



**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

December 22, 2016

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

RE: River Marine Services, Inc.
Contract to operate the Benton-Houston Ferry across the Tennessee River

Committee Members,

The referenced contract provides for the operation and maintenance for the Benton-Houston ferry across the Tennessee River for the Tennessee Department of Transportation (TDOT). The Contractor has operated this ferry since 1988 at which time the contract was advertised for bid but River Marine Services, Inc. was the only company that submitted a bid for these services. The contract has been renewed every five (5) years since 1988 as a Sole Source Contract.

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

1. Supplemental Documentation Required for Fiscal Review Committee form.
2. A copy of the approved Special Contract Request approving the Sole Source Procurement Method with documentation attached showing TDOT's attempt to locate another possible contractor.
3. A copy of the proposed Summary Sheet.
4. A copy of the proposed Contract to be signed by River Marine Services, Inc. and the Department of Transportation.

Please advise if you have any questions or comments.

Sincerely,


John C. Schroer
Commissioner

Supplemental Documentation Required for
Fiscal Review Committee

*Contact Name:	Alan Durham	*Contact Phone:	615-741-5616		
*Presenter's name(s):	Paul Degges and Brian Carroll				
Edison Contract Number: <i>(if applicable)</i>		RFS Number: <i>(if applicable)</i>	40100-05017		
*Original or Proposed Contract Begin Date:	7/1/17	*Current or Proposed End Date:	6/30/22		
Current Request Amendment Number: <i>(if applicable)</i>	N/A				
Proposed Amendment Effective Date: <i>(if applicable)</i>	N/A				
*Department Submitting:	Department of Transportation				
*Division:	Maintenance				
*Date Submitted:	January 4, 2017				
*Submitted Within Sixty (60) days:	Yes				
<i>If not, explain:</i>	N/A				
*Contract Vendor Name:	River Marine Services, Inc.				
*Current or Proposed Maximum Liability:	\$3,350,000.00				
*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: 2018	FY: 2019	FY: 2020	FY: 2021	FY: 2022	FY
\$670,000.00	\$670,000.00	\$670,000.00	\$670,000.00	\$670,000.00	\$
*Current Total Expenditures by Fiscal Year of Contract: (attach backup documentation from Edison)					
FY:	FY:	FY:	FY:	FY	FY
\$	\$	\$	\$	\$	\$
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:	N/A				
IF Contract Expenditures exceeded Contract Allocation, please give the reasons and explain how funding was acquired to pay the overage:	N/A				
*Contract Funding Source/Amount:					
	\$3,350,000.00	Federal:			N/A

Supplemental Documentation Required for
Fiscal Review Committee

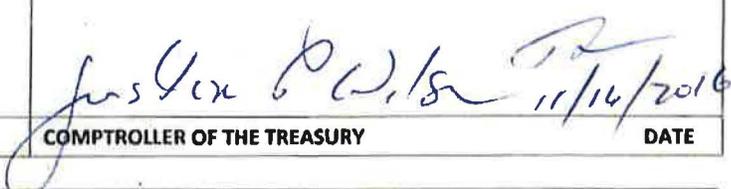
State:			
<i>Interdepartmental:</i>	N/A	<i>Other:</i>	N/A
If “ <i>other</i> ” please define:		N/A	
If “ <i>interdepartmental</i> ” please define:		N/A	
Dates of All Previous Amendments or Revisions: <i>(if applicable)</i>		Brief Description of Actions in Previous Amendments or Revisions: <i>(if applicable)</i>	
N/A		N/A	
Method of Original Award: <i>(if applicable)</i>		Sole Source	
*What were the projected costs of the service for the entire term of the contract prior to contract award? How was this cost determined?		a. \$3,350,000.00 b. phone and email discussions with the Contractor as to prices of gasoline, parts and payroll costs	
*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.		None	

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 style="text-align: center;">APPROVED</p> <div style="display: flex; align-items: center;"> <div style="flex: 1;"> <p style="font-size: 1.2em; margin: 0;">Michael F. Perry -AK</p> </div> <div style="flex: 1; font-size: 0.8em; margin-left: 10px;"> <p>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: 2016.11.15 14:11:59 -0600</p> </div> </div>	<p style="text-align: center;">APPROVED</p> <div style="text-align: center; margin-top: 20px;">  <p>Justin Wilson 11/16/2016</p> </div>
<p>CHIEF PROCUREMENT OFFICER DATE</p>	<p>COMPTROLLER OF THE TREASURY DATE</p>

Request Tracking #	40100-05017
1. Contracting Agency	Department of Transportation (TDOT)
2. Type of Contract or Procurement Method	<input type="checkbox"/> No Cost <input type="checkbox"/> Revenue <input checked="" type="checkbox"/> Sole Source <input type="checkbox"/> Proprietary <input type="checkbox"/> Competitive Negotiation <input type="checkbox"/> Other _____
3. Requestor Contact Information	Lyn Brown ASA 2/Rest Area Coordinator Phone 615-532-3452 Fax 615-532-5995
4. Brief Goods or Services Caption	Ferry service across Tennessee River between Benton and Houston Counties, TN
5. Description of the Goods or Services to be Acquired	This contract will replace the current contract due to expire 06/30/16. This is the only way for anyone to get across the river at McKinnon as there is no bridge at this location and the cost to build a bridge would be more expensive than the ferry service. It is estimated that a person would have to go 68 miles out of their way.
6. Proposed Contractor	River Marine Services, Inc.

Request Tracking #	40100-05017
7. Name & Address of the Contractor's principal owner(s) – NOT required for a TN state education institution	H. Paul, Ritchie, President P. O. Box 3524, Clarksville, TN 47043
8. Proposed Contract Period – with ALL options to extend exercised The proposed contract start date shall follow the approval date of this request.	60 months
9. Office for Information Resources Pre-Approval Endorsement Request – information technology (N/A to THDA)	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached
10. eHealth Pre-Approval Endorsement Request – health-related professional, pharmaceutical, laboratory, or imaging	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached
11. Human Resources Pre-Approval Endorsement Request – state employee training	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached
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.	<input checked="" type="checkbox"/> NO <input type="checkbox"/> YES,
13. Maximum Contract Cost – with ALL options to extend exercised	\$3,350,000.00
14. Was there an initial government estimate? If so, what amount?	<input checked="" type="checkbox"/> NO <input type="checkbox"/> YES, \$
15. Cost Determination Used- How did agency arrive at the estimate of expected costs?	Discussion with Contractor, estimate of possible repairs and inflation.
16. Explanation of Fair and Reasonable Price- Explain how agency determined that price is fair and reasonable	Internet search for cost of repairs and inflation.
17. Documentation of Discussions with Contractor- How did agency document discussions with Contractor? Attach documentation to this request as applicable.	Phone calls, internet search for cost of repairs and inflation according to US Government
18. Explanation of Need for or requirement placed on the State to acquire the goods or services	This is the only way for anyone to get across the river at McKinnon as there is no bridge at this location and the cost to build a bridge would be more expensive than the ferry service. It is estimated that a person would have to go 68 miles out of their way.
19. Proposed contract impact on current State operations	None
20. Justification – Specifically explain why the goods or services should be acquired through the procurement method or contract type selected.	After a search of the internet, TDOT believes there is no other company in the State of Tennessee interested in operating this ferry nor has the experience that this company has in operating this ferry.
For No Cost and Revenue Contracts Only	
21. What costs will the State incur as a result of this contract? If any, please explain.	

Request Tracking #	40100-05017
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	This is the only way for anyone to get across the river at McKinnon, TN as there is no bridge at this location and the cost to build a bridge would be more expensive than the ferry service. It is estimated that a person would have to go 68 miles out of their way.
26. Evidence of Contractor's experience & length of experience providing the goods or services to be procured.	We have another contract with River Marine who also operates the Cumberland City Ferry. River Marine has operated both ferries since 1988.
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 type="checkbox"/> NO <input checked="" type="checkbox"/> YES, Method: Sole Source Name/Address: River Marine Services, Inc. P.O. Box 3524, Clarksville, TN 47043
28. Contractor selection process and efforts to identify reasonable, competitive, procurement alternatives	In an internet search only three names were found for ferry operation. In Tennessee. River Marine Services, Inc., Shelby County Port Commission and Stam Marine Enterprises. Both Shelby County Port Commission and Stam Marine Enterprises are an inland water passage transportation companies that do not operate a ferry such as operated by River Marine Services, Inc. for this location.

Signature Required for all Special Contract Requests

Request Tracking #	40100-05017		
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)			
Signature:		Date:	

**TO: Director of Sourcing
Staff Attorney - Sourcing**

FROM: Chris Benson, Sourcing Account Specialist

DATE: November 9, 2016

SUBJECT: Recommendation of Special Contract Request CY16-7639

Chris Benson

Digitally signed by Chris Benson
DN: cn=Chris Benson, o=Cent of
Procurement Office, ou=Sourcing
Account Specialist, email=chris.benson@tn.gov, c=US
Date: 2016.11.09 14:29:23 -0500

Tennessee Department of Transportation (TDOT) is requesting a sole-source, sixty (60) month contract with River Marine Services Inc. for ferry service across the Tennessee River between Houston and Benton counties. River Marine Services has operated this ferry service since 1988. The ferry service is less costly than constructing a new bridge and saves travelers a 68 mile commute to cross the river. After completing industry research, TDOT determined that River Marine Services is the only vendor in Tennessee that is qualified to operate this ferry service. Additional information and research is attached to this request.

Because River Marine Services Inc. is the only vendor that can meet this need, I, Chris Benson, recommend approval of this sole source request.

**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: 2016.11.15 14:11:46 -06'00'

Director of Sourcing

Date

Kevin C. Bartels

Digitally signed by Kevin C. Bartels
DN: cn=Kevin C. Bartels, o=CPO, ou,
email=Kevin.C.Bartels@tn.gov, c=US
Date: 2016.11.10 10:02:57 -06'00'

Staff Attorney – Sourcing

Date

Stam Marine Enterprises (/c/mmjrzb5/stam-marine-enterprises)

1630 Tar Hill Road
Dyersburg, TN 38024
Ad



U.S. Trust ISO Investment Strategy Overview For High Net Worth Investors. Read Now.

www.ustrust.com/ISO

 (731) 285-0390 (tel:7312850390)

 [Map \(/cmap/mmjrzb5/stam-marine-enterprises\)](/cmap/mmjrzb5/stam-marine-enterprises)

[Own This Business?](#)

Stam Marine Enterprises

A privately held company in Dyersburg, TN. *Is this your business? Claim This Profile*

More Details for Stam Marine Enterprises

Categorized under Ferries. Our records show it was established in 1999 and incorporated in Tennessee. Current estimates show this company has an annual revenue of 140000 and employs a staff of approximately 2.

Company Contacts

Is this your business? Claim This Profile



Marine Stam (/cs/mmjrzb5/stam-marine-enterprises?
q=stam+marine+enterprises+Dyersburg+Tennessee&cx=000513454314247386359%
3Aarvxicegnim&cof=FORID%3A10&type=contacts)
Principal

Search for more contacts (/cs/mmjrzb5/stam-marine-enterprises?
q=stam+marine+enterprises+Dyersburg+Tennessee&cx=000513454314247386359%3Aarvxicegnim&cof=FORID%
3A10&type=contacts)

Online Visibility Report

The Full Report for Stam Marine Enterprises is Now Available. Local online listings for Stam Marine Enterprises have ERRORS.

Sites Scanned 60+

Errors Found [Unlock free report](#) 

Missing Info [Unlock free report](#) 

Business Credit Score [View Business Credit Score \(/build/c/mmjrzb5?seed=credit\)](/build/c/mmjrzb5?seed=credit) 

Business Information

Location Type Single Location

Year Established 1999

Annual Revenue Estimate 140000

Employees 2

SIC Code 4482, Ferries

NAICS Code 483212, Inland Water Passenger Transportation

Business Categories Ferries in Dyersburg, TN
(/mb_55_B51E2000_JS7/ferries/dyersburg_tn)
Ferries
Ferry Operation

Business Phone (731) 285-0390

More Businesses Like This

Shelby County Port Commission (/c/mm2t155/shelby-county-port-commission)
Ferries in Memphis, TN

Ship Island Excursions (/c/mm45kr8/ship-island-excursions)
Ferries in Gulfport, MS

Biloxi Pops Ferry (/c/mbnd951/biloxi-pops-ferry)
Ferries in Biloxi, MS

Rp Pops Ferry LLC (/c/mt4fmwk/rp-pops-ferry-llc)
Ferries in Ocean Springs, MS

Miranda Boone (/c/mryhx12/miranda-boone)
Ferries in Danville, KY

Browse By Categories

Ferries
in Dyersburg, TN (/mb_55_B51E2000_JS7/ferries/dyersburg_tn)

1



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INTERNATIONAL PORT OF MEMPHIS

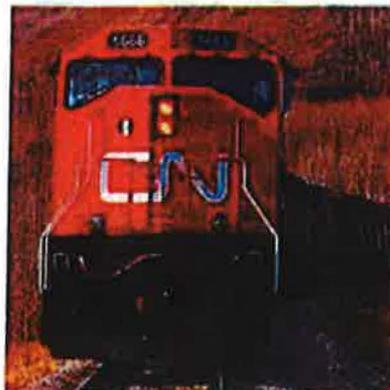
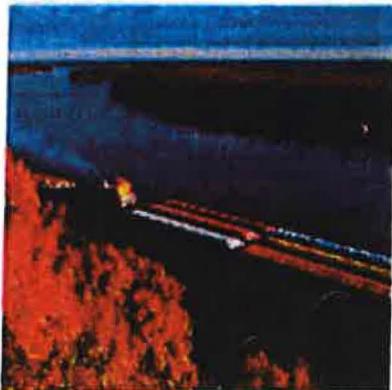
Where the River Meets the Road, Runway and Rail

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The International Port of Memphis is the second largest inland port on the shallow draft portion of the Mississippi River, and the 5th largest inland port in the United States.

**THE PORT OF MEMPHIS IS EQUIPPED FOR HEAVY
INTERMODAL TRANSPORTATION**

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HISTORY OF THE PORT

ABOUT

History

Impact Study

Staff

Vital Stats

The Mid-South's best kept industrial and economic secret is The International Port of Memphis.

The Presidents Island concept was conceived out of the transportation boom created by World War I and World War II. Prior to that time, Memphis, like many other river cities, conducted its commerce on the riverfront closest to the downtown business area. With the advent of large capacity modes of transportation such as barges and tractor trailer trucks and the need for mass production and movement of that material caused by wars, it quickly became evident that a cobblestone riverfront was not sufficient to handle the quantity of material to be moved.

Therefore, in 1946, the city and county governments joined forces to develop a concept and find a location to fulfill the concept. The concept was to develop a flood free industrial area with access to the river that was isolated from downtown but not too distant. The area also needed to be separated from residential properties if at all possible. With the concept in mind, a location was looked for and found south of downtown Memphis on Presidents Island.

Presidents Island was then the largest island on the Mississippi River system at over 7,500 acres. Critical portions of the Island properties were purchased by both the City of Memphis and Shelby County. However, the island was still in the flood plain. To solve this problem, the local authorities, with the help of Senator McKeller, enlisted the help of the United States Government with the assistance of the U.S. Army Corps of Engineers. Therefore, in 1947, the Tennessee Harbor chute project officially began.

The solution to the problem was to dredge a closure dam from the shore to the island while dredging an 8-mile long industrial harbor on the now slack waterside of the island. The material from the harbor dredging was placed on the island to create a 1,000-acre water fronted industrial park raised to a flood free elevation. The industrial area was subsequently completed in 1951.

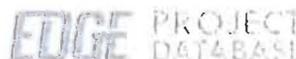


HOME ABOUT NEWS RFP'S PROJECTS INDUSTRIES CONTACT

1115 RIVERSIDE BLVD. | MEMPHIS TENNESSEE 38106-2504
PHONE: 901-948-4422 | FAX: 901-775-9819



ECONOMIC DEVELOPMENT
GROWTH ENGINE
FOR THE REGION'S FUTURE



REGIONAL ECONOMIC
DEVELOPMENT PLAN

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Ferry Services - TN.Gov

https://www.tn.gov/doi/topic/ferry-services

The Benton-Houston ferry runs across the Tennessee River between Benton and Houston Counties. It's located approximately 2.35 miles west of McKinnon in...

Cumberland City Ferry - TN.Gov

https://www.tn.gov/doi/article/ferry-services-cumberlandcityferry

Pallence, the state's new ferry barge, along with her new landings and floating... The new ferry barge will allow an increase in the number of vehicles that may...

Cumberland City ferry - Cumberland City, Tennessee - Ferry & Boat ...

https://www.facebook.com/Places/CumberlandCity,Tennessee/Ferry&Boat

Rating: 5 - 3 votes

Phone: (831) 827-2322 Address: TN-46; Cumberland City, Tennessee 37050

The last Ferry in Middle Tennessee - Cumberland City, TN - YouTube

https://www.youtube.com/watch?v=88WjqYPDTGY

Jan 26, 2014 - Uploaded by Brent Moore

There aren't as many ferries as there used to be. If they're not popular, they go away. If they're too popular...

Helms Ferry | Tennessee River Valley Geotourism MapGuide

www.tennesseevalleygeotourism.org/content/...ferry/tenC292901B692E87654

One of the last operating ferries in East Tennessee, this ferry connects portions of Union County that are separated by the Powell River. Prior to the building of...

- Union County connections

Ferries | Entries | Tennessee Encyclopedia

tennesseencyclopedia.net/Entries

Dec 25, 2009 - By Martha Carver, Tennessee Department of Transportation... Ferry boats, operated by individuals or corporations, soon appeared at major...

- history of ferries

Images for Tennessee ferry boats

Report images



More images for Tennessee ferry boats

List of crossings of the Tennessee River - Wikipedia

https://en.wikipedia.org/wiki/List_of_crossings_of_the_Tennessee_River

This is a list of bridges and other crossings of the Tennessee River from the Ohio River... Eggner Ferry Bridge (reopened May, 2012, after being closed 4 months after being struck by a ship), US 88 / KY 80 36°46'21"N 88°07'13"W

The Star of Knoxville - Tennessee River Boat Company is owner

tnriverboat.com/

Cruise the Tennessee River on this paddlewheeler with a capacity 325 passengers, equipped with two bars, a dance floor, band stage, and facilities for elegant...

- not a ferry across river but up down river

United States Ferry Map

www.howderfamily.com/travel/united_states_ferry_map.html

May 31, 2015 - Cumberland City Ferry, Cumberland River, Cumberland City, TN... Monhegan Boat Line, Muscongus Bay, Port Clyde, ME, Monhegan Island,

Car/Driver Ferry to Victoria - Cheap Ferry Service to Canada

www.cohoferry.com/FerryToVictoria (877) 601-3670

\$84 US - 90 Minutes to Victoria Book Your Reservation Online or by Phone Today Vehicle and Walk-on Ship Hotel + Breakfast + Ferry Exclusive Hotel Packages Hotel + Ferry For \$70pp Christmas Magic Packages Fall Savings in Victoria

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Searches related to Tennessee ferry boats

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San Francisco Bay Ferry

https://sanfranciscobayferry.com/

Provides fast ferry services to nine terminals in the area. Includes schedules and dock locations California

Isle au Haut Boat Services

- located in Stonington, Maine

www.isleauhaut.com/

Providing mail and ferry service to the island. Schedule, rates, maps and is searching for local news to add

Inter Island Boat Services | Ferry to BVI from St. Thomas & St. John, British Virgin Islands

British Virgin Islands

www.interislandboatservices.com/

Ferry and Charter Services from St. Thomas & St. John to Tortola, Jost Van Dyke, Virgin Gorda and Anegada British Virgin Islands daily

WSDOT - Ferries

- located state of Washington

www.wsdot.wa.gov/ferries/

2 days ago - Welcome to the Washington State Ferries. Current Schedule Fall Schedule 2016 (PDF) FM/S Two-Boat Schedule (PDF) Route Maps: Where we sail (PDF) Getting to Your PT/Coup - Reminder - No Ferry Service Nov

Ferry - Wikipedia

https://en.wikipedia.org/wiki/Ferry

A ferry is a merchant vessel used to carry passengers, and sometimes vehicles and cargo as well. See Experiment (horse powered boat). There are also several commuter passenger ferry services operated in major cities, such as Metro Transit.

MBTA Commuter Boat Service > Schedules and Maps for Boat and ...

- Massachusetts

www.mbta.com/schedules_and_maps/boats/

MBTA Boat and Ferry service information, schedules, maps, and fares

Kelleys Island Ferry Boat Line providing passenger transportation ...

- Marblehead, Ohio

www.kelleysislandferry.com/

The Kelleys Island Ferry Boat Line offers the only daily transport service for passengers and automobiles across Lake Erie to Kelleys Island with a short ...

Sausalito - Golden Gate Ferry

- San Francisco, Calif.

goldengateferry.org/Ferry Schedules

Golden Gate Ferry > Ferry Schedules > Sausalito Ferry. Connecting Golden Gate Transit & Marin Transit Bus Service - see Routes 2, 17, 30, 61, 66, 71X, 92

Ferry Schedules - Golden Gate Ferry

- San Francisco, Calif.

goldengateferry.org/schedules/

... Schedules No service Thanksgiving, Christmas, & New Year's Days. Giants Baseball Ferry Service. Printable PDF of Ferry Schedules: Effective thru Dec

Boston Ferry Service & Commuter Boats | Boston Harbor Cruises

- Massachusetts

www.bostonharborcruises.com/commuters/

Currently the exclusive provider of year-round commuter services in Massachusetts Bay, BHC operates MBTA commuter boats that carry thousands of

Searches related to ferry boat services

ferry schedule

ferry definition

bc ferries

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benton-houston ferry

Victoria Home 4 Find Friends



Benton-Houston Ferry

5.0 ★ 2 public ratings

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This will help people find this place

(931) 721-2776

Email

http://www.tdol.state.tn.us/maintenance/ferryser

Ignore Save

ABOUT



Address State Route 147, McGinnon, Tennessee 37175
Big Sandy, Tennessee 38221

Phone (931) 721-2776

Website http://www.tdol.state.tn.us/maintenance/

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REVIEWS



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Claire DeVaughan —
Like Comment about 5 months ago 4 Reviews



Cory Cothran —
Like Comment about 3 years ago 185 Reviews

Posts about Benton-Houston Ferry

Betty Olays Olays feeling blessed with Daniel Aguilera and 3 others at Benton-Houston Ferry
August 21 Big Sandy

QUE BENDICION
RUMBO A LA ISLA DEL PELICANO
See Translation



280 Views

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13

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Betty Olays Olays Tan bella mi reina mossie al voy a victarleea Lorena Montea Olays
See Translation
August 21 at 5:39pm Edited

Daniel Aguilera

1 August 21 at 5:42pm

Claudia Liliana Guzman Arango Uy mi pastora se internacionalizo espero ande con camplos
See Translation
1 August 21 at 6:01pm

Betty Olays Olays Por su puseo que el Claudia Liliana Guzman Arango
See Translation
August 21 at 6:05pm

PC Clavier added 5 new photos — at Benton-Houston Ferry
June 19 Big Sandy

- Danielle Hassinger
- Jamaica Marie Howard
- Mary Emery
- Debra K Burd 7h
- Tiffney Hassinger 3m
- William Hassinger 1h
- Bryan Munky Hassel 54m
- Abby Potter 3h
- Gladys Ayers Quare 3m
- Rebecca Brakefield 1h
- Rachel Hodges Wood 18m
- Michelle Moore Get 34m
- Kellie Hassinger Smith 1m
- Candace Hassinger 21m
- R Heene Fetterolf 10h
- Sharon Lalgay 1h
- Peggy Richard Steph 2h
- GI Hassinger 10h
- David Corbett 40m

Search

Ferry Services

James K. Polk Bulding, Suite 400
 Nashville, TN 37243
 Phone: 615.741.2027
 Fax: 615.532.5995

The State of Tennessee is responsible for the operation of two ferries:

- The Benton-Houston ferry runs across the Tennessee River between Benton and Houston Counties. It's located approximately 2.35 miles west of McKinnon in Houston County on State Route 147.
- The Cumberland City Ferry operates across the Cumberland River. It's located in Cumberland City on State Route 46 in Stewart County.

The ferries (tugs and barges) are owned by the State of Tennessee and operated by River Marine Service, Inc., located in Clarksville, Tennessee. The contractor operates the ferries 365 days per year. Captains and deckhands have the required state, federal and USCG certifications and licenses to perform their duties.



HOURS OF OPERATION:

Monday thru Friday - 5:30 a.m. to 6:00 p.m. local time

Saturday and Sunday - 6:00 a.m. to 6:00 p.m. local time

CROSSING FEES:

Automobile, passengers and driver	\$1.00
Automobile trailer in county	\$0.75
Automobile trailer out of county	\$1.50
Person, each on foot	\$0.50
Truck or bus (under 1 ton capacity)	\$1.00
Truck or bus (over 1 ton capacity)	\$4.00

Truck trailer or bus trailer (fee in addition to towing vehicle)	\$3.00
Motorcycle and driver in county	\$0.75
Motorcycle and driver out of county	\$1.00
At Benton-Houston Ferry residents of Houston, Benton, Stewart and Henry Counties	\$0.75
At Cumberland City residents of Montgomery, Stewart and Houston Counties	\$0.75

*All official government vehicles are exempt from paying any crossing fee.





Algiers/Canal St. Ferry [VIDEO!]	Mississippi River	Algiers, LA	New Orleans, LA
Anderson Ferry	Ohio River	Constance, KY	Cincinnati, OH
Augusta Ferry	Ohio River	Augusta, KY	Higginsport, OH
Balboa Island Ferry	Newport Bay	Balboa Island, CA	Balboa, CA
Bald Head Island Ferry	Cape Fear River	Bald Head Island, NC	Southport, NC
Bayview - Aurora Ferry	Pamlico River	Bayview, NC	Aurora, NC
Beaver Island Ferry [PHOTOS!]	Lake Michigan	Charlevoix, MI	Beaver Island, MI
Belle Chasse Ferry [VIDEO!]	Mississippi River	Belle Chasse, LA	Scarsdale, LA
Bemus Point Ferry	Chautauqua Narrows	Bemus Point, NY	Stow, NY
Block Island Express	Block Island Sound	New London, CT	Block Island, RI
Blue & Gold - Alameda Bay	San Francisco Bay	San Francisco, CA	Alameda, CA
Blue & Gold - Oakland Bay	San Francisco Bay	San Francisco, CA	Oakland, CA
Blue & Gold - Tiburon Bay	San Francisco Bay	San Francisco, CA	Tiburon, CA

Blue & Gold, Wharf - Oakland	San Francisco Bay	San Francisco, CA	Oakland, CA
Blue & Gold, Wharf - Sausalito	San Francisco Bay	San Francisco, CA	Sausalito, CA
Blue & Gold, Wharf - Tiburon	San Francisco Bay	San Francisco, CA	Tiburon, CA
Blue & Gold, Wharf - Vallejo	San Francisco Bay	San Francisco, CA	Vallejo, CA
Bois Blanc Ferry	Lake Huron	Cheboygan, MI	Bois Blanc Isle, MI
Boston - Provincetown	Cape Cod Bay	Boston, MA	Provincetown, MA
Bridgeport & Port Jefferson	Long Island Sound	Bridgeport, CT	Port Jefferson, NY
Brussels Ferry	Illinois River	Grafton, IL	St. Charles Co., MO
Buena Vista Ferry	Willamette River	Polk Co., OR	Marion Co., OR
Cameron Ferry	Calcasieu River	Cameron, LA	W. of Cameron, LA
Canby Ferry	Willamette River	Canby, OR	Wilsonville, OR
Canton Ferry	Mississippi River	Canton, MO	Meyer, IL
Cape May-Lewes Ferry	Delaware Bay	Cape May, NJ	Lewes, DE
Captain Eulice	Chesapeake Bay	Onancock, VA	Tangier Island, VA
Carter Ferry	Missouri River	Carter, MT	Carter, MT
Cassville Car Ferry [VIDEO1]	Mississippi River	Cassville, WI	Millville, IA
Catalina Classic Cruises	San Pedro Channel	Avalon, CA	San Pedro, CA
Catalina Explorer Ferry	San Pedro Channel	Avalon, CA	Long Beach, CA
Catalina Express	San Pedro Channel	Avalon, CA	Dana Point, CA

Catalina Express	San Pedro Channel	Avalon, CA	San Pedro, CA
Catalina Express	San Pedro Channel	Two Harbors, CA	San Pedro, CA
Catalina Express	San Pedro Channel	Avalon, CA	Long Beach, CA
Catalina Express	San Pedro Channel	Avalon, CA	Long Beach, CA
Catalina Flyer	San Pedro Channel	Avalon, CA	Newport Beach, CA
Catalina Marina Del Ray Flyer	San Pedro Channel	Avalon, CA	Marina Del Ray, CA
Catalina Marina Del Ray Flyer	San Pedro Channel	Two Harbors, CA	Marina Del Ray, CA
Cave-in-Rock Ferry	Ohio River	Cave-in-Rock, IL	Marion, KY
Cedar Island/Ocracoke Ferry	Pamlico Sound	Cedar Island, NC	Ocracoke, NC
Champion's Auto Ferry	St. Clair River	Harsens Island, MI	Algonac, MI
Cherry Branch/Minnesott Ferry	Neuse River	Cherry Branch, NC	Minnesott, NC
Chesapeake Breeze [PHOTOS!]	Chesapeake Bay	Reedville, VA	Tangier Island, VA
Cliff Island Ferry	Casco Bay	Portland, ME	Cliff Island, ME
Crisfield/Eastern Shore Ferry	Chesapeake Bay	Crisfield, MD	Ewell, Smith Island, MD
Cross Sound Ferry	Long Island Sound	New London, CT	Orient Point, NY
Cross-Gulf Route	Gulf of Alaska	Prince Rupert, AK	Whittier, AK
Cumberland City Ferry	Cumberland River	Cumberland City, TN	Throckmorton, TN
Cumberland River Ferry	Cumberland River	Tompkinsville, KY	Hwy 100 - Coe, KY
Currituck/Knotts Island Ferry	Currituck Sound	Currituck, NC	Knotts Island, NC
Cuttyhunk Ferry	Buzzards Bay	New Bedford, MA	Cuttyhunk Island, MA
Dorena-Hickman Ferry [VIDEO!]	Mississippi River	Dorena, MO	Hickman, KY

Drummond Island Ferry	St. Mary's River	De Tour, MI	Drummond Island, MI
Dry Tortugas Ferry [VIDEO]	Florida Strait	Key West, FL	Dry Tortugas N.P., FL
Duty/Enterprise Ferry	Quachita River	Duty, LA	Duty, LA
East River Ferry	East River	Various NYC	Various NYC
Edgard/Reserve Ferry	Mississippi River	Edgard, LA	Reserve, LA
Edmonds/Kingston Route	Puget Sound	Edmonds, WA	Kingston, WA
Elwell Ferry	Cape Fear River	Carvers, NC	Kelly, NC
F1 Route	Boston Harbor	Hingham, MA	Boston, MA
F2 Route	Dorchester Bay	Quincy, MA	Boston, MA
F2H Route	Dorchester Bay	Hull, MA	Boston, MA
F4 Route	Boston Harbor	Charlestown, MA	Boston, MA
Fauntleroy/Southworth Route	Puget Sound	Fauntleroy, WA	Southworth, WA
Fauntleroy/Vashon Route	Puget Sound	Fauntleroy, WA	Vashon, WA
Ferry Wahkiakum [VIDEO]	Columbia River	Puget Island, WA	Westport, OR
Fire Island Ferries	Great South Bay	Bay Shore, NY	Fire Island, NY
Fishers Island Ferry	Fishers Island Sound	Fishers Island, NY	New London, CT
Fort Gates Ferry	Saint Johns River	S. of Welaka, FL	NE of Salt Springs, FL
Fredericksburg Ferry (Closed?)	Gasconade River	Fredericksburg, MO	Hermann, MO area
Fredericktown Ferry	Monongahela River	Fredericktown, PA	Labelle, PA
Freedom Cruise Line	Nantucket Sound	Harwich Port, MA	Nantucket, MA
Frenchboro Ferry	Blue Hill Bay	Bass Harbor, ME	Frenchboro, ME
		Galveston, TX	Port Bolivar, TX

Galveston-Port Bolivar Ferry	Galveston Bay		
Gees Bend Ferry	Alabama River	Gees Bend, AL	Camden, AL
Gifford-Inchelium Ferry	Columbia River	Gifford, WA	Inchelium, WA
Golden Eagle Ferry	Mississippi River	Golden Eagle, IL	Kampville, MO
Golden Gate Ferry - Larkspur	San Francisco Bay	San Francisco, CA	Larkspur, CA
Golden Gate Ferry - Sausalito	San Francisco Bay	San Francisco, CA	Sausalito, CA
Governors Island Ferry	New York Harbor	Governors Is., NYC	Battery Park, NYC
Grand Portage - Isle Royale	Lake Superior	Grand Portage, MN	Windigo, Isle Royale, MI
Great Chebeague Island Ferry	Casco Bay	Portland, ME	Great Chebeague Island, ME
Great Diamond Island Ferry	Casco Bay	Portland, ME	Great Diamond Island, ME
Green River Ferry [VIDEO1]	Green River	Mammoth Cave, KY	Mammoth Cave, KY
Gretna/Canal St. Ferry	Mississippi River	New Orleans, LA	Gretna, LA
Guemes Island Ferry	Puget Sound	Guemes Island, WA	Anacortes, WA
Hadlyme Ferry	Connecticut River	Chester, CT	Hadlyme, CT
Harbor Park Ferry	Elizabeth River	Portsmouth, VA	Norfolk, VA
HarborLink Ferry	Hampton Roads	Hampton, VA	Norfolk, VA
Hatteras/Ocracoke Ferry [VIDEO1]	Pamlico Sound	Hatteras, NC	Ocracoke, NC
Hatton Ferry	James River	Albemarle Co., VA	Buckingham Co., VA
Helms Ferry	Powell River	Sharps Chapel, TN	Sharps Chapel, TN
Houchins Ferry	Green River		

		Mammoth Cave, KY	Mammoth Cave, KY
Houston-Benton Ferry	Tennessee River	Danville, TN	Faxon, TN
Hy-Line	Vineyard Sound	Hyannis, MA	Martha's Vineyard, MA
Inside Passage/SE Alaska	Inside Passage	Prince Rupert, AK	Skagway, AK
Inter-Island Ferry	Lake Erie	Kelleys Island, OH	Put-in-Bay, OH
Inter-Island Ferry - Northern	Inside Passage	Ketchikan, AK	Hollis, AK
Inter-Island Ferry - Southern	Inside Passage	South Mitkof, AK	Coffman Cove, AK
Inter-Island Nantucket Ferry	Nantucket Sound	Martha's Vineyard, MA	Nantucket, MA
Ironton Ferry	Lake Charlevoix	Ironton, MI	Ironton, MI
Island Queen	Vineyard Sound	Falmouth, MA	Martha's Vineyard, MA
Isle Royale Line	Lake Superior	Copper Harbor, MI	Isle Royale, MI
Islesboro Ferry	Penobscot Bay	Lincolntonville, ME	Islesboro, ME
J-Mack/Steamboat Slough	Sacramento Delta	Ryer Island, CA	Grand Island, CA
Jamestown-Scotland Ferry [VIDEO!]	James River	Jamestown, VA	Scotland, VA
Kampsville Ferry	Illinois River	Kampsville, IL	Illinois Route 108, IL
Keller Ferry	Columbia River	Lincoln Co., WA	Ferry Co. WA
Kelleys Island Ferry	Lake Erie	Marblehead, OH	Kelleys Island, OH
Ketchikan Airport Ferry	Tongass Narrows	Ketchikan Airport, AK	Ketchikan, AK
Kitsap Foot Ferry (B-PO)	Sinclair Inlet	Bremerton, WA	Port Orchard, WA
Kitsap Foot Ferry (B-A)	Sinclair Inlet	Bremerton, WA	Annapolis, WA
Lady of the Lake	Lake Chelan	Stehekin, WA	Chelan, WA
Lake Champlain - Central	Lake Champlain	Burlington, VT	Port Kent, NY

Lake Champlain - Northern	Lake Champlain	Grand Isle, VT	Plattsburgh, NY
Lake Champlain - Southern	Lake Champlain	Charlotte, VT	Essex, NY
Lake Express	Lake Michigan	Milwaukee, WI	Muskegon, MI
Lake Michigan Car Ferry [PHOTOS!]	Lake Michigan	Ludington, MI	Manitowoc, WI
Lake Powell/Charles Hall Ferry	Lake Powell	Bullfrog, UT	Halls Crossing, UT
Liberty Landing Ferry	Hudson River	Liberty Park, NJ	World Financial Ctr, NYC
Little Diamond Island Ferry	Casco Bay	Portland, ME	Little Diamond Island, ME
Long Island Ferry	Casco Bay	Portland, ME	Long Island, ME
Lower Algiers/Chalmette Ferry	Mississippi River	Lower Algiers, LA	Chalmette, LA
Lummi Island Ferry	Puget Sound	Lummi Island, WA	Gooseberry Point, WA
Lynchburg Ferry	San Jacinto River	San Jacinto SP, TX	Lynchburg, TX
Mackinaw - Mackinac, 1, 2, 3	Lake Huron	Mackinaw, MI	Mackinac Island, MI
Madeline Island Ferry [PHOTOS!]	Lake Superior	Bayfield, WI	La Pointe, WI
Martha's Vineyard & Woods Hole	Vineyard Sound	Martha's Vineyard, MA	Woods Hole, MA
Martha's Vineyard High-Speed	Rhode Island Sound	Quonset Point, RI	Martha's Vineyard, MA
Matinicus Island Ferry	Penobscot Bay	Rockland, ME	Matinicus Island, ME
McClelland Ferry	Missouri River	N. of Winifred, MT	S. of Leroy, MT
Melville Ferry	Atchafalaya River	Melville, LA	East of Melville, LA
Merrimac Ferry	Wisconsin River	Merrimac, WI	Columbia Co., WI
Merry Point Ferry	Corrotoman River	Ottoman, VA	Merry Point, VA
Middle Bass Island Ferry	Lake Erie	Catawba Point, OH	Middle Bass Island, OH

Millersburg Ferry	Susquehanna River	Millersburg, PA	Liverpool, PA
Mobile Bay Ferry	Mobile Bay	Dauphin Island, AL	Fort Morgan, AL
Monhegan Boat Line	Muscongus Bay	Port Clyde, ME	Monhegan Island, ME
Nantucket & Hyannis Ferry	Nantucket Sound	Nantucket, MA	Hyannis, MA
Neebish Island Ferry	St. Mary's River	Barbeau, MI	Neebish Island, MI
New Roads/St. Francisville Ferry	Mississippi River	St. Francisville, LA	Pointe Coupee, LA
Newport - Block Island Ferry	Block Island Sound	Newport, RI	Block Island, RI
North Haven Ferry	Penobscot Bay	Rockland, ME	North Haven, ME
NY Water Taxi	East/Hudson River	Various NYC	Various NYC
NY Waterway	East/Hudson River	Various NYC/NJ	Various NYC/NJ
Ocracoke/Swan Quarter Ferry	Pamlico Sound	Ocracoke, NC	Swan Quarter, NC
On Time Ferry/Chappy Ferry	Edgartown Harbor	Edgartown, MA	Chappaquiddick, MA
Oxford-Bellevue Ferry	Tred Avon River	Oxford, MD	Bellevue, MD
Parker's Ferry	Meherrin River	Como, NC	Winton, NC
Peaks Island Ferry	Casco Bay	Portland, ME	Peaks Island, ME
Peel Ferry	Bull Shoals Lake	Peel, AR	Protem, MO
Pierce County Ferry (K-A)	Puget Sound	Ketron Island, WA	Anderson Island, WA
Pierce County Ferry (S-A)	Puget Sound	Steilacoom, WA	Anderson Island, WA
Pierce County Ferry (S-K)	Puget Sound	Steilacoom, WA	Ketron Island, WA
Plaquemine Ferry	Mississippi River	Plaquemine, LA	E. of Plaquemine, LA
Plymouth - Provincetown Ferry	Cape Cod Bay	Plymouth, MA	Provincetown, MA
	Puget Sound		Tahlequah, WA

Point Defiance/Tahlequah Route		Point Defiance, WA,	
Point Judith - Block Island Ferry	Block Island Sound	Galilee, RI	Block Island, RI
Point Lookout/W. Shore Ferry	Chesapeake Bay	Point Lookout, MD	Ewell, Smith Island, MD
Pointe a La Hache Ferry	Mississippi River	Pointe a La Hache, LA	Pointe a La Hache, LA
Port Aransas Ferry	Corpus Christi Channel	Port Aransas, TX	Aransas Pass, TX
Port Clinton Ferry	Lake Erie	Port Clinton, OH	Put-in-Bay, OH
Prudence Island Ferry	Narragansett Bay	Bristol, RI	Prudence Island, RI
Puget Sound Express	Puget Sound	Port Townsend, WA	Friday Harbor, WA
Put In Bay Boat Line	Lake Erie	Catawba Point, OH	Put-in-Bay, OH
Ranger III	Lake Superior	Houghton, MI	Rock Harbor, Isle Royale, MI
Real McCoy/Cache Slough	Sacramento Delta	Rio Vista, CA	Ryer Island (hwy 84), CA
RiverLink Ferry	Delaware River	Philadelphia, PA	Camden, NJ
Rochester Ferry	Green River	Rochester, KY	Rochester, KY
Rock Island Ferry	Lake Michigan	Washington Island, WI	Rock Island, WI
Rocky Hill Ferry	Connecticut River	Rocky Hill, CT	South Glastonbury, CT
Saint Johns River Ferry	Saint Johns River	Mayport, FL	Fort George Island, FL
San Diego - Coronado Ferry	San Diego Bay	San Diego, CA	Coronado, CA
San Juan Islands Route	Puget Sound	Anacortes, WA	Multiple Stops Kelleys Island, OH
Sandusky Ferry	Lake Erie	Sandusky, OH	OH
Sans Souci Ferry	Cashie River	Woodard, NC	Woodard, NC
Seastreak	New York Harbor	Various NYC/NJ	Various NYC/NJ
	Puget Sound	Seattle, WA	

Seattle/Bainbridge Island Route		Bainbridge Island, WA	
Seattle/Bremerton Route	Puget Sound	Seattle, WA	Bremerton, WA
Seattle/Vashon Passenger Route	Puget Sound	Seattle, WA	Vashon, WA
Shelter Island North Ferry	Shelter Island Sound	Shelter Island, NY	Greenport, NY
Shelter Island South Ferry	Shelter Island Sound	Shelter Island, NY	North Haven, NY
Ship Island Ferry	Gulf of Mexico	Gulfport, MS	Ship Island, MS
Sistersville Ferry	Ohio River	Sistersville, WV	Fly, OH
Southcentral Alaska Ferry	Gulf of Alaska	Valdez, AK	Kodiak, AK
Southport/Fort Fisher Ferry	Cape Fear River	Southport, NC	Fort Fisher, NC
Southwest Alaska Ferry	Pacific Ocean	Kodiak, AK	Unalaska/Dutch Harbor, AK
Southworth/Vashon Route	Puget Sound	Southworth, WA	Vashon, WA
St. Ignace - Mackinac, 1, 2, 3	Lake Huron	St. Ignace, MI	Mackinac Island, MI
Staten Island Ferry	New York Harbor	Staten Island, NY	Manhattan, NY
Statue Cruises	New York Harbor	Statue of Liberty	Manhattan, NY
Ste. Genevieve - Modoc Ferry	Mississippi River	Ste. Genevieve, MO	Prairie Du Rocker, IL
Steven Thomas	Chesapeake Bay	Crisfield, MD	Tangier Island, VA
Sugar Island Ferry	St. Mary's River	Sault Ste. Marie, MI	Sugar Island, MI
Sunnybank Ferry	Little Wicomico River	Sunnybank, VA	Kayan, VA
Swans Island Ferry	Blue Hill Bay	Bass Harbor, ME	Swans Island, ME
Ticonderoga Ferry	Lake Champlain	Larrabees Point, VT	Ft. Ticonderoga, NY
Upper Ferry		Salisbury, MD,	Salisbury, MD

	Wicomico River		
Valley View Ferry	Kentucky River	Lexington, KY	Valley View, KY
Viking Fleet	Block Island Sound	Montauk, NY	Block Island, RI
Vinalhaven Ferry [VIDEO!]	Penobscot Bay	Rockland, ME	Vinalhaven, ME
Virgelle Ferry	Missouri River	Virgelle, MT	S. of Virgelle, MT
Washington Island Ferry [PHOTO!]	Lake Michigan	Northport, WI	Washington Island, WI
Wheatland Ferry	Willamette River	Yamhill Co., OR	Marion Co., OR
Whidbey Island Route (north)	Puget Sound	Port Townsend, WA	Keystone, WA
Whidbey Island Route (south)	Puget Sound	Clinton, WA	Mukilteo, WA
White Castle Ferry	Mississippi River	White Castle, LA	Carville, LA
White's Ferry [VIDEO!]	Potomac River	Loudoun Co., VA	Montgomery Co., MD
Whitehaven Ferry	Wicomico River	Whitehaven, MD	Somerset Co., MD
Winfield Ferry	Mississippi River	Batchtown, IL	Winfield, MO
Woodland Ferry	Nanticoke River	Seaford, DE	Seaford, DE

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CONTRACT

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

Begin Date July 1, 2017	End Date June 30, 2022	Agency Tracking # 40100-05017	Edison Record ID
Contractor Legal Entity Name River Marine Services, Inc.			Edison Vendor ID 42600

Goods or Services Caption (one line only)
Operate and maintain Benton-Houston Counties ferry

Contractor <input checked="" type="checkbox"/> Contractor	CFDA # N/A
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Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2018	\$3,350,000.00				\$3,350,000.00
TOTAL:	\$3,350,000.00				\$3,350,000.00

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: Not Minority/Disadvantaged

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

Competitive Selection Describe the competitive selection process used

Other Sole Source Procurement Method

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.

Speed Chart (optional)	Account Code (optional)
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CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF TRANSPORTATION
AND
RIVER MARINE SERVICES, INC.

This Contract, by and between the State of Tennessee, **Department of Transportation** ("State") and **River Marine Services, Inc.** ("Contractor"), is for the provision of operating and maintaining the Benton-Houston Ferry across the Tennessee River, 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 **For-Profit Corporation**
Contractor Place of Incorporation or Organization: **Tennessee**
Contractor Edison Registration ID # **42600**

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. The contractor shall provide operation of the Benton-Houston Ferry across the Tennessee River between Benton and Houston County, Tennessee. The ferry (tug and barge) are owned by the State of Tennessee. It is located approximately 2.35 miles west of McKinnon, Tennessee, in Houston County.
- A.3. The Contractor shall operate the ferry as follows:
- | | |
|---------------------|------------------------------------|
| Monday thru Friday | 5:30 a.m. to 6:00 p. m. local time |
| Saturday and Sunday | 6:00 a.m. to 6:00 p.m. local time |
- The Contractor shall operate the ferry 365 days per year.
- A.4. The Contractor shall operate on a daily crossing schedule that ensures that users of the ferry services are not required to wait in excess of one-half (1/2) hour for service.
- A.5. The State reserves the right to increase or decrease the hours of operations based upon the service usage pattern.
- A.6. In order to provide for continuous service, the State reserves the right to request the Contractor to furnish substitute ferry equipment (tug and barge) during the time the State's ferry is out of service for repairs or dry docked for U.S. Coast Guard (USCG) inspection and repairs. The substitute ferry equipment shall meet all necessary USCG, Federal and State requirements associated with Ferry Boat operations.
- A.7. The Contractor may repair or replace any mechanical equipment in the tug and barge, as needed, and only upon approval by the Regional Engineering Director (or his designee) by telephone at 615-350-4300. The State shall reimburse Contractor for actual cost of these repairs.
- A.8. The Contractor shall transport the State's ferry equipment (tug and barge) to the closest possible USCG certified marine repair and return to the Benton-Houston ferry work location. The ferry equipment (tug and barge) requires USCG certification once every five year interval with the next scheduled certification required in 2017.
- A.9. The Contractor shall perform all preventative maintenance related to the ferry operation including but not limited to the following:
- a. Check fluid level.
 - b. Perform all required lubrication.
 - c. Maintain the vessel in a clean and orderly state.

d. Maintain record showing date and type of preventative maintenance performed.

- A.10. The Contractor shall provide all lubricants and diesel fuel necessary for the operation of the tug. Notwithstanding the forgoing, the State, at its sole discretion may opt to provide diesel fuel for the operation of the ferry, provided that the State gives the Contractor thirty (30) days notice of such a determination.
- A.11. The Contractor shall maintain all safety equipment, as required by the USCG, in order to ensure operational readiness at all times of operation. In the event that such equipment requires repair or replacement, such repair or replacement shall be the responsibility of the Contractor.
- A.12. The Contractor shall furnish, install and maintain a radar unit acceptable for river navigation. The Captain on duty during hours of operation shall have proper USCG radar license and/or certification. Contractor will retain ownership of the radar unit at all times.
- A.13. The contractor shall furnish, install and maintain two (2) VHF radio units and necessary wiring acceptable for river navigation. The Captain on duty during hours of operation shall have proper USCG radio license and/or certification. The Contractor will retain ownership of the radio units at all times.
- A.14. During hours of operation, the Contractor shall furnish a minimum crew of two (2), a Captain and a Deckhand, who have the required State, Federal and USCG certifications and licenses to perform their duties.
- A.15. The Contractor shall post in a conspicuous location and shall maintain all signs associated with the operation. These signs include, but are not limited to the following:
- a. A three (3) foot by four (4) foot sign on the ferry showing the name of the operating company (the Contractor), operator on duty, and address and telephone number of the operating company. This sign shall be provided by the Contractor and shall require the prior approval of the State before posting.
 - b. The Contractor shall not install or display any additional signs without the prior approval or the direction of the State.
- A.16. In the event that the contractor should cease operations or interrupt scheduled operations for any reason, the Contractor shall immediately notify the Regional Engineering Director (or his designee) of the Tennessee Department of Transportation by telephone at 615-350-4300 that services have been halted or interrupted and give the reason services were halted and when services will resume.
- A.17. In the event of an occurrence affecting the safe operation of the vessel, an injury to the general public, a serious injury to the crew, vandalism or serious accident involving the crew and/or vessel, the Contractor shall immediately notify the Regional Engineering Director (or his designee) of the Tennessee Department of Transportation by telephone at 615-350-4300. Incidents of a lesser nature may be reported during the next business day.
- A.18. The Contractor and his personnel shall be polite, well mannered and shall present a clean and neat appearance to the general public at all times.
- A.19. The Contractor shall ensure that the Captain, crew and other persons associated with the operations of the ferry service have the necessary USCG certifications.
- A.20. In the event the Contractor elects to replace the Captain(s) of the vessel, the Contractor shall notify the State. The State reserves the right to approve such replacement.
- A.21. The Contractor shall comply with all Federal, State and Local Laws and ordinances addressing the operation, licensing and certification requirements associated with the

operation and maintenance of a ferry boat and it's crew.

- A.22. The Contractor shall be responsible for collecting all fees associated with the operation of the ferry service. Fees collected shall be deposited to the State's account on a daily basis. The State will provide the Contractor with the account information no later than July 1, 2017.

The Contractor shall maintain a count on the basis of the fee schedule below: i.e. number of passengers, cars, trucks, cycles or trailers. The State's Finance Division shall verify the revenue collected agrees with the count.

The State shall advise the Contractor of the fee schedule and a sign will be provided for posting on the ferry to reflect the current rates.

The maximum rate allowed to be charged is as follows:*

Automobile, passengers and driver	\$2.00
Person each on foot	\$0.50
Truck or bus (one (1) ton capacity and under) and driver	\$2.00
Truck or bus (one (1) ton capacity and over) and driver	\$4.00
Automobile trailer*	\$1.50
Truck trailer or bus trailer*	\$4.00
*Trailer fee will be in addition to the fee for the towing vehicle	
Motorcycle and driver	\$2.00

Residents of Houston, Benton, Stewart and Henry Counties \$ 0.75

All official governmental vehicles are exempt from paying any crossing fee.

*TCA 54-13-317 (a) established the rate above; TCA 54-13-317 (b) allows the Commissioner to establish a higher maximum. Any such rate revision shall be effected by contract amendment.

- A.23. The Contractor shall comply with all applicable state statues and all applicable Federal Codes, Rules, and Regulations regarding the operation of passenger ferries.

- A.24. The State shall provide the following commodities or services to the Contractor:

- a. The State shall maintain roadways, ramps, lights.
- b. The State shall provide all necessary permanent signs and pavement markings.
- c. The State shall furnish the Contractor with necessary signs for temporary closure of the ferry operation.
- d. The State shall provide all repairs and maintenance not specifically identified as the contractor's responsibility.

- A.25. Warranty. Contractor represents and warrants that the term of the warranty ("Warranty Period") shall be the greater of the Term of this Contract or any other warranty general offered by Contractor, its suppliers, or manufacturers to customers of its goods or services. The goods or services provided under this Contract shall conform to the terms and conditions of this Contract throughout the Warranty Period. 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 the State is authorized to possess and use all equipment, materials, software, and deliverables provided under this Contract.

Contractor represents and warrants that all goods or services provided under this Contract shall be provided in a timely and professional manner, by qualified and skilled individuals, and 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. Any exercise of the State's rights under this Section shall not prejudice the State's rights to seek any other remedies available under this Contract or applicable law.

A.26. 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 **July 1, 2017** ("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 **Three Million, three hundred fifty thousand dollars and no cents** (\$3,350,000.00) ("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)
Ferry Boat Operation (Hourly Rate).	\$ 121.50
Substitute Ferry Tug – provided in accordance with Contract Section A.6., during the time the State's ferry tug is out of service for repairs or dry docked for emergency repairs for U.S. Coast Guard (USCG) inspection and repairs (Rate Per Day).	\$ 150.00 per day
Substitute Ferry Barge – provided in accordance with Contract	\$ 100.00 per day

Section A.6., during the time the State's ferry barge is out of service for repairs or dry docked for emergency repairs for U.S. Coast Guard (USCG) inspection for repairs (Rate Per Day).	
Transport of State Ferry Tug (including all incidental travel expense) – provided in accordance with Contract Section A.8. for repair or required certification.	The Contract shall be paid the same rate as stated in the hourly rate above for Ferry Boat operation.
Transport of State Ferry Barge (including all incidental travel expense) – provided in accordance with Contract Section A.8. for repair or required certification.	The Contract shall be paid the same rate as stated in the hourly rate above for Ferry Boat operation.
Repairs	Reimburse at actual cost. Documentation must be provided with invoices.

(2) For service performed from July 1, 2018 through June 30, 2019, the Contractor shall be compensated based upon the payment rates in Section C.3.b.(1) above but adjusted by the percentage increase, if any, between the Consumer Price Index for all Urban Consumers (CPI-U): U.S. city average, all items expenditure category, not seasonally adjusted, index based period: 1982-84=100 published by the United States Department of Labor, Bureau of Labor Statistics in May, 2018 and that figure published in the same month, 12 months prior, up to a maximum of three percent.

(3) For service performed from July 1, 2019 through June 30, 2020, the Contractor shall be compensated based upon the payment rates in Section C.3.b.(1) above but adjusted by the percentage increase, if any, between the Consumer Price Index for all Urban Consumers (CPI-U): U.S. city average, all items expenditure category, not seasonally adjusted, index based period: 1982-84=100 published by the United States Department of Labor, Bureau of Labor Statistics in May, 2019 and that figure published in the same month, 12 months prior, up to a maximum of three percent.

(4) For service performed from July 1, 2020 through June 30, 2021, the Contractor shall be compensated based upon the payment rates in Section C.3.b.(1) above but adjusted by the percentage increase, if any, between the Consumer Price Index for all Urban Consumers (CPI-U): U.S. city average, all items expenditure category, not seasonally adjusted, index based period: 1982-84=100 published by the United States Department of Labor, Bureau of Labor Statistics in May, 2020 and that figure published in the same month, 12 months prior, up to a maximum of three percent.

(5) For service performed from July 1, 2021 through June 30, 2022, the Contractor shall be compensated based upon the payment rates in Section C.3.b.(1) above but adjusted by the percentage increase, if any, between the Consumer Price Index for all Urban Consumers (CPI-U): U.S. city average, all items expenditure category, not seasonally adjusted, index based period: 1982-84=100 published by the United States Department of Labor, Bureau of Labor Statistics in May, 2021 and that figure published in the same month, 12 months prior, up to a maximum of three percent.

- c. The Contractor shall not be compensated for travel to the primary location of service.
- d. A "day" shall be defined as a minimum of twelve and one half (12-1/2) hours of service on Monday through Friday and shall be defined as a minimum of twelve (12) hours of Service on Saturday and Sunday. The Contractor shall bill only for portions of a day if the Contractor provided fewer than twelve (12) hours of service in a standard twenty-four hour day. The Contractor shall not bill more than the daily rate even if the Contractor works more than twelve and one half (12-1/2) hours Monday through Friday or twelve (12) hours Saturday or Sunday.
- e. In the event that operations are halted due to equipment breakdown other than maintenance or required repairs as defined in paragraph A.6., high water, fog, or some other force or major factor, the Contractor shall be compensated at a Standard-by Unit Rate of fifty (50)% of the hourly rate for the normal hours of operations during the first forty eight (48) continuous hours subsequent to

the start of the cessation of operations. After the initial forty eight (48) hour period, the Contractor shall not be due any additional compensation until operations are resumed.

f. The State shall reimburse the Contractor for the actual cost of:

- (1) all lubricants and diesel fuel necessary for the operation of the tug provided in accordance with Contract Section A.10.
- (2) repairs provided in accordance in Contract Section A.7., which are necessary for the operation of the tug and barge and the maintenance of USCG Certification, provided that all such repairs are pre-approved by the State.

Provided that such purchases were competitive or otherwise made in accordance with Contract Section A.7. and A.10. and the associated costs were reasonable, necessary, and the actual. The State will employ all reasonable means and will require all such documentation that it seems necessary to audit and ensure that such purchases were competitive or otherwise made in accordance with this contract and the associated costs were reasonable, necessary and actual. The Contractor shall provide reasonable assistance and access related to such interview.

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:

Tennessee Department of Transportation
Maintenance Division
1920 Wilma Rudolph Blvd.
Clarksville, TN 37040

- 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 Transportation, Maintenance Division;
 - (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:

State Contact Name & Title
State Agency Name
Address

Email Address
Telephone # Number
FAX # Number

The Contractor:

Captain H. Paul Richie
River Marine Service, Inc.
P.O. Box 3524
Clarksville, TN 47043
Telephone # 931-801-2306
Emergency Phone: 931-801-2307
FAX # 931-289-2643

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 **One**, 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 two (2) times the Maximum Liability amount detailed in Section C.1. and as may be amended, PROVIDED THAT in no event shall this Section limit the liability of the Contractor for: (i) intellectual property or any Contractor indemnity obligations for infringement for third-party intellectual property rights; (ii) any claims covered by any specific provision in the Contract providing for liquidated damages; or (iii) 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, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys for the State 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:

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

- c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
- d. have not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

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

- 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, workaround 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 One**;
- 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. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101 et seq., addressing contracting with persons with investment activities in Iran, shall be a material provision of this Contract. The Contractor agrees, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.

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. Reimbursement. This Contract provides for reimbursement of the cost of goods, materials, supplies, equipment, or contracted services. Any goods, materials, supplies, equipment or contracted services procured by Contractor under this Contract shall be procured on a competitive basis when practicable. The Contractor shall maintain documentation supporting Contractor's request for reimbursement. In each instance where it is determined that use of a competitive procurement method was not practicable, Contractor shall seek approval of the **Commissioner** to procure by non-competitive procurement as a condition for reimbursement.

E.3. 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 use under this Contract. Upon termination of this Contract, all property furnished by the State shall be returned to the State in the same condition as when received, less reasonable wear and tear. Should the property be destroyed, lost, or stolen, the Contractor shall be responsible to the State for the fair market value of the property at the time of loss.

E.4. Insurance.

a. The Contractor shall carry adequate liability and other appropriate forms of insurance.

- (1) Marine Employers Liability Insurance under the Jones Act as described by Maritime law.
- (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.

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.

IN WITNESS WHEREOF,

RIVER MARINE SERVICE, INC.:

CONTRACTOR SIGNATURE

DATE

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

DEPARTMENT OF TRANSPORTATION:

JOHN C. SCHROER, COMMISSIONER

DATE

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

DATE

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

SUBJECT CONTRACT NUMBER:	
CONTRACTOR LEGAL ENTITY NAME:	River Marine Services, Inc.
EDISON VENDOR IDENTIFICATION NUMBER:	42600

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.

PRINTED NAME AND TITLE OF SIGNATORY

DATE OF ATTESTATION