STATE OF TENNESSEE
DEPARTMENT OF SAFETY AND HOMELAND SECURITY

REQUEST FOR PROPOSALS
FOR
FACILITY PROTECTION OFFICERS

RFP # 32101-14104

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1. INTRODUCTION

The State of Tennessee, Department of Safety and Homeland Security, hereinafter referred to as "the State," has issued this Request for Proposals (RFP) to define minimum contract requirements; solicit responses; detail response requirements; and, outline the State's process for evaluating responses and selecting a contractor to provide the needed goods or services.

Through this RFP, the State seeks to procure necessary goods or services at the most favorable, competitive prices and to give ALL qualified businesses, including those that are owned by minorities, women, Tennessee service-disabled veterans, and small business enterprises, an opportunity to do business with the state as contractors, subcontractors or suppliers.

Statement of Procurement Purpose

The Department of Safety and Homeland Security is responsible for safeguarding State owned and/or leased assets, while providing a secure environment for visitors and State agencies to conduct business. In accordance with Public Chapter No. 855 House Bill No. 1496 The Commissioner of safety may appoint and commission peace officers as provided in this section. Such peace officers shall be known as state facility protection officers. Any company licensed under title 62, chapter 35 as a private protective service and which has a contract with the state of Tennessee to provide armed guards may apply to the commissioner of safety for the appointment and commissioning of such number of its employees as the company shall designate to act as state facility protection officers. This RFP is designed to select one (1) Contractor to perform the aforementioned services for Davidson County, TN in accordance with House Bill No. 1496.

The Tennessee Highway Patrol (THP) performs an exceptionally crucial role in support of TDSHS missions and are typically the first contact for visitors within a State facility. In this exceedingly visible role, THP serves as a vital defense-in-depth measure. Contractors and their employees must realize the magnitude of their responsibility and continuously perform their duties in a courteous and professional manner, in full compliance with the *pro forma* contract.

1.2. Scope of Service, Contract Period, & Required Terms and Conditions

The RFP Attachment 6.6., *Pro Forma* Contract details the State's requirements:

- Scope of Services and Deliverables (Section A);
- Contract Period (Section B);
- Payment Terms (Section C);
- Standard Terms and Conditions (Section D); and,
- Special Terms and Conditions (Section E).

The *pro forma* contract substantially represents the contract document that the successful Respondent <u>must</u> sign.

1.3. Nondiscrimination

No person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of a Contract pursuant to this RFP 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, Tennessee state constitutional, or statutory law. The Contractor pursuant to this RFP shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

1.4. RFP Communications

1.4.1. The State has assigned the following RFP identification number that must be referenced in all communications regarding this RFP:

RFP # 32101-14104

1.4.2. **Unauthorized contact about this RFP with employees or officials of the State of Tennessee except as detailed below may result in disqualification from consideration under this procurement process.**

1.4.2.1. Prospective Respondents must direct communications concerning this RFP to the following person designated as the Solicitation Coordinator:

Daniel Leeson
Department of General Services
Central Procurement Office
312 Rosa L Parks Blvd 3rd Floor
615-253-4009
Daniel.Leeson@tn.gov

1.4.2.2. Notwithstanding the foregoing, Prospective Respondents may alternatively contact:

a. staff of the Governor's Office of Diversity Business Enterprise for assistance available to minority-owned, woman-owned, Tennessee service-disabled veteran owned, and small businesses as well as general, public information relating to this RFP (visit www.tn.gov/businessopp/ for contact information); and

b. the following individual designated by the State to coordinate compliance with the nondiscrimination requirements of the State of Tennessee, Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and associated federal regulations:

Helen Crowley
Department of General Services
Central Procurement Office
3rd Floor WRS TN Tower
312 Rosa L. Parks Avenue
Nashville, TN 37243
615-741-3836
Helen.Crowley@tn.gov

1.4.3. Only the State's official, written responses and communications with Respondents are binding with regard to this RFP. Oral communications between a State official and one or more Respondents are unofficial and non-binding.

1.4.4. Potential Respondents must ensure that the State receives all written questions and comments, including questions and requests for clarification, no later than the Written Questions & Comments Deadline detailed in the RFP Section 2, Schedule of Events.

1.4.5. Respondents must assume the risk of the method of dispatching any communication or response to the State. The State assumes no responsibility for delays or delivery failures resulting from the Respondent's method of dispatch. Actual or digital "postmarking" of a communication or response to the State by a specified deadline is not a substitute for the State's actual receipt of a communication or response.

1.4.6. The State will convey all official responses and communications related to this RFP to the prospective Respondents from whom the State has received a Notice of Intent to Respond (refer to RFP Section 1.8).

1.4.7. The State reserves the right to determine, at its sole discretion, the method of conveying official, written responses and communications related to this RFP. Such written communications may be transmitted by mail, hand-delivery, facsimile, electronic mail, Internet posting, or any other means deemed reasonable by the State. For internet posting, please refer to the following website: http://tn.gov/generalserv/cpo/sourcing_sub/rfp.shtml.

1.4.8. The State reserves the right to determine, at its sole discretion, the appropriateness and adequacy of responses to written comments, questions, and requests related to this RFP. The State's official, written responses will constitute an amendment of this RFP.

1.4.9. Any data or factual information provided by the State (in this RFP, an RFP amendment or any other communication relating to this RFP) is for informational purposes only. The State will make reasonable efforts to ensure the accuracy of such data or information, however it is the Respondent's obligation to independently verify any data or information provided by the State. The State expressly disclaims the accuracy or adequacy of any information or data that it provides to prospective Respondents.

1.5. Assistance to Respondents With a Handicap or Disability

Prospective Respondents with a handicap or disability may receive accommodation relating to the communication of this RFP and participating in the RFP process. Prospective Respondents may contact the Solicitation Coordinator to request such reasonable accommodation no later than the Disability Accommodation Request Deadline detailed in the RFP Section 2, Schedule of Events.

1.6. Respondent Required Review & Waiver of Objections

1.6.1. Each prospective Respondent must carefully review this RFP, including but not limited to, attachments, the RFP Attachment 6.6., *Pro Forma* Contract, and any amendments, for questions, comments, defects, objections, or any other matter requiring clarification or correction (collectively called "questions and comments").

1.6.2. Any prospective Respondent having questions and comments concerning this RFP must provide them in writing to the State no later than the Written Questions & Comments Deadline detailed in the RFP Section 2, Schedule of Events.

1.6.3. Protests based on any objection to the RFP shall be considered waived and invalid if the objection has not been brought to the attention of the State, in writing, by the Written Questions & Comments Deadline.

1.7. Pre-Response Conference

A Pre-response Conference will be held at the time and date detailed in the RFP Section 2, Schedule of Events. Pre-response Conference attendance is not mandatory, and prospective Respondents may be limited to a maximum number of attendees depending upon overall attendance and space limitations.

The conference will be held at:

Daniel Leeson
Department of General Services
Central Procurement Office
312 Rosa L Parks Blvd 3rd Floor
615-253-4009

Daniel.Leeson@tn.gov

The purpose of the conference is to discuss the RFP scope of goods or services. The State will entertain questions, however prospective Respondents must understand that the State's oral response to any question at the Pre-response Conference shall be unofficial and non-binding. Prospective Respondents must submit all questions, comments, or other concerns regarding the RFP in writing prior to the Written Questions & Comments Deadline date detailed in the RFP Section 2, Schedule of Events. The State will send the official response to these questions and comments to prospective Respondents from whom the State has received a Notice of Intent to respond as indicated in RFP Section 1.8 and on the date detailed in the RFP Section 2, Schedule of Events.

1.8. Notice of Intent to Respond

Before the Notice of Intent to Respond Deadline detailed in the RFP Section 2, Schedule of Events, prospective Respondents should submit to the Solicitation Coordinator a Notice of Intent to Respond (in the form of a simple e-mail or other written communication). Such notice should include the following information:

- the business or individual's name (as appropriate)
- a contact person's name and title
- the contact person's mailing address, telephone number, facsimile number, and e-mail address

A Notice of Intent to Respond creates no obligation and is not a prerequisite for submitting a response, however, it is necessary to ensure receipt of any RFP amendments or other notices and communications relating to this RFP.

1.9. Response Deadline

A Respondent must ensure that the State receives a response no later than the response Deadline time and date detailed in the RFP Section 2, Schedule of Events. A response must respond, as required, to this RFP (including its attachments) as may be amended. The State will not accept late responses, and a Respondent's failure to submit a response before the deadline will result in disqualification of the response. It is the responsibility of the Respondent to ascertain any additional security requirements with respect to packaging and delivery to the State of Tennessee. Respondents should be mindful of any potential delays due to security screening procedures, weather, or other filing delays whether foreseeable or unforeseeable.

2. RFP SCHEDULE OF EVENTS

2.1. The following RFP Schedule of Events represents the State's best estimate for this RFP.

EVENT	TIME (central time zone)	DATE
1. RFP Issued		July 21, 2015
2. Disability Accommodation Request Deadline	2:00 p.m.	July 24, 2015
3. Pre-response Conference	1:00 p.m.	August 5, 2015
4. Notice of Intent to Respond Deadline	2:00 p.m.	August 7, 2015
5. Written "Questions & Comments" Deadline	2:00 p.m.	August 19, 2015
6. State Response to Written "Questions & Comments"		August 28, 2015
7. Response Deadline	2:00 p.m.	September 9, 2015
8. State Schedules Respondent Oral Presentation		September 11, 2015
9. Respondent Oral Presentation		September 23-25, 2015
10. State Completion of Technical Response Evaluations	2:00 p.m.	October 2, 2015
11. State Opening & Scoring of Cost Proposals	2:00 p.m.	October 5, 2015
12. Negotiations		October 6, 2015
13. State Notice of Intent to Award Released and RFP Files Opened for Public Inspection	2:00 p.m.	October 9, 2015
14. End of Open File Period		October 16, 2015
15. State sends contract to Contractor for signature		October 19, 2015
16. Contractor Signature Deadline	2:00 p.m.	October 23, 2015

2.2. **The State reserves the right, at its sole discretion, to adjust the RFP Schedule of Events as it deems necessary.** Any adjustment of the Schedule of Events shall constitute an RFP amendment, and the State will communicate such to prospective Respondents from whom the State has received a Notice of Intent to Respond (refer to section 1.8).

3. RESPONSE REQUIREMENTS

3.1. Response Form

A response to this RFP must consist of two parts, a Technical Response and a Cost Proposal.

3.1.1. **Technical Response**. RFP Attachment 6.2., Technical Response & Evaluation Guide provides the specific requirements for submitting a response. This guide includes mandatory requirement items, general qualifications and experience items, and technical qualifications, experience, and approach items all of which must be addressed with a written response and, in some instances, additional documentation.

NOTICE: A technical response must not include any pricing or cost information. If any pricing or cost information amounts of any type (even pricing relating to other projects) is included in any part of the technical response, the state may deem the response to be non-responsive and reject it.

3.1.1.1. A Respondent must use the RFP Attachment 6.2., Technical Response & Evaluation Guide to organize, reference, and draft the Technical Response by duplicating the attachment, adding appropriate page numbers as required, and using the guide as a table of contents covering the Technical Response.

3.1.1.2. A response should be economically prepared, with emphasis on completeness and clarity. A response, as well as any reference material presented, must be written in English and must be written on standard 8 ½" x 11" pages (although oversize exhibits are permissible) and use a 12 point font for text. All response pages must be numbered.

3.1.1.3. All information and documentation included in a Technical Response should respond to or address a specific requirement detailed in the RFP Attachment 6.2., Technical Response & Evaluation Guide. All information must be incorporated into a response to a specific requirement and clearly referenced. Any information not meeting these criteria will be deemed extraneous and will not contribute to evaluations.

3.1.1.4. The State may determine a response to be non-responsive and reject it if:

a. the Respondent fails to organize and properly reference the Technical Response as required by this RFP and the RFP Attachment 6.2., Technical Response & Evaluation Guide; or

b. the Technical Response document does not appropriately respond to, address, or meet all of the requirements and response items detailed in the RFP Attachment 6.2., Technical Response & Evaluation Guide.

3.1.2. **Cost Proposal**. A Cost Proposal must be recorded on an exact duplicate of the RFP Attachment 6.3., Cost Proposal & Scoring Guide.

NOTICE: If a Respondent fails to submit a cost proposal exactly as required, the State may deem the response to be non-responsive and reject it.

3.1.2.1. A Respondent must only record the proposed cost exactly as required by the RFP Attachment 6.3., Cost Proposal & Scoring Guide and must NOT record any other rates, amounts, or information.

3.1.2.2. The proposed cost shall incorporate ALL costs for services under the contract for the total contract period, including any renewals or extensions.

3.1.2.3. A Respondent must sign and date the Cost Proposal.

3.1.2.4. A Respondent must submit the Cost Proposal to the State in a sealed package separate from the Technical Response (as detailed in RFP Sections 3.2.3., *et seq.*).

3.2. Response Delivery

3.2.1. A Respondent must ensure that both the original Technical Response and Cost Proposal documents meet all form and content requirements, including all required signatures, as detailed within this RFP.

3.2.2. A Respondent must submit original Technical Response and Cost Proposal documents and copies as specified below.

3.2.2.1. One (1) original Technical Response paper document labeled:

"RFP # 32101-14104 TECHNICAL RESPONSE ORIGINAL"

and FIVE (5) digital copies of the Technical Response each in the form of one (1) digital document in "PDF" format properly recorded on its own otherwise blank, standard CD-R recordable disc or USB flash drive labeled:

"RFP # 32101-14104 TECHNICAL RESPONSE COPY"

The digital copies should not include copies of sealed customer references, however any other discrepancy between the paper Technical Response document and any digital copies may result in the State rejecting the proposal as non-responsive.

3.2.2.2. One (1) original Cost Proposal paper document labeled:

"RFP # 32101-14104 COST PROPOSAL ORIGINAL"

and one (1) copy in the form of a digital document in "PDF" format properly recorded on separate, blank, standard CD-R recordable disc or USB flash drive labeled:

"RFP # 32101-14104 COST PROPOSAL COPY"

In the event of a discrepancy between the original Cost Proposal document and the digital copy, the original, signed document will take precedence.

3.2.3. A Respondent must separate, seal, package, and label the documents and copies for delivery as follows:

3.2.3.1. The Technical Response original document and digital copies must be placed in a sealed package that is clearly labeled:

"DO NOT OPEN… RFP # 32101-14104 TECHNICAL RESPONSE FROM [RESPONDENT LEGAL ENTITY NAME]"

3.2.3.2. The Cost Proposal original document and digital copy must be placed in a separate, sealed package that is clearly labeled:

"DO NOT OPEN… RFP # 32101-14104 COST PROPOSAL FROM [RESPONDENT LEGAL ENTITY NAME]"

3.2.3.3. The separately, sealed Technical Response and Cost Proposal components may be enclosed in a larger package for mailing or delivery, provided that the outermost package is clearly labeled:

"RFP # 32101-14104 SEALED TECHNICAL RESPONSE & SEALED COST PROPOSAL FROM [RESPONDENT LEGAL ENTITY NAME]"

3.2.4. A Respondent must ensure that the State receives a response no later than the Response Deadline time and date detailed in the RFP Section 2, Schedule of Events at the following address:

Daniel Leeson
Department of General Services
Central Procurement Office
312 Rosa L Parks Blvd 3rd Floor
615-253-4009
Daniel.Leeson@tn.gov

3.3. **Response & Respondent Prohibitions**

3.3.1. A response must not include alternate contract terms and conditions. If a response contains such terms and conditions, the State, at its sole discretion, may determine the response to be a non-responsive counteroffer and reject it.

3.3.2. A response must not restrict the rights of the State or otherwise qualify either the offer to deliver goods or provide services as required by this RFP or the Cost Proposal. If a response restricts the rights of the State or otherwise qualifies either the offer to deliver goods or provide services as required by this RFP or the Cost Proposal, the State, at its sole discretion, may determine the response to be a non-responsive counteroffer and reject it.

3.3.3. A response must not propose alternative goods or services (*i.e.*, offer services different from those requested and required by this RFP) unless expressly requested in this RFP. The State may consider a response of alternative goods or services to be non-responsive and reject it.

3.3.4. A Cost Proposal must be prepared and arrived at independently and must not involve any collusion between Respondents. The State will reject any Cost Proposal that involves collusion, consultation, communication, or agreement between Respondents. Regardless of the time of detection, the State will consider any such actions to be grounds for response rejection or contract termination.

3.3.5. A Respondent must not provide, for consideration in this RFP process or subsequent contract negotiations, any information that the Respondent knew or should have known was materially incorrect. If the State determines that a Respondent has provided such incorrect information, the State will deem the Response non-responsive and reject it.

3.3.6. A Respondent must not submit more than one Technical Response and one Cost Proposal in response to this RFP, except as expressly requested by the State in this RFP. If a Respondent submits more than one Technical Response or more than one Cost Proposal, the State will deem all of the responses non-responsive and reject them.

3.3.7. A Respondent must not submit a response as a prime contractor while also permitting one or more other Respondents to offer the Respondent as a subcontractor in their own responses. Such may result in the disqualification of all Respondents knowingly involved. This restriction does not, however, prohibit different Respondents from offering the same subcontractor as a part of their responses (provided that the subcontractor does not also submit a response as a prime contractor).

3.3.8. The State shall not consider a response from an individual who is, or within the past six (6) months has been, a State employee. For purposes of this RFP:

3.3.8.1. An individual shall be deemed a State employee until such time as all compensation for salary, termination pay, and annual leave has been paid;

3.3.8.2. A contract with or a response from a company, corporation, or any other contracting entity in which a controlling interest is held by any State employee shall be considered to be a contract with or proposal from the employee; and

3.3.8.3. A contract with or a response from a company, corporation, or any other contracting entity that employs an individual who is, or within the past six (6) months has been, a State employee shall not be considered a contract with or a proposal from the employee and shall not constitute a prohibited conflict of interest.

3.4. Response Errors & Revisions

A Respondent is responsible for any and all response errors or omissions. A Respondent will not be allowed to alter or revise response documents after the Response Deadline time and date detailed in the RFP Section 2, Schedule of Events unless such is formally requested, in writing, by the State.

3.5. Response Withdrawal

A Respondent may withdraw a submitted response at any time before the Response Deadline time and date detailed in the RFP Section 2, Schedule of Events by submitting a written request signed by an authorized Respondent representative. After withdrawing a response, a Respondent may submit another response at any time before the Response Deadline. After the Response Deadline, a Respondent may only withdraw all or a portion of a response where the enforcement of the response would impose an unconscionable hardship on the Respondent.

3.6. Additional Services

If a response offers goods or services in addition to those required by and described in this RFP, the State, at its sole discretion, may add such services to the contract awarded as a result of this RFP. Notwithstanding the foregoing, a Respondent must not propose any additional cost amounts or rates for additional goods or services. Regardless of any additional services offered in a response, the Respondent's Cost Proposal must only record the proposed cost as required in this RFP and must not record any other rates, amounts, or information.

NOTICE: If a Respondent fails to submit a Cost Proposal exactly as required, the State may deem the response non-responsive and reject it.

3.7. Response Preparation Costs

The State will <u>not</u> pay any costs associated with the preparation, submittal, or presentation of any response.

4. GENERAL CONTRACTING INFORMATION & REQUIREMENTS

4.1. RFP Amendment

The State at its sole discretion may amend this RFP, in writing, at any time prior to contract award. However, prior to any such amendment, the State will consider whether it would negatively impact the ability of potential Respondents to meet the response deadline and revise the RFP Schedule of Events if deemed appropriate. If an RFP amendment is issued, the State will convey it to potential Respondents who submitted a Notice of Intent to Respond (refer to RFP Section 1.8). A response must address the final RFP (including its attachments) as amended.

4.2. RFP Cancellation

The State reserves the right, at its sole discretion, to cancel the RFP or to cancel and reissue this RFP in accordance with applicable laws and regulations.

4.3. State Right of Rejection

4.3.1. Subject to applicable laws and regulations, the State reserves the right to reject, at its sole discretion, any and all responses.

4.3.2. The State may deem as non-responsive and reject any response that does not comply with all terms, conditions, and performance requirements of this RFP. Notwithstanding the foregoing, the State reserves the right to waive, at its sole discretion, minor variances from full compliance with this RFP. If the State waives variances in a response, such waiver shall not modify the RFP requirements or excuse the Respondent from full compliance, and the State may hold any resulting Contractor to strict compliance with this RFP.

4.4. Assignment & Subcontracting

4.4.1. The Contractor may not subcontract, transfer, or assign any portion of the Contract awarded as a result of this RFP without prior approval of the State. The State reserves the right to refuse approval, at its sole discretion, of any subcontract, transfer, or assignment.

4.4.2. If a Respondent intends to use subcontractors, the response to this RFP must specifically identify the scope and portions of the work each subcontractor will perform (refer to RFP Attachment 6.2., Section B, General Qualifications & Experience Item B.14.).

4.4.3. Subcontractors identified within a response to this RFP will be deemed as approved by the State unless the State expressly disapproves one or more of the proposed subcontractors prior to signing the Contract.

4.4.4. After contract award, a Contractor may only substitute an approved subcontractor at the discretion of the State and with the State's prior, written approval.

4.4.5. Notwithstanding any State approval relating to subcontracts, the Respondent who is awarded a contract pursuant to this RFP will be the prime contractor and will be responsible for all work under the Contract.

4.5. Right to Refuse Personnel or Subcontractors

The State reserves the right to refuse, at its sole discretion and notwithstanding any prior approval, any personnel of the prime contractor or a subcontractor providing goods or services in the performance of a contract resulting from this RFP. The State will document in writing the reason(s) for any rejection of personnel.

4.6. **Insurance**

From time-to-time, the State may require the awarded Contractor to provide a Certificate of Insurance issued by an insurance company licensed or authorized to provide insurance in the State of Tennessee. Each Certificate of Insurance shall indicate current insurance coverages meeting minimum requirements as may be specified by this RFP. A failure to provide a current, Certificate of Insurance will be considered a material breach and grounds for contract termination.

4.7. **Professional Licensure and Department of Revenue Registration**

4.7.1. All persons, agencies, firms, or other entities that provide legal or financial opinions, which a Respondent provides for consideration and evaluation by the State as a part of a response to this RFP, shall be properly licensed to render such opinions.

4.7.2. Before the Contract resulting from this RFP is signed, the apparent successful Respondent (and Respondent employees and subcontractors, as applicable) must hold all necessary or appropriate business or professional licenses to provide the goods or services as required by the contract. The State may require any Respondent to submit evidence of proper licensure.

4.7.3. Before the Contract resulting from this RFP is signed, the apparent successful Respondent must be registered with the Tennessee Department of Revenue for the collection of Tennessee sales and use tax. The State shall not award a contract unless the Respondent provides proof of such registration or provides documentation from the Department of Revenue that the Contractor is exempt from this registration requirement. The foregoing is a mandatory requirement of an award of a contract pursuant to this solicitation. For purposes of this registration requirement, the Department of Revenue may be contacted at: TN.Revenue@tn.gov.

4.8. **Disclosure of Response Contents**

4.8.1. All materials submitted to the State in response to this RFP shall become the property of the State of Tennessee. Selection or rejection of a response does not affect this right. By submitting a response, a Respondent acknowledges and accepts that the full response contents and associated documents will become open to public inspection in accordance with the laws of the State of Tennessee.

4.8.2. The State will hold all response information, including both technical and cost information, in confidence during the evaluation process. Notwithstanding the foregoing, a list of actual Respondents submitting timely responses may be available to the public, upon request, after technical responses are opened.

4.8.3. Upon completion of response evaluations, indicated by public release of a Notice of Intent to Award, the responses and associated materials will be open for review by the public in accordance with *Tennessee Code Annotated*, Section 10-7-504(a)(7).

4.9. **Contract Approval and Contract Payments**

4.9.1. After contract award, the Contractor who is awarded the contract must submit appropriate documentation with the Department of Finance and Administration, Division of Accounts.

4.9.2. This RFP and its contractor selection processes do not obligate the State and do not create rights, interests, or claims of entitlement in either the Respondent with the apparent best-evaluated response or any other Respondent. State obligations pursuant to a contract award shall commence only after the contract is signed by the State agency head and the Contractor and after the Contract is approved by all other state officials as required by applicable laws and regulations.

4.9.3. No payment will be obligated or made until the relevant Contract is approved as required by applicable statutes and rules of the State of Tennessee.

4.9.3.1. The State shall not be liable for payment of any type associated with the Contract resulting from this RFP (or any amendment thereof) or responsible for any goods delivered or services rendered by the Contractor, even goods delivered or services rendered in good faith and even if the Contractor is orally directed to proceed with the delivery of goods or the rendering of services, if it occurs before the Contract start date or after the Contract end date.

4.9.3.2. 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).

4.9.3.3. The Respondent awarded the Contract resulting from this RFP shall accept the State's Purchasing Card ("P-Card") as a form of payment at no cost to the State.

4.9.3.4. If any provision of the Contract provides direct funding or reimbursement for the competitive purchase of goods or services as a component of contract performance or otherwise provides for the reimbursement of specified, actual costs, the State will employ all reasonable means and will require all such documentation that it deems necessary to ensure that such purchases were competitive and costs were reasonable, necessary, and actual. The Contractor shall provide reasonable assistance and access related to such review. Further, the State shall not remit, as funding or reimbursement pursuant to such provisions, any amounts that it determines do not represent reasonable, necessary, and actual costs.

4.10. **Contractor Performance**

The Contractor who is awarded a contract will be responsible for the delivery of all acceptable goods or the satisfactory completion of all services set out in this RFP (including attachments) as may be amended. All goods or services are subject to inspection and evaluation by the State. The State will employ all reasonable means to ensure that goods delivered or services rendered are in compliance with the Contract, and the Contractor must cooperate with such efforts.

4.11. **Contract Amendment**

After contract award, the State may request the Contractor to deliver additional goods or perform additional services within the general scope of the contract and this RFP, but beyond the specified scope of service, and for which the Contractor may be compensated. In such instances, the State will provide the Contractor a written description of the additional goods or services. The Contractor must respond to the State with a time schedule for delivering the additional goods or accomplishing the additional services based on the compensable units included in the Contractor's response to this RFP. If the State and the Contractor reach an agreement regarding the goods or services and associated compensation, such agreement must be effected by means of a contract amendment. Further, any such amendment requiring additional goods or services must be signed by both the State agency head and the Contractor and must be approved by other state officials as required by applicable statutes, rules, policies and procedures of the State of Tennessee. The Contractor must not provide additional goods or render additional services until the State has issued a written contract amendment with all required approvals.

4.12. **Severability**

If any provision of this RFP is declared by a court to be illegal or in conflict with any law, said decision will not affect the validity of the remaining RFP terms and provisions, and the rights and obligations of the State and Respondents will be construed and enforced as if the RFP did not contain the particular provision held to be invalid.

4.13. **Next Ranked Respondent**

The State reserves the right to initiate negotiations with the next ranked Respondent should the State cease doing business with any Respondent selected via this RFP process.

5. EVALUATION & CONTRACT AWARD

5.1. Evaluation Categories & Maximum Points

The State will consider qualifications, experience, technical approach, and cost in the evaluation of responses and award points in each of the categories detailed below (up to the maximum evaluation points indicated) to each response deemed by the State to be responsive.

EVALUATION CATEGORY	MAXIMUM POINTS POSSIBLE
General Qualifications & Experience (refer to RFP Attachment 6.2., Section B)	**15**
Technical Qualifications, Experience & Approach (refer to RFP Attachment 6.2., Section C)	**55**
Cost Proposal (refer to RFP Attachment 6.3.)	**30**

5.2. Evaluation Process

The evaluation process is designed to award the contract resulting from this RFP not necessarily to the Respondent offering the lowest cost, but rather to the Respondent deemed by the State to be responsive and responsible who offers the best combination of attributes based upon the evaluation criteria. ("Responsive Respondent" is defined as a Respondent that has submitted a response that conforms in all material respects to the RFP. "Responsible Respondent" is defined as a Respondent that has the capacity in all respects to perform fully the contract requirements, and the integrity and reliability which will assure good faith performance.)

5.2.1. **Technical Response Evaluation.** The Solicitation Coordinator and the Proposal Evaluation Team (consisting of three (3) or more State employees) will use the RFP Attachment 6.2., Technical Response & Evaluation Guide to manage the Technical Response Evaluation and maintain evaluation records.

5.2.1.1. The State reserves the right, at its sole discretion, to request Respondent clarification of a Technical Response or to conduct clarification discussions with any or all Respondents. Any such clarification or discussion will be limited to specific sections of the response identified by the State. The subject Respondent must put any resulting clarification in writing as may be required and in accordance with any deadline imposed by the State.

5.2.1.2. The Solicitation Coordinator will review each Technical Response to determine compliance with RFP Attachment 6.2., Technical Response & Evaluation Guide, Section A— Mandatory Requirements. If the Solicitation Coordinator determines that a response failed to meet one or more of the mandatory requirements, the Proposal Evaluation Team will review the response and document the team's determination of whether:

a. the response adequately meets RFP requirements for further evaluation;

b. the State will request clarifications or corrections for consideration prior to further evaluation; or,

c. the State will determine the response to be non-responsive to the RFP and reject it.

5.2.1.3. Proposal Evaluation Team members will independently evaluate each Technical Response (that is responsive to the RFP) against the evaluation criteria in this RFP,

and will score each in accordance with the RFP Attachment 6.2., Technical Response & Evaluation Guide.

5.2.1.4. For each response evaluated, the Solicitation Coordinator will calculate the average of the Proposal Evaluation Team member scores for RFP Attachment 6.2., Technical Response & Evaluation Guide, and record each average as the response score for the respective Technical Response section.

5.2.1.5. The Solicitation Coordinator will invite each Respondent, who is apparently responsive and responsible, to make an oral presentation.

5.2.1.5.1. The Solicitation Coordinator will schedule Respondent presentations during the period indicated by the RFP Section 2, Schedule of Events. The Solicitation Coordinator will make every effort to accommodate each Respondent's schedules. When the Respondent presentation schedule has been determined, the Solicitation Coordinator will contact Respondents with the relevant information as indicated by RFP Section 2, Schedule of Events.

5.2.1.5.2. Respondent presentations are only open to the invited Respondent, Proposal Evaluation Team members, the Solicitation Coordinator, and any technical consultants who are selected by the State to provide assistance to the Proposal Evaluation Team.

5.2.1.5.3. Oral presentations provide an opportunity for Respondents to explain and clarify their responses. Respondents must not materially alter their responses and presentations will be limited to addressing the items detailed in RFP Attachment 6.2., Technical Response & Evaluation Guide. Respondent pricing shall not be discussed during oral presentations. Evaluators may adjust Respondents' Technical Response scores based on Oral Presentations.

5.2.1.5.4. The State will maintain an accurate record of each Respondent's oral presentation session. The record of the Respondent's oral presentation shall be available for review when the State opens the procurement files for public inspection.

5.2.1.6. Before Cost Proposals are opened, the Proposal Evaluation Team will review the Technical Response Evaluation record and any other available information pertinent to whether or not each Respondent is responsive and responsible. If the Proposal Evaluation Team identifies any Respondent that does not to meet the responsive and responsible thresholds such that the team would not recommend the Respondent for Cost Proposal Evaluation and potential contract award, the team members will fully document the determination.

5.2.2. **Cost Proposal Evaluation.** The Solicitation Coordinator will open for evaluation the Cost Proposal of each Respondent deemed by the State to be responsive and responsible and calculate and record each Cost Proposal score in accordance with the RFP Attachment 6.3., Cost Proposal & Scoring Guide.

5.2.3. **Clarifications and Negotiations:** The State reserves the right to award a contract on the basis of initial responses received, therefore, each response shall contain the Respondent's best terms and conditions from a technical and cost standpoint. The State reserves the right to conduct clarifications or negotiations with one or more Respondents. All communications, clarifications, and negotiations shall be conducted in a manner that supports fairness in response improvement.

5.2.3.1. Clarifications: The State may identify areas of a response that may require further clarification or areas in which it is apparent that there may have been miscommunications or misunderstandings as to the State's specifications or requirements. The State may seek to clarify those issues identified during one or multiple clarification rounds. Each clarification sought by the State may be unique to an individual Respondent, provided that the process is conducted in a manner that supports fairness in response improvement.

5.2.3.2. Negotiations: The State may elect to negotiate with one or more Respondents by requesting revised responses, negotiating costs, or finalizing contract terms and conditions. The State reserves the right to conduct multiple negotiation rounds or no negotiations at all.

5.2.3.3. Cost Negotiations: All Respondents, selected for negotiation by the State, will be given equivalent information with respect to cost negotiations. All cost negotiations will be documented for the procurement file. Additionally, the State may conduct target pricing and other goods or services level negotiations. Target pricing may be based on considerations such as current pricing, market considerations, benchmarks, budget availability, or other methods that do not reveal individual Respondent pricing. During target price negotiations, Respondents are not obligated to reduce their pricing to target prices, but no Respondent is allowed to increase prices.

5.2.3.4. If the State determines that it is unable to successfully negotiate a contract with the apparent best evaluated Respondent, the State reserves the right to bypass the apparent best evaluated Respondent and enter into contract negotiations with the next apparent best evaluated Respondent.

5.2.4. **Total Response Score.** The Solicitation Coordinator will calculate the sum of the Technical Response section scores and the Cost Proposal score and record the resulting number as the total score for the subject Response (refer to RFP Attachment 6.5., Score Summary Matrix).

5.3. Contract Award Process

5.3.1 The Solicitation Coordinator will submit the Proposal Evaluation Team determinations and scores to the head of the procuring agency for consideration along with any other relevant information that might be available and pertinent to contract award.

5.3.2. The procuring agency head will determine the apparent best-evaluated Response. To effect a contract award to a Respondent other than the one receiving the highest evaluation process score, the head of the procuring agency must provide written justification and obtain the written approval of the Chief Procurement Officer and the Comptroller of the Treasury.

5.3.3. The State will issue a Notice of Intent to Award identifying the apparent best-evaluated response and make the RFP files available for public inspection at the time and date specified in the RFP Section 2, Schedule of Events.

NOTICE: The Notice of Intent to Award shall not create rights, interests, or claims of entitlement in either the apparent best-evaluated Respondent or any other Respondent.

5.3.4. The Respondent identified as offering the apparent best-evaluated response must sign a contract drawn by the State pursuant to this RFP. The contract shall be substantially the same as the RFP Attachment 6.6., *Pro Forma* Contract. The Respondent must sign the contract by the Contractor Signature Deadline detailed in the RFP Section 2, Schedule of Events. If the Respondent fails to provide the signed contract by this deadline, the State may determine that the Respondent is non-responsive to this RFP and reject the response.

5.3.5. Notwithstanding the foregoing, the State may, at its sole discretion, entertain limited negotiation prior to contract signing and, as a result, revise the *pro forma* contract terms and conditions or performance requirements in the State's best interests, PROVIDED THAT such revision of terms and conditions or performance requirements shall NOT materially affect the basis of response

evaluations or negatively impact the competitive nature of the RFP and contractor selection process.

5.3.6. If the State determines that a response is non-responsive and rejects it after opening Cost Proposals, the Solicitation Coordinator will re-calculate scores for each remaining responsive Cost Proposal to determine (or re-determine) the apparent best-evaluated response.

RFP # 32101-14104 STATEMENT OF CERTIFICATIONS AND ASSURANCES

The Respondent must sign and complete the Statement of Certifications and Assurances below as required, and it must be included in the Technical Response (as required by RFP Attachment 6.2., Technical Response & Evaluation Guide, Section A, Item A.1.).

The Respondent does, hereby, expressly affirm, declare, confirm, certify, and assure ALL of the following:

1. The Respondent will comply with all of the provisions and requirements of the RFP.
2. The Respondent will provide all services as defined in the Scope of Services of the RFP Attachment 6.6., *Pro Forma* Contract for the total contract period.
3. The Respondent, except as otherwise provided in this RFP, accepts and agrees to all terms and conditions set out in the RFP Attachment 6.6., *Pro Forma* Contract.
4. The Respondent acknowledges and agrees that a contract resulting from the RFP shall incorporate, by reference, all proposal responses as a part of the contract.
5. The Respondent will comply with:
   (a) the laws of the State of Tennessee;
   (b) Title VI of the federal Civil Rights Act of 1964;
   (c) Title IX of the federal Education Amendments Act of 1972;
   (d) the Equal Employment Opportunity Act and the regulations issued there under by the federal government; and,
   (e) the Americans with Disabilities Act of 1990 and the regulations issued there under by the federal government.
6. To the knowledge of the undersigned, the information detailed within the response submitted to this RFP is accurate.
7. The response submitted to this RFP was independently prepared, without collusion, under penalty of perjury.
8. No amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Respondent in connection with this RFP or any resulting contract.
9. Both the Technical Response and the Cost Proposal submitted in response to this RFP shall remain valid for at least 120 days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any contract pursuant to the RFP.

By signing this Statement of Certifications and Assurances, below, the signatory also certifies legal authority to bind the proposing entity to the provisions of this RFP and any contract awarded pursuant to it. If the signatory is not the Respondent (if an individual) or the Respondent's company *President* or *Chief Executive Officer*, this document <u>must</u> attach evidence showing the individual's authority to bind the Respondent.

<u>DO NOT SIGN THIS DOCUMENT IF YOU ARE NOT LEGALLY AUTHORIZED TO BIND THE RESPONDENT</u>

SIGNATURE: _____

PRINTED NAME & TITLE: _____

DATE: _____

RESPONDENT LEGAL ENTITY NAME: _____

RESPONDENT FEDERAL EMPLOYER IDENTIFICATION NUMBER (or SSN): _____

TECHNICAL RESPONSE & EVALUATION GUIDE

SECTION A: MANDATORY REQUIREMENTS. The Respondent must address all items detailed below and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Respondent must also detail the response page number for each item in the appropriate space below.

The Solicitation Coordinator will review the response to determine if the Mandatory Requirement Items are addressed as required and mark each with pass or fail. For each item that is not addressed as required, the Proposal Evaluation Team must review the response and attach a written determination. In addition to the Mandatory Requirement Items, the Solicitation Coordinator will review each response for compliance with all RFP requirements.

RESPONDENT LEGAL ENTITY NAME:			
Response Page # (Respondent completes)	**Item Ref.**	**Section A— Mandatory Requirement Items**	**Pass/Fail**
		The Response must be delivered to the State no later than the Response Deadline specified in the RFP Section 2, Schedule of Events.	
		The Technical Response and the Cost Proposal documentation must be packaged separately as required (refer to RFP Section 3.2., *et. seq.*).	
		The Technical Response must NOT contain cost or pricing information of any type.	
		The Technical Response must NOT contain any restrictions of the rights of the State or other qualification of the response.	
		A Respondent must NOT submit alternate responses (refer to RFP Section 3.3.).	
		A Respondent must NOT submit multiple responses in different forms (as a prime and a sub-contractor) (refer to RFP Section 3.3.).	
	A.1.	Provide the Statement of Certifications and Assurances (RFP Attachment 6.1.) completed and signed by an individual empowered to bind the Respondent to the provisions of this RFP and any resulting contract. The document must be signed without exception or qualification.	
	A.2.	Provide a statement, based upon reasonable inquiry, of whether the Respondent or any individual who shall cause to deliver goods or perform services under the contract has a possible conflict of interest (*e.g.*, employment by the State of Tennessee) and, if so, the nature of that conflict. NOTE: Any questions of conflict of interest shall be solely within the discretion of the State, and the State reserves the right to cancel any award.	
	A.3.	Provide a current bank reference indicating that the Respondent's business relationship with the financial institution is in positive standing. Such reference must be written in the form of a standard business letter, signed, and dated within the past three (3) months.	
	A.4.	Provide two current positive credit references from vendors with which the Respondent has done business written in the form of standard business letters, signed, and dated within the past three (3) months.	
	A.5.	Provide an official document or letter from an accredited credit bureau, verified and dated within the last three (3) months and indicating a satisfactory credit rating for the Respondent (NOTE: A credit bureau report	

RESPONDENT LEGAL ENTITY NAME:			
Response Page # (Respondent completes)	**Item Ref.**	**Section A— Mandatory Requirement Items**	**Pass/Fail**
		number without the full report is insufficient and will not be considered responsive.)	
	A.6.	Provide documentation that your company has implemented similar services on the State or Federal level.	
State Use – Solicitation Coordinator Signature, Printed Name & Date:			

TECHNICAL RESPONSE & EVALUATION GUIDE

SECTION B: GENERAL QUALIFICATIONS & EXPERIENCE. The Respondent must address all items detailed below and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Respondent must also detail the response page number for each item in the appropriate space below. Proposal Evaluation Team members will independently evaluate and assign one score for all responses to Section B— General Qualifications & Experience Items.

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	**Item Ref.**	**Section B— General Qualifications & Experience Items**
	B.1.	Detail the name, e-mail address, mailing address, telephone number, and facsimile number of the person the State should contact regarding the response.
	B.2.	Describe the Respondent's form of business (*i.e.*, individual, sole proprietor, corporation, non-profit corporation, partnership, limited liability company) and business location (physical location or domicile).
	B.3.	Detail the number of years the Respondent has been in business.
	B.4.	Briefly describe how long the Respondent has been providing the goods or services required by this RFP.
	B.5.	Describe the Respondent's number of employees, client base, and location of offices.
	B.6.	Provide a statement of whether there have been any mergers, acquisitions, or change of control of the Respondent within the last ten (10) years. If so, include an explanation providing relevant details.
	B.7.	Provide a statement of whether the Respondent or, to the Respondent's knowledge, any of the Respondent's employees, agents, independent contractors, or subcontractors, involved in the delivery of goods or performance of services on a contract pursuant to this RFP, have been convicted of, pled guilty to, or pled *nolo contendere* to any felony. If so, include an explanation providing relevant details.
	B.8.	Provide a statement of whether, in the last ten (10) years, the Respondent has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors. If so, include an explanation providing relevant details.
	B.9.	Provide a statement of whether there is any material, pending litigation against the Respondent that the Respondent should reasonably believe could adversely affect its ability to meet contract requirements pursuant to this RFP or is likely to have a material adverse effect on the Respondent's financial condition. If such exists, list each separately, explain the relevant details, and attach the opinion of counsel addressing whether and to what extent it would impair the Respondent's performance in a contract pursuant to this RFP. NOTE: All persons, agencies, firms, or other entities that provide legal opinions regarding the Respondent must be properly licensed to render such opinions. The State may require the Respondent to submit proof of license for each person or entity that renders such opinions.
	B.10.	Provide a statement of whether there are any pending or in progress Securities Exchange Commission investigations involving the Respondent. If such exists, list each separately, explain the relevant details, and attach the opinion of counsel addressing whether and to what extent it will impair the Respondent's performance in a contract pursuant to this RFP. NOTE: All persons, agencies, firms, or other entities that provide legal opinions regarding the

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	**Item Ref.**	**Section B— General Qualifications & Experience Items**
		Respondent must be properly licensed to render such opinions. The State may require the Respondent to submit proof of license for each person or entity that renders such opinions.
	B.11.	Provide a brief, descriptive statement detailing evidence of the Respondent's ability to deliver the goods or services sought under this RFP (*e.g.*, prior experience, training, certifications, resources, program and quality management systems, *etc*.).
	B.12.	Provide a narrative description of the proposed project team, its members, and organizational structure along with an organizational chart identifying the key people who will be assigned to deliver the goods or services required by this RFP.
	B.13.	Provide a personnel roster listing the names of key people who the Respondent will assign to meet the Respondent's requirements under this RFP along with the estimated number of hours that each individual will devote to that performance. Follow the personnel roster with a resume for each of the people listed. The resumes must detail the individual's title, education, current position with the Respondent, and employment history.
	B.14.	Provide a statement of whether the Respondent intends to use subcontractors to meet the Respondent's requirements of any contract awarded pursuant to this RFP, and if so, detail: (a) the names of the subcontractors along with the contact person, mailing address, telephone number, and e-mail address for each; (b) a description of the scope and portions of the goods each subcontractor involved in the delivery of goods or performance of the services each subcontractor will perform; <u>and</u> (c) a statement specifying that each proposed subcontractor has expressly assented to being proposed as a subcontractor in the Respondent's response to this RFP.
	B.15.	Provide documentation of the Respondent's commitment to diversity as represented by the following: (a) <u>Business Strategy</u>. Provide a description of the Respondent's existing programs and procedures designed to encourage and foster commerce with business enterprises owned by minorities, women, Tennessee service-disabled veterans, and small business enterprises. Please also include a list of the Respondent's certifications as a diversity business, if applicable. (b) <u>Business Relationships</u>. Provide a listing of the Respondent's current contracts with business enterprises owned by minorities, women, Tennessee service-disabled veterans and small business enterprises. Please include the following information: (i) contract description and total value; (ii) contractor name and ownership characteristics (*i.e.*, ethnicity, gender, Tennessee service-disabled); (iii) contractor contact name and telephone number. (c) <u>Estimated Participation</u>. Provide an estimated level of participation by business enterprises owned by minorities, women, Tennessee service-disabled veterans, and small business enterprises if a contract is awarded to the Respondent pursuant to this RFP. Please include the following information: (i) a percentage (%) indicating the participation estimate. (Express the estimated participation number as a percentage of the total estimated contract value that will be dedicated to business with subcontractors and supply contractors having such ownership characteristics only and **DO <u>NOT</u> INCLUDE DOLLAR AMOUNTS**); (ii) anticipated goods or services contract descriptions; (iii) names and ownership characteristics (i.e., ethnicity, gender, Tennessee service-disabled veterans) of anticipated subcontractors and supply contractors. NOTE: In order to claim status as a Diversity Business Enterprise under this contract,

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	**Item Ref.**	**Section B— General Qualifications & Experience Items**
		businesses must be certified by the Governor's Office of Diversity Business Enterprise (Go-DBE). Please visit the Go-DBE website at https://tn.diversitysoftware.com/FrontEnd/StartCertification.asp?TN=tn&XID=9265 for more information. (d) Workforce. Provide the percentage of the Respondent's total current employees by ethnicity and gender. NOTE: Respondents that demonstrate a commitment to diversity will advance State efforts to expand opportunity to do business with the State as contractors and subcontractors. Response evaluations will recognize the positive qualifications and experience of a Respondent that does business with enterprises owned by minorities, women, Tennessee service-disabled veterans and small business enterprises and who offer a diverse workforce.
	B.16.	Provide a statement of whether or not the Respondent has any current contracts with the State of Tennessee or has completed any contracts with the State of Tennessee within the previous five (5) year period. If so, provide the following information for all of the current and completed contracts: (a) the name, title, telephone number and e-mail address of the State contact knowledgeable about the contract; (b) the procuring State agency name; (c) a brief description of the contract's scope of services; (d) the contract period; and (e) the contract number. NOTES: ▪ Current or prior contracts with the State are not a prerequisite and are not required for the maximum evaluation score, and the existence of such contracts with the State will not automatically result in the addition or deduction of evaluation points. ▪ Each evaluator will generally consider the results of inquiries by the State regarding all contracts noted.
	B.17.	Provide customer references from individuals (who are not current or former officials or staff of the State of Tennessee) for projects similar to the services sought under this RFP and which represent: ▪ two (2) of the larger accounts currently serviced by the Respondent, and ▪ three (3) completed projects. All references must be provided in the form of standard reference questionnaires that have been fully completed by the individual providing the reference as required. The standard reference questionnaire, which must be used and completed as required, is detailed at RFP Attachment 6.4. References that are not completed as required will be considered non-responsive and will not be considered. The Respondent will be solely responsible for obtaining the fully completed reference questionnaires, and for including them within the Respondent's sealed Technical Response. In order to obtain and submit the completed reference questionnaires, as required, follow the process detailed below. (a) Customize the standard reference questionnaire at RFP Attachment 6.4. by adding the subject Respondent's name, and make duplicates for completion by references. (b) Send the customized reference questionnaires to each individual chosen to provide a reference along with a new standard #10 envelope. (c) Instruct the person that will provide a reference for the Respondent to: (i) complete the reference questionnaire (on the form provided or prepared, completed, and printed using a duplicate of the document); (ii) sign and date the completed, reference questionnaire; (iii) seal the completed, signed, and dated, reference questionnaire within the envelope provided;

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	**Item Ref.**	**Section B— General Qualifications & Experience Items**
		(iv) sign his or her name in ink across the sealed portion of the envelope; and (v) return the sealed envelope containing the completed reference questionnaire directly to the Respondent (the Respondent may wish to give each reference a deadline, such that the Respondent will be able to collect all required references in time to include them within the sealed Technical Response). (d) Do NOT open the sealed references upon receipt. (e) Enclose all sealed reference envelopes within a larger, labeled envelope for inclusion in the Technical Response as required. NOTES: ▪ The State will not accept late references or references submitted by any means other than that which is described above, and each reference questionnaire submitted must be completed as required. ▪ The State will not review more than the number of required references indicated above. ▪ While the State will base its reference check on the contents of the sealed reference envelopes included in the Technical Response package, the State reserves the right to confirm and clarify information detailed in the completed reference questionnaires, and may consider clarification responses in the evaluation of references. ▪ The State is under no obligation to clarify any reference information.
	B.18.	Provide a statement and any relevant details addressing whether the Respondent is any of the following: (a) is presently debarred, suspended, proposed for debarment, or voluntarily excluded from covered transactions by any federal or state department or agency; (b) has within the past three (3) years, been convicted of, or had a civil judgment rendered against the contracting party from commission of fraud, or a criminal offence 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) is presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed above; and has within a three (3) year period preceding the contract had one or more public transactions (federal, state, or local) terminated for cause or default.
SCORE *(for all Section B—Qualifications & Experience Items above)*: *(maximum possible score = 15)*		
State Use – Evaluator Identification:		

TECHNICAL RESPONSE & EVALUATION GUIDE

SECTION C: TECHNICAL QUALIFICATIONS, EXPERIENCE & APPROACH. The Respondent must address all items (below) and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Respondent must also detail the response page number for each item in the appropriate space below.

A Proposal Evaluation Team, made up of three or more State employees, will independently evaluate and score the response to each item. Each evaluator will use the following whole number, raw point scale for scoring each item:

0 = little value ***1 = poor*** ***2 = fair*** ***3 = satisfactory*** ***4 = good*** ***5 = excellent***

The Solicitation Coordinator will multiply the Item Score by the associated Evaluation Factor (indicating the relative emphasis of the item in the overall evaluation). The resulting product will be the item's Raw Weighted Score for purposes of calculating the section score as indicated.

RESPONDENT LEGAL ENTITY NAME:	**Specific questions you want to ask the companies based on the scope**				
Response Page # (Respondent completes)	**Item Ref.**	**Section C— Technical Qualifications, Experience & Approach Items**	**Item Score**	**Evaluation Factor**	**Raw Weighted Score**
	C.1.	Provide a narrative that illustrates and confirms the Respondent's understanding of the State's requirements and project schedule.		**1**	
	C.2.	Provide a narrative that illustrates how the Respondent will complete the scope of services, accomplish required objectives, and meet the State's project schedule.		**1**	
	C.3.	Provide a narrative that illustrates and confirms how the Respondent will manage the project, ensure completion of the scope of services, and accomplish required objectives within the State's project schedule.		**1**	
	C.4.	Please describe the Respondent's experience in State Management Regulations as outlined in Section A.1.4. of the *Pro Forma* Contract		**5**	
	C.5.	Please explain the process your company proposes for creating the Security Manual and Resource Tool Book in coordination with the State		**5**	
	C.6.	Please describe your proposed contract transition plan for the following: 1) Phase-In 2) Phase-Out		**5**	
	C.7.	Describe your Company's current policies and procedures for Qualification of Personnel and how those will adhere to the requirements set forth in Section A.5 of the *Pro Forma* Contract		**5**	
	C.8.	Please provide a narrative of your current policies and procedures on determinations (favorable and non-favorable) and how those will adhere to the requirements set forth in Section A.5.3.4, et al. of the *Pro Forma* Contract		**5**	
	C.10.	Please provide a narrative of your current policies and procedures on Documentation, including retention policies, organization, internal audit, etc.		**5**	
	C.11.	Please outline and describe your steps for adhering to section A.10. of the *Pro Forma* Contract, Conduct of Contractor Personnel		**5**	

RESPONDENT LEGAL ENTITY NAME:		Specific questions you want to ask the companies based on the scope			
Response Page # (Respondent completes)	**Item Ref.**	**Section C— Technical Qualifications, Experience & Approach Items**	**Item Score**	**Evaluation Factor**	**Raw Weighted Score**
	C.12.	Please provide brief resumes of the following Positions outlined in A.11. of the *Pro Forma* Contract, Key Personnel 1) Contract Manager 2) Supervisor(s) 3) Training Instructor(s)		**5**	
	C.13.	Please outline and describe your steps current policies and procedures on Quality Control, Quality Assurance, and Performance Evaluations as described in Section A.15. of the *Pro Forma* Contract.		**5**	
The Solicitation Coordinator will use this sum and the formula below to calculate the section score. All calculations will use and result in numbers rounded to two (2) places to the right of the decimal point.			**Total Raw Weighted Score:** *(sum of Raw Weighted Scores above)*		
Total Raw Weighted Score / **Maximum Possible Raw Weighted Score** *(i.e., 5 x the sum of item weights above)*			**X 55** *(maximum possible score)*	**= SCORE:**	
State Use – Evaluator Identification:					
State Use – Solicitation Coordinator Signature, Printed Name & Date:					

COST PROPOSAL & SCORING GUIDE

NOTICE: THIS COST PROPOSAL MUST BE COMPLETED EXACTLY AS REQUIRED

COST PROPOSAL SCHEDULE— The Cost Proposal, detailed below, shall indicate the proposed price for goods or services defined in the Scope of Services of the RFP Attachment 6.6., *Pro Forma* Contract and for the entire contract period. The Cost Proposal shall remain valid for at least one hundred twenty (120) days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any contract resulting from this RFP. All monetary amounts shall be in U.S. currency and limited to two (2) places to the right of the decimal point.

NOTICE: The Evaluation Factor associated with each cost item is for evaluation purposes only. The evaluation factors do NOT and should NOT be construed as any type of volume guarantee or minimum purchase quantity. The evaluation factors shall NOT create rights, interests, or claims of entitlement in the Respondent.

Notwithstanding the cost items herein, pursuant to the second paragraph of the *Pro Forma* Contract section C.1. (refer to RFP Attachment 6.6.), "The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract."

This Cost Proposal must be signed, in the space below, by an individual empowered to bind the Respondent to the provisions of this RFP and any contract awarded pursuant to it. If said individual is not the *President* or *Chief Executive Officer*, this document must attach evidence showing the individual's authority to legally bind the Respondent.

RESPONDENT SIGNATURE:	
PRINTED NAME & TITLE:	
DATE:	

RESPONDENT LEGAL ENTITY NAME:			
Cost Item Description	**Proposed Cost**	**State Use Only**	
		Evaluation Factor	**Evaluation Cost** (cost x factor)
Facility Protection Officer	**$ / hr**	72,800	
Emergency Security Services	**$ / hr**	2,080	
Supervisor	**$ / hr**	12,480	
Contract Manager	**$ / hr**	8,000	
EVALUATION COST AMOUNT (sum of evaluation costs above)**:** The Solicitation Coordinator will use this sum and the formula below to calculate the Cost Proposal Score. Numbers rounded to two (2) places to the right of the decimal point will be standard for calculations.			
lowest evaluation cost amount from all proposals / **evaluation cost amount being evaluated** **x 30** **(maximum section score)** **= SCORE:**			
State Use – Solicitation Coordinator Signature, Printed Name & Date:			

RFP ATTACHMENT 6.4.

REFERENCE QUESTIONNAIRE

The standard reference questionnaire provided on the following pages of this attachment MUST be completed by all individuals offering a reference for the Respondent.

The Respondent will be solely responsible for obtaining completed reference questionnaires as required (refer to RFP Attachment 6.2., Technical Response & Evaluation Guide, Section B, Item B.17.), and for enclosing the sealed reference envelopes within the Respondent's Technical Response.

RFP # 32101-14104 REFERENCE QUESTIONNAIRE

REFERENCE SUBJECT: RESPONDENT NAME (completed by Respondent before reference is requested)

The "reference subject" specified above, intends to submit a response to the State of Tennessee in response to the Request for Proposals (RFP) indicated. As a part of such response, the reference subject must include a number of completed and sealed reference questionnaires (using this form).

Each individual responding to this reference questionnaire is asked to follow these instructions:

- complete this questionnaire (either using the form provided or an exact duplicate of this document);
- sign and date the completed questionnaire;
- seal the completed, signed, and dated questionnaire in a new standard #10 envelope;
- sign in ink across the sealed portion of the envelope; and
- return the sealed envelope containing the completed questionnaire directly to the reference subject.

(1) What is the name of the individual, company, organization, or entity responding to this reference questionnaire?

(2) Please provide the following information about the individual completing this reference questionnaire on behalf of the above-named individual, company, organization, or entity.

NAME:	
TITLE:	
TELEPHONE #	
E-MAIL ADDRESS:	

(3) What goods or services does/did the reference subject provide to your company or organization?

(4) What is the level of your overall satisfaction with the reference subject as a vendor of the goods or services described above?

Please respond by circling the appropriate number on the scale below.

	1	2	3	4	5	
least satisfied						**most satisfied**

If you circled 3 or less above, what could the reference subject have done to improve that rating?

(5) If the goods or services that the reference subject provided to your company or organization are completed, were the goods or services provided in compliance with the terms of the contract, on time, and within budget? If not, please explain.

(6) If the reference subject is still providing goods or services to your company or organization, are these goods or services being provided in compliance with the terms of the contract, on time, and within budget? If not, please explain.

(7) How satisfied are you with the reference subject's ability to perform based on your expectations and according to the contractual arrangements?

(8) In what areas of goods or service delivery does/did the reference subject excel?

(9) In what areas of goods or service delivery does/did the reference subject fall short?

(10) What is the level of your satisfaction with the reference subject's project management structures, processes, and personnel?

Please respond by circling the appropriate number on the scale below.

	1	2	3	4	5	
least satisfied						**most satisfied**

What, if any, comments do you have regarding the score selected above?

(11) Considering the staff assigned by the reference subject to deliver the goods or services described in response to question 3 above, how satisfied are you with the technical abilities, professionalism, and interpersonal skills of the individuals assigned?

Please respond by circling the appropriate number on the scale below.

	1	2	3	4	5	
least satisfied						**most satisfied**

What, if any, comments do you have regarding the score selected above?

(12) Would you contract again with the reference subject for the same or similar goods or services?

Please respond by circling the appropriate number on the scale below.

	1	2	3	4	5	
least satisfied						**most satisfied**

What, if any, comments do you have regarding the score selected above?

REFERENCE SIGNATURE:
(by the individual completing this request for reference information)

_____
(must be the same as the signature across the envelope seal)

DATE:

_____

SCORE SUMMARY MATRIX

	RESPONDENT NAME		*RESPONDENT NAME*		*RESPONDENT NAME*	
GENERAL QUALIFICATIONS & EXPERIENCE **(maximum: 15)**						
EVALUATOR NAME						
EVALUATOR NAME						
REPEAT AS NECESSARY						
	AVERAGE:		**AVERAGE:**		**AVERAGE:**	
TECHNICAL QUALIFICATIONS, EXPERIENCE & APPROACH **(maximum: 55)**						
EVALUATOR NAME						
EVALUATOR NAME						
REPEAT AS NECESSARY						
	AVERAGE:		**AVERAGE:**		**AVERAGE:**	
COST PROPOSAL **(maximum: 30)**	**SCORE:**		**SCORE:**		**SCORE:**	
TOTAL RESPONSE EVALUATION SCORE: **(maximum: 100)**						
Solicitation Coordinator Signature, Printed Name & Date:						

RFP # 32101-14104 *PRO FORMA* CONTRACT

The *Pro Forma* Contract detailed in following pages of this exhibit contains some "blanks" (signified by descriptions in capital letters) that will be completed with appropriate information in the final contract resulting from the RFP.

CONTRACT
BETWEEN THE STATE OF TENNESSEE,
STATE AGENCY NAME
AND
CONTRACTOR NAME

This Contract, by and between the State of Tennessee, State Agency Name ("State") and Contractor Legal Entity Name ("Contractor"), is for the provision of Scope of Goods or Services Caption, 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. SCOPE:

A.1. The Contractor shall provide all goods or services and deliverables as required, described, and detailed below and shall meet all service and delivery timelines as specified by this Contract.

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 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 contract modifications.

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/or 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
AHA	American Heart Association
ARC	American Red Cross
CFR	Tennessee Code Annotated
CM	Contract Manager
CO	Contracting Officer
COOP	Continuity of Operations
COTR	Contracting Officer's Technical Representative
CPR	Cardiopulmonary Resuscitation
DHS	Tennessee Department of Safety and Homeland Security
THP	Tennessee Highway Patrol
EOD	Entry on Duty
ESS	Emergency Security Services
SFAR	State Acquisition Regulation
SMR	State Management Regulation
FOUO	For Official Use Only
GED	General Equivalency Diploma
LES	Law Enforcement Sensitive
OPM	General Services
TOSHA	Tennessee Occupational Safety and Health Administration
ANIOSH	National Institute for Occupational Safety and Health
PIV	Personal Identity Verification
FPO	Facility Protection Officer
PTS	Post Tracking System
SAMHSA	Substance Abuse and Mental Health Services Administration
SBU	Sensitive But Unclassified
SMART	Security Manual And Resource Tool Book
Contract	Statement of Work
SSBI	Single Scope Background Investigation
SUPV	Supervisor
TCA	Tennessee Code Annotated
GSRR	General Services Rules and Regulations
PSO	Protective Service Officer

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 use regulations and procedures outlined within this contract.

1.4.2 Contracting Officer (CO) shalll notify Contractor of new or revised regulations, directives, and/or requirements, when applicable, via contract modifications.

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 (FOUO), Sensitive But Unclassified (SBU), and/or Law Enforcement Sensitive (LES), information.

Contractor shall safeguard this type of information appropriately and shall not disclose to individuals outside of FPO community.

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 Contractor 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 suitability 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, suitability, and security records to incoming-Contractor, at least 60 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.

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, annually to discuss and resolve relevant contract issues.

2.3.4 Contractor shall prepare written minutes for all meetings, to include signature blocks for Contractor and CO 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 Contract may request, at any time, but is not guaranteed access to, review any current Security State contracts.
At a minimum, the Transition Plan shall address:

3.2.1.1 Staffing

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

3.2.1.2 Communications

- Methods
- Protocols
- Equipment

3.2.1.3 Inventory & Equipment

- Maintenance
- Accountability
- Weapons
- Ammunition

3.2.1.4 Detailed Calendar

- Daily and weekly transition events throughout transition period

- Procurement timeline for equipment and uniforms

3.2.1.5 Status & Progress Reports

- Applications
- Staffing
- Permits, Licenses, and Registrations
- Personnel clearances
- Transition events
- 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:

- Strategy for meeting training requirements, to include any assumptions made by
- Contractor for timely scheduling of State-provided training
- Proposed Training and Qualifications Schedules
- Weapons transition training (if applicable)
- Locations (updated when applicable)
- Coordination with the State
- Class staffing levels
- Sources of Third Party training
- 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:

- Type, level, and frequency of Contractor's Quality Control actions
- Inspection checklists
- Reward and incentive programs
- Discipline procedures as proposed by Contractor
- Deficiencies reported to COTR
- 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:

- Identifying and tracking emergencies and pandemics
- Tracking impact of emergencies and pandemics on workforce
- Compliance with applicable TOSHA regulations
- Realignment and augmentation of resources to ensure meeting of Contractual
- Requirements to Include:

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

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 standing post and provide any revised licenses or permits during Contract term.

4.1.4 Contractor shall obtain required licenses and permits prior to FPOs standing post; not completing these actions could result in adverse actions, to include Termination for Default or default 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 Default or default as applicable. The State shall consider FPOs standing post without valid licenses and permits as an "open" post.

4.1.6 CO, COTR, and 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, shalll 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 pay 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 State, 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 or photocopy of Commerce and Insurance Armed Security Guard license 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 firearm license/permit in their possession or cannot produce one, when requested, shall be removed from post immediately. Contractor shalll be notified immediately and a request for remedy shalll be initiated. FPO may return to post once valid firearm 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.

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 security experience within past five years

5.1.2.4.2 Three years of military or National Guard (active duty or reserve)

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 PSOs 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 C ontract meet medical and physical requirements in accordance with the Peace Officer Standards and Training Commission, Attachment G

5.2.2 *Reserved*

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 and during recurring medical examination, every three (3) years.

5.2.4.2 Drug screenings shall conform to current State guidelines . Contractor shall use a lab that has an accreditation scope that includes Toxicology (drug testing) and/or Workplace drug testing. Drug screening of Contractor and its employees shall occur at a lab with at least one of the following accreditations:

ASCLD/LAB *International*
ISO/IEC 17025
American Board of Forensic Toxicology (ABFT)
College of American Pathologists (CAP)
Substance Abuse and Mental Health Services Administration (SAMHSA) Certified

5.2.4.3 Contractor shall not permit an applicant/employee to take multiple tests in order to receive an acceptable reading.

5.2.4.4 Contractor shall perform random drug screenings of 10% of all FPOs assigned to this Contract over a twelve (12)-month period.

5.2.4.5 Contractor shall immediately remove Contract employee(s) from Contract and immediately inform COTR and CO of results when a verified positive reading is received.

5.2.4.6 Contractor shall provide quarterly reports detailing frequency and results of random drug screenings to COTR on 10th day of January, April, July, and October.

5.2.4.7 The State shall permanently disqualify any Contract employee who undergoes either a random or State-requested urine drug screening and receives a verified positive (meets or exceeds cutoff levels) for any substance(s) from working under this or any other the State security force services contract.

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.

5.2.5.5 Contractor shall bear all expenses relating to test for employee(s) when a verified positive reading is received.

5.3 Suitability

5.3.1 Suitability Requirements

5.3.1.1 Personnel performing directly or indirectly on this Contract shall have a requirement to obtain a suitability determination conducted by the State. The suitability determination must be attached to their personnel file which is submitted to COTR.

5.3.1.2 Contractor is responsible for ensuring FPOs, Key Personnel, and any other company officers that visit work sites, receive formal suitability adjudication by the State.

5.3.1.3 Contractor shall have FPOs and Key Personnel provide required information and documents to COTR within 10 calendar days after contract award and shall have all other personnel provide the required documentation as soon as practical.

5.3.1.4 Contractor personnel shall not be able to perform under this Contract until receiving a favorable suitability determination.

5.3.1.5 Contractor should plan paperwork submissions accordingly; standard processing time is generally thirty (30) calendar days.

5.3.1.6 Contractor shall be responsible for renewing employees' suitability clearance prior to expiration.

5.3.1.7 Contractor must remove Contract employee(s) upon expiration of suitability clearance, until such time an updated favorable suitability determination can be made by the State.

5.3.1.8 Contractor shall submit suitability packages forty-five (45) to sixty (60) days prior to current suitability expiration date.

5.3.1.9 Contractor shall ensure forms submitted to the State are complete, legible, and accurate. The State shalll return illegible or incomplete forms submitted, which may result in delays of adjudication process.

5.3.1.10 The State shall not be responsible for any delays which occur due to Contractor's inability to submit complete, accurate, and legible forms.

5.3.1.11 Contractor shall use local, state, or State law enforcement sources to obtain readable fingerprints on appropriate fingerprint cards. The Contractor shall use approved third party locations which use electronic fingerprint scanning machines that will send to the Tennessee Bureau of Investigation. The TBI will perform applicable criminal check and send results to the COTR. COTR has the right to perform a criminal history check at any time.

5.3.1.12 CO shall have express authority to prohibit any employee from performing under Contract until employee comes into full compliance with suitability criteria.

5.3.1.13 Contractor shall be responsible for all costs associated with obtaining and renewing suitability clearances for employee associated with this Contract.

5.3.2 Suitability 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 and otherwise meets Contractor's hiring criteria), Contractor shall submit the State furnished forms for each Contract employee to COTR for a final Suitability Determination.

5.3.2.2 Any investigation conducted by or for another State agency on an individual that is of same or higher type and scope as one required for position is sufficient to meet investigation requirements if investigation occurred within past five (5) years.

5.3.2.3 Any investigation conducted by or for another State agency on an individual whose scope is less than that required for position and meets investigation requirements of position is eligible for upgrade if investigation occurred within past five (5) years.

5.3.2.4 Contract employees cleared through this process while employed under a predecessor contract, suitability determination made under previous contract shall carry over to new contract.

5.3.2.5 The State may not be able to complete a satisfactory background investigation on individuals not residing in the United States for three (3) of the past five (5) years. In such cases, the State retains right to deem individual(s) as ineligible due to insufficient background information.

5.3.2.6 The State shall have and exercise full and complete control over granting, denying, withholding, or terminating suitability decisions for employees.

5.3.2.7 The State may, as deems appropriate, authorize and grant a temporary suitability decision to Contract employees.

5.3.2.8 Issuance of a temporary decision to any Contract employee shall not be an assurance that the State will grant full suitability.

5.3.2.9 Granting of either temporary or full suitability shall in no way prevent, preclude, or bar later withdrawal or termination of any such suitability by the State.

5.3.2.10 Contractor shall incur all costs at no cost to the State for background investigation unless performed by the COTR.

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.

5.3.3.2 The State may, as deems appropriate, authorize and make favorable entry on duty (EOD) decision based on preliminary security checks. Favorable EOD decision would allow Contract employees to commence work temporarily prior to completion of the full investigation.

5.3.3.3 Contractor shall not consider a granting of a favorable EOD decision as assurance that full employment suitability authorization will follow as a result thereof.

5.3.3.4 Granting of a favorable EOD decision or a full employment suitability determination shall in no way prevent, preclude, or bar the withdrawal or termination of any such access by the State, at any time during Contract term.

5.3.3.5 Contractor shall not allow any Contract employee unescorted access to a State facility without a favorable EOD decision or suitability determination by the State.

5.3.3.6 Contract employees not needing access to sensitive information or recurring access to State facilities shall not be subject to security suitability screening.

5.3.3.7 Contract employees awaiting an EOD decision shall not begin on-site training until a favorable determination is made.

5.3.4 Unfavorable Determination

5.3.4.1 The State shall immediately advise Contractor that an employee cannot work under Contract if found to be unsuitable. Contractor shall in turn immediately remove employee from Contract.

5.3.4.2 Contract employee or Contractor may appeal suitability determination through CO. In such cases where Contractor proceeds with hiring process, Contractor assumes risk until the State issues a final suitability determination.

5.3.4.3 Contract employee who receives adverse determination notice shall not work under this or any the State security force service contract; also applies to Contract employees whose adverse adjudication is pending appeal.

5.3.4.4 Disqualifying information includes but is not limited to:

- Conviction of a felony, a crime of violence, or a serious misdemeanor
- Possessing a record of arrests for continuing offenses
- Falsification of information entered on suitability background investigation forms

5.3.5 Favorable Determination

5.3.5.1 Contract employee is suitable to work security force service contracts for five years upon favorable determination; if nothing occurs within five-year period that would render employee unsuitable for continuing performance under contract.

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 the State contract. 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 G – Training Guide.

6.1.2 Contractor may proceed with Contractor-provided training at its own risk while awaiting results of suitability adjudication process.

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 G.

6.1.5 Contractor shall provide each FPO a legible, securely bound copy of the 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 (if applicable).

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 State designated personnel, using the State approved spreadsheet.

7.2.2 Contractor shall submit FPO certifications via e-mail to COTR, no later than seventh day of each month, or as directed by COTR.

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, upon receipt of official contract closeout modification.

7.3.1.4 Contractor shall organize FPO personnel files in the following order:

1) Photograph (current)
2) Security Information Clearance
3) Driver's License/State Identification
4) Proof of Education (High School Diploma or GED)
5) Suitability Decision Letters (including date current suitability expires)
6) Medical Certification
7) Mandatory Pre-Employment Drug Screening
8) Post-Employment Drug Screenings (if applicable)
9) CPR Certification
10) AED Certification
11) First Aid Certification
12) Contractor-Provided Initial Weapons Training and Qualification
13) State Weapons Permit and Renewal (if applicable)
14) State Security Officers Certification and Renewal
15) Local Permits and Renewals
16) Contractor-Provided Baton Certification (if applicable)
17) Contractor-Provided OC Spray Certification (if applicable)
18) Contactor-Provided Basic Training
19) Contractor-Provided Refresher Training
20) State-Provided Orientation Training
21) State-Provided Screener Training
22) Firearms Qualifications
23) Copies of Complaints, Investigations, and Disciplinary Actions for all Infractions
    i. Committed Under Contract (if applicable)
24) Copies of Commendations, Awards, and Letters for Any Work Performed

7.3.2 Audit of Personnel Files

7.3.2.1 CO, COTR, or the State Representative 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 Waivers and Deferments

8.1 General Information

8.1.1 CO, in agreement with COTR, may temporarily defer proposed timelines for required training, testing, or equipment cited in this contract, when circumstances, such as emergencies or significant, unanticipated increases in required services occur.

8.1.2 FPOs shall not work under a temporary deferment without written consent from CO and deferment request shall not exceed 120 calendar days.

8.1.3 Contractor shall request such deferments in writing to CO and cite specific reasons for temporary deferment.

8.1.4 Contractor shall provide a detailed plan of action, including timelines, to achieve full compliance with Contract requirements in writing to CO.

8.1.5 If CO grants a temporary deferment, Contractor shall abide by proposed timeline. Upon expiration of temporary deferment and if training/testing requirements have not been met, FPOs will be removed from working on Contract.

8.1.6 The State may be entitled to consideration, monetary or otherwise for granted deferments.

8.2 Medical Standards

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

8.3 Testing Procedures

8.3.1 The State shall not grant waivers to testing procedures.

8.4 Adjudication and Clearance Requirements

8.4.1 The State shall not grant waivers or deferments to adjudication and clearance requirements.

8.5 Permanent Waivers

8.5.1 The State shall not issue permanent waivers to any requirements.

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:

- Contract (including any associated task orders)
- Post Orders
- Post Desk Book (including the State Operating Orders, Standard Operating Procedures, and Facility Occupant Emergency Plan)
- Manual

9.2 Post Orders

9.2.1 FPOs shall perform tasks in accordance with duties outlined in Post Orders. Post Orders will be developed by the Contractor using the Template provided in Contract Attachment D.

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 only authorized State agent that can increase or decrease amount of equipment and/or supplies required, or otherwise change Contract's cost or price.

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 Officer's Duty 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 rules and regulations, 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 Post Orders.

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 one 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 ladling, 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 Management Regulations and the facility's posted rules and regulations. FPOs shall also identify, report, delay, or detain those persons who violate the rules and regulations as appropriate and in accordance with the Post Orders.

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 Post Orders, 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 shallremain 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

19.15.1 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 State before responding, if situation allows. If FPO is unable to report to the State immediately, FPO shall report incident when situation allows. COTR shall be briefed after incident has terminated.

9.17.2 FPOs shall prepare and maintain required reports in accordance with Post Orders.

9.17.3 Contractor shall retrieve, *Offense and Incident Report*, and Prohibited Items reports from each post 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 subpoena 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, without weapons/firearms, unless instructed otherwise by COTR,

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 Occupant Emergency Plan.

9.19.2 Contractor shall immediately notify the Designated State Official 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) 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, as reflected in Post Orders. 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, as reflected in Post Orders.

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, as reflected in Post Orders.

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 shalll 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 E

10.1.2 The State reserves 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, performance, or suitability 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, social security number, and descriptive narrative regarding adverse information.

10.2.1.3 If an employee has a disqualifying event under Local State and Federal Domestic Violence Laws requirement, 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 shalll 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 an employee who has met the suitability requirements.

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 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 two hours.

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 provided 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.

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 and/or applicable Collective Bargaining Agreements.

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 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, lodging, mileage, and vehicles) 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 CLIN(s) 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.

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 for 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 10th day of January, April, July, and October. Inventory shall include all State furnished equipment, uniforms, 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.

14.3 Vehicles

14.3.1 Contractor shall obtain applicable permits, titles, inspections, and registrations in accordance with applicable State, state and local laws prior to any use of the operation of vehicles.

16.3.2 All costs for operation and maintenance of vehicle(s), including license and insurance fees, shall be borne by Contractor.

16.3.3 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.

14.4 Firearms, Ammunition, and Less-Than-Lethal Weapons

14.4.1 Contractor shall obtain applicable permits, licenses, and registrations in accordance with State, 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.

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, and 357 Sig, Semi-Automatic Handgun. The Contract must receive prior written approval 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 too 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.

14.5 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 F. 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 FPOs shall comply with standards for wear and care of uniform items in accordance with the Manual.

14.6.3 FPOs shall wear PIV card on outermost uniform garment or as otherwise directed by COTR.

14.6.4 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.

14.6.4.1 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.

14.6.4.2 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.

14.6.4.3 Contractorshall grant reasonable accommodations to grooming standards such as haircut and shaving standards.

14.6.4.4 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 10th 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 and Contract employees are following terms of contract. These methods may include, but are not limited to, the following;

- Audits of records
- Audits of security and administrative procedures
- Uniformed or undercover surveillance by the State staff
- Intrusion tests by undercover the State staff to evaluate security force's actions
- 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 the 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 contractual remedies where Contractor does not render services in accordance with provisions of this contact.

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

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

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

A.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-deliverthe goods or provide the services at no additional cost to the State. If after a period of thirty (30) days following delivery of goods or performance of services the State does not provide a notice of any Defects, the goods or services shall be deemed to have been accepted by the State.

B. TERM OF CONTRACT:

This Contract shall be effective on (Insert Date) ("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.

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

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed Written Dollar Amount ($Number) ("Maximum Liability"). This Contract does not grant the Contractor any exclusive rights. The State does not guarantee that it will buy any minimum quantity of goods or services under this Contract. Subject to the terms and conditions of this Contract, the Contractor will only be paid for goods or services provided under this Contract after a purchase order is issued to Contractor by the State or as otherwise specified by this Contract.

C.2. Compensation Firm. The payment methodology in Section C.3. of this Contract shall constitute the entire compensation due the Contractor for all goods or services provided under this Contract regardless of the difficulty, materials or equipment required. The payment methodology includes all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Contractor.

C.3. Payment Methodology. The Contractor shall be compensated based on the payment methodology for goods or services authorized by the State in a total amount as set forth in Section C.1.

a. The Contractor's compensation shall be contingent upon the satisfactory provision of goods or services as set forth in Section A.

b. The Contractor shall be compensated based upon the following payment methodology:

Services Description	**Amount** (per compensable increment)
Facility Protection Officer / hour*^	$ Number
Emergency Security Services / hour^	$ Number each
Supervisor / hour*^	$ Number per Hour /Day /etc.
Contract Manager / hour^	$Number per hour/Day
Training Instructor	No cost

*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.

^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.

C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel time, travel expenses, meals, or lodging.

C.5. Invoice Requirements. The Contractor shall invoice the State only for goods delivered and accepted by the State or services satisfactorily provided at the amounts stipulated in Section C.3., above. Contractor shall submit invoices and necessary supporting documentation, no more frequently than once a month, and no later than thirty (30) days after goods or services have been provided to the following address:

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):

(1) Invoice number (assigned by the Contractor);
(2) Invoice date;
(3) Contract number (assigned by the State);
(4) Customer account name: State Agency & Division Name;
(5) Customer account number (assigned by the Contractor to the above-referenced Customer);
(6) Contractor name;

(7) Contractor Tennessee Edison registration ID number;
(8) Contractor contact for invoice questions (name, phone, or email);
(9) Contractor remittance address;
(10) Description of delivered goods or services provided and invoiced, including identifying information as applicable;
(11) Number of delivered or completed units, increments, hours, or days as applicable, of each good or service invoiced;
(12) Applicable payment methodology (as stipulated in Section C.3.) of each good or service invoiced;
(13) Amount due for each compensable unit of good or service; and
(14) Total amount due for the invoice period.

b. Contractor's invoices shall:

(1) Only include charges for goods delivered or services provided as described in Section A and in accordance with payment terms and conditions set forth in Section C;
(2) Only be submitted for goods delivered or services completed and shall not include any charge for future goods to be delivered or services to be performed;
(3) Not include Contractor's taxes, which includes without limitation Contractor's sales and use tax, excise taxes, franchise taxes, real or personal property taxes, or income taxes; and
(4) Include shipping or delivery charges only as authorized in this Contract.

c. The timeframe for payment (or any discounts) begins only when the State is in receipt of an invoice that meets the minimum requirements of this Section C.5.

C.6. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any payment, invoice, or other matter. A payment by the State shall not be construed as acceptance of goods delivered, any part of the services provided, or as approval of any amount invoiced.

C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment that is determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, to not constitute proper compensation for goods delivered or services provided.

C.8. Deductions. The State reserves the right to deduct from amounts, which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee, any amounts that are or shall become due and payable to the State of Tennessee by the Contractor.

C.9. Prerequisite Documentation. The Contractor shall not invoice the State under this Contract until the State has received the following, properly completed documentation. At the State's option, it may make payments to Contractor by automated clearing house ("ACH") or the State Purchasing Card ("P-Card").

a. The Contractor shall complete, sign, and present to the State:

(1) An "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

(2) An "Authorization to Receive Payments by Purchasing Card Form" provided by the State. By doing so, the Contractor agrees that payments to the Contractor under this Contract may be made using the State P-Card.

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.

D.4. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State or federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Contract upon written notice to the Contractor. The State's exercise of its right to terminate this Contract shall not constitute a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. If the State terminates this Contract due to lack of funds availability, the Contractor shall be entitled to compensation for all conforming goods requested and accepted by the State and for all satisfactory and authorized services completed as of the termination date. Should the State exercise its right to terminate this Contract due to unavailability of funds, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages of any description or amount.

D.5. Termination for Convenience. The State may terminate this Contract for convenience without cause and for any reason. The State shall give the Contractor at least thirty (30) days written notice before the termination date. The Contractor shall be entitled to compensation for all conforming goods delivered and accepted by the State or for satisfactory, authorized services completed as of the termination date. In no event shall the State be liable to the Contractor for compensation for any goods neither requested nor accepted by the State or for any services neither requested by the State nor satisfactorily performed by the Contractor. In no event shall the State's exercise of its right to terminate this Contract for convenience relieve the Contractor of any liability to the State for any damages or claims arising under this Contract.

D.6. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor materially violates any terms of this Contract ("Breach Condition"),the State shall have the right to immediately terminate the Contract and withhold payments in excess of compensation for completed services or provided goods. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any Breach Condition and the State may seek other remedies allowed at law or in equity for breach of this Contract.

D.7. Assignment and Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the goods or services provided under this Contract without the prior written approval of the State. Notwithstanding any use of the approved subcontractors, the Contractor shall be the prime contractor and responsible for compliance with all terms and conditions of this Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving an assignment of this Contract in whole or in part or the use of subcontractors in fulfilling the Contractor's obligations under this Contract.

D.8. Conflicts of Interest. The Contractor warrants that no part of the Contractor's compensation shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed under this Contract.

The Contractor acknowledges, understands, and agrees that this Contract shall be null and void if the Contractor is, or within the past six (6) months has been, an employee of the State of Tennessee or if the Contractor is an entity in which a controlling interest is held by an individual who is, or within the past six (6) months has been, an employee of the State of Tennessee.

D.9. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, creed, color, religion, sex, national origin, or any other classification protected by federal or state law. The Contractor shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

D.10. Prohibition of Illegal Immigrants. The requirements of Tenn. Code Ann. § 12-3-309 addressing the use of illegal immigrants in the performance of any contract to supply goods or services to the state of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.

a. The Contractor agrees that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document at Attachment 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.11. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, for work performed or money received under this Contract, shall be maintained for a period of five (5) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.

D.12. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.

D.13. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.

D.14. Strict Performance. Failure by any Party to this Contract to require, in any one or more cases, the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the Parties.

D.15. Independent Contractor. The Parties shall not act as employees, partners, joint venturers, or associates of one another. The Parties are independent contracting entities. Nothing in this Contract shall be construed to create an employer/employee relationship or to allow either Party to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one Party are not employees or agents of the other Party.

D.16 Patient Protection and Affordable Care Act. The Contractor agrees that it will be responsible for compliance with the Patient Protection and Affordable Care Act ("PPACA") with respect to itself and its employees, including any obligation to report health insurance coverage, provide health insurance coverage, or pay any financial assessment, tax, or penalty for not providing health insurance. The Contractor shall indemnify the State and hold it harmless for any costs to the State arising from Contractor's failure to fulfill its PPACA responsibilities for itself or its employees.

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

D.18. Limitation of Contractor's Liability. In accordance with Tenn. Code Ann. § 12-3-701, the Contractor's liability for all claims arising under this Contract shall be limited to an amount equal to two (2) times the Maximum Liability amount detailed in Section C.1. and as may be amended, PROVIDED THAT in no event shall this Section limit the liability of the Contractor for intentional torts, criminal acts, fraudulent conduct, or omissions that result in personal injuries or death.

D.19. Hold Harmless. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys for the State to enforce the terms of this Contract.

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

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

a. Contractor warrants to the State that it is familiar with the requirements of the Privacy Rules, and will comply with all applicable requirements in the course of this Contract.

b. Contractor warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of the Contract so that both parties will be in compliance with the Privacy Rules.

c. The State and the Contractor will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and Contractor in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the parties under this Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the parties to receive or deliver the information without entering into a business associate agreement or signing another document.

d. The Contractor will indemnify the State and hold it harmless for any violation by the Contractor or its subcontractors of the Privacy Rules. This includes the costs of responding to a breach of protected health information, the costs of responding to a government enforcement action related to the breach, and any fines, penalties, or damages paid by the State because of the violation.

D.21. Tennessee Consolidated Retirement System. Subject to statutory exceptions contained in Tenn. Code Ann. §§ 8-36-801, *et seq*., the law governing the Tennessee Consolidated Retirement System ("TCRS"), provides that if a retired member of TCRS, or of any superseded system administered by TCRS, or of any local retirement fund established under Tenn. Code Ann. §§ 8-35-101, *et seq.*, accepts State employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of "employee/employer" and not that of an independent contractor, the Contractor, if a retired member of TCRS, may be required to repay to TCRS the amount of retirement benefits the Contractor received from TCRS during the Term.

D.22 Tennessee Department of Revenue Registration. The Contractor shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Contract.

D.23. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;

b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and

d. have not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

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

D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the Party except to the extent that the non-performing Party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either Party from its obligations under this Contract. Except as set forth in this Section, any failure or delay by a Party in the performance of its obligations under this Contract arising from a Force Majeure Event is not a default under this Contract or grounds for termination. The non-performing Party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the Party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Contractor's representatives, suppliers, subcontractors, customers or business apart from this Contract is not a Force Majeure Event under this Contract. Contractor will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Contractor's

performance longer than forty-eight (48) hours, the State may, upon notice to Contractor: (a) cease payment of the fees until Contractor resumes performance of the affected obligations; or (b) immediately terminate this Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Contractor will not increase its charges under this Contract or charge the State any fees other than those provided for in this Contract as the result of a Force Majeure Event.

D.25. State and State Compliance. The Contractor shall comply with all applicable state and federal laws and regulations in the performance of this Contract.

D.26. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Tennessee Claims Commission or the state or federal courts in Tennessee shall be the venue for all claims, disputes, or disagreements arising under this Contract. The Contractor acknowledges and agrees that any rights, claims, or remedies against the State of Tennessee or its employees arising under this Contract shall be subject to and limited to those rights and remedies available under Tenn. Code Ann. §§ 9-8-101 - 407.

D.27. Entire Agreement. This Contract is complete and contains the entire understanding between the Parties relating to its subject matter, including all the terms and conditions of the Parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the Parties, whether written or oral.

D.28. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions of this Contract shall not be affected and shall remain in full force and effect. The terms and conditions of this Contract are severable.

D.29. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

D.30. Incorporation of Additional Documents. Each of the following documents is included as a part of this Contract by reference. In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these items shall govern in order of precedence below:

a. any amendment to this Contract, with the latter in time controlling over any earlier amendments;
b. this Contract with any attachments or exhibits (excluding the items listed at subsections c. through f., below);
c. any clarifications of or addenda to the Contractor's proposal seeking this Contract;
d. the State solicitation, as may be amended, requesting responses in competition for this Contract;
e. any technical specifications provided to proposers during the procurement process to award this Contract; and,
f. the Contractor's response seeking this Contract.

D.31. Insurance. Contractor shall provide the State a certificate of insurance ("COI") evidencing the coverages and amounts specified below. The COI shall be provided ten (10) business days prior to the Effective Date and again upon renewal or replacement of coverages required by this Contract. If insurance expires during the Term, the State must receive a new COI at least thirty (30) calendar days prior to the insurance's expiration date. If the Contractor loses insurance coverage, does not renew coverage, or for any reason becomes uninsured during the Term, the Contractor shall notify the State immediately.

The COI shall be on a form approved by the Tennessee Department of Commerce and Insurance ("TDCI") and signed by an authorized representative of the insurer. The COI shall list each insurer's national association of insurance commissioners (also known as NAIC) number or federal employer identification number and list the State of Tennessee, Risk Manager, 312 Rosa L. Parks Ave., 3rd floor Central Procurement Office, Nashville, TN 37243 in the certificate holder section. At any time, the State may require the Contractor to provide a valid COI detailing

coverage description; insurance company; policy number; exceptions; exclusions; policy effective date; policy expiration date; limits of liability; and the name and address of insured. The Contractor's failure to maintain or submit evidence of insurance coverage is considered a material breach of this Contract.

If the Contractor desires to self-insure, then a COI will not be required to prove coverage. In place of the COI, the Contractor must provide a certificate of self-insurance or a letter on the Contractor's letterhead detailing its coverage, liability policy amounts, and proof of funds to reasonably cover such expenses. Compliance with Tenn. Code Ann. § 50-6-405 and the rules of the TDCI is required for the Contractor to self-insure workers' compensation.
All insurance companies must be: (a) acceptable to the State; (b) authorized by the TDCI to transact business in the State of Tennessee; and (c) rated A- VII or better by A. M. Best. The Contractor shall provide the State evidence that all subcontractors maintain the required insurance or that the subcontractors are included under the Contractor's policy.

The Contractor agrees to name the State as an additional insured on any insurance policies with the exception of workers' compensation (employer liability) and professional liability (errors and omissions) ("Professional Liability") insurance. Also, all policies shall contain an endorsement for a waiver of subrogation in favor of the State.

The deductible and any premiums are the Contractor's sole responsibility. Any deductible over fifty thousand dollars ($50,000) must be approved by the State. 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.
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.

All coverage required shall be on a primary basis and noncontributory with any other insurance coverage or self-insurance carried by the State. The State reserves the right to amend or require additional endorsements, types of coverage, and higher or lower limits of coverage depending on the nature of the work. Purchases or contracts involving any hazardous activity or equipment, tenant, concessionaire and lease agreements, alcohol sales, cyber-liability risks, environmental risks, special motorized equipment, or property may require customized insurance requirements (e.g. umbrella liability insurance) in addition to the general requirements listed below.

The Contractor shall obtain and maintain, at a minimum, the following insurance coverages and policy limits.

a. Commercial General Liability Insurance

1) The Contractor shall maintain commercial general liability insurance, which shall be written on an Insurance Services Office, Inc. (also known as ISO) occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from property damage, premises/operations, independent contractors, contractual liability, completed operations/products, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

2) The Contractor shall maintain bodily injury/property damage with a combined single limit not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate for bodily injury and property damage, including products and completed operations coverage with an aggregate limit of at least two million dollars ($2,000,000).

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 and employer liability insurance in the amounts required by appropriate state statutes; or

ii. 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 employees 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

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

i. The Contractor shall maintain automobile liability insurance which shall cover liability arising out of any automobile (including owned, leased, hired, and non-owned automobiles).

ii. 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.

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. 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.3. State Furnished Property. The Contractor shall be responsible for the correct use, maintenance, and protection of all articles of nonexpendable, tangible personal property furnished by the State for the Contractor's use under this Contract. Upon termination of this Contract, all property furnished by the State shall be returned to the State in the same condition as when received, less reasonable wear and tear. Should the property be destroyed, lost, or stolen, the Contractor shall be responsible to the State for the fair market value of the property at the time of loss.

E.4. 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.5. 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.6. 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.7. 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 and/or procure 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.

IN WITNESS WHEREOF,

CONTRACTOR LEGAL ENTITY NAME:

CONTRACTOR SIGNATURE **DATE**

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

STATE AGENCY NAME:

NAME & TITLE **DATE**

ATTACHMENT A

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

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

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

PEACE OFFICER STANDARDS AND TRAINING COMMISSION

CONFIRMATION OF PSYCHOLOGICAL EVALUATION

Refer to:

Attachment B – PsychologicalEvaluation.pdf

TENNESSEE
PEACE OFFICER STANDARDS AND TRAINING COMMISSION

CONFIRMATION OF PSYCHOLOGICAL EVALUATION

APPLICANT:_____AGENCY:_____

TO THE HEAD OF LAW ENFORCEMENT AGENCY

This form should be presented to the psychologist/psychiatrist providing psychological evaluation for the purpose of police officer certification. Upon completion of psychological evaluation, the examining professional should check the appropriate confirmation statement and sign this form in the space provided. This form should then be forwarded to the law enforcement agency. This form should then be attached to the Application for Certification – Police Officer, and should be forwarded to the POST Commission. A copy of this report and the confidential results of the evaluation should be kept in the agency's file. DO NOT SEND CONFIDENTIAL EVALUATION TO THE POST COMMISSION.

TO THE EXAMINING PSYCHOLOGIST/PSYCHIATRIST

Pursuant to Tennessee Code Annotated, Section 38-8-106 and/or Section 8-8-102, applicants for police certification must have been certified by a Tennessee licensed health care provider qualified in the psychiatric or psychological field as being free from any impairment, as set forth in the current edition of the Diagnostic and Statistical Manual of Mental Disorders (DSM) of the American Psychiatric Association at the time of the examination, that would, in the professional judgment of the examiner, affect the applicant's ability to perform an essential function of the job, with or without a reasonable accommodation. Upon completion of evaluation, please sign the appropriate statement and return this document to the law enforcement agency.

CONFIRMATION STATEMENT BY THE EXAMINING PROFESSIONAL

I have evaluated tests administered to the referenced individual and find that this officer is:

☐ QUALIFIED ☐ NOT QUALIFIED

to be certified under the provisions of Tennessee Code Annotated, Section 38-8-106 and/or Section 8-8-102. The results of my evaluation are being forwarded to the employing agency.

Any person who, with the intent to deceive, makes any false statement on this document commits the offense of perjury pursuant to T.C.A. § 39-16-702.

_____
(Signature of Psychologist/Psychiatrist)

_____ _____
(License Number) (State of License)

_____
(Name of Psychologist/Psychiatrist – Please Print)

_____ _____ _____
(Street Address) (ZIP) (Telephone)

_____ _____
(Date of Psychological Examination) (Today's Date)

RDA #1494
IN-1779 10/4/13

ATTACHMENT C

SECURITY CLEARANCE APPLICATION

Level II

Refer to:

Attachment C - Security Clearance Application - Level II-Armed.pdf

Attachment C

Facility Protection Officer

Security Clearance Application
Level II

Instructions:

A Security Clearance Investigation is an essential element in determining a person'squalifications for employment within State of Tennessee Facilities as an armed security officer with limited police authority. Theinformation requested in this application is a vital part of that process.As the applicant, it is your responsibility to insure that all necessary information isprovided in order for this investigation to be conducted in a reasonable amount of timeand with the least amount of difficulty possible. Therefore, make sure that all sectionsare completed prior to turning this application into the interviewer. Each question mustbe answered. If there are questions that are not applicable to you, please indicate thisfact by the notation "N/A" in the appropriate space.Should you need additional space to provide the requested information, attach sheets ofthe same size as this application and specify continuation of a particular block ofinformation.The application should be typed or completed in black ink and must be clear andlegible.You are reminded that providing false information or failing to provide informationcould result in failing to be allowed to work in a State of Tennessee Facility as an armed guard with limited police authority, or yourdismissal should you be hired and the Background Investigation reveals thefalsification.

COMMON AREAS OF OMISSION: We find that some applicants exclude middlenames of relatives, personal references, and acquaintances. If a person does not have amiddle name, indicate (NMN), meaning "No Middle Name". If you are unable tofurnish complete information concerning your relatives or acquaintances, give sufficientexplanation. Nicknames should not be used.If you have ever served in the Armed Forces, indicate in Part II by each address if youlived on or off base, including overseas tours. If you have a relative currently in themilitary, indicate complete address, including Military Serial Number, branch of serviceand whether or not his/her residence is on or off base.

Investigation Results
Last Name First Name MI Social Security Number
I. Personal History
Positive Negative Reservations
Comments:
VIII. Court Record
Positive Negative Reservations
Comments:
II. Residences
Positive Negative Reservations
Comments:
IX. References & Social Acquaintances
Positive Negative Reservations
Comments:
III. Educational Background
Positive Negative Reservations
Comments:
X. Relatives
Positive Negative Reservations
Comments:
IV. Employment History
Positive Negative Reservations
Comments:
XI. Relatives Employed by the Government
Positive Negative Reservations
Comments:
V. Military Service
Positive Negative Reservations
Comments:

XII. Friends/Acquaintances Employed by any
Law Enforcement Agency
Positive Negative Reservations
Comments:
VI. Organization Memberships
Positive Negative Reservations
Comments:
XIII. Personal Declarations
Positive Negative Reservations
Comments:
VII. Special Qualifications & Skills
Positive Negative Reservations
Comments:
Investigator Name:
Investigator Signature:
Date Investigation Completed:

SECTION 1: PERSONAL HISTORY

Last Name	First Name	Middle Name	Maiden name

List below all other names you have used, including nicknames. If you have ever used any surnames other than your true name, during what period and what circumstances were these names used? If you have ever legally changed your name, give date, place and court.

Birth Date:	City & State of Birth:		
Age:	Gender:	☐ Male ☐ Female	Social Security Number:
Driver License Number:		State:	

Ethnicity:	☐ White	☐ Hispanic	☐ American Indian		
	☐ Black	☐ Asian	☐ Other		
# of Children:		(Include biological, step and adopted children)			
Marital Status:	☐ Single	☐ Married	☐ Separated	☐ Widowed	☐ Divorced

State date, place, and reason for all separations, divorces, or annulments:

Are you a U.S. Citizen?	☐ Yes	☐ No
Are you willing to reside anywhere in Tennessee?	☐ Yes	☐ No
Do you understand that you are not eligible to request a transfer to another post, except in extreme hardship cases, for one year?	☐ Yes	☐ No

SECTION 2: RESIDENCES

Home Street Address		
City:	State:	Zip:
Home Phone (including area code):		
Work Phone (including area code):		

In the event this information becomes invalid, indicate the name and phone number of a relative through whom you may be reached or who could furnish your current address and phone number.

Name:

Relationship:

Phone # (including area code):

If you have not lived at your current residence for (1) one year, explain the reason.

ACTUAL PLACES OF RESIDENCE FOR PAST 5 YEARS					
Include address while at school and in military, as well as family-owned vacation homes. For college on-campus residences, give dorm name, city, and state. If residences in military service cannot be shown as street address, indicate complete military unit designation and location by city, state, and country. If post office box, give location of post office.					
From (Month/Year)	To (Month/Year)	Apt. #	Street Address	City	State

SECTION 3: EDUCATIONAL BACKGROUND

High School (attach copy of diploma)			
Name of High School:			
Address: (City & State)			
Telephone Number (including area code):			
Graduated:	☐ Yes	☐ No	Date: (Month & Year)

GED (attach copy of GED)			
Issuer of GED:			
Testing Location: (City & State)			
GED:	☐ Yes	☐ No	Date: (Month & Year)

College/University (attach transcript)						
Name of College	City	State	Major	Yrs Attended		Graduated (Y/N)
				TO	From	

Technical Schools (attach transcript)						
Name of School	City	State	Study/ Specialty	Yrs Attended		Graduated (Y/N)
				TO	From	

SECTION 4: EMPLOYMENT HISTORY

NOTE: LIST MOST RECENT EMPLOYMENT FIRST. Please list each job you have held for the last **five years**. Include chronological history of employment starting with current or most recent position. Account for all periods, including casual employment and all periods of unemployment. Be sure to include military experience, if applicable. If additional space is needed, attach additional sheets using same format. Be sure to provide all of the required information.

Job A			
Name of Business:			
Address:			
City:		State:	
Telephone Number (including area code):			
Type of Business			
Period of Employment (Month/Year):	From:	To:	
Position Held:			
Supervisor:			
Reason for leaving this employment:			
While employed, did you face any type of disciplinary action, i.e. suspension, reprimands, etc.		☐ Yes	☐ No
If you answered yes to the above question concerning disciplinary action during previous employment, below provide a detailed description of the events.			

Job B			
Name of Business:			
Address:			
City:		State:	
Telephone Number (including area code):			
Type of Business			
Period of Employment (Month/Year):	From:	To:	
Position Held:			
Supervisor:			
Reason for leaving this employment:			
While employed, did you face any type of disciplinary action, i.e. suspension, reprimands, etc.		☐ Yes	☐ No
If you answered yes to the above question concerning disciplinary action during previous employment, below provide a detailed description of the events.			

Job C			
Name of Business:			
Address:			
City:		State:	
Telephone Number (including area code):			
Type of Business			
Period of Employment (Month/Year):	From:	To:	
Position Held:			
Supervisor:			
Reason for leaving this employment:			
While employed, did you face any type of disciplinary action, i.e. suspension, reprimands, etc.		☐ Yes	☐ No
If you answered yes to the above question concerning disciplinary action during previous employment, below provide a detailed description of the events.			

Job D			
Name of Business:			
Address:			
City:		State:	
Telephone Number (including area code):			
Type of Business			
Period of Employment (Month/Year):	From:	To:	
Position Held:			
Supervisor:			
Reason for leaving this employment:			
While employed, did you face any type of disciplinary action, i.e. suspension, reprimands, etc.		☐ Yes	☐ No
If you answered yes to the above question concerning disciplinary action during previous employment, below provide a detailed description of the events.			

Job E			
Name of Business:			
Address:			
City:		State:	
Telephone Number (including area code):			
Type of Business			
Period of Employment (Month/Year):	From:	To:	
Position Held:			
Supervisor:			
Reason for leaving this employment:			
While employed, did you face any type of disciplinary action, i.e. suspension, reprimands, etc.		☐ Yes	☐ No
If you answered yes to the above question concerning disciplinary action during previous employment, below provide a detailed description of the events.			

In any previous employment (**not just employment in last five years**) have you been terminated and/or disciplined for any misconduct, behavior problems, etc.?	☐ Yes	☐ No
If you answered yes to the above question, provide a detailed description of events and the results of all disciplinary actions taken by the employer.		

OWNERSHIP/PROPRIETORSHIP/CONTRACTS WITH THE STATE OF TENNESSEE	
Do you have any interest in, engage in, have a financial interest in, are the sole proprietor, a partner (limited or otherwise) in any non-profit agency, for-profit agency, business or corporation?	
☐ No	☐ Yes – please list below the name of the business, the type of business, the services/products produced by this business and if any contracts for the purchase of materials, supplies, equipment or services with the State of Tennessee are active.
Do you receive gifts, money or anything of value whatsoever directly or indirectly from any person, firm or corporation who has a contract for the purchase of materials, supplies, equipment or services with the State of Tennessee?	
☐ No	☐ Yes – please list below the name of the person, firm or corporation, the type of business, and the services/products produced by this business.

SECTION 5: MILITARY SERVICE

Are you registered for Selective Service?	☐ Yes	☐ No
If yes, list location (city and state)		
Have you served in any branch of the U.S. Armed Services	☐ Yes	☐ No

Complete Section Below for Each Period of Service
(Begin with most recent)
Attach DD-214 Member 4 Copy or NGB-22 for Each Period of Service

Period of Service A

☐ Army	☐ Air Force	☐ Marine Corp	☐ Navy	☐ Coast Guard
☐ Army Reserve	☐ Air Force Reserve	☐ Marines Corp Reserve	☐ Navy Reserve	☐ Coast Guard Reserve

☐ Army National Guard State- ☐ Air National Guard State-

Dates of Service

From (Month/Year):		To (Month/Year):	
Date of Discharge:			
Type of Discharge:			
Last Duty Station:			

Were you ever disciplined while in military service? (Includes Court-Martial, Article 15, Captains Mast, etc)	☐ Yes	☐ No

If you answered yes to the above question concerning being disciplined while in the military, below provide a detailed account of the incident. Be sure to include dates, locations, and circumstances.

Period of Service B

☐ Army	☐ Air Force	☐ Marine Corp	☐ Navy	☐ Coast Guard
☐ Army Reserve	☐ Air Force Reserve	☐ Marines Corp Reserve	☐ Navy Reserve	☐ Coast Guard Reserve

☐ Army National Guard State- ☐ Air National Guard State-

Dates of Service

From (Month/Year):		To (Month/Year):	
Date of Discharge:			
Type of Discharge:			
Last Duty Station:			

Were you ever disciplined while in military service? (Includes Court-Martial, Article 15, Captains Mast, etc)	☐ Yes	☐ No

If you answered yes to the above question concerning being disciplined while in the military, below provide a detailed account of the incident. Be sure to include dates, locations, and circumstances.

SECTION 6: ORGANIZATION MEMBERSHIPS

Are you now, or have you ever been a member of any club, society or organization?	☐ Yes	☐ No

If yes, please list below: Do Not Abbreviate.

Name of Organization	City	State	Former / Present		If Present, list position & Extent of Activity
			☐ Former	☐ Present	
			☐ Former	☐ Present	
			☐ Former	☐ Present	
			☐ Former	☐ Present	

SECTION 7: SPECIAL QUALIFICATIONS AND SKILLS

Do you have foreign language ability?	☐ Yes	☐ No

If yes, indicate your proficiency in each phase of each foreign language.

Name of Language	Speak	Understand	Read	Write
	☐ Slight ☐ Good ☐ Fluent	☐ Slight ☐ Good ☐ Fluent	☐ Slight ☐ Good ☐ Fluent	☐ Slight ☐ Good ☐ Fluent
	☐ Slight ☐ Good ☐ Fluent	☐ Slight ☐ Good ☐ Fluent	☐ Slight ☐ Good ☐ Fluent	☐ Slight ☐ Good ☐ Fluent
	☐ Slight ☐ Good ☐ Fluent	☐ Slight ☐ Good ☐ Fluent	☐ Slight ☐ Good ☐ Fluent	☐ Slight ☐ Good ☐ Fluent

Are you a member of the bar?	☐ Yes	☐ No	Date:		State(s):
Are you a CPA?	☐ Yes	☐ No	Date		States(s):
Are you a licensed pilot?	☐ Yes	☐ No	Ratings Held:		

Please list any other licenses or certifications you possess:

SECTION 8: COURT RECORD

Have you ever been arrested, indicted, charged with or convicted of a criminal or disorderly offense or instance of domestic violence in this state or in any other jurisdiction? (For the purpose of this question, the words "arrested" or "indicted" etc., include any detaining or taking into custody by any law enforcement authorities.)?	☐ Yes	☐ No

Since you are applying for a public safety position, you must list all arrests, convictions, instances of domestic violence, and expungments, even though you may have been advised by your attorney, a judge, prosecutor or other official that there is no record. Juvenile and expunged records are sealed and most employers will not have access to them. Law enforcement agencies, such as this department, do have access to these records. All juvenile arrests, convictions, expungments will surface during your background investigation. .

I acknowledge that I have read and understand the above statement. I fully understand what information is required of me and that failure to supply accurate information will be considered willful falsification of my application which is adequate cause for removal from the register.

Applicant Signature _____ Date _____

If yes, type of charge:	☐ Felony	☐ Misdemeanor	☐ Not Sure

If you answered yes to the previous question concerning being arrested, below provide a detailed account of the circumstances. Be sure to include dates, locations, and types of charges.

Have you ever been incarcerated, in jail, prison, correctional training school, or military stockade?	☐ Yes	☐ No

If you answered Yes to the previous question concerning incarceration, below give a detailed account of the situation. Be sure to include dates, locations, and circumstances.

Are you now, or have you ever been involved as a plaintiff, defendant, or petitioner, or respondent in any civil action?	☐ Yes	☐ No

If you answered Yes to the previous question concerning involvement in a civil action, below give an account of the circumstances, be sure to include the date, county, court and type of action.

Are you currently on any form of Probation from any jurisdiction, i.e. Federal, State, Local?	☐ Yes	☐ No
If you answered yes to the previous question concerning probation, below provide a detailed account of the circumstances; be sure to include dates and locations.		

Have you ever been issued a citation for a misdemeanor charge, other than a traffic violation	☐ Yes	☐ No
If you answered Yes to the previous question concerning being issued a citation, below provide a detailed account of the circumstances. Be sure to include dates, locations, and type of charges.		

Have you ever had an order of protection against you?	☐ Yes	☐ No
If you answered Yes to the previous question concerning having an order of protection against you, below provide a detailed account of the circumstances; be sure to include dates and locations.		

To your knowledge, has any member of your immediate family ever been convicted of a crime for other than a minor traffic violation?	☐ Yes	☐ No
If you answered Yes to the previous question concerning a member of your immediate family being convicted, below provide a detailed account of the circumstances. Be sure to include relatives' names, relationships, dates, locations, and type of charges.		

SECTION 9: REFERENCES & SOCIAL ACQUAINTANCES

Give four (4) references (NOT relatives, former or present employers, fellow employees, or school teachers) who are responsible adults of reputable standing in their communities, such as property owners, business or professional men or women including your physician, if you have one, who have **personally known you** for at least the past five (5) years. If retired, give former occupation.

External influence in hiring and promotions is strictly forbidden. Manipulating the THP hiring/promotional process to accommodate political influence is a policy and integrity violation. Such unethical behavior will result in disciplinary action up to and including termination.

I acknowledge that I have read and understand the above statement.

Applicant Signature _____ Date _____

Reference/Social Acquaintance #1			
Full Name:			
Address:			
City:	State:	Zip:	
Home Phone (including area code):			
Business Phone (including area code):			
Other Contact Number, i.e. cellular phone, pager (including area code):			
What is the best time to contact this person?	☐ Day	☐ Evening	☐ Night
How long have you known this person?			
What is your relationship with this person?			

Reference/Social Acquaintance #2			
Full Name:			
Address:			
City:	State:	Zip:	
Home Phone (including area code):			
Business Phone (including area code):			
Other Contact Number, i.e. cellular phone, pager (including area code):			
What is the best time to contact this person?	☐ Day	☐ Evening	☐ Night
How long have you known this person?			
What is your relationship with this person?			

Reference/Social Acquaintance #3			
Full Name:			
Address:			
City:		State:	Zip:
Home Phone (including area code):			
Business Phone (including area code):			
Other Contact Number, i.e. cellular phone, pager (including area code):			
What is the best time to contact this person?	☐ Day	☐ Evening	☐ Night
How long have you known this person?			
What is your relationship with this person?			

Reference/Social Acquaintance #4			
Full Name:			
Address:			
City:		State:	Zip:
Home Phone (including area code):			
Business Phone (including area code):			
Other Contact Number, i.e. cellular phone, pager (including area code):			
What is the best time to contact this person?	☐ Day	☐ Evening	☐ Night
How long have you known this person?			
What is your relationship with this person?			

SECTION 10: RELATIVES

All applicants must give complete information concerning their relatives. Even though the relative is deceased, give all the information requested, and indicate last residence and year of death.

Father		
Full Name:		
Address:		
City:	State:	Zip:
Home Phone (including area code):		
Other Contact Number, i.e. cellular phone, pager (including area code):		
SSN:	Date of Birth:	Place of Birth:
Name of Employer:	City/State:	
Business Phone (including area code):		

Mother		
Full Name:		
Address:		
City:	State:	Zip:
Home Phone (including area code):		
Other Contact Number, i.e. cellular phone, pager (including area code):		
SSN:	Date of Birth:	Place of Birth:
Name of Employer:	City/State:	
Business Phone (including area code):		
Mother's Maiden Name:		

Spouse		
Full Name:		
Address:		
City:	State:	Zip:
Home Phone (including area code):		
Other Contact Number, i.e. cellular phone, pager (including area code):		
SSN:	Date of Birth:	Place of Birth:
Name of Employer:	City/State:	
Business Phone (including area code):		
Spouse's Maiden Name:		

Former Spouse		
Full Name:		
Address:		
City:	State:	Zip:
Home Phone (including area code):		
Other Contact Number, i.e. cellular phone, pager (including area code):		
SSN:	Date of Birth:	Place of Birth:
Name of Employer:	City/State:	
Business Phone (including area code):		

Child		
Full Name:		
Address:		
City:	State:	Zip:
Home Phone (including area code):		
Other Contact Number, i.e. cellular phone, pager (including area code):		
SSN:	Date of Birth:	Place of Birth:
Name of Employer:	City/State:	
Business Phone (including area code):		

Spouse of Child		
Full Name:		
Address:		
City:	State:	Zip:
Home Phone (including area code):		
Other Contact Number, i.e. cellular phone, pager (including area code):		
SSN:	Date of Birth:	Place of Birth:
Name of Employer:	City/State:	
Business Phone (including area code):		

Child #2		
Full Name:		
Address:		
City:	State:	Zip:
Home Phone (including area code):		
Other Contact Number, i.e. cellular phone, pager (including area code):		
SSN:	Date of Birth:	Place of Birth:
Name of Employer:	City/State:	
Business Phone (including area code):		

Spouse of Child #2		
Full Name:		
Address:		
City:	State:	Zip:
Home Phone (including area code):		
Other Contact Number, i.e. cellular phone, pager (including area code):		
SSN:	Date of Birth:	Place of Birth:
Name of Employer:	City/State:	
Business Phone (including area code):		

Child #3		
Full Name:		
Address:		
City:	State:	Zip:
Home Phone (including area code):		
Other Contact Number, i.e. cellular phone, pager (including area code):		
SSN:	Date of Birth:	Place of Birth:
Name of Employer:	City/State:	
Business Phone (including area code):		

Spouse of Child #3		
Full Name:		
Address:		
City:	State:	Zip:
Home Phone (including area code):		
Other Contact Number, i.e. cellular phone, pager (including area code):		
SSN:	Date of Birth:	Place of Birth:
Name of Employer:	City/State:	
Business Phone (including area code):		

SECTION 11: RELATIVES EMPLOYED BY THE GOVERNMENT

List the complete names of any relatives (including in-laws) who are employed by any local, state or federal government.

Complete Name	Relation	Agency By Which Employed	Location (City/State)

SECTION 12: FRIENDS OR ACQUAINTANCES EMPLOYED BY ANY LAW ENFORCEMENT AGENCY

List the complete names of any friends or acquaintances who are employed by any local, state or federal government, excluding current co-workers if currently employed by a law enforcement agency.

Complete Name	Years Known	Employed By	Location (City/State)

SECTION 13: PERSONAL DECLARATIONS

Do you consume intoxicating liquors?				☐ Yes	☐ No
If you answered Yes to the previous question, please complete the following questions					
	Please indicate the type of intoxicating liquors you consume. You may indicate more than one type.				
	☐ Beer	☐ Wine	☐ Liquor	☐ Other	
	Please indicate the frequency you consume these intoxicating liquors.				
	☐ Daily	☐ Weekly	☐ Monthly	☐ Special Occasions	

Have you ever used narcotics, drugs, or marijuana in an illegal or recreational manner?			☐ Yes	☐ No
If Yes, list below what type you used:				
	☐ Marijuana	☐ Controlled Substance	☐ Narcotics	
If you answered YES to the previous question concerning the use of drugs, in the space provided below, provide a detailed description of the drugs, the circumstances, surrounding the use, and the time period they were used. If you answered NO enter Not Applicable (N/A) below.				

Have you ever declared, or are you about to declare bankruptcy?	☐ Yes	☐ No
If you answered Yes to the previous question, please proved date, location, and circumstances.		

List the names of Federal, state or local departments, agencies or offices (including law enforcement) to which you have applied for employment, including date and status of application.
If, to your knowledge, any of the above have conducted an investigation of you, indicate the name of the agency and the approximate date of the investigation.

Are you now or have you ever been delinquent in payment of alimony or child support	☐ Yes	☐ No
If yes, please provide date, location, and circumstances.		

An investigation will be conducted of all information listed on this application. Because of this, are you aware of any information about yourself or any person which you are or have been closely associated (including relatives and roommates) which might tend to reflect unfavorably on your reputation, morals, character, ability or loyalty to the United States?
If Yes, please attach a separate piece of paper, giving your version of this/these incidents.

ADVISEMENT TO APPLICANTS

The overall purpose of this background investigation is to verify that your application and any statements you have made to your employer concerning your qualifications are true.

Tennessee employers have a legal duty to know the persons whom they employ. In some cases, laws may mandate a background investigation before employment/promotion, while in other cases it is merely a case of public policy or prudence before placing someone in a position of public trust. Both State and Federal courts have also held that there is an absolute necessity for public employees to be truthful. You must understand that a lack of truthfulness or deception of any type on your part will automatically and irrevocably result in your application being rejected from further consideration.

For some people, there may be one or more incidents or occurrences in their background which they regret or may feel some embarrassment. A prospective employer will not make inquiries into areas of a person's background that have no legitimate bearing on their qualifications for the job. You should understand that the mere presence of so-called "negative" information in your background is not automatically disqualifying. For example, an applicant may have engaged in petty thievery as a child, used illegal drugs, been fired or been convicted of a crime as an adult. These things in and of themselves may not automatically remove that person from consideration for a job, but lying about them will.

An employment background investigation is not intended to be an intimidating experience or an unwarranted invasion into your privacy. Your background investigator will contact persons who know you, including present and/or former employers, and will examine official documents and records concerning you to ensure that you have been honest in your application and fulfill the legal mandates imposed by the courts and legislature. The more forthright you have been, the greater the likelihood that your background can be completed in a timely and successful manner.

I understand that any false statement and/or deliberate misrepresentations, whether by omission or commission, will result in my application being automatically and irrevocably rejected from further consideration. I certify that I have read the above statement and understand its contents.

Applicant Signature _____ Date _____

Applicant Print Full Legal Name _____

Witness (Interviewer) Signature _____ Date _____

Witness (Interviewer) Print Name _____

IACP NATIONAL LAW ENFORCEMENT POLICY

STANDARDS OF CONDUCT

Refer to:

Attachment E - IACP National Law Enforcement Ethics.pdf

Attachment D

IACP National Law Enforcement Policy Center

Standards of Conduct

Concepts and Issues Paper

October, 1998

I. INTRODUCTION

A. Purpose of the Document

This document was designed to accompany the Model Policy on Standards of Conduct developed by the IACP National Law Enforcement Policy Center. This paper provides essential background material and supporting documentation to provide greater understanding of the developmental philosophy and implementation requirements for the model policy. This material will be of value to law enforcement executives in their efforts to tailor the model to the requirements and circumstances of their community and their law enforcement agency.

Unlike many of the policies developed by the National Law Enforcement Policy Center, law enforcement agencies should regard the present policy as pertinent to all members of their agency, not solely to sworn officers. While sworn personnel may be at greater risk with regard to many of the issues addressed herein, all members of police agencies should be cognizant of and may be held equally accountable for the mandates set forth in this policy.

B. Background

It has been said that policing is a morally dangerous occupation. Most officers who have been in line operations for even a limited period of time can affirm this view. The public is not totally unaware of this fact either. Indeed, most popular literature and movie depictions of police work deal extensively with the moral and ethical dilemmas that officers face on the job. Police officers confront many temptations and difficult decisions that often involve conflicting notions of what is right and wrong and what is expected from them. There are several issues in the police environment that set the stage for such moral and ethical dilemmas.

Probably the most common among these is the fact that police officers possess substantial power that can be exerted for the benefit or detriment of many individuals. The legal right to employ coercive force to gain compliance of individuals, up to and including the use of deadly force, makes law enforcement unique among occupations. Such power is attractive to some persons who wittingly or unwittingly attempt to coopt police authority for their own advantage. From the seemingly benign offer of a free cup of coffee for an officer on the beat to a substantial financial inducement for an officer to "look the other way," law enforcement authority is a source of many temptations that can strain the limits of personal and professional integrity.

There are other, maybe not so obvious, sources of moral and ethical conflict in police work. For example, most police officers are required to deal with many persons and situations that reflect some of the more demeaning and dehumanizing aspects of life. These situations can and often do have negative long-term side effects on the attitudes, opinions, and philosophy of officers who are forced to deal with them on a day-to-day basis. The impressionable, idealistic young recruit may, over time, become disillusioned, cynical, or frustrated, feeling that his or her efforts are ineffectual and unappreciated. Such officers may be more tempted to adopt a "who cares?" attitude, to lose the ethical and moral focus that they originally brought to police work, to bend the rules and possibly become involved in questionable or illegal conduct.

Frustrations arise from a variety of other sources. For example, many officers perceive the legal system as being weighted far too heavily against law enforcement and in favor of criminal suspects. Further, police officers often see other individuals or segments of society as flouting or "stretching" the law and getting away with or even being rewarded for it, while honest cops labor years in relatively low-paying, often dangerous, and many times thankless jobs.

Finally, one cannot overlook the fact that officers are often caught in a moral dilemma by the very nature of their profession. Society asks police officers to control crime and to apprehend perpetrators

while at the same time placing severe restrictions on the manner in which these can be accomplished. On the one hand, for example, officers are rewarded for their effectiveness in apprehending criminals, but, should their zeal cross the bounds established by law, these same efforts can be punished. These seemingly conflicting demands may lead some officers to feel that the courts, prosecutors, defense attorneys, and others in the criminal justice system are working at odds with them and the good of society. The need to find the proper balance between protection of society and adherence to the dictates of individual rights and liberties can be a difficult effort for many officers, one that often pits means against ends and involves them in organizational, professional, and personal dilemmas.

In this context, the police officers' standards of conduct can become unclear. Matters regarding agency policy, acceptable practices, and appropriate behavior can be interpreted by officers in differing ways. Therefore, police agencies must clearly define what is and is not acceptable conduct. It has long been acknowledged that, to do their job properly, law enforcement officers must accept and abide by a high ethical and moral standard that is consistent with the rule of law they are sworn to uphold. They must also back up those beliefs and demonstrate their adherence to those values by consistently employing propriety and discretion in their personal lives that reflects favorably on themselves as professionals and the law enforcement agency that they represent. Without this, police agencies cannot expect to gain the respect and cooperation of citizens that is essential to the success of policing.

Personal integrity, a conscious decision to do the right thing even in the face of overwhelming pressure, and recognition of personal responsibility for one's actions are all indispensable ingredients in achieving high levels of professional conduct. Developing formal values and institutionalizing ethical standards within the police agency are also essential to this end. These norms and ethical precepts should serve as guidance to officers when making decisions about the propriety of specific types of behavior or actions absent express agency policy. But, while values, codes of conduct, and ethical standards are important guides, it is also important that agencies make clear what is acceptable police conduct under specific situations so that there are no misunderstandings. This is particularly the case in highly sensitive areas of police operations. With this in mind, the IACP National Law Enforcement Policy Center developed the Model Policy on Standards of Conduct, the components of which are discussed here.

The model policy deals with a limited number of issues from the large number of possible concerns relating to police conduct. The rules of conduct addressed in the model policy are not intended to serve as an exhaustive treatment of requirements, limitations, or prohibitions on officer conduct and activities. Rather, the issues discussed here are among those that have traditionally presented the most trouble for police agencies and officers and are among the most sensitive traditionally in terms of their impact on law enforcement agencies and the community.

The model policy's statement of purpose also notes that it is intended to specify, where possible, actions and inactions that are contrary to and that conflict with the duties and responsibilities of law enforcement officers. And, it is meant to guide officers in conducting themselves and their affairs in a manner that reflects standards of deportment and professionalism as required of law enforcement officers. Not all matters of conduct can be addressed in a single policy on conduct. Expectations with regard to conduct cut across many aspects of law enforcement operations. Therefore, officers should not overlook guidance available through specific policies, procedures, and directives as well as through the guidance and recommendations of supervisory and command officers.

II. PROCEDURES

A. Policy Rationale

A succinct justification and rationale for the development of the policy on standards of conduct is found in the model policy statement:

Actions of officers that are inconsistent, incompatible, or in conflict with the values established by this agency negatively affect its reputation and that of its officers. Such actions and inactions thereby detract from the agency's overall ability to effectively and efficiently protect the public, maintain peace and order, and conduct other essential business. Therefore, it is the policy of this law enforcement agency that officers conduct themselves at all times in a manner that reflects the ethical standards consistent with the rules contained in this policy and otherwise disseminated by this agency.

As in the above statement, it is important in any policy to lay the groundwork or the premise upon which the policy and procedures are built. This baseline information is perhaps nowhere more important than in a policy that deals with personal and professional conduct of officers. Standards of conduct often involve personal liberties, including freedom of association, freedom of speech, and related matters that are among the more closely guarded of individual rights. Most persons feel strongly that these and other matters of personal conduct should be, within reason, the subject of their own choice and personal preference. Many resent an employer's attempts to dictate the terms of what is deemed appropriate and inappropriate conduct.

In virtually all working environments and areas of employment, there are limitations upon an employer's capacity to dictate the terms of employment with regard to personal conduct of employees. Of course, it is reasonable for employers to require that their personnel conduct themselves with decorum and good taste. However, when it comes to matters that are perceived to be of a more personal nature, employees are far more sensitive. In these matters, employers must be even more sure that the restrictions or limitations they wish to impose are legally grounded, reasonable, and justifiable as job related.

The courts have, in many cases, upheld the notion that law enforcement work carries certain unique features that distinguish it from other types of employment. As such, certain types of conduct and employee activities are deemed inimical to the efficient and effective operation of police agencies and can be limited, curtailed, or modified in some manner. For example, almost every police agency desires to regulate, at least to some degree, the personal appearance of its officers, to include hairstyles. Predictably, policies on these and similar issues have been and are still subjected to legal challenge. While the subject of personal appearance is not covered in the present policy on standards of conduct, case law in this regard carries some lessons that form a good backdrop to the discussion in this concepts and issues paper. Specifically, police agencies desiring to regulate hairstyles, especially hair length, have received considerable support from the courts. The landmark decision in this area is the 1976 Supreme Court case of Kelley v. Johnson, [1] in which officers challenged a regulation of the Suffolk County, New York, Police Department.

The regulation at issue in Kelley governed the style and length of officers' hair, sideburns, and mustaches, and also prohibited beards. The regulation was challenged on the grounds that it violated the officers' rights of free expression under the First Amendment and guarantees of due process and equal protection under the 14th Amendment. The department contended that the regulations were necessary to ensure uniformity of appearance, thereby making officers readily recognizable by the public, and that it also contributed to the agency's esprit de corps.

The U.S. Supreme Court upheld the police department's regulation. The Court noted that the officers might indeed have a "liberty interest" in their hairstyles that could not be curtailed by the department absent rational justification. However, the Court held that uniformity of appearance and the maintenance of esprit de corps were sufficient rational justifications for imposing the regulations. Therefore, under Kelley, a hairstyle regulation will be upheld as long as the department has a "rational justification" for its enforcement. In this case, the rational justification is based on the logical connection between the policy and the promotion of legitimate agency interests (and those of the public) to protect property and persons.

Clearly from the above example, police policies generally, and particularly those that have bearing on liberty interests of personnel, must be based on rational, articulably justifiable grounds that relate to the promotion of legitimate law enforcement agency and/or public interests. In addition to meeting these tests, a policy on employee conduct as well as any other agency policy cannot be overly broad or overreaching so as to unfairly or unnecessarily impact personnel. In the same manner, the policy must be specific enough that officers can reasonably be expected to understand what is expected of them and to follow its mandates. For example, a hair regulation for officers should indicate the length and style of hair that is acceptable and state any exceptions to those rules that may be applicable, such as in the case of officers who may be working in undercover capacities. Finally, the policy must be uniformly applied. There should be no unjustified exceptions to the application of the policy to individuals within the agency, or it may be reasonably argued that the policy is arbitrary, capricious, and discriminatory. These principles should be reemphasized whenever police policies of any type are formulated and enforced and particularly in cases that deal with standards of conduct.

B. Obedience to Laws

The model policy states that officers are responsible for observance of all laws, regulations, and orders. This may appear at first glance to be a matter of such a fundamental nature as not to deserve specific mention in an agency policy. Certainly, police officers are as subject to the law as any other person. But reality dictates and history has shown that some officers, whether through misguided zeal or for other reasons, may come to view themselves and their police colleagues as exempt from the law on a general, selective, or situational basis. This element of the policy is intended to stress the importance of the rule of law for all officers and to hold each officer accountable for any legal wrongdoing.

In particular, the mandates of procedural due process for accused persons must remain paramount in the minds of law enforcement officers as they go about the task of protecting life and property. These legal protections and individual rights cannot be placed on hold as a matter of convenience to achieve agency or officer objectives. They must be recognized as an indispensable and non-negotiable part of law enforcement in a democratic state, and a recognized cornerstone of police agency policy. The fact that officers cannot disregard their own responsibility to the law or circumvent the rights of individuals as prescribed by law in the course of performing their duties is a matter that deserves repetition and reinforcement in a policy on police conduct as well as in the agency's code of conduct and core values.

By the same token, the model policy specifically states that officers shall not violate any agency policy, rule, or procedure and that they shall obey all lawful orders. The term lawful is included to acknowledge

the uncommon yet potential situation in which an order may be given that is unlawful and/or that is in violation of agency policy. An example of an unlawful order is one in which a subordinate is directed to use excessive force.

C. Conduct Unbecoming an Officer

The model policy prohibits officers from engaging in “any conduct or activities on- or off-duty that reflect discredit on the officers, tend to bring the agency into disrepute, or impair its efficient and effective operation.” These actions are sometimes referred to as “conduct unbecoming and officer”(CUBO). Unbecoming conduct incorporates those acts that may not be specifically identified by policy but that could reasonably be regarded as so improper or inappropriate by their nature and in their context that they are harmful to the agency’s and officers’ reputations.

One of the problems in defining prohibited conduct is that one cannot reasonably itemize all forms of conduct that may be considered damaging to officers or their agency. Attempts by an agency to itemize all prohibited acts become excessively tedious and invariably overlook certain types of behavior that would be considered unacceptable. Under these circumstances, it is more difficult to hold an officer accountable for improper behavior if it is not listed in the defined list of prohibited actions. Therefore, CUBO is an attempt to incorporate the array of improper acts not specifically identified in the standards of conduct policy. But, to do this effectively, CUBO must be linked effectively to an agency’s code of conduct and/or values, and officers should receive training in its meaning.

Some agency administrators may hesitate to incorporate CUBO into their standards of conduct because it does not identify specific prohibited acts and presents the possibility that charges brought under this umbrella could more easily be challenged as being arbitrary. While this possibility exists, it is also true that most disciplinary measures relating to conduct violations are subject to similar challenges based on the alleged transgression’s relevance to the officer’s job and the efficient and effective operation of the agency. In all cases of conduct violations, the agency must be prepared to defend its position based on the connection of the behavior to negative outcomes on the agency’s officers and mission. This issue of relevance should be as important to the agency in standards formulation as it is to officers charged with standards infractions.

Charges of conduct unbecoming an officer should be brought only when there is particular reason and a rational justification for enforcing the standard. Absent such criteria, charges should not be brought whether specified under CUBO or other conduct prohibitions. As in the case of the grooming standards (i.e., hair length) brought under Kelley previously noted, there is normally a presumption that the regulation is valid. The officer, to overcome this presumption, must show that "there is no rational connection between the regulation ... and the promotion of safety of persons and property."[2]

In addition to the above, agencies should be particularly cognizant of the need to enforce CUBO on a consistent and equitable basis. The agency should recognize that it may be setting precedent in some cases when disciplining officers for conduct that is not specified in the agency's policy and procedure manual. To avoid charges of disparate treatment, the agency should make every effort to ensure that similar acts of offending conduct by officers are dealt with through similar disciplinary measures. Also, to provide officers with the information necessary to make informed decisions on such matters, the agency should provide in-service training on an initial basis upon introduction of the policy and on a periodic basis thereafter.

D. Accountability, Responsibility, and Discipline

Officers are reminded in the model policy that they are directly accountable for their actions through the chain of command to the agency's chief executive officer. Further, the model policy requires that officers "cooperate fully in any internal administrative investigation conducted by this or other authorized agency and shall provide complete and accurate information in regard to any issue under investigation" and, that they "shall be accurate, complete, and truthful in all matters."

The importance of these admonitions is lodged primarily in the recognition that police officers have traditionally been a generally closed social and professional group. Among the common characteristics of police officers in this context are silence and solidarity with respect to attacks on fellow officers. The sense of camaraderie and cohesiveness that these traits reflect clearly have positive side effects in many aspects of police work. But, they can also have a negative influence in some cases where officers face charges of wrongdoing. The model policy makes it clear that officers owe their first allegiance and responsibility to the agency that employs them, and that failure to cooperate in any internal investigation in an effort to protect oneself or a fellow officer is a separate violation of policy.

Along these same lines, the model policy states that:

Officers shall accept responsibility for their actions without attempting to conceal, divert, or mitigate their true culpability nor shall they engage in efforts to thwart, influence, or interfere with an internal or criminal investigation.

This requirement is intended to expand on the requirement for truthfulness and cooperation from officers, particularly during internal investigations. But in addition to being truthful in response to questions that may be posed to them in an investigation or other matter, officers are expected to accept responsibility for inappropriate or improper conduct without attempting to cover up their mistakes or misdeeds. Attempts to withhold information necessary for the conduct of an internal investigation, or to interfere or influence such an investigation for one's own protection or to protect another, should be considered a separate violation of policy.

In fact, failure to fully cooperate in a purely administrative investigation can form the basis for disciplinary action up to and including termination of employment. In such investigations, officers must be informed of this fact prior to questioning as well as the fact that anything they say may not be used against them in a subsequent criminal proceeding. However, it should be noted that where officers are the subject of a criminal investigation, officers are under no duty to cooperate. Police officers have the same constitutional rights to remain silent and to consult with an attorney as do civilians in such situations.

Finally, with regard to issues of accountability and responsibility, the model policy recommends adoption of the requirement that officers "who are arrested, cited, or come under investigation for any criminal offense in this or another jurisdiction shall report this fact to a superior as soon as possible." Most often this issue arises when an officer is arrested or cited in another jurisdiction where the incident would not normally be reported to the employing agency. This information—either as a single incident or in the context of repeated problems—may have bearing upon an officer's ability to serve as a law enforcement officer generally or in specific assignments within the police agency. Therefore, agencies should require that any such criminal arrests, citations, or investigations be reported to a superior in a timely manner.

E. Conduct Toward Fellow Employees

Establishment of a working environment that is constructive and supportive is one of the better means of developing esprit de corps among employees and motivating them toward maximum personal and agency achievement. Dissension, squabbling, and in-fighting among staff members creates a dysfunctional working environment that can have serious negative implications for law enforcement efforts—an occupation where teamwork is so vital. All working environments experience some degree of discord on one level or another. The workplace is not always a bastion of civility, and some degree of friction between personalities can be expected. However, an employee can reasonably expect, and indeed should require, a workplace free from harassment and discrimination. The model policy contains two provisions that address this area of concern:

a. Officers shall conduct themselves in a manner that will foster cooperation among members of this agency, showing respect, courtesy, and professionalism in their dealings with one another.

b. Employees shall not use language or engage in acts that demean, harass, or intimidate another person. (Members should refer to this agency's policy on "Harassment and Discrimination in the Workplace" for additional information on this subject.

The issue addressed in the model policy is intended to reinforce the need for general civility and the idea that professionalism and respect toward fellow workers are at the heart of a healthy, productive police organization. An extreme example of a breakdown in conduct between employees involves instances of harassment and discrimination in the workplace, an issue that is also addressed in the policy. Workplace harassment and discrimination not only expose the organization and offending personnel to civil liability as well as possible prosecution under state and federal law, but also have other destructive effects on the police organization. Harassment has serious debilitative effects on its victims and creates disruptions to productivity. Many good employees often quit as a result of such harassment or develop a pattern of lost or unproductive time while on the job. Workplace harassment and discrimination are antithetical to the precepts of a professional law enforcement agency designed to uphold the law and the rights of all persons. Harassment and discrimination in the workplace are crimes as well as the basis for internal administrative discipline and, as such, run counter to the values and ethics of law enforcement.

Finally, with regard to workplace harassment and discrimination, executives must consider that an employee who harasses a fellow employee may also be carrying those same behavior patterns into the community that he or she serves. It is not hard to image the types of charges that could be leveled against an officer and his/her law enforcement agency should this prejudicial attitude be manifested

within the community. The types of persons who display harassing and discriminatory types of behavior within their agencies among their colleagues are generally not suitable for law enforcement careers.

The issue of harassment and discrimination within the workplace is a highly complex and evolving field of law and one that has routinely created some of the greater concerns for police personnel management. Agencies should address these issues in a separate comprehensive policy on this matter and remain cognizant of the broader applicability of workplace harassment and discrimination law. [3]

F. Conduct Toward the Public

Interaction with the public is the police officer's central focus. A positive police-community relationship is essential for gaining the public's confidence in the police and cementing their support in crime prevention and criminal apprehension. Research has confirmed what all police officers know from experience: that the public is the primary resource for successful criminal apprehension and crime prevention. Without public support and cooperation, the job of law enforcement is substantially more difficult and far less successful.

But public support and cooperation with the police do not come naturally. They are built upon mutual respect, a relationship that is largely the product of fair treatment by the police. The police image among citizens is delicate and often fickle. It is generally the product of a single or a few brief personal encounters with the police or the product of what are perceived as reliable stories passed on by friends or acquaintances who have had such experiences. Even a single negative public encounter can have a ripple effect, particularly in areas where police presence is more conspicuous and/or prevalent, such as in high-crime areas. Unfortunately, the public retains memories of bad incidents concerning the police far longer than it remembers favorable ones, and negative incidents can often undo or seriously damage long-standing positive police-community relationships.

All of the above indicate that good conduct of the police toward the public is not only proper from a professional and ethical standpoint but is "smart policing" as well. It is not simply a public relations tool: it is or should be a conscious attempt to nurture community good will and respect for the police so that the public's contributions to crime control can be fully realized. To this end, the model policy specifies

several general rules of conduct that if followed by officers on a consistent basis when dealing with the public should assist in building and maintaining public support.

Specifically, the model policy states the following:

a. Officers shall conduct themselves toward the public in a civil and professional manner that connotes a service orientation and that will foster public respect and cooperation.

b. Officers shall treat violators with respect and courtesy, guard against employing an officious or overbearing attitude or language that may belittle, ridicule, or intimidate the individual, or act in a manner that unnecessarily delays the performance of their duty.

c. While recognizing the need to demonstrate authority and control over criminal suspects and prisoners, officers shall adherer to this agency's use-of-force policy and shall observe the civil rights and protect the well-being of those in their charge.

G. Use of Alcohol and Drugs

The model policy addresses the issues of consumption of alcoholic beverages and legal use of drugs whether over the counter or as prescribed by a physician. Use of drugs illegally as a controlled substance is an issue that is addressed in the model policy under the heading of adherence to laws and is not further discussed here.

The use of alcohol while on duty (with limited exceptions) is almost universally prohibited by police agency policy. Disciplinary measures based upon unauthorized on-duty use are almost always upheld by the courts. The model policy addresses this concern primarily in the first two statements in section IV.A.6. In particular, the policy states that "Officers shall not consume any intoxicating beverage while on duty unless authorized by a supervisor." This prohibition recognizes that officers on undercover

assignments or on certain types of surveillance, sting, or similar operations may have to consume alcoholic beverages as part of their role.

The policy also prohibits the serving or consumption of alcohol "on police premises or in vehicles owned by this jurisdiction." This is generally intended to address situations in which on-duty or off-duty officers may consume alcohol for informal celebrations or other similar events, but it also includes other circumstances in which alcohol may be served or consumed. Police premises are generally open to the public, and the potentiality of citizens witnessing police officers consuming alcohol on duty—whether or not this is in fact the case and irrespective of the circumstances or the quantity of alcohol in question—is not conducive to the image of a professional police organization. There are also liability considerations associated with officers consuming alcohol on police premises whether formally or informally sanctioned by the agency should accidents or similar incidents occur as a result.

While the consumption of alcohol by on-duty officers is almost universally disallowed, departmental regulation of off-duty alcohol consumption, and disciplinary action for such use, involves more difficult questions.

The model policy addresses the issue of off-duty alcohol consumption by stating that:

a. an officer shall not be under the influence of alcohol in a public place, whether on or off duty,

b. shall not "report for duty with the odor of alcoholic beverage on his or her breath," and

c. shall not "report to work or be on duty as a law enforcement officer when his or her judgment or physical condition has been impaired by alcohol, medication or other substances.

Item (a) above is intended primarily to protect the image of the police agency against charges of inappropriate officer conduct while off duty just as the issue of on-duty consumption of alcohol is addressed elsewhere. The question could easily and legitimately be raised by members of the public about the professionalism and stability of an officer who lacks the self restraint and good judgment to appear in public in an inebriated condition. There is also the potentially serious problem of an officer in a public setting being required to take emergency police action while under the influence of alcohol. Items (b) and (c) are also intended to address this issue. The odor of alcohol on the breath of any officer

who reports for work should constitute sufficient basis alone to remove the officer from duty irrespective of how much alcohol the officer consumed.

Item (c) above is also meant to protect the agency and the public against the potential of officers reporting for work or being on duty whenever their judgment has been impaired by alcohol or other substances. Alcohol and certain forms of prescription and non-prescription medication affect individuals differently. Additionally, alcohol and certain medications taken in conjunction with one another can markedly diminish judgment, perception, and/or reactions. This may render the officer unfit to perform essential functions of the job and constitute a danger to him- or herself or others. The model policy employs this admonition as a caution to officers, prior to reporting to work, to avoid the use of any drug, including alcohol, that could negatively affect their performance.

Furthermore, the policy requires that officers "report the use of any substance, prior to reporting for duty, that impairs their ability to perform as a law enforcement officer." This places a burden upon officers for self-control and self-appraisal, considering that they are often in the best position to assess their performance capabilities. While many officers may avoid reporting impairment for fear of repercussions, it is useful to place officers on notice that they are personally responsible for reporting to work in a fit condition and that they will be held accountable for negative consequences stemming from their consumption of alcohol and/or medication.

A measure of the burden for ensuring that on-duty officers are not impaired by drugs or alcohol falls upon their first-line supervisors. Therefore, the policy directs that

Supervisors shall order a drug or alcohol screening test when they have reasonable suspicion that an employee is using and/or under the influence of drugs or alcohol. Such screening shall conform to [the] agency's policy on employee drug-screening and testing.

The above requirements and admonitions are considered to be reasonable restrictions upon officers to protect themselves, others, and the interests of the police agency. Some law enforcement agencies may wish to add additional or more stringent restrictions on the off-duty use of alcohol and prescription drugs. For example, some agencies place restrictions on officer consumption of alcoholic beverages within a specific time of reporting for duty—a practice that has been employed by some other types of employers to include commercial airlines for their flight crews. Still other police administrators take the position that officers reporting for duty with any amount of alcohol in their bloodstream are operating at diminished levels of proficiency. This, they argue, coupled with the potential need for these officers to

employ deadly force, creates an unacceptable risk to the agency and the public. While it is difficult to argue against more restrictive policies of this nature, the same argument could be used with regard to any substance that impairs, no matter how slight, the judgment and reaction of officers.

A near-zero tolerance approach to this issue is difficult to manage administratively, and measures designed to enforce such rules risk overstepping the legitimate interests of agencies to control their personnel. Advocacy of zero tolerance or near-zero tolerance for alcohol risks opening a much broader array of issues that can further complicate the matter. For example, a difficult question arises when an officer's ongoing off-duty use of alcohol so debilitates the officer that, although sober when reporting for work, his or her performance has been impaired by alcohol-related illnesses. By the same token, even common cold medicines, such as those containing codeine and antihistamines, can diminish many individuals' judgment and perception.

In the end, one must place the lion's share of the responsibility for controlling this matter on the shoulders of individual officers and their immediate supervisors to ensure that their performance is in keeping with acceptable agency standards. In addition, agency administrators should not lose sight of the fact that alcoholism (should that be involved) may be regarded as a handicap under federal and state law, and policies promulgated or actions taken in this context must take this into account.

H. Use of Tobacco Products

The model policy prohibits police officers from using tobacco products unless they are used in a designated smoking area and only when officers are not conducting police business. Smokeless tobacco products, such as snuff or chewing tobacco, are included as well as cigarettes, both because of the health risks involved as well as the poor public image they impart of police officers. Officers are also not permitted to use tobacco products in a vehicle owned or maintained by the law enforcement agency. This restriction is based on several factors, to include concern over the appearance of officers smoking on duty in public; concern for the health and well-being of both smoking officers and those who may be subjected to their secondhand smoke in the vehicle; and to a far lesser degree, the negative effect cigarette smoke has on vehicle cleanliness.

In the first regard, smoking by officers while on duty has always been perceived as a public relations or public image problem. In fact, the common and time-honored policy of many departments prohibiting smoking in patrol cars or while on duty in public places may in many instances be traced to a concern over the public perception of the department rather than to health issues. This is a problem that

predates the current focus on the adverse health effects of smoking by many years. It has long been a feeling among law enforcement executives that a uniformed officer with a cigarette dangling from his or her mouth presents an image to the public that is not acceptable to the department, hence the frequent incidence of prohibitions against uniformed officers smoking in public.

Now, as smoking increasingly becomes perceived by the public as something detrimental to the health of both smokers and nonsmokers, smoking by officers while on duty has become and will continue to be a matter of increased departmental attention. In this regard, the Environmental Protection Agency (EPA) has made it clear that the inhalation of secondhand smoke by non-smokers has a "serious and substantial public health impact" on nonsmokers. According to the EPA, about 3000 nonsmokers die annually in the United States due to lung cancer caused by secondary smoke. The EPA also found that secondary smoke was responsible for a significant number of cases of pneumonia, bronchitis, and other respiratory infections, as well as leading to the development or aggravation of asthma.

Of equal importance are the effects of smoke on the health and productivity of police officers themselves. Even before the EPA issued its landmark report, many health-conscious police agencies had made their own decisions on the risks and negative impact of smoking on the health of their officers and fellow employees. Many of those agencies took steps to limit smoking on duty, and many more today are prohibiting smoking both on and off duty for newly hired officers.

First among agency concerns is the fact that a law enforcement officer, in the course of his or her employment, will be required to perform certain demanding physical tasks that will require cardiovascular endurance. Cigarette smoking is a substantial inhibitor to the development and maintenance of this physical condition. Second, police agencies in general have come to recognize the significant financial and professional value of career officers. Cigarette smoking is a serious health risk that increases the possibility of officers' contracting debilitating diseases preventing them from completing their full term of career employment.

Historically, U.S. courts have been willing to grant law enforcement organizations some legal leeway in situations in which the efficient functioning of the department, and therefore, public safety is implicated. In view of the documented health reasons alone connected with the use of tobacco products, restrictions on smoking in the law enforcement environment will most likely withstand legal challenges directed against them. [4]

I. Abuse of Law Enforcement Powers and Position

Abuse of power by law enforcement officers can take many forms to include the use of excessive force, denial of civil rights, and related acts. These types of acts are dealt with separately in the model policy. The present discussion deals primarily with those acts or inactions committed by police officers for purposes of financial gain, privilege, or advantage not otherwise available to them as private citizens.

The abuse of power or position is one of the more serious of conduct violations that can be leveled against a law enforcement officer. Such violations range in severity from acceptance of nominal tokens of appreciation to the systematic exploitation of persons or organizations for gain. The history of law enforcement is replete with examples of this form of abuse of power, some of which have grown within police agencies to near-systemic corruption. The early 1970s reports of the Pennsylvania Crime Commission and the New York City Knapp Commission are examples of investigations that identified wide-scale corruption in two of this nation's larger police departments. Fortunately, such large-scale abuses are rare. But it is from the small, seemingly benign acts that take advantage of police power or position that an environment of tolerance grows within agencies, sometimes leading to more frequent and egregious transactions. From this historical perspective and with the intent of avoiding even the appearance of impropriety, the model policy assumes a position of zero tolerance for corruption.

The model policy addresses six issues relative to the abuse or potential abuse of police power and position. In particular, the model policy requires first, that

Officers report any unsolicited gifts, gratuities, or other items of value that they receive and ... provide a full report of the circumstances of their receipt if directed.

This reporting requirement is designed to ensure that all such items come to the attention of the law enforcement agency. Even though officers are prohibited from receiving gifts, gratuities, and similar items, such items may nevertheless be received by them through the mail or by other means on an unsolicited basis. The requirement that officers report these items helps to ensure that their receipt receives official notice, thus protecting the officer from allegations of misconduct and providing the agency with the opportunity to take any action deemed appropriate. Under provisions of the model policy, officers are also prohibited from using their authority or position for financial gain, for obtaining or granting privileges or favors not otherwise available to them or others except as a private citizen, to avoid the consequences of illegal acts for themselves or for others, or to barter, solicit, or accept any goods or services (to include, gratuities, gifts, discounts, rewards, loans, or fees) whether for the officer or another.

This restriction addresses the majority of concerns of police administrators with regard to an officer's use of authority for financial gain. It prohibits situations such as accepting special access to and treatment at public events or gatherings; negotiating with officers from the same or another jurisdiction to overlook violations of the law for themselves, their friends, or members of their family; or asking for, engaging in barter for or accepting outright any goods, services, or similar gains. These are only examples of possible scenarios covered by this directive, which is designed to address a broad waterfront of situations in which officers could willfully or inadvertently benefit from their position or authority.

Some will argue that a complete ban on the acceptance of goods, services, and favors is too far reaching and fails to recognize that gestures are sometimes made by citizens as tokens of appreciation without any expectation of special treatment. Each agency must make its own decision regarding what it will tolerate in this area. But as a matter of principle, it should be made clear to officers that they are in a high-profile position within the community as a representative of local government and are given a special level of trust and authority not available to persons in any other occupation. As such, they will be faced with situations in which persons or groups may, intentionally or unintentionally, attempt to coopt their authority and influence them for unauthorized purposes. The simple cup of coffee or a discounted meal from a friendly restauranteur may be nothing more than a courteous gesture or token of appreciation. However, it may also incorporate subtle manipulation intended to extract favors from officers, such as spending more time in and around the establishment than would normally be necessary or permitted.

Moreover, even simple gestures by business owners or individuals, provided and accepted on a routine basis, can easily lead officers down the slippery slope from appreciation to expectation. Within time, simple gestures can grow into significant gifts or rewards and become an anticipated part of officer compensation, or be regarded as perquisites of the job. With this subtle and gradual change of an officer's attitude comes a relatively easy transition into development of an expectation that such privileges or benefits will be forthcoming. When they are not, they may be requested or even demanded. The acceptance of "perks" from the public can degenerate into a downward spiral that leads to, in a worst-case scenario, establishment of a culture of corruption within the law enforcement agency.

Many agencies have adopted the zero-tolerance approach to this matter in view of the above concerns and realities. In addition, they recognize that the acceptance of gratuities and the like presents a bad image of the officers and the agency to the public. Citizens who witness or learn of officers receiving special treatment or gratuities can understandably feel a degree of resentment toward not only the

officers involved but the police agency as a whole. They may question the degree to which favoritism influences the decision-making process of officers in general, whether law enforcement resources are provided equitably and fairly within the community, even whether the apparently simple gesture may reflect a more pervasive degree of corruption within the police agency. The ability of law enforcement to deal with public safety effectively is greatly diminished when such actions erode the confidence of the public in their law enforcement agency.

In the above context, the model policy also prohibits officers from purchasing, "converting to their own use, or having any claim to any found, impounded, abandoned, or recovered property, or any property held or released as evidence." Here again, the issue is one primarily of appearances. In situations involving the above, charges could be made that officers are engaged in a subterfuge by procuring property unnecessarily or inappropriately with personal intentions for its use or acquisition. Such appearances should not be permitted to germinate. However, this does not preclude the agency from selling at public auction or in other acceptable ways dispensing of abandoned, recovered, or related property after a reasonable amount of time and following legitimate and earnest attempts to locate owners.

Officers are also limited in the manner in which they can solicit funds as part of or on behalf of the police organization. The model policy states that

Officers shall not solicit or accept contributions for this agency or for any other agency, organization, event, or cause without the express consent of the agency chief executive or his or her designee.

Some jurisdictions have experienced problems with persons soliciting funds from the community and those who claim to be doing so on behalf of their police organization. This directive is intended to impose controls over all fund-raising activities so that legitimate activities can be sanctioned and managed by the agency.

Another issue in this realm of concern is addressed in item IV.A.8.e. of the model policy, which states that

Officers are prohibited from using information gained through their position as a law enforcement officer to advance financial or other private interests of themselves or others.

Concerns in this area can take a number of forms. For example, officers or other employees working in sensitive areas of the agency may sell criminal history records or other restricted information to commercial concerns as part of background investigations. Officers working in part-time jobs for security firms, process servers, or others may use confidential or other sensitive information developed by the agency to promote their interests and those of unauthorized outside parties. These are only a few of the many possible examples of unauthorized uses of police information that may benefit the financial interests of police employees.

Finally, the model policy takes the position that "officers who institute or reasonably expect to benefit from any civil action that arises from acts performed under color of authority shall inform their commanding officer." Officers may initiate civil lawsuits or otherwise become party to civil actions against persons with whom they have had dealings in the course of their employment and from which they could realize monetary compensation. In some cases for example, officers may bring actions for physical injuries, infliction of psychological injuries, improper subjection of the officer to legal process (e.g., malicious prosecution), actions that are injurious to the officer's professional status and reputation (as in the case of defamation suits), or similar actions. [5] While these lawsuits are not common and officers have the right to bring such actions, the model policy directs that involved officers notify their commanding officer in such cases. This will allow the agency to become aware of cases in which officers appear to be abusing this right or conspiring to use this legal avenue solely for personal gain or punishment of others.

J. Off-Duty Police Action

Actions taken under color of authority by off-duty police officers have traditionally been an arena ripe with problems both for police administrators and individual officers. The breadth of those problems hinge on a number of factors within the police agency which include but are not limited to (a) whether officers are considered peace officers under state statute or case law on a 24-hour basis within their own jurisdiction and whether that extends to other jurisdictions within their state where employed; (b) whether they are required by their agency to remain armed while off duty or do so by agency custom or practice in the absence of specific policy; (c) whether agency policy governs when and how officers should respond to violations of the law in an off-duty capacity in their own jurisdiction and other jurisdictions of the state; and (d) the degree to which the agency maintains control of off-duty employment of its officers. To the degree that the forgoing are not regulated by statute, case law or agency policy, situations involving actions taken by off-duty officers will remain problematic.

The Model Policy on Standards of Conduct is not designed to address these widely varied issues. The National Policy Center has established a Model Policy on Off-Duty Conduct that may be of assistance to agencies in resolving some of the forgoing issues. The present policy is designed to address only one aspect of this issue involving the inappropriate use of police powers.

The model policy provides two specific directives in this regard. First, the policy prohibits officers from

Using their police powers to resolve personal grievances (e.g., those involving the officer, family members, relatives, or friends) except under circumstances that would justify the use of self defense, actions to prevent injury to another person, or when a serious offense has been committed that would justify an arrest. In all other cases, officer shall summon on-duty police personnel and a supervisor in cases where there is personal involvement that would reasonably require law enforcement intervention.

While many officers are armed while off-duty, they are generally out of uniform and/or driving unmarked privately owned vehicles and thus not readily identifiable as law enforcement officers to the public or even some of their own colleagues. Additionally, most officers do not wear soft body armor while off-duty and do not have access to a police radio or other on-duty types of equipment. All these factors can place off-duty officers in awkward situations. With these factors in mind, the model policy provides some direction designed to limit the exposure of officers to danger and the agency to charges of civil liability.[6]

Beyond these personal safety considerations, the intent of this policy statement is to avoid instances that may involve conflicts of interest and that would consequently tend to negatively influence officers' judgment. Generally speaking, an officer should not invoke police powers for the purpose of resolving personal grievances or those of family or friends. An exception to this is when the officer, friends or family become victims of a crime or when the violations of law are so serious as to require immediate action.

For example, an off-duty officer becomes engaged in a conversation with a neighbor over loud music from a party at the neighbor's home. The officer resides in the jurisdiction where he is employed and, by statute, may take police action while off-duty. The neighbor becomes abusive and uncooperative and refuses to turn down the music. At that point the officer identifies himself as a police officer and issues a noise citation to the offending party with a threat that failure to comply will result in arrest.

In these and similar scenarios, the model policy requires that the officer refer the matter to an on-duty officer rather than issue the citation or make an arrest. However, in the same situation, should the neighbor become physically assaultive to the officer, or his friends or family, the officer would be justified in taking necessary action to include the possibility of making an arrest. A supervisor should also be summoned in such cases in order to ensure third-party impartiality and the authority necessary to make judgments and resolve differences. From the viewpoint of officer and public safety, the model policy also states that

Unless operating a marked police vehicle, off-duty officers shall not arrest or issue citations or warnings to traffic violators on sight, except when the violations is of such a dangerous nature that officers would reasonably be expected to take appropriate action.

This prohibition is based on the fact that the identity of out-of-uniform officers in unmarked vehicles is not easily determined by motorists or other third parties. The chance for mistaken identity provides fertile ground for a variety of dangerous situations. These include the possibility that a motorist who an off-duty officer is attempting to stop may mistakenly assume that he or she is being accosted.

K. Prohibited Associations and Establishments

In early 1998, the superintendent of one of the nation's largest police agencies resigned his position in the wake of accusations that he had maintained a long-standing friendship with a known felon. This illustrates an old problem area for law enforcement agencies affecting officers at all levels.

Many departments seek to prevent employees form associating with "undesirable" persons, other than in official capacities—that is, those who have a notorious criminal reputation or history that could present a potential threat to the department's reputation and effectiveness or present the potential of compromising the officer. This is generally considered a matter of legitimate departmental interest, and a policy prohibiting such associations may therefore be upheld by the courts. However, as with most issues that affect individual rights, there are limitations that must be observed and that have been built into the model policy. Where restrictions or prohibitions on such relationships exist within police organizations, questions often arise as to whether the rule serves a legitimate governmental interest, whether it impinges upon an employee's constitutional right to freedom of association, and where the balance falls between the two competing interests.

First, restrictions of this nature should not be overly broad. A policy that fails to provide specific guidance as to the types of associations that are prohibited may be held void for reason of vagueness. For example, a policy that merely prohibits association with “undesirables” would probably be considered too broad and vague. As with the other policy issues discussed in this document, the department should be prepared to give specific, articulable reasons why association with a named class of individuals will damage the department’s reputation or otherwise interfere with the department’s mission.

Second, the policy should provide an exception for family relationships or other associations that are similarly unavoidable. Most courts would not uphold a policy, for example, that prevents an officer from associating with his or her spouse or parents.

Finally, the policy should provide an exception for contents legitimately made in the line of duty. The nature of police work requires that officers deal with persons who, under traditional moral standards, would be considered undesirable as routine company. These include situations where officers are cultivating informants or working undercover assignments. The model policy addresses issues of prohibited associations by stating that

Officers shall not knowingly commence or maintain a relationship with any person who is under criminal investigation, indictment, arrest, or incarceration by this or another police or criminal justice agency, and/or who has an open and notorious criminal reputation in the community (for example, persons whom they know, should know, or have reason to believe are involved in felonious activity), except as necessary to the performance of official duties, or where unavoidable because of familial relationships.

This statement incorporates the three areas of concern previously discussed. The wording of the policy does not necessarily preclude officers from associating with persons solely because they have a criminal record. This is not advisable for police officers and many agencies may wish to discourage it. But association with persons who have served their sentence and who have reentered society, and who otherwise are pursuing legitimate occupations is consistent with the letter and intent of the model policy. On the other hand, should the individual’s past criminal history be so notorious and infamous as to cast doubt on that person’s reputation after having reentered society, and/or there is question concerning the individual’s continued connection to criminal enterprises, there would be legitimate grounds for the agency to prohibit such association unless it is work related or the individual in question is an immediate family member. In short, whenever there are questions concerning the reputation of persons with whom officers associate, officers are well advised to restrict or eliminate their associations with such individuals and/or to discuss the matter with an appropriate supervisor.

The model policy also prohibits arresting, investigating, or custodial officers from commencing "social relations with the spouse, immediate family member, or romantic companion of persons in the custody of the agency." The same may also be said for persons in the custody of other criminal justice agencies. This directive is designed to remove the appearance of impropriety involving officers involved in such cases. For example, it may reasonably be claimed that an officer's judgment and objectivity could be clouded by such associations or that the officer's credibility in general or court testimony, in particular, may be similarly tainted. Such associations my also give rise to other speculation to include the pre-arrest relationship of the officer to the person in question and the possible interplay of the relationship to the arrest.

With regard to associations involving business establishments, the model policy suggests two restrictions. The first of these states that "except in the performance of official duties, officers shall not knowingly enter any establishment in which the law of that jurisdiction is regularly violated." Again, the issue involved here is the protection of the image and reputation of officers and their agencies. Officers who, outside of the scope of their employment, enter gambling establishments, houses of prostitution, or any location that has a reputation for illegal activity risk sparking speculation about the officer's integrity, judgment, impartiality, and professionalism.

Finally, the model policy prohibits officers from "knowingly join[ing] or participat[ing] in any organization that advocates, incites, or supports criminal acts or criminal conspiracies." While uncommon, there are cases in which officers have affiliated off-duty with such organizations. The policy includes organizations that not only support criminal acts or conspiracies but also any that advocate such acts. Affiliation with so-called "hate groups" such as white supremacists, anti-Semites, militants, and other extremists that espouse and/or support criminal acts or criminal conspiracies are among those that run counter to the core values of law enforcement. Any affiliation of officers with such groups has a significant debilitating effect on the reputation of offices and their law enforcement agency.

L. Public Statements, Appearances, and Endorsements

The model policy covers several concerns with respect to public statements made by officers. Perhaps the most controversial of these is the first directive in section IV.B.1 of the policy, which reads

Officers shall not, under color of authority, make any public statement that could be reasonably interpreted as having an adverse effect upon department morale, discipline, operation of the agency, or perception of the public.

Police personnel in recent years have become increasingly willing to make adverse public statements regarding their departments. While police agencies may wish to limit or control such statements, the essence of the problem, of course, is the constitutionally guaranteed right to free speech. The extent to which a department may regulate speech by its personnel depends upon many factors and is a complex point of law to which only limited guidance has been given by the courts. Generally speaking, however, the basis for any discussion of the subject must distinguish between speech of a "personal" versus a "public" nature. For example, if an employee makes statements detrimental to the department, the department may be able to take disciplinary action as long as the statements are of "personal interest" only. If however, the statements deal with matters of "public concern," then the department may take action against the employee only if the "public concern" is outweighed by the interest of the public employer "in promoting the efficiency of the public services it performs." [7]

Supposedly, something is a mater of public concern if it relates to "any matter of political, social, or other concern to the community." [8] Unfortunately, the deciding line between that which is of "personal interest" only and that which is a matter of "public concern" is very vague, and, as with other free-speech issues, the outcome depends largely on the political makeup of the court considering the question. In general, however, personal insults directed at superiors and complaints regarding the individual treatment of the complaining employee are often considered matters of "personal interest" for which action may be taken, [9] whereas complaints about, for example, the alleged misuse of public funds or similar acts of official misconduct by superiors are likely to be regarded as matters of "public concern," however intemperate or outrageous they may be. In the long run, whether the matter is one of "personal interest" or "public concern" is a question of law to be decided by the judge. [10]

Another aspect of the freedom-of-speech issue is reflected in the following statement of the model policy:

Officers shall not, under color of authority, divulge or willfully permit to have divulged, any information gained by reason of their position, for anything other than its official, authorized purpose; or, unless expressly authorized, make any statements, speeches, or appearances that could reasonably be considered to represent the views of this agency.

The first part of this directive is clearly intended to protect confidential information from being released without authorization or to be used by officers for any purposes other than those for which they were intended. This may include but is not limited to the use of such information for private purposes or in conjunction with outside business endeavors, (such as private security or private investigative operations), that could benefit from information contained in criminal history and related departmental files.

The second element of this policy directive is intended to control unauthorized statements that my be interpreted by those outside the agency as representing official agency policy. Normally, all policy and position statements are provided to the media and others through the chief executive officer, the public information officer, or another designated spokesperson. Other officers who may appear in public either in uniform or as clearly designated members of the police agency must ensure that their comments with regard to their work and the agency are within the parameters of policy established by the agency for the release of information. [11] The final element of the model policy in this are of concern relates to restrictions on endorsements by officers. The policy states that

Officers may not, under color of authority, endorse, recommend, or facilitate the sale of commercial products or services. This includes but is not limited to the use of tow services, repair firms, attorneys, bail bondsmen, or other technical or professional services. It does not pertain to the endorsement of appropriate governmental services where there is a duty to make such endorsements.

This directive prohibits the promotion of products or services by any personnel who are clearly identified with their employing agency as a law enforcement officer. It is inappropriate for a governmental agent to do so in most capacities as it may imply governmental sanctioning of and support for specific products and services. This is both misleading and may provide an unfair trade advantage to competing product manufacturers or service providers. It may also give the impression that the officer and/or the agency is receiving remuneration for such endorsements and/or that they vouch for and stand behind product or service quality and customer satisfaction.

In some instances, officers may be approached by product or service providers for testimonials or endorsements. However, the officer’s identification with their employing jurisdiction and police agency may give the improper impression that these entities also stand behind these products. Finally, it could be argued by some that recommendation of products and services directly to individual consumers by a police officer carries a degree of coercion that is improper even if unintended.

Such endorsements and recommendations do not apply to recommendations concerning governmental services when authorized by the law enforcement agency. For example, this may include recommendations regarding the use of family counseling or crisis intervention services, health clinics, social welfare or housing assistance services, or similar municipal, county or state services.

M. Political Activity

Political activity is also generally regarded as a matter of free speech. As such, there are limitations on what law enforcement administrators can do to restrict their officers' political activity. The demarcation line in limiting such activity is based generally upon whether or not the activity in question is being performed by the officer during working hours, while in uniform or while otherwise serving as a representative of the law enforcement agency. The model policy makes this distinction and also indicates that state law, where applicable, will take precedent over model policy recommendations.

It has now been well-established that the First Amendment prohibits officials from discharging or threatening to discharge public employees solely for not supporting the political party in power, unless the party affiliation is an appropriate requirement for the position involved. [12] While such patronage has been considered appropriate for high-level policy-making personnel within agencies, it has been considered inappropriate for actions against lower-level, non-policy-making personnel. [13]

Thus, during working hours, while officers are in uniform, or otherwise serving as representatives of their law enforcement agency, the model policy prohibits them from engaging in the following political activities:

Placing or affixing any campaign literature on city- or county-owned property.

Soliciting political funds from any member of the law enforcement agency or another governmental agency of the employing jurisdiction.

Soliciting contributions, signatures, or other forms of support for political candidates, parties, or ballot measures on property owned by the jurisdiction.

Using official authority to interfere with any election or interfere with the political actions of other employees or the general public

Favoring or discriminating against any person seeking employment because of political opinions or affiliations

N. Expectations of Privacy

This component of the model policy addresses an issue that is not traditionally or routinely regarded as a matter of employee conduct but one that can become involved in investigations of improper conduct. The need to access officers' desks, lockers, file cabinets, storage areas, assigned vehicles, or other areas can also come into play with respect to line inspections, in searching for evidence that officers may have stored inappropriately from a crime scene, in the search for missing property, or in other regards.

Officers do not normally have any expectation of privacy in the aforementioned types of areas that are owned by or under the control of the law enforcement agency. However, absent any notice to this effect by management, officers may develop a presumption of personal privacy in such areas—particularly if there is a generally accepted or long-held tradition or custom within the agency of observing or granting such privacy—that may become binding upon the agency unless explicitly countermanded.

Agency administrators who wish to reserve the right to gain access to agency-owned or -controlled property that is or can be used to house the personal property of officers should make their intentions clear in written agency policy. The model policy recommends the following language for this purpose:

Officers shall not store personal information or belongings with an expectation of personal privacy in such places as lockers, desks, departmentally owned vehicles, file cabinets, computers, [14] or similar areas that are under the control and management of this law enforcement agency. While this agency recognizes the need for officers to occasionally store personal items in such areas, officers should be aware that these and similar places may be inspected or otherwise entered—to meet operational needs, internal investigatory requirements, or for other reasons—at the direction of the agency chief executive or his or her designee.

The second component of this area of the model policy involves the unauthorized storage of agency documents outside the confines of the police department. For example, it is not uncommon to find an occasion that police officers and criminal investigators in particular have accumulated and/or stored files relating to criminal cases at home. This is often in conjunction with work officers are conducting off-duty on cases that are long-standing or that in some manner need extra attention. Over time, the accumulation of records can increase and include sensitive or confidential materials as well as the original or sole copy of documents that if misplaced, lost or destroyed could cause critical problems. Once outside the confines and security of the police agency, documents may also fall into the wrong hands or, should the officer be dismissed or leave employment of the agency, the documents may be difficult to recover. With these and related problems in mind, the model policy restricts this practice in stating that

No member of this agency shall maintain files or duplicate copies of official agency files in either manual or electronic formats at his or her place of residence or in other locations outside the confines of this agency without express permission

ATTACHMENT E

GENERAL ORDER – GROOMING STANDARDS

Refer to:

Attachment E - Grooming Standards.pdf

Attachment E

PERSONAL APPEARANCE STANDARDS FOR ALL UNIFORMED& NON-UNIFORMED FACILITY PROTECTION OFFICERS:

Hair styles - There are many hair styles that are acceptable for uniformed Facility Protection Officers (FPO). All FPO' hair will be of a natural color,i.e., black, brown, blonde, grey and not such that would diminish theprofessional uniform appearance and is kept in a neat manner. Unnaturalcolors or glitter are prohibited. The acceptability of the style will bejudged by the following standards

:a. Male FPO - Hair will be neatly groomed. Hair will present atapered appearance and, when combed, will not fall over the earsor eyebrows or touch the collar, except for closely cut hair at theback of the neck. The bulk and length of hair shall not interferewith the normal wearing of the headgear. When wearing headgear,the hair on the sides will be styled close to the head in a manner soas not to protrude.

b. Female FPO - The hair will be neatly groomed and will beworn in a manner so that it does not extend beyond the bottom ofthe uniform collar. Female FPO'sissued headgearshall ensure that the length or bulk of the hair does not interferewith the proper wearing of the headgear. When wearing headgear,the hair on the sides will be styled close to the head in a manner soas not to protrude. Hair ornaments (such as combs, barrettes, etc.)utilized to hold the hair in place shall conform with the uniformand not distract from the uniform.

c. Wigs and hairpieces are permitted only if they conform to thestandards set forth in this regulation

Beards, Goatees, and Mustaches:

a. Beards and goatees are not allowed for Commissioned Facility Protection Officers.b. The face must be clean shaven while on duty, with the exception ofauthorized mustaches and sideburns.c. Mustaches may be worn subject to the following guidelines:(1) Mustaches, if worn, will be short and neatly trimmed;(2) No portion of the mustache will extend lower than the toplip line of the upper lip;(3) Mustaches will not be beyond a horizontal line extendingacross the corners of the mouth; and(4) Mustaches that are curled on the end (handlebar) are notpermitted.d. Sideburns are subject to the following guidelines:(1) Sideburns will be neatly trimmed and the base will be aclean shaven horizontal line; and(2) Sideburns will not extend downward beyond the middle ofthe ear canal and will be of an even width (not flared).

Jewelry:

FPO's may wear watches; b. Rings may be worn provided they are only displayed on one (1)finger of each hand and no more than two (2) rings per finger; c. Necklaces may be worn provided that they are not visible; d. Bracelets shall not be worn, with the exception of standard medical alert bracelets; and e. Visible body piercing jewelry is prohibited while on duty except for earrings as set forth herein. 5. Earrings: a. Male FPO's shall not wear earrings while in uniform; and b. Female FPO's may wear only one (1) earring per ear on the lower lobe of the ear. Earrings worn by females shall be no larger than one quarter inch (1/4") in diameter, spherical in shape, and silver, gold or pearl in color. 6. Cosmetics worn by FPO's must be conservative both in appearance and application so as to project a professional appearance and not cause a distraction to the public or co-workers. False eyelashes are prohibited. Some employees, guests, and tenants are allergic to the chemicals in perfumes and makeup. Members shall wear these substances with restraint.

Fingernails:

a. Fingernails shall be clean and neatly trimmed; the length offingernails shall be such that they do not interfere with theperformance of duties;b. Fingernail polish, if worn, shall be a French manicure in neutralcolors, clear polish or neutral colors that do not distract from thewearing of the uniform. Fingernail polish shall not be worn by male uniformed FPO's while on duty; andc. Ornaments or stick-ons are prohibited on the fingernails. Only one(1) color of polish may be worn except when wearing the Frenchmanicure.

Tattoos or brands shall not be visible while on duty.

TRAINING GUIDE

Refer to:

Attachment F - Training Guide.pdf

Attachment F

MINIMUM CURRICULA REQUIREMENTS

1. Firearms - ……FPO 24 hours.
Departmental & POST Approved Instructor-TCA 4-3-20 Section 2D
NRA-Post Certified Instructor-TN Handgun Permit Instructor

(i) Weapons safety, nomenclature and maintenance.
(ii) For handguns, stances and firing positions to include: Kneeling, standing, prone, off-hand, barricade, one- and two-hand grip.
(iii) Double or single action (depending upon Department approved weapon)
(iv) Fifty (50) rounds.
(v) Shall not be fired beyond 25 yards.
(vi) Student must demonstrate a proficiency of at least 75% both during day and darkness on all weapons issued or authorized by student's department.
(vii) Demonstrate a proficiency of at least 75% on a stress exertion course which has a laterally moving target.

2. Emergency Medical Training …FPO 4 hours
Departmental & POST Approved Instructor-TCA 4-3-20 Section 2D
Basic First Aid and CPR; infectious diseases; pathogens.
Airborne and blood pathogens

3. Patrol Procedures …..……FPO 20 Hours
Departmental & POST Approved Instructor-TCA 4-3-20 Section 2D
Officer survival ……..... FPO 8 Hours
Crime in Progress…….…….FPO 4 Hours
Crime scene and evidence protection and gathering to
include chain of evidence…….……. FPO 2 Hours
Communication Procedures……..... FPO 2 Hours
Crisis intervention (domestic disputes)……..FPO 2 Hours

4. Interpersonal Communications…FPO 4 Hours
Departmental & POST Approved Instructor-TCA 4-3-20 Section 2D
Interview victims …….....FPO 2 Hours
Police citizen contacts……FPO 2 Hours

5. Physical Defense Tactics……FPO 8 Hours
Departmental & POST Approved Instructor-TCA 4-3-20 Section 2D
Suspect control……..….....FPO 2 Hours
Various unarmed self- defensive tactics……FPO 4 Hours
Control of the emotionally disturbed…...….. FPO 2 Hours

6. Criminal and Constitutional Law and procedures……..FPO 14 Hours
Departmental & POST Approved Instructor-TCA 4-3-20 Section 2D
Restraint of police powers vs. citizens as dictated by court decisions in the area of the 1st, 4th, 5th, 6th, 8th, and 14th Amendments…….…….. FPO 8 Hours
Civil liability of Police……..……FPO 2 Hours
Criminal offenses and local ordinances(where applicable)……..FPO 4 Hours

7. Written Communications hours...FPO 2 Hours
Departmental & POST Approved Instructor-TCA 4-3-20 Section 2D
Police reports (all types)……..... FPO 2 Hours

8. Human Relations ……..FPO 2 Hours
Departmental & POST Approved Instructor-TCA 4-3-20 Section 2D
Domestic terrorism…….……..FPO 2 Hours

9. Criminal Justice System……FPO 4 Hours
Departmental & POST Approved Instructor-TCA 4-3-20 Section 2D
Role of Courts……..…….FPO 2 Hours
Role of various police agencies…….……FPO 1 Hour
Role of correctional system…….. FPO1 Hour

10. 40 Hours of In-Service Training-Each Year.

11. 24 Hours of TDOSHS training prior to assuming post assignment within State of Tennessee Facilities.

PEACE OFFICER STANDARDS AND TRAINING COMMISSION

CONFIRMATION OF MEDICAL EXAMINATION

Refer to:

Attachment G- MedicalExamination.pdf

TENNESSEE
PEACE OFFICER STANDARDS AND TRAINING COMMISSION

CONFIRMATION OF MEDICAL EXAMINATION

(To be completed by a licensed medical examiner)

OFFICER:_____SSN:_____

AGENCY:_____

TO THE HEAD OF LAW ENFORCEMENT AGENCY

This form should be presented to the medical examiner for the purpose of police officer certification. Upon completion of physical evaluation, the examiner should sign the appropriate statement and this form should be returned to the law enforcement agency. This form should then be attached to the Application for Certification – Police Officer, and should be forwarded to the POST Commission.

TO THE MEDICAL EXAMINER

Pursuant to Tennessee Code Annotated, Section 38-8-106, applicants for police certification must have passed a physical examination by a licensed physician or a nurse practitioner or physician assistant, so long as the task is expressly included in the written protocol developed jointly by the supervising physician and the nurse practitioner or physician assistant, whichever is applicable, setting forth the range of services that may be performed by the nurse practitioner or physician assistant. Upon completion of evaluation, please sign the appropriate statement and return this document to the law enforcement agency.

CONFIRMATION STATEMENT OF ATTENDING PHYSICIAN

I have performed a medical examination and find that this officer is:

☐ PHYSICALLY FIT – This person is physically fit within reasonable degree of medical certainty.

☐ NOT PHYSICALLY FIT – This person is not physically fit for the following reasons:

_____

_____

_____

Comment: _____

_____

_____ (Signature of Medical Examiner)

_____ (Street Address)

_____ (Date)

_____ (Telephone)

_____ (City/State)

RDA #1494
IN-1778 10/4/13