



STATE OF TENNESSEE
SECRETARY OF STATE

**REQUEST FOR PROPOSALS # 30501-01721
AMENDMENT # 1
FOR SECURITY SERVICES**

DATE: November 17, 2020

RFP # 30501-01721 IS AMENDED AS FOLLOWS:

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

EVENT	TIME Central Time Zone	DATE
1. RFP Issued		October 28, 2020
2. Disability Accommodation Request Deadline	2:00 p.m.	November 2, 2020
3. Pre-response Conference and New Building Site Walk-through Note: Vendors must bring their own PPE: hard hat, safety glasses, orange or yellow construction vest. Long pants and closed-toe shoes are also required. Call Renee Register at 615-253-3462 for more information.	1:00-2:30p.m.	November 5, 2020
4. Notice of Intent to Respond Deadline	2:00 p.m.	November 6, 2020
5. Written "Questions & Comments" Deadline	2:00 p.m.	November 12, 2020
6. State Response to Written "Questions & Comments"		November 17, 2020
7. Response Deadline	2:00 p.m.	November 24, 2020
8. State Completion of Technical Response Evaluations		December 3, 2020
9. State Opening & Scoring of Cost Proposals	9:00 a.m.	December 4, 2020
10. State Notice of Intent to Award Released <u>and</u> RFP Files Opened for Public Inspection	2:00 p.m.	December 7, 2020
11. End of Open File Period		December 14, 2020
12. State sends contract to Contractor for signature		December 18, 2020
13. Contractor Signature Deadline	2:00 p.m.	December 28, 2020

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

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

RFP SECTION	PAGE #	QUESTION / COMMENT	STATE RESPONSE
		<p>1. Is the state providing the guard tour system or is that something that we need to provide?</p>	<p>The Library & Archives (the State) will provide the guard tour system.</p>
		<p>2. It was mentioned today that by the start of the contract, "Diggy" points would be in place. So if that's the case, are we required to use that system</p>	<p>The Deggy guard tour system is supplied and administered by TSLA personnel. The guard's responsibility is to carry the Deggy "stick" on rounds and touch the points around the site as assigned by TSLA personnel, on a schedule that is set by TSLA personnel, and posted in the Post Orders.</p>
		<p>3. Since Walden is the state's preferred vendor, could you tell me what state currently pays the Walden officers at comparable Nashville state locations. It will be difficult to provide an accurate estimate of cost without the current hourly wage at other comparable state locations as a base.</p>	<p>The State does not have "preferred" vendors. Walden is the current vendor at the current facility for the Library & Archives and this contract is independent of other State security contracts. The Library and Archives does not share current pricing information. See RFP Pro Forma Section A.6.ii. for minimum Security Guard and Security Guard Supervisor rates.</p>
		<p>4. The workweek for the site is Tuesday through Friday?</p>	<p>Please refer to section A.3. of the Pro Forma for service hours.</p>
		<p>5. Could you also verify the recognized state holidays'?</p>	<p>A list of current State Holidays can be found at the below link: https://www.tn.gov/about-tn/state-holidays.html</p>
		<p>6. Item B.17 requests references for three (3) completed projects. Since security services are typically on-going services (rather than projects) would three (3) current service contracts be appropriate?</p>	<p>Yes.</p>
		<p>7. The Proposed Cost sheet indicates both a Security Guard Supervisor and Account Manager position at</p>	<p>The contractor is responsible for providing competent personnel for the security services listed in the</p>

RFP SECTION	PAGE #	QUESTION / COMMENT	STATE RESPONSE
		<p>10 hours per week each. Since we cannot deviate from the requirements of the cost sheet, we would like to request a more traditional security services structure which would include a full-time supervisor position at 40 hours per week (HPW) along with the 24/7 Security Guard positions. Would this revised supervisor structure be acceptable?</p>	<p>RFP, including associated administrative and supervisory support. Supervisors and Account Managers are expected to be available as needed but not onsite. The contractor should decide whether or how much to charge for support services and include that information in their response to the RFP. Home office support services may be proposed as \$0 if they are assumed to be included as part of the overall security guard service and pricing. RFP section 6.2 explains our evaluation parameters, including pricing.</p>
		<p>8. Will parking be available at no cost to the security officers?</p>	<p>Yes. Parking will be made available in the Library & Archives (the State) parking garage at no cost while guards are working.</p>
		<p>9. To assist the State of Tennessee in making comparisons between vendor pricing would you please provide the exact schedule of services – Hours Per Week (HPW) to include hours for security officer, security supervisor, and account manager?</p>	<p>Estimated number of hours for each cost description is included in RFP Attachment 6.3.</p>
		<p>10. Given that all new armed guard requests for the State are handled through the State Facility Protection Officer program, will the supervisor be required to be armed qualified as specified in A.5. on page 4 of the Pro Forma Contract?</p>	<p>In the event an armed guard is needed, the vendor would be required to adhere to current permits and licensing required by the State.</p>
A.7		<p>11. A.7. indicates that the contractor shall provide an account manager to be on-site during business hours. Are the on-site Account Manager hours considered additional hours above the specified hours or is the on-site Account Manager not billable and that cost should included in the overall bill rate?</p>	<p>An account manager should be available through the contractor's offices during business hours in case administrative needs such as billing and invoicing questions arise. The contractor should decide whether or how much to charge for support services and include that information in their response to the RFP. Home office support services may be proposed as \$0 if they are assumed to be included as part of</p>

RFP SECTION	PAGE #	QUESTION / COMMENT	STATE RESPONSE
			the overall security guard service and pricing. RFP section 6.2 explains our evaluation parameters, including pricing.
6.3		12. If a specific cost item is not included/required in this procurement does the State wish for all bidders to list proposed costs for that/those position(s)?	The respondent must respond to the Cost Proposal as presented without listing any additional items or costs. The respondent may enter a cost of \$0, but an amount must be present in the Cost Proposal form.
		13. Will the State require a physician's certification to meet the physical/medical/vision/hearing requirements for this procurement? If so, please specify the document or format required.	The State will work with the winning bidder to determine the best format for documentation of the physical requirements.
		14. What are the State's standard payment terms?	The State has a standard payment terms of Net 30.
		15. Is the State exempt from payment of State and local sales and use taxes?	The State is tax exempt and we can send a tax exempt certificate to the winning bidder.
		16. We note the State's background adjudication standards in various sections of the Pro Forma Contract. We assume those standards are intended to comply with Title VII of the Federal Civil Rights Act of 1964 which prohibits employment discrimination. In interpreting Title VII, EEOC Enforcement Guidance 915.002 (4/25/12) prohibits blanket exclusions based on a class of crime. The Guidance requires assessment of the facts and circumstances of a conviction to determine whether it truly renders a person unsuitable for the position for which he or she is intended. Can the sections cited below be revised as follows to achieve compliance with applicable law? <ul style="list-style-type: none"> - Contract Section A.4.d on page 3: Replace with the following - "Have no history of felony or misdemeanor convictions that render the 	The state will entertain limited redline negotiations that don't constitute a material change with the intended awardee after the open file period has ended. See RFP section 5.3.5.

RFP SECTION	PAGE #	QUESTION / COMMENT	STATE RESPONSE
		<p>officer unsuitable for the position for which he or she is intended. Contractor's determination regarding the suitability of any person for assignment at an State location shall be based on guidance provided by the U.S. Equal Employment Opportunity Commission regarding the use of criminal conviction and military discharge history in employment decisions which requires a weighing of (i) the nature and gravity of the offense; (ii) the time that has passed since the offense, or the employee's completion of any sentence given as a result of the offense; and (iii) the nature of the job held or sought."</p> <p>– Contract Section A.6.p on page 8: Replace with the following - "Ensure that no security personnel that have been convicted of a felony that renders such person unsuitable for the position for which he or she is intended are permitted to perform services under this Contract at any time during the term. Contractor's determination regarding the suitability of any person for assignment at a State location shall be determined in accordance with the criteria set forth in Section A.4.d above."</p>	
		<p>17. We assume that the Contractor's compliance with the fitness specifications in Contract Section A.4 on pages 3-4 is intended to be in accordance with applicable law, including the Americans with Disabilities Act ("ADA"). Can the specifications cited below be revised as follows to achieve compliance with applicable law?</p>	<p>The state will entertain limited redline negotiations that don't constitute a material change with the intended awardee after the open file period has ended. See RFP section 5.3.5.</p>

RFP SECTION	PAGE #	QUESTION / COMMENT	STATE RESPONSE
		<ul style="list-style-type: none"> - Contract Section A.4.e: Replace with the following - Be physically and mentally capable of performing all essential job duties, with or without reasonable accommodation." - Contract Section A.4.f.1: Delete in the entirety - Contract Section A.4.f.2; Contract Section A.4.f.3; Contract Section A.4.f.6; Contract Section A.4.f.7; and Contract Section A.4.f.8: Insert the phrase "To the extent job-related and consistent with business necessity" at the beginning of each section. - Contract Section A.4.f.5: Insert the phrase "to perform all essential job duties, with or without reasonable accommodation," after the word "fitness" on line 1. - Contract Section A.4.f.7: Insert the phrase "with or without a hearing aid" at the end of the section. 	
		<p>18. Can Contract Section C.2 on page 12 be revised to permit the Contractor to raise bill rates when and as needed to recoup increases in costs that are outside the Contractor's control by addition of the following paragraph?</p> <ul style="list-style-type: none"> - "Notwithstanding anything to the contrary, in the event that Contractor experiences an increase in its costs resulting from any increase, whether or not anticipated, in or resulting from: (1) Federal, state or local taxes, levies, or required withholdings imposed or assessed on amounts payable to and/or by Contractor hereunder or by or in respect of Contractor to its personnel; (2) Federal, state or local minimum wage rates, mandated paid time off and/or sick leave, changes in overtime wage regulations, 	<p>The state will entertain limited redline negotiations that don't constitute a material change with the intended awardee after the open file period has ended. See RFP section 5.3.5.</p>

RFP SECTION	PAGE #	QUESTION / COMMENT	STATE RESPONSE
		<p>uniform maintenance expenses or other required employee allowances, licensing fees, or wage, medical, welfare and other benefit costs under collective bargaining agreements; and/or (3) costs related to medical and/or welfare benefits and other requirements, including without limitation costs incurred by Contractor pursuant to applicable federal, state and/or local law, the billing rates set forth in each Work Authorization shall be increased by a percentage equal to the percentage increase in Contractor's costs resulting from the items set forth in this paragraph. Contractor will provide the State notice of such change in the billing rates. Notwithstanding anything to the contrary, Contractor may pass through the costs set forth in this paragraph to the State as incurred or accrued and the State shall pay Contractor for such costs."</p>	
		<p>19. Can Contract Section D.5 on page 15 be revised to give the Contractor the reciprocal right to terminate the Contract for convenience on 120 days' prior written notice to the State?</p>	<p>The state will entertain limited redline negotiations that don't constitute a material change with the intended awardee after the open file period has ended. See RFP section 5.3.5.</p>
		<p>20. Our company stands behind our security services and regularly accepts the obligation to indemnify clients for the comparative portion of any losses, costs or damages that are caused by the negligent acts or omissions of our personnel in the performance of security services under client agreements. Can Contract Section D.19 on pages 17-18 be revised as follows to reflect that standard?</p> <ul style="list-style-type: none"> - On line 4, replace the phrase "as a result of acts" with the phrase "to the extent such 	<p>The state will entertain limited redline negotiations that don't constitute a material change with the intended awardee after the open file period has ended. See RFP section 5.3.5.</p>

RFP SECTION	PAGE #	QUESTION / COMMENT	STATE RESPONSE
		injury or damage is caused by errors.”	
		<p>21. We note the provision in Contract Section D.32 for all deductibles and SIRs over \$50,000 to be approved by the State. Our company maintains insurance deductibles and retentions that have been determined as optimal for a company of our size and financial strength after careful review with our insurance advisors, and they cannot be eliminated or reduced with respect to a specific client. We have demonstrated to our insurers the financial ability to fund those deductibles and retentions over an extended period of time. Should the State require added security, we can provide the guaranty of our parent company of losses and expenses that fall within the SIRs and deductibles. Can the following be added after the word “State” on line 14?</p> <ul style="list-style-type: none"> – “Approval of self-insured retentions and deductibles shall not be unreasonably withheld upon Contractor’s demonstration of financial capacity to carry said deductibles and self-insured retentions. Should the State require added security, the State shall accept a financial guarantee of Contractor’s parent company guaranteeing payment of losses and related claims investigation, administration and defense expenses that fall within the policy self-insured retentions and deductibles.” 	The state will entertain limited redline negotiations that don’t constitute a material change with the intended awardee after the open file period has ended. See RFP section 5.3.5.
		<p>22. Our company routinely adds clients as additional insureds on our insurance policies, so long as our obligations are aligned with our indemnification obligations and limited to the specified insurance limits we have agreed to provide. Our blanket additional insured endorsement automatically covers any party we are required by written contract to cover as an</p>	The state will entertain limited redline negotiations that don’t constitute a material change with the intended awardee after the open file period has ended. See RFP section 5.3.5.

RFP SECTION	PAGE #	QUESTION / COMMENT	STATE RESPONSE
		<p>additional insured, to the extent set forth in such contract, without the necessity of expressly naming such party. Can Contract Section D.32.e be revised as follows to reflect those parameters?</p> <ul style="list-style-type: none"> - Insert the following before the word "occurrence" on line 4: "The State of Tennessee shall be included as additional insureds to the extent of the Contractor's indemnification obligations under Section D.19 of this Contract and up to the required insurance coverage amount." - On line 4, replace the word "name" with the word "include." - On line 5, insert the phrase "where required by written contract" after the word "basis" at the end of the sentence. 	

3. **RFP Amendment Effective Date.** The revisions set forth herein shall be effective upon release. All other terms and conditions of this RFP not expressly amended herein shall remain in full force and effect.