

**CONTRACT**  
**BETWEEN THE STATE OF TENNESSEE,**  
**DEPARTMENT OF GENERAL SERVICES**  
**CENTRAL PROCUREMENT OFFICE**  
**AND**  
**CONTRACTOR NAME**

This Contract, by and between the State of Tennessee, Department of General Services Central Procurement Office ("State") and **Contractor Legal Entity Name** ("Contractor"), is for the provision of Facility Protection Services, as further defined in the "SCOPE." State and Contractor may be referred to individually as a "Party" or collectively as the "Parties" to this Contract.

The Contractor is **a/an Individual, For-Profit Corporation, Non-Profit Corporation, Special Purpose Corporation Or Association, Partnership, Joint Venture, Or Limited Liability Company.**

Contractor Place of Incorporation or Organization: **Location**

Contractor Edison Registration ID # **Number**

**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.

**1.1. General Information**

- 1.1.1. The Contractor shall provide Facility Protection Officer ("FPO") services throughout area of operations, as defined by the State, and in accordance with State law.
- 1.1.2. Contractor shall provide and maintain all management, supervision, manpower, training, equipment, supplies, licenses, permits, certificates, insurance, pre-employment screenings, reports, files and any other resources necessary to accomplish FPO services as described and required within this Contract and any revisions to Contract as specified in Section D.3.
- 1.1.3. Contractor shall work in coordination with the State to execute requirements and meet standards identified within this contract.
- 1.1.4. Where the State identifies and references specific Solicitation/Contract Section numbers that reference refers to that Section in its entirety including every subsection having same number prefix. For example, a reference to requirements of this Contract under Section 6 includes all of Section 6 through last subsection identified with a prefix of "6".
- 1.1.5. References to United States citizenship and locations include those areas designated as territories and/or commonwealths.

**1.2. Protective Services**

- 1.2.1. The State is responsible for safeguarding State owned and leased assets, while providing a secure environment for visitors and State agencies to conduct business.
- 1.2.2. FPOs perform an exceptionally crucial role in support of the State's missions and are typically the first contact for visitors within a State facility. In this exceedingly visible role, FPOs serve as a vital defense-in-depth measure. Contractors must realize the magnitude of its responsibility and continuously perform its duties in a courteous and professional manner, in full compliance with this Contract.

### 1.3. Acronyms

This Solicitation/Contract contains numerous acronyms. Upon introduction of a new term, an acronym will appear in parentheses. Below is a list of acronyms that appear in this Contract:

AED	Automatic External Defibrillator
CM	Contract Manager
CO	Contracting Officer
COOP	Continuity of Operations
COTR	Contracting Officer's Technical Representative
CPR	Cardiopulmonary Resuscitation
DGS	Department of General Services
ESS	Emergency Security Services
FPO	Facility Protection Officer
GED	General Equivalency Diploma
IACP	International Association of Chiefs of Police
POST	Tennessee Peace Officers Standards and Training
PTS	Post Tracking System
TCA	Tennessee Code Annotated
TDOSHS	Tennessee Department of Safety and Homeland Security
THP	Tennessee Highway Patrol
TOSHA	Tennessee Occupational Safety and Health Administration

### 1.4. State Management Regulations and Other Applicable Documents

- 1.4.1. The State policies contain basic procedures for operation, maintenance, and protection of property. Contractor shall comply with regulations and procedures outlined within this contract.
- 1.4.2. Contracting Officer (CO) shall notify Contractor of new or revised regulations, directives, and/or requirements, when applicable.
- 1.4.3. Contracting Officer's Technical Representative (COTR) shall furnish Post Desk Book, containing complete duty instructions for each post. Post Desk Book shall remain on State property. Contractor shall not reproduce, in any manner, any content of a Post Desk Book, unless specifically authorized in writing by COTR.
- 1.4.4. Contractor shall furnish a separate loose-leaf binder for each post, to maintain Contractor- related information/policies/directives.
- 1.4.5. Post Desk Book, Post Orders, Operational memorandums, directives, or other supplemental information may be identified and marked as: for official use only, and/or law enforcement sensitive, information. Contractor shall safeguard this type of information appropriately and shall not disclose to individuals outside of FPO community.
- 1.4.6. The State shall utilize the appropriate FPO Request Forms (Attachment J – Part 1 FPO Request Form and Attachment J – Part 2 Inter-Agency Journal Voucher) to request FPO(s) to be stationed in a state-owned or state-leased facility.

### 1.5. Security Manual

- 1.5.1. The Contractor shall draft a security resource tool ("Manual") which shall contain all applicable information that FPOs must read and be familiar with prior to assuming duties under this Contract.

- 1.5.2. The Contractor shall provide an electronic version of the Manual to the COTR who shall be responsible for approving the Manual and any amendments prior to the release to FPOs. The Contractor shall update the Manual as needed or requested by the State.
- 1.5.3. Contractor shall be responsible for photocopying and distributing the Manual to FPOs, at no cost to the State.

## **A.2. Contract Transition**

### **2.1. Phase-In**

- 2.1.1. A smooth and orderly transition between Contractors is necessary to assure minimum disruption to vital services and State activities.
- 2.1.2. Contractor may announce assumption of services date, distribute business cards, employment applications, brochures, and other company information to current contract employees, if done so without interfering with assigned duties; (e.g., during "off hours" or during breaks or meal periods),
- 2.1.3. Contractor shall not interview, recruit, schedule interviews, or conduct extensive discussions with current contract employees while they are on duty.
- 2.1.4. Contractor shall provide weekly transition status report during transition period to address items specified in the Transition Plan.

### **2.2. Phase-Out of Contract and Continuity of Services**

- 2.2.1. Contractor shall provide a list of current contract employees with current background packets and certification expiration dates, and employee seniority list, when requested by COTR.
- 2.2.2. Contractor shall provide personnel records, including but not limited to, training, medical, background information, and security records to incoming-Contractor, at least 90 days prior to expiration of current contract.
- 2.2.3. Contractor noncompliance of Section 2.2.2. may negatively impact any exit performance evaluation and the State may withhold final payment until resolved.
- 2.2.4. Contractor shall have an office located in Davidson County or shall mutually agree with the State upon a suitable location within a reasonable proximity of Davidson County. Contractor shall have physical manned location/facility in each Grand Division (Attachment L) Tenn. Code Ann. § 4-1-201.

### **2.3. Conferences and Meetings**

- 2.3.1. Contractor shall be required to attend a State-scheduled post award meeting after contract award, but prior to start of performance.
- 2.3.2. Contractor shall participate in a post award meeting. This meeting will encompass an in-depth review of contract requirements and Contractor's Transition Plan.
- 2.3.3. During performance of Contract, CO, COTR, and Contractor shall meet, at a minimum, quarterly to discuss and resolve relevant contract issues.
- 2.3.4. Contractor shall prepare written minutes for all meetings and provide written minutes within seven calendar days after meeting date. CO shall maintain a copy of minutes in contract file.

- 2.3.5. Should the State not concur with minutes as prepared, the State shall provide a written memorandum identifying areas for clarification and/or disagreement within seven calendar days after receipt of minutes. These memoranda shall be attached to corresponding meeting minutes.

### **A.3. Plans**

#### **3.1. General**

- 3.1.1. Each plan submitted in accordance with Section 3, is subject to State's review, approval, and acceptance. State reserves the right to request revision(s) to submitted plan(s) if it does not adequately address and/or is not effective in meeting minimum Contract requirements.

#### **3.2. Transition Plan**

- 3.2.1. Contractor shall provide a transition plan to CO and COTR within seven calendar days after Contract award, and weekly status and progress reports detailing transition. The Contractor shall cooperate with any current contractor(s) for a seamless transition or continuous contractual relationship. The Contractor may request to review any current Security State contracts.

At a minimum, the Transition Plan shall address:

##### **3.2.1.1. Staffing**

- a. Staffing Levels
- b. Process for transitioning predecessor employees (if applicable)
- c. Recruitment of new employees
- d. Strategy for providing post coverage during breaks and meal periods
- e. Reserve Force implementation
- f. Emergency Security Service (ESS) implementation
- g. Supervisory Plan implementation
- h. Key Personnel to include resumes and contact information
- i. Roles of management and administrative personnel
- j. Organizational chart

##### **3.2.1.2. Communications**

- a. Methods
- b. Protocols
- c. Equipment

##### **3.2.1.3. Inventory & Equipment**

- a. Maintenance
- b. Accountability
- c. Weapons
- d. Ammunition

##### **3.2.1.4. Detailed Calendar**

- a. Daily and weekly transition events throughout transition period
- b. Procurement timeline for equipment and uniforms

#### 3.2.1.5. Status & Progress Reports

- a. Applications
- b. Staffing
- c. Permits, Licenses, and Registrations
- d. Personnel clearances
- e. Transition events
- f. Equipment and uniform purchases

### 3.3. Training Plan

3.3.1. Contractor shall be responsible for providing CO and COTR a Training Plan and proposed Training and Qualifications Schedule within 10 calendar days after Contract award.

3.3.2. Plan shall address:

- a. Strategy for meeting training requirements, to include any assumptions made by Contractor for timely scheduling of State-provided training
- b. Proposed Training and Qualifications Schedules
- c. Weapons transition training
- d. Locations (updated when applicable)
- e. Coordination with the State
- f. Class staffing levels
- g. Sources of Third-Party training
- h. Sources of training equipment

### 3.4. Quality Control Plan

3.4.1. Contractor shall provide CO and COTR a detailed Quality Control Plan within 15 calendar days after Contract award.

3.4.2. Contractor's Quality Control Plan shall address:

- a. Type, level, and frequency of Contractor's Quality Control actions
- b. Inspection checklists
- c. Reward and incentive programs
- d. Discipline procedures as proposed by Contractor
- e. Deficiencies reported to COTR
- f. Reports

### 3.5. Contingency and Continuity of Operations (COOP) Plan

3.5.1. Contractor shall provide CO and COTR a detailed COOP Plan within fifteen (15) calendar days after Contract award.

3.5.2. COOP Plan shall identify provisions made for acquisition of personnel, resources, and/or supplies, if necessary, for continuity of State-contracted operations, until resumption of normal operations.

3.5.3. COOP Plan shall, at a minimum, address and identify:

- a. Identifying and tracking emergencies and pandemics
- b. Tracking impact of emergencies and pandemics on workforce
- c. Compliance with applicable TOSHA regulations

- d. Realignment and augmentation of resources to ensure meeting of contractual requirements to Include:
  - i. Challenges associated with maintaining FPO services during an extended emergency event, such as a pandemic that may occur in repetitious waves
  - ii. Any time lapse associated with initiation of acquisition of necessary personnel, resources, and/or supplies and their actual availability on site
  - iii. Components, processes, and requirements for identification, training, and preparedness of contractor personnel who are capable of relocating to alternative facilities
  - iv. Prioritization and deployment of a limited or dwindling workforce
  - v. Educating and protecting of workforce to minimize operational impacts
  - vi. Acquisition, storage, and distribution of personal protective equipment
  
- e. Communication with workforce and State, to include:
  - i. Any established alert and notification procedures for mobilizing identified "critical Contractor service personnel"
  - ii. Approach for communicating expectations to employees regarding their roles and responsibilities during an emergency
  - iii. Any associated changes needed to Contractor's information technology infrastructure to support contract in an emergency

#### **A.4. Authority and Jurisdiction, Permits, Licenses, and Adherence to Laws**

##### **4.1. General Information**

- 4.1.1. Contractor must obtain, renew, and possess required licenses and permits as specified under this Contract and applicable federal, state, and/or local regulating agencies, including but not limited to TCA 62-35 Private Protective Services Licensing and Regulatory Act.
- 4.1.2. Contractor shall not seek State assistance or interference in receipt of legally required licenses and permits.
- 4.1.3. Contractor shall furnish a legible copy of required licenses and permits and provide any revised licenses or permits, (excluding permits and licenses issued to individual contract employees) to COTR, prior to any FPO being commissioned and provide any revised licenses or permits during Contract term.
- 4.1.4. Contractor shall obtain required licenses and permits prior to any FPO being commissioned; not completing these actions could result in adverse actions, including but not limited to, Termination for Convenience or Cause as applicable.
- 4.1.5. Contractor shall maintain valid licenses and permits throughout Contract term; not completing these actions could result in adverse actions, including but not limited to, Termination for Convenience or Cause as applicable. The State will not compensate officers standing posts with expired licenses or permits.
- 4.1.6. CO, COTR, and any Commissioned Members of the Tennessee Highway Patrol shall have express authority to examine, upon request, all licenses and permits at any time during Contract term.

- 4.1.7 Contractor shall complete, certify, and maintain records (electronic/scanned or paper) that show names and issue dates for each Contract employee having required licenses, permits, training, and certifications.
- 4.1.8 False statements, certification, or falsification of any documents required in this Contract by Contractor, Contract Manager, or any Contract employee shall be punishable under all applicable State law. The State may initiate debarment proceedings, and/or may take contractual remedies, up to and including Termination for Convenience or Termination for Cause. Under no circumstances, whatsoever, shall the State tolerate falsification of required documents.

## **4.2. State and Local Requirements**

- 4.2.1 Contractor shall obtain, possess and maintain state and/or local requirements, except where precluded by local law or ordinance, prior to commencement of work under this Contract, to include:
  - 4.2.1.1 Business and corporate licenses to operate as a commercial security service.
  - 4.2.1.2 Official bond(s) and insurance, and payment of any fees or costs involved or related to authorization for arming employees engaged in armed security officer services.
  - 4.2.1.3 Licenses and permits for employees to be armed and have authority to detain person(s) suspected of committing crimes.
- 4.2.2 Contractor shall adhere to minimum age requirements set forth by Contract, state and/or local laws. If minimum age exceeds contract minimum age requirement of 21 years of age, state and/or local law shall take precedence over Contract requirement.

## **4.3. Carriage of Licenses and Permits**

- 4.3.1 FPOs shall carry original Commerce and Insurance Armed Security Guard license and commission card on their person while traveling to/from duty station and on duty, when required by local or state law.
- 4.3.2 FPOs who do not have valid Commission Card and Commerce and Insurance Armed Guard Card in their possession or cannot produce one, when requested, shall be removed from post immediately. Contractor shall be notified immediately and a request for remedy shall be initiated. FPO may return to post the following day once valid licenses/permits are produced. Post shall be considered "open" during period of non-compliance.
- 4.3.3 FPOs are authorized to travel to and from duty stations armed, with assigned duty weapon(s), unless prohibited by law.
- 4.3.4 FPOs are required to have 40 hours of annual in-service training with a minimum of 8 hours firearms requalification. All in service training will be conducted in a classroom environment with a POST and/or Departmental approved instructor at no cost to the state.

## **4.4. Licensing Fees**

- 4.4.1 Contractor shall pay all costs and fees associated with applying for, receiving and maintaining permits and licenses throughout the Contract, including payment of all costs

and fees for Contractor employees who are required by federal, state or local regulating agencies to individually apply for licenses/permits.

- 4.4.2. Where federal, state, or local regulating agencies require Contract employees to individually apply and pay for licenses/permits, Contractor shall reimburse employees for all costs and fees associated with obtaining required licenses/permits.

## **A.5. Qualifications of Personnel**

### **5.1. General Information**

- 5.1.1. Contractor shall ensure that no person who is an illegal or an undocumented alien is employed as a FPO under this contract.
- 5.1.2. To be eligible to perform under this contract, FPOs shall meet following requirements:
- 5.1.2.1. Be a citizen of the United States of America, including U.S. territories and/or commonwealths. COTR may approve Lawful Permanent Residents who are currently members of U.S. armed services (Reserves or National Guard) or who possess an Honorable Discharge from a U.S. Military component.
  - 5.1.2.2. Have been issued an approved Social Security Card by Social Security Administration.
  - 5.1.2.3. Received, at minimum, either a high school diploma or General Equivalency Diploma from an accredited institution recognized by U.S. Department of Education.
  - 5.1.2.4. Meet at least **one** experience/education levels listed below:
    - 5.1.2.4.1. Three years of armed security experience within past five years
    - 5.1.2.4.2. Three years of military or National Guard (active duty or reserve) with "Honorable Discharge" status.
    - 5.1.2.4.3. Successful completion of a state certified Law Enforcement Education and Training or Police Officer's Standard Training course
  - 5.1.2.5. FPOs shall fluently speak, read, comprehend, and compose coherent written reports in English. The State may require FPOs to possess proficiency in a specific language for certain posts and shall indicate this requirement in Post Orders.
  - 5.1.2.6. FPOs shall follow all local state or Government applicable domestic violence laws.

### **5.2. Medical and Physical Qualifications**

#### **5.2.1. General Information**

- 5.2.1.1. Contractor shall ensure FPOs working under this Contract meet medical and physical requirements in accordance with the Peace Officer Standards and Training Commission, Attachment G.



### **5.2.3. Physical Demands**

- 5.2.3.1. FPOs shall be physically able to perform tasks and/or functions listed below, in performance of assigned duties:
- 5.2.3.1.1. Frequent and prolonged walking, standing, sitting, and stooping, up to 12 hours per day, either indoors or outdoors, during daytime or nighttime. Outdoor posts may require an individual to withstand extreme heat, humidity, cold, and/or severe weather (e.g., snow, sleet, rain, hail, wind).
  - 5.2.3.1.2. Frequent contact with general public, law enforcement, and dispatch center, requiring an ability to speak clearly and distinctly and remain calm in stressful situations (e.g., confrontations with angry, distraught, disturbed, or violent persons).
  - 5.2.3.1.3. Ability to remain on post up to four consecutive hours without sitting, eating, or relieving bladder/bowels.
  - 5.2.3.1.4. Ability to remain alert for up to 12 hours, with ability to mentally and physically react quickly to a variety of unexpected and dangerous situations. Use of senses (sight, hearing, smell, touch) is necessary to discern unusual or dangerous situations.
  - 5.2.3.1.5. Ability to use post security equipment (metal detectors, X-rays, CCTV); ability to use handcuffs, baton, and firearm at any time while on duty.
  - 5.2.3.1.6. Ability to read post assignments, write reports, and respond to both routine and emergency dispatches/orders.
  - 5.2.3.1.7. Ability to subdue violent or potentially violent or disturbed individuals, or intervene in a crisis (e.g., provide emergency First Aid or/resuscitation while waiting for arrival of paramedics or other emergency personnel).
  - 5.2.3.1.8. Occasional running, sprinting, lifting heavy weights, moving heavy objects, climbing stairs (e.g., in responding to emergencies, ensuring timely and complete facility evacuations, giving pursuit, etc.).
- 5.2.3.2. Contractor shall remove individuals deemed incapable of performing above tasks or functions from Contract.
- 5.2.3.3. Contractor shall be responsible for encouraging and promoting employees assigned to this contract to maintain an ongoing and regular program of physical fitness, at no cost to the State.

### **5.2.4. Initial and Recurring Screening for Illegal Drugs**

- 5.2.4.1. FPOs shall submit to urine drug screening as part of initial pre-employment process.
- 5.2.4.2. Any contract employee who reports to duty, or at any time while on duty, exhibits behavior indicative of controlled substance use or abuse, will be subjected to immediate removal from their duties by the State, and may be subjected to reasonable suspicion drug and alcohol testing. Reasonable suspicion must be based on articulable facts and circumstances. These facts and circumstances must include, but are not limited to, specific,

contemporaneous, articulable observations concerning the appearance, behavior, and speech or body odors. Reasonable suspicion drug and alcohol testing shall be conducted at no cost to the State.

- 5.2.4.3. FPOs shall follow all local state or Government applicable domestic violence laws.
- 5.2.4.4. All urine drug screenings must be conducted at a qualified clinic and not by the contractor.

### **5.2.5. State-Requested Screening**

- 5.2.5.1. CO and/or COTR may request urine drug screenings, in writing, to Contract Manager at any time. Drug screenings shall follow guidelines described in Section 5.2.4.
- 5.2.5.2. Contract Manager shall arrange for test as soon as possible, but no later than three working days.
- 5.2.5.3. Contract employee(s) identified for State-requested urine drug screenings may continue working under Contract until Contractor receives test results.
- 5.2.5.4. Contractor shall pay Contract employees the normal hourly rate/salary for time associated with screening at no cost to the State.
- 5.2.5.5. Contractor shall bear all expenses relating to any urine drug screenings for employee(s).
- 5.2.5.6. Contractor will perform a random urine drug screening quarterly of 10% of the employees working under this contract at no cost to the state.
- 5.2.5.7. Contractor shall provide the State of Tennessee CO and/or COTR a report stating the number of employees tested, the number of employees who received a positive test result, and the number of employees who received a non-positive test result.

## **5.3. Backgrounds**

### **5.3.1. Background Requirements**

- 5.3.1.1. FPOs shall be subjected to a background check conducted by the Tennessee Department of Commerce and Insurance Private Protective Services Division. The successful completion of the background check must be attained before any personnel can work under this contract.
- 5.3.1.2. The Contractor shall use the current vendor under State contract to submit electronic fingerprints to the Tennessee Bureau of Investigation (TBI). The TBI will perform applicable criminal check and send results to the Tennessee Department of Commerce and Insurance Private Protective Services Division. It will then be determined if the applicant's background meets the requirements to be issued an armed guard license. Furthermore, COTR has the right to perform a criminal history check at any time.

- 5.3.1.3. Contractor shall incur all costs at no cost to the State for background checks unless performed by the COTR. Including all costs associated with submitting electronic fingerprints to meet the terms of this Contract.
- 5.3.1.4. In addition to submitting electronic fingerprints, all contractor personnel shall complete the FPO Background Packet (Attachment C). This information will be submitted directly to COTR as a part of each employee's personnel file and may be used to conduct more thorough background review.
- 5.3.1.5. Contractor shall ensure background packets submitted to the COTR are complete, legible, and accurate. COTR shall return illegible or incomplete packets, which may result in delays of personnel working under this contract.
- 5.3.1.6. FPOs shall not be able to perform under this Contract until completion a favorable background review.
- 5.3.1.7. The State shall not be responsible for any delays which occur due to Contractor's inability to submit complete, accurate, and legible background packets.
- 5.3.1.8. COTR will conduct a criminal history check on all contractor personnel who work under this contract but are not required to obtain an armed guard license as part of their regular duties.
- 5.3.1.9. Contractor shall be responsible for renewing employees' armed guard license prior to expiration. Occasionally, renewal may require an additional background check.
- 5.3.1.10. Contractor must remove Contract employee(s) upon expiration of armed guard license, until such time license is renewed.

### **5.3.2. Background Determination**

- 5.3.2.1. Once a prospective Contract employee applies for a position and receives a favorable evaluation by Contractor (i.e., meets the minimum qualification requirements cited in this Contract, including Attachment B Psychological Evaluation, and otherwise meets Contractor's hiring criteria), Contractor shall submit the required documentation for each Contract employee to COTR for final approval.
- 5.3.2.2. The State may not be able to complete a satisfactory background investigation or criminal history check on individuals not residing in the United States for three (3) of the past five (5) years. In such cases, the State retains the right to deem individual(s) as ineligible due to insufficient background investigation or criminal history check.
- 5.3.2.3. The State shall have and exercise full and complete control over granting, denying, withholding, or terminating personnel from working within this contract as the result of background investigations.

### **5.3.3. Entry on Duty Decision**

- 5.3.3.1. The State shall have and exercise full control over granting, denying, withholding, or terminating unescorted access to a State facility and or sensitive State

information access for Contractor employees, based upon results of a background investigation.

#### **5.3.4. Unfavorable Background Determination**

- 5.3.4.1. The COTR shall immediately advise Contractor that an employee cannot work under Contract if disqualifying information is discovered during background investigation. Contractor shall in turn immediately remove employee from consideration.
- 5.3.4.2. Disqualifying information includes but is not limited to:
  - 1) Conviction of a felony, a crime of violence, or a serious misdemeanor
  - 2) Possessing a record of arrests for continuing offenses
  - 3) Falsification of information entered on completed background packet

#### **5.3.5. Favorable Background Determination**

- 5.3.5.1. Upon favorable determination, Contract employee is approved to work under this contract as long as it is in place; if nothing occurs within duration of employment that could be deemed a disqualifying circumstance.

### **A.6. Training**

#### **6.1. General Information**

- 6.1.1. COTR has discretion to accept or deny proposed exemptions for previous training and/or certifications obtained under another law enforcement entity. Previous training and certification documentation and/or credentials must be valid and meet requirements of this contract to be considered. All training shall be compliant with the requirements set forth in Attachment F – Training Guide.
- 6.1.2. Contractor may proceed with Contractor-provided training at its own risk while awaiting results of background check.
- 6.1.3. Contractor may schedule the required State-provided training, testing, and qualification with the State during waiting period.
- 6.1.4. Contractor shall provide training for primary and any additional weapons as outlined in the State Training Guide – Attachment F.
- 6.1.5. Contractor shall provide each FPO a legible, securely bound copy of the Training Manual at beginning of basic training course.
- 6.1.6. Contractor is responsible for all related costs incurred by FPOs while attending contract mandated training, test, or examination, to include; expenses for transportation, lodging, and meals. Contractor may seek pre-approval for reimbursement of these costs by submitting Attachment K FPO Travel Authorization Contractor form. Any reimbursement shall be at the discretion of the Department of Safety and Homeland Security and shall require an approved FPO Travel Authorization form prior to travel.  
  
Contractor travel compensation is on a case-by-case basis and only at the discretion of the Department of Safety and Homeland Security and subject to the current "State Comprehensive Travel Regulations." See Contract section C.4.
- 6.1.7. During Contractor-provided training, Contractor shall ensure FPOs are not disruptive to others (i.e. repeated lateness, absences, or disrespectful behavior). Such behavior indicates a student may not be suitable for a FPO or supervisory position.

- 6.1.8. During State-provided training, if applicable, Instructors will notify Contractor of disruptive behavior and advise such behavior may result in removal from training.

## **A.7. Documentation Requirements**

### **7.1. File Creation**

- 7.1.1. Contractor shall be required to submit "Company Information" and "FPO Information" to the COTR in a mutually agreed upon format.

### **7.2. Electronic Certifications**

- 7.2.1. Contractor shall complete and certify FPO certifications as directed by COTR or the CO using the State approved spreadsheet.
- 7.2.2. Contractor shall submit FPO certifications via e-mail to COTR, as soon as update or recertification paperwork is obtained
- 7.2.3. The State shall not reimburse Contractor for services rendered by a FPO lacking appropriate licenses, permits, training, and certifications.

### **7.3. Personnel Filing System**

#### **7.3.1. Organization of Files**

- 7.3.1.1. Contractor shall maintain personnel files for employees who work under this contract. These files shall reside in Contractor Manager's office and be made available to State immediately upon request.
- 7.3.1.2. Contractor must maintain legible, paper or computerized system (electronic/scanned) files containing training, certification, licensing, and permit information required in Contract.
- 7.3.1.3. Contractor shall maintain files for a minimum of five (5) years after Contract closeout.
- 7.3.1.4. Contractor shall organize FPO personnel files in the following order:
- 1) Photograph (current)
  - 2) Background Packet
  - 3) Driver's License/Social Security Card
  - 4) Proof of Education (High School Diploma or GED)
  - 5) Medical Certification
  - 6) Mandatory Pre-Employment Drug Screening
  - 7) Random Drug Screenings
  - 8) CPR/ First Aid Certification
  - 9) Contractor-Provided Initial Weapons Training and Qualification
  - 10) State Weapons Permit and Renewal
  - 11) Armed Guard License and Renewals
  - 12) Contractor-Provided Baton Certification
  - 13) Contractor-Provided OC Spray Certification
  - 14) Contactor-Provided Basic Training
  - 15) Contractor-Provided Refresher Training
  - 16) State-Provided Departmental Training
  - 17) Emergency Contact Information

- 18) Contractor- Provided Employee Policy and Procedures Receipt/ FPO General Order Acknowledgment
- 19) Commissioning/ Decommissioning Documents
- 20) Copies of Complaints, Investigations, and Disciplinary Actions for all Infractions
- 21) Copies of Commendations, Awards, and Letters for Any Work Performed

### **7.3.2. Audit of Personnel Files**

- 7.3.2.1. CO, COTR, or authorized State representative approved by CO, COTR, or Central Procurement Office shall have express authority to review Contract employee personnel file and/or request documentation which clearly identifies overall status of Contract employees, at any time during contract period.

## **A.8. General Information.**

### **8.1. Medical Standards**

- 8.1.1. The State shall not grant any waivers or deferments of medical standards.

### **8.2. Testing Procedures**

- 8.2.1. The State shall not grant waivers to testing procedures.

## **A.9. Required Services**

### **9.1. Order of Precedence**

- 9.1.1. FPOs shall perform services as prescribed in documents below; if there are any inconsistencies between documents, following order of precedence applies:
  - 1) Contract (including any associated task orders)
  - 2) Post Orders
  - 3) Post Desk Book (including the State Operating Orders, Standard Operating Procedures, and State Emergency Action Plan Contractor Policy Manual)

### **9.2. Post Orders**

- 9.2.1. FPOs shall perform tasks in accordance with duties outlined in Post Orders (Attachment I Post Order Template). COTR will draft post orders with input from the Contractor.
- 9.2.2. FPOs shall not deviate from directions provided by Post Orders, except in emergencies or as directed by COTR.
- 9.2.3. COTR may modify, amend, and/or revise Post Orders to change; shift duties, start and stop times, and post locations, provided change is within scope of contract and has no impact on Contract cost and does not require modification to task order or contract.
- 9.2.4. CO is the only authorized State agent that can increase or decrease the amount of equipment and/or supplies required.
- 9.2.5. CO shall direct changes through a written modification to Contract or task order.
- 9.2.6. Contractor may be financially liable for accepting or implementing changes by anyone other than CO; therefore, Contractor shall be responsible for verifying with

CO whether Contractor should provide any requested changes pending issuance of a Contract or task order modification.

### **9.3. Typical Duties**

- 9.3.1. FPOs shall perform a variety of security-related duties, depending on type of posts assigned and shall be thoroughly familiar with Post Orders and Post Desk Book of assigned posts.
- 9.3.2. FPOs shall monitor and observe facility occupants and visitors for compliance with State Management Regulations, Facility Management, and facility's posted rules and regulations.
- 9.3.3. FPOs shall identify, report, delay, or detain persons who violate State Law, as appropriate and in accordance with Post Orders.
- 9.3.4. FPOs shall report incidents in accordance with established procedures.
- 9.3.5. Off-going FPOs shall provide a brief summary to on-coming FPOs of recent, continuing, or anticipated events and occurrences for assigned post.
- 9.3.6. FPOs shall be responsible for maintaining logs, reports, and files of incidents and occurrences encountered during tour of duty.
- 9.3.7. FPOs shall perform duties in a professional manner, responsible for observing surrounding environment, and, when necessary, questioning those persons whose activities arouse suspicion.
- 9.3.8. FPOs shall be knowledgeable of location and use of first aid kits, fire extinguishers, AEDs, fire alarms, emergency exits, and duress alarms (if any) and ready, willing, and able to use as necessary and required by State Emergency Action Plan.
- 9.3.9. FPOs shall be familiar with each tenant Agency and location within facility, restrooms, elevators, entrances and exits, retail spaces, and parking areas, and shall provide that information upon inquiry.
- 9.3.10. FPO shall not provide more than twelve (12) hours of combined service on any single or multiple contracts administered by the State, in any twenty-four (24) hour period. Exception to rule: *There must be an eight (8) hour non-duty period between work periods or granted an exception by COTR.*

### **9.4. Access Control Posts**

- 9.4.1. Purpose of access control is to allow only authorized individuals, vehicles, and items, as defined by facility policy and post orders, to pass into controlled areas.
- 9.4.2. If requested by the State, FPOs shall control individuals attempting to gain access to facility by verifying identification.
- 9.4.3. If requested by the State, FPOs shall control vehicular access to a facility by verifying identification.
- 9.4.4. If requested by the State, FPOs shall control delivery access to facility by verifying identification, bill of lading, manifest, and cargo.

## **9.5. Visitor Processing Posts**

- 9.5.1. FPOs shall process visitors by verifying visitors' identification, contacting agency sponsors or escorts, fabricating and issuing visitor passes, entering and maintaining data on visitor logs or automated visitor data base programs, and ensuring visitors are subject to screening.

## **9.6. Screening Posts**

- 9.6.1. If requested by the State, FPOs shall operate screening post as directed by Post Orders, or COTR, in event of an emergency or elevated security posture.
- 9.6.2. If requested by the State, FPOs may conduct inspections using automated technology; by manual tactile techniques, such as touching and feeling, or by visual surveillance.
- 9.6.3. FPOs will conduct and record performance tests of equipment as directed in Post Orders.
- 9.6.4. If requested by the State, FPOs shall deny admittance to those persons refusing to submit to a voluntary inspection, except for those persons exempted by specific State directive.

## **9.7. Patrol & Response Posts**

- 9.7.1. FPOs shall conduct patrols in accordance with routes and schedules established in Post Orders or as directed by COTR.
- 9.7.2. FPOs shall observe, detect, respond to and report on potential or actual security violations.
- 9.7.3. Roving patrol security officers shall serve as first responder (awareness level) to security alarms and emergencies occurring within area of assignment.

## **9.8. Control Center Operations**

- 9.8.1. FPOs assigned to Control Center Operations posts serve as point-of-contact for non-emergency and emergency communications and information, as well as operate and monitor security and safety systems.

## **9.9. Traffic Control**

- 9.9.1. FPOs shall direct traffic (vehicular and pedestrian), control parking, issue traffic courtesy violation notices, and examine surroundings for suspicious vehicles or persons, when required by post orders or direction of COTR.
- 9.9.2. FPOs may identify, delay, and detain suspicious person(s), as necessary to maintain a level of security sufficient to ensure safety and protection of personnel, property, and resources.

## **9.10. Receipt, Use and Safeguarding of Keys**

- 9.10.1. FPOs will be responsible for receiving and utilizing keys and access control devices (i.e., "key cards," lock combinations) required for duty.
- 9.10.2. FPOs shall consider keys and access control devices as sensitive assets and safeguard and secure as directed by Post Orders.



- 9.10.3. Keys and access control devices are State property and shall be returned to issuing agency at contract termination or when no longer needed for performance of contract.
- 9.10.4. FPOs shall not remove keys and access control devices from facility premises unless specifically authorized by COTR.
- 9.10.5. Contractor shall immediately report missing, lost, unusable, and/or stolen keys or access control devices to COTR.

#### **9.11. Security and Safety Systems**

- 9.11.1. FPOs shall monitor and operate facility fire alarm, environmental and intrusion detection systems, closed circuit television systems, automated access control systems, package and personnel screening systems, communications systems, and other protection devices or facility equipment located on or near post, in accordance with Post Orders.
- 9.11.2. When an alarm sounds, FPOs shall immediately report and record an incident as required by Post Orders.
- 9.11.3. FPOs shall not disengage, shut off, remove, reposition, obstruct, or in any way interfere with State video surveillance cameras/systems.
- 9.11.4. FPOs shall immediately notify a supervisor, COTR, and the State Contract Manager if any systems under their control malfunction, fail completely, or otherwise need maintenance.
- 9.11.5. FPOs, during emergencies, may have a requirement to perform simple emergency-related functions as prescribed in Post Orders; i.e. activate/deactivate facility systems, to include heating/ventilation/air conditioning systems; circuit breakers/switches; and plumbing valves/switches.

#### **9.12. Rules and Regulations Governing Conduct on State Property**

- 9.12.1. FPOs shall monitor and observe facility occupants and visitors for compliance with the State Law and the facility's posted rules and regulations. FPOs shall also identify, report, delay, or detain those persons who violate the State Law as appropriate and in accordance with the State Emergency Action Plan.

#### **9.13. Physical Security, Law, and Order**

- 9.13.1. FPOs shall maintain physical security, law and order as prescribed by statute, regulation, and Post Orders.
- 9.13.2. FPOs shall be responsible for detecting, delaying, and/or detaining, persons attempting to gain unauthorized access to State property or otherwise violating laws, rules, and regulations.

#### **9.14. Hazardous Conditions**

- 9.14.1. FPOs shall immediately report, in accordance with State Emergency Action Plan, potentially hazardous conditions and items in need of repair; i.e. inoperative lights, locks, security hardware, leaky faucets, toilet stoppages, broken/slippery floor surfaces, blocked emergency routes/exits.

- 9.14.2. FPOs shall remain vigilant in order to observe, report, and provide emergency response to a variety of hazards and activate alarms, notify appropriate authorities, and control access to hazardous zones from a remote area or safe distance.

#### **9.15. Response to Injury or Illness**

- 9.15.1. FPOs shall summon assistance in accordance with Post Orders, in case of injury or illness to any person on State property.

#### **9.16. Additional Duties**

- 9.16.1. FPOs shall turn off unnecessary lights, secure safes, repositories, cabinets, windows, doors, gates and other facility access points, and perform any other additional duties as prescribed in Post Orders.
- 9.16.2. FPOs shall not perform duties ordinarily conducted by janitors, facility maintenance staff, delivery persons, receiving officials, or mechanics.
- 9.16.3. FPOs shall not be required or expected to provide any facility systems services, except very basic functions as prescribed in Post Orders.

#### **9.17. Reports, Records, and Testimony**

- 9.17.1. FPOs shall immediately report potential or actual serious incidents to the COTR before responding, if situation allows. If FPO is unable to report to the COTR immediately, FPO shall report incident when situation allows. COTR shall be briefed of any incident in which a FPO is involved.
- 9.17.2. FPOs shall prepare and maintain required reports in accordance with Post Orders.
- 9.17.3. Contractor shall electronically review and approve all Offense and Incident Reports created by any FPO and submit these reports for previous week to COTR every Monday by 10:00 a.m. or as otherwise directed by COTR.
- 9.17.4. FPOs shall coordinate with COTR when subpoenaed or otherwise ordered to testify in judicial proceedings on behalf of the State; these proceedings take priority over other Contractor-scheduled duties.
  - 9.17.4.1. FPOs required to make a court appearance shall receive remuneration from Contractor at same hourly rate earned while on duty, and in turn, the State shall remunerate Contractor in the event Contractor submits a request for equitable adjustment.
  - 9.17.4.2. Contractor may submit a request for equitable adjustment for actual hours a FPO spent at court, whether or not FPO testified.
  - 9.17.4.3. FPOs scheduled to testify on behalf of the State shall wear duty uniform and weapons/firearms.
  - 9.17.4.4. Contractor shall ensure post is covered, if FPO testifying on behalf of the State is scheduled for duty.

#### **9.18. Civil Disturbances**

- 9.18.1. FPOs shall perform other functions, as directed by the COTR, at State facilities or grounds which may be necessary during situations, such as civil disturbances or other criminal acts, which could adversely affect security and/or safety of State employees, property, and general public.

### **9.19. Emergencies**

- 9.19.1. In case of an emergency condition requiring immediate attention, Contractor's on-site supervisor or lead FPO shall take action at direction of or in coordination with COTR, to appropriately secure posts in accordance with Post Orders and divert uniformed personnel from their normal assigned duties to meet condition and summon appropriate assistance as required in Emergency Action Plan.
- 9.19.2. Contractor shall immediately notify the COTR or prime tenant agency, in accordance with Post Orders, of action taken and shall immediately contact the State Contract Manager to report same information.
- 9.19.3. There shall be no additional cost charged to the State for diversion, and there shall be no penalty to Contractor for normal daily work not completed and otherwise scheduled. FPOs shall report incidents of this nature in accordance with procedures outlined in Post Desk Book. Upon resolution of situation, contract employees should return to their assigned posts and duties.

### **9.20. Primary Security Responses**

- 9.20.1. FPOs may have to act independently as primary security response until law enforcement assistance arrives.

### **9.21. FPO Post Arrival & Departure**

- 9.21.1. The Contractor will utilize a Contractor provided Post Tracking System (PTS) or State's Dispatching Logs as an electronic validation of post staffing. FPOs will check-in/out of PTS upon arriving at/departing from a designated post, using an assigned personal identification number and post identification number. The Contractor will assign personal identification numbers after receiving certification and testing data for employee and will provide this documentation to the COTR.
- 9.21.2. FPOs providing relief shall check-in/out and confirm each post is relieved as directed by Post Orders, using an assigned personal identification number and post identification number.
- 9.21.3. FPOs working posts shall check-in/out of upon arriving at/departing from a designated post, using an assigned personal identification number and post identification number.
- 9.21.4. FPOs must check-in within 10 minutes of scheduled post start time or PTS will alert, post is open, and Contractor shall not be paid for any time when a post is in "open" status.
- 9.21.5. If FPO checks-in later than scheduled post start time, Contractor shall only receive payment for actual time FPO spent on post.
- 9.21.6. If FPO checks-in and the State determines a FPO does not have appropriate qualifications, post will be considered "open." Contractor shall not receive payment for "open" post hours.

- 9.21.7. Contractor shall provide COTR a detailed memorandum of explanation to any invoice discrepancies between hours billed and PTS records. *(Note: Receipt of a memorandum of explanation does not guarantee that the State will accept an explanation or issue credit for payment purposes.)*
- 9.21.8. The State shall reconcile Contractor's monthly invoice with monthly reports generated from PTS data for payment purposes.

## **A.10. Conduct of Contractor Personnel**

### **10.1. General Information**

- 10.1.1. Contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity and imposing disciplinary action when necessary, up to and including removal at its own discretion or by direction of CO. Employees must adhere to the IACP National Law Enforcement Policy, Standards of Conduct, Attachment D, as may be updated and adopted by the State.
- 10.1.2. The State reserves the right and prerogative to deny and/or restrict facility and information access or to direct removal from contract of any contract employee whom:
- 10.1.2.1. The State determines contract employee presents a risk of compromising sensitive State information to which he or she would have access to under this contract.
  - 10.1.2.2. Engages in serious misconduct, to include, but not limited to dishonest and untrustworthy behavior.
  - 10.1.2.3. Solicits or receives gifts based upon position
  - 10.1.2.4. Engages in personal use of State property.
  - 10.1.2.5. Uses State property or non-public information for private gain.
  - 10.1.2.6. Engages in political or private fundraising while on duty.
  - 10.1.2.7. Promotes or endorses political candidate or agenda while on duty.
- 10.1.3. The State shall not be responsible for any additional costs borne by Contractor in connection with removed personnel.

### **10.2. Reporting Adverse Information**

#### **10.2.1. General Information**

- 10.2.1.1. Contractor shall report, to COTR, any adverse information that may impact employment or performance of an employee within 12 hours.
- 10.2.1.2. Contractor shall not make reports based on rumor or innuendo. Subsequent termination of employment of an employee does not eliminate requirement to submit a report. Report shall include employees' name and descriptive narrative regarding adverse information.

- 10.2.1.3. If an employee has a disqualifying event under State or Federal Law requirements, Contractor shall immediately remove individual from FPO position and notify COTR.

#### **10.2.2. Notification of Arrest**

- 10.2.2.1. FPOs and Key Personnel shall notify Contractor within twelve (12) hours of arrest. Failure to notify may result in a request for removal from this contract.
- 10.2.2.2. Contractor shall notify COTR within twelve (12) hours of employee's notification of arrest to Contractor.
- 10.2.2.3. Contractor is not required to notify the COTR of minor traffic violations unless required by State law or as a requirement of a required permit or license.

#### **10.3. State Directed Removal of Contractor Employees**

- 10.3.1. CO shall provide written notification to Contractor for removal of an employee. Contractor shall immediately remove employee and replace with another commissioned FPO.

### **A.11. Key Personnel**

#### **11.1. General Information**

- 11.1.1. Under this contract, the State designates positions of Contract Manager, Supervisors, and Training Instructors as "key personnel". Contractor shall submit Key Personnel Resumes as part of Transition Plan. Resumes shall clearly detail individual's qualifications.
- 11.1.2. CO and COTR shall approve proposed Key Personnel prior to assignment under this Contract, the Contractor shall not replace any Key Personnel without submitting a Key Personnel Resume to CO for approval. CO and COTR have a right to request replacement of key personnel when deemed necessary.
- 11.1.3. Contractor shall provide to CO and COTR, name, telephone number, pager number (if any), cellular phone number (if any), facsimile number, e-mail address, and office address of "Key Personnel" by date of first post-award meeting.

#### **11.2. Contract Manager**

- 11.2.1. Contract Manager (CM) position requires a minimum of five years of specialized experience. Specialized experience includes project development and implementation from inspection to deployment; expertise in management and control of funds and resources using complex reporting mechanisms; and demonstrated capability in managing multi-task Contracts or subcontracts of various types and complexity.
- 11.2.2. CM must have a bachelor's degree in any field of study or have substantial and credible law enforcement, military, or business management experience, which demonstrates individual's capacity to effectively manage a security force and contract/task order equivalent to scope, magnitude, and complexity as described in this Contract.
- 11.2.3. CM shall have complete authority to act for Contractor during term of contract. CM shall have authority to accept notices of deductions, inspection reports, and correspondence on behalf of Contractor.

- 11.2.4. CM shall have overall responsibility for implementing, monitoring, and upgrading Contractor's quality control plan and is responsible for ensuring Contractor's work force complies with contract requirements.
- 11.2.5. CM, or their designee, shall be available at all times, by telephone or in person to discuss deficiencies. After normal duty hours or on weekends and holidays, CM shall be available within 30 minutes.
- 11.2.6. Under no circumstances, shall uniformed employees performing productive or supervisory hours under terms of contract/task order or any other security force contract/task order administered by the State, perform CM duties.

### **11.3. Supervisor**

- 11.3.1. Supervisor(s) shall have a background with a minimum of two years of successful experience in field supervision (civilian community law enforcement, military service law enforcement, or commercial/industrial security force service).
- 11.3.2. If an employee lacks experience, listed above, and is selected for a supervisory position, Contractor, by written request, shall provide evidence of similar leadership experience. Acceptance of evidence shall be at discretion of COTR. Under no circumstances, except to cover short term breaks, shall a Supervisor work a post while also working in a supervisory capacity unless they have received prior written approval by the COTR.
- 11.3.3. Contractor shall maintain no less than the amount of supervision described in the Management Approach aspect of their proposal. If at any time after award, Contractor determines additional supervision beyond initial proposal is necessary to address performance issues, Contractor shall provide such additional supervision at no additional cost to the State.

### **11.4. Training Instructor**

- 11.4.1. Contractor shall provide training instructor at no additional cost to the State.
- 11.4.2. Training Instructor(s) shall have a background with a minimum of two years of successful experience in training experience (civilian community law enforcement, military service law enforcement, or commercial/industrial security force service).
- 11.4.3. Contractor may propose, by written request, an employee for a training instructor position who lacks above experience, provided Contractor offers evidence of similar training experience. Acceptance of such an alternative shall be at discretion of CO.
- 11.4.4. Training Instructor shall possess appropriate certifications to perform First Aid, CPR, AED, and firearms instructions. Training Instructors for First Aid, CPR, and AED must have an Instructor certification from American Red Cross or American Heart Association.

### **11.5. Weapons, Use of Force, Compliance Expert**

- 11.5.1. Contractor shall provide contact who will serve as the subject matter expert and primary point of contact regarding Contractors weapons policy, use of force, and compliance. This will be the primary point of contact for questions, grievances, weapons issuance, reports regarding use of force, and related topics.

## **A.12. Operations**

## **12.1. Work Site**

### **12.1.1. Schedule**

- 12.1.1.1. Contractor shall be responsible for scheduling work and notifying FPOs of work schedules, in a manner consistent with effective contract management. Contractor shall furnish a copy of most current schedule to the State when requested by CO or COTR.

### **12.1.2. Breaks**

- 12.1.2.1. Contractor shall provide breaks and/or meal periods in accordance with minimum state requirements.

## **12.2. Compliance**

- 12.2.1. Contractor shall be responsible for compliance with workplace regulations, including, but not limited to TOSHA regulations.

## **12.3. Contract Effort Required**

### **12.3.1. Reserve Security Force**

- 12.3.1.1. Contractor shall maintain an on-call reserve force (e.g. basic, temporary additional services) at all times; staffing and resources must be sufficient to perform required services, to including, out-of-service training, employee leave status, and COOP activation.
- 12.3.1.2. Contractor must have sufficient staffing to cover/replace any employee absence to maintain proper staffing at each post.
- 12.3.1.3. Reserve FPOs shall meet minimum qualification of this Contract prior to being assigned to work any post.

### **12.3.2. Emergency Security Services**

- 12.3.2.1. Contractor shall furnish properly qualified FPOs, management, supervision, and equipment and supplies for sustained emergency surge security force services; i.e. natural disasters, civil disturbances, or other unanticipated events.
- 12.3.2.2. Hourly rate for emergency FPO services shall be inclusive of all costs (e.g. travel costs, per diem, and lodging) directly related to or incidental to providing service at locations specified by the State when ordered. There will be no "phase-in" period for these requirements.
- 12.3.2.3. Requirements ordered under emergency force service will be for no more than 120 days of service.
- 12.3.2.4. The State shall notify Contractor within 30 days prior to expiration of emergency force service task order.

### **12.3.3. Overtime Security Services**

- 12.3.3.1. In addition to the requirements of 12.1.1.1, Contractor shall make every effort to schedule work appropriately in order to avoid overtime security services.
- 12.3.3.2. In the event overtime becomes necessary, but is unplanned, requests for unplanned overtime security services must be approved in writing by Supervisors of the requesting agency and written notification must be made to the Department of Safety and Homeland Security as soon as possible, but within two (2) business days.
- 12.3.3.3. Pre-planned overtime security services. Contractor shall not incur overtime unless authorized to do so by COTR in writing via email communication within 24 hours prior to furnishing overtime services. Contractor will not be compensated for overtime paid to an FPO called in to re-staff vacated shifts according to the POST Orders for any reason.
- 12.3.3.4. Approved unplanned overtime security services. Contractor shall furnish properly qualified FPOs, management, supervision, and equipment and supplies for unanticipated extensions of shifts, applicable events or when an FPO is required to stay over hours above what is stated within the POST Orders for client required overtime services.
- 12.3.3.5. Approved planned overtime security services. Contractor shall furnish properly qualified FPOs, management, supervision, and equipment and supplies for approved extensions of shifts, applicable events or when an FPO is approved to stay over hours above what is stated within the POST Orders for client required overtime services.

#### **12.4. Contact Information**

- 12.4.1. Contractor shall provide the State with company email addresses and company contacts.

### **A.13. State-Provided Property**

#### **13.1. General Information**

- 13.1.1. Contractor shall use and/or operate State–provided property in a responsible manner. Contractor is solely responsible for care and accountability of State-provided equipment in accordance with terms and conditions of this Contract.
- 13.1.2. Contractor shall return all State–provided property to COTR, to include identification, equipment, or access materials when; property is no longer necessary for contract performance, expired, employee termination/resignation, or at direction of COTR within five calendar days of any event listed above.
- 13.1.3. Contractor shall return any Tenant-provided property to issuing agency, to include identification, equipment, or access material when; property is no longer necessary for contract performance, expired, employee termination/resignation, or at direction of COTR within five calendar days of any event listed above.

#### **13.2. Use of State Property**

- 13.2.1. Contractor shall use State property for official State business only, in performance of this Contract. Contractor and contract employees shall not use State property in any manner for any personal advantage, business gain, or other personal endeavor.
- 13.2.2. Contractor shall reimburse the State for expenses associated with misuse or abuse of



State furnished property or equipment by contract employees.

### **13.3. Accountability of State Property**

- 13.3.1. Property furnished by the State under this Contract shall remain State property. Upon termination or conclusion of contract, Contractor shall render an accounting of such property that has come into their possession during Contract term.
- 13.3.2. If any State issued (the State, or tenant agency) identification, equipment, or access materials are not available to return, Contractor must submit a report to COTR, referencing any control number, name of individual to whom issued, last known location and disposition of item.
- 13.3.3. The State shall repair or replace any State-provided property that incurs damage or loss from improper use or negligence by contract employees. The State shall deduct cost of such repairs or replacement from Contractor's invoice. Contractor shall remunerate the State for expenses associated with misuse of telephones or other State furnished office equipment by contract employees.
- 13.3.4. Unless otherwise specified, the State is responsible for repair and maintenance of State-provided property.
- 13.3.5. Contractor shall be responsible for timely reporting, as identified herein, to COTR of any property deficiencies or losses. Contractor shall identify loss or damage to State- provided property to COTR as soon as possible, but no later than twenty-four (24) hours after discovery by Contractor.
- 13.3.6. Contractor shall provide COTR with an inventory of State-provided property no later than 10<sup>th</sup> day of January, April, July, and October. Inventory shall include all State furnished equipment and non-expendable supplementary equipment.

### **13.4. Safeguarding State Property**

- 13.4.1. Contractor shall take reasonable precautions to safeguard and protect State property, as directed by the State or in absence of such direction, in accordance with sound industrial practices.
- 13.4.2. Work under this contract may require contract employees to have access to classified, confidential, proprietary, sensitive, personal, business, technical, or financial information (property) belonging to the State, other private parties performing, or seeking to perform work for the State.
- 13.4.3. No Contract employee shall have authorization to read, photocopy, remove, or otherwise appropriate such information for personal use or disclose such information to third parties unless specifically authorized in writing by CO. Violations of this policy may result in contractual actions up to and including Termination for Convenience or Termination for Cause, as applicable, and/or removal of contractor employee.
- 13.4.4. The State may pursue any available contractual or legal remedies for the unauthorized use of information and/or property to include prosecution under the law.

## **A.14. Contractor-Provided Property**

### **14.1. General Information**

- 14.1.1. Contractor shall furnish and maintain uniform and equipment items in a condition acceptable to the State.
- 14.1.2. Contractor is solely responsible for quality and performance of Contractor-provided equipment.
- 14.1.3. Contractor shall provide COTR an inventory of Contractor-Provided Property on an annual basis by January 10 of each contract year. Inventory shall include Contractor furnished equipment, uniforms, and non-expendable supplementary equipment.
- 14.1.4. Contractor may have a requirement to furnish some or all types of equipment described herein. Current requirements for such equipment are set forth within related Contract Attachments. If no current requirements exist, the State may modify contract at any time to incorporate emerging requirements.

## **14.2. Communications Equipment**

- 14.2.1. Contractor shall obtain applicable permits in accordance with State Regulations for operation of such radio equipment. Contractor shall provide a copy of such permits to COTR prior to utilization of designated frequencies. The State may identify radio frequencies for use by Contractor.
- 14.2.2. Contractor shall ensure useful availability of Contractor furnished communications equipment on a continuous basis. Contractor shall immediately provide fully operational substitute communications equipment when primary equipment is temporarily inoperable.
- 14.2.3. Each FPO will be required to have a radio at all times while on duty.
- 14.2.4. The contractor must have a command center that can maintain radio contact with the FPOs. In addition, the command center will be provided with a THP radio in order to contact THP Dispatch if necessary. As long as the radios function properly and are effective, the contractor can use their own discretion with regards to the radios they use.

## **14.3. Vehicles**

- 14.3.1. Contractor shall obtain applicable permits, titles, inspections, and registrations in accordance with applicable State and local laws prior to any use of the operation of vehicles.
- 14.3.2. All costs for operation and maintenance of vehicle(s), including license and insurance fees, shall be borne by Contractor.
- 14.3.3. The State may request at its sole discretion for a FPO to patrol the appropriate area by the use of a Motor Vehicle. Any Motor Vehicle used for these purposes must have prior written approval from the COTR before use of said Motor Vehicle.
- 14.3.4. The contractor will be required to have two vehicles. Vehicles must be no more than 3 years old during time of service, unless otherwise approved by COTR. Vehicles must be solid white 4-door sedans with appropriate appearance. (No dents, rust, cracked windows, etc.) They must be equipped with green lights, a spotlight, and a radio. (Contractor radio not THP radio.) Vehicles will be required to have an identifier on each side that enables them to be easily recognized as an FPO vehicle.

## **14.4. Firearms, Ammunition, and Less-Than-Lethal Weapons**

- 14.4.1. Contractor shall obtain applicable permits, licenses, and registrations in accordance with State and local laws for acquisition, carriage, and use of firearms, ammunition, and less-than-lethal weapons.
- 14.4.2. All costs associated for acquisition and maintenance of firearms, including license and insurance fees, shall be borne by Contractor.
- 14.4.3. Contractor shall provide applicable accessories such as clearing barrels, trigger locks, gun lockers, cleaning products, etc. on sites that the State deems necessary.
- 14.4.4. Modifications to firearm mechanisms must comply with manufacturer's specifications and requirements.
- 14.4.5. Contractor shall acquire ammunition from a commercial source.
- 14.4.6. The type of ammunition provided by the Contractor shall be 9mm, 45 ACP, 40 Caliber, or 357 Sig, Semi-Automatic Handgun. The Contractor must receive prior written approval from the CO or COTR of any style of weapon and ammunition that will be used under this contract.
- 14.4.7. Contractor shall maintain documentation for each firearm; documentation will include, at a minimum; make, model, caliber, and serial number.
- 14.4.8. Contractor shall provide a copy of firearm inventory to COTR prior to contract performance date and shall keep list current; any change to firearm inventory must be forwarded to COTR within one week of change.
- 14.4.9. FPOs shall inspect firearm for serviceability prior to each tour of duty and shall arm with three magazines or speed loaders, at full capacity, in a duty-ready manner (magazine in weapon/round in chamber).
- 14.4.10. FPOs shall promptly notify COTR when a firearm has been discharged outside of training.
- 14.4.11. Each FPO is required to have their own weapons.

#### **14.5. Personal Protective Equipment (PPE)**

The use of any Personal Protective Equipment shall be approved by the COTR and should be concealed when appropriate.

#### **14.6. Uniforms and Grooming**

- 14.6.1. The Contractor shall follow the guidelines set forth in Contract Attachment E and Attachment H. The State reserves right to review uniform components. FPOs shall wear same color and style of uniform and maintain a professional and neat appearance at all times.
- 14.6.2. The Contractor shall provide level 2 or greater bullet proof vest.
- 14.6.3. FPOs shall comply with standards for wear and care of uniform items in accordance with the Company Policy and FPO General Orders.

- 14.6.4. FPOs shall wear Commission Card on outermost uniform garment or as otherwise directed by COTR.
- 14.6.5. Contractor shall grant reasonable accommodations to religious practices of FPOs, without regard to religious preferences; as long as religious practices do not affect FPOs ability to perform required tasks or a significant safety risk. COTR shall review reasonable accommodation documentation to ensure completeness and contract compliance.
- 14.6.5.1. Accommodations shall be consistent with legal and Constitutional standards and essential mission requirements. Accommodated religious practice shall not suggest State endorsement of any particular faith, shall not reasonably appear to propagate an individual's faith, shall not significantly undermine public's confidence in the State, shall not create a significant safety risk to FPOs or public, and shall not conflict with mission-essential job task requirements.
- 14.6.5.2. FPOs may carry/wear objects of religious significance when their faith requires, provided it is done so discreetly (i.e. under uniform whenever possible) and does not interfere with uniform wear and function.
- 14.6.5.3. Contractor shall grant reasonable accommodations to grooming standards such as haircut and shaving standards.
- 14.6.5.4. FPOs receiving an accommodation shall maintain as neat and professional an appearance as religious requirements permit. Whenever possible, FPOs shall wear hair, in excess of regulation length, under a uniform hat or appropriate religious headgear. FPOs shall neatly comb facial hair exceeding regulation length.

#### **14.7. Supplementary Equipment**

FPOs shall not possess unauthorized supplemental or personal equipment (e.g., equipment not issued by Contractor or required by this contract). CO may direct removal of FPOs, if found in possession of unauthorized equipment while on post.

### **A.15. Quality Control, Quality Assurance, and Performance Evaluations**

#### **15.1. Quality Control**

- 15.1.1. Contractor Quality Control Monitors shall conduct inspections in accordance with Quality Control Plan. Inspections shall be as frequent and necessary to ensure effective performance. Contractor may perform more inspections than listed and required in Quality Control Plan.
- 15.1.2. Quality Control Monitors shall not serve as FPOs working under this Contract.
- 15.1.3. Quality Control Monitors shall prepare Quality Control Inspection Reports. Reports shall remain on file with Contractor during entire contract period and made available to the State upon request.
- 15.1.4. Contractor shall provide quarterly reports detailing results of Quality Control Inspections to COTR. Reports should be received no later than 10<sup>th</sup> day of January, April, July, and October.

- 15.1.5. Contractor shall brief COTR within twenty-four (24) hours of any deficiencies noted during an inspection and actions taken or planned to correct a deficiency.
- 15.1.6. Contractor shall be required, solely at its expense, to have sufficient quality controls which may ultimately be in excess of what Contractor identified in its proposal. If Contractor's performance indicates a need for additional quality control measures, CO and COTR shall meet with Contractor to discuss performance, Quality Control Plan, and any other areas of concern.

## 15.2. Quality Assurance

- 15.2.1. The State shall use methods deemed necessary to ensure Contractor are following the terms of the Contract. These methods may include, but are not limited to, the following:
  - 1) Audits of records
  - 2) Audits of security and administrative procedures
  - 3) Uniformed or undercover surveillance by the State staff
  - 4) Intrusion tests by undercover State staff to evaluate security force's actions
  - 5) Surveys of facility tenants regarding FPO performance, to include, but not limited to, professionalism, courtesy, and knowledge of their assigned duties
- 15.2.2. Training and qualifying sessions sponsored or provided by Contractor shall be subject to observation by CO, COTR, or any State personnel without advance notice. Purpose of such observation is to ensure Contractor is providing quality training and meeting training requirements defined in this contract.
- 15.2.3. If the State identifies a breach of assigned duties by Contract employee(s) during oversight activities, CO and/or COTR shall contact Contractor to discuss findings and steps needed to correct an issue(s).
- 15.2.4. The State may take appropriate remedies where Contractor does not render services in accordance with provisions of this contract.

## 15.3. Performance Evaluations

- 15.3.1. CO and/or COTR shall meet with Contractor (either in person or via teleconference) on a regular basis, but not less than annually, to discuss results of the State and Contractor quality control findings and overall performance.
- 15.3.2. COTR, via CO, may request Contractor to take additional steps to improve both, overall performance and adherence to submitted plans, in accordance with Section 3 (Transition, Training, Quality Control, and COOP Plans).
- 15.3.3. Contractor non-adherence to submitted plans may reflect negatively during annual performance evaluation and/or result in the State taking other contractual remedies.
- 15.3.4. The State shall formally evaluate, in writing, Contractor's performance *at least* once per year. When possible, the State should provide Contractor an opportunity to correct minor deficiencies, prior to completing performance evaluation.
- 15.3.5. Contractor shall have an opportunity to respond, in writing, to performance evaluations. Contractor response must be received within 30 days of receipt of performance evaluation.

- 15.3.6. CO shall file both, performance evaluation and Contractor's response, if applicable, within contract file.
- 15.3.7. If Contractor does not respond, in writing, to a performance evaluation, CO shall presume Contractor's complete concurrence with performance evaluation findings.
- 15.3.8. CO shall complete a memorandum for record identifying Contractor's non-response and file with applicable performance evaluation.

**A.16. 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 generally 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.17. 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:**

- B.1. This Contract shall be effective on October 1, 2021 ("Effective Date") and extend for a period of thirty-six (36) 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.
- B.2. Renewal Options. This Contract may be renewed upon satisfactory completion of the Term. The State reserves the right to execute up to two (2) renewal options under the same terms and conditions for a period not to exceed twelve (12) months each by the State, at the State's sole option. In no event, however, shall the maximum Term, including all renewals or extensions, exceed a total of sixty (60) months
- B.3. Term Extension. The State may extend the Term an additional period of time, not to exceed one hundred-eighty (180) days beyond the expiration date of this Contract, under the same terms and

conditions, at the State's sole option. In no event, however, shall the maximum Term, including all renewals or extensions, exceed a total of sixty (60) months.

**C. PAYMENT TERMS AND CONDITIONS:**

C.1. Estimated Liability. The total purchases of any goods or services under the Contract are not known. The State estimates the purchases during the Term shall be nine million dollars (\$9,000,000.00) ("Estimated 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. Price Changes. Prices listed in awarded published catalog, price lists or price schedule shall remain firm for Three hundred and sixty-five (365) days ("Firm Price Period").

- a. Price Decreases. After the Firm Price Period, prices shall be equitably adjusted to reflect a decrease in Contractor's costs.
- b. Price Increases. After the Firm Price Period, Contractor may request price increases. The request shall: include copies of the new price lists or catalog that reflect a change in the Contractor's cost; not constitute an increase in profit; and apply to all of the Contractor's customers.
- c. Approval of Price Changes. The State may at its sole option: (1) grant the Contractor's request; (2) cancel the Contract and award it to the next apparent best evaluated Respondent; (3) cancel the Contract and reissue the solicitation; or (4) deny the Contractor's request. If approved, any price changes of less than seven percent (7%) will become effective upon the State's approval in writing. Price changes exceeding seven percent (7%) shall require a Contract amendment. The Contractor shall honor all purchase orders dated prior to the approved price change. Upon request from the State, the Contractor shall furnish the approved catalog, price schedule or price list as applicable to the State at no charge.

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:

<b>Services Description</b>	<b>Amount</b> (per compensable increment)
Facility Protection Officer - See Notes 1 and 2	\$ Amount /hour
Emergency Security Services - See Note 2	\$ Amount /hour
Supervisor - See Notes 1 and 2	\$ Amount /hour
Contract Manager - See Note 2	\$ Amount /hour
Vehicle - See Note 3	\$ Amount per Vehicle
Overtime Security Services	\$ Amount /hour

Note 1: Including hours spent for court appearances arising from incidents that occur while Contractor is fulfilling its obligations under this Contract. Time shall be calculated from the time Facility Protection Officer or Supervisor arrives in court until released as a witness by the court.

Note 2: Contractor shall only pay one rate of pay to an individual employee. Contractor shall not pay one individual employee the hourly rate of two different positions. For instance, one of Contractor's employees may not be paid as both a facility protection officer and a supervisor.

Note 3: Maximum of two (2) times per each required vehicle during the life of the contract. (e.g. once at the onset of the contract and once after 3 years) due the request age of the vehicle. (See Section 14.3.4).

- C.4. Travel Compensation. Compensation to the Contractor for travel, meals, or lodging shall be subject to amounts and limitations specified in the current "State Comprehensive Travel Regulations." Travel compensation is on a case-by-case basis and only with pre-approval and at the discretion of the Department of Safety and Homeland Security (See Section A.6.1.6.).

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

- 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:

#### State Agency Billing Address

- a. Each invoice, on Contractor's letterhead, shall clearly and accurately detail all of the following information (calculations must be extended and totaled correctly):
- Invoice number (assigned by the Contractor);
  - (1) Invoice date;
  - (2) Contract number (assigned by the State);
  - (3) Customer account name: **State Agency & Division Name;**
  - (4) Customer account number (assigned by the Contractor to the above-referenced Customer);
  - (5) Contractor name;
  - (6) Contractor Tennessee Edison registration ID number;
  - (7) Contractor contact for invoice questions (name, phone, or email);
  - (8) Contractor remittance address;
  - (9) Description of delivered goods or services provided and invoiced, including identifying information as applicable;
  - (10) Number of delivered or completed units, increments, hours, or days as applicable, of each good or service invoiced;
  - (11) Applicable payment methodology (as stipulated in Section C.3.) of each good or service invoiced;
  - (12) Amount due for each compensable unit of good or service; and
  - (13) 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:

Contractor Contact Name & Title

Contractor Name

Address

Email Address

Telephone # Number

FAX # Number

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. The State's exercise of a valid Renewal Option or Term Extension does not constitute an amendment so long as there are no other changes to the Contract's terms and conditions.
- 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. Equal Opportunity. The Contractor agrees as follows:
- a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
    - (1) Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising;
    - (2) Layoff or termination;
    - (3) Rates of pay or other forms of compensation; and
    - (4) Selection for training, including apprenticeship.

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

- b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c. If the State approves any subcontract, the subcontract shall include paragraphs (a) and (b) above.
- d. In addition, to the extent applicable the Contractor agrees to comply with 41 C.F. R. § 60-1.4, as that section is amended from time to time during the term.

D.11. 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 A, 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.12. 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.13. 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.14. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.15. 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.16. 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.17. 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 from any costs to the State arising from Contractor's failure to fulfill its PPACA responsibilities for itself or its employees.
- D.18. 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, 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. Notwithstanding anything else herein, the State's total liability under this Contract (including without limitation any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Estimated Liability. This limitation of liability is cumulative and not per incident.
- D.19. 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 Estimated 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.20. 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' fees, court costs, expert witness fees, and other litigation expenses 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.21. 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.22. 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.23. 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.24. 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.25. 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 for the affected obligations 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.26. State and Federal Compliance. The Contractor shall comply with all State and federal laws and regulations applicable to Contractor in the Contractor's performance of this Contract.
- D.27. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. 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 - 408.
- D.28. 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.29. 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.30. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.
- D.31. 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 Attachments A through O;
  - 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.32. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Contract. The Contractor certifies, 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.
- D.33. Insurance. Contractor shall maintain insurance coverage as specified in this Section. The State reserves the right to amend or require additional insurance coverage, coverage amounts, and



endorsements required under this Contract. Contractor's failure to maintain or submit evidence of insurance coverage, as required, is a material breach of this Contract. If Contractor loses insurance coverage, fails to renew coverage, or for any reason becomes uninsured during the Term, Contractor shall immediately notify the State. All insurance companies providing coverage must be: (a) acceptable to the State; (b) authorized by the Tennessee Department of Commerce and Insurance ("TDCI"); and (c) rated A- / VII or better by A.M. Best. All coverage must be on a primary basis and noncontributory with any other insurance or self-insurance carried by the State. Contractor agrees to name the State as an additional insured on any insurance policy with the exception of workers' compensation (employer liability) and professional liability (errors and omissions) insurance. All policies must contain an endorsement for a waiver of subrogation in favor of the State. Any deductible or self insured retention ("SIR") over fifty thousand dollars (\$50,000) must be approved by the State. The deductible or SIR and any premiums are the Contractor's sole responsibility. The Contractor agrees that the insurance requirements specified in this Section do not reduce any liability the Contractor has assumed under this Contract including any indemnification or hold harmless requirements.

To achieve the required coverage amounts, a combination of an otherwise deficient specific policy and an umbrella policy with an aggregate meeting or exceeding the required coverage amounts is acceptable. For example: If the required policy limit under this Contract is for two million dollars (\$2,000,000) in coverage, acceptable coverage would include a specific policy covering one million dollars (\$1,000,000) combined with an umbrella policy for an additional one million dollars (\$1,000,000). If the deficient underlying policy is for a coverage area without aggregate limits (generally Automobile Liability and Employers' Liability Accident), Contractor shall provide a copy of the umbrella insurance policy documents to ensure that no aggregate limit applies to the umbrella policy for that coverage area. In the event that an umbrella policy is being provided to achieve any required coverage amounts, the umbrella policy shall be accompanied by an endorsement at least as broad as the Insurance Services Office, Inc. (also known as "ISO") "Noncontributory—Other Insurance Condition" endorsement or shall be written on a policy form that addresses both the primary and noncontributory basis of the umbrella policy if the State is otherwise named as an additional insured.

Contractor shall provide the State a certificate of insurance ("COI") evidencing the coverages and amounts specified in this Section. The COI must be on a form approved by the TDCI (standard ACORD form preferred). The COI must list each insurer's National Association of Insurance Commissioners (NAIC) number and be signed by an authorized representative of the insurer. The COI must list the State of Tennessee – CPO Risk Manager, 312 Rosa L. Parks Ave., 3<sup>rd</sup> floor Central Procurement Office, Nashville, TN 37243 as the certificate holder. Contractor shall provide the COI ten (10) business days prior to the Effective Date and again thirty (30) calendar days before renewal or replacement of coverage. Contractor shall provide the State evidence that all subcontractors maintain the required insurance or that subcontractors are included under the Contractor's policy. At any time, the State may require Contractor to provide a valid COI. The Parties agree that failure to provide evidence of insurance coverage as required is a material breach of this Contract. If Contractor self-insures, then a COI will not be required to prove coverage. Instead Contractor shall provide a certificate of self-insurance or a letter, on Contractor's letterhead, detailing its coverage, policy amounts, and proof of funds to reasonably cover such expenses. The State reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

The State agrees that it shall give written notice to the Contractor as soon as practicable after the State becomes aware of any claim asserted or made against the State, but in no event later than thirty (30) calendar days after the State becomes aware of such claim. 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 or its insurer, 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.

**The insurance obligations under this Contract shall be: (1)—all the insurance coverage and policy limits carried by the Contractor; or (2)—the minimum insurance coverage requirements and policy limits shown in this Contract; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and minimum required policy limits, which are applicable to a given loss, shall be available to the State. No representation is made that the minimum insurance requirements of the Contract are sufficient to cover the obligations of the Contractor arising under this Contract. The Contractor shall obtain and maintain, at a minimum, the following insurance coverages and policy limits.**

a. Commercial General Liability (“CGL”) Insurance

- 1) The Contractor shall maintain CGL, which shall be written on an ISO Form CG 00 01 occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from property damage, premises and operations products and completed operations, bodily injury, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).  
The Contractor shall maintain single limits not less than one million dollars (\$1,000,000) per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this policy or location of occurrence or the general aggregate limit shall be twice the required occurrence limit.

b. Workers’ Compensation and Employer Liability Insurance

- 1) For Contractors statutorily required to carry workers’ compensation and employer liability insurance, the Contractor shall maintain:
  - i. Workers’ compensation in an amount not less than one million dollars (\$1,000,000) including employer liability of one million dollars (\$1,000,000) per accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit by disease, and one million dollars (\$1,000,000) per employee for bodily injury by disease.
- 2) If the Contractor certifies that it is exempt from the requirements of Tenn. Code Ann. §§ 50-6-101 – 103, then the Contractor shall furnish written proof of such exemption for one or more of the following reasons:
  - i. The Contractor employs fewer than five (5) employees;
  - ii. The Contractor is a sole proprietor;
  - iii. The Contractor is in the construction business or trades with no employees;
  - iv. The Contractor is in the coal mining industry with no employees;
  - v. The Contractor is a state or local government; or

- vi. The Contractor self-insures its workers' compensation and is in compliance with the TDCI rules and Tenn. Code Ann. § 50-6-405.

c. Automobile Liability Insurance

- 1) The Contractor shall maintain automobile liability insurance which shall cover liability arising out of any automobile (including owned, leased, hired, and non-owned automobiles).
- 2) The Contractor shall maintain bodily injury/property damage with a limit not less than one million dollars (\$1,000,000) per occurrence or combined single limit.

d. Professional Liability Insurance

- 1) Professional liability insurance shall be written on an occurrence basis or on a claims-made basis. If this coverage is written on a claims-made basis, then:
  - i. The retroactive date must be shown, and must be on or before the earlier of the Effective Date of the Contract or the beginning of Contract work or provision of goods and services;
  - ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) full years from the date of the final Contract payment; and
  - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date on or prior to the Contract Effective Date, the Contractor must purchase "extended reporting" or "tail coverage" for a minimum of five (5) full years from the date of the final Contract payment.
- 2) Any professional liability insurance policy shall have a limit not less than one million dollars (\$1,000,000) per claim and two million dollars (\$2,000,000) in the aggregate; and
- 3) If the Contract involves the provision of services by medical professionals, a policy limit not less than three million (\$3,000,000) per claim and three million dollars (\$3,000,000) in the aggregate for medical malpractice insurance.

e. Technology Professional Liability (Errors & Omissions)/Cyber Liability Insurance

- 1) The Contractor shall maintain technology professional liability (errors & omissions)/cyber liability insurance appropriate to the Contractor's profession in an amount not less than ten million dollars (\$10,000,000) per occurrence or claim and ten million dollars (\$10,000,000) annual aggregate, covering all acts, claims, errors, omissions, negligence, infringement of intellectual property (including copyright, patent and trade secret); network security and privacy risks, including but not limited to unauthorized access, failure of security, information theft, damage to destruction of or alteration of electronic information, breach of privacy perils, wrongful disclosure and release of private information, collection, or other negligence in the handling of confidential information, and including coverage for related regulatory fines, defenses, and penalties.
- 2) Such coverage shall include data breach response expenses, in an amount not less than ten million dollars (\$10,000,000) and payable whether incurred by the State or Contractor, including but not limited to consumer notification, whether or

not required by law, computer forensic investigations, public relations and crisis management firm fees, credit file or identity monitoring or remediation services and expenses in the performance of services for the State or on behalf of the State hereunder.

f. Crime Insurance

- 1) The Contractor shall maintain crime insurance, which shall be written on a "loss sustained form" or "loss discovered form" providing coverage for third party fidelity, including cyber theft and extortion. The policy must allow for reporting of circumstances or incidents that may give rise to future claims, include an extended reporting period of no less than two (2) years with respect to events which occurred but were not reported during the term of the policy, and not contain a condition requiring an arrest or conviction.
- 2) Any crime insurance policy shall have a limit not less than one million dollars (\$1,000,000) per claim and one million dollars (\$1,000,000) in the aggregate. Any crime insurance policy shall contain a Social Engineering Fraud Endorsement with a limit of not less than two hundred and fifty thousand dollars (\$250,000). This insurance may be written on a claims-made basis, but in the event that coverage is cancelled or non-renewed, the Contractor shall purchase an extended reporting or "tail coverage" of at least two (2) years after the Term.

D.34. Major Procurement Contract Sales and Use Tax. Pursuant to Tenn. Code Ann. § 4-39-102 and to the extent applicable, the Contractor and the Contractor's subcontractors shall remit sales and use taxes on the sales of goods or services that are made by the Contractor or the Contractor's subcontractors and that are subject to tax.

D.35. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Contractor to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Contractor due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Contractor shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section shall survive the termination of this Contract.

**E. SPECIAL TERMS AND CONDITIONS:**

E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, the special terms and conditions shall be subordinate to the Contract's other terms and conditions.

E.2. 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

ordinary 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.3. Prohibited Advertising or Marketing. The Contractor shall not suggest or imply in advertising or marketing materials that Contractor's goods or services are endorsed by the State. The restrictions on Contractor advertising or marketing materials under this Section shall survive the termination of this Contract.
- E.4. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the Tennessee "Children's Act for Clean Indoor Air of 1995," the Contractor shall prohibit smoking of tobacco products within any indoor premises in which services are provided pursuant to this Contract to individuals under the age of eighteen (18) years. The Contractor shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Contract.
- E.5. Unencumbered Personnel. The Contractor shall not restrict its employees, agents, subcontractors or principals who perform services for the State under this Contract from performing the same or similar services for the State after the termination of this Contract, either as a State employee, an independent contractor, or an employee, agent, subcontractor or principal of another contractor with the State.
- E.6. Personally Identifiable Information. While performing its obligations under this Contract, Contractor may have access to Personally Identifiable Information held by the State ("PII"). For the purposes of this Contract, "PII" includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("GLBA") and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws"). Contractor agrees it shall not do or omit to do anything which would cause the State to be in breach of any Privacy Laws. Contractor shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Contractor and in accordance with this Contract, GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Contractor shall immediately notify State: (1) of any disclosure or use of any PII by Contractor or any of its employees, agents and representatives in breach of this Contract; and (2) of any disclosure of any PII to Contractor or its employees, agents and representatives where the purpose of such disclosure is not known to Contractor or its employees, agents and representatives. The State reserves the right to review Contractor's policies and procedures used to maintain the security and confidentiality of PII and Contractor shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the State to enable the State to verify or ensure that Contractor is in full compliance with its obligations under this Contract in relation to PII. Upon termination or expiration of the Contract or at the State's direction at any time in its sole discretion, whichever is earlier, Contractor shall immediately return to the State any and all PII which it has received under this Contract and shall destroy all records of such PII.

The Contractor shall report to the State any instances of unauthorized access to or potential disclosure of PII in the custody or control of Contractor ("Unauthorized Disclosure") that come to the Contractor's attention. Any such report shall be made by the Contractor within twenty-four (24) hours after the Unauthorized Disclosure has come to the attention of the Contractor. Contractor shall take all necessary measures to halt any further Unauthorized Disclosures. The Contractor, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals whose PII was affected by the Unauthorized Disclosure. The Contractor shall bear the

cost of notification to all individuals affected by the Unauthorized Disclosure, including individual letters and public notice. The remedies set forth in this Section are not exclusive and are in addition to any claims or remedies available to this State under this Contract or otherwise available at law. The obligations set forth in this Section shall survive the termination of this Contract.

- E.7. Additional lines, items, or options. At its sole discretion, the State may make written requests to the Contractor to add lines, items, or options that are needed and within the Scope but were not included in the original Contract. Such lines, items, or options will be added to the Contract through a Memorandum of Understanding ("MOU"), not an amendment.
- a. After the Contractor receives a written request to add lines, items, or options, the Contractor shall have ten (10) business days to respond with a written proposal. The Contractor's written proposal shall include:
    - (1) The effect, if any, of adding the lines, items, or options on the other goods or services required under the Contract;
    - (2) Any pricing related to the new lines, items, or options;
    - (3) The expected effective date for the availability of the new lines, items, or options; and
    - (4) Any additional information requested by the State.
  - b. The State may negotiate the terms of the Contractor's proposal by requesting revisions to the proposal.
  - c. To indicate acceptance of a proposal, the State will sign it. The signed proposal shall constitute a MOU between the Parties, and the lines, items, or options shall be incorporated into the Contract as if set forth verbatim.
  - d. Only after a MOU has been executed shall the Contractor perform or deliver the new lines, items, or options.
- E.8. Prison Rape Elimination Act (PREA). The Contractor must comply with the Prison Rape Elimination Act (PREA) of 2003 (Federal law 42 U.S.C. 15601 et. seq.), with all applicable Federal PREA standards, and with all State policies and standards related to PREA for preventing, detecting, monitoring, investigating, and eradicating any form of sexual abuse within facilities/programs/offices owned, operated, or contracted.
- E.9. Lobbying. The Contractor certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
  - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
  - c. The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

- E.10. Contractor Commitment to Diversity. The Contractor shall comply with and make reasonable business efforts to exceed the commitment to diversity represented by the Contractor's Response to 32110-20110 (Attachment O) and resulting in this Contract.

The Contractor shall assist the State in monitoring the Contractor's performance of this commitment by providing, as requested, a monthly report of participation in the performance of this Contract by small business enterprises and businesses owned by minorities, women, service-disabled veterans, and persons with disabilities. Such reports shall be provided to the State of Tennessee Governor's Office of Diversity Business Enterprise in the TN Diversity Software available online at:

<https://tn.diversitysoftware.com/FrontEnd/StartCertification.asp?TN=tn&XID=9810>.

- E.11. Extraneous Terms and Conditions. Contractor shall fill all orders submitted by the State under this Contract. No purchase order, invoice, or other documents associated with any sales, orders, or supply of any good or service under this Contract shall contain any terms or conditions other than as set forth in the Contract. Any such extraneous terms and conditions shall be void, invalid and unenforceable against the State. Any refusal by Contractor to supply any goods or services under this Contract conditioned upon the State submitting to any extraneous terms and conditions shall be a material breach of the Contract and constitute an act of bad faith by Contractor.

- E.12. Partial Takeover of Contract. The State may, at its convenience and without cause, exercise a partial takeover of any service that the Contractor is obligated to perform under this Contract, including any service which is the subject of a subcontract between Contractor and a third party (a "Partial Takeover"). A Partial Takeover of this Contract by the State shall not be deemed a breach of contract. The Contractor shall be given at least thirty (30) days prior written notice of a Partial Takeover. The notice shall specify the areas of service the State will assume and the date the State will be assuming. The State's exercise of a Partial Takeover shall not alter the Contractor's other duties and responsibilities under this Contract. The State reserves the right to withhold from the Contractor any amounts the Contractor would have been paid but for the State's exercise of a Partial Takeover. The amounts shall be withheld effective as of the date the State exercises its right to a Partial Takeover. The State's exercise of its right to a Partial Takeover of this Contract shall not entitle the Contractor to any actual, general, special, incidental, consequential, or any other damages irrespective of any description or amount.

- E.13. Statewide Contract. This Contract establishes a source or sources of supply for all Tennessee State Agencies. "Tennessee State Agency" refers to the various departments, institutions, boards, commissions, and agencies of the executive branch of government of the State of Tennessee with exceptions as addressed in Tenn. Comp. R. & Regs. 0690-03-01-.01. The Contractor shall provide all goods or services and deliverables as required by this Contract to all Tennessee State Agencies. The Contractor shall make this Contract available to the following entities, who are authorized to and who may purchase off of this Statewide Contract ("Authorized Users"):

- a. all Tennessee State governmental entities (this includes the legislative branch; judicial branch; and, commissions and boards of the State outside of the executive branch of government);
- b. members of the University of Tennessee or Tennessee Board of Regents systems;

These Authorized Users may utilize this Contract by purchasing directly from the Contractor according to their own procurement policies and procedures. The State is not responsible or liable for the transactions between the Contractor and Authorized Users.

- E.14. Federal Funding Accountability and Transparency Act (FFATA). This Contract requires the Contractor to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Contractor is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the Contractor provides information to the State as required.

The Contractor shall comply with the following:

a. Reporting of Total Compensation of the Contractor's Executives.

- (1) The Contractor shall report the names and total compensation of each of its five most highly compensated executives for the Contractor's preceding completed fiscal year, if in the Contractor's preceding fiscal year it received:

- i. 80 percent or more of the Contractor's annual gross revenues from federal procurement contracts and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
- ii. \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and subawards); and
- iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Securities and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>).

As defined in 2 C.F.R. § 170.315, "Executive" means officers, managing partners, or any other employees in management positions.

- (2) Total compensation means the cash and noncash dollar value earned by the executive during the Contractor's preceding fiscal year and includes the following (for more information see 17 C.F.R. § 229.402(c)(2)):

- i. Salary and bonus.
- ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives and are available generally to all salaried employees.
- iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- v. Above-market earnings on deferred compensation which is not tax qualified.
- vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

- b. The Contractor must report executive total compensation described above to the State by the end of the month during which this Contract is awarded.
- c. If this Contract is amended to extend the Term, the Contractor must submit an executive total compensation report to the State by the end of the month in which the term extension becomes effective.



- d. The Contractor will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this Contract. More information about obtaining a DUNS Number can be found at: <http://fedgov.dnb.com/webform/>

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

E.15. Procurement of Recovered Materials.

- a. In the Performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired competitively within a timeframe providing for compliance with the contract performance schedule; meeting contract performance requirements; or at a reasonable price.
- b. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive
- c. Procurement Guidelines website, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- e. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

E.16. Access to Records.

- a. The Contractor agrees to provide the State, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for purposes of making audits, examinations, excerpts, and transcriptions.
- b. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- c. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- e. In Compliance with the Disaster Recovery Act of 2018, the State and the Contractor acknowledge and agree that no language in this contract is intended to prohibit the audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

- E.17. Use of DHS Logo. The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

- E.18. Compliance with Federal Law, Regulations, and Executive Orders. This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

- E.19. No Obligation by Federal Government. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the Contract.

- E.20. Compliance with The False Claims Act. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

E.21. Equal Employment Opportunity. During the performance of this Contract, the Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- d. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- f. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- g. In the event of the Contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- h. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

- E.22. Statewide Contract Reports. All reports shall be submitted electronically in Microsoft Excel format. Reports shall include the ability to sort or summarize data in accordance with the Contract Administrator's specifications. All reports shall be provided at no additional cost to the State.

Quarterly Reports: Contractor(s) will submit quarterly reports to the Contract Administrator no later than fifteen (15) days after the end of the State's quarter (e.g. a fiscal year quarter 2 report for October - December is due no later than January 15th). At the Contract Administrator's sole discretion, the State may extend the time allowed to complete quarterly reports. Quarterly reports shall provide statistical data on all purchases under this Contract by Tennessee State Agencies and Authorized Users. At minimum, the quarterly report's statistical data shall be detailed and broken down by line item to include:

1. Edison contract number
2. Contract line item number
3. Invoice date
4. Invoice number
5. Supplier part number

6. Item or bundle description
7. Quantity purchased
8. Unit of measure
9. Unit of measure description
10. Name of State Agency or Authorized User
11. Identity of purchaser: State entity or non-State entity
12. State Agency location
13. Unit/Contract price per line item
14. List price as listed in supplier's catalog if catalog item
15. Subtotals for each category above
16. Grand totals for each category above

Custom Reports: When requested by the State, the Contractor shall submit custom reports to the Contract Administrator within thirty (30) days of the request.

- E.23. Performance Bond. The Contractor shall provide to the State a performance bond guaranteeing full and faithful performance of all undertakings and obligations under this Contract, specifically faithful performance of the work in accordance with the plans, specifications, and Contract documents. The performance bond shall be in an amount equal to one hundred percent (100%) of the Estimated Liability nine million dollars (\$9,000,000). The State reserves the right to review the bond amount and bonding requirements at any time during the Term. The Contractor shall submit the bond no later than the day immediately preceding the Effective Date and in the manner and form prescribed by the State at Attachment N. The bond shall be issued by a company licensed to issue such a bond in the state of Tennessee. The performance bond shall guarantee full and faithful performance of all undertakings and obligations for the Term, as the Contract is extended or renewed.

Failure to provide to the State the performance bond as required under this Contract may result in this Contract being terminated by the State. The performance bond required under this Contract shall not be reduced during the Term without the State's prior written approval.

- E.24. Payment Bond. The Contractor shall provide to the State a payment bond guaranteeing that the Contractor's subcontractors, laborers, and material suppliers will be paid for performance under this Contract with the additional obligation that such contractor shall promptly make payment of all taxes, licenses, assessments, contributions, penalties, and interest. The payment bond will be in an amount equal to twenty-five percent (25%) of the Estimated Liability two million two hundred and fifty thousand dollars (\$2,250,000). The State reserves the right to review the bond amount and bonding requirements at any time during the Term. The Contractor shall submit the bond no later than the day immediately preceding the Effective Date and in the manner and form prescribed by the State at Attachment M. The bond shall be issued by a company licensed to issue such a bond in the State of Tennessee. The payment bond shall guarantee that the Contractor's subcontractors, laborers, and material suppliers will be paid for performance during the Term and all extensions or renewals of the Contract.

Failure to provide to the State the payment bond as required under this Contract may result in this Contract being terminated by the State. The payment bond required under this Contract shall not be reduced during the Term without the State's prior written approval.

**IN WITNESS WHEREOF,**

**CONTRACTOR LEGAL ENTITY NAME:**

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**CONTRACTOR SIGNATURE**

**DATE**

---

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

**Department of General Services:**

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**Michael F. Perry, Chief Procurement Officer**

**DATE**

## ATTACHMENT A

## ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

<p><b>If the attestation applies to more than one contract, modify this row accordingly.</b></p> <p><b>SUBJECT CONTRACT NUMBER:</b></p>	
<p><b>CONTRACTOR LEGAL ENTITY NAME:</b></p>	
<p><b>FEDERAL EMPLOYER IDENTIFICATION NUMBER:</b> (or Social Security Number)</p>	

**If the attestation applies to more than one contract, modify the following paragraph accordingly.**

**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**

**ATTACHMENT B**

**PEACE OFFICER STANDARDS AND TRAINING COMMISSION**

**CONFIRMATION OF PSYCHOLOGICAL EVALUATION**

Refer to:

*Attachment B – PsychologicalEvaluation.pdf*

**ATTACHMENT C**

**BACKGROUND PACKET**

Refer to:

*Attachment C - Background Packet.pdf*



**ATTACHMENT D**

**IACP NATIONAL LAW ENFORCEMENT POLICY  
STANDARDS OF CONDUCT**

Refer to:

*Attachment D - IACP National Law Enforcement Ethics.pdf*

**ATTACHMENT E**

**GENERAL ORDER – GROOMING STANDARDS**

Refer to:

*Attachment E - Grooming Standards.pdf*

**ATTACHMENT F**

**TRAINING GUIDE**

Refer to:

*Attachment F - Training Guide.pdf*

**ATTACHMENT G**

**PEACE OFFICER STANDARDS AND TRAINING COMMISSION**

**CONFIRMATION OF MEDICAL EXAMINATION**

Refer to:

*Attachment G- MedicalExamination.pdf*

**ATTACHMENT H**

**UNIFORMS**

Refer to:

*Attachment H- Uniforms.pdf*

**ATTACHMENT I**

**POST ORDER TEMPLATE**

Refer to:

*Attachment I- Post Order Template.pdf*

**ATTACHMENT J**

**FPO REQUEST FORM**

Refer to:

*Attachment J Part 1 - FPO Request Form.pdf*

**INTER-AGENCY JOURNAL VOUCHER REQUEST FORM**

Refer to:

*Attachment J Part 2 - Inter-Agency Journal Voucher Request Form.pdf*

**ATTACHMENT K**

**FPO TRAVEL AUTHORIZATION FORM**

Refer to:

*Attachment K - FPO Travel Authorization Form.pdf*



**ATTACHMENT L**

**GRAND DIVISION MAP**

Refer to:

*Attachment L – Grand Division Map.pdf*

**ATTACHMENT M****PAYMENT BOND FOR LABOR AND MATERIALS**

This bond (the “Bond”) made **date**, by **contractor name** (“Principal”), a corporation organized under the laws of **name of state**, having its principal office at **contractor’s address**, as principal, and **surety name** (“Surety”), a corporation organized under the laws of **name of state**, and licensed to transact a surety business in the State of Tennessee, having its principal office at **surety’s address**, as surety.

**OBLIGATION**

WHEREAS, the parties are obligated to the State of Tennessee Department of General Services Central Procurement Office (“State”), whose principal address is 312 Rosa L. Parks Avenue, 3rd Floor, Nashville, TN 37243, as obligee, for the benefit of Claimants as defined below, in the amount of **written amount (\$ number)**, for the payment of which Principal and Surety bind themselves, their heirs, representatives, successors and assigns, jointly and severally, firmly by this Bond.

WHEREAS, Principal has by written agreement, dated **date of agreement**, entered into a contract with State for **description of work** in accordance with the drawings and specifications prepared by **name of respondent**, which contract is made a part of this Bond by this reference, and is referred to as the “Contract.”

**CONDITION**

The condition of this obligation is such that if the Principal shall promptly make payment to all Claimants as defined in SECTION ONE of this Bond for all labor and materials used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect.

**AGREEMENT**

For the reasons recited above, and in consideration of the parties’ mutual covenants, the parties agree as follows:

**SECTION ONE. CLAIMANT DEFINED**

“Claimant” is defined as one having a direct contract with Principal or with a subcontractor of Principal for labor, materials, or both, used or reasonably required for use in the performance of the Contract, “labor and material” including that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

**SECTION TWO. ACTION ON SUMS DUE CLAIMANT**

Principal and Surety jointly and severally agree with State that every Claimant who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such Claimant’s work or labor was done or performed, or on which the last of such materials were furnished by Claimant, may sue on this Bond for the use of Claimant in the name of State, prosecute the suit to final judgment for such amount as may be justly due Claimant, and have execution, provided, however, that State shall not be liable for the payment of any costs or expenses of any such suit.

**SECTION THREE. LIMITATIONS ON SUIT BY CLAIMANT**

Any suit or action commenced under this Bond shall comply with Tenn. Code Ann. § 12-4-205. Claimant shall give written notice to any two of the following: Principal, State, or Surety, above named, within ninety (90) days after completion of the public work. The claim shall state with substantial accuracy the amount claimed and the name of the party to whom materials were furnished, or for whom the work or labor was done or performed. Such notice shall be personally served or sent by certified mail, return receipt requested, in an envelope addressed to Principal, State, or Surety, at any place where an office is regularly maintained for the transaction of business.

**SECTION FOUR. PAYMENTS MADE**

The amount of this Bond shall be reduced by and to the extent of any payment or payments made in good faith under this Bond, inclusive of the payment by Surety of mechanics' liens which may be filed of record against the improvement, whether or not claim for the amount of such lien be presented under and against this Bond.

The parties have executed this Bond at **place of execution** the day and year first above written.

PRINCIPAL:

**Contractor name**

By: \_\_\_\_\_  
Contractor's authorized signatory

\_\_\_\_\_  
Printed name and title

SURETY:

**Surety Name**

By: \_\_\_\_\_  
Surety's authorized signatory

\_\_\_\_\_  
Printed name and title

**ATTACHMENT N**

BOND NO. #

**PERFORMANCE BOND****KNOW ALL MEN BY THESE PRESENTS:** that We,

Contractor name  
 Contractor address  
 Contractor telephone

(hereinafter called the “Principal”), whose principal business address and telephone number is as stated above; and

Surety name  
 Surety address  
 Surety telephone

(hereinafter called the “Surety”), whose principal address and telephone number is as stated above, a surety insurer chartered and existing under the laws of the State of **state name** and authorized to do business in the State of Tennessee;

are held and firmly bound unto the State of Tennessee Department of General Services Central Procurement Office (“State”), whose principal address is 312 Rosa L. Parks Avenue, 3<sup>rd</sup> Floor, Nashville, TN 37243, and whose principal telephone number is 615-741-1035 in the penal sum of **written amount** (\$ **number**) for payment of which we bond ourselves, our heirs, our personal representatives, our successors and our assignees, jointly and severally.

**WHEREAS**, Principal has entered into a contract with State for Facility Protection Service (Solicitation No. 32110-20110) (the “Contract”) in accordance with the scope of services and deliverables (the “Scope”) set forth in Section E.23 of the Contract.

**THE CONDITION OF THIS BOND** is that if Principal:

1. Performs the Contract at the times and in the manner prescribed in the Contract; and
2. Pays State any and all losses, damages, costs and attorneys’ fees, including appellate proceedings, that State sustains because of any default by Principal under the Contract, including, but not limited to, all delay damages, whether liquidated or actual, incurred by State; and
3. Performs, to the satisfaction of State the Scope under the Contract for the time specified in the Contract;

then this bond is void; otherwise it remains in full force.

The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or other work to be performed hereunder, or the

specifications referred to in the Contract shall in anyway affect its obligation under this bond. The Surety waives notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to the Scope.

It is expressly understood the time provision under Tenn. Code Ann. § 12-3-502 shall apply to this bond. Bond must be received within fourteen (14) calendar days of receipt of request by the State or a Delegated State Agency.

By execution of this bond, the Surety acknowledges that it has read the Surety qualifications and obligations imposed by the Contract and hereby satisfies those conditions.

**IN WITNESS WHEREOF**, the above bounded parties have executed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the name of each party being affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Signed, sealed and delivered  
In the presence of:

PRINCIPAL:

**Contractor name**

By: \_\_\_\_\_  
(Contractor's authorized signatory)

\_\_\_\_\_  
(Printed name and title)

STATE OF TENNESSEE  
COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, before me personally appeared \_\_\_\_\_, to me known to be the person (or persons) described in and who executed the foregoing instrument, and acknowledged that such person (or persons) executed the same as such person (or person's) free act and deed.

\_\_\_\_\_  
Notary Public  
Printed Name: \_\_\_\_\_  
Commission Expires:  
\_\_\_\_\_

Signed, sealed and delivered  
In the presence of:

SURETY:

**Surety name**

By: \_\_\_\_\_  
(Surety's authorized signatory)

\_\_\_\_\_  
(Printed name and title)

STATE OF TENNESSEE  
COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, before me personally appeared \_\_\_\_\_, to me known to be the person (or persons) described in and who executed the foregoing instrument, and acknowledged that such person (or persons) executed the same as such person (or person's) free act and deed.

\_\_\_\_\_  
Notary Public

Printed Name: \_\_\_\_\_

Commission Expires:  
\_\_\_\_\_

**ATTACHMENT O**

Contractor Commitment to Diversity

**(Company Letterhead/Logo)**

Date

State Contact  
State of Tennessee  
State Agency or Department  
State Location Address  
Nashville, TN 37243

Dear State Contact,

Company Name is committed to achieving or surpassing a goal of \_\_\_\_ percent ( \_\_%) participation with; company name(s) of certified diversity business enterprise(s) with the State of Tennessee under contract # Edison Number. Diversity businesses are defined as those that are certified as a diversity business enterprise by the State of Tennessee Governor's Office of Diversity Business Enterprise.

We accept that our commitment to diversity participation advances the State's efforts to expand opportunity of diversity businesses to do business with the State as contractors and sub-contractors.

Company Name is committed to working with the Governor's Office of Diversity Business Enterprise to report and assist the State Agency to accomplish these goals.

Regards,

**(Company authority – signature and title)**