



Department of Economic and Community Development

Randy Boyd,
Commissioner

Bill Haslam
Governor

To: Ms. Leni Chick, Contract and Audit Coordinator, Fiscal Review Committee

From: Department of Economic and Community Development

Date: February 21, 2017

Re: Request for contract amendment with Stantec Consulting Services, Inc.

Please consider the enclosed request for contract amendment 1 with Stantec Consulting Services, Inc. This contract for administering grant funds awarded through the National Disaster Resilience Competition (“HUD NRDC”) began on May 18, 2016 and ends on May 17, 2021. This contract was procured as a sole source contract.

The proposed amendment will add the additional service of the Contractor developing a web portal capable of storing data from HUD NRDC grantees, increasing the maximum liability to Two Million Four Hundred Twenty-Five Thousand Dollars and No/100 (\$2,425,000.00).

The additional services of the proposed amendment were part of the initial application approved by HUD. After discussions with state universities, it was determined that the Contractor has the necessary skills and background to complete the project. Additionally, ECD has determined that it will cost less for the Contractor to complete the work than the state universities that provide similar services.

Therefore, ECD respectfully requests approval of this contract amendment by the Fiscal Review Committee.

If you have any further questions, please contact Garrett E. Guillory at 615.532.6346 or Garrett.E.Guillory@tn.gov.

Attachments:

- Supplemental Documentation Required for Fiscal Review Committee (including amounts invoiced and paid under this contract)
- Amendment Request – draft (awaiting CPO approval)
- Original Contract & Contract Amendment 1 with Summary Sheets

Supplemental Documentation Required for Fiscal Review Committee

Instructions:

1. No contract or contract amendment will be placed on the Committee's agenda for consideration until this form has been fully completed and all back-up documentation has been submitted.
2. Please complete each section as it applies to contracts or amendments that are being submitted. Sections denoted with an asterisk (*) are considered mandatory. This information should provide for background information on previous actions, if applicable, that have taken place on the contract document and associated amendments.
3. Add rows as necessary.
4. Submit this document, any attachments, your summary letter, and contract documentation for review by the Fiscal Review Committee.
5. **Contact Name:** Enter first and last name of person to contact with questions about this document or any of the submitted information.
6. **Contact Number:** Enter the telephone number (including extension) of the contact person listed.
7. **Presenter's Name(s):** Enter the name of each person who will be presenting this request to the Committee.
8. **Edison Contract Number:** Enter the contract number issued by the Edison system for this document.
9. **RFS Number:** Enter the Edison system issued RFS number for this document.
10. **Original Contract Begin Date:** Enter the beginning date of the original contract or the proposed effective date for new contracts.
11. **Current End Date:** Enter the end date that is currently reflected in Section B.1. of this contract (prior to amendment request if applicable) or the proposed end date for new contracts.
12. **Current Requested Amendment Number:** Enter the amendment number (*if applicable*) that is currently being requested.
13. **Proposed Amendment Effective Date:** Enter the proposed effective date for the requested amendment (*if applicable*).
14. **Department Submitting:** Enter the title of the agency/department submitting this request.
15. **Division:** Enter the title of the division within the agency/department submitting this request.
16. **Date Submitted:** Enter the date the request was sent to Fiscal Review Committee staff.

Supplemental Documentation Required for Fiscal Review Committee

17. **Submitted Within Sixty (60) days:** Enter yes or no in this blank if request was submitted within 60 days of the proposed effective date.
18. ***If not, explain:*** Provide detailed rationale as to why the deadline for submission was not met. ***Please Note:*** Late submissions will be rolled for one meeting and placed at the end of the agenda.
19. **Contract Vendor Name:** Enter the officially registered vendor name.
20. **Current or Proposed Maximum Liability:** Enter the dollar amount that is reflected on the most current fully executed contract summary sheet and in Section C. 1 or the proposed maximum liability for new contracts.
21. ***For commodities contracts, Estimated Total Spend:*** Enter the estimated total expenditures for the contract if the contract does not have a “maximum liability.”
22. **Current Contract Allocation by Fiscal Year:** Enter the amounts reflected on the contract summary sheet and the corresponding FY. If no contract summary sheet, enter the estimated spend per fiscal year. ****NOTE:** Total of all these columns must add up to maximum liability or estimated total spend as reported in Section 20 or 21 of this document.
23. **Current Total Expenditures by Fiscal Year:** By using Edison enter the amounts that have been expended from this contract by fiscal year breakdown. Not applicable (NA) for new contracts.
24. **Explanation of surplus funds:** If the allocation exceeded the expenditure in any fiscal year, enter the explanation of each surplus funding year.
25. **Explanation of carry forward:** If agency/department has carried forward the surplus funds, enter the authority (and provide copy with this document) of the carry forward provision.
26. **Explanation of overspending contract allocation:** If agency/department has overspent the contract allocation, enter the reasons for excess expenditures and how the funding was attained.
27. **Contract Funding Source/Amount:** Enter the dollar figure in the appropriate category to reflect the source of contract funding.
28. ***If Other, please define:*** If a dollar amount is placed in the “other” category, please define the source represented.
29. ***If Interdepartmental, please define:*** If a dollar amount is placed in the “interdepartmental” category, please define all sources represented.

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30. **Dates of All Previous Amendments or Revisions:** Enter all dates of prior amendment and revision (*including Contract Summary Sheet revisions*) in this section.
31. **Brief Description of Actions in Previous Amendment or Revision:** Enter a brief summary of prior amendments or revisions next to the appropriate effective date of the amendment (e.g. increased maximum liability, added scope items, revised contract summary sheet to reflect funding change, etc.).
32. **Method of Original Award:** Enter the procurement method of original award if requesting amendment (e.g. RFP, Special Request).
33. **Projected Cost Prior to Award and Cost Determination Used:** Enter the total cost projected by the department prior to award and explain how the agency arrived at the estimate of expected costs.
34. **For ALL new sole-source contracts, list the number of potential vendors that could provide the service or goods being procured and why those other options were not considered:** List the number of potential vendors that could provide this good or service; efforts to identify reasonable, competitive procurement alternatives; and how the Department determined a sole-source contract was in the best interest of the State.

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*Contact Name:	Garrett E. Guillory	*Contact Phone:	615.532.6346
*Presenter's name(s):	Brooxie Carlton, Deputy Assistant Commissioner, Rural Development, ECD		
Edison Contract Number: <i>(if applicable)</i>	49864	RFS Number: <i>(if applicable)</i>	
*Original or Proposed Contract Begin Date:	5/18/2016	*Current or Proposed End Date:	5/17/2021
Current Request Amendment Number: <i>(if applicable)</i>	1		
Proposed Amendment Effective Date: <i>(if applicable)</i>	April 24, 2017		
*Department Submitting:	Economic and Community Development		
*Division:	Rural Development		
*Date Submitted:	February 21, 2017		
*Submitted Within Sixty (60) days:	Yes		
<i>If not, explain:</i>			
*Contract Vendor Name:	Stantec Consulting Services Inc.		
*Current or Proposed Maximum Liability:	\$2,425,000.00		
*Estimated Total Spend for Commodities:	N/A		
*Current or Proposed Contract Allocation by Fiscal Year: <i>(as Shown on Most Current Fully Executed Contract Summary Sheet)</i>			
FY:16	FY:	FY:	FY:
\$2,000,000.00	\$	\$	\$
*Current Total Expenditures by Fiscal Year of Contract: <i>(attach backup documentation from Edison)</i>			
FY:16	FY:17	FY:	FY:
\$0.00	\$160,741.00	\$	\$
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:	ECD had allocated a certain amount of funds, however, ECD did not receive the grant money from HUD in FY:16 as anticipated. Therefore, the allocated funds have been carried forward until ECD receives grant money from HUD in FY:17.		
IF Contract Expenditures exceeded Contract Allocation, please give the	N/A		

Supplemental Documentation Required for
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reasons and explain how funding was acquired to pay the overage:			
*Contract Funding Source/Amount:			
State:		Federal:	National Disaster Resilience Competition funding from HUD -100%
<i>Interdepartmental:</i>		<i>Other:</i>	
If “ <i>other</i> ” please define:			
If “ <i>interdepartmental</i> ” please define:			
Dates of All Previous Amendments or Revisions: <i>(if applicable)</i>		Brief Description of Actions in Previous Amendments or Revisions: <i>(if applicable)</i>	
N/A		N/A	
Method of Original Award: <i>(if applicable)</i>		Sole Source	
<p>*What were the projected costs of the service for the entire term of the contract prior to contract award? How was this cost determined?</p>		<p>ECD projected the costs of the service to be 5% of the total award amount.</p> <p>The Department of Housing and Urban Development, which awarded the State of Tennessee the funds through the National Disaster Resiliency Competition, allots 5% of awarded funds for project and contract administration services. Accordingly, this is the standard industry rate for contract/project administration services.</p> <p>The proposed project is in addition to the administration work. It is an additional service that was approved by HUD and does not count toward the administrative cap.</p>	
<p>*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.</p>		<p>ECD procured the Contractor via a competitive negotiation in July 2015 to assist with application development.</p> <p>ECD obtained this contract, which began on May 18, 2016 to assist with the implementation of the grant award.</p>	

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	<p>The service related to this amendment was part of the initial application approved by the Department of Housing and Urban Development. After discussions with university partners, it was determined that that this Contractor has the necessary skills and background to complete the project as compared to other partners. Additionally, it will cost less for this Contractor to complete the work rather than the university partners that were considered.</p>
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Payments on a Contract

Unit	Supplier	Vendor Name	OCR Contract Num
33001	000006694	Stantec Consulting Services Inc	0000000000000000000049864
33001	000006694	Stantec Consulting Services Inc	0000000000000000000049864
33001	000006694	Stantec Consulting Services Inc	0000000000000000000049864

Buying Agreement Line Nbr	Contract Type	Maximum Amt	Voucher ID	Amount	PO No.
1	DFA	2000000.000	00017862	19,468.00	0000010623
1	DFA	2000000.000	00017879	90,970.50	0000010623
1	DFA	2000000.000	00017873	50,302.50	0000010623
				160,741.00	

Voucher Account	Program	GL Descr	Payment Date	Requisition ID
70812002	301141	Consulting Services-Const Eng	2/15/2017	
70812002	301141	Consulting Services-Const Eng	2/16/2017	
70812002	301141	Consulting Services-Const Eng	2/16/2017	

Requisition Line Number	Document Type	Contract Beginning Date	Contract Expire Date
0		5/18/2016	5/17/2021
0		5/18/2016	5/17/2021
0		5/18/2016	5/17/2021

Agency Name	Agency BU	SetID	GL Account Nbr	GL Acct Effective Date
Econ & Community Dev	33001	SHARE	70812002	1/1/1901
Econ & Community Dev	33001	SHARE	70812002	1/1/1901
Econ & Community Dev	33001	SHARE	70812002	1/1/1901

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

CHIEF PROCUREMENT OFFICER

DATE

Agency request tracking #	33004-61316	
1. Procuring Agency	Department of Economic and Community Development	
2. Contractor	Stantec Consulting Services Inc.	
3. Edison contract ID #	49864	
4. Proposed amendment #	1	
5. Contract's Original Effective Date	May 18, 2016	
6. Current end date	May 17, 2021	
7. Proposed end date	May 17, 2021	
8. Current Maximum Liability or Estimated Liability	\$ 2,000,000.00	
9. Proposed Maximum Liability or Estimated Liability	\$ 2,425,000.00	
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>The proposed amendment will add the additional service of the Contractor developing a web portal capable of storing data from the U.S. Department of Housing and Urban Development's National Disaster Resilience Competition grantees.</p>	
14. If the amendment involves a change in Scope, describe efforts to identify reasonable, competitive,		

Agency request tracking #	33004-61316
<p>procurement alternatives to amending the contract.</p> <p>ECD procured the Contractor via a competitive negotiation in July 2015 to assist with application development.</p> <p>ECD obtained this contract, which began on May 18, 2016, to administer grant funds awarded through the U.S. Department of Housing and Urban Development's National Disaster Resilience Competition. The service related to this amendment was part of the initial application approved by the U.S. Department of Housing and Urban Development. After discussions with university partners, it was determined that this Contractor has the necessary skills and background to complete the project as compared to other partners. Additionally, it will cost less for this Contractor to complete the work rather than the university partners that were considered.</p>	
<p>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)</p>	

**AMENDMENT 1
OF CONTRACT 49864**

This Amendment is made and entered by and between the State of Tennessee, Department of Economic and Community Development, hereinafter referred to as the "State" and Stantec Consulting Services 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.3.XI.

The Contractor shall develop the Tennessee Resilience Enterprise Planning System ("TREPS"). TREPS will be a Web portal capable of storing data from HUD NDRC grantees. TREPS will make information accessible and usable for future mitigation initiatives. TREPS will also include a module to facilitate tracking of grant progress, performance metrics and promote collaboration among public officials engaged in resilience planning. TREPS will serve as an on-line repository of resilience data that will allow government leaders and emergency management officials quick and efficient access when future disasters strike.

2. Contract section C.1. is deleted in its entirety and replaced with the following:

Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed Two Million Four Hundred Twenty-Five Thousand Dollars and No/100 (\$2,425,000.00) ("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 the Contractor by the State or as otherwise specified by this Contract.

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 April 24, 2017. All other terms and conditions of this Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

STANTEC CONSULTING SERVICES INC.:

SIGNATURE

DATE

PRINTED NAME AND TITLE OF SIGNATORY (above)

DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT:

ROBERT O. ROLFE, COMMISSIONER

DATE



CONTRACT AMENDMENT COVER SHEET

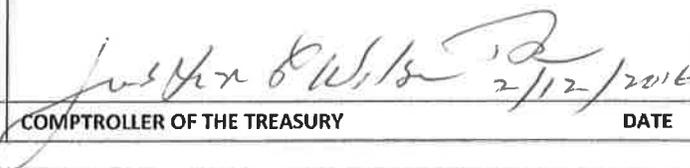
Agency Tracking # 33004-61316	Edison ID 49864	Contract # 49864	Amendment # 1		
Contractor Legal Entity Name Stantec Consulting Services Inc.			Edison Vendor ID 6694		
Amendment Purpose & Effect(s) The development of a web portal capable of storing data from the U.S. Department of Housing and Urban Development's National Disaster Resilience Competition grantees.					
Amendment Changes Contract End Date: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		End Date: May 17, 2021			
TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A):			\$ 425,000.00		
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
16		\$ 2,000,000.00			\$ 2,000,000.00
17		\$ 425,000.00			\$ 425,000.00
TOTAL:		\$ 2, 425,000.00			\$ 2,425,000.00
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)			

Special Contract Request

This form should be utilized to facilitate contract and procurement requests that require the Chief Procurement Officer's prior approval and that of the Comptroller of the Treasury, as applicable.

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

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

<p>APPROVED</p> <div style="text-align: center;">  <p>Michael F. Perry -AK</p> </div> <p style="font-size: small;">Digitally signed by Michael F. Perry -AK DN: cn=Michael F. Perry -AK, o=CPO, ou=CPO, email=andy.kidd@tn.gov, c=US Date: 2016.02.11 08:48:12 -06'00'</p>	<p>APPROVED</p> <div style="text-align: center;">  <p><i>Justin B. Wilson</i></p> </div> <p style="text-align: right;">2/12/2016</p>
<p>CHIEF PROCUREMENT OFFICER DATE</p>	<p>COMPTROLLER OF THE TREASURY DATE</p>

<p>Request Tracking # 33004-53816</p>	
<p>1. Contracting Agency</p>	<p>Department of Economic and Community Development</p>
<p>2. Type of Contract or Procurement Method</p>	<p><input type="checkbox"/> No Cost</p> <p><input type="checkbox"/> Revenue</p> <p><input checked="" type="checkbox"/> Sole Source</p> <p><input type="checkbox"/> Proprietary</p> <p><input type="checkbox"/> Competitive Negotiation</p> <p><input type="checkbox"/> Other _____</p>
<p>3. Requestor Contact Information</p>	<p>Summer Carr, Director of Contracts 615-253-1944, summer.carr@tn.gov</p>
<p>4. Brief Goods or Services Caption</p>	<p>Administration of CDBG-NDR funds</p>
<p>5. Description of the Goods or Services to be Acquired</p>	<p>Contract and project administration services for Community Development Block Grant – National Disaster Resiliency Competition grant funds received by the State of Tennessee (\$44.5MM for rural development projects in West Tennessee). Administration and management includes the following activities: ensuring compliance with all required monitoring areas, including Davis-Bacon, National Environmental Policy Act, procurement and other federal and state requirements related to CDBG-NDR funds; management of any subawards and subrecipients; assistance with reviewing and</p>

Request Tracking #	
	<p>completing drawdown requests; assistance with compliance for quarterly reporting; and project management. This contract will cover all 10 projects awarded funding throughout the State of Tennessee over the five year period of these contracts.</p>
6. Proposed Contractor	Stantec Consulting Services Inc.
<p>7. Name & Address of the Contractor's principal owner(s) <i>- NOT required for a TN state education institution</i></p>	<p>Steven Field, Senior Principal Stantec Consulting Services Inc. 601 Grassmere Park Road, Suite 22 Nashville, TN 37211</p>
<p>8. Proposed Contract Period – with ALL options to extend exercised The proposed contract start date shall follow the approval date of this request.</p>	60 months
<p>9. Office for Information Resources Pre-Approval Endorsement Request <i>- information technology (N/A to THDA)</i></p>	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached
<p>10. eHealth Pre-Approval Endorsement Request <i>- health-related professional, pharmaceutical, laboratory, or imaging</i></p>	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached
<p>11. Human Resources Pre-Approval Endorsement Request <i>- state employee training</i></p>	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached
<p>12. Are these goods or services currently available on a statewide contract? If YES, please explain why the current statewide contract is not being used for this procurement.</p>	<input checked="" type="checkbox"/> NO <input type="checkbox"/> YES,
<p>13. Maximum Contract Cost – with ALL options to extend exercised</p>	\$ 2,000,000.00
<p>14. Was there an initial government estimate? If so, what amount?</p>	<input type="checkbox"/> NO <input checked="" type="checkbox"/> YES, \$2MM-\$3MM (dependent upon amount of federal grant funds awarded, 5% of grant funds to be used for administration)
<p>15. Cost Determination Used- How did agency arrive at the estimate of expected costs?</p>	<p>The Department of Housing and Urban Development (HUD), which has awarded the State of Tennessee these funds through the National Disaster Resiliency Competition, allots 5% of awarded funds for project and contract administration services. Accordingly, this is the standard industry rate for contract/project administration services.</p>
<p>16. Explanation of Fair and Reasonable Price- Explain how agency determined that price is fair and reasonable</p>	<p>The amount of 5% of awarded funds is the standard industry rate for contract/project administration for CDBG projects. HUD allows 5% of awarded funds to be spent for administration of contracts/projects.</p>

Request Tracking #	
<p>17. Documentation of Discussions with Contractor- How did agency document discussions with Contractor? Attach documentation to this request as applicable.</p>	<p>ECD conducted a competitive negotiation, with the assistance of CPO and COT, in June/July 2015 to procure a contractor to write the state's grant application for the CDBG National Disaster Resiliency Competition. The competitive negotiation asked proposers to include both their rate for grant writing services as well as their rate for contract/project administration services. CPO and COT advised ECD not to include contract/project administration in the initial contract because the amount of the award, and thus the amount of funds available for project/contract administration, was not known at that time.</p> <p>The contractor successfully completed the State of Tennessee's application, resulting in the state being awarded \$44.5 million for rural development projects in West Tennessee. ECD received notice of an award in late January 2016, and HUD has given the State 60 days to begin drawing down federal funds for these projects or risk losing funding. In order to meet that deadline, ECD is required to have a contractor in place as quickly as possible to begin managing these projects and ensuring that all federal laws and regulations are being followed.</p>
<p>18. Explanation of Need for or requirement placed on the State to acquire the goods or services</p>	<p>HUD has given the State 60 days to begin drawing down federal funds for these projects or risk losing funding. In order to meet that deadline, ECD is required to have a contractor in place as quickly as possible to begin managing these projects and ensuring that all federal laws and regulations are being followed.</p>
<p>19. Proposed contract impact on current State operations</p>	<p>ECD will be able to successfully administer the 10 projects awarded funding within the timeframe provided by HUD to begin drawing down federal funds under the CDBG National Disaster Resiliency Competition grant.</p>
<p>20. Justification – Specifically explain why the goods or services should be acquired through the procurement method or contract type selected.</p>	<p>ECD procured this contractor through a competitive negotiation in July 2015. The competitive negotiation included a bid for grant writing as well as contract/project administration services. ECD entered into a contract for grant writing services with this contractor that resulted in an award of \$44.5 million for the State of Tennessee. ECD has been advised by</p>

Request Tracking #	
	CPO and COT that, in order to enter into the contract for contract/project administration services, ECD should seek approval for a sole source contract with this contractor. Additionally, the contractor has demonstrated exceptional work in securing a large grant award for the state, charges the industry standard rate for these services, has a deep knowledge of the projects the State is now tasked with administering and is ready to meet the very tight deadline that has been imposed by HUD to begin work on these projects.
For No Cost and Revenue Contracts Only	
21. What costs will the State incur as a result of this contract? If any, please explain.	
22. What is the total estimated revenue that the State would receive as a result of this contract?	
23. Could the State also contract with other parties interested in entering substantially the same agreement? Please explain.	<input type="checkbox"/> NO <input type="checkbox"/> YES
24. Summary of State responsibilities under proposed contract	
For Sole Source and Proprietary Procurements Only	
25. Explanation of Need for or requirement placed on the State to acquire the goods or services	HUD has given the State 60 days to begin drawing down federal funds for these projects or risk losing funding. In order to meet that deadline, ECD is required to have a contractor in place as quickly as possible to begin managing these projects and ensuring that all federal laws and regulations are being followed.
26. Evidence of Contractor's experience & length of experience providing the goods or services to be procured.	The contractor has been in business for 62 years and has extensive experience in managing federally funded projects. The team assigned to ECD's grant award has from 5-37 years of experience in managing federally funded projects with an average of between 15 and 20 years' experience.
27. Has the contracting agency procured the subject goods or services before? If yes, provide the method used to purchase the goods or services and the name and address of the contractor.	<input checked="" type="checkbox"/> NO <input type="checkbox"/> YES, Method: Name/Address:

Request Tracking #	
<p>28. Contractor selection process and efforts to identify reasonable, competitive, procurement alternatives</p>	<p>ECD procured this contractor via competitive negotiation in July 2015. The competitive negotiation included a bid for grant writing as well as contract/project administration services. ECD entered into a contract for grant writing services with this contractor that resulted in an award of \$44.5 million for the State of Tennessee. ECD has been advised by CPO and COT that, in order to enter into the contract for contract/project administration services, ECD should seek approval for a sole source contract with this contractor.</p>
<p>Signature Required for all Special Contract Requests</p>	
<p>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)</p> <p>Signature: <u>Randy Boyd / SR</u> Date: <u>2/4/16</u></p>	

TO: Andy Kidd, Director of Sourcing
Kevin Bartels, Staff Attorney

FROM: Elizabeth Stafford, Sourcing Analyst *ES*

DATE: February 5, 2016

SUBJECT: Special Contract Request 33004-53816

Special Contract Request 33004-53816 is a sole source request by the Department of Economic and Community Development for a sixty month contract with Stantec Consulting Services, Inc.

Last year, the Department of Housing and Urban Development held a National Disaster Resiliency Competition to award federal funds to various states. ECD worked with CPO to conduct a competitive negotiation for the grant application writing July 2015. Stantec Consulting won the bid and successfully completed the State of Tennessee's application, resulting in the state being awarded \$44.5 million for rural development projects. HUD allots 5% of awarded funds for project and contract administration services. This is the standard industry rate and the rate that Stantec charges. Stantec demonstrated exceptional work in securing a large grant award for the State. Stantec is uniquely qualified to administer the CDBG-NDR funds because they have a deep knowledge of the identified projects. Stantec has been in business for 62 years and has extensive experience managing federally funded projects. HUD has given the State 60 days to begin drawing down federal funds, or these projects risk losing funding. It is critical that ECD has a contract in place as soon as possible to avoid the loss of federal funds.

The buyer recommends this sole source, \$2,000,000, sixty month contract.

Andy T. Kidd

Digitally signed by Andy T. Kidd
DN: cn=Andy T. Kidd, o=CPO,
ou=CPO - Sourcing,
email=andy.kidd@tn.gov, c=US
Date: 2016.02.11 08:48:02 -06'00'

Director of Sourcing

Date

Kevin C. Bartels

Digitally signed by Kevin C. Bartels
DN: cn=Kevin C. Bartels, o, ou=CPO Legal,
email=Kevin.C.Bartels@tn.gov, c=US
Date: 2016.02.05 09:18:17 -06'00'

Staff Attorney

Date



CONTRACT

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

Begin Date May 18, 2016	End Date May 17, 2021	Agency Tracking # 33004-61316	Edison Record ID 49864
Contractor Legal Entity Name Stantec Consulting Services Inc.			Edison Vendor ID 6694

Goods or Services Caption (one line only)
Funds and project administration services.

Contractor <input checked="" type="checkbox"/> Contractor	CFDA #
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Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
16		\$2,000,000.00			\$2,000,000.00
TOTAL:		\$2,000,000.00			\$2,000,000.00

Contractor Ownership Characteristics:

Minority Business Enterprise (MBE): African American, Asian American, Hispanic American, Native American

Woman Business Enterprise (WBE)

Tennessee Service Disabled Veteran Enterprise (SDVBE)

Tennessee Small Business Enterprise (SBE): \$10,000,000.00 averaged over a three (3) year period or employs no more than ninety-nine (99) employees.

Other: N/A

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

Competitive Selection

Other

ECD has obtained an approved Special Contract Request in order to enter into this contract. The Joint Fiscal Review Committee approved ECD's request to enter into this contract on 2/17/2016.

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.

Janice L. Johnson 5-16-16

Speed Chart (optional)	Account Code (optional)
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**CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT
AND
STANTEC CONSULTING SERVICES INC.**

This Contract, by and between the State of Tennessee, Department of Economic and Community Development ("State") and Stantec Consulting Services Inc. ("Contractor"), is for the provision of funds and project administration services, as further defined in the "SCOPE." State and Contractor may be referred to individually as a "Party" or collectively as the "Parties" to this Contract.

The Contractor is a For-Profit Corporation.
Contractor Place of Incorporation or Organization: New York
Contractor Edison Registration ID # 6694

A. SCOPE:

- A.1. The Contractor shall provide all goods or services and deliverables as required, described, and detailed below and shall meet all service and delivery timelines as specified by this Contract.
- A.2. Under the direction of the State, the Contractor shall provide funds administration and project administration services on behalf of the State of Tennessee for grant funds awarded through the National Disaster Resilience Competition (CDBG-NDR). The Contractor shall assist the State with the administration of the funds and management of the approved projects, including, but not limited to: ensuring compliance with Davis-Bacon, National Environmental Policy Act, procurement and other federal and state requirements related to CDBG-NDR funds; management of any subawards and subrecipients; assistance with reviewing and completing drawdown requests; assistance with compliance for quarterly reporting; and project management.
- A.3. The Contractor shall provide the services described in A.2. on behalf of the State of Tennessee for the following projects:
- i. Jackson Wastewater System Improvements – three projects to repair the Miller Avenue Wastewater Treatment Plant ("MAWTP") as described below:
 - a. Influent structure replacement and peak flow management improvements at the MAWTP;
 - b. Rehabilitation of the Riverside Interceptor; and
 - c. Improvements to the potable water source and transmission line in the South Jackson Area (Bemis Area).
 - ii. Dyersburg Wastewater System Rehabilitation—rehabilitating the wastewater system to handle sanitary sewer overflows and service interruptions.
 - iii. Henning Wastewater System Rehabilitation—levee construction and upgrades to the sewer collection system in order to prevent harm to the environment.
 - iv. Mississippi River Levee Pump Installation—planning, design, and construction of a permanent stormwater pump station on the landside of the mainline Mississippi River levee.
 - v. Dyersburg Wetlands Creation and Recreation Facilities—Project to create underground detention, reconstruct wetlands, and construct a stormwater management facility/soccer complex to return the area to the floodway.
 - vi. Forked Deer River Floodplain and Waterway Restoration—Restoration of floodplain and waterway to natural state through rehabilitation streams and reintroduction of natural vegetation to decrease flood-related impacts. The addition of recreational infrastructure, such as the creation of boardwalks and trail will be included.
 - vii. Jackson Flood Control—Installation of a series of detention structures in kudzu gullies designed to mitigate flooding, reduce the volume of sediment contributed to the Forked Deer Rivers and provide biofiltration for urban runoff.
 - viii. Cold Creek Chute Restoration—Repairing the Cold Creek Chute spillway to raise the water surface elevation, including placing a riprap over spillway material.



- ix. Mississippi River Corridor Overlook—construction of an overlook at a prime location of the Mississippi River Corridor.
- x. Hazard Mapping, Assessment and Education-Partnership with University of Memphis, Vanderbilt and the Tennessee Department of Environment and Conservation to develop, analyze, store and freely distribute data to plan for and create resilient strategies. Compile data from resilience-focused studies in six different area culminating in the development of a web-based system that local government and the public can use to access study information, retrieve geospatial data and evaluate the vulnerability of infrastructure.

- A.4. **Warranty.** Contractor represents and warrants that throughout the Term of this Contract ("Warranty Period"), the goods or services provided under this Contract shall conform to the terms and conditions of this Contract. Any nonconformance of the goods or services to the terms and conditions of this Contract shall constitute a "Defect" and shall be considered "Defective." If Contractor receives notice of a Defect during the Warranty Period, then Contractor shall correct the Defect, at no additional charge.

Contractor represents and warrants that all goods or services provided under this Contract shall be provided in accordance with a mutually agreed upon schedule and professional manner, by qualified and skilled individuals, in conformity with standards generally accepted in Contractor's industry.

If Contractor fails to provide the goods or services as warranted, then Contractor will re-provide the goods or services at no additional charge. If Contractor is unable or unwilling to re-provide the goods or services as warranted, then the State shall be entitled to recover the fees paid to Contractor for the Defective goods or services.

- A.5. **Inspection and Acceptance.** The State shall have the right to inspect all goods or services provided by Contractor under this Contract. If, upon inspection, the State determines that the goods or services are Defective, the State shall notify Contractor, and Contractor shall re-deliver the goods or provide the services at no additional cost to the State. If after a period of thirty (30) days following delivery of goods or performance of services the State does not provide a notice of any Defects, the goods or services shall be deemed to have been accepted by the State.

B. TERM OF CONTRACT:

This Contract shall be effective on May 18, 2016 ("Effective Date") and extend for a period of sixty (60) 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.

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 Dollars and No/100 (\$2,000,000.00) ("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.
- C.2. **Compensation Firm.** The payment methodology in Section C.3. of this Contract shall constitute the entire compensation due the Contractor for all goods or services provided under this Contract regardless of the difficulty, materials or equipment required. The payment methodology includes all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Contractor.



- C.3. Payment Methodology. The Contractor shall be compensated based on the payment methodology for goods or services authorized by the State in a total amount as set forth in Section C.1.
- a. The Contractor's compensation shall be contingent upon the satisfactory provision of goods or services as set forth in Section A.
 - b. The Contractor shall be compensated based upon the following payment methodology:

Goods or Services Description	Amount (per compensable increment)
Level 1 Civil Scientist/Intern	\$60/hour
Level 2 Administrative	\$68/hour
Level 3 Administrative I	\$75/hour
Level 4 Administrative II – CADD Technician I –Research Technician	\$84/hour
Level 5 Administrative III – CADD Technician II – Permitting Technician	\$92/hour
Level 6 Administrative IV – CADD Technician I, II –Assistant Engineer/Scientist	\$101/hour
Level 7 CADD Technician II –Staff Engineer/Scientist I	\$109/hour
Level 8 Design Engineer – CADD Technician II, III –Staff Engineer/Scientist II	\$118/hour
Level 9 Design Engineer –CADD Technician III –Civil Designer	\$127/hour
Level 10 Project Engineer I—CADD/GIS Tech IV –Civil Designer	\$137/hour
Level 11 Project Engineer II—Civil Designer—Project Civil Designer	\$148/hour
Level 12 Associate Engineer –Project Manager I –Senior Civil Designer	\$161/hour
Level 13 Associate Engineer II—Project Manager II—Principal I	\$173/hour
Level 14 Senior Engineer—Senior Project Manager—Principal II	\$186/hour
Level 15 Senior Engineer II—Senior Project Manager—Senior Principal I	\$196/hour
Level 16 Principal Engineer—Senior Project Manager—Senior Principal II	\$216/hour
Level 17 Senior Principal Engineer –Senior Project Manager—Managing Principal	\$252/hour
Level 18 Chief Engineer/Scientist	\$294/hour
Level 19 Technical Director	\$319/hour

- C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel time, travel expenses, meals, or lodging.
- C.5. Invoice Requirements. The Contractor shall invoice the State only for goods delivered and accepted by the State or services satisfactorily provided at the amounts stipulated in Section C.3., above. Contractor shall submit invoices and necessary supporting documentation, no more frequently than once a month, and no later than thirty (30) days after goods or services have been provided to the following address:



ECD.Invoices@tn.gov

- a. Each invoice, on Contractor's letterhead, shall clearly and accurately detail all of the following 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 Economic and Community Development; Rural Development;
 - (5) Customer account number (assigned by the Contractor to the above-referenced Customer);
 - (6) Contractor name;
 - (7) Contractor Tennessee Edison registration ID number;
 - (8) Contractor contact for invoice questions (name, phone, or email);
 - (9) Contractor remittance address;
 - (10) Description of delivered goods or services provided and invoiced, including identifying information as applicable;
 - (11) Number of delivered or completed units, increments, hours, or days as applicable, of each good or service invoiced;
 - (12) Applicable payment methodology (as stipulated in Section C.3.) of each good or service invoiced;
 - (13) Amount due for each compensable unit of good or service; and
 - (14) Total amount due for the invoice period.
 - b. Contractor's invoices shall:
 - (1) Only include charges for goods delivered or services provided as described in Section A and in accordance with payment terms and conditions set forth in Section C;
 - (2) Only be submitted for goods delivered or services completed and shall not include any charge for future goods to be delivered or services to be performed;
 - (3) Not include Contractor's taxes, which includes without limitation Contractor's sales and use tax, excise taxes, franchise taxes, real or personal property taxes, or income taxes; and
 - (4) Include shipping or delivery charges only as authorized in this Contract.
 - c. The timeframe for payment (or any discounts) begins only when the State is in receipt of an invoice that 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 other matter. A payment by the State shall not be construed as acceptance of goods delivered, any part of the services 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 that is determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, to not constitute proper compensation for goods delivered or services provided.
- 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 that 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, properly completed documentation.



- a. The Contractor shall complete, sign, and present to the State the "Authorization Agreement for Automatic Deposit Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once this form is received by the State, payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee, may be made by ACH; and
- b. The Contractor shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Contractor's Federal Employer Identification Number or Social Security Number referenced in the Contractor's Edison registration information.

D. MANDATORY TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Contract until it is duly approved by the Parties and all appropriate State officials in accordance with applicable Tennessee laws and regulations. Depending upon the specifics of this Contract, this may include approvals by the Commissioner of Finance and Administration, the Commissioner of Human Resources, the Comptroller of the Treasury, and the Chief Procurement Officer. Approvals shall be evidenced by a signature or electronic approval.
- D.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. All communications, regardless of method of transmission, shall be addressed to the respective Party at the appropriate mailing address, facsimile number, or email address as stated below or any other address provided in writing by a Party.

The State:

Brooxie Carlton, Deputy Assistant Commissioner of Rural Development
Department of Economic and Community Development
312 Rosa L. Parks Ave., 26th Floor
Nashville, TN 37243
Brooxie.Carlton@tn.gov
Telephone # 615-336-2481

The Contractor:

Steven Field, Senior Principal
Stantec Consulting Services Inc.
601 Grassmere Park Rd. Suite 22
Nashville, TN 37211-3681
Phone: 615-885-1144ext 262
steven.field@stantec.com

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

- D.3. Modification and Amendment. This Contract may be modified only by a written amendment signed by all Parties and approved by all applicable State officials.
- D.4. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State or federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Contract upon written notice to the Contractor. The State's exercise of its right to terminate this Contract shall not constitute a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. If the State terminates this Contract due to lack of funds availability, the Contractor



shall be entitled to compensation for all conforming goods requested and accepted by the State and for all satisfactory and authorized services completed as of the termination date. Should the State exercise its right to terminate this Contract due to unavailability of funds, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages of any description or amount.

- D.5. Termination for Convenience. The State may terminate this Contract for convenience without cause and for any reason. The State shall give the Contractor at least thirty (30) days written notice before the termination date. The Contractor shall be entitled to compensation for all conforming goods delivered and accepted by the State or for satisfactory, authorized services completed as of the termination date. In no event shall the State be liable to the Contractor for compensation for any goods neither requested nor accepted by the State or for any services neither requested by the State nor satisfactorily performed by the Contractor. In no event shall the State's exercise of its right to terminate this Contract for convenience relieve the Contractor of any liability to the State for any damages or claims arising under this Contract.
- D.6. 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 materially violates any terms of this Contract ("Breach Condition"), the State shall have the right to immediately terminate the Contract and withhold payments in excess of compensation for completed services or provided goods. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any Breach Condition and the State may seek other remedies allowed at law or in equity for breach of this Contract.
- D.7. Assignment and Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the goods or services provided under this Contract without the prior written approval of the State. Notwithstanding any use of the approved subcontractors, the Contractor shall be the prime contractor and responsible for compliance with all terms and conditions of this Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving an assignment of this Contract in whole or in part or the use of subcontractors in fulfilling the Contractor's obligations under this Contract.
- D.8. Conflicts of Interest. The Contractor warrants that no part of the Contractor's compensation 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 under 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 (6) 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 (6) months has been, an employee of the State of Tennessee.
- D.9. 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, creed, color, religion, sex, national origin, or any other classification protected by federal or state law. The Contractor shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.10. Prohibition of Illegal Immigrants. The requirements of Tenn. Code Ann. § 12-3-309 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 agrees that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the



performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document at Attachment 1, semi-annually during the Term. If the Contractor is a party to more than one contract with the State, the Contractor may submit one attestation that applies to all contracts with the State. All Contractor 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 Term, 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 under this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work under this Contract. Attestations obtained from 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. Contractor's 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 Tenn. Code Ann. § 12-3-309 for acts or omissions occurring after its effective date.
 - e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not: (i) a United States citizen; (ii) a Lawful Permanent Resident; (iii) a person whose physical presence in the United States is authorized; (iv) allowed by the federal Department of Homeland Security and who, under federal immigration laws or regulations, is authorized to be employed in the U.S.; or (v) is otherwise authorized to provide services under the Contract.
- D.11. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, for work performed or money received under this Contract, shall be maintained for a period of five (5) 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.12. 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.13. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.14. Strict Performance. Failure by any Party to this Contract to require, in any one or more cases, 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 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.
- D.15. Independent Contractor. The Parties shall not act as employees, partners, joint venturers, or associates of one another. The Parties are independent contracting entities. Nothing in this Contract shall be construed to create an employer/employee relationship or to allow either Party 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 are not employees or agents of the other Party.
- D.16. Patient Protection and Affordable Care Act. The Contractor agrees that it will be responsible for compliance with the Patient Protection and Affordable Care Act ("PPACA") with respect to itself



and its employees, including any obligation to report health insurance coverage, provide health insurance coverage, or pay any financial assessment, tax, or penalty for not providing health insurance. The Contractor shall indemnify the State and hold it harmless for any costs to the State arising from Contractor's failure to fulfill its PPACA responsibilities for itself or its employees.

D.17. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Contract. In no event will the State be liable to the Contractor or any other party for any lost revenues, lost profits, loss of business, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Contract or otherwise. The State's total liability under this Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability. This limitation of liability is cumulative and not per incident.

D.18. Limitation of Contractor's Liability. In accordance with Tenn. Code Ann. § 12-3-701, the Contractor's liability for all claims arising under this Contract shall be limited to an amount equal to one (1) times the Maximum Liability amount detailed in Section C.1. and as may be amended, PROVIDED THAT in no event shall this Section limit the liability of the Contractor for any claims for intentional torts, criminal acts, fraudulent conduct, or acts or omissions that result in personal injuries or death.

D.19. Hold Harmless. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, and employees from and against any and all liabilities, losses, and causes of action to the extent caused by the negligent acts, errors, or omissions on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys for the State to enforce the terms of this Contract.

In the event of any suit or claim, the Parties shall give each other immediate notice and provide all necessary assistance to respond. The failure of the State to give notice shall only relieve the Contractor of its obligations under this Section to the extent that the Contractor can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Contractor, through its attorneys, the right to represent the State in any legal matter, as the right to represent the State is governed by Tenn. Code Ann. § 8-6-106.

D.20. HIPAA Compliance. The State and Contractor shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Health Information Technology for Economic and Clinical Health ("HITECH") Act and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Contract.

- a. Contractor warrants to the State that it is familiar with the requirements of the Privacy Rules, and will comply with all applicable requirements in the course of this Contract.
- b. Contractor warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of the Contract so that both parties will be in compliance with the Privacy Rules.
- c. The State and the Contractor will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and Contractor in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the parties under this Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the parties to receive or deliver the information without entering into a business associate agreement or signing another document.



- d. The Contractor will indemnify the State and hold it harmless for any violation by the Contractor or its subcontractors of the Privacy Rules. This includes the costs of responding to a breach of protected health information, the costs of responding to a government enforcement action related to the breach, and any fines, penalties, or damages paid by the State because of the violation.
- D.21. Tennessee Consolidated Retirement System. Subject to statutory exceptions contained in Tenn. Code Ann. §§ 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 under Tenn. Code Ann. §§ 8-35-101, *et seq.*, 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 Term.
- D.22. Tennessee Department of Revenue Registration. The Contractor shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Contract.
- D.23. 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:
- are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - 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;
 - 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
 - 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.

- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the Party except to the extent that the non-performing Party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, workarounds plans or other means. A strike, lockout or labor dispute shall not excuse either Party from its obligations under this Contract. Except as set forth in this Section, any failure or delay by a Party in the performance of its obligations under this Contract arising from a Force Majeure Event is not a default under this Contract or grounds for termination. The non-performing Party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the Party continues to use diligent, good faith efforts to resume performance without delay. The



occurrence of a Force Majeure Event affecting Contractor's representatives, suppliers, subcontractors, customers or business apart from this Contract is not a Force Majeure Event under this Contract. Contractor will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Contractor's performance longer than forty-eight (48) hours, the State may, upon notice to Contractor: (a) cease payment of the fees until Contractor resumes performance of the affected obligations; or (b) immediately terminate this Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Contractor will not increase its charges under this Contract or charge the State any fees other than those provided for in this Contract as the result of a Force Majeure Event.

- D.25. State and Federal Compliance. The Contractor shall comply with all applicable state and federal laws and regulations in the performance of this Contract.
- D.26. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Tennessee Claims Commission or the state or federal courts in Tennessee shall be the venue for all claims, disputes, or disagreements arising under this Contract. The Contractor acknowledges and agrees that any rights, claims, or remedies against the State of Tennessee or its employees arising under this Contract shall be subject to and limited to those rights and remedies available under Tenn. Code Ann. §§ 9-8-101 - 407.
- D.27. Entire Agreement. This Contract is complete and contains the entire understanding between the Parties relating to its subject matter, 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, whether written or oral.
- D.28. 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 of this Contract shall not be affected and shall remain in full force and effect. The terms and conditions of this Contract are severable.
- D.29. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.
- D.30. 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. any amendment to this Contract, with the latter in time controlling over any earlier amendments;
 - b. this Contract with any attachments or exhibits (excluding the items listed at subsections c. through f., below), which includes Attachment 1;
 - c. any clarifications of or addenda to the Contractor's proposal seeking this Contract;
 - d. the State solicitation, as may be amended, requesting responses in competition for this Contract;
 - e. any technical specifications provided to proposers during the procurement process to award this Contract; and
 - f. the Contractor's response seeking this Contract.
- D.31. Equal Opportunity. During the performance of this Contract, the Contractor agrees as follows:
- a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex,



sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

- (1) Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising;
- (2) Layoff or termination;
- (3) Rates of pay or other forms of compensation; and
- (4) Selection for training, including apprenticeship.

The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

- b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c. If the State approves any subcontract, the subcontract shall include paragraphs (a) and (b) above.

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, the special terms and conditions shall be subordinate to the Contract's other terms and conditions.

E.2. 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 Contractor, 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 any 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 31 U.S.C. § 1352.

E.3. Federal Funding Accountability and Transparency Act (FFATA). This Contract requires the Contractor to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Contractor is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the Contractor provides information to the State as required.

The Contractor shall comply with the following:



- a. Reporting of Total Compensation of the Contractor's Executives.
- (1) The Contractor shall report the names and total compensation of each of its five most highly compensated executives for the Contractor's preceding completed fiscal year, if in the Contractor's preceding fiscal year it received:
- i. 80 percent or more of the Contractor's annual gross revenues from federal procurement contracts and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - ii. \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and subawards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
- As defined in 2 C.F.R. § 170.315, "Executive" means officers, managing partners, or any other employees in management positions.
- (2) Total compensation means the cash and noncash dollar value earned by the executive during the Contractor's preceding fiscal year and includes the following (for more information see 17 C.F.R. § 229.402(c)(2)):
- i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R). Shared Based Payments.
 - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - v. Above-market earnings on deferred compensation which is not tax qualified.
 - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
- b. The Contractor must report executive total compensation described above to the State by the end of the month during which this Contract is awarded.
- c. If this Contract is amended to extend the Term, the Contractor must submit an executive total compensation report to the State by the end of the month in which the term extension becomes effective.
- d. The Contractor will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this Contract. More information about obtaining a DUNS Number can be found at: <http://fedgov.dnb.com/webform/>



The Contractor's failure to comply with the above requirements is a material breach of this Contract for which the State may terminate this Contract for cause. The State will not be obligated to pay any outstanding invoice received from the Contractor unless and until the Contractor is in full compliance with the above requirements.

IN WITNESS WHEREOF,

STANTEC CONSULTING SERVICES INC.:

Steven F. Field 05/12/2016
CONTRACTOR SIGNATURE DATE

Steven F. Field Senior Principal
PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT:

Randy Boyd 5/13/2016
RANDY BOYD, COMMISSIONER DATE



ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

SUBJECT CONTRACT NUMBER:	
CONTRACTOR LEGAL ENTITY NAME:	<i>Startec Consulting Services Inc.</i>
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.

CONTRACTOR SIGNATURE

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Contractor. Attach evidence documenting the individual's authority to contractually bind the Contractor, unless the signatory is the Contractor's chief executive or president.

Steven F. Field Senior Principal

PRINTED NAME AND TITLE OF SIGNATORY

05/12/2016

DATE OF ATTESTATION