



STATE OF TENNESSEE
DEPARTMENT OF GENERAL SERVICES, CENTRAL PROCUREMENT OFFICE

**REQUEST FOR PROPOSALS # 32110-20110
AMENDMENT #5
FOR FACILITY PROTECTION SERVICE**

DATE: August 24, 2021

RFP # 32110-20110 IS AMENDED AS FOLLOWS:

1. This RFP Schedule of Events updates and confirms scheduled RFP dates. Any event, time, or date containing revised or new text is highlighted.

EVENT	TIME (central time zone)	DATE
1. RFP Issued		7/2/2021
2. Disability Accommodation Request Deadline	2:00 p.m.	7/7/2021
3. Pre-response Conference	11:00 a.m.	7/13/2021
4. Notice of Intent to Respond Deadline	2:00 p.m.	7/16/2021
5. Written "Questions & Comments" Deadline	2:00 p.m.	7/21/2021
6. State Response to Written "Questions & Comments"		8/24/2021
7. Response Deadline	2:00 p.m.	8/31/2021
8. State Completion of Technical Response Evaluations		9/17/2021
9. State Opening & Scoring of Cost Proposals	8:00 a.m.	9/20/2021
10. Negotiations (Optional)	4:30 p.m.	9/20/2021-9/23/2021
11. State Notice of Intent to Award Released and RFP Files Opened for Public Inspection	2:00 p.m.	9/27/2021
12. End of Open File Period		10/4/2021
13. State sends contract to Contractor for signature		10/5/2021
14. Contractor Signature Deadline	2:00 p.m.	10/8/2021
15. Performance Bond Deadline	4:30 p.m.	10/11/2021

2. State responses to questions and comments below amend and clarify this RFP.

Any restatement of RFP text in the Question/Comments shall NOT be construed as a change in the actual wording of the RFP document.

RFP SECTION	PAGE #	QUESTION / COMMENT	STATE RESPONSE
RFP Attachment 6.3.	RFP p. 31	1. Are the hours listed in the cost proposal annual? 3 year? 5-year contract? Or Other?	Hours are estimated for the total 5-year term.
RFP 1.1.1.	RFP p. 2	2. Can you provide list of locations currently being serviced?	25-Actual Facilities but does not include the roving supervisors for Memphis and Nashville. Please see revised RFP section 1.1.1. and newly added RFP Appendix 7.1. included via Amendment Item #3 below for RFP # 32110-20110, Release #2.
RFP 1.1.1.	RFP p. 2	3. Can you please provide a schedule or hour per week needed at each location?	See Question #2 Anticipated 3,386.5 Hours Per Week (HPW). Anticipated 326 Supervision Hours. Please see revised RFP section 1.1.1. and newly added RFP Appendix 7.2. included via Amendment Item #3 below for RFP # 32110-20110, Release #2.
RFP 1.1.1.	RFP p. 2	4. How many facilities utilize this service right now? How many hours per week per facility? Where are these facilities located (address)?	Please see the State's response to questions number 2 and 3 above.
Pro Forma A.14.6.1.	Pro Forma p. 28	5. Please confirm all officers are to be equipped with a chemical agent, baton, handcuffs?	Please refer to Pro Forma A.14.6.1. Attachment H - Yes, all officers should be equipped with a chemical agent, baton, handcuffs.
Pro Forma A.14.6.2.	Pro Forma p. 28	6. Does the contractor need to provide ballistic vest? Or is the optional?	Pro Forma A.14.6.2. The Contractor shall provide level 2 or greater bullet proof vest.
Pro Forma A.14.6.1.	Pro Forma p. 28	7. Is the contractor required to provide headgear to each officer?	Pro Forma 14.6.1. Attachment H. The issuance of headgear is optional and at the discretion of the Contract Security Agency (CSA). In the event the CSA issues headgear to FPOs, a standard dark gray ball cap with the FPO emblem embroidered on the front shall be issued. In addition, a solid dark gray stocking cap may be issued to be worn during times of inclement weather. Headgear shall only be worn outdoors and must be removed upon entering any State facility.
Pro Forma A.12.3.2.	Pro Forma p. 23	8. Can you describe the notification and scope of work for Emergency Services?	Please refer to Pro Forma A.12.3.2.
RFP 1.1.1.	RFP p. 2	9. How many supervisors do you currently have? What is the supervisor schedule?	Currently we have 326 Supervision Hours: 3 rovers- 2 in Nashville/Knoxville Regions and 1 in Memphis/Jackson Region; 1-TN

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			Tower; 1-TRC; 1- Relief; 1- Museum; 1-Contract Manager. Please see revised RFP section 1.1.1. and newly added RFP Appendix 7.2. included via Amendment Item #3 below for RFP # 32110-20110, Release #2.
Pro Forma A.11.2.	Pro Forma p. 21	10. Is the contract manager a 40 hour per week position?	Please refer to Pro Forma A.11.2.5. The hours this position works is at the discretion of the Contractor, as long as either the CM or the CM's designee is 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.
Pro Forma A.4.3.	Pro Forma p. 7	11. Are all positions armed guards?	All FPO positions are armed positions and must have required Licenses and Permits. Refer to Pro Forma A.4.3.
RFP Attachment 6.3.	RFP p. 31	12. Is the per vehicle line item an annual cost per vehicle?	Vehicle charge is a 1-time charge per vehicle. Refer to RFP Attachment 6.3.
Pro Forma A.14.3.	Pro Forma p. 26	13. What is the estimated annual mileage per vehicle?	Estimated annual mileage is 12,000 miles. Roving Vehicle has a lot of idle time in the Nashville area around the Capitol Complex but it runs 24/7.
Pro Forma A.14.3.4.	Pro Forma p. 27	14. Is there a specific type of vehicle needed? 4WD? Truck? Or Standard Patrol Car?	White 4-door sedans. Refer to Pro Forma A.14.3.4.
Pro Forma C.1.	Pro Forma p. 31	15. When the state estimated 9million is that per year? 3 years? Or Other?	\$9M is an estimated liability for the initial 3-year contract term plus the 2, 1-year renewal options.
Pro Forma E.23.	Pro Forma p. 52	16. Will the performance bond be valued at 3 years? Or 1 year with renewal each year?	The performance bond is based off of the estimated liability of the contract. Refer to Pro Forma E.23.
Pro Forma A.5.3.2.	Pro Forma p. 11	17. Are all officers required to go through a psychological evaluation?	Yes. Refer to Pro Forma A.5.3.2.
Pro Forma A.5.3.2.	Pro Forma p. 11	18. Who administers the psychological evaluation?	Please refer to Pro Forma A.5.3.2. and Attachment B Psychological Evaluation -- Tennessee licensed health care provider qualified in the psychiatric or psychological field.
Pro Forma C.3.	Pro Forma p. 31	19. What are the pay rates on the current contract? What are the bill rates on the current contract?	Current SWC 227 documents, amendments, and pricing is available at this direct link or through the webpage at tn.gov/statewide-contracts . The State does not have current employee pay rates for FPOs.
Pro Forma C.3.	Pro Forma p. 31	20. Are holidays billed at a premium rate?	No, there is no holiday pay rate. Refer to Pro Forma C.3.
Pro Forma C.2.	Pro Forma p. 31	21. Will there be any opportunities to give the state billing increases before 36 months? Or in Renewal years?	Contractor may request a price increase at any point during the Contract Term as

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		Increases would be based on cost of living.	long as it is after the 365-day Firm Price Period. Requested price increases must be in accordance with Pro Forma Contract Section C.2.
Pro Forma A.6.1.1.	Pro Forma p. 12	22. Do all officers need to be CPR/AED/FA certified?	See training requirements detailed in Pro Forma A.6.1.1. Attachment F.
Pro Forma C.1.	Pro Forma p. 31	23. What is the annual spend on the current contract?	An estimated \$1,700,000 has been spent annually.
Pro Forma C.3.	Pro Forma p. 31	24. Do you allow the security vendor to charge time and a half for holidays? How many holidays do you observe?	No, refer to Pro Forma C.3. The State observes 11 holidays. https://www.tn.gov/about-tn/state-holidays.html
Pro Forma E.23.	Pro Forma p. 52	25. Would the state of Tennessee allow an annual renewable performance and payment bonds in the estimated annual contract amount?	No. Refer to Pro Forma E.23.
Pro Forma E.23.	Pro Forma p. 52	26. Would the state of Tennessee allow an annual bond \$1.8million to total \$9million over a 5 year period?	No, the Contractor shall submit the bond by the Performance Bond Deadline listed in RFP Section 2 and in the manner and form prescribed by the State at Attachment N. Refer to Pro Forma E.23.
RFP Attachment 6.2., Item B.17.	RFP p. 25	27. Are sealed references required no matter the submission response type? Or can the 5 references email the state contact the completed reference questionnaire for email submissions?	References may be mailed or emailed to the solicitation coordinator. Please refer to RFP Attachment 6.2., Section B.17.
Pro Forma A.11.2.	Pro Forma p. 21	28. Does the contract manager need to reside in Nashville, TN?	No.
Pro Forma A.11.4.4.	Pro Forma p. 23	29. Would you accept CPR/AED certification thru NSC? (National Safety Council)	Contract requires American Red Cross or American Heart Association. Please refer to Pro Forma A.11.4.4.
Pro Forma A.2.	Pro Forma p. 3	30. What transition timeframe do you expect?	In accordance with the current Contract Pro Forma Section A.2.2.2., the phase-in transition would be approximately 60 days. The contract resulting from this RFP will have a 90-day transition at the end of the contract term per Pro Forma A.2.2.2.
Pro Forma A.6.	Pro Forma p. 12	31. How many hours of on-the-job training are required?	Most FPOs go through 48-60 hours of on-the-job training "OJT" depending on post.
Pro Forma A.6.	Pro Forma p. 12	32. Is the 24 hours of TDOSHS training prior to assuming post occur before OJT begins?	No, TDOSHS is the last training prior to being commissioned.
Pro Forma A.4.4.1.	Pro Forma p. 7	33. 4.4.1 – Is the contractor expected to pay for the officers armed license?	Yes. Refer to Pro Forma A.4.4.1.
Pro Forma A.6.	Pro Forma p. 12	34. 6.1.3 – What training is the state providing? How many hours? Does this occur before or after OJT? Will officers be allowed to work while waiting for the state-provided training?	TDOSHS provides ALERRT Active Shooter, Scenario Based Training, Verbal Judo, and FPO Operating Authority. FPOs are not allowed to work post until all training is completed. Please refer to Pro Forma

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			A.6. and Attachment F.
Pro Forma A.14.4.9.	Pro Forma p. 27	35. 14.4.9 – Is round in chamber negotiable?	No.
Pro Forma A.5.3.1.3.	Pro Forma p. 11	36. Is there a cost associated with running the background via the Background packet?	Refer to Pro Forma A.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.
Pro Forma C.3.	Pro Forma p. 32	37. Are we able to direct bill for any incumbent vacation? If not, can you provide an estimate/average as to how much vacation the incumbent personnel has?	No, The Contractor may only be compensated for goods or services set forth in section C of the Pro Forma. The State does not have information regarding incumbent personnel vacation.
RFP 4.9.3.2.	Pro Forma p. 15	38. What are the payment terms?	All payments relating to this procurement will be made in accordance with the Payment Terms and Conditions of the Contract resulting from this RFP (refer to RFP Attachment 6.6., Pro Forma Contract, Section C).
Pro Forma C.3.	Pro Forma p. 32	39. Are we able to direct bill equipment items as new locations are added? (cell phones, etc)	No. The Contractor may only be compensated for goods or services set forth in section C of the Pro Forma.
Pro Forma A.14.	Pro Forma p. 26	40. Besides uniforms and weapons, what equipment does the vendor need to provide to the officers? (cell phone, flashlight, etc)	Belt (Basket Weave) with pouches/belt keepers, Radio, Cuffs and Key, Baton, Chemical Spray, Magazines for weapon, Supervisors currently have cell phones. Please refer to Pro Forma A.14. and Attachment H – Uniforms.
General	N/A	41. Are there any supplier portal fees?	No.
RFP 3.1.1.2.	RFP p. 8	42. Section 3.1.1.2. of the RFP, Response Requirements for the Technical Response, states “maps, graphs, charts, as noted and included as an appendix will not count against this page limit.” Is there a page limit for the Technical Response?	No page limit was given for this RFP.
RFP 3.1.1.2.	RFP p. 8	43. May the text in graphics and tables and charts be less that 12-point as long as it is clear and readable?	All text must be at least 12 point font. Refer to RFP 3.1.1.2.
RFP Attachment 6.2., Item A.6.	RFP p. 21	44. Section A.6. of the Technical Response requirements calls for “documentation that Respondent has implemented similar services on the State or Federal level.” What type of documentation will suffice for this requirement? Will a narrative explaining the Respondent’s similar experience suffice?	The State is requesting documentation of prior Police type services rendered or other contracts in which officers are commissioned or serves under Peace Officer Standards and Training or Police Officers Standards and Training (POST).
RFP	RFP	45. How many names shall the	There is not a set number. The

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Attachment 6.2., Item B.13.	p. 24	Respondent provide in the personnel roster, and which positions should the personnel roster include? How many resumes should the Respondent provide?	respondents should provide a key personnel roster of those assigned to meet the requirements of this Contract.
RFP Attachment 6.5.	RFP p. 37	46. Should the Respondent submit a Score Summary Matrix as outlined in RFP Attachment 6.5? And if so, will this be submitted as part of the Technical Response or as a separate document?	No, the State will complete the Score Summary Matrix.
RFP 3.1.1.2.	RFP p. 8	47. In Section 3.1.1.2 of the Response Requirements, reference to a page limit is made "will not count against this page limit." Is there a page limit to the response? If so, what is the page limit?	No page limit was given for this RFP.
RFP Attachment 6.2., Item B.15.	RFP p. 24	48. On page 23 of the Response Requirements, B.15. regarding respondent's commitment to diversity – is M/W/SDV/SBE participation required to comply with this solicitation? What weight will the State place on scoring for use or no use of business enterprises owned by M/W/SDV/SBE?	Participation is not a requirement; however, Respondents should submit a response to B.15. regardless of their participation level. There is not an individual score/weight assigned to B.15.
RFP 3.2.	RFP p. 9	49. Are electronic signatures on the responses to this procurement acceptable?	Yes, all required signatures will be accepted electronically.
Pro Forma A.12.3.3.	Pro Forma p. 24	50. On the Cost Proposal, please define the circumstances that warrant approval for Overtime Security Services.	Please refer to Pro Forma A.12.3.3.2. and A.12.3.3.3.
Pro Forma C.5., D.34.	Pro Forma p. 32, 44	51. Is the State exempt from payment of State and local sales and use tax?	Yes, the State of Tennessee is tax exempt. Contractor should not charge the State sales and use tax (see Pro Forma C.5.), but Contractor has to pay Sales and Use Tax as applicable (see Pro Forma D.34).
Pro Forma A.14.6.5.	Pro Forma p. 28	52. We note the prohibition on beards in Attachment E of the RFP. Will the State allow legally mandated exceptions to that prohibition for medical and religious reasons in accordance with applicable law?	Yes, the State of Tennessee will grant reasonable accommodations consistent with legal and Constitutional standards. Please see Pro Forma A.14.6.5.
Pro Forma E.23., E.24.	Pro Forma p. 52	53. Both RFP Section 1.9 on page 4 of the RFP and Contract Section E.23 require a Performance Bond. However, the RFP does not appear to specify a Payment Bond; a Payment Bond is required by Contract Section E.24. Is the selected bidder required to provide both a Performance Bond and a Payment Bond?	Yes, both a Performance Bond and Payment Bond will be required. Please see Pro Forma E.23. and E.24.
Pro Forma E.23., E.24.	Pro Forma p. 52	54. Are all bidders required to submit a Consent of Surety for each required bond with their proposal?	Only the awarded respondent will be required to provide a Performance Bond and a Payment Bond. The Contractor shall submit the Performance

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			Bond no later than the Performance Bond Deadline listed in RFP Section 2 and the payment bond no later than the day immediately preceding the Effective Date. The Contractor shall submit the bonds in the manner and form prescribed by the State at Attachment N and M. See Pro Forma E.23. and E.24.
RFP Attachment 6.2., Item A.9. & Pro Forma D.33.	RFP p. 21 & Pro Forma p. 41	55. RFP Section A.9(iv) on page 10 of the RFP specifies Professional Malpractice Liability insurance with a limit of not less than \$4 million per claim. Contract Section D.33.d.3 requires Medical Malpractice insurance in the minimum amount of \$3 million per claim and \$3 million in the aggregate, but only if the Contract involves the provision of services by medical professionals. Since this contract does not require performance of services by medical professionals, can RFP Section A.9(iv) be omitted from the RFP?	Yes, please refer to Amendment Item #3 below for RFP # 32110-20110, Release #2 and to State revisions to RFP ATTACHMENT 6.2. — Section A, Item A.9. Yes, please refer to Amendment Item #3 below for RFP # 32110-20110, Release #2, and to State’s revised pro forma section D.33
RFP Attachment 6.2., Item A.9. & Pro Forma D.33.	RFP p. 21 & Pro Forma p. 41	56. Both RFP Section A.9(d)(v) on pages 20-21 of the RFP and Contract Section D.33.e.1 require the Contractor to provide Technology Professional Liability (Errors& Omissions) insurance. Our company does not carry that insurance, since it is designed to cover providers of technology services or products, and we do not provide those products and services. A) Can RFP Section A.9(d)(v) be revised as follows? - Delete the phrase “Technology Professional Liability (Errors & Omissions)” from line 2. - Delete the phrase “all acts, claims, errors, omissions, negligence, infringement of intellectual property (including copyright, patent and trade secret)” from lines 5-7. B) Can the Contract be revised to delete Section D.33.e.1?	A) No, the State will not delete these phrases. B) No, since the contractor may have access to Personally Identifiable Information (PII) while performing its duties under the contract (§ E.6.), this insurance is a necessary requirement and cannot be omitted from the contract.
Pro Forma D.33.	Pro Forma p. 41	57. Our company’s crime insurance policy includes a Social Engineering Fraud Endorsement that provides for a sublimit of \$100,000. Can the \$250,000 limit for that coverage specified in Section A.9(d)(vi) on page 21 of the RFP and Contract Section D.33.f.2 be reduced to \$100,000?	No. The \$250,000 limit for Social Engineering Fraud is a reasonable and customary amount.
Pro Forma A.5.	Pro Forma	58. We note the background adjudication	Please refer to Amendment Item #4

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	p. 8	<p>standards in various sections of the Contract. We assume those standards are intended to comply with Title VII of the Federal Civil Rights Act of 1964 which prohibits employment discrimination. In interpreting Title VII, EEOC Enforcement Guidance 915.002 (4/25/12) prohibits blanket exclusions based on a class of crime or type of military discharge. The Guidance requires assessment of the facts and circumstances of a conviction or military discharge to determine whether it truly renders a person unsuitable for the position for which he or she is intended. Can the Contract sections cited below be revised as follows to achieve compliance with applicable law?</p> <ul style="list-style-type: none"> - <u>Contract Section A.5.1.2.1:</u> Replace the phrase “or who possess and Honorable Discharge from a U.S. Military component” with the phrase “or who possesses no discharge from a U.S. Military component that renders the FPO unsuitable for the position for which he or she is intended, which shall be determined in accordance with the criteria set forth in Section A.5.1.2.7 below.” - <u>Contract Section A.5.1.2.4.2:</u> Replace the phrase “with “Honorable Discharge” status” with the phrase “with no discharge status that renders the FPO unsuitable for the position for which he or she is intended, which shall be determined in accordance with the criteria set forth in Section A.5.1.2.7 below.” - <u>Insert the following as new Section A.5.1.2.7:</u> “5.1.2.7. The State’s determination regarding the suitability of any person described in Section 5.1.2.1 or Section 5.1.2.4.2 above for assignment at an State location shall be based on guidance provided by the U.S. Equal Employment 	<p>below for Pro Forma #32110-20110, Release #2 and for State’s determination of revisions to Pro Forma section A.5.</p>

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		<p>Opportunity Commission regarding the use of military discharge history in employment decisions which requires a weighing of (i) the nature and gravity of the discharge; (ii) the time that has passed since the discharge; and (iii) the nature of the job held or sought.”</p> <ul style="list-style-type: none"> - <u>Contract Section A.5.3.2.3:</u> Replace with the following: C) “The State shall grant, deny, withhold and terminate personnel from working within this contract as the result of a background investigations that discloses disqualifying information as described in Section 5.3.4.2 below.” - <u>Contract Section A.5.3.3.1:</u> Replace with the following: C) “The State shall grant, deny, withhold and terminate unescorted access to a State facility and or sensitive State information access for Contractor employees, based upon the results of a background investigation that discloses disqualifying information as described in Section 5.3.4.2 below.” - <u>Contract Section 5.3.4.2:</u> Replace with the following: C) “5.3.4.2 Disqualifying information consists of: <ul style="list-style-type: none"> 1) Conviction of a felony, a crime of violence or a serious misdemeanor that renders the employee unsuitable for the position for which he or she is intended. 2) Falsification of information entered on completed background packet 3) The State’s determination regarding the suitability of any person described in (1) above for assignment at a State location shall be based on guidance provided by the U.S. Equal Employment Opportunity Commission regarding the use of criminal 	

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		<p>conviction history in employment decisions which requires a weighing of (i) the nature and gravity of the offense; (ii) the time that has passed since the offense, or the employee's completion of any sentence given as a result of the offense; and (iii) the nature of the job held or sought.</p>	
<p>Pro Forma A.5.2.1.1.</p>	<p>Pro Forma p. 8</p>	<p>59. We note the requirement in Contract Section A.5.2.1.1 for a physical to be performed on each employee. It is understood that the Americans with Disabilities Act imposes significant restrictions on an employer's ability to perform a physical exam on an incumbent employee. Per EEOC Enforcement Guidance 915.002 (07/27/00), a physical exam may be conducted on an incumbent employee only when the employer has reason to believe, based on objective evidence, that the officer's ability to perform essential job functions may be impaired due to a medical condition and/or the officer may pose a direct threat due to a medical condition. If the incumbent security provider is awarded the contract pursuant to the RFP and continues to use the same security officers who are already assigned to the current contract, can the cited section be replaced with the following? "Contractor shall ensure that all newly hired FPOs who did not previously work under Contractor's prior contract with the State shall meet medical and physical requirements in accordance with the Peace Officer Standards and Training Commission, Attachment G, at the time of initial hire. A physical exam may also be required for any FPO at any time after his or her initial hire, whether under this Contract or Contractor's prior contract with the State, whenever the State has reason to believe based on objective evidence that the FPO's ability to perform essential job functions may be impaired due to a medical condition and/or the FPO may pose a direct threat due to a medical condition."</p>	<p>The State will not modify the language in Section A.5.2.1.1. Per the term, any awarded Contractor, whether an incumbent or new provider, must ensure the requirement is met. If an FPO has already been commissioned and met this requirement under the current Contract, then the Contractor would simply need to verify and ensure proper documentation is maintained for the FPO's personnel file in accordance with Pro Forma Section 7.3.</p>
<p>Pro Forma A.5.2.3.1.</p>	<p>Pro Forma</p>	<p>60. We note the fitness standards in Contract Section 5.2.3. We</p>	<p>Yes, please refer to Amendment Item</p>

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	p. 9	<p>assume those standards are intended to comply with applicable law, including the Americans with Disabilities Act. Can Section 5.2.3.1 be replaced with the following to achieve compliance with applicable law? “FPOs shall be physically able to perform all essential job duties, with or without reasonable accommodation. FPOs shall be physically able to perform the tasks and/or functions listed below to the extent job-related and consistent with business necessity.”</p>	#4 below for Pro Forma #32110-20110, Release #2 and to State’s revisions to pro forma section A.5.2.3.1.
Pro Forma C.2.	Pro Forma p. 31	61. We note the provision addressing price adjustments at Contract Section C.2.c. Can the Contract be further revised to permit the Contractor to raise rates when and as needed to recoup increases in the following costs that are outside of the Contractor’s control: Federal, state or local taxes, levies, or required withholdings; costs under collective bargaining agreements; minimum, prevailing and living wage rates and other statutory requirements, such a legally mandated sick leave costs; and medical and other benefit costs?	The State will not modify the language in Section C.2. as it does <u>not</u> restrict a Contractor’s ability to request price increases based on the source of the increasing cost to the Contractor. Contractor would need to provide justification for the price increase request. The Contractor would not be able to gain additional profit as a result of the price increase. Requested price increases must be in accordance with Pro Forma Contract Section C.2.
Pro Forma D.5.	Pro Forma p. 35	62. Can Contract Section D.5 be revised to give the Contractor the reciprocal right to terminate the Contract for convenience on 120 days’ prior written notice to the State?	No.
Pro Forma D.20.	Pro Forma p. 38	63. Our company stands behind our security services and regularly accepts the obligation to indemnify clients for the comparative portion of any losses, costs or damages that are caused by the negligent acts or omissions of our personnel in the performance of security services under client agreements. Can Contract Section D.20 be revised as follows to reflect that standard? On line 4, replace the phrase “as a result of acts, omissions or negligence” with the phrase “to the extent such injury or damage is caused by the negligent acts or omissions.”	Yes, please refer to Amendment Item #4 below for Pro Forma #32110-20110, Release #2 and to State’s revised Pro Forma section D.20.
Pro Forma D.33.	Pro Forma p. 41	64. Our company routinely adds clients as additional insureds on our insurance policies, so long as our obligations are aligned	Yes, please refer to Amendment Item #4 below for Pro Forma #32110-20110, Release #2, and to State’s revised Pro Forma section D.33.

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		<p>with our indemnification obligations and limited to the specified insurance limits we have agreed to provide. The blanket additional insured endorsements to all of our policies automatically cover any party we are required by written contract to cover as an additional insured, to the extent set forth in such contract, without the necessity of expressly naming such party. Can Contract Section D.33, first paragraph, be revised as follows to reflect those parameters? On line 10, replace the phrase "name the State as additional insured" with the phrase "include the State as additional insured, to the extent of the Contractor's indemnification obligations under Section D.20 and up to the required insurance coverage amount."</p>	
Pro Forma D.33.	Pro Forma p. 41	<p>65. We note the limitations on self-insured retentions and deductibles in Contract Section D.33, first paragraph. Our company maintains insurance deductibles and retentions that have been determined as optimal for a company of our size and financial strength after careful review with our insurance advisors, and they cannot be eliminated or reduced with respect to a specific client. We have demonstrated to our insurers the financial ability to fund those deductibles and retentions over an extended period of time. Should the State require added security, we can provide the guaranty of our parent company of losses and expenses that fall within the SIRs and deductibles. Can the following be added after the word "State" on line 14 of the first paragraph of Contract Section D.33 to reflect those parameters? "Approval of self-insured retentions and deductibles shall not be unreasonably withheld upon Contractor's demonstration of financial capacity to carry said deductibles and self-insured retentions. Should the State require added security, the State shall accept a financial guarantee of Contractor's</p>	<p>Yes, please refer to Amendment Item #4 below Pro Forma #32110-20110, Release #2, and to State's revised Pro Forma section D.33.</p>

RFP SECTION	PAGE #	QUESTION / COMMENT	STATE RESPONSE
		parent company guaranteeing payment of losses and related claims investigation, administration and defense expenses that fall within the policy self-insured retentions and deductibles.”	
Pro Forma A.1.1.2.	Pro Forma p. 1	66. Please describe the equipment and supplies required to satisfy contract section 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. Please refer to Pro Forma A.14. regarding Contractor provided property. Contractor will need the necessary equipment such as secured computer to create, process, and maintain digital files on all employees and be able to scan in full color and forward files.
Pro Forma A.1.5.1.	Pro Forma p. 2	67. Please clarify the sections/topics required in the Security Resource Tool (Manual) outlined in 1.5.1.	The manual needs to be prepared by the Contractor to prepare FPOs for assuming duties under this Contract. The State does not have set requirements for this manual.
Pro Forma A.2.2.4. & RFP Attachment 6.2., Item A.8.	Pro Forma p. 3 & RFP p. 21	68. Please elaborate on the requirements for “Contractor shall have physical manned location/facility in each Grand Division...” Specifically, can a contractor have a mailing address and PO box, or is the contractor required to have an operational office at the time of the RFP submission? Is this office required to be ‘open’ during regular business hours, Monday through Friday?	These locations need to be operational manned facilities. Days and hours are not specified. Please see RFP section A.8. and Pro Forma Section A.2.2.4.
Pro Forma A.5.3.1.9.	Pro Forma p. 11	69. Please verify that the contractor is responsible for all costs related to contractor employee license renewal described in 5.3.1.9.	This is correct.
Pro Forma A.6.1.1.	Pro Forma p. 12	70. How many contractor employees have been exempted from training standards under section 6.1.1?	None, no FPOs have been exempt from training standards. All training must be completed prior to commissioning and standing post.
Pro Forma A.9.8.1.	Pro Forma p. 16	71. Please describe the contractor provided equipment related to 9.8.1 for control center operations.	FPO dispatch must utilize a base station radio that will reach each FPO across the State. Every FPO from Knoxville to Memphis utilizes

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			dispatch out of the Nashville Region. See Pro Forma A.14.2.4.
Pro Forma A.11.5.1.	Pro Forma p. 23	72. Is the contact described in 11.5.1 – subject matter expert regarding contractor’s weapons policy and use of force required to be an employee of the contractor?	No, Contractor may directly employ the expert or subcontract in accordance with Contract Section D.7.
Pro Forma A.12.4.1.	Pro Forma p. 24	73. Are company email addresses required for all contractor employees as specified in 12.4.1?	Yes.
Pro Forma A.14.2.2.	Pro Forma p. 26	74. Do cell phones satisfy the requirements for 14.2.2?	No, Cell phones would only be utilized in extreme emergencies of complete radio outage. The radio provider should provide extra radios in case of emergencies.
Pro Forma A.14.2.4.	Pro Forma p. 26	75. Is the contractor required to maintain statewide radio communications to satisfy 14.2.4?	Yes. Refer to Pro Forma A.14.2.4.
Pro Forma A.14.4.11.	Pro Forma p. 28	76. Please clarify that all weapons assigned under this contract (14.4.11) must be company issued weapons.	Yes, please refer to Amendment Item #4 below for Pro Forma # 32110-20110, Release #2, and to State’s revised Pro Forma section 14.4.11.

3. **Delete RFP # 32110-20110, in its entirety, and replace it with RFP # 32110-20110, Release #2, attached to this amendment. Revisions of the original RFP document are emphasized within the new release. Any sentence or paragraph containing revised or new text is highlighted.**
4. **Delete Pro Forma section 32110-20110 in its entirety and replace it with Pro Forma #32110-20110, Release #2, attached to this amendment. Any sentence or paragraph containing revised or new text is highlighted.**
5. **RFP Amendment Effective Date.** The revisions set forth herein shall be effective upon release. All other terms and conditions of this RFP not expressly amended herein shall remain in full force and effect.