



**STATE OF TENNESSEE
DEPARTMENT OF GENERAL SERVICES
CENTRAL PROCUREMENT OFFICE**

**REQUEST FOR PROPOSALS
FOR
FACILITY PROTECTION SERVICES**

RFP #32110-22726

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1. INTRODUCTION

The State of Tennessee, Department of General Services, Central Procurement Office, hereinafter referred to as “the State,” issues 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 respondents an opportunity to do business with the state as contractors, subcontractors or suppliers.

1.1. Statement of Procurement Purpose

The Department of Safety and Homeland Security (“TDSHS”) is responsible for safeguarding State owned or leased assets, while providing a secure environment for visitors and State agencies to conduct business. In accordance with Tenn. Code Ann. § 4-3-2019 the Commissioner of Safety may appoint and commission peace officers as provided in this Section. These peace officers shall be hereinafter referred to as Facility Protection Officers (“FPO”). Any company licensed under Tenn. Code Ann. §§ 62-35-101 et seq. as a contract security company 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 FPOs. This RFP is designed to select one (1) Contractor to perform the aforementioned services in accordance with Tenn. Code Ann. § 4-3-2019.

The Tennessee Highway Patrol (THP) performs an exceptionally crucial role in support of TDSHS missions and is typically the first contact for visitors within a State facility. In this highly visible public-facing 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.

A listing of the current locations serviced under the current Facility Protection Services contract, the number of personnel and typical scheduled hours per week for each current location is provided as RFP Appendix 7.1.

1.1.2. Below is a summary of the current contract’s historical contract usage over a period of four (4) years:

Contract #73187
01/01/2022-12/31/2025
Total Number of Hours by Year

	2022	2023	2024	2025
Facility Protection Officer	124,122	193,494	228,494	301,314
Emergency Security Services	-	-	-	-
Supervisor	11,074	17,336	19,613	23,852
Contract Manager	1,920	2,304	2,088	2,240
Overtime Security Services	62	1,981	3,562	3,011

Contract #73187
01/01/2022-12/31/2025
Total Number of Vehicles by Year

	2022	2023	2024	2025
Vehicles	2	1	-	1

1.1.3 Below is a summary of estimated annual quantities for new lines on the contract being awarded under this RFP:

	2022	2023	2024	2025
Assistant Contract Manager	2,080	2,080	2,080	2,080
Recruiter and Quality Control Manager	2,080	2,080	2,080	2,080

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 must 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 #32110-22726

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:

Amber Lovell
Department of General Services
Central Procurement Office
3rd Floor WRS TN Tower

312 Rosa L. Parks Avenue
 Nashville, TN 37243
 615-741-1184
Amber.Lovell@tn.gov

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

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. It is encouraged for Respondents to submit bids digitally.
- 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: <https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/supplier-information/request-for-proposals--rfp--opportunities1.html>.
- 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:

Date/Time: Thursday, February 26, 2026, at 10:00 a.m. CST

Location: Microsoft Teams meeting

Join: <https://teams.microsoft.com/meet/2768301601926?p=eS0naG9y8l4vIBy0z3>

Meeting ID: 276 830 160 192 6

Passcode: 2Cf2a98c

Dial in by phone

+1 629-209-4396,,724588575# United States, Triune

[Find a local number](#)

Phone conference ID: 724 588 575#

Join on a video conferencing device

Tenant key: stateoftn@m.webex.com

Video ID: 112 978 594 7

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; and
- 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. 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		02/19/2026
2. Disability Accommodation Request Deadline	2:00 p.m.	02/24/2026
3. Pre-response Conference	10:00 a.m.	02/26/2026
4. Notice of Intent to Respond Deadline	2:00 p.m.	02/27/2026
5. Written "Questions & Comments" Deadline	2:00 p.m.	03/04/2026
6. State Response to Written "Questions & Comments"		04/17/2026
7. Response Deadline	2:00 p.m.	04/30/2026
8. State Completion of Technical Response Evaluations		05/26/2026
9. State Opening & Scoring of Cost Proposals		05/27/2026
10. Negotiations (Optional)		06/03/2026 – 06/10/2026
11. State Notice of Intent to Award Released <u>and</u> RFP Files Opened for Public Inspection	4:30 p.m.	06/11/2026
12. End of Protest Period		06/18/2026
13. State sends contract to Contractor for signature		06/22/2026
14. Contractor Signature Deadline	2:00 p.m.	06/25/2026

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 should duplicate and 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 correspond 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 Technical Response and Cost Proposal files meet all form and content requirements, including all required signatures, as detailed within this RFP.
- 3.2.2. A Respondent must submit their response as specified in one of the two formats below.

3.2.2.1. Digital Media Submission

3.2.2.1.1. Technical Response

The Technical Response document should be in the form of one (1) digital document in "PDF" format properly recorded on its own otherwise blank USB flash drive and should be clearly identified as the:

"RFP #32110-22726 TECHNICAL RESPONSE ORIGINAL"

and one (1) 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 USB flash drive clearly labeled:

"RFP #32110-22726 TECHNICAL RESPONSE COPY"

The customer references should be delivered by each reference in accordance with RFP Attachment 6.4. Reference Questionnaire.

3.2.2.1.2. Cost Proposal:

The Cost Proposal should be in the form of one (1) digital document in "PDF" or "XLS" format properly recorded on a separate, otherwise blank USB flash drive clearly labeled:

"RFP #32110-22726 COST PROPOSAL"

An electronic or facsimile signature, as applicable, on the Cost Proposal is acceptable.

3.2.2.2. E-mail Submission

3.2.2.2.1. Technical Response

The Technical Response document should be in the form of one (1) digital document in "PDF" format or other easily accessible digital format attached to an e-mail to the Solicitation Coordinator. Both the subject and file name should be clearly identified as follows:

"RFP #32110-22726 TECHNICAL RESPONSE"

The customer references should be delivered by each reference in accordance with RFP Attachment 6.4. Reference Questionnaire.

3.2.2.2.2. Cost Proposal:

The Cost Proposal should be in the form of one (1) digital document in “PDF” or “XLS” format or other easily accessible digital format attached to an e-mail to the Solicitation Coordinator. Both the subject and file name should be clearly identified as follows:

“RFP #32110-22726 COST PROPOSAL”

An electronic or facsimile signature, as applicable, on the Cost Proposal is acceptable.

- 3.2.3. For e-mail submissions, the Technical Response and Cost Proposal documents must be dispatched to the Solicitation Coordinator in separate e-mail messages. For digital media submissions, a Respondent must separate, seal, package, and label the documents and copies for delivery as follows:

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

“DO NOT OPEN... RFP #32110-22726 TECHNICAL RESPONSE FROM [RESPONDENT LEGAL ENTITY NAME]”

- 3.2.3.2. The Cost Proposal must be placed in a separate, sealed package that is clearly labeled:

“DO NOT OPEN... RFP #32110-22726 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 #32110-22726 SEALED TECHNICAL RESPONSE & SEALED COST PROPOSAL FROM [RESPONDENT LEGAL ENTITY NAME]”

- 3.2.3.4. Any Respondent wishing to submit a Response in a format other than digital may do so by contacting the Solicitation Coordinator.

- 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:

Amber Lovell
 Department of General Services
 Central Procurement Office
 3rd Floor WRS TN Tower
 312 Rosa L. Parks Avenue
 Nashville, TN 37243
 615-741-1184
Amber.Lovell@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.
- 3.3.9. This RFP is also subject to Tenn. Code Ann. § 12-4-101—105.

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 not 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. 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.

4.5. Insurance

The State will 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.

4.6. Professional Licensure and Department of Revenue Registration

4.6.1. 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.

4.6.2. 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.

4.6.3. 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. To register, please visit the Department of Revenue's Tennessee Taxpayer Access Point (TNTAP) website for Online Registration and the Vendor Contract Questionnaire. These resources are available at the following:

<https://tntap.tn.gov/eservices/#1>

4.7. Disclosure of Response Contents

- 4.7.1. All materials submitted to the State in response to this RFP shall become the property of the State of Tennessee. Respondents are cautioned not to provide any materials in response to this RFP that are trade secrets, as defined under Tenn. Code Ann. § 47-25-1702 and any other applicable law. By submitting a response to this RFP, the respondent acknowledges and agrees that the State shall have no liability whatsoever for disclosure of a trade secret under the Uniform Trade Secrets Act, as provided at Tenn. Code Ann. § 47-25-1701-1709, or under any other applicable law. 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.
- 4.7.2. The State will hold all response information, including both technical and cost information, in confidence during the evaluation process.
- 4.7.3. 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 Tenn. Code Ann. § 10-7-504(a)(7).

4.8. Contract Approval and Contract Payments

- 4.8.1. After contract award, the Contractor who is awarded the contract must submit appropriate documentation with the Department of Finance and Administration, Division of Accounts.
- 4.8.2. 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.
- 4.8.3. 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.
 - 4.8.3.1. 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 Effective Date or after the Contract Term.
 - 4.8.3.2. 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).
 - 4.8.3.3. 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.

4.9. **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.

4.10. **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, 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.

4.11. **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.

4.12. **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 Solicitation Coordinator will review the response and determine 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. Before Cost Proposals are opened, the Proposal Evaluation Team and the Solicitation Coordinator 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 or the Solicitation Coordinator identifies any Respondent that does not meet the responsive and responsible thresholds such that the team or the Solicitation Coordinator would not recommend the Respondent for Cost Proposal Evaluation and potential contract award, the team members or the Solicitation Coordinator 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 terms and conditions of a contract with the apparent best evaluated Respondent, the State reserves the right to bypass the apparent best evaluated Respondent and enter into terms and conditions 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 review the Proposal Evaluation Team determinations and scores for consideration along with any other relevant information that might be available and pertinent to contract award.
- 5.3.2. The Solicitation Coordinator will determine the apparent best-evaluated Response using the scoring provided by the Proposal Evaluation Team. To effect a contract award to a Respondent other than the one receiving the highest evaluation process score, the Solicitation Coordinator 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 terms and conditions or pricing negotiations 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 ATTACHMENT 6.1.**RFP #32110-22726 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 the RFP Attachment 6.6., *Pro Forma* Contract for the total Contract Term.
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.
10. The Respondent affirms the following statement, as required by the Iran Divestment Act Tenn. Code Ann. § 12-12-111: "By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to §12-12-106." For reference purposes, the list is currently available online at: <https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/library-/public-information-library.html>.

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 must attach evidence showing the individual's authority to bind the Respondent.

DO NOT SIGN THIS DOCUMENT IF YOU ARE NOT LEGALLY AUTHORIZED TO BIND THE RESPONDENT

SIGNATURE:

PRINTED NAME & TITLE:

DATE:

**RESPONDENT LEGAL ENTITY
NAME:**

RFP ATTACHMENT 6.2. — Section A

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 Solicitation Coordinator 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., <i>et. seq.</i>).	
		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 subcontractor) (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 (<i>e.g.</i> , 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 maintains a satisfactory business relationship with the financial institution. 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 (2) 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.	

RESPONDENT LEGAL ENTITY NAME:			
Response Page # (Respondent completes)	Item Ref.	Section A— Mandatory Requirement Items	Pass/Fail
	A.5	<p>Provide at least one of the following financial documents dated within the last three (3) months: (1) an official document or letter from an accredited credit bureau, indicating a satisfactory credit score for the Respondent (NOTE: A credit bureau report number without the full report is insufficient and will not be considered responsive); (2) income statement, indicating the Respondent's financial operations; or (3) balance sheet, showing the Respondent's assets (including total current assets), liabilities (including total current liabilities), and shareholder equity at a specific point in time.</p> <p>Any financial statement submitted in response to this Item A.5 must be for the Respondent's current operating period. If the statement shows a net loss for the period, in the case of an income statement, or a current ratio of less than 1.0, in the case of a balance sheet, the statement must be accompanied by a detailed explanation of the factors contributing to the net loss and/or sub 1.0 current ratio.</p> <p>NOTICE: All persons, agencies, firms, or other entities that provide opinions regarding the Respondent's financial status must be properly licensed to render such opinions. The State may require the Respondent to submit proof of such licensure detailing the state of licensure and licensure number for each person or entity that renders the opinions.</p>	
	A.6	<p>Provide a document certifying that Respondent has read, acknowledges, and, if awarded a contract pursuant to this RFP, agrees to comply with all of the requirements contained in Section D.32. of RFP Attachment 6.6., Pro Forma Contract. The document must be on Respondent's letterhead, and must be signed by an individual empowered to bind the Respondent to the provisions of this RFP and any resulting contract.</p>	
	A.7.	<p>Please confirm the Respondent has a manned physical location/facility for regional operation support in each of the Grand Divisions. (See Attachment L and Tenn. Code Ann. §§ 4-1-201 et seq. for lists of the Grand Divisions and the counties which comprise them.)</p> <p>Provide the physical address and the number of personnel at each of Respondent's locations</p>	
	A.8.	<p>Please provide a copy of the Respondent's valid Tennessee Contract Security Company License.</p>	
	A.9.	<p>Please confirm the Respondent has the capacity to provide all services under the Contract to the entire State of Tennessee. Please also confirm the Respondent will not subcontract any portion of all services within the scope of the Contract.</p>	
<p><i>State Use – Solicitation Coordinator Signature, Printed Name & Date:</i></p>			

RFP ATTACHMENT 6.2. — SECTION B

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, if applicable, of the person the State should contact regarding the response.
	B.2.	Describe the Respondent's form of business (<i>i.e.</i> , 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 <i>nolo contendere</i> 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.

RFP ATTACHMENT 6.2. — SECTION B (continued)

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	Item Ref.	Section B— General Qualifications & Experience Items
		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.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 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.
	B.15.	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 (d) 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.
	B.16.	Provide customer references in accordance with RFP Attachment 6.4.
		SCORE (for <u>all</u> Section B—Qualifications & Experience Items above): (maximum possible score = 15)

RFP ATTACHMENT 6.2. — SECTION B (continued)

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	Item Ref.	Section B— General Qualifications & Experience Items
<i>State Use – Evaluator Identification:</i>		

RFP ATTACHMENT 6.2. — SECTION C

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:					
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 the Respondent's understanding of the State's requirements and project schedule.		5	
	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.		5	
	C.3.	Provide a narrative that illustrates how the Respondent will manage the project, ensure completion of the scope of services, and accomplish required objectives within the State's project schedule.		5	
	C.4.	Provide a narrative describing how the Respondent has provided contracted police services in the past similar to the scope of this Contract.		25	
	C.5.	Provide a narrative describing the Respondent's experience in following regulations similar to those outlined in Section A.4. of the Pro Forma Contract.		15	
	C.6.	Provide a narrative describing the process your company proposes for creating the Security Manual and Resource Tool Book in coordination with the State.		25	
	C.7.	Provide a narrative describing your proposed contract transition plan for the following: 1) Phase-In 2) Phase-Out 3) Process for transitioning predecessor employees		25	
	C.8.	Provide a narrative describing your Company's current policies and procedures for Qualification of Personnel and how those will adhere to the requirements set forth in Section A.9 of the Pro Forma Contract.		25	
	C.9.	Please provide a narrative of your current policies and procedures on determinations, both favorable and non-favorable, and how those will adhere to the requirements set forth in Section A.9.d. et al. of the Pro Forma Contract.		25	

RFP ATTACHMENT 6.2. — SECTION C (continued)

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
	C.10.	Please provide a narrative of your current policies and procedures on documentation, including retention policies, organization, internal audit, etc. how those will adhere to the requirements set forth in Section A.11. of the Pro Forma Contract.		25	
	C.11.	Provide a narrative outlining and describing your steps for adhering to section A.13. of the Pro Forma Contract, Conduct of Contractor Personnel.		20	
	C.12.	Please provide brief resumes of the following Positions outlined in A.14. of the Pro Forma Contract, Key Personnel: 1) Contract Manager 2) Assistant Contract Manager 3) Recruiter and Quality Control Manager 4) Supervisor(s) 5) Training Instructor(s) 6) Weapons, Use of Force, Compliance Expert		25	
	C.13.	Provide a narrative outlining and describing your steps current policies and procedures on Quality Control, Quality Assurance, and Performance Evaluations as described in Section A.18. of the Pro Forma Contract.		20	
	C.14.	Provide a narrative outlining and describing your recruitment plan that addresses both initial implementation and ongoing continuity of services.		20	
	C.15.	Provide a narrative outlining and describing your current policy for carrying firearms while on duty.		25	
	C.16.	Provide a narrative detailing your approach to providing a Contingency and Continuity of Operations (COOP) Plan in accordance with Section A.7.d. of Pro Forma Contract.		5	
	C.17.	Provide a narrative outlining and describing your Training Plan in accordance with Section A.7.b. of Pro Forma Contract.		25	
	C.18.	Provide a narrative outlining and describing your current policy on handling formal complaints from various stakeholders (e.g. customer end users, the public, etc).		15	
	C.19.	Provide a narrative describing post tracking system in accordance with Section A.12.t. of Pro Forma Contract.		15	
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			X 55 (maximum possible score)	= SCORE:	
Maximum Possible Raw Weighted Score (i.e., 5 x the sum of item weights above)					

RFP ATTACHMENT 6.2. — SECTION C (continued)

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
<i>State Use – Evaluator Identification:</i>					
<i>State Use – Solicitation Coordinator Signature, Printed Name & Date:</i>					

RFP ATTACHMENT 6.3.**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	350,000	
Emergency Security Services	\$ / HR	100	
Supervisor	\$ / HR	35,000	
Contract Manager	\$ / HR	2,080	
Assistant Contract Manager	\$ / HR	2,080	
Recruiter and Quality Control Manager	\$ / HR	2,080	
Vehicle	\$ / PER VEHICLE	10	

RFP ATTACHMENT 6.3. (continued)

RESPONDENT LEGAL ENTITY NAME:			
Cost Item Description	Proposed Cost	State Use Only	
		Evaluation Factor	Evaluation Cost (cost x factor)
Overtime Security Services	\$ / HR	1,500	
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.			
$\frac{\text{lowest evaluation cost amount from all proposals}}{\text{evaluation cost amount being evaluated}}$		$\times 30$ (maximum section score)	= SCORE:
State Use – Solicitation Coordinator Signature, Printed Name & Date:			

REFERENCE QUESTIONNAIRE

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

The Respondent will be solely responsible for obtaining completed reference questionnaires as detailed below:

- Provide references from one (1) different persons who are not current State employees for projects similar in size and scope to the goods or services sought under this RFP.
- Respondents may provide references that represent active, current contracts or contracts completed within the last five (5) years.
- The individual providing a reference shall not be a current State employee.
- Obtain and submit the completed reference questionnaires following one of the two processes described below:

Option #1 – Written References:

- (a) Add the Respondent's name to the standard reference questionnaire at RFP Attachment 6.4. and make a copy for each reference.
- (b) Send a reference questionnaire and a new, standard #10 envelope to each reference.
- (c) Instruct the reference to:
 - (i) complete the reference questionnaire;
 - (ii) sign and date the completed reference questionnaire;
 - (iii) seal the completed, signed, and dated reference questionnaire within the envelope provided;
 - (iv) sign his or her name in ink across the sealed portion of the envelope; and
 - (v) return the sealed envelope 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.

Option #2 - Emailed References:

- (a) Add the Respondent's name to the standard reference questionnaire at RFP Attachment 6.4. and make a copy for each reference.
- (b) E-mail a reference questionnaire to each reference.
- (c) Instruct the reference to:
 - (i) complete the reference questionnaire;
 - (ii) sign and date the completed reference questionnaire;
 - (iii) E-mail the reference directly to the Solicitation Coordinator by the RFP Technical Response Deadline with the Subject line of the e-mail as "[Respondent's Name] Reference for RFP #32110-22726".

NOTES:

- The State will not accept late references or references submitted by any means other than the two which are described above, and each reference questionnaire submitted must be completed as required.
- The State will not review more than the number of references indicated above.
- While the State will base its reference check on the contents of the reference e-mails or 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.

RFP #32110-22726 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 and follow either process outlined below;

Physical:

- 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.

E-Mail:

- e-mail the completed questionnaire to:
Amber Lovell at Amber.Lovell@tn.gov

(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?**

RFP ATTACHMENT 6.5.

SCORE SUMMARY MATRIX

	<i>RESPONDENT NAME</i>	<i>RESPONDENT NAME</i>	<i>RESPONDENT NAME</i>
GENERAL QUALIFICATIONS & EXPERIENCE (maximum: 15)			
<i>EVALUATOR 1</i>			
<i>EVALUATOR 2</i>			
<i>EVALUATOR 3</i>			
<i>REPEAT AS NECESSARY</i>			
	AVERAGE:		AVERAGE:
TECHNICAL QUALIFICATIONS, EXPERIENCE & APPROACH (maximum: 55)			
<i>EVALUATOR 1</i>			
<i>EVALUATOR 2</i>			
<i>EVALUATOR 3</i>			
<i>REPEAT AS NECESSARY</i>			
	AVERAGE:		AVERAGE:
COST PROPOSAL (maximum: 30)	SCORE:		SCORE:
TOTAL RESPONSE EVALUATION SCORE: (maximum: 100)			

Solicitation Coordinator Signature, Printed Name & Date:

RFP #32110-22726 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.

Appendix 7.1.

Current Locations, Typical Schedule, and Hours per Week by Location

<u>POST Staffing</u>	
Facilities Assigned	55 (58 invoices w/Roving Supervisors & Multi-Tenant Buildings)
Total Current Contract Hours Per Week	7283 Per Week or 378,716 Per Year
Total Current Contract \$	\$297,647.78 (PW) or \$15,477,684.56 Per Year
FPO Hours	6487.5 Hours Per Week
Equivalent to \$ Regular FPO Rate \$39.73	\$257,748.38 (PW) or \$13,402,915.76 Per Year
Supervision Hours	755.5 Hours Per Week (HPW)
Equivalent to \$ Supervisor Rate \$49.91	\$37,707 (PW) or \$1,960,764 Per Year
Contract Manager	40 Hours Per Week
Equivalent to \$ Contract Manager Rate \$54.81	\$2,192.4 (PW) or \$114,004.8 Per Year
POST Requirement(s)	146
Number of Officers	183
Projected/ Upcoming	
<u>Nashville Region</u>	
Nashville Roving Supervisor (2)	
POST (1) 0800-1600 M-F	40 HPW
POST (2) 1200-2000 M-F	40 HPW
Total	80 HPW
WRS TN Tower (5) (312 Rosa Parks Blvd, Nashville)	
Contract Manager (1) 0800-1600 M-F	40 HPW
Dist. 3 – Supervisor (1) 0600-1800 M-F	60 HPW
Rover (2) 0600-1800 M-F	120 HPW
Total	220 HPW
ECD TN Tower (1) (312 Rosa Parks Blvd, Nashville)	
POST/Rover (1) 0800-1630 M-F	42.5 HPW
Total	42.5 HPW
R.S. Gass (1) (630 Hart Lane, Nashville)	
POST/Rover (1) 0700-1700 M-F	50 HPW
Total	50 HPW

Vital Records- Andrew Johnson (1) (710 James Robertson Pky, Nashville)	
POST/Rover (1) 0800-1600 M-F	40 HPW
Total	40 HPW
Hickory Hollow – Driver Service Center (DSC) (2) (2460 Morris Gentry Blvd, Antioch)	
POST/Rover (1) 0800-1800 M-F	100 HPW
Total	100 HPW
Hart Lane – Driver Service Center (DSC) (2) (624 Hart Lane, Nashville)	
POST/Rover (1) 0800-1800 M-F	100 HPW
Total	100 HPW
AG – John Sevier (1) (500 Dr. Martin Luther King Blvd, Nashville)	
POST/Rover (1) 0700-1800 M-F	55 HPW
Total	55 HPW
THP/ Legislature-Cordell Hull (6) (425 Rep John Lewis Way North, Nashville)	
Supervisor (1) 0700-1700 M-F	50 HPW
Fulltime POST (2) 0700-1700 M-F	100 HPW
Part time POST (3) (Session- Jan-May) 0700-1700 M-Th	200 HPW
Total	300 HPW
DHS Nashville (2) (227 French Landing)	
POST (2) 0730-1700 M-F	95 HPW
Total	95 HPW
Vehicle Patrol/ Garage, Nashville (4) (400 Harrison St, Nashville)	
POST (2) A & B Shifts 0600-1800	84 HPW
POST (2) A & B Shifts 0600-1800	84 HPW
Total	168 HPW
DOH Mainstream, Nashville (1) (665 Mainstream, Nashville)	
POST (1) 0800-1700 M-F	45 HPW
Total	45 HPW
HFC Mainstream, Nashville (1) (665 Mainstream, Nashville)	
POST (1) 0800-1700 M-F	45 HPW

Total	45 HPW
DOL French Landing, Nashville (1) (220 French Landing)	
POST (1) 0600-1800 M-F	60 HPW
Total	60 HPW
Polk Building (1) (505 Deaderick Street, Nashville)	
POST (1) 0700-1700 M-F	50 HPW
Total	50 HPW
Museum Warehouse Nashville (4) (801 R.S. Gass Blvd, Nashville)	
POST (2) A & B Shifts 0600-1800	84 HPW
POST (2) A & B Shifts 1800-0600	84 HPW
Total	168 HPW
Ellington Agriculture (1) (Porter Lab- 436 Hogan Road, Nashville)	
POST (1) 0700- 1700 M-F	50 HPW
Total	50 HPW
State of TN Museum (6) (1000 Rosa A Parks Blvd, Nashville)	
POST (3) Dispatch/ Monitor 24/7	504 HPW
POST (1) Supervisor (On Duty 0900-1800 7 Days)	63 HPW
POST (2) Rovers	
Tuesday 0900-1800	18 HPW
Wednesday 0900-1800	18 HPW
Thursday 0900- 1800	18 HPW
Friday 0900- 1800	18 HPW
Saturday 0900-1800	18 HPW
Sunday 1200-1800	12 HPW
Total	669 HPW
DHS Lebanon (Wilson County) (2) (155 Ledgens Drive, Suite G, Lebanon)	
POST (2) 0730-1700 M-F	95 HPW
Total	95 HPW
DHS Murfreesboro (Rutherford County) (2) (1711 B Old Fort Parkway, Murfreesboro)	
POST (2) 0730-1700 M-F	95 HPW
Total	95 HPW
DHS Gallatin (Sumner County) (2) (393 Maple Street, Suite 200, Nashville)	
POST (2) 0730-1700 M-F	95 HPW

Total	95 HPW
DHS Clarksville (Montgomery County) (2) (200 Chesapeake Lane, Clarksville)	
POST (2) 0730-1700 M-F	95 HPW
Total	95 HPW
TRC (6) (460 9th Avenue, Smyrna)	
POST (5) With 24/7 Coverage	200 HPW
POST (1) Supervisor	40 HPW
Total	240 HPW
Capitol Monitoring Center (4) (500 Dr. Martin Luther King Blvd, Nashville)	
POST (2) A & B Shifts 0600-1800	84 HPW
POST (2) A & B Shifts 1800-0600	84 HPW
Total	168 HPW
Data Center North (4) (901 5th Avenue North, Nashville)	
POST (2) A & B Shifts 0600-1800	84 HPW
POST (2) A & B Shifts 1800-0600	84 HPW
Total	168 HPW
Data Center South (4) 92 Weakly Lane, Smyrna)	
POST (2) 0600-1800	84 HPW
POST (2) 1800-0600	84 HPW
Total	168 HPW
Department of Military-Symrna VTS(8) (618 Fitzhugh Blvd, Smyrna)	
Post (6) 24/7	252 HPW
Post (2) Supervisor on each rotation	84 HPW
Total	336 HPW
Department of Military-JFHQ-Houston Barracks (1) (3041 Sidco Drive, Nashville)	
Post (1) Supervisor 0600-1400 (7 Days a week)	56 HPW
Total	56 HPW
TWRA Nashville Headquarters (1) (5107 Edmondson Pike, Nashville)	
POST (1) 0800-1630	42.5 HPW
Total	42.5 HPW
Tennessee Board of Regents (1) (1 Bridgestone Parkway, Nashville)	
POST (1) 0700-1700	50 HPW

Total	50 HPW
MALETA Nashville (8) (Cockrill Bend Circle, Nashville)	
POST (4) A & B Shifts 0600-1800	168 HPW
POST (4) A & B Shifts 1800-0600	168 HPW
Total	336 HPW
<u>Knoxville Region</u>	
DCS- Knoxville (5) (2600 Western Avenue, Knoxville)	
POST (2) 0700-1500 M-F	80 HPW
POST (2) 1500-2300 M-F	80 HPW
Post (1) Supervisor 0800-1800 M-F	50 HPW
Total	210 HPW
DHS Maryville (Blount County) (2) (2010 Chilhowee Medical Park, Knoxville)	
POST (2) 0730-1700 M-F	95 HPW
Total	95 HPW
DHS Knoxville (Knox County) (2) (2700 Middlebrook Pike, Knoxville)	
POST (2) 0730-1700 M-F	95 HPW
Total	95 HPW
<u>Chattanooga Region</u>	
Bonny Oaks DSC Chattanooga- DMV (2) (6502 Bonny Oaks Drive, Chattanooga)	
POST (2) 0800-1800	100 HPW
Total	100 HPW
DHS Manchester (Coffee County) (2) (55 St. Bedes Drive, Manchester)	
POST (2) 0730-1700 M-F	95 HPW
Total	95 HPW
DHS Chattanooga (Hamilton County) (4) (5600 Brainerd Road, Chattanooga)	
POST (3) 0730-1700 M-F	142.5 HPW
POST (1) DHS Roving Supervisor 0800-1800 M-F	50 HPW
Total	192.5 HPW
<u>Cookeville Region</u>	
East Roving Supervisor (1)	
POST (1) 0730-1700	47.5 HPW
Total	47.5 HPW

DHS Woodbury (Cannon County) (2) (325 Bryant Lane, Woodbury)	
POST (2) 0730-1700 M-F	95 HPW
Total	95 HPW
DHS Cookeville (Putnam County) (2) (1843 Foreman Drive, Cookeville)	
POST (2) 0730-1700 M-F	95 HPW
Total	95 HPW
DHS McMinnville (Warren County) (2) (1200 Belmont Drive, McMinnville)	
POST (2) 0730-1700 M-F	95 HPW
Total	95 HPW
DHS Sparta (White County) (2) (620 C Roosevelt Drive, Sparta)	
POST (2) 0730-1700 M-F	95 HPW
Total	95 HPW
DHS Smithville (DeKalb County) (2) (715 Walker Drive, Smithville)	
POST (2) 0730-1700 M-F	95 HPW
Total	95 HPW
<u>Memphis Region</u>	
Memphis Roving Supervisor (1)	
POST (1) 0700-1800	55 HPW
Total	55 HPW
Shelby Drive DSC, Memphis (2) (3200 E. Shelby Drive, Memphis)	
POST (1) 0800-1800	100 HPW
Total	100 HPW
Summer Avenue DSC, Memphis (2) (5266 Summer Avenue, Suite 75, Memphis)	
POST (1) 0800-1800	100 HPW
Total	100 HPW
Bartlett DSC, Memphis (2) (6340 Summer Avenue, Memphis)	
POST (1) 0800-1800	100 HPW
Total	100 HPW

DHS FA Center, Winchester Road (2) (6941 Winchester Road, Memphis)	
POST/Rover (2) 0730-1700	95 HPW
Total	95 HPW
DHS FA Center, Stage Road (2) (4885 Stage Road, Memphis)	
POST/Rover (2) 0730-1700	95 HPW
Total	95 HPW
DHS FA Center, One Commerce (2) (40 South Main, Memphis)	
POST/Rover (2) 0730-1700	95 HPW
Total	95 HPW
DCS-Memphis-One Commerce (3) (40 South Main, Memphis)	
POST (2) 0800-1800	100 HPW
POST (1) Supervisor 0800-1800 M-F	50 HPW
Total	150 HPW
DOL One Commerce (1) (40 South Main, Memphis)	
POST/Rover (2) 0800-1630	42.5 HPW
Total	42.5 HPW
DCS-Memphis-1407 Union (2) (1407 Union Avenue, Memphis)	
Post (2) 1000 -1800 M-F	80 HPW
Total	80 HPW
National Civil Rights Musuem (4) (450 Mulberry Street, Memphis)	
POST (1) Supervisor 0800-1800 (7 days- Floor Officer)	70 HPW
POST (1) Dispatch/ Monitor 24/7	168 HPW
POST (2) Museum Floor Officers/ Entrance (7 Days)	140 HPW
Total	378 HPW
Jackson Region	
DOL Jackson (1) (225 Dr. Martin Luther King, Jackson)	
POST (1) 0800-1630	42.5 HPW
Total	42.5 HPW
Department of Military-AASF 3 (3) (2198 Westover Road, Jackson)	
POST (1) 24/7 M-F	168 HPW
Total	168 HPW

