

**CONTRACT #5**  
**RFS # 501.01-058**  
**FA # 08-22732**  
**Edison # 2054**

**Department of General Services**

**VENDOR:**  
**Murray Guard, Inc.**



STATE OF TENNESSEE  
DEPARTMENT OF GENERAL SERVICES

STEVEN G. CATES  
COMMISSIONER

BILL HASLAM  
GOVERNOR

**MEMORANDUM**

TO: Leni Chick, Fiscal Review Committee  
FROM: Tammy Robbins & Jenny Young, Department of General Services  
DATE: October 25, 2012  
SUBJECT: Non-Competitive Amendment Approval Request: Murray Guard, Inc.

Please see the attached amendment request, with accompanying documentation, submitted for review and approval by the Fiscal Review Committee. The Contractor, Murray Guard, Inc., was the best evaluated proposer as a result of RFP 501.01-058 and has been providing security services in the Knoxville area since 2007.

We apologize for the late submittal of this request. We were hopeful to have a new contractor in place by October 1, 2012, as a result of RFP #50101-00112. However, Walden Security ("Protester") filed a protest on August 15, 2012, causing a stay of the new contract award to G4S Secure Solutions (USA) Inc. ("G4S"). The protest was heard by the Central Procurement Office ("CPO") on September 27, 2012, which determined that the State would proceed with the contract award to G4S. The Protester has appealed the CPO's decision, and by letter dated, October 9, 2012, has requested a hearing before the Protest Committee.

Consequently, the Department of General Services is respectfully requesting approval of Amendment Two to extend the contract end date from November 30, 2012 to December 31, 2012. This contract extension is requested to allow sufficient time for the Protester's appeal to be heard before the Protest Committee.

Security services are essential to protect State employees, visitors, and properties; and, the incumbent, Murray Guard, is best able to provide these services during this unexpected transitional period. We greatly appreciate the Fiscal Review Committee's consideration of the safety issues involved and continued assistance in ensuring that there is not a lapse in the security services provided. Please contact us if you have any questions and thank you for your assistance with this matter.

Attachments: Exhibit A, Supplemental Documentation Form  
Exhibit B, Original Contract with Summary Sheet  
Exhibit C, Amendment One with Summary Sheet  
Exhibit D, Amendment Two with Summary Sheet  
Exhibit E, Non-Competitive Amendment Request  
Exhibit F, Rule Exception Request  
Exhibit G, Protester Letter of Appeal  
Exhibit H, Payments against Contract

**THE OFFICE OF SERVICES CONTRACTING**

312 ROSA L. PARKS AVENUE, 24TH FLOOR \* NASHVILLE, TENNESSEE 37243  
(615) 741-1298 \* (615) 253-7819 \* FAX: (615) 532-6257 \* WWW.TN.GOV/GENERALSERV/

Supplemental Documentation Required for  
Fiscal Review Committee

*Contact Name:	Jenny Young and Tammy Robbins	*Contact Phone:	(615) 741-1298/ (615) 253-7819		
*Original Contract Number:	FA08-22732	*Original RFS Number:	501.01-058		
Edison Contract Number: <i>(if applicable)</i>	2054	Edison RFS Number: <i>(if applicable)</i>			
*Original Contract Begin Date:	10/01/07	*Current End Date:	11/30/12		
Current Request Amendment Number: <i>(if applicable)</i>	Two				
Proposed Amendment Effective Date: <i>(if applicable)</i>	12/1/12				
*Department Submitting:	Department of General Services				
*Division:	Office of Services Contracting				
*Date Submitted:	10/25/12				
*Submitted Within Sixty (60) days:	No				
<i>If not, explain:</i>	This amendment request was not anticipated, as we hoped to have a new contractor in place by October 1, 2012, as a result of RFP # 50101-00112. However, Walden Security filed a protest, causing a stay of the new contract award to G4S. We thought that it was in the best interest of the State to Extend the current contract with the incumbent during this protest period.				
*Contract Vendor Name:	Murray Guard, Inc.				
*Current Maximum Liability:	\$5,097,976.12				
*Current Contract Allocation by Fiscal Year: <i>(as Shown on Most Current Fully Executed Contract Summary Sheet)</i>					
FY: 2008	FY: 2009	FY: 2010	FY: 2011	FY: 2012	FY
\$758,982.78	\$1,019,119.08	\$1,021,499.76	\$1,021,499.76	\$1,021,499.76	\$
*Current Total Expenditures by Fiscal Year of Contract: <i>(attach backup documentation from STARS or FDAS report)</i>					
FY: 2008	FY: 2009	FY: 2010	FY: 2011	FY: 2012	FY:2013
\$524,425.61	\$595,880.89	\$720,773.10	\$717,391.58	\$724,659.58	\$181,969.60 (pmts made through service performed in Aug 2012)
IF Contract Allocation has been greater than Contract Expenditures, please give			The actual service level has been less than the estimated (maximum contract liability) service		

Supplemental Documentation Required for  
Fiscal Review Committee

the reasons and explain where surplus funds were spent:		level. The unused contract allocation was not spent.	
IF surplus funds have been carried forward, please give the reasons and provide the authority for the carry forward provision:		There is no applicable carry forward provision to cite. The unspent allocation remains available to the contract. The contract is funded by interdepartmental funding which is earned by providing services to user state agencies.	
IF Contract Expenditures exceeded Contract Allocation, please give the reasons and explain how funding was acquired to pay the overage:		N/A	
*Contract Funding Source/Amount:	State:		Federal:
Interdepartmental:		X	Other:
If "other" please define:			
Dates of All Previous Amendments or Revisions: <i>(if applicable)</i>		Brief Description of Actions in Previous Amendments or Revisions: <i>(if applicable)</i>	
n/a			
Method of Original Award: <i>(if applicable)</i>		RFP	
*What were the projected costs of the service for the entire term of the contract prior to contract award?		The original maximum liability amount was \$5,097,976.12.	



Paym't	47	Sum Amount	Edison Contract ID	Vendor ID	Vendor Name	Type	PO ID	D.VOUCHER	Year
32101		\$0.60	000000000000000000000002054	0000000930	Murray Guard Inc	DFA	0000011289	00026750	2010
32101		\$3,412.80	000000000000000000000002054	0000000930	Murray Guard Inc	DFA	0000008836	00020262	2010
32101		\$3,602.40	000000000000000000000002054	0000000930	Murray Guard Inc	DFA	0000013347	00033926	2010
32101		\$3,602.40	000000000000000000000002054	0000000930	Murray Guard Inc	DFA	0000014236	00036555	2010
32101		\$3,792.00	000000000000000000000002054	0000000930	Murray Guard Inc	DFA	0000012415	00031416	2010
32101		\$3,792.00	000000000000000000000002054	0000000930	Murray Guard Inc	DFA	0000016836	00044884	2010
32101		\$3,949.92	000000000000000000000002054	0000000930	Murray Guard Inc	DFA	0000011890	00029339	2010
32101		\$3,981.60	000000000000000000000002054	0000000930	Murray Guard Inc	DFA	0000015767	00041297	2010
32101		\$4,360.80	000000000000000000000002054	0000000930	Murray Guard Inc	DFA	0000015029	00039410	2010
32101		\$4,563.48	000000000000000000000002054	0000000930	Murray Guard Inc	DFA	0000009774	00023132	2010
32101		\$4,842.60	000000000000000000000002054	0000000930	Murray Guard Inc	DFA	0000010793	00026749	2010
32101		\$8,216.00	000000000000000000000002054	0000000930	Murray Guard Inc	DFA	0000014236	00036553	2010
32101		\$8,591.25	000000000000000000000002054	0000000930	Murray Guard Inc	DFA	0000006568	00015420	2010
32101		\$8,721.60	000000000000000000000002054	0000000930	Murray Guard Inc	DFA	0000009774	00023129	2010
32101		\$8,721.60	000000000000000000000002054	0000000930	Murray Guard Inc	DFA	0000015767	00041300	2010
32101		\$8,832.20	000000000000000000000002054	0000000930	Murray Guard Inc	DFA	0000015029	00039411	2010
32101		\$8,974.40	000000000000000000000002054	0000000930	Murray Guard Inc	DFA	0000008050	00018371	2010
32101		\$8,974.40	000000000000000000000002054	0000000930	Murray Guard Inc	DFA	0000010793	00026751	2010
32101		\$9,100.80	000000000000000000000002054	0000000930	Murray Guard Inc	DFA	0000008836	00020265	2010
32101		\$9,116.60	000000000000000000000002054	0000000930	Murray Guard Inc	DFA	0000011890	00029335	2010
32101		\$9,227.20	000000000000000000000002054	0000000930	Murray Guard Inc	DFA	0000012415	00031418	2010
32101		\$9,227.20	000000000000000000000002054	0000000930	Murray Guard Inc	DFA	0000016836	00044881	2010
32101		\$9,385.20	000000000000000000000002054	0000000930	Murray Guard Inc	DFA	0000013347	00033923	2010
32101		\$15,420.80	000000000000000000000002054	0000000930	Murray Guard Inc	DFA	0000014236	00036554	2010
32101		\$15,926.40	000000000000000000000002054	0000000930	Murray Guard Inc	DFA	0000011890	00029336	2010
32101		\$16,558.40	000000000000000000000002054	0000000930	Murray Guard Inc	DFA	0000013347	00033930	2010
32101		\$16,684.80	000000000000000000000002054	0000000930	Murray Guard Inc	DFA	0000009774	00023133	2010
32101		\$16,684.80	000000000000000000000002054	0000000930	Murray Guard Inc	DFA	0000015767	00041299	2010
32101		\$16,811.20	000000000000000000000002054	0000000930	Murray Guard Inc	DFA	0000012415	00031417	2010
32101		\$16,811.20	000000000000000000000002054	0000000930	Murray Guard Inc	DFA	0000016836	00044886	2010
32101		\$16,937.60	000000000000000000000002054	0000000930	Murray Guard Inc	DFA	0000006568	00015424	2010
32101		\$17,064.00	000000000000000000000002054	0000000930	Murray Guard Inc	DFA	0000008836	00020263	2010
32101		\$17,316.80	000000000000000000000002054	0000000930	Murray Guard Inc	DFA	0000008050	00018369	2010
32101		\$17,332.00	000000000000000000000002054	0000000930	Murray Guard Inc	DFA	0000010793	00026750	2010













CY12-1579

# Rule Exception Request

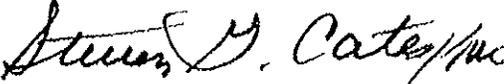
Route completed request, as one file in PDF format, via e-mail attachment sent to: [AgSprs.Agspr@sate.tn.us](mailto:AgSprs.Agspr@sate.tn.us)

APPROVED

*Jessica Roberts*  
Chief Procurement Officer

COMMISSIONER OF FINANCE & ADMINISTRATION

Request Tracking #	501.01-058	
1. Contract #	FA 08-22732 - Edison ID #2054	
2. Service Caption	Security Services - Knoxville	
3. Contractor	Murray Guard, Inc.	
4. Contract Period <i>(with ALL options to extend exercised)</i>	63 months	
5. Contract Maximum Liability <i>(with ALL options to extend exercised)</i>	\$ 5,097,976.12	
6. Rule <i>(for which the exception is requested)</i>	<input type="checkbox"/> 0620-3-3-.03(2)(a) OR 0620-3-3-.05 requiring compliance with relevant model guidelines (only if required by oversight authorities) <input type="checkbox"/> 0620-3-3-.05(5) requiring the prescribed Nondiscrimination contract provision <input checked="" type="checkbox"/> 0620-3-3-.07(5) prohibiting a contract term greater than five (5) years <input type="checkbox"/> 0620-3-3-.07(8) prohibiting a contract with a former state employee in within six (6) months of termination <input type="checkbox"/> 0620-3-3-.07(22) requiring contractor travel reimbursement in accordance with state travel regulations <input type="checkbox"/> OTHER <i>(cite the relevant rule below)</i>	
7. Explanation of Rule Exception Requested	<p>We anticipated having a new contractor in place by October 1, 2012; however, a protest was timely filed and therefore there has been a delay of the contract award. The protest was heard by the Central Procurement Office on September 27, 2012, which determined that the State would proceed with the contract award to G4S. The Protester has appealed the CPO's decision, and by letter dated October 9, 2012, has requested a hearing before the Protest Committee. As of the date of this request, the hearing date has not yet been set.</p> <p>In order to protect State property, employees, and visitors, it is important that there is not a lapse in security services. As the incumbent, Murray Guard, is in the best position to provide services during this transition period.</p>	

Request Tracking #	501.01-058
8. Justification	It is essential to maintain security services in Knoxville to protect all State property, employees, and visitors. As the Incumbent, the Murray Guard security guards are trained and familiar with the facilities and able to insure that there is not a lapse in coverage until the protest is resolved and the new contractor is able to begin providing services.
Agency Head Signature and Date <i>(contracting agency head or authorized signatory)</i>  10/18/12	

CY12-1580

# Non-Competitive Amendment Request

NOT required for a contract with a federal, Tennessee, or Tennessee local government entity or a grant.  
Route a completed request, as one file in PDF format, via e-mail attachment sent to: [Agsprrs.Agsprsr@state.tn.us](mailto:Agsprrs.Agsprsr@state.tn.us)

**APPROVED**

*Janice Roberts*  
Chief Procurement Officer

COMMISSIONER OF FINANCE & ADMINISTRATION

Request Tracking #	501.01-058	
1. Procuring Agency	Department of General Services	
2. Contractor	Murray Guard, Inc.	
3. Contract #	FA 08-22732	
4. Proposed Amendment #	Two (2)	
5. Edison ID #	2054	
6. Contract Begin Date	October 1, 2007	
7. Current Contract End Date <i>- with ALL options to extend exercised</i>	November 30, 2012	
8. Proposed Contract End Date <i>- with ALL options to extend exercised</i>	December 31, 2012	
9. Current Maximum Contract Cost <i>- with ALL options to extend exercised</i>	\$ 5,097,976.12	
10. Proposed Maximum Contract Cost <i>- with ALL options to extend exercised</i>	\$ 5,097,976.12	
11. Office for Information Resources Endorsement <i>- information technology service (N/A to THDA)</i>	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached	
12. eHealth Initiative Support <i>- health-related professional, pharmaceutical, laboratory, or imaging</i>	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached	
13. Human Resources Support <i>- state employee training service</i>	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached	
14. Explanation Need for the Proposed Amendment	<p>We anticipated having a new contractor in place by October 1, 2012; however, a protest was timely filed and the initial decision by the CPO has been appealed to the Protest Committee. Therefore, there has been a delay of the new contract award. In order to protect State property, employees, and visitors, it is important that there is not a lapse in security services. As the incumbent, Murray Guard, is in the best position to provide services during this transition period.</p>	

Request Tracking #	501.01-058
<p><b>15. Name &amp; Address of the Contractor's Principal Owner(s)</b>  <i>- NOT required for a TN state education Institution</i></p> <p>Gerald P. Ferguson, Jr., President  58 Murray Guard Drive  Jackson, TN 38305</p>	
<p><b>16. Evidence Contractor's Experience &amp; Length Of Experience Providing the Service</b></p> <p>Murray Guard, Inc. has been providing high quality, competitive security services since 1967. It was established by Jackson, Tennessee, attorney, state representative and humanitarian Roger Murray, Jr., and it has now become one of the largest independently owned security firms in the nation.</p>	
<p><b>17. Efforts to Identify Reasonable, Competitive, Procurement Alternatives</b></p> <p>RFP #50101-00112 released June 20<sup>th</sup>, 2012 was extremely competitive, with eight (8) proposals received; however, the award of the contract was stayed due to a protest.</p>	
<p><b>18. Justification</b> <i>- specifically explain why non-competitive negotiation is in the best interest of the state</i></p> <p>It is essential to maintain security services in Knoxville to protect all State property, employees, and visitors. As the incumbent, the Murray Guard security guards are trained and familiar with the facilities and able to insure that there is not a lapse in coverage until the protest is resolved and the new contractor is able to begin providing services.</p>	
<p><b>Agency Head Signature and Date</b> <i>- MUST be signed by the ACTUAL agency head as detailed on the current Signature Certification. Signature by an authorized signatory is acceptable only in documented exigent circumstances</i></p> <p> 10/18/12</p>	

# CHAMBLISS

1000 Tallan Building  
Two Union Square  
Chattanooga, TN 37402  
(423) 756-3000  
cbslawfirm.com

CHAMBLISS, BANNER & STOPHEL, P.C.

J. BARTLETT QUINN  
DIRECT DIAL (423) 757-0205  
DIRECT FAX (423) 508-1205  
bquinn@cbslawfirm.com

October 9, 2012

VIA ELECTRONIC MAIL - [toni.stuart@tn.gov](mailto:toni.stuart@tn.gov)

Toni L. Stuart, Staff Attorney  
Central Procurement Office of the State of Tennessee  
3rd Floor, WRS Tennessee Tower  
312 Rosa L. Parks Boulevard  
Nashville, TN 37243

Re: Protest of Walden Security - Solicitation No.: RFP 50101-00112 - Security Services - State of  
Tennessee, Knoxville Area

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Dear Ms. Stuart:

Walden Security received Michael F. Perry's final determination dated October 8, 2012. Walden Security does not agree with Mr. Perry's decision. Please allow this letter to serve as Walden Security's request for a hearing before the protest committee. In accordance with Tenn. Code Ann. § 4-56-103(5)(B), this request is being made within seven (7) days from the date of the Chief Procurement Officer's final determination.

Sincerely,



J. Bartlett Quinn

JBQ/TAE

cc: Sherry Whitby (via e-mail: [sherry.whitby@tn.gov](mailto:sherry.whitby@tn.gov))



## CONTRACT AMENDMENT

Agency Tracking # 501.01-058	Edison ID 2054	Contract # FA 08-22732	Amendment # 2		
Contractor Legal Entity Name Murray Guard, Inc.			Edison Vendor ID 0000000930		
Amendment Purpose & Effect(s) This amendment extends the contract end date from November 30, 2012 to December 31, 2012.					
Amendment Changes Contract End Date: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		End Date: December 31, 2012			
TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A):			\$ 0		
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2008			\$758,982.78		\$758,982.78
2009			\$1,019,119.08		\$1,019,119.08
2010			\$1,021,499.76		\$1,021,499.76
2011			\$1,021,499.76		\$1,021,499.76
2012			\$1,021,499.76		\$1,021,499.76
2013			\$255,374.98		\$255,374.98
TOTAL:			\$5,097,976.12		\$5,097,976.12
American Recovery and Reinvestment Act (ARRA) Funding: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO					
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.  <div style="text-align: center; font-family: cursive; font-size: 1.2em;">                     Ronald A. Plumb                 </div>			OCR USE		
Speed Chart (optional)		Account Code (optional)			

**AMENDMENT TWO  
OF CONTRACT FA 08-22732**

This Amendment is made and entered by and between the State of Tennessee, Department of General Services, hereinafter referred to as the "State" and Murray Guard, Inc., hereinafter referred to as the "Contractor." It is mutually understood and agreed by and between said, undersigned contracting parties that the subject contract is hereby amended as follows:

1. Contract section B. "Contract Term" is deleted in its entirety and replaced with the following:

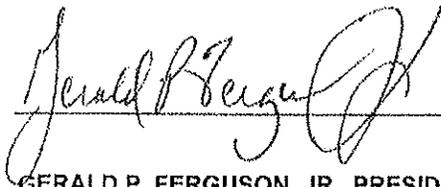
This Contract shall be effective for the period beginning October 1, 2007, and ending on December 31, 2012. The Contractor hereby acknowledges and affirms that the State shall have no obligation for services rendered by the Contractor which were not performed within this specified contract period.

Required Approvals. The State is not bound by this Amendment until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

Amendment Effective Date. The revisions set forth herein shall be effective December 1, 2012. All other terms and conditions of this Contract not expressly amended herein shall remain in full force and effect.

**IN WITNESS WHEREOF,**

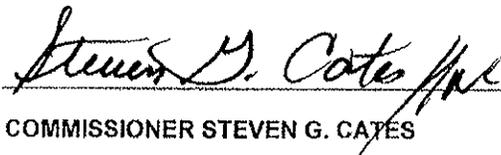
**MURRAY GUARD, INC.:**



GERALD P. FERGUSON, JR., PRESIDENT

10/18/12  
DATE

**DEPARTMENT OF GENERAL SERVICES:**



COMMISSIONER STEVEN G. CATES

10/18/12  
DATE



GENERAL ASSEMBLY OF THE STATE OF TENNESSEE  
FISCAL REVIEW COMMITTEE

320 Sixth Avenue, North – 8<sup>th</sup> Floor  
NASHVILLE, TENNESSEE 37243-0057  
615-741-2564

**Sen. Bill Ketron, Chairman**  
Senators

Douglas Henry                      Reginald Tate  
Brian Kelsey                        Ken Yager  
Eric Stewart  
Randy McNally, *ex officio*  
Lt. Governor Ron Ramsey, *ex officio*

**Rep. Curtis Johnson, Vice-Chairman**  
Representatives

Tommie Brown                      David Shepard  
Jim Coley                            Tony Shipley  
Charles Curtiss                      Curry Todd  
Johnny Shaw                         Mark White  
Charles Sargent, *ex officio*  
Speaker Beth Harwell, *ex officio*

**M E M O R A N D U M**

TO:                      Members of the Fiscal Review Committee

FROM:                  Senator Bill Ketron, Chairman  
                            Representative Curtis Johnson, Vice-Chairman

DATE:                  October 1, 2012

RE:                      Extension of the Department of General Services' (DGS) contract with  
                            Murray Guard, Inc. for security services in the Knoxville area

The Department has contacted Committee Staff regarding the extension of the above referenced contract for the provision of security services in the Knoxville area. It is our understanding that the Department issued an RFP on June 20, 2012, for these services. Walden Security, a vendor that bid on the RFP, filed a timely protest of the award to another vendor.

The current contract expires September 30, 2012. This contract meets the criteria for review and comment by Fiscal Review Committee (FRC). DGS submitted a *Rule Exception Request* to the Central Procurement Office for a contract term over five years and a *Non-Competitive Amendment Request* to extend the existing contract an additional two months, through November 30, 2012, in order to have time to resolve the RFP protest. The *Rule Exception Request* and the *Non-Competitive Amendment Request* were signed by the Commissioner on September 6, 2012. On September 26, 2012, the Department received a denial from the Comptroller's Office because the extension request was not approved by this Committee. The Department contacted FRC staff on September 26, 2012. The Committee does not meet again until October 15, 2012. However, we understand that, absent such an extension to provide security services, the safety of state

employees is at risk.

The Committee is greatly concerned for the safety of all state employees. But as you are aware, we are also concerned about recent actions by departments seeking Committee approval less than 60 days prior to the effective date of the contract or an amendment. In light of the Chief Procurement Office's role in procurement reform, the Committee looks to General Services to set the example of interdepartmental cooperation, transparency and open communication for other departments.

Given the current circumstances, we are agreeable to a contract extension until November 30, 2012, with the stipulation that the Department presents the resolution of this matter to the full Committee in November. Please let us know if you have any questions or need additional information on these issues.

cc: Steven Cates, Commissioner, Department of General Services  
Justin Wilson, Comptroller  
Jessica Robertson, Chief Procurement Officer

# Rule Exception Request

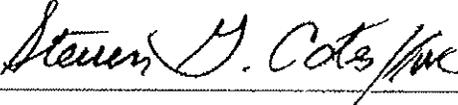
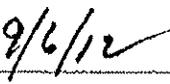
Route completed request, as one file in PDF format, via e-mail attachment sent to: [ARSDRS.ARSDRS@state.tn.us](mailto:ARSDRS.ARSDRS@state.tn.us)

**APPROVED**

*Jessica Robertson*

-COMMISSIONER OF FINANCE & ADMINISTRATION- *CAO*

Request Tracking #	501.01-058		
1. Contract #	FA 08-22732 – Edison ID #2054		
2. Service Caption	Security Services - Knoxville		
3. Contractor	Murray Guard, Inc.		
4. Contract Period <i>(with ALL options to extend exercised)</i>	62 months		
5. Contract Maximum Liability <i>(with ALL options to extend exercised)</i>	\$ 5,097,976.12		
6. Rule <i>(for which the exception is requested)</i>	<input type="checkbox"/> 0620-3-3-.03(2)(a) OR 0620-3-3-.05 requiring compliance with relevant model guidelines (only if required by oversight authorities) <input type="checkbox"/> 0620-3-3-.05(5) requiring the prescribed Nondiscrimination contract provision <input checked="" type="checkbox"/> 0620-3-3-.07(5) prohibiting a contract term greater than five (5) years <input type="checkbox"/> 0620-3-3-.07(8) prohibiting a contract with a former state employee in within six (6) months of termination <input type="checkbox"/> 0620-3-3-.07(22) requiring contractor travel reimbursement in accordance with state travel regulations <input type="checkbox"/> OTHER <i>(cite the relevant rule below)</i>		
7. Explanation of Rule Exception Requested	We anticipated having a new contractor in place by October 1, 2012; however, a protest was timely filed and therefore there has been a delay of the contract award. In order to protect State property, employees, and visitors, it is important that there is not a lapse in security services. As the incumbent, Murray Guard, is in the best position to provide services during this transition period.		

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Agency Head Signature and Date <i>(contracting agency head or authorized signatory)</i>   	

CY12-1484

## Non-Competitive Amendment Request

NOT required for a contract with a federal, Tennessee, or Tennessee local government entity or a grant.

Route a completed request, as one file in PDF format, via e-mail attachment sent to: [AGSprs.AGSprs@state.tn.us](mailto:AGSprs.AGSprs@state.tn.us)

APPROVED

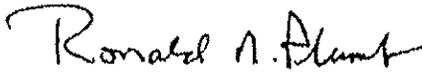


COMMISSIONER OF FINANCE &amp; ADMINISTRATION

Request Tracking #	501.01-058	
1. Procuring Agency	Department of General Services	
2. Contractor	Murray Guard, Inc.	
3. Contract #	FA 08-22732	
4. Proposed Amendment #	One (1)	
5. Edison ID #	2054	
6. Contract Begin Date	October 1, 2007	
7. Current Contract End Date - with ALL options to extend exercised	September 30, 2012	
8. Proposed Contract End Date - with ALL options to extend exercised	November 30, 2012	
9. Current Maximum Contract Cost - with ALL options to extend exercised	\$ 5,097,976.12	
10. Proposed Maximum Contract Cost - with ALL options to extend exercised	\$ 5,097,976.12	
11. Office for Information Resources Endorsement - information technology service (N/A to THDA)	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached	
12. eHealth Initiative Support - health-related professional, pharmaceutical, laboratory, or imaging	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached	
13. Human Resources Support - state employee training service	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached	
14. Explanation Need for the Proposed Amendment	<p>We anticipated having a new contractor in place by October 1, 2012; however, a protest was timely filed and therefore there has been a delay of the contract award. In order to protect State property, employees, and visitors, it is important that there is not a lapse in security services. As the incumbent, Murray Guard, is in the best position to provide services during this transition period.</p>	
15. Name & Address of the Contractor's Principal Owner(s)		

Request Tracking #	501.01-058
<p>-- NOT required for a TN state education institution</p> <p>Gerald P. Ferguson, Jr., President 58 Murray Guard Drive Jackson, TN 38305</p>	
<p>16. Evidence Contractor's Experience &amp; Length Of Experience Providing the Service</p> <p>Murray Guard, Inc. has been providing high quality, competitive security services since 1967. It was established by Jackson, Tennessee, attorney, state representative and humanitarian Roger Murray, Jr., and it has now become one of the largest independently owned security firms in the nation.</p>	
<p>17. Efforts to Identify Reasonable, Competitive, Procurement Alternatives</p> <p>RFP #50101-00112 released June 20<sup>th</sup>, 2012 was extremely competitive, with eight (8) proposals received; however, the award of the contract was stayed due to a protest.</p>	
<p>18. Justification -- specifically explain why non-competitive negotiation is in the best interest of the state</p> <p>It is essential to maintain security services in Knoxville to protect all State property, employees, and visitors. As the incumbent, the Murray Guard security guards are trained and familiar with the facilities and able to insure that there is not a lapse in coverage until the protest is resolved and the new contractor is able to begin providing services.</p>	
<p>Agency Head Signature and Date -- MUST be signed by the ACTUAL agency head as detailed on the current Signature Certification. Signature by an authorized signatory is acceptable only in documented exigent circumstances</p> <p><i>Steven D. Cotes/mc</i>      9/6/12</p>	



 <h2 style="text-align: center;">CONTRACT AMENDMENT</h2>					
Agency Tracking # 501.01-058		Edison ID 2054		Contract # FA 08-22732	
Contractor Legal Entity Name Murray Guard, Inc.				Amendment # 1	
Edison Vendor ID 000000930					
Amendment Purpose & Effect(s) This amendment extends the contract end date from September 30, 2012 to November 30, 2012.					
Amendment Changes Contract End Date: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO				End Date: November 30, 2012	
TOTAL Contract Amount INCREASE or DECREASE <u>per this Amendment</u> (zero if N/A): <span style="float: right;">\$ 0</span>					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2008			\$758,982.78		\$758,982.78
2009			\$1,019,119.08		\$1,019,119.08
2010			\$1,021,499.76		\$1,021,499.76
2011			\$1,021,499.76		\$1,021,499.76
2012			\$1,021,499.76		\$1,021,499.76
2013			\$255,374.98		\$255,374.98
TOTAL:			\$5,097,976.12		\$5,097,976.12
American Recovery and Reinvestment Act (ARRA) Funding: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO					
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.				OCR USE	
					
Speed Chart (optional)			Account Code (optional)		



**CONTRACT SUMMARY SHEET**

Exhibit B 070407

<b>RFS #</b>	<b>Contract #</b>
501.01-058	FA 08-22732

<b>State Agency</b>	<b>State Agency Division</b>
Department of General Services	Property Services Management

<b>Contractor Name</b>	<b>Contractor ID # (FEIN or SSN)</b>
Murray Guard, Inc.	C- or <input checked="" type="checkbox"/> V- 620784757-01

**Service Description:**  
Security Services Metropolitan Knoxville Area

<b>Contract BEGIN Date</b>	<b>Contract END Date</b>	<b>Subrecipient or Vendor?</b>	<b>CFDA #</b>
10/01/07	09/30/12	Vendor	

**Mark Each TRUE Statement**

<input checked="" type="checkbox"/> Contractor is on STARS	<input checked="" type="checkbox"/> Contractor's Form W-9 is on file in Accounts
--	--

<b>Allotment Code</b>	<b>Cost Center</b>	<b>Object Code</b>	<b>Fund</b>	<b>Funding Grant Code</b>	<b>Funding Subgrant Code</b>
501.01	various	076	84		

FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2008			\$ 758,982.78		\$ 758,982.78
2009			\$ 1,019,119.08		\$ 1,019,119.08
2010			\$ 1,021,499.76		\$ 1,021,499.76
2011			\$ 1,021,499.76		\$ 1,021,499.76
2012			\$ 1,021,499.76		\$ 1,021,499.76
2013			\$ 255,374.98		\$ 255,374.98
<b>TOTAL</b>	\$ -	\$ -	\$ 5,097,976.12	\$ -	\$ 5,097,976.12

**COMPLETE FOR AMENDMENTS ONLY** — **State Agency Fiscal Contact & Telephone #**

<b>FY</b>	<b>Base Contract &amp; Prior Amendments</b>	<b>THIS Amendment ONLY</b>	<b>State Agency Fiscal Contact &amp; Telephone #</b>
			Ron Plumb 532-7272

**State Agency Budget Officer Approval**

*Ronald A. Plumb*

**Funding Certification** (certification required by T.O.A. §9-4-5113 that there is a balance in the appropriation from which the obligated expenditure is required to be paid that is not otherwise encumbered to pay obligations previously incurred)

<b>TOTAL</b>	\$ -	\$ -			
<b>End Date</b>					

**Contractor Ownership** (complete only for base contracts with contract # prefix FA or GR)

<input type="checkbox"/> African American	<input type="checkbox"/> Person w/ Disability	<input type="checkbox"/> Hispanic	<input type="checkbox"/> Small Business
<input type="checkbox"/> Asian	<input type="checkbox"/> Female	<input type="checkbox"/> Native American	<input checked="" type="checkbox"/> NOT Minority/Disadvantaged

**Contractor Selection Method** (complete for ALL base contracts — N/A to amendments or delegated authorities)

<input checked="" type="checkbox"/> RFP	<input type="checkbox"/> Competitive Negotiation*	<input type="checkbox"/> Alternative Competitive Method*
<input type="checkbox"/> Non-Competitive Negotiation*	<input type="checkbox"/> Negotiation w/ Government (ID, GG, GU)	

\* **Procurement Process Summary** (complete for Non-Competitive Negotiation, Competitive Negotiation, OR Alternative Method)

CONTRACT SUMMARY SHEET SUPPLEMENT							
Contract Number:							
Fiscal Year:		FY 2008					
Allotment Code	Cost Center	Object Code	Fund	Grant Code	Subgrant Code	CFDA #	Amount
FY 2008							
501.01	47002	076	84				\$273,233.80
	47003	076	84				\$242,874.49
	47008	076	84				\$242,874.49
FY 2009							
501.01	47002	076	84				\$366,882.87
	47003	076	84				\$326,118.11
	47008	076	84				\$326,118.10
FY 2010							
501.01	47002	076	84				\$367,739.91
	47003	076	84				\$326,879.92
	47008	076	84				\$326,879.93
FY 2011							
501.01	47002	076	84				\$367,739.91
	47003	076	84				\$326,879.92
	47008	076	84				\$326,879.93
FY 2012							
501.01	47002	076	84				\$367,739.91
	47003	076	84				\$326,879.92
	47008	076	84				\$326,879.93
FY 2013							
	47002	076	84				\$91,934.99
	47003	076	84				\$81,719.99
	47003	076	84				\$81,720.00
TOTAL							\$5,097,976.12

CONTRACT  
BETWEEN THE STATE OF TENNESSEE,  
DEPARTMENT OF GENERAL SERVICES  
AND  
MURRAY GUARD, INCORPORATED

BID ROOM

2007 SEP 20 AM 9:01

This Contract, by and between the State of Tennessee, DEPARTMENT OF GENERAL SERVICES, hereinafter referred to as the "State" and MURRAY GUARD, INCORPORATED hereinafter referred to as the "Contractor," is for the provision of security services at various buildings, grounds, and parking areas in the Metropolitan Knoxville area, as further defined in the "SCOPE OF SERVICES."

The Contractor is A FOR-PROFIT CORPORATION.

Contractor Vendor Identification Number: 620784757-01

Contractor Address: 58 Murray Guard Drive

Contractor Place of Incorporation or Organization: Jackson, Tennessee

**A. SCOPE OF SERVICES:**

A.1.a. The Contractor shall provide all service and deliverables as required, described, and detailed by this Scope of Services and shall meet all service and delivery timelines specified in the Scope of Services section or elsewhere in this Contract.

A.1.b. The Contractor will provide Security Services to the State at various buildings, grounds, and parking areas as specified in Attachment 2 of this contract. The services specified in Attachment 2 to this contract may be modified at the State's discretion as new posts are created and/or old posts are deleted in new or existing buildings as circumstances warrant. Additionally, the Contractor will provide additional officers in response to ad hoc security needs for special events or unforeseen requirements within 24 hours of notice by the State. For purposes of this contract, security shall include, but not be limited to, the following:

- a. Providing surveillance and control of ingress and egress to the specified buildings, grounds and parking areas;
- b. Visually checking employee badges upon entry;
- c. Directing non-badged individuals to sign in and verifying visitor signature and identity;
- d. Investigating criminal acts, incidents and accidents committed or occurring on State Property;
- e. Providing communication, cooperation, and assistance to law enforcement and investigating authorities having Federal, State and local jurisdiction, e.g., local Fire Department, Police Department, Sheriff's Department, Tennessee Highway Patrol, Tennessee Bureau of Investigation, and the Federal Bureau of Investigation;
- f. Monitoring of building fire and life safety features including orderly control of evacuations, drills and other exercises that instruct tenants and visitors about building safety; and
- g. Identifying and reporting to the appropriate Facility Administrator all existing or potential hazards, etc. A list of current Facility Administrators will be furnished at time of award.

Services that are to be performed by all Security Guards may include, but are not limited to, the following:

- 1) observing parking lot and building conditions;
- 2) offering special attention to proper vehicle parking and presence of parking stickers/insignia;
- 3) checking employee name badges and requiring all visitors sign in/out when entering/leaving buildings;
- 4) Detaining all visitors/contractors in lobby areas during non business hours until such time as a state employee escorts them to their destination inside the building and back to the lobby for the purpose of signing in/out;

- 5) Providing directions/information/assistance as to location within the buildings and any other additional activities that will support security and harmony for state employees or visitors while on State property;
- 6) Performing security related tasks as directed by the Facility Administrator.

Parking Lot Security Officers will be responsible for patrolling the parking lot located at 715 Locust St., Knoxville, Tennessee, and are to be observant of any area that could affect safety of employees or visitors and shall report same immediately to the Facility Administrator. Additionally, parking lot security officers will issue written warning tickets for vehicles being parked in areas designated as no parking areas, unauthorized vehicles in state parking lots, state parking permits not visible, state parking permits invalid, or vehicles illegally parked in reserved parking spaces. Parking lot posts, as specified in Attachment 2, may be added or deleted, at the State's discretion.

The Contractor shall develop and implement an emergency evacuation plan and security plan for all building(s) as specified in Attachment 2. All plans are subject to review and approval by the Department of General Services, Property Services Management Division.

A.2. Security officer and Supervisor qualifications:

A.2.a. Security officers and Supervisors assigned to work under this Contract shall be in good mental and physical health and capable of performing the assigned work. Officers and Supervisors shall possess binocular vision correctable to 30/30 (Snellen), and be free of color-blindness, have no more than a total of 270 decibel loss for both ears at 3,000; 4,000; and 6,000 HZ. Additionally, Security officers and Supervisors must meet the following physical qualifications:

1. Be free of any significant organic defect or systemic disease.
2. Bones, joints, and muscles must be free of any infirmity or condition that would prevent hand to hand personal defense and prolonged physical effort.
3. No defects which would disqualify from running or climbing over extended periods of time.
4. No recorded evidence of any personality disorders.

Security Officers and Supervisors assigned to this contract are required to pass a physical examination by a licensed physician, annually. The examination will include drug and alcohol testing. All completed physicals are to be submitted to the Department of General Services Chief Security Administrator's office within ninety (90) days of award of contract, and annually on the anniversary date of the contract award. The contractor will have ninety (90) days to submit the Physical documentation for all newly hired guard personnel who become employees under this contract. All costs for the initial and subsequent annual physical examinations will be the responsibility of the contractor.

Additionally, all Security officers must pass a Physical Fitness Test (PFT). The test will be administered before an officer is qualified to be assigned to this contract's scope of work and annually thereafter. The test will be conducted by the Contractor and written verification provided to the State upon successful completion. If an officer fails the physical or physical fitness test in subsequent years, he/she will be required to be retested within 60 days after the date of the failed test. If the officer fails either test for the second time, the officer will be removed from assignment from this contract until such time as the officer can successfully pass the physical and physical fitness test. The physical fitness testing standard will require that any potential officer be capable of walking or running a distance of 1 mile in ten(10) minutes or less. Potential officer must also be capable of ascending six(6) floors of stairs in five(5) minutes or less. The State reserves the right to administer the PFT to security officers and security officer supervisors, if it is deemed necessary to verify results.

A.2.b. Security officers and Supervisors assigned to work under this contract shall possess good communication skills, be literate in English to the extent of reading and understanding printed

regulations, written orders, training instructions and materials and be able to write complete, accurate reports as required. Officers and Supervisors are to maintain a neat, well-groomed, professional appearance and an alert, helpful, courteous attitude at all times. As the State addresses various security needs and systems through new technology, it will be required that officers and supervisors become proficient in working with computerized security management systems.

- A.2.c. All Contractor employees assigned to work in State facilities are expected to be accountable, responsible and able to meet unexpected situations in a calm, competent and professional manner. All officers assigned by the Contractor shall be presented to the Facility Administrator or a designated representative of the Facility Administrators office prior to being assigned to any post. The purpose of this presentation is to allow the State an opportunity to concur with the assignment of any person that the Contractor may present. When arriving for such presentation, the security officer candidate shall be in uniform identical to that which shall be worn during regular shift assignments.
- A.2.d. All Officers and Supervisors identified by the Contractor to perform under this contract shall possess at the time of contract performance, all personal licenses, permits, ratings, certifications, accreditations, and other personal credentials required by law, regulation, ordinance, or contract specification prior to starting work at any state facility, grounds, or parking lot. No security officer or supervisor shall be assigned to a post if he/she is under a pending license application. All Supervisors will be required to have all permits and licensing required by the State of Tennessee for Armed Security Officers in the event that service is required due to unforeseen circumstances which may arise. For the purposes of this contract, only the Commissioner of the Department of General Services can authorize the arming of Security Supervisors. Armed security service must be provided by the Contractor within one (1) hour of notification from the State. All Security officers shall be screened, trained, and licensed in accordance with local ordinance and Tennessee Code Annotated Title 62, Chapter 35, and Rule 0780-5-2 of the Division of Regulatory Boards in the Department of Commerce and Insurance. The State reserves the right to request that the Contractor shall add non-lethal weapons at some point during the course of the contract. The Contractor is responsible for insuring that background checks are completed, at no cost to the State, on all Contractor employees performing security duties under this contract. The Contractor screenings of Officers and Supervisors will include, as a minimum, a Tennessee Bureau of Investigation criminal background check, National Crime Information Center background check, a valid Tennessee State driver's license review, written verification of previous two (2) year's of employment, and written verification of at least three references. The cost of any additional background inquiries will also be borne by the Contractor. Contractor will maintain a folder at the central security post of each complex, which contains copies of the license of each guard and supervisor assigned. These copies will be made available to the State to verify compliance with State licensing requirements. Officers and supervisors working under this contract shall also have in their possession while on duty, a copy of their license.
- A.2.e. All Security Supervisors working under this contract must have and maintain current CPR certification, and be trained and qualified in the use of Automated External Defibrillators. Initial training and subsequent re-certification is the responsibility of the Contractor. The expiration of any certifications will result in the immediate removal of Security Supervisors from State owned and leased facilities. All Security Supervisors and Officers working under this contract shall have been actively employed providing security services within a period of two (2) to five (5) years preceding the effective date of this security contract, with experience in Military, Military Police, Law Enforcement, or licensed armed or unarmed security.
- A.2.f. Security officers must be 21 years of age or older, and hold a high school diploma or GED.
- A.3. Contractor Responsibilities and Requirements
- A.3.a. The Contractor must be licensed in accordance with the Tennessee Code Annotated Title 62-Chapter 35.

- A.3.b. The Contractor shall assign employees to the State's premises with the understanding that for the first 90 calendar days that assignment is considered probationary. During this probationary period the State may at its own discretion, require the contractor's employee be removed from the contract. On completion of the probationary period, the State will request removal of a contractor employee on a cause basis only.
- A.3.c. The Contractor shall ensure the following minimum rates are paid for Unarmed Security Officers working under this contract - \$12.00/hr regular pay, Unarmed Supervisors - \$15.50/hr regular pay, Armed Security Supervisors - \$18.00/hr regular pay.
- A.3.d. The Contractor shall develop, within two (2) weeks of contract award, a policy and procedures manual, i.e., post orders, and individual job duties for an efficient and effective security program for specified buildings, grounds and parking lots. The Manual/plan shall include methods of control, specified duties for the various shifts, and shall be subject to review and approval by the Facility Administrator. One (1) copy of the manual/plan will be made available at guard stations at all times, two (2) copies on file with the Facility Administrator's office, and one (1) copy on file with the Security Administrator's office.
- A.3.e. The Contractor shall ensure that the Security Officers are trained in all categories of the four(4) security disciplines: Prevention/Protection; Enforcement; Emergency Procedures; Special Equipment. Additionally, during the probationary period of any individual, the contractor shall provide on-the-job training as follows or as specifically appropriate to the type of services to be delivered. On-the-job training, as interpreted herein, is only conducted under the direct supervision of a qualified security officer (approved by the State) who has by practice and experience, a working knowledge of all of the State's procedures, and practices appropriate to the life safety and security matters of the site.

The Contractor must submit the training outline to the Department of General Services' Facility Administrator's Office at least ten (10) workdays prior to starting date and time for training. This outline must include date, time, and location of classes to be held. Report of training completion and score of the test must be given in the form of a written report upon completion of all required training, and shall be submitted by the Contractor to the General Services' Facility Administrator's Office within seven (7) working days after the completion of training.

All replacement officers shall meet the same training requirements, and the contractor shall be responsible to train new and replacement employees in the areas required. The Contractor shall have thirty (30) days to complete this training after hiring of replacement officers, and must notify the Department of General Services' Facility Administrator's Office or his/her representative in writing when training is completed.

The Facility Administrator, DGS Security Administrator, or their appointed representative is authorized to inspect, monitor and evaluate the conduct of all training procedures.

Each guard will be required to attend, and satisfactorily complete, the training curriculum.

The Contractor shall provide written evidence of the completion of such training, detailing the instruction matter covered and instruction periods in each specific area. The contractor is responsible for coordinating this instruction with shift supervisors to assure the required protection level is maintained at all times.

**Prevention /Protection**

- Patrol requirements;
- Communication system use and procedures;
- Use of vehicles;
- Hazard identification: initial action and reporting;
- Identification systems;
- Package screening procedures;

Traffic, Parking Control and Enforcement;  
Receiving dock operations and procedures;  
Response to fire and intrusion alarms and reports;  
Responsibilities of individual posts for timely intervention response to alarms and emergency situations;  
Specific escort requirements; and  
Appearance, bearing, and demeanor.

**Enforcement**

Techniques of handling confrontations with State employees, visitors and contractors;  
Techniques of handling normal business contacts with State employees, senior level executives, visitors, special guests and contractors;  
Specific post instructions;  
Enforcement responsibilities of State's procedures and regulations;  
Review of criminal law procedures regarding potential site confrontations;  
Documentation of and preservation of evidence;  
Limitations on search and seizure; and  
Proper report writing.

**Emergency Procedures**

Basic first aid practices;  
Evacuation practices;  
Bomb search practices; and  
Power failure practices.

**Special Equipment Training**

Operation of radio communications systems;  
Operation of Closed Circuit Television systems; and  
Operation of computerized alarm and access control systems.

- A.3.f. Contractor shall ensure that no security officer employed shall have been convicted of a felony. Any security officer determined to have been convicted of a felony shall not be allowed to serve on a post.
- A.3.g. The Contractor shall review and update as appropriate within thirty (30) days of contract start date, the existing Post Orders for each post in each facility. Post Orders shall include methods of control of ingress and egress; systems operations requirements; appropriate uniform wear; key telephone contact numbers; and other specified duties for the various shifts. Post Orders for newly established posts shall be developed and written within thirty (30) days of creation of the post. All Post Orders shall be submitted to the State for review and approval. One (1) copy of the Post Orders shall be kept in a binder at each post at all times; one (1) copy of all the Post Orders pertaining to all the posts within a facility shall be maintained and available to the Supervisor at all times; one (1) copy of each of the Post Orders for a facility shall be provided to the Facility Administrator and the DGS Security Administrator. All Post Orders shall be reviewed and updated annually or more often if there are significant changes to a post's procedures.
- A.3.h. The Contractor shall, within thirty (30) days of final approval of the Contract, coordinate with each Facility Administrator and with Property Services Management to review and update all disaster response plans for the various facilities. This will include all plans for evacuation and other responses to fire, civil disobedience, bomb threats, acts of God and/or other emergencies. One (1) copy of the plans shall be maintained in a binder at each guard post; one (1) copy shall be provided to the Facility Administrator for each facility, and; six (6) copies shall be provided to the Contract Administrator for further use by Department of General Services Security Administrator.
- A.3.i. The contractor shall furnish all appropriate uniforms, supplies and equipment necessary to perform the services required by this Contract (i.e., two-way radio equipment, security vehicles, identification tags, forms, registers, etc.). Security Officer and Supervisor uniforms shall present

a professional appearance. Appropriate company and position identification shall be plainly visible on all garments. All uniforms shall be consistent in color, design and appearance throughout all State facilities serviced under this Contract. The only acceptable footwear will be polished black shoes. Officers and Supervisors will remain in complete uniform at all times when on duty unless specifically authorized otherwise by the Facility Administrator. Alternate uniforms for special circumstances will be approved on a case by case basis by the Facility Administrator.

- A.3.j. The Contractor is liable for and will reimburse the State for any unauthorized long distance telephone calls made by any of the Contractor's employees on State owned telephones.
- A.3.k. The Contractor shall provide radio equipment as necessary to accomplish the security functions at each of the various facilities, grounds, and parking lots. This equipment must be compatible with devices currently in use by the Department of General Services. The Contractor shall maintain a sufficient number of extra compatible communication devices, batteries, chargers and other accessories to insure instant replacement for non-working units and to allow for immediate response to temporary ad hoc security requirements. Each Security Guard and Security Supervisor on duty shall be equipped with a compatible communication device with a common authorized frequency and have the ability to communicate clearly from within the Knoxville Metropolitan area, (approx. twenty (20) mile radius). In addition, three (3) other identical devices are to be supplied for use by the facility administrator so as to monitor security procedures, and respond immediately to security questions at their respective buildings.
- A.3.l. All equipment provided by the contractor is to be maintained by the contractor and the contractor shall have sole responsibility for the same. All such equipment shall be in good working order, and may be tested by the State to assure compliance. Equipment used on State property, may be stored on State property when not in use (i.e. overnight/weekends), if approved by the Facility Administrator, and shall be at a location determined by the Facility Administrator. The State is not responsible for the Contractor's equipment stored at State facilities. The transport of said equipment to the designated location is the responsibility of the Contractor.
- A.3.m. The Contractor is to provide security personnel to manage a specified number of shifts as designated for the performance of this contract agreement. The cost per guard hour will be invoiced to the State only for those persons who are physically located on State posts, and whose duties are used exclusively for the purpose of providing the security services specified herein. "Premium" time will be paid in excess of forty (40) hours on a weekly basis for any one individual only where the additional time was specifically requested and authorized by the Facility Administrator or designee and "regular" time as under forty (40) hours per person. The relating/receiving information to contract Security Company's office, preparation of attendance reports, payroll, and distribution of employment applications or the performance of other activities relating to the management or personnel administration of contract Security Company's business shall not be performed on State property. In the event any and or all post(s) are left unmanned due to absenteeism, sickness, accidents, etc., the security contractor is to have a maximum of sixty (60) minutes to provide qualified replacement guard(s) for all unmanned post(s). The Contractor shall provide a supervisor on-site for all building sites listed in Attachment Two. The supervisor shall be available to respond to requests by the Facility Administrator or contract security employees to make unexpected visits to facilities covered by this contract agreement, for the purpose of filling vacant posts, resolving personnel matters, and other unexpected situations in a professional manner. A supervisor shall be available twenty-four (24) hours per day, seven (7) days per week, and shall be able to arrive at any facility covered by this contract agreement within one (1) hour of being summoned. Maximum hours for a supervisor shall be 40 hours per week. The normal or routine schedule is to be determined by the Facility Administrator. Twenty-two (22) security officers for facilities and parking lot patrol will be required to adequately man all posts.

No security officer or supervisor assigned under this Contract shall perform duties in excess of eight (8) continuous hours without a minimum of twelve (12) hours off-duty rest time. Post shift hours may be extended, however, they will not exceed ten (10) continuous hours without a

minimum of fourteen (14) hours off-duty time. Parking Lot Security Post is the exception where the standard post hours are a twelve (12) hour shift. In time of emergency (e.g., natural disaster, terrorist attack, prolonged severe weather, etc.) and with the prior approval of General Services' Facility Administrator, this provision may be waived for the duration of the emergency. Only the Facility Administrator can authorize any changes to the aforementioned schedule of work hours.

\*\* Note - All lunch or meal breaks shall be deducted from the time charged and that coverage is to be provided.

- A.3.n. The contractor is expected to accept total responsibility and provide personal supervision for those persons within their employment. Security personnel are expected to be accountable/responsible and meet unexpected situations in a professional manner.
- A.3.o. The Contractor shall supply, install and maintain a computerized Watchman's Clock system (e.g., Deggy Guard Tour System or equivalent) which will consist of a hand held device which will read a bar code on a watch station, record the station and the time, at a minimum. The watch stations must be weatherproof. The hand held device will be capable of downloading the information to a computer and must be capable of storing at least 130 entries. The software must be able to retain at least seventy-two(72) hours worth of downloaded data and must be able to display the information by date or by station. A minimum of 90 stations will be needed for the various facilities to be serviced by this Contract.
- A.3.p. Within thirty (30) days of the contract start date, the Contractor shall develop and submit to the Facility Administrator for approval a plan and training schedule for all security personnel. Additionally, the Contractor will coordinate with the appropriate Facility Administrator to conduct orientation training sessions for all security personnel assigned to each building. Such orientation shall be at times determined by mutual agreement, but in no case will a guard or supervisor assume the duty in a facility for which he or she has not received the orientation training. It is requested by the State that all Security officers be trained so as to have an understanding of the building emergency plan, be capable of understanding messages from the building emergency alarm system, know how to set the alarm system, know proper procedures in the event of a building emergency, to have read and understand the overall security plan as developed and submitted by the security contractor, know procedures to notify state personnel after hours of any incident considered by the contractor to be an emergency, monitor and record building equipment readings, etc. (i.e. be capable of being in the facility alone and handle routine problems/ operations, and/or be capable of summoning assistance from contractor supervisor, according to predetermined plan if need arises). The Contractor will maintain complete written records of the training provided each guard and supervisor, and will make these records available to the State for verification upon request.

\*\*\* note \*\*\* until a security officer has been trained in accordance with security contractors training plan, such officer may not be assigned to a post. Cost of all training is to be borne by the security contractor.

The Contractor is responsible for maintaining a written record of this training for each individual guard and supervisor. These orientation sessions will be mandatory and will be held at no cost to the State. After orientations have been held for the Contractor's initial assigned staff, any new security personnel assigned to a facility, (including existing Contractor personnel being transferred from other posts in State facilities), shall be required to work a full shift with an experienced guard prior to assuming the post alone. The orientation shift will be at no cost to the State. The Contractor is required to maintain written records of this training also. All training records will be maintained and will be available for State review upon request. The contractor will schedule two days, sixteen (16) hours of remedial training every six(6) months for security officers and supervisors with the Property Services Management Physical Security Management Team. This remedial training will be at no cost to the State.

- A.3.q. All officers are to have a minimum of eight (8) hours total training on crowd psychology, management and control techniques, public relations, limited force ejection techniques, use of fire extinguishers, location of emergency equipment and personnel, emergency evacuation, and visual inspection and search techniques. The cost of this training shall be borne by the Contractor.
- A.3.r. The Contractor will be responsible for and provide necessary supervision for its employees assigned to work in State facilities. The Contractor will provide one Account Manager to oversee all posts in the various facilities. The Account Manager shall have, at a minimum, one-year experience in managing a single account, or multiple accounts totaling at least 1,500 hours weekly. The Contractor will provide the Account Manager with a vehicle, cellular telephone, radio and a pager. The Account Manager shall be on-site at a State facility covered under this contract during normal business hours to assist supervisors in the event of guard absenteeism. The Account Manager shall also be on-call during nights, weekends, and holiday hours to assist Supervisors, to make unexpected visits, to assist with guard absenteeism or incidents requiring supervisory oversight. If, under any circumstances a replacement guard does not show up for their assigned post or a guard has to leave the post for sickness or other emergency and a supervisor cannot be contacted to immediately cover said post then the Account Manager is to immediately be contacted and shall be responsible for continual coverage at the post. The Account Manager shall have the same qualifications as those required of a supervisor as stated in Section A.2. of the contract. If the Account Manager is not available or cannot be contacted each post will be supplied the telephone number and pager number or contact information for the Facility Administrator and the guard is to contact the Facility Administrator prior to leaving his post.
- A.3.s. The Contractor shall provide to the appropriate Facility Administrator the name, address, telephone number and date of birth of all security personnel (including but not limited to, officers, supervisors and managers) assigned to provide services to the State under this Contract. Additionally, the names, addresses and telephone numbers and pager numbers of the Regional Manager, Branch Manager and Account Manager assigned to this Contract shall also be provided to the Security Administrators office. At least one of the Contractor's managers must be available at all times to respond to any emergencies as deemed necessary by the Facility Administrator. All assigned personnel shall be subject to approval by the State. The State may disapprove an individual if the Contractor's investigation is incomplete or fails to provide evidence of the guard's suitability for performing guard duties specified herein. Contractor shall conduct initial background investigation, and reinvestigations of Security officers through Tennessee Bureau of Investigation, and the National Crime Information Center and provide findings to the Facility Administrator. Contractor will ensure that no security personnel employed under this contract shall have been convicted of a felony. Any security personnel determined to have been convicted of a felony shall not be allowed to serve on the post. Additionally, Contractor will provide the State with a form letter from the Department of Commerce and Insurance showing a list of all employees working under this contract with verification that licensing is still valid. This above action will be conducted prior to contract start date, and quarterly thereafter. The cost of personnel background inquiries will be borne by the Contractor.
- A.3.t. The Contractor will ensure that when Armed Security Supervisors carry regulation firearms; they shall abide by the regulations and procedures for their use by the State of Tennessee. Supervisors will only be armed in the event that service is required due to unforeseen circumstances which may arise. Only the Commissioner of the Department Of General Services, can authorize the arming of Security Supervisors. Armed guard service must be provided by the Contractor within one (1) hour of notification from the State. Firearms shall be a U.S. manufactured .38 Special revolver, holding six (6) shots or less, with a barrel length no longer than six (6) inches, or a semi-automatic handgun no larger than .40 caliber standard police type weapon. Armed security supervisors will qualify every six months with their duty weapons. Contractor will provide the State with documentation from a licensed qualified weapons instructor documenting successful weapon qualification. Those armed security supervisors who do not successfully qualify with their duty weapon will not be allowed to carry said weapon and will be

paid the hourly rate of an unarmed security supervisors until such time as they successfully complete weapon qualification training and documentation is presented to the State as proof. Modifications to firearms are not permitted with the exception of handgrips and sights.

- A.3.u. The Contractor will maintain appropriate Sign In/Sign out registers for their personnel, state employees and visitors/vendors. Such registers will be located and controlled at each post responsible for monitoring ingress/egress at each specified building. The registers will be filed daily with the appropriate Facility Administrator. The sign in/out registers for Security officers and Supervisors will be checked by the Facility Administrator and will become the State's basic documentation for confirmation of accuracy on billing invoices. The Contractor will also monitor and control garage and parking area access as appropriate to assure security for State employees and visitors. The Contractor will also lock and unlock various doors in facilities at times designated by the State.
- A.3.v. The Contractor will develop, with the State's approval, and utilize such forms and records as are necessary to meet the requirements of this Contract. Such forms and records may include but are not limited to the following: Shift Rosters, Visitor Registers, Incident Reports, Daily Shift Logs, Accident Reports, Daily Vehicle Mileage Logs, and Equipment Inventory Logs. Each Security Officer shall make entries in a log sheet, which will be furnished by the Contractor. Entries shall note the start and finish of shifts and breaks. The log sheet shall set forth any information pertinent to the security of the site including, but not limited to, the following conditions encountered during the Security officers' tour of duty:
1. Fire and safety hazards
  2. Thefts or attempted thefts
  3. Unnecessary waste of utilities
  4. Unsecured doors and windows
  5. Property damage of any kind
  6. Unsecured property, whether inside of outside
  7. Accidents of any kind
  8. Leaking gas, water or other substance
- A.3.w. At times other than normal State daily working hours (i.e., 8:00 a.m. to 4:30 p.m., Monday through Friday, excluding State observed holidays), security personnel may be required to receive and store miscellaneous deliveries, (e.g., UPS, FedEx, etc.) as deemed necessary by the appropriate Facility Administrator.
- A.3.x. Each security officer and supervisor shall log and report all unusual events during their shift. Officers and Supervisors are expected to take adequate measures based on Contractor's established and approved policies and procedures to protect the state's employees, visitors and properties and provide assistance in the event of any emergency situation.
- A.3.y. The Contractor shall provide marked vehicles equipped with emergency flashing lights and security company logo for use by vehicular roving guards. Use of such vehicle is intended to assure constant monitoring of all parking areas and provide quick response to all parking lot areas by Security Guards as needed. Note: It is intended that such vehicle shall be small, easily, and safely maneuvered in parking areas. The State reserves the right to specifically approve/disapprove such vehicle to be used by the security contractor.

Additionally, the Contractor may provide gas powered golf carts equipped with a emergency flashing light and security company logo, for providing parking lot patrol services. The Contractor will be responsible for ensuring the golf carts meet requirements for operation on streets in the Knoxville area. Guards assigned to operating motorized vehicles shall have a valid State of Tennessee driver's license.

A.4. Supervisor duties

- A.4.a. Upon arrival for duty, read all shift logs from the preceding shift or shifts, and record any incident requiring investigation/scrutiny. This should be done as soon as possible after arrival.
- A.4.b. Relate to state employees in a positive and courteous manner when questions are asked and cooperate with the contract services and Facility Administrators to resolve issues and obtain instructions and answers to questions as necessary.
- A.4.c. Monitor officers to insure that only state business is being conducted while they are on duty. Officers are not to conduct personal business or vendor business that does not relate to the State contract. The State will not pay for any costs that may be a result of contractor personnel conducting other than State business.
- A.4.d. Attend an informal staff meeting, with the Facility Administrator and the Custodial Supervisor, in the facility administrator's office to discuss and exchange information relating to the facilities. Staff meetings shall occur, upon award of the contract, and quarterly thereafter, unless otherwise needed.
- A.4.e. Fill any vacant posts either with substitute personnel or by the supervisor. \*note - excluding breaks or meals, when the supervisor fills a post not to exceed a maximum of two (2) hours per shift unless approved by the Facility Administrator, the hourly rate for officers will be charged and paid, and not the supervisor rate if the rates are different. Maximum hours for the supervisor will be forty (40) hours per week. Supervisor's normal or routine schedule is to be determined by the Facility Administrator.
- A.4.f. Assist all officers in the performance of their duties.
- A.4.g. Carry a telephone pager at all times and respond to any calls within one (1) hour maximum.
- A.4.h. Submit all forms utilized by the Contractor relating to State business to the Facility Administrators office daily and forms are to be separated/designated by date and incident.

A.5. State Requirements

- A.5.a. The State may require the Contractor to exclude from work such employees as it deems incompetent, careless, insubordinate, unsuitable, or otherwise objectionable, or whose continued employment in security is determined to be contrary to the public interest or inconsistent with the best interest of the State. This shall include but not be limited to the following:

- a. Falsifying documents
- b. Mishandling of weapons
- c. Infrequent patrolling procedures
- d. Loss, destruction, or irresponsible use of state equipment, or keys entrusted to its charge
- e. Unsatisfactory performance

Employees dismissed for cause or other reasons deemed necessary by the State, shall not be allowed to return, at a future date, to any posting at any facility covered by this contract.

- A.5.b. The State specifically reserves the right to approve or disapprove any person being assigned to a post, prior to assignment to any State post (new employees), and furthermore may withdraw approval which was previously granted based on actions of the security officer or upon learning of information about said officer that was not known prior to officer being assigned, and employment of the person in a State building would not be in the best interest of the State.
- A.5.c. Security stations (e.g., desks, chairs, telephones, etc.) shall be provided and designated by the

State to be occupied by the Contractor's employees.

- A.5.d. The State reserves the right to modify the types of vehicles used for roving patrols in the event of inclement weather conditions.
- A.5.e. The State is not responsible for the safekeeping and condition of stored equipment and will not be held responsible or liable for damage, theft, vandalism to said equipment while stored on State property.
- A.5.f. The State will not incur the cost for the six(6) month reoccurring remedial training for security supervisors, and security officers.
- A.5.g. The State will provide initial security officer orientation training at each of the facilities manned by security officers under this contract. Orientation training for security officers will not exceed three (3) hours and are not billable to the State.
- A.5.h. The State will provide the Account Manager with office space in one of the facilities, to include a desk, chair, and telephone.
- A.5.i. The State reserves the right to increase and/or decrease hourly service based on "cost per guard hour" as stated in section C.3. Additionally, the State reserves the right to add additional officers and service as circumstances warrant at the "cost per guard hour" as stated in section C.3.
- A.5.j. The State reserves the right to add additional buildings, or delete buildings as circumstances warrant. In this event the State reserves the right to increase and/or decrease hourly service based on "cost per guard hour" as stated in section C.3.

**B. CONTRACT TERM:**

This Contract shall be effective for the period commencing on October 1, 2007 and ending on September 30, 2012. The State shall have no obligation for services rendered by the Contractor which are not performed within the specified period.

**C. PAYMENT TERMS AND CONDITIONS:**

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed FIVE MILLION, NINETY-SEVEN THOUSAND, NINE HUNDRED SEVENTY-SIX DOLLARS AND TWELVE CENTS, (\$5,097,976.12). The Payment Rates in Section C.3 shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The Payment Rates include, but are not limited to, all applicable taxes, fees, overheads, profit, and all other direct and indirect costs incurred or to be incurred by the Contractor,

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with Payment Rates detailed in Section C.3. 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.

- C.2. Compensation Firm. The Payment Rates in Section C.3 and the maximum liability of the State under this Contract are firm for the duration of the Contract and are not subject to increase for any reason unless amended.

C.3. Payment Methodology. The Contractor shall be compensated based on the Payment Rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in Section C.1. The Contractor shall be compensated based upon the following Payment Rates:

Category	Year 1 10/01/07- 09/30/08 Payment Rate Per Hour	Year 2 10/01/08- 09/30/09 Payment Rate Per Hour	Year 3 10/01/09- 09/30/10 Payment Rate Per Hour	Year 4 10/01/10- 09/30/11 Payment Rate Per Hour	Year 5 10/01/11- 09/30/12 Payment Rate Per Hour
Account Manager - regular pay	\$19.72	\$19.72	\$19.72	\$19.72	\$19.72
Security Supervisor - regular pay	\$19.71	\$19.94	\$19.94	\$19.94	\$19.94
Security Supervisor - premium pay	\$28.21	\$28.44	\$28.44	\$28.44	\$28.44
Security Supervisor - Armed - regular pay	\$21.88	\$22.15	\$22.15	\$22.15	\$22.15
Security Supervisor - Armed - premium pay	\$31.76	\$32.02	\$32.02	\$32.02	\$32.02
Security Guard - Unarmed - regular pay	\$15.62	\$15.80	\$15.80	\$15.80	\$15.80
Security Guard - Unarmed - premium pay	\$22.20	\$22.38	\$22.38	\$22.38	\$22.38
Parking Lot Security Officer - regular pay	\$15.62	\$15.80	\$15.80	\$15.80	\$15.80
Parking Lot Security Officer - premium pay	\$22.20	\$22.38	\$22.38	\$22.38	\$22.38

*Handwritten notes:*  
 JPB  
 HTO  
 MDS/LAL  
 9/28/07

The Contractor shall not be compensated for travel time to the primary location of service provision.

The Contractor shall submit monthly invoices for completed work, in form and substance acceptable to the State with all of the necessary supporting documentation, prior to any payment. Such invoices shall, at a minimum, include the name of each individual, the individual's job title, the number of hours worked during the period, the applicable Payment Rate, the total compensation requested for the individual, and the total amount due the Contractor for the period invoiced.

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

C.5. Payment of Invoice. The payment of the invoice by the State shall not prejudice the State's right to object to or question any invoice or matter in relation thereto. Such payment by the State shall

neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the amounts invoiced therein.

- C.6. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, not to constitute proper remuneration for compensable services.
- C.7. Deductions. The State reserves the right to deduct from amounts which are or shall become due and payable to the Contractor under this or any Contract between the Contractor and the State of Tennessee any amounts which are or shall become due and payable to the State of Tennessee by the Contractor.
- C.8. Automatic Deposits. The Contractor shall complete and sign an "Authorization Agreement for Automatic Deposit (ACH Credits) Form." This form shall be provided to the Contractor by the State. Once this form has been completed and submitted to the State by the Contractor all payments to the Contractor, under this or any other Contract the Contractor has with the State of Tennessee shall be made by Automated Clearing House (ACH). The Contractor shall not invoice the State for services until the Contractor has completed this form and submitted it to the State.
- D. STANDARD TERMS AND CONDITIONS:
- D.1. Required Approvals. The State is not bound by this Contract or any amendment thereof until it is approved by the appropriate State officials in accordance with applicable Tennessee State laws and regulations.
- D.2. Modification and Amendment. This Contract may be modified only by a written amendment executed by all parties hereto and approved by the appropriate Tennessee State officials in accordance with applicable Tennessee State laws and regulations.
- D.3. Termination for Convenience. The State may terminate this Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the State. The State shall give the Contractor at least sixty (60) days written notice before the effective termination date. The Contractor shall be entitled to receive compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.4. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the State shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor.
- D.5. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, they shall contain, at a minimum, sections of this Contract below pertaining to "Conflicts of Interest," "Nondiscrimination," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.
- D.6. Conflicts of Interest. The Contractor warrants that no part of the total Contract 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 Contractor in connection with any work contemplated or performed relative to this Contract.

- D.7. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.8. Prohibition of Illegal Immigrants. The requirements of Public Acts of 2006, Chapter Number 878, of the state of Tennessee, addressing the use of illegal immigrants in the performance of any Contract to supply goods or services to the state of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.
- a. The Contractor hereby attests, certifies, warrants, and assures that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document as Attachment 1, hereto, semi-annually during the period of this Contract. Such attestations shall be maintained by the contractor and made available to state officials upon request.
  - b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the period of this Contract, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work relative to this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work relative to this Contract. Attestations obtained from such subcontractors shall be maintained by the contractor and made available to state officials upon request.
  - c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Said records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.
  - d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Public Chapter 878 of 2006 for acts or omissions occurring after its effective date. This law requires the Commissioner of Finance and Administration to prohibit a contractor from contracting with, or submitting an offer, proposal, or bid to contract with the State of Tennessee to supply goods or services for a period of one year after a contractor is discovered to have knowingly used the services of illegal immigrants during the performance of this Contract.
  - e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not either a United States citizen, a Lawful Permanent Resident, or a person whose physical presence in the United States is authorized or allowed by the federal Department of Homeland Security and who, under federal immigration laws and/or regulations, is authorized to be employed in the U.S. or is otherwise authorized to provide services under the Contract.
- D.9. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from

the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.

- D.10. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.11. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.12. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.13. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

The Contractor, being an independent contractor and not an employee of the State, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Contractor's employees, and to pay all applicable taxes incident to this Contract.

- D.14. State Liability. The State shall have no liability except as specifically provided in this Contract.
- D.15. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, strikes, epidemics or any other similar cause.
- D.16. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.17. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.
- D.18. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.19. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall

remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.

- D.20. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

**E. SPECIAL TERMS AND CONDITIONS:**

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.

- E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by facsimile transmission, by overnight courier service, or by first class mail, postage prepaid, addressed to the respective party at the appropriate facsimile number or address as set forth below or to such other party, facsimile number, or address as may be hereafter specified by written notice.

**The State:**

Timothy Edwards, Facility Administrator  
Department of General Services  
State Office Building, Suite 102  
531 Henley St  
Knoxville, Tennessee 37902  
[timothy.b.edwards@state.tn.us](mailto:timothy.b.edwards@state.tn.us)  
Telephone # 865-594-6667  
Fax # 865-594-5182  
Toll Free 1-888-509-9664

**The Contractor:**

Tom Beach, CPP, Vice President-Northern Region  
Murray Guard, Incorporated  
58 Murray Guard Drive  
Jackson, Tennessee 38305  
[tbeach@murrayguard.com](mailto:tbeach@murrayguard.com)  
Telephone # (800)238-3830  
FAX # (731)664-8619

All instructions, notices, consents, demands, or other communications shall be considered effectively given as of the day of delivery; as of the date specified for overnight courier service delivery; as of three (3) business days after the date of mailing; or on the day the facsimile transmission is received mechanically by the telefax machine at the receiving location and receipt is verbally confirmed by the sender if prior to 4:30 p.m. CST. Any communication by facsimile transmission shall also be sent by United States mail on the same date of the facsimile transmission.

- E.3. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

Contractor without the use of the State's information; or, disclosed by the State to others without restrictions against disclosure.

It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this Contract.

- E.9. Hold Harmless. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys for the State in the event such service is necessitated to enforce the terms of this Contract or otherwise enforce the obligations of the Contractor to the State.

In the event of any such suit or claim, the Contractor shall give the State immediate notice thereof and shall provide all assistance required by the State in the State's defense. The State shall give the Contractor written notice of any such claim or suit, and the Contractor shall have full right and obligation to conduct the Contractor's own defense thereof. Nothing contained herein shall be deemed to accord to the Contractor, through its attorney(s), the right to represent the State of Tennessee in any legal matter, such rights being governed by *Tennessee Code Annotated*, Section 8-6-106.

- E.10. Tennessee Consolidated Retirement System. The Contractor acknowledges and understands that, subject to statutory exceptions contained in *Tennessee Code Annotated*, Section 8-36-801, *et. seq.*, the law governing the Tennessee Consolidated Retirement System (TCRS), provides that if a retired member of TCRS, or of any superseded system administered by TCRS, or of any local retirement fund established pursuant to *Tennessee Code Annotated*, Title 8, Chapter 35, Part 3 accepts state employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of "employee/employer" and not that of an independent contractor, the Contractor may be required to repay to TCRS the amount of retirement benefits the Contractor received from TCRS during the period of this Contract.

- E.11. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it and its principals:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State department or agency;
- b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining attempting to obtain, or performing a public (Federal, State, or Local) transaction or grant under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
- c. are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or Local) with commission of any of the offenses detailed in section b. of this certification; and
- d. have not within a three (3) year period preceding this Contract had one or more public transactions (Federal, State, or Local) terminated for cause or default.

- E.4. Partial Takeover. The State may, at its convenience and without cause, exercise a partial takeover of any service which the Contractor is obligated to perform under this Contract, including but not limited to any service which is the subject of a subcontract between Contractor and a third party, although the Contractor is not in Breach (hereinafter referred to as "Partial Takeover"). Said Partial Takeover shall not be deemed a Breach of Contract by the State. Contractor shall be given at least 30 days prior written notice of said Partial Takeover with said notice to specify the area(s) of service the State will assume and the date of said assumption. Any Partial Takeover by the State shall not alter in any way Contractor's other obligations under this Contract. The State may withhold from amounts due the Contractor the amount the Contractor would have been paid to deliver the service as determined by the State. The amounts shall be withheld effective as of the date the State assumes the service. Upon Partial Takeover, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- E.5. State Furnished Property. The Contractor shall be responsible for the correct use, maintenance, and protection of all articles of nonexpendable, tangible, personal property furnished by the State for the Contractor's temporary use under this Contract. Upon termination of this Contract, all property furnished shall be returned to the State in good order and condition as when received, reasonable use and wear thereof excepted. Should the property be destroyed, lost, or stolen, the Contractor shall be responsible to the State for the residual value of the property at the time of loss.
- E.6. Incorporation of Additional Documents. Included in this Contract by reference are the following documents:
- a. The Contract document and its attachments
  - b. All Clarifications and addenda made to the Contractor's Proposal
  - c. The Request for Proposal and its associated amendments
  - d. Technical Specifications provided to the Contractor
  - e. The Contractor's Proposal

In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these documents shall govern in order of precedence detailed above.

- E.7. Prohibited Advertising. The Contractor shall not refer to this Contract or the Contractor's relationship with the State hereunder in commercial advertising in such a manner as to state or imply that the Contractor or the Contractor's services are endorsed.
- E.8. Confidentiality of Records. Strict standards of confidentiality of records shall be maintained in accordance with the law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State shall be regarded as confidential information in accordance with the provisions of State law and ethical standards and shall not be disclosed, and all necessary steps shall be taken by the Contractor to safeguard the confidentiality of such material or information in conformance with State law and ethical standards.

The Contractor will be deemed to have satisfied its obligations under this section by exercising the same level of care to preserve the confidentiality of the State's information as the Contractor exercises to protect its own confidential information so long as such standard of care does not violate the applicable provisions of the first paragraph of this section.

The Contractor's obligations under this section do not apply to information in the public domain; entering the public domain but not from a breach by the Contractor of this Contract; previously possessed by the Contractor without written obligations to the State to protect it; acquired by the Contractor without written restrictions against disclosure from a third party which, to the Contractor's knowledge, is free to disclose the information; independently developed by the

E.12. Contractor Commitment to Diversity. The Contractor shall comply with and make reasonable business efforts to exceed the commitment to diversity represented by the Contractor's proposal responding to RFP-501.01-058 (Attachment 6.3, Section B, Item B.13.) and resulting in this Contract.

The Contractor shall assist the State in monitoring the Contractor's performance of this commitment by providing, as requested, a quarterly report of participation in the performance of this Contract by small business enterprises and businesses owned by minorities, women, and persons with a disability. Such reports shall be provided to the state of Tennessee Governor's Office of Business Diversity Enterprise in form and substance as required by said office.

IN WITNESS WHEREOF:

MURRAY GUARD, INCORPORATED

  
\_\_\_\_\_  
CONTRACTOR SIGNATURE

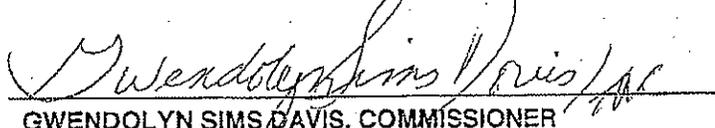
September 19, 2007

\_\_\_\_\_  
DATE

Gerald P. Ferguson, Jr. - President

\_\_\_\_\_  
PRINTED NAME AND TITLE OF AUTHORIZED CONTRACTOR SIGNATORY (above)

DEPARTMENT OF GENERAL SERVICES:

  
\_\_\_\_\_  
GWENDOLYN SIMS DAVIS, COMMISSIONER

9/29/07

\_\_\_\_\_  
DATE

APPROVED:

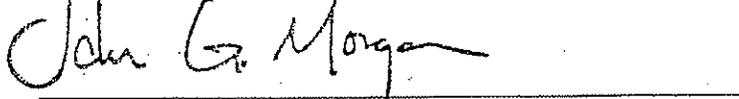
DEPARTMENT OF FINANCE AND ADMINISTRATION:

  
\_\_\_\_\_  
M. D. GOETZ, JR., COMMISSIONER

9/28/07

\_\_\_\_\_  
DATE

COMPTROLLER OF THE TREASURY:

  
\_\_\_\_\_  
JOHN G. MORGAN, COMPTROLLER OF THE TREASURY

10/1/07

\_\_\_\_\_  
DATE

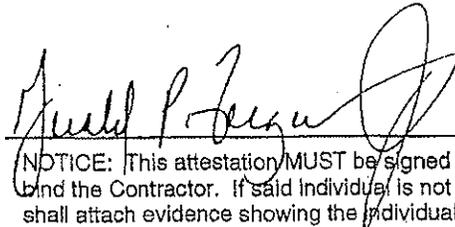
ATTACHMENT 1

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

SUBJECT CONTRACT NUMBER:	
CONTRACTOR LEGAL ENTITY NAME:	Murray Guard, Inc.
FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number)	62-0784757

The Contractor, identified above, does hereby attest, certify, warrant, and assure that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract.

SIGNATURE & DATE:



Gerald P. Ferguson, Jr.  
September 19, 2007

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Contractor. If said individual is not the chief executive or president, this document shall attach evidence showing the individual's authority to contractually bind the Contractor.

## ATTACHMENT 2

### COMPLEXES AND POST REQUIREMENTS

Note 1: Specific shift times will be determined on a Post by Post basis within each complex by the State Facility Administrator responsible for that complex.

Note 2: Specific Building and Post Assignments, additions or deletions, may be made at the discretion of a State Facility Administrator as needed on a temporary basis. If needed on a permanent basis, it must be approved by the Director of Property Services Management.

Note 3: Facility Security Officers will also perform roving duties. Roving schedules will be established by the Facility Administrator.

Note 4: Supervisory requirements for this contract include 1 account manager and one (1) supervisor per shift. These positions are in addition to those listed below.

#### State Parking Lot

The parking lot is located at 715 Locust St., Knoxville, Tennessee, adjacent to the Supreme Court building with parking capacity for 110 vehicles.

Post 1 One (1) Parking Lot Security Officer - Twelve (12) hours per day, five (5) days a week, (excluding holidays)  
Parking Lot: 6:30 A.M. to 6:30 P.M.

Note: This post may be manned on weekends as scheduled by the Facility Administrator. No set number of hours can be assigned for this post. The average is one hundred (100) hours yearly.

#### Knoxville State Office Building:

The Knoxville State Office Building is located at 531 Henley St., Knoxville, Tennessee. Building consists of 110,000 square feet and has seven floors.

Post 1 One (1) Security Officer per shift:  
Twenty-Four (24) hours per day, seven (7) days a week (including holidays).  
Main Entrance: 7:00 A.M. to 3:00 P.M. / 3:00 P.M. to 11:00 P.M. / 11:00 P.M. to 7:00 A.M.

Post 1(A) One (1) Security Officer:  
Eight (8) hours per day, five (5) days per week (excluding holidays)  
Main Entrance: 7:00 A.M. to 3:00 P.M.

#### Middlebrook State Plaza Building:

The Middlebrook State Plaza Building is located 2700 Middlebrook Pike, Knoxville, Tennessee. Building consists of 75,000 square feet and has two floors.

Post 1 One (1) Security Officer per shift:  
Twenty-Four (24) hours per day, seven (7) days per week (including holidays)  
Main Entrance 2<sup>nd</sup> Floor: 7:00 A.M. to 3:00 P.M. / 3:00 P.M. to 11:00 P.M. / 11:00 P.M. to 7:00 A.M.

Post 2 One (1) Security Officer:  
Eight (8) hours per day, five (5) days per week (excluding holidays)  
1<sup>st</sup> Floor: 7:00 A.M. to 3:30 P.M. (1<sup>st</sup> Shift)

Post 2 (A) One (1) Security Officer:  
Eight (8) hours per day, five (5) days per week (excluding holidays)  
1<sup>st</sup> Floor: 3:00 P.M. to 11:00 P.M. (2<sup>nd</sup> Shift)

(CONTINUED)

East Tennessee Regional Health Center

The East Tennessee Regional Health Center is located on Cherokee Trail, Knoxville, Tennessee. Building consists of 39,000 square feet and has 2 floors.

Post 1      One (1) Security Officer:  
Eight (8) hours per day five (5) days a week (excluding holidays)  
Main Entrance: 4:00 P.M. to 12:00 A.M.

Post 1 (A)    One (1) Security Officer:  
Eight (8) hours per day five (5) days a week (excluding holidays)  
Main Entrance: 12:00 A.M. to 8:00 A.M.

Post 2      One (1) Security Officer per shift:  
Twenty-Four (24) hours per day, weekends and holidays  
Main Entrance: 7:00 A.M. to 3:00 P.M. / 3:00 P.M. to 11:00 P.M. / 11:00 P.M. to 7:00 A.M.