

CONTRACT #1
RFS # 316.27-20109
FA # 10-27430
Edison # 11002

Tennessee State Museum

VENDOR:
Walden Security



THE TENNESSEE STATE MUSEUM
Fifth & Deaderick Street, Nashville, Tennessee 37243-1120
Phone 615-741-2692 / FAX 615-741-7231
www.tnmuseum.org

TO: Leni Chick, Contract & Audit Coordinator, Fiscal Review Committee

From: Lois Riggins-Ezzell, Executive Director, Tennessee State Museum

Mary Jane Crockett-Green, Director of Administration, Tennessee State Museum

Subject: Fiscal Review Committee Summary Letter for Contract #11002, Tracking # 31627-20109

Date: January 31, 2014

Please accept this document as the required summary letter for proposed Amendment # 1 to Edison Contract # 11002. The contract begin date is July 1, 2009 with an end date of June 30, 2014. The proposed amendment, will increase the maximum liability of the original contract of One Million Nine Hundred Forty-One Thousand Seven Hundred Forty-One Dollars (\$1,941,741) by One Hundred Thirty-Two Thousand Dollars (\$132,000), and is to be effective April 1, 2014. The increase is necessary due to the variance in security needs required for temporary special exhibitions over the five year contract period.

The Tennessee State Museum estimates its security budget in anticipation of a complex set of scenarios for its changing exhibitions schedule. The museum has no absolute way of determining a fixed figure for its security budget during a typical five-year period. This challenge requires the museum to approximate its projected security budget based on a formula which includes fixed security requirements, known needs for the most immediate year, in addition to other potential possibilities projected for the years ahead. For example, the Nations Archives' contract for the recent Discovering the Civil War exhibit (February 2013-August 2013), which entailed a six-day display of the original Emancipation Proclamation, required the 24-hour presence of armed guards and security escorts of the documents to and from the airport. Admittedly, these terms were a rare necessity, uncommonly required of most of the museum's contractual arrangements for the protective care of its artifacts and special exhibitions, but are an example of the wide variances that can occur within the security budget.

Thank you for your time, consideration and approval of this contract amendment.



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TO: Leni Chick, Contract & Audit Coordinator
Fiscal Review Committee

From: Lois Riggins-Ezzell, Executive Director
Mary Jane Crockett-Green, Director of Administration
Tennessee State Museum

Subject: Summary Letter Required by Fiscal Review Committee

Date: January 22, 2014

RE: Contract Number : 11002
Tracking Number: 31627-20109

Please accept this document as the required summary letter for proposed Amendment # 1 to Edison Contract # 11002. The contract begin date is July 1, 2009 with an end date of June 30, 2014. The proposed amendment, upon approval, will increase the maximum liability of the original contract of One Million Nine Hundred Forty-One Thousand Seven Hundred Forty-One Dollars (\$1,941,741) by One Hundred Thirty-Two Thousand Dollars (\$132,000) and is to be effective April 1, 2014.

This increase is requested due to the Tennessee State Museum providing required additional armed security services for a National Archive special exhibit.

Thank you for your time and consideration regarding this matter.

Supplemental Documentation Required for
Fiscal Review Committee

*Contact Name:	Mary Jane Crockett-Green	*Contact Phone:	615-741-0813		
*Original Contract Number:	FA-10-27430-00	*Original RFS Number:	316.27-201-09		
Edison Contract Number: (if applicable)	11002	Edison RFS Number: (if applicable)	31627-20109		
*Original Contract Begin Date:	July 1, 2009	*Current End Date:	June 30, 2014		
Current Request Amendment Number: (if applicable)	1				
Proposed Amendment Effective Date: (if applicable)	April 1, 2014				
*Department Submitting:	Tennessee State Museum				
*Division:					
*Date Submitted:	January 22, 2014				
*Submitted Within Sixty (60) days:	Yes				
If not, explain:					
*Contract Vendor Name:	Walden Security				
*Current Maximum Liability:	\$1,941,741				
*Current Contract Allocation by Fiscal Year: (as Shown on Most Current Fully Executed Contract Summary Sheet)					
FY: 10	FY: 11	FY: 12	FY: 13	FY 14	Total
\$382,232	\$382,232	\$389,799	\$389,799	\$397,679	\$1,941,741
*Current Total Expenditures by Fiscal Year of Contract: (attach backup documentation from STARS or FDAS report)					
FY: 10	FY: 11	FY: 12	FY: 13	FY 14	Total
\$416,523	\$370,771	\$413,991	\$407,501	\$210,138	1,818,924
IF Contract Allocation has been greater than Contract Expenditures, please give the reasons and explain where surplus funds were spent:					
IF surplus funds have been carried forward, please give the reasons and provide the authority for the carry forward provision:					
IF Contract Expenditures exceeded Contract Allocation, please give the reasons and explain how funding was acquired to pay the overage:			Additional armed security required for National Archive (special) exhibit.		
*Contract Funding	State:	\$1,941,741	Federal:		

Supplemental Documentation Required for
Fiscal Review Committee

Source/Amount:			
Interdepartmental:		<i>Other:</i>	
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		N/A	
Method of Original Award: <i>(if applicable)</i>		RFP, Non-Competitive Request	
*What were the projected costs of the service for the entire term of the contract prior to contract award?		\$1,941,741	

Supplemental Documentation Required for
Fiscal Review Committee

For all new non-competitive contracts and any contract amendment that changes Sections A or C.3. of the original or previously amended contract document, provide estimates based on information provided the Department by the vendor for determination of contract maximum liability. Add rows as necessary to provide all information requested.

If it is determined that the question is not applicable to your contract document attach detailed explanation as to why that determination was made.

Planned expenditures by fiscal year by deliverable. Add rows as necessary to indicate all estimated contract expenditures.

Deliverable description:	FY: 10	FY: 11	FY: 12	FY: 13	FY: 14
C.3 Attached	\$382,232	\$382,232	\$389,799	\$389,799	\$529,679

Proposed savings to be realized per fiscal year by entering into this contract. If amendment to an existing contract, please indicate the proposed savings to be realized by the amendment. Add rows as necessary to define all potential savings per deliverable.

Deliverable description:	FY:	FY:	FY:	FY:	FY:
N/A					

Comparison of cost per fiscal year of obtaining this service through the proposed contract or amendment vs. other options. List other options available (including other vendors), cost of other options, and source of information for comparison of other options (e.g. catalog, Web site). Add rows as necessary to indicate price differentials between contract deliverables.

Proposed Vendor Cost: (name of vendor)	FY:	FY:	FY:	FY:	FY:
N/A					
Other Vendor Cost: (name of vendor)	FY:	FY:	FY:	FY:	FY:
Other Vendor Cost: (name of vendor)	FY:	FY:	FY:	FY:	FY:

cy14-3189

Amendment Request

Route a completed request, as one file in PDF format, via e-mail attachment sent to: Agsprrs.Agsprs@tn.gov

KEB

APPROVED	
<i>Michael J. Peay</i> (Signature)	
<i>2/7/14</i>	
CHIEF PROCUREMENT OFFICER	DATE

Request Tracking #	31627-20109	
1. Procuring Agency	Tennessee State Museum	
2. Contractor	Walden Security (a division of Metropolitan Security Services)	
3. Contract #	11002	
4. Proposed Amendment #	1	
5. Edison ID #	80125	
6. Contract Begin Date		7/1/2009
7. Current Contract End Date – with ALL options to extend exercised		6/30/2014
8. Proposed Contract End Date – with ALL options to extend exercised		6/30/2014
9. Current Maximum Contract Cost – with ALL options to extend exercised		\$ 1,941,741.00
10. Proposed Maximum Contract Cost – with ALL options to extend exercised		\$ 2,173,741.00
11. Office for Information Resources Pre-Approval Endorsement Request – information technology service (N/A to THDA)	<input checked="" type="checkbox"/> Not Applicable	<input type="checkbox"/> Attached
12. eHealth Pre-Approval Endorsement Request – health-related professional, pharmaceutical, laboratory, or imaging	<input checked="" type="checkbox"/> Not Applicable	<input type="checkbox"/> Attached
13. Human Resources Pre-Approval Endorsement Request – state employee training service	<input checked="" type="checkbox"/> Not Applicable	<input type="checkbox"/> Attached
14. Explanation Need for the Proposed Amendment	To increase total contract amount due to added security needs required for temporary and changing special exhibits over the five year period of the contract.	
15. Name & Address of the Contractor's Principal Owner(s) – NOT required for a TN state education institution	The Times Building, 100 E. 10 th Street, Suite 400, Chattanooga, TN 37402	

Request Tracking #	31627-20109
16. Evidence Contractor's Experience & Length Of Experience Providing the Goods or Services WaldenSecurity, a division of Metropolitan Security Services Inc., is a corporation founded in 1990. The company is a BWENC-Certified Women's Business Enterprise (WBE) and Tennessee State Museum-Certified woman-owned business. Walden Security is one of the fifteen largest contract security firms in the United States with 3,000 employees and annual sales revenue of \$100 million. 100% of Walden Security's business is dedicated to contract security services and has a 98% client retention rate.	
17. Efforts to Identify Reasonable, Competitive, Procurement Alternatives To increase the current contract by \$132,000.	
18. Justification The Tennessee State Museum estimates its security budget in anticipation of a complex set of scenarios for its changing exhibitions schedule and has no absolute way of determining a fixed figure for its security budget during a typical five-year period. This increase is needed due to the variance in security needs required for special exhibitions over the five year contract period.	
Agency Head Signature and Date - <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 circumstances</i>  1/31/2014	

**AMENDMENT 1
TO CONTRACT 11002**

This Amendment is made and entered by and between the State of Tennessee, Tennessee State Museum, hereinafter referred to as the "State" and Walden Security, a division of Metropolitan Security, Inc., hereinafter referred to as the "Contractor." For good and valuable consideration, the sufficiency of which is hereby acknowledged, it is mutually understood and agreed by and between said, undersigned contracting parties that the subject contract is hereby amended as follows:

C. Contract section C.1. is deleted in its entirety and replaced with the following:

C.1 Maximum Liability. In no event shall the maximum liability of the State under this contract exceed Two Million Seventy-Three Thousand Seven Hundred Forty-One Dollars (\$2,073,741.00). 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, 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 extension 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 the 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.

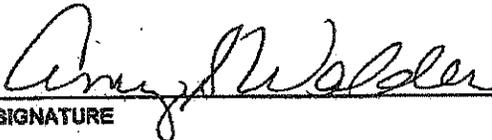
The other terms and conditions of this Contract not amended shall remain in full force and effect.

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 April 1, 2014. All other terms and conditions of this Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

WALDEN SECURITY, (a division of Metropolitan Security, Inc.):


SIGNATURE

1/23/14
DATE

Amy S. Walden, CEO/Chairman

PRINTED NAME AND TITLE OF SIGNATORY (above)

TENNESSEE STATE MUSEUM:

Lois Riggins Ezell
LOIS RIGGINS EZZELL, EXECUTIVE DIRECTOR

Jan 23, 2014
DATE

CONTRACT SUMMARY SHEET

02/19/08

316 . 27 — 201 — 09

FA-10-27430-00

Tennessee State Museum

316.27

Walden Security

C- or V-

V62144851901

Museum Security Services

July 1, 2009

June 30, 2014

Vendor

NA

Contractor is on STARS

Contractor's Form W-9 is on file in Accounts

316.27

11

83

11

NA

NA

2010

382,232.00

416,523

382,232.00

2011

382,232.00

439,717

382,232.00

2012

389,799.00

389,799.00

2013

389,799.00

389,799.00

2014

397,679.00

397,679.00

2009

1,941,741.00

1,941,741.00

J.Allen Staley, Shared Services Solutions 615-253-8992

J. Allen Staley

MAR 23 2009

African American

Person w/ Disability

Hispanic

Small Business

Government

Asian

Female

Native American

NOT Minority/Disadvantaged

RFP

Competitive Negotiation *

Alternative Competitive Method *

Non-Competitive Negotiation *

Negotiation w/ Government (ID, GG, GU)

RECEIVED

OCR

MAR 20 2009

RECEIVED

RECEIVED

2009 APR 14 AM 11:08

CONTRACT ADMINISTRATION
OFFICE
MANAGEMENT SERVICES

RECEIVED
F & A
SHARED SERVICES SOLUTIONS

**CONTRACT
BETWEEN THE STATE OF TENNESSEE,
TENNESSEE STATE MUSEUM
AND
WALDEN SECURITY**

This Contract, by and between the State of Tennessee, Tennessee State Museum, hereinafter referred to as the "State" and Walden Security, hereinafter referred to as the "Contractor," is for the provision of museum security services, as further defined in the "SCOPE OF SERVICES."

The Contractor is a for-profit corporation.

Contractor Federal Employer Identification or Social Security Number: V62144851901

Contractor Place of Incorporation or Organization: Tennessee

A. SCOPE OF SERVICES:

- A.1. 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.2. Overview. The Contractor shall provide a system of museum security for the Tennessee State Museum including qualified personnel in positions described in section A.3 (museum security supervisor, museum security officer, museum security armed officer and museum loading dock officer); personnel capable of meeting the special requirements of museum security described in section A.4; coverage of all posts at all sites for all shifts as outlined in section A.5; and a system of effective security management and close coordination with TN State Museum staff as described in section A.6.
- A.3. Position Descriptions, Typical Duties, Minimum Requirements. The Contractor shall provide personnel for the positions listed below.
- a. Museum Security Officer (Main Museum and Military Branch): Under the supervision of the Museum Security Supervisor of the day and/or the Museum's Administrative personnel, performs visitor information service of routine difficulty; addresses school groups who visit the museum; monitors conditions relevant to the safety and security of the public and staff; reports any existing or potential hazards to the Museum Security Supervisor and/or appropriate Museum Facility Administrator; monitors building fire and life safety features including orderly control of evacuations and related drills; monitors CCTV in exhibition and office areas of the museum, investigates suspicious activities, and notifies appropriate Museum and security personnel of such activities as directed; monitors Casi Rusco Picture Perfect (card access) and Radionics alarms, investigates suspicious alarms and notifies Museum and/or security personnel of such activities as directed; provides communication, cooperation and assistance to law enforcement and investigating authorities having federal, state and local jurisdiction; answers the telephone at the Reception Desk; routes calls to the appropriate Museum personnel and/or voicemail; pages Museum personnel (when requested); prepares written reports; activates and deactivates electronic equipment; operates freight elevator; provides monitoring of the activities of contractors and others who are not Museum staff, but who are working in the Museum; performs other security-related tasks as directed by the Museum Facility administrators.
- (1) Typical Duties.
- i. Explains Museum rules and policies to visitors and staff. Museum Security Officer must be familiar with the restrictions the Museum places on the behavior of visitors and the Museum Security Officer must also be able to explain the reasons for those restrictions to both children and adults. During the spring and fall school tour season, all Museum Security Officers in this class do public speaking to inform school groups, teachers, parents and others of the manners expected of Museum guests.

- ii. Answers the telephone at the Museum Reception Desk. Museum Security Officer must be familiar with forwarding calls, routing calls, paging personnel and giving directions to the Museum from all major areas of Nashville and Tennessee.
- iii. Assists visitors in finding specific Museum exhibits, in locating other departments of State government, other historical sites, visitor attractions, nearby hotels and places to eat.
- iv. Makes reports. Museum Security Officer will carry a notebook or pad, and a writing instrument, at all times, and will note any unusual events or circumstances as they are observed.
- v. Assists visitors in exiting the Museum in the event of an emergency evacuation; acts in a calm and decisive manner in evacuating the exhibition floors, and uses courteous but firm crowd control as needed.
- vi. Assists visitors with disabilities who are visiting the Museum.
- vii. Always presents a positive image to the public; never performs or allows to be performed any acts that are prohibited to the general public. For example, does not eat while in view of the public or adjacent to an exhibition area. Always appears in full uniform of the season. Always keeps in mind that the public does not normally interact with Museum personnel other than those in the Museum Security Services, and understands that actions seen by the public represent the State of Tennessee to the public. Never engages in idle conversation with other staff in public areas of the Museum.
- viii. Promptly Discharges Duties and Responsibilities. Acts quickly, decisively and with courtesy to the public in stopping or preventing actions which pose a threat to the security of the Museum and its artifacts, its visitors and staff. Always accepts responsibilities assigned, and participates fully in formal and informal meetings. Is always punctual in returning to duty from lunch or breaks. Never leaves the exhibition floor without permission from the Museum Security Supervisor.
- ix. Performs duties of all positions as backup and relief for those positions.
- x. Performs Other Duties as Directed. As different parts of the Museum are used in different ways by the public, Museum Security Officer always remains flexible and adapts to the requirements of a particular area or project.

(2) Education and Experience—Minimum Requirements

- i. Be 21 years of age or older and hold a diploma from an accredited high school or proof of a General Equivalency Diploma.
- ii. At least three years of experience performing security services in a public building, or an equivalent amount of time spent in the full time service of the armed forces of the United States.
- iii. Any licenses, permits, ratings, certifications, accreditations and other personal credentials required by the State of Tennessee for security guards. For purposes of this contract, application alone for licenses will not be deemed sufficient to allow security personnel to start work at Tennessee State Museum facilities.
- iv. Required to pass a physical examination by a licensed physician annually. The examination will include drug and alcohol testing.
- v. All personnel 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. Personnel are to maintain a neat, well-groomed professional appearance and an alert, helpful and courteous attitude at all times.

- b. Museum Security Supervisor: Under the general supervision of the Museum's Administrative personnel, the Museum Security Supervisor performs high level security and security service supervision and management functions including: the supervision of all other Museum Security personnel; the scheduling of the duty shifts and days off of other personnel; assisting Museum staff (when requested) in developing security plans and procedures; monitoring CCTV in exhibition and office areas of the museum, investigating suspicious activities, and notification of appropriate Museum and security personnel of such activities as directed; monitoring Casi Rusco Picture Perfect (card access) and Radionics alarms, investigating suspicious alarms and notification of Museum and/or security personnel of such activities as directed; working to maintain the highest standards of visitor and staff safety; making reports of various types to Museum staff and Polk Building staff; declaring emergencies, when warranted, and directing and coordinating the efforts of other security personnel during emergencies.

(1) Typical Duties.

- i. Plans and implements museum specific training and orientation for new employees. Performs regular employee performance evaluations for other personnel. Plans and implements work schedules and rotation schedules. Performs complex supervisory duties.
- ii. Manages access to the Museum during public hours. During inclement weather or building emergencies, Museum Security Supervisor recommends to Museum management when the Museum can open, when it should close, and organizes the work of others to effect opening to the public and securing the Museum in the evening.
- iii. Makes close inspections of all aspects of the Museum Security program during duty tours. The Museum Security Supervisor shall carefully observe the effectiveness and efficiency of the work behavior of other personnel, and shall assist other personnel in performing at higher levels by guiding training experiences. The Museum Security Supervisor also makes inspections of the premises of the Museum to make reports on needed maintenance, housekeeping, lighting and other services. Submits reports to proper Museum, vendor or building management personnel.
- iv. Provides high level public information services. On weekends, and at some other times, the Museum Security Supervisor is the designated representative of the Museum's administration and is responsible for satisfactorily addressing the concerns of even the most difficult visitors.
- v. Determines whether conditions of personnel, environment, utility services, and other relevant factors allow the opening or require the closing of the Museum to the public. Makes decisions promptly, and reports actions concerning the public to the appropriate Museum staff.
- vi. Orders security personnel, prepares dock schedules, maintains records of hours worked, and prepares final bills for the Museum for receptions and special events held at the Museum.
- vii. Performs duties of all positions as backup and relief.
- viii. Performs other duties as assigned. The Museum Security Supervisor's primary duty is the safe operation of the Museum on a day-to-day basis. Other duties or assignments may be assigned, from time to time, on or off site, as the security services needs of the Museum dictate.

(2) Education and Experience—Minimum Requirements.

- i. Be 21 years of age or older and hold a diploma from an accredited high school or proof of a General Equivalency Diploma.
 - ii. At least three (3) years of full time experience as a supervisor of security services.
 - iii. At least five (5) years of full time service of the armed forces of the United States, not less than one of which must have involved training or supervising others; OR at least five (5) years full time experience in the direct supervision of producing receptions, dinners and special events.
 - iv. Familiarity with the principles of good supervisory technique.
 - v. Any licenses, permits, ratings, certifications, accreditations and other personal credentials required by the State of Tennessee for security guards. For purposes of this contract, application alone for licenses will not be deemed sufficient to allow security personnel to start work at Tennessee State Museum facilities. All supervisors will be required to have all permits and licensing required by the State of Tennessee for Armed Security Guards in the event that service is required due to unforeseen circumstances which may arise.
 - vi. Required to pass a physical examination by a licensed physician annually. The examination will include drug and alcohol testing.
 - vii. All personnel 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. Personnel are to maintain a neat, well-groomed professional appearance and an alert, helpful and courteous attitude at all times. As the State addresses various security needs and systems through new technology, it will be required that the supervisor becomes proficient in working with computerized security management systems.
 - viii. The Museum Security Supervisor must have and maintain current CPR certification, and be trained and qualified in the use of Automated External Defibrillators. Initial training and subsequent recertification is the responsibility of the Contractor.
- c. Museum Loading Dock Officer: Under the supervision of the Museum Security Supervisor of the day and or the Museum's Administrative personnel, controls the ingress and egress of people and vehicles at the Museum's Loading Dock; notifies appropriate Museum staff of the arrival of deliveries and of the need to move vehicles from the dock area; monitors the safety and security of the areas immediately adjacent to the Loading Dock; arranges for the towing of vehicles blocking the Loading Dock; maintains logs of arrivals and departures; activates and deactivates electronic equipment; prevents the unauthorized removal of museum equipment, and the unauthorized use of Museum facilities; monitors CCTV in exhibition and office areas of the museum, investigates suspicious activities, and notifies appropriate Museum and security personnel of such activities as directed; monitors Casi Rusco Picture Perfect (card access) and Radionics alarms, investigates suspicious alarms and notifies Museum and/or security personnel of such activities as directed; provides monitoring and ingress and egress of the activities of contractors and others who are not Museum staff; makes rounds as directed; and answers telephone as directed.

(1) Typical Duties.

- i. Explains Loading Dock rules and space policies to visitors and staff.

- ii. Keeps the keys of all vehicles parked on the Loading Dock.
- iii. Makes a report of all persons and vehicles entering the Museum through the dock.
- iv. Assists visitors in exiting the Museum in the event of an emergency evacuation.
- v. Assists visitors with disabilities who are visiting the Museum.
- vi. Makes rounds during non-public hours; promptly reports unusual situations to appropriate museum personnel; initiates and stops rounds on the Casi Rusco Picture Perfect system; calls the building Delta Base at the beginning and the end of each round to notify them.
- vii. Monitors CCTV; promptly reports unusual situations to the appropriate Museum and/or security personnel.
- viii. Answers telephones as directed during non-public hours.
- ix. Performs other duties as directed. As the Loading Dock is used in different ways at different times of day, Contractor always remains flexible and adapts to the requirements of a particular area or projects.

(2) Education and Experience—Minimum Requirements.

- i. Be 21 years of age or older and hold a diploma from an accredited high school or proof of a General Equivalency Diploma.
- ii. At least three years of experience performing security services in a public building, or an equivalent amount of time spent in the full time service of the armed forces of the United States.
- iii. Any licenses, permits, ratings, certifications, accreditations and other personal credentials required by the State of Tennessee for security guards. For purposes of this contract, application alone for licenses will not be deemed sufficient to allow security personnel to start work at Tennessee State Museum facilities.
- iv. At least one (1) year of experience with computerized security systems.
- v. Required to pass a physical examination by a licensed physician annually. The examination will include drug and alcohol testing.
- vi. All personnel 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. Personnel are to maintain a neat, well-groomed professional appearance and an alert, helpful and courteous attitude at all times.

- d. Museum Security Armed Officer: (This position is only needed for special exhibitions.) Under the general supervision of the Museum Security Supervisor, the Armed Officer performs high level security and security service functions, including: monitoring of environmental conditions; adjustment of environmental equipment to maintain desired environmental standards; monitoring of CCTV in exhibition and office areas of the museum, investigation of suspicious activities and notification of Museum and/or security personnel of such activities as directed; monitoring of Radionics alarms, investigation of suspicious alarms and notification of Museum and/or security personnel of such activities as directed; declaring emergencies when warranted, communicating directly with building management staff and Museum management staff, directing and

coordinating the efforts of other security personnel during emergencies, taking steps to secure property exhibited in the Museum.

(1) Typical Duties.

- i. Provide protective services for special gallery exhibitions. Subject to the written instructions governing the use of weapons in the James K. Polk Building, the Armed Officer shall provide, by his presence and deportment, the greatest possible deterrence against any physical threat to gallery exhibitions.
- ii. Manages access to galleries. The Armed Officer shall prevent any unauthorized personnel from entering galleries at any time.
- iii. Makes close inspections during duty tours. During duty tours, the Armed Officer shall carefully examine the hinges and latches of all doors, the condition of the frames, glazing, and other components of the property being exhibited, and shall report any evidence of tampering, loss, or potentially threatening conditions to appropriate staff.
- iv. Carefully monitors environmental conditions. The Armed Officer shall, when trained by Museum personnel, make periodic checks of the environmental monitoring and control equipment. Environmental monitoring shall include performing routine sling hygrometer checks of the relative humidity, and comparison of the figures obtained manually with the readings on the various electronic systems that measure and correct humidity and temperature.
- v. Performs other duties as assigned. The Armed Officer's primary duty is the safekeeping of the materials exhibited in the Museum's galleries. Other duties or assignments may be performed as required provided that they do not interfere with the primary duty.

(2) Education and Experience—Minimum Requirements.

- i. Be 21 years of age or older and hold a diploma from an accredited high school or proof of a General Equivalency Diploma.
- ii. At least three (3) years of full time service as a certified, licensed armed guard, or at least two (2) years of full time service in the armed forces of the United States.
- iii. Familiarity with basic armed techniques.
- iv. Any licenses, permits, ratings, certifications, accreditations and other personal credentials required by the State of Tennessee for security guards. For purposes of this contract, application alone for licenses will not be deemed sufficient to allow security personnel to start work at Tennessee State Museum facilities.
- v. Required to pass a physical examination by a licensed physician annually. The examination will include drug and alcohol testing.
- vi. All personnel 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. Personnel are to maintain a neat, well-groomed professional appearance and an alert, helpful and courteous attitude at all times.

A.4. Other Personnel Requirements.

- a. Background Checks. The Contractor shall ensure that background checks are completed, at no cost to the State, on all Contractor employees performing security duties under this contract. The

Contractor screenings will include, as a minimum, a Tennessee Bureau of Investigation criminal background check, a valid Tennessee State driver's license review, written verification of previous two (2) years employment, and written verification of at least three (3) references.

- b. No Felony Convictions. The Contractor shall ensure that no security officer shall have been convicted of a felony. Any security guard determined to have been convicted of a felony shall not be allowed to serve on a post.
- c. Licenses. All personnel 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 the Museum. The Contractor will maintain a folder at the central security post of the TN State Museum which contains copies of the license(s) of each guard.
- d. Annual Physical Examination. Security personnel 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 museum administrator's office within ninety (90) days of award of the 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 security personnel who become employees under this contract. All costs for the initial and subsequent annual physical examinations will be the responsibility of the Contractor.
- e. Additional Security. The Contractor will provide additional security officers in response to ad hoc security needs for unforeseen requirements with 24 hours of notice by the State. For purposes of this Contract, additional security duties shall include, not be limited to, surveillance and control of ingress and egress to the specified buildings, grounds and parking areas; investigation of criminal acts, incidents and accidents committed or occurring on State property, communication and cooperation with and assistance to law enforcement and investigating authorities having Federal, State, and Local jurisdiction, e.g., local fire department, police department, Capitol Police, Tennessee Bureau of Investigation, and Federal Bureau of Investigation; 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, identification and reporting to the appropriate official all existing or potential hazards.
- f. Standard Hours. The Museum anticipates requiring about 608 hours of Museum Security per week. This volume does not include rare additional coverage beyond the standard 608 hours at the standard rates for purposes described above in section A.4.e. Weeks which include the holidays of Thanksgiving Day (8 hours), Christmas Day (8 hours), New Year's Day (8 hours) and Easter Sunday (5 hours) require less than the standard 608 hours of security.
- g. Stable, Full-Time Workforce. The Museum desires as stable a pool of Museum Security personnel as possible. One of the keys to maintaining a stable group is to maximize the number of full time employees. The Museum desires that in so far as it is possible, Museum Security personnel be scheduled for full time employment. Changes in the Museum's exhibition schedule, special exhibitions, seasonal adjustments, and other factors can cause the number of scheduled hours to increase or to decrease. The Museum is normally able to predict the need for increased security personnel at least two (2) weeks in advance.
- h. Definition of Museum Security. The Museum's experience with vendors of security services has demonstrated that vendors are generally unfamiliar with the requirements of museum security and are particularly unfamiliar with the often quite specific requirements for temporary exhibitions. Museum security is substantially different from other types of security service. Some, but not necessarily all, of the main differences include:
 - (1) Visitor interaction. The American Association of Museums estimates that more than 95% of all interaction between museum visitors and museum personnel turns out to be interaction between visitors and museum security personnel.

- (2) Interpersonal Skills and Vocabulary. The average educational level of adult visitors to museums, generally, is likely to be significantly higher than the average educational level of visitors to most other public facilities; museum security services personnel must have the vocabulary and interpersonal skills to effectively communicate with all sorts of people.
- (3) Technique. The security program at the Tennessee State Museum depends on quiet observation by security personnel of the actions and body language of museum visitors. Security services personnel are most effective when they are able to use body language to discourage inappropriate visitor behavior. It is not acceptable behavior for museum security services personnel to directly forbid a visitor to do something without explaining why the action is prohibited to all visitors. It often takes several months of full time duty before security services personnel have the poise and confidence to be able to reliably perform in this manner.
- (4) Children and Youth. About 70% of the visitors to the Museum are school children who come in large groups in the spring and fall of each year. Security personnel must be both comfortable and effective in communicating with and directing children and adolescents, in addition to being able to effectively communicate with adult visitors.
- (5) Public Expectations. To the public, museum security personnel represent the staff and administration of the museum and the administration of state government.
- (6) Difference in Museum and general security work. In general the work performed by security personnel, except in museums, is to control access, that is, to keep unauthorized people out. Security work in the museum environment centers on controlling the proximity of visitors to the property the museum exhibits. These tasks are substantially different from each other, and require significantly different skills.

A.5. Sites and Post Requirements. Shift times will be determined on a post by post basis within each museum site by the appropriate State official. The Contractor shall provide routine security services for the following sites, posts and times:

MAIN MUSEUM—JAMES K. POLK BUILDING

- | | |
|------------|--|
| Position 1 | Museum Security Supervisor -- eight (8) hours per day (9:30am to 5:30 pm), Tuesday through Saturday, and five (5) hours per day (12:30pm to 5:30pm) on Sunday. |
| Position 2 | Museum Security Officer -- eight (8) hours per day (9:30am to 5:30 pm), Monday through Friday |
| Position 3 | Museum Security Officer -- eight (8) hours per day (9:30am to 5:30 pm), Tuesday through Saturday, and five (5) hours per day (12:30pm to 5:30pm) on Sunday |
| Position 4 | Museum Security Officer -- eight (8) hours per day (9:30am to 5:30 pm), Tuesday through Saturday, and five (5) hours per day (12:30pm to 5:30pm) on Sunday |
| Position 5 | Museum Security Officer -- eight (8) hours per day (9:30am to 5:30 pm), Tuesday through Saturday, and five (5) hours per day (12:30pm to 5:30pm) on Sunday |
| Position 6 | Museum Security Officer -- eight (8) hours per day (9:30am to 5:30 pm), Tuesday through Saturday, and five (5) hours per day (12:30pm to 5:30pm) on Sunday |
| Position 7 | Museum Security Officer -- eight (8) hours per day (9:30am to 5:30 pm), Tuesday through Saturday, and five (5) hours per day (12:30pm to 5:30pm) on Sunday |
| Position 8 | Museum Security Officer -- eight (8) hours per day (9:30am to 5:30 pm), Tuesday through Saturday, and five (5) hours per day (12:30pm to 5:30pm) on Sunday |
| Position 9 | Museum Security Officer -- eight (8) hours per day (9:30am to 5:30 pm), Tuesday through Saturday, and five (5) hours per day (12:30pm to 5:30pm) on Sunday |

NOTE: Hours not required for positions 1-9 include Thanksgiving Day (8 hours), Christmas Day (8 hours), New Year's Day (8 hours) and Easter Sunday (5 hours).

Position 10 Museum Loading Dock Officer – shift 1 (7:00 am – 3:00pm)

Position 11 Museum Loading Dock Officer – shift 2 (3:00 pm – 11:00pm)

Position 12 Museum Loading Dock Officer – shift 3 (11:00 pm – 7:00am)

MILITARY BRANCH MUSEUM – WAR MEMORIAL BUILDING

Position 13 Museum Security Officer stationed at the Information Desk on the Ground Floor—eight (8) hours per day, (9:30am to 5:30pm) Tuesday through Saturday, except legal holidays observed by the State of Tennessee. The Military Museum Security Officer differs from the regular Museum Security Officer in that he/she has the daily sole responsibility for the operation of the Military History Branch Museum, its alarms, visitors, and reports, etc. This Officer must work independently with minimal supervision from the Museum Security Supervisor and Museum Administration.

SPECIAL EXHIBITIONS

Position 14 Armed Security Officer -- This position is only for special exhibitions as required.

A.6. Contractor Responsibilities and Requirements.

- a. Policy and Procedures Manual. The contractor shall distribute, within two (2) weeks of contract award, a policy and procedures manual (post orders) for an efficient and effective museum security program. The content of this manual shall be provided by the Tennessee State Museum. The manual shall include methods of control of ingress and egress, systems operations requirements, appropriate uniform wear and specified duties for the various. One (1) copy of this plan is to be made available at each of the appropriate officer stations at all times and two (2) copies are to be filed with the Museum administrative director.
- b. Emergency plan. The Contractor shall, within two (2) weeks of final approval of the Contract and in coordination with the appropriate State officials, distribute copies of and institute emergency evacuation plans and other programs as may be required in anticipation of fire, civil disobedience, bomb threats, acts of God and/or other emergencies in each of the buildings specified under this Contract. The contents of this plan will be directed by the Tennessee State Museum and the facilities manager for the James K. Polk Building. One (1) copy of the plan is to be available at each of the appropriate officer stations at all times and two (2) copies are to be filed with the Museum administrative director.
- c. Uniforms. The Contractor shall furnish all appropriate uniforms, supplies and equipment necessary to perform the services required by this Contract (i.e., two-way radios, badges, forms and registers, etc). Security officer uniforms shall contribute a professional appearance to the inherent efficiency and effectiveness of each officer and shall include jackets and matching slacks or skirts, ties, dress shirts or blouses, and clean, polished footwear. The State shall have the right to specify style, quality and color of security officer uniforms. A badge or security officer shield shall be plainly visible on outer garments (i.e., jackets).

NOTE: In no instance shall the name of the Contractor's company be visible on clothing worn by security officers while they are on duty.

- d. Radio System. The Contractor shall be responsible for providing and maintaining the necessary radio communications to adequately accomplish the security functions at each of the building complex areas. The vendor may own or lease the communications equipment to accomplish this task. VHF, UHF, or 800 MHZ communication systems may be used. The communications system will need to provide portable (hand held) radio coverage within all museums, including one (1) radio for the State's Facility Administrator, and two (2) radios for the use of a designated Museum staff person. A "common" or "mutual aid" radio channel should be provided so that any

security personnel in any museum will be able to talk to security personnel in other building complexes to coordinate security incidents over a wider area or involving more than one museum.

- e. Functional Radios. The Contractor shall provide all Museum Security personnel with a freshly charged, completely functional radio at the beginning of each shift. In addition, as described above in A.6.d, 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.
- f. Orientation and Training. The Contractor will coordinate with the appropriate State officials to conduct orientation sessions for all security personnel. Such orientation shall be at times determined by mutual agreement. These orientation sessions will be mandatory and are for familiarization with the physical facility and standard operating procedures and practices. After orientations have been held for the contractor's initially assigned staff, any new (including existing Contractor employees being transferred from other posts) security personnel assigned to a shift, in order to assure adequate knowledge of and familiarity with their assigned post, shall be required to work a full shift with an experienced security officer prior to assuming shift authority and responsibilities. The Contractor shall not invoice the State for staff hours required for this training.

Orientation and training shall include, but not be limited to, the following topics:

- Specific post instructions
- Techniques of handling normal business contacts with museum visitors of all ages and abilities, State employees, senior level executives, special guests and contractors
- Techniques of handling confrontations with visitors, State employees, contractors
- Appearance, bearing and demeanor
- Communication system use and procedures
- 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
- Proper report writing
- Basic First Aid practices
- Evacuation practices

Note: This type of training is not the same as the training listed in RFP section 1.1, the Statement of Purpose and A.6.f. below.

- g. Museum-Provided Training. A large part of the daily activity of most Museum Security personnel is devoted to providing direct assistance to the visiting public. These services require a broad knowledge of both contemporary cultural life in Tennessee and the key topics (the location of exhibit materials) in the history of Tennessee. These services may also include some knowledge of the visual arts. The Museum provides all of the training for this part of the duties of Museum Security personnel. Training time is approximately eight (8) weeks. In addition to cultural and historical training, the Museum also provides training in operation of the Casl Rusco Picture Perfect and Radionics (among others, depending on the requirements of particular exhibitions) security alarm systems normally in operation. Training for security system operations takes about four (4) weeks, and is concurrent with other training.

NOTE: Because of the very long training period for Museum Security Personnel, the Museum is best served by having them be full-time employees; moreover, it is in the Contractor's and Museum's best interests to maintain the lowest possible turnover rate in Museum Security personnel.

- h. Effective supervision. The Contractor shall be responsible for and provide necessary supervision of their employees assigned to work in State facilities. Contractor shall provide training in supervisory technique for all supervisory personnel assigned to museum security service.
- i. Contact information. The Contractor shall provide to the appropriate State official the name, address and telephone number of all security personnel (including, but not limited to, officers,

supervisors, and managers) assigned to provide services to the State under this Contract. All such security personnel shall be subject to approval by the State.

- j. Ingress & Egress Control. The Contractor shall maintain appropriate Sign In/Sign Out registers for their personnel, State employees, and visitors/vendors. Such registers will be controlled as designated by the appropriate State official. The registers will be filed daily with the appropriate State official. The Contractor will also lock and unlock various doors as required in facilities and at times designated by the State.
- k. Forms and Records. The Contractor shall 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, Daily Incident Reports, Accident Reports, Equipment and Inventory Logs, and Key Logs.
- l. Receiving. At times other than normal daily working hours for Museum personnel (i.e. 8:00 am to 4:30 pm, Monday through Friday excluding State observed holidays), security personnel may be required to receive and store miscellaneous deliveries (i.e., UPS, Federal express, etc.) as deemed necessary by the appropriate State official.
- m. Incident reporting and response. Each security officer shall log and report all unusual events during their shift. Officers 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.
- n. Weekly deployment schedule. The Contractor shall submit each week, for the State's approval, a proposed schedule for the deployment of security officers under this Contract.
- o. Calendar. The Tennessee State Museum shall produce a schedule of required service days and hours, which shall be submitted to Contractor at an agreed upon date in advance of each pay period. This schedule, which shall apply only to the Museum's regular published open hours, shall be followed during each pay period. Contractor's failure to provide the number of personnel for the number of hours stated in the schedule shall be deemed to be a serious deficiency of performance subject to liquidated damages pursuant to contract section C.3.d.
- p. Unauthorized long distance calls. 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.

B. CONTRACT TERM:

This Contract shall be effective for the period commencing on July 1, 2009 and ending on June 30, 2014. 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 One Million Nine Hundred Forty-One Thousand, Seven Hundred Forty-One Dollars (\$1,941,741.00). 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, 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 the 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 and the maximum liability of the State under this Contract are firm for the duration of the Contract and are not subject to escalation 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.
- a. The Contractor's compensation shall be contingent upon the satisfactory completion of units, milestones, or increments of service defined in Section A.
 - b. The Contractor shall be compensated for said units, milestones, or increments of service based upon the following payment rates:

Service Description	Year 1	Year 2	Year 3	Year 4	Year 5
	7/1/2009-6/30/2010	7/1/2010-6/30/2011	7/1/2011-6/30/2012	7/1/2012-6/30/2013	7/1/2013-6/30/2014
Museum Security Supervisor (per hour)	14.07	14.07	14.35	14.35	14.64
Museum Security Officer (per hour)	11.65	11.65	11.88	11.88	12.12
Museum Security Officer Military Branch (per hour)	14.07	14.07	14.35	14.35	14.64
Museum Loading Dock Officer (per hour)	11.11	11.11	11.33	11.33	11.56
Museum Security Armed Officer (per hour)	13.89	13.89	14.17	14.17	14.45

- c. The Contractor shall not be compensated for travel time to the primary location of service provision.
 - d. The Contractor will be assessed liquidated damages of \$50 per hour, per absence, if the contractor fails to provide scheduled personnel as required in section A.6.o. The Contractor agrees that \$50 per hour is a reasonable estimate of the damages that the State will suffer as a result of such failure considering the impact on museum operations. This is a measure of the loss of the benefit of the bargain with the contractor and does not preclude the State from recovering other damages caused by this conduct.
- C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel, meals, or lodging.
- C.5. Invoice Requirements. The Contractor shall invoice the State only for completed increments of service and for the amount stipulated in Section C.3, above, and as required below prior to any payment.
- a. The Contractor shall submit invoices no more often than monthly, with all necessary supporting documentation, to:

Tennessee State Museum
505 Deaderick Street, Level B
Nashville, TN 37243-1120
 - b. The Contractor agrees that each invoice submitted shall clearly and accurately (all calculations must be extended and totaled correctly) detail the following required information.
 - (1) Invoice/Reference Number (assigned by the Contractor);
 - (2) Invoice Date;
 - (3) Invoice Period (period to which all invoiced charges are applicable);

- (4) Contract Number (assigned by the State to this Contract);
- (5) Account Name: Tennessee State Museum;
- (6) Account/Customer Number (uniquely assigned by the Contractor to the above-referenced Account Name);
- (7) Contractor Name;
- (8) Contractor Federal Employer Identification Number or Social Security Number (as referenced in this Contract);
- (9) Contractor Contact (name, phone, and/or fax for the individual to contact with billing questions);
- (10) Contractor Remittance Address;
- (11) Complete Itemization of Charges, which shall detail the following:

- i. Service or Milestone Description (including name /title as applicable) of each service invoiced;
- ii. Number of Completed Units, Increments, Hours, or Days as applicable, of each service invoiced;
- iii. Applicable Payment Rate (as stipulated in Section C.3.) of each service invoiced;
- iv. Amount Due by Service; and
- v. Total Amount Due for the invoice period.

c. The Contractor understands and agrees that an invoice to the State under this Contract shall:

- (1) include only charges for service described in Contract Section A and in accordance with payment terms and conditions set forth in Contract Section C;
- (2) not include any future work but will only be submitted for completed service; and
- (3) not include sales tax or shipping charges.

d. The Contractor agrees that timeframe for payment (and any discounts) begins when the State is in receipt of each invoice meeting the minimum requirements above.

e. The Contractor shall complete and sign a "Substitute W-9 Form" provided to the Contractor by the State. The taxpayer identification number contained in the Substitute W-9 submitted to the State shall agree to the Federal Employer Identification Number or Social Security Number referenced in this Contract for the Contractor. The Contractor shall not invoice the State for services until the State has received this completed form.

C.6. 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.7. 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.8. Deductions. The State reserves the right to deduct from amounts which are or shall become due and payable to the Contractor under this or any Contract between the Contractor and the State of Tennessee any amounts which are or shall become due and payable to the State of Tennessee by the Contractor.

C.9. 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 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 Ninety (90) 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 at Attachment A, 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, natural disasters, riots, wars, 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 there from, 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 certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by EMAIL or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State:

Mary Jane Crockett-Green, Director of Administration
Tennessee State Museum
505 Deaderick Street, Level B
Nashville, TN 37243-1120
Mary.Jane.Crockett-Green@state.tn.us
Telephone # 615-741-2692
FAX # 615-741-7231

The Contractor:

Gary L. Fitzgerald, General Manager
Walden Security
3343 Perimeter Hill Drive
Nashville, TN 37211
Gary.Fitzgerald@Waldensecurity.com
Telephone # 615-333-2121x101
FAX # 615-331-8044

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- 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.

- E.4. 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.5. Insurance. The Contractor shall carry adequate liability and other appropriate forms of insurance.
- a. The Contractor shall maintain, at minimum, the following insurance coverage:
- (1) Workers' Compensation/ Employers' Liability (including all states coverage) with a limit not less than the relevant statutory amount or one million dollars (\$1,000,000) per occurrence for employers' liability whichever is greater.
 - (2) Comprehensive Commercial General Liability (including personal injury & property damage, premises/operations, independent contractor, contractual liability and completed operations/products) with a bodily injury/property damage combined single limit not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate.
- b. At any time State may require the Contractor to provide a valid Certificate of Insurance detailing Coverage Description; Insurance Company & Policy Number; Exceptions and Exclusions; Policy Effective Date; Policy Expiration Date; Limit(s) of Liability; and Name and Address of Insured. Failure to provide required evidence of insurance coverage shall be a material breach of this Contract.
- E.6. 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.7. 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.8. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
 - d. have not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

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

- E.9. Unencumbered Personnel. All persons assigned by the Contractor to perform services for the State under this Contract, whether they are employees, agents, subcontractors, or principals of the Contractor, shall not be subject to any employment contract or restrictive covenant provisions which would preclude those persons for performing the same or similar services for the State after the termination of this Contract, either as a State employee, an independent contractor, or an employee, agent, subcontractor or principal of another contractor with the State. If the Contractor provides the State with the services of any person subject to a restrictive covenant or contractual provision in violation of this provision, any such restrictive covenant or contractual provision will be void and unenforceable, and the Contractor will pay the State and any person involved all of its expenses, including attorneys fees, caused by attempts to enforce such provisions.

- E.10. 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-316.27-201 (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.

- E.11. Voluntary Buyout Program. The Contractor acknowledges and understands that, for a period of two years beginning August 16, 2008, restrictions are imposed on former state employees who received a State of Tennessee Voluntary Buyout Program (VBP) severance payment with regard to contracts with state agencies that participated in the VBP.
- a. The State will not contract with either a former state employee who received a VBP severance payment or an entity in which a former state employee who received a VBP severance payment or the spouse of such an individual holds a controlling financial interest.
 - b. The State may contract with an entity with which a former state employee who received a VBP severance payment is an employee or an independent contractor. Notwithstanding the foregoing,

the Contractor understands and agrees that there may be unique business circumstances under which a return to work by a former state employee who received a VBP severance payment as an employee or an independent contractor of a State contractor would not be appropriate, and in such cases the State may refuse Contractor personnel. Inasmuch, it shall be the responsibility of the State to review Contractor personnel to identify any such issues.

- c. With reference to either subsection a. or b. above, a contractor may submit a written request for a waiver of the VBP restrictions regarding a former state employee and a contract with a state agency that participated in the VBP. Any such request must be submitted to the State in the form of the *VBP Contracting Restriction Waiver Request* format available from the State and the Internet at: www.state.tn.us/finance/rds/ocr/waiver.html. The determination on such a request shall be at the sole discretion of the head of the state agency that is a Party to this Contract, the Commissioner of Finance and Administration, and the Commissioner of Human Resources.

IN WITNESS WHEREOF:

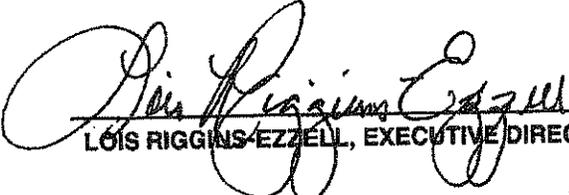
WALDEN SECURITY:

 3/13/09

CONTRACTOR SIGNATURE DATE
AMY WALDEN, CEO/CHAIRMAN

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

TENNESSEE STATE MUSEUM:

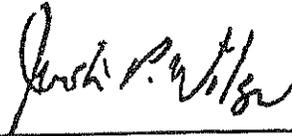
 3/13/09

LOIS RIGGINS-EZZELL, EXECUTIVE DIRECTOR DATE

APPROVED:

 APR 14 2009

M. D. GOETZ, JR., COMMISSIONER DATE
DEPARTMENT OF FINANCE AND ADMINISTRATION

 4/21/09

JUSTIN P. WILSON, COMPTROLLER OF THE TREASURY DATE

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

SUBJECT CONTRACT NUMBER:	
CONTRACTOR LEGAL ENTITY NAME:	WALDEN SECURITY
FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number)	V62144851901

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



CONTRACTOR SIGNATURE

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Contractor. 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.

AMY WALDEN, CEO/CHAIRMAN

PRINTED NAME AND TITLE OF SIGNATORY

3/13/09

DATE OF ATTESTATION