracking #	40100-02013	
1. Procuring Agency	Department of Transportation, Long Range Planning Division 12453	
2. Contractor	RPM Transportation Consultants, LLC now KCI Technologies, Inc.	
3. Edison contract ID #	35484	
4. Proposed amendment #	Two	
5. Contract's Original Effective Date	3/1/13	
6. Current end date	2/28/18	
7. Proposed end date	2/28/18	
8. Current Maximum Liability or Estimated Liability	\$ 5,000,000.00	
9. Proposed Maximum Liability or Estimated Liability	\$ 6,000,000.00	
10. Strategic Technology Solutions Pre-Approval Endorsement Request – information technology service (N/A to THDA)	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached	
11. eHealth Pre-Approval Endorsement Request – health-related professional, pharmaceutical, laboratory, or imaging	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached	
12. Human Resources Pre-Approval Endorsement Request – state employee training service	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached	
13. Explain why the proposed amendment is needed	<p>RPM Transportation was acquired by KCI Technologies, Inc. and additional funds are needed on the contract for the contractor to update the Statewide Freight Plan component of the planning document to be in compliance with federal guidelines, and to perform additional transportation planning activities as needed for maintenance of the planning document.</p>	
14. If the amendment involves a change in Scope, describe efforts to identify reasonable, competitive, procurement alternatives to amending the contract.	N/A	

Agency request tracking #	40100-02013
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) 	



CONTRACT AMENDMENT COVER SHEET

Agency Tracking # 40100-02013	Edison ID 35484	Contract # FA1335484	Amendment # 2		
Contractor Legal Entity Name KCI Technologies, Inc.			Edison Vendor ID 124830		
Amendment Purpose & Effect(s) Name Change and increase maximum liability					
Amendment Changes Contract End Date: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		2/28/18			
TOTAL Contract Amount INCREASE per this Amendment (zero if N/A):			\$ 1,000,000.00		
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2013					\$9,422.50
2014					1,048,361.85
2015					2,291,178.04
2016					781,285.75
2017					1,869,751.86
TOTAL:	\$1,000,000.00	\$5,000,000.00			\$6,000,000.00
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)	Account Code (optional) 7089900				

**AMENDMENT TWO
OF CONTRACT FA1335484**

This Amendment is made and entered by and between the State of Tennessee, Department of Transportation, hereinafter referred to as the "State" and KCI Technologies, Inc. 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.11.

A.11. The Contractor shall perform the same services for the State as listed and described in section **A. SCOPE OF SERVICES** A.1-A.10.

2. Contract section C.1. Maximum Liability 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 Six Million Dollars and No Cents (\$6,000,000.00) ("Maximum Liability"). This Contract does not grant the Contractor any exclusive rights. The State does not guarantee that it will buy any minimum quantity of goods or services under this Contract. Subject to the terms and conditions of this Contract, the Contractor will only be paid for goods or services provided under this Contract after a purchase order is issued to Contractor by the State or as otherwise specified by this Contract.

2. The following is added as Contract section E.13.:

E.13. Contractor Name. All references to RPM Transportation Consultants, LLC shall be deleted and replaced with "KCI Technologies, 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 July 1, 2017. All other terms and conditions of this Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

KCI TECHNOLOGIES, INC.:

SIGNATURE

DATE

PRINTED NAME AND TITLE OF SIGNATORY (above)

DEPARTMENT OF TRANSPORTATION:

JOHN C. SCHROER, COMMISSIONER

DATE

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

DATE

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

DATE



CONTRACT AMENDMENT COVER SHEET

Agency Tracking # 40100-02013	Edison ID 35484	Contract # FA1335484	Amendment # 1		
Contractor Legal Entity Name RPM Transportation Consultants, LLC			Edison Vendor ID 30198		
Amendment Purpose & Effect(s) To modify Contract Summary Sheet					
Amendment Changes Contract End Date: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		End Date: February 28, 2018			
TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A):			\$ N/A		
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2013	996,932.38	3,987,729.51			4,984,661.89
2015	15,338.11				15,338.11
TOTAL:	1,012,270.49	3,987,729.51			5,000,000.00
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. 			CPO USE		
Speed Chart (optional) TX00117506/TX00213122		Account Code (optional) 7089900			



**AMENDMENT ONE
OF CONTRACT FA1335484**

This Amendment is made and entered by and between the State of Tennessee, Department of Transportation, hereinafter referred to as the "State" and RPM Transportation Consultants, 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. Contract Summary Sheet is deleted in its entirety and replaced with the attached Contract Summary Sheet:

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

Amendment Effective Date. The revisions set forth herein shall be effective January 31, 2015. All other terms and conditions of this Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

RPM TRANSPORTATION CONSULTANTS, LLC:



 SIGNATURE 12/4/14
 DATE

Robert P. Murphy *President*

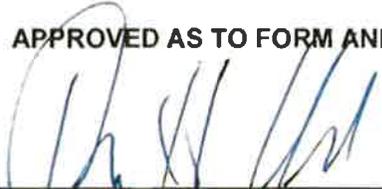
 PRINTED NAME AND TITLE OF SIGNATORY (above)

DEPARTMENT OF TRANSPORTATION:



 JOHN C. SCHROER, COMMISSIONER DEC 22 2014
 DATE

APPROVED AS TO FORM AND LEGALITY:



 JOHN REINBOLD, GENERAL COUNSEL 12/11/14
 DATE



CONTRACT

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



RFP
4 bidders

Begin Date March 1, 2013	End Date February 28, 2018	Agency Tracking # 40100-02013	Edison Record ID 35484
Contractor Legal Entity Name RPM Transportation Consultants, LLC			Edison Vendor ID 30198

Service Caption (one line only)
Develop a statewide planning document with a 20-30 year time horizon to identify what transportation options best serve the state's needs

Subrecipient or Vendor <input type="checkbox"/> Subrecipient <input checked="" type="checkbox"/> Vendor	CFDA # 20.205
---	-------------------------

Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2013	1,000,000.00	4,000,000.00			5,000,000.00
TOTAL:	1,000,000.00	4,000,000.00			5,000,000.00

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.	OCR USE - FA

Speed Chart (optional)	Account Code (optional) 7089900
-------------------------------	---



**CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF TRANSPORTATION
AND
RPM TRANSPORTATION CONSULTANTS, LLC**

This Contract, by and between the State of Tennessee, Department of Transportation, hereinafter referred to as the "State" and RPM Transportation Consultants, LLC, hereinafter referred to as the "Contractor," is for the provision of transportation planning services, as further defined in the "SCOPE OF SERVICES."

The Contractor is a Limited Liability Company.
Contractor Place of Incorporation or Organization: Tennessee
Contractor Edison Registration ID # 30198

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 transportation planning services, as requested by the State.
- A.3. The Contractor must maintain an organization sufficient to administer, manage and oversee all aspects of the Contract.
 - a. The Contractor shall ensure that project staff have the professional and other educational backgrounds and certifications commensurate with the nature and scope of services.
 - b. The Contractor shall maintain an administrative structure to oversee the monthly billing, payment and processing of invoices to the State for work performed under the contract and specifically authorized by the State.
- A.4. The Contractor shall meet on a regular schedule with the State to review ongoing projects as required by the State. Most meetings shall take place by conference call, though some may require a face-to-face consultation. These meetings shall occur at a State location and shall be at no additional cost to the State.
- A.5. The Contractor shall perform these services using the job classifications listed in Attachment One..
- A.6. Project Team. The Contractor shall build the project team for each project and for each deliverable required, using the classifications in its staffing plan.
 - a. The Contractor may use the same individual to perform the tasks of multiple classifications on a given project, as long as it creates no conflicts or delays in the project schedule.
 - b. The Contractor may use the same individual to perform the tasks of the same or multiple classifications on multiple simultaneous projects, as long as it creates no conflicts or delays in the project schedules.
 - c. At the State's sole discretion, the Contractor will reassign personnel and/or assign new personnel to remedy all conflicts or delays in the project schedule(s) caused by assignment of individuals to multiple classifications or projects. The State will not pay for additional hours resulting from the resolution of conflicts or delays.
 - d. The Contractor must request and receive prior approval from the State to remove an individual from a current project in order to assign that person to a new State project. The Contractor must provide a State approved replacement for the current State



project.

- e. The State encourages the Contractor to maintain continuity of personnel on projects assigned pursuant to a work order. Continuity of personnel promotes efficiency in the performance of the project.

A.7. Contractor Performance and Replacement.

- a. The State shall be the sole judge of the quality of services provided and the project progress achieved. The Contractor agrees to remove and replace at the Contractor's expense, personnel whom the State judges to be incompetent, careless, unsuitable or otherwise objectionable, or whose continued use is deemed contrary to the best interests of the State or deemed not to make substantial contributions to the project. The State will not pay for services performed which the State designates as being unacceptable.

This provision will not be deemed to give the State the right to require the Contractor to terminate any Contractor employee's employment. Rather, this provision is intended to give the State only the right to require that the Contractor discontinue using an employee in the performance of services for the State.

- b. At the State's request, the Contractor will replace an individual that has voluntarily withdrawn or that the Contractor has voluntarily removed from State assignment. Any requirement for such replacement will be at the State's sole discretion; the State is not obligated to accept replacement of removed or withdrawn consultants. The State will compensate the Contractor for acceptable services completed by the consultant prior to voluntary withdrawal or removal.
- c. If the State requests a replacement, the Contractor will replace that individual with one of equal or greater qualifications.
- d. The termination of an individual may or may not result in the termination of a work order.

- A.8. The Contractor must provide their own personal computing devices (desktop, laptop, etc.) and licenses for software installed on the device, including client access licenses if required. If the Contractor's laptop or desktop is coming from the Internet (and through a VPN tunnel), a personal firewall must be enabled.

Commensurate with the needs of a given project, the State may provide office and meeting space, access to telephones, printers, and copiers, and connections to the Internet and/or State network. The State shall be the sole determinant with regard to facilities, supplies, and connections required for any given project.

The Contractor must provide their own anti-virus software protection. This must be from a known leader such as Symantec, McAfee, etc.)

- A.9. The Contractor shall perform any or all of the following services at the direction of the State:

- a. Analyze and update Travel Demand Forecast Models (TDFM).
- b. Update the statewide and regional Intelligent Transportation System (ITS) architectures and recommend approaches to improve the linkages between planning and operations.
- c. Develop best practices to enhance efficiencies in the planning and data management processes, general work flows, project cost estimating methodologies, stakeholder involvement, and allocation/leveraging of resources, including use of technology.
- d. Analyze and plan for freight movement through Tennessee, by mode and by commodity, including multi-state issues, coordination with local and regional interests, relationship to economic development, safety issues, and distribution of user costs. Tasks may include identifying immediate freight-related issues that should be brought to the attention of local planners, State planners, and traffic engineers for timely action, such as geometric issues with railroad crossings, vertical clearance, intersection/interchange issues, truck idling (emissions) at truck stops and interchanges, along with



analyzing proposals for truck routes, loading zones, overnight parking area requirements, and similar issues.

- e. Update a statewide multimodal long range transportation plan.
- f. Develop recommendations for statewide travel demand management activities, such as promotion of ride sharing, park and ride lots, and related efforts.
- g. Coordinate and provide assistance for conferences, meetings, and special events.
- h. Update the Statewide Travel Demand Model, including population and employment data, the TAZ structure, and network. Tasks may also include improving the statewide model trip generation, trip distribution, trip assignment, and post processing; establishing a model interface that can be used to run various scenarios; developing freight trip tables and assignments for the statewide model using Global Insight's TRANSEARCH database; providing training for state and local modelers; and working with state and MPO/TPO modelers to synchronize model external stations with other models.
- i. Evaluate and update public involvement approaches for statewide planning and programming that are appropriate for various audiences. Deliverables may include presentations, brochures, website articles explaining the purpose of the Long Range Transportation Plan and Transportation Improvement Programs, and a manual for use in determining the appropriate type of public involvement for various planning efforts.
- j. Assist the State with planning related to livability, sustainability, transportation and aging, and climate change.
- k. Assist the State with tasks related to air quality standards and transportation conformity requirements. Tasks may include development of mobile source emission budgets for State Implementation Plans; assistance in developing TransCAD travel demand forecasting model outputs needed for air quality modeling in U.S. EPA's Motor Vehicle Emission Simulator air quality model.
- l. Develop a statewide access management plan.

A.10. The services described above shall be authorized with the issuance of individual work orders as project needs arise. A detailed scope of work for each project will be defined by the State and the Contractor will submit a project proposal that identifies manpower requirements. The manpower shall be based on the job classifications in Attachment One. A sample work order is shown in Attachment Two.

B. CONTRACT PERIOD:

This Contract shall be effective for the period beginning March 1, 2013, and ending on February 28, 2018. 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 Five Million Dollars and no cents (\$5,000,000.00). 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)				
	Maximum Rate Per Hour	Maximum Rate Per Hour	Maximum Rate Per Hour	Maximum Rate Per Hour	Maximum Rate Per Hour
	3/1/13 – 2/28/14	3/1/14 – 2/28/15	3/1/15 – 2/29/16	3/1/16 – 2/28/17	3/1/17 – 2/28/18
Project Director / QA-QC Advisor	\$ 213.00	\$ 222.00	\$ 231.00	\$ 240.00	\$ 250.00
Project Manager	\$ 165.00	\$ 172.00	\$ 179.00	\$ 186.00	\$ 193.00
Senior Planner	\$ 180.00	\$ 187.00	\$ 194.00	\$ 202.00	\$ 210.00
Planner	\$ 118.00	\$ 123.00	\$ 128.00	\$ 133.00	\$ 138.00
Senior Engineer	\$ 160.00	\$ 166.00	\$ 173.00	\$ 180.00	\$ 187.00
Engineer	\$ 115.00	\$ 120.00	\$ 125.00	\$ 130.00	\$ 135.00
Computer Programmer/ Analyst/ Web Designer	\$ 130.00	\$ 135.00	\$ 140.00	\$ 146.00	\$ 152.00
Graphics/GIS Technician	\$ 110.00	\$ 114.00	\$ 119.00	\$ 124.00	\$ 129.00
Communications/ Marketing/ Public Involvement Specialist	\$ 235.00	\$ 244.00	\$ 254.00	\$ 264.00	\$ 275.00
Administrative Support/ Clerical	\$ 65.00	\$ 68.00	\$ 71.00	\$ 74.00	\$ 77.00
Hourly Non-Professional Worker/ Laborer	\$ 60.00	\$ 62.00	\$ 64.00	\$ 67.00	\$ 70.00
Grant Writer	\$ 110.00	\$ 114.00	\$ 119.00	\$ 124.00	\$ 129.00
Document Editor	\$ 75.00	\$ 78.00	\$ 81.00	\$ 84.00	\$ 87.00
Air Quality Modeler	\$ 240.00	\$ 250.00	\$ 260.00	\$ 270.00	\$ 281.00
Travel Demand Modeler	\$ 200.00	\$ 208.00	\$ 216.00	\$ 225.00	\$ 234.00
Economic Modeler	\$ 263.00	\$ 274.00	\$ 285.00	\$ 296.00	\$ 308.00
Survey Specialist	\$ 145.00	\$ 151.00	\$ 157.00	\$ 163.00	\$ 170.00
Photographer/ Videographer	\$ 235.00	\$ 244.00	\$ 254.00	\$ 264.00	\$ 275.00
Graphic Designer	\$ 112.00	\$ 116.00	\$ 121.00	\$ 126.00	\$ 131.00
Economist	\$ 200.00	\$ 208.00	\$ 216.00	\$ 225.00	\$ 234.00
Logistics/ Supply Chain Specialist	\$ 275.00	\$ 286.00	\$ 297.00	\$ 309.00	\$ 321.00



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

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:

Tennessee Department of Transportation
Research and Policy Office
James K. Polk Building, Suite 900
505 Deaderick Street
Nashville, TN 37243-0223
Attention: Paula Hoskins

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 Transportation, Long Range Planning
- (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
- (12) Invoice separately for the hours worked by the same individual under each Classification; there shall be no overlaps in which a Contractor-supplied staff member is working and billing simultaneously under two or more classifications.

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 Three, 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:

Tanisha Hall, Director of Long Range Planning
Tennessee Department of Transportation
505 Deaderick Street,
James K. Polk Building, Suite 900
Nashville, TN 37243
Tanisha.hall@tn.gov
Telephone # 615-253-6301
FAX # 615-532-8451

The Contractor:

Robert P. Murphy, PE, PTOE, RLS-President
RPM Transportation Consultants, LLC
1101 17th Avenue South
Nashville, TN 37212
email address: bobmurphy@rpmtraffic.net
Telephone #: 615-370-8410
FAX #:615-370-8455

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. State Furnished Property. The Contractor shall be responsible for the correct use, maintenance, and protection of all articles of nonexpendable, tangible, personal property furnished by the State for the Contractor's temporary use under this Contract. Upon termination of this Contract, all property furnished shall be returned to the State in good order and condition as when received, reasonable use and wear thereof excepted. Should the property be destroyed, lost, or stolen, the Contractor shall be responsible to the State for the residual value of the property at the time of loss.
- E.10. 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.11. Contractor Commitment to Diversity. The Contractor shall comply with and make reasonable business efforts to exceed the commitment to diversity represented by the Contractor's proposal responding to RFP-40100-02013 (Attachment 6.2, Item B.15) and resulting in this Contract.

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

E.12. Review Process Audit. At the State's direction, the Contractor shall provide to independent auditors selected by the State access to the Contractor's facilities during regular business hours for the purpose of on-site review. The Contractor shall further provide to such auditors case specific documentation requested by the auditors. The auditors will agree to abide by the Contractor's confidentiality policies.

IN WITNESS WHEREOF,

RPM TRANSPORTATION CONSULTANTS, LLC:



2/12/13

CONTRACTOR SIGNATURE

DATE

Robert P. Murphy, President

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

DEPARTMENT OF TRANSPORTATION:

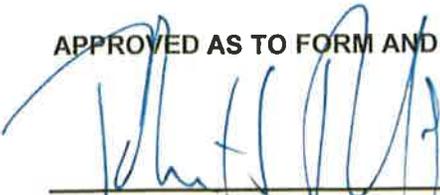


T.D.
02/19/13

JOHN C. SCHROER, COMMISSIONER

DATE

APPROVED AS TO FORM AND LEGALITY



2/12/13

JOHN H. REINBOLD, GENERAL COUNSEL

DATE



Description and Minimum Criteria for Job Classifications

Each classification below must possess the qualifications, education, and/or experience necessary to fully discharge their assigned tasks. The State reserves the right to require a change in personnel assigned to particular tasks if the State has reason to believe an individual will not be able to successfully complete the tasks.

- A. **Project Director/ QA-QC Advisor** – This is the most senior executive involved in the task, possibly a principle in the firm. This person makes executive decisions, but typically does not get involved in routing, daily management of tasks.
- B. **Project Manager** – This position requires at least 8 years of project management experience with exposure to a variety of planning and/or engineering projects and a good understanding of project management concepts. The project manager will set overall objectives, prioritize critical issues, and policy matters. The project manager may directly implement smaller projects; or phases and tasks within large projects; as well as guiding the larger project through supervising, coordinating and reviewing the work of subordinates.
- C. **Senior Planner** – This position requires a minimum of 5 years of experience in the planning field. Planners at this level coordinate the work of project team members and manage project budgets.
- D. **Planner** – This position normally requires a Bachelor's Degree in a related field. Planners at this level work under the general supervision of a senior planner.
- E. **Senior Engineer** – This position requires a minimum of 5 years of experience in the engineering field. Engineers at this level coordinate the work of project team members and manage project budgets.
- F. **Engineer** – This position requires a Bachelor's Degree in engineering. Engineers at this level work under the general supervision of a senior engineer.
- G. **Computer Programmer/ Analyst/ Web Designer** – This position is responsible for developing, designing and building databases and creating websites. Possesses specialized knowledge of technology related to computer programs, (e.g., Geographic Information Systems (GIS), Intelligent Transportation System (ITS) Architectures, etc.) writing and designing of complex business applications. Computer Programmers at this level may oversee the work of computer technicians.
- H. **Graphics/GIS Technician** – This position works under the general supervision of a computer programmer or project manager. Technicians at this level maybe complete simple tasks to moderately complex tasks under general supervision.
- I. **Communications/Marketing/ Public Involvement Specialist** – This position requires a Bachelor's Degree in a related field and a minimum of four years related experience. Personnel at this level must have a firm grasp of marketing strategies and have the technical ability to create marketing materials, as needed.
- J. **Administrative support/clerical** – This position requires the ability to maintain records, files, reports and/or invoices.
- K. **Hourly non-professional worker/laborer** - Unskilled worker that works under general supervision to perform menial tasks (e.g., administering surveys or general physical labor, etc.).
- L. **Grant writer** – This position requires a minimum of three years of professional experience writing grants and supporting documents.
- M. **Document editor** – This position will be responsible for making presentations, reports and other written documents professional and error-free. This requires a minimum of three years of professional experience editing documents for grammar and other mechanics, such as maintaining a consistent writing style and tone of voice across materials from different writers.



- N. **Air Quality Modeler** – This position requires a minimum of five years of professional modeling experience related air quality, as well as experience with Motor Vehicle Emission Simulator (MOVES). Modelers will have a significant role in analyzing and preparing outputs from the local travel demand forecasting models as inputs for MOVES.
- O. **Travel Demand Modeler** - This position requires a minimum of five years of professional experience travel demand modeling. Extensive experience with travel demand software packages, particularly TRANSCAD is needed. Working knowledge of geographic information systems software is helpful. Working knowledge of statistical analysis, especially as it relates to travel demand model development is desirable.
- P. **Economic Modeler** – This position requires a minimum of five years of professional experience. Modeler must be skilled in analyzing market conditions, competitive activity and the regulatory, legal, and political considerations associated with transportation.
- Q. **Survey Specialist** - This position will conduct surveys and collect data, using methods such as interviews, questionnaires, focus groups, market analysis surveys, public opinion polls, literature reviews, and file reviews.
- R. **Photographer/Videographer** – This position will create photograph or videos for use in presentations and/or web sites.
- S. **Graphic Designer** - This position prepares visual presentations by designing art and copy layouts.
- T. **Economist** – This position requires a Master's degree and five years of professional experience. It involves compiling, analyzing, and reporting data to explain economic phenomena, forecasting market trends by applying mathematical models and statistical techniques, as well as developing economic guidelines and standards. This position will study economic and statistical data; formulate plans, and provide recommendations.
- U. **Logistics/Supply Chain Specialist** – This position uses analytical and quantitative methods to understand, predict, and enhance supply chain processes and will be responsible for assembling data, analyzing performance, identifying problems, and developing recommendations which support supply chain management planning and operations.



SAMPLE WORK ORDER

DATE _____

This work order is made and entered into on the date first written by and between the State of Tennessee, Department of Transportation and RPM Transportation Consultants, LLC, Contractor

Scope of Work:

To be determined

Time of Performance:

To be determined

Compensation:

Payment to the Contractor shall be a not-to-exceed amount of _____. Amount is based on the Contractor's estimate of work hours by classification multiplied times the Contractor's associated hourly billing rate as established in the Contract.

The not-to-exceed amount represents full payment and will not increase nor decrease unless there should be a written change in the scope, complexity or duration of work.

The receipt of an approval letter from the State will constitute Contractor's Notice to Proceed. The Contractor is not to undertake any extra work outside the scope of this work order unless specifically authorized in writing by the State.

Agreed to Scope of Work, Time of Performance and Compensation:

Tennessee Department of Transportation:

RPM Transportation Consultants, LLC:



ATTACHMENT THREE

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

SUBJECT CONTRACT NUMBER:	# 30198
CONTRACTOR LEGAL ENTITY NAME:	RPM Transportation Consultants, LLC
FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number)	[REDACTED]

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.

Robert P. Murphy

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.

Robert P. Murphy, President

PRINTED NAME AND TITLE OF SIGNATORY

2/12/13

DATE OF ATTESTATION



February 11, 2013

Ms. Victoria Hassinger
Department of Transportation
Legal Office, Suite 300 - James K. Polk Building
505 Deaderick Street
Nashville, TN 37243

Ms. Hassinger,

RPM Transportation Consultants, LLC is committed to achieving or surpassing a goal of 20 percent spend with certified diversity business enterprise firms on the state of Tennessee contract # 30198. Diversity businesses are defined as those that are:

1. Owned by a person or persons of ethnic minority, or female gender, or service-disabled veterans, or are which are small businesses as defined by the State of Tennessee's Governor's Office of Diversity Business Enterprise (Go-DBE); and
2. Certified as a minority, woman owned, service-disabled veteran owned or small business enterprise or MBE, WBE, SDVBE or SBE by Go-DBE.

We confirm our commitment of 20 percent participation on the State of Tennessee contract by using the following diversity businesses:

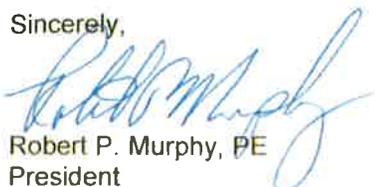
- (i) Name and ownership characteristics (i.e., ethnicity, sex, disability) of anticipated diversity subcontractors and suppliers:
 - RPM Transportation Consultants, LLC - SBE
 - Varallo Public Relations, LLC - WBE
- (ii) Participation estimates (expressed as a percent of the total contract value to be dedicated to diversity subcontractors and suppliers): 20%.
- (iii) Description of anticipated services to be performed by diversity subcontractors and suppliers:
 - RPM Transportation Consultants – project management and transportation planning services
 - Varallo Public Relations - communications, marketing, and public involvement services

Further, we commit to:

1. Using applicable reporting tools that allow the Governor's Office of Diversity Business Enterprise to track and report purchases and/or payments to business owned by minority, women, service-disabled veterans and small businesses.
2. Reporting quarterly to the Go-DBE office the dollars paid to certified diversity businesses owned by minority, women, service-disabled veterans and small business accomplished under contract # 30198.

RPM Transportation Consultants, LLC is committed to working with the Governor's Office of Diversity Business Enterprise office to accomplish this goal.

Sincerely,



Robert P. Murphy, PE
President
RPM Transportation Consultants