

Specifications

I. Scope

A. Scope of Service

To provide unarmed and armed security guard and patrol services as specified and scheduled by the Tennessee Department of Human Services (DHS) for the buildings, parking lots and surrounding grounds owned and/or leased by the State of Tennessee for DHS. All services provided by this contract shall be performed directly by the contract security company and its employees. This contract does not allow for any of the services to be subcontracted to any third party.

DHS Office Locations Where Guard Services Are Required

Tennessee Department of Human Services Welles Office (4 Posts)
3360 South 3rd Street
Memphis, Tennessee 38109-2944
Contact: Travis Williams, Program Director 2 - JP
Phone: (901) 344-3328
E-Mail: Travis.Williams@tn.gov

Alternate Contact : Janice Ratliff, ASA 2
Phone: (901) 543-7461
E-Mail : Janice.Ratliff@tn.gov

Days When Guards Required: Monday through Friday and on weekends if/as requested

B. Inspection and Walk-Through

The State will offer prospective bidders the opportunity to participate in a scheduled walk-through of the facilities in order to inspect the premises and familiarize themselves with the building conditions and grounds prior to submitting a bid. It is strongly recommended that prospective bidders participate in this walk-through. Failure to do so will not relieve the resulting Contractor from liabilities incurred in the event of a default in performance under the contract. Failure to visit the walk-through sites will be interpreted as meaning that the prospective bidder fully understands the contents of the subject solicitation and upon award agrees to honor the resulting contract.

The walk-through will be held as follows:

July 7, 2015 at 10:00 a.m.
Tennessee Department of Human Services Welles Office (4 Posts)
3360 South 3rd Street
Memphis, Tennessee 38109-2944
Estimated Square Footage: 42,000 (building only)

Individuals attending the walk-through should report to the main entrance of the building.

II. General Requirements and Information

A. Bidder Requirements

1. **Licensure Requirement.** The bidder security company shall be licensed in accordance with Tennessee Code Annotated (T.C.A.) The bidder shall possess State of Tennessee certificates and/or licenses to the extent such certificates or licenses are required to obtain security guard registration cards for their employees before performance of services in accordance with T.C.A. Title 62-Chapter 35. (Reference Breaches and Liquidated Damages.)

The bidder shall furnish written documentation of current licensure by the State of Tennessee prior to performing the services under this contract and each time the license is renewed during the term of this contract, as well as at any time such is requested by the Branch Manager or any other designated personnel.

2. **Time in Business.** The bidder shall have been actively engaged in the business of providing contractual security guard services for a minimum of three years preceding the start date of this contract.
3. **References.** The bidder shall furnish three references from entities where security guard services have been performed in a satisfactory and/or exceptional manner, within the past year, at locations similar in size and type as that required by this contract. The bidder shall provide the name, physical location, address, telephone numbers and email addresses for all references.

B. Security Guard Qualifications

1. The Contractor shall provide uniformed and armed and unarmed security guard and patrol services for the building, site, and shifts specified herein. All security personnel shall be screened, trained, qualified, and registered in accordance with local ordinances and Tennessee Code Annotated Title 62-Chapter 35. All guards used to perform the services of this contract must be employees of the Contractor.
2. Each security guard providing services under this contract shall:
 - a. Possess a minimum of one year experience as a military security officer, a civilian security guard, or a certified police officer;
 - b. Be 21 years of age or older; and
 - c. Be a high school graduate or have earned a General Educational Development (GED) high school equivalency diploma.

The Contractor shall provide documentation that each of these qualifications has been met to the Branch Manager or his/her designee for each guard assigned to provide services via this contract.

3. The security guards assigned to work under this contract shall be in good mental and physical health and capable of performing the assigned work. The Contractor's security guards shall possess binocular vision correctable to 30/30 (Snellen), be free of color blindness, and be able to hear ordinary conversations at fifteen (15) feet with or without benefit of a hearing aid.
4. Security guards assigned to work under this contract agreement shall possess good communication skills, be literate in order to read and understand printed regulations, written orders, training instructions and materials, and be able to compose complete, accurate written reports as required.

Security guards must be able to speak fluently and understand English and have the ability to read all printed documentation which is written in English.

5. The security guards identified by the Contractor to provide services specified shall have undergone a successful electronic fingerprint records check against the records of the Tennessee Bureau of Investigation and the National Crime Information Center (matched for all 50 states for a complete nationwide history). The Contractor shall ensure that no security guard assigned to work on the awarded contract has been convicted of a felony. Any charges for fingerprint records shall be the responsibility of the contractor.

Five days prior to the start of service provision via the contract, the Contractor shall provide to the State, written documentation that all employees assigned to perform services under this contract have successfully completed and passed a criminal background check as detailed above.

Five days prior to the assignment of any new employee to perform services under this contract, the Contractor shall provide to the State written documentation that the new employee has successfully completed and passed a criminal background check as detailed above.

6. The Contractor understands and acknowledges that all guards assigned under this contract shall be pre-approved by the Branch Manager or his/her designee prior to being assigned or reporting to any post. At least five days prior to the start of service provision via this contract, the Contractor shall provide to the Branch Manager or his/her designee a list of the names of all guards proposed for placement to fill the posts outlined herein.

C. Contractor Requirements and Responsibilities:

1. The Contractor shall, within ten business days of contract award, develop and present to the State a *Security Policies and Procedures Manual*. Said manual is to be submitted to the Branch Manager for review and written approval. The

policies and procedures for operating an efficient and effective security program contained in the manual shall include, but not be limited to:

- a. Details for each post at each location where services are to be provided;
- b. Specified duties for each shift and/or post during each emergency situation;
- c. An emergency plan to be implemented by security guards in cooperation with State staff in the event of each of the following:
 - Fire
 - Tornado or weather-related disaster
 - Earthquake
 - Civil disobedience
 - Bomb threats
 - An armed or otherwise dangerous building intruder and or
 - Other emergencies.

Said plan should include, at minimum, preparatory drills, and where appropriate, building evacuation measures and management of each emergency situation relative to both State staff and clients or other building visitors.

- d. An emergency telephone contact list specifying entities, and where appropriate, individuals to be notified during an emergency.

2. Once the *Security Policies and Procedures Manual* is approved by the State, the Contractor shall be responsible for implementation of the policies and procedures contained therein in cooperation with State staff. One copy of the manual shall be available at all times at each guard post and each building. One copy of the manual shall be provided to the Branch Manager at each respective office and to the Branch Manager. One copy of the manual shall be provided to the Tennessee Department of General Services Facility Administrator.
3. The Contractor shall, at the State's request, make any necessary updates or edits to the *Security Policies and Procedures Manual*, obtaining written approval of any changes made. Copies of the updated material, or if necessary, an entire copy of the revised manual shall be distributed as outlined about in Item C.3.
4. The Contractor shall ensure that all the security guards and supervisory personnel assigned to perform under this contract shall attend a four hours mandatory orientation to be conducted by the State at no additional charge to the State.
5. The Contractor shall ensure that all personnel have in their possession valid State of Tennessee registration cards at all times. No security officer shall be assigned to a post if he/she has a pending application rather than a fully approved registration card. The Contractor shall provide the name and telephone number, as well as the name and telephone number(s) of an emergency contact, for each security guard assigned to provide services under this contract, to the Branch Manager or other designated personnel, as often as necessary, in order to maintain a current and complete listing of all security personnel performing services herein. (Reference Breaches and Liquidated Damages.)

6. Each security guard shall be allowed one thirty (30) minute break for lunch and two fifteen (15) minute breaks daily. The State will not pay for lunch breaks. During the time the security guard is away from the guard station, the Branch Manager or his/her designee will coordinate coverage through guard re-assignments. Each break shall be taken in areas designated by the State. Should assigned guards smoke, no additional break time for smoking shall be taken, and smoking shall be only in areas designated by the State.
7. The Contractor shall furnish all uniforms to include dress shirts or blouses, belts, slacks, clean, polished shoes or boots, and outerwear. The Contractor shall insure that uniforms are neat, clean, pressed, properly sized and present a professional appearance. An appropriate company badge, including position identification and name shall be plainly visible on outer garments, and on caps, if worn, at all times. Each guard shall remain in complete uniform at all times when on duty, unless specifically authorized otherwise by the State. The Contractor shall be responsible for procuring specified individual equipment and uniforms. The Contractor shall not request reimbursement from their guards for the individual equipment and uniforms required under this solicitation.
8. The Contractor shall ensure all security guards are properly equipped for the performance of duties under this contract and that each is appropriately trained regarding the correct use of equipment. All equipment provided by the Contractor shall be maintained in good working order by the Contractor.
9. The Contractor shall provide communication devices of adequate size, power, and range for personnel assigned to perform services under this contract. A minimum of eight communication devices are required; four per site location with one device assigned to each guard post. Further, the Contractor shall maintain a sufficient number of extra compatible communication devices, batteries, chargers, and other accessories to ensure instant replacement of non-working units.
10. The Contractor shall provide for the safety of their employees and shall accept total responsibility and provide supervision for their employees. Security personnel shall be accountable, responsible, courteous, able to handle unexpected situations in a professional manner, and able to perform as a unit.
11. Guards shall refrain from reading any material unrelated to the performance of contracted services, the use of laptops, music players, DVD players, or electronic game devices, using the telephone for personal calls, texting while on duty, sleeping, or any other non-work related activity. The State will not compensate the Contractor for any time during which the Contractor's personnel are conducting activities which are unrelated to the required services of this contract, including but not limited to, those enunciated above.
12. Guards shall wait until a replacement arrives and shall not leave a post unattended at any time.
13. The Contractor shall ensure all security personnel are proficiently trained regarding the performance of all duties specified in this contract, including:

- a) the proper procedures in the event of a building emergency, as specified in the *Security Policies and Procedures Manual* ;
- b) the overall security plan for the facility as specified in the *Security Policies and Procedures Manual*; and
- c) the afterhours procedures to notify State personnel of any incident considered to be an emergency by the Contractor.

And that the Contractor's security personnel carry out the above referenced duties

- 14. The Contractor shall designate a primary point of contact with which State staff may communicate regarding scheduling issues twenty-four hours per day, seven days a week. If the designated point of contact is unavailable at the time of contact from the State, a return call or e-mail shall be initiated within a thirty (30) minute time frame. In the event that the primary point of contact is unavailable, the Contractor shall notify the State in advance and provide information for an alternate point of contact. In addition to a primary and secondary point of contact, the Contractor shall provide the names and contact information for a regional and/or branch manager assigned to this contract.
- 15. The Contractor shall have twenty-four (24) hour dispatch availability to ensure extra guards are available on short notice if required, including, but not limited to, when an assigned guard does not report for duty, is tardy, or leaves during the work day or when ad hoc security needs arise for special events or unforeseen requirements.
- 16. The Contractor shall immediately notify the Branch Manager in the event that an assigned security guard is delayed or will be absent and, within two hours of the time the assigned guard's shift was to start, shall supply oriented, registered, qualified replacement personnel as needed to ensure that all shifts and posts are covered. In the event that an assigned guard must leave prior to the end of the work day, the Contractor shall notify the State of this and shall ensure that an oriented, licensed, qualified replacement guard is in place to fill the post without any gap in coverage.
- 17. The Contractor shall dispatch oriented replacement guard(s) to the facility within two hours of notification by the State that a post is not staffed whenever the regularly scheduled guard(s) is/are unable to perform duties for any given shift. The replacement guard(s) shall be in complete uniform and fully equipped.
- 18. The Contractor's employees shall cooperate with the Branch Manager and/or his/her designee and with the Office Manger to resolve issues as necessary.
- 19. The Contractor shall insure that all forms or documents related to the facilities and utilized by its employees are submitted daily to the Branch Manager or his/her designee as prescribed by the State.
- 20. The Contractor shall itemize invoices by building location. Invoices and any ancillary documentation submitted shall be in a form and substance acceptable to the State and shall include supporting documentation, including but not limited to, the date, time, and attendance record for each individual guard specified by name.

Invoices shall be submitted to the Office Manger using the contact information as follows:

Janice Ratliff, ASA-2
Tennessee Department of Human Services
One Commerce Square
40 S. Main Street, Suite 900
Memphis, TN 38103
Phone: (901)-543-7461

D. Building Security and Safety Requirements:

1. "Security and guard patrol service," as defined in T.C.A. § 62-35-102 (16), means protection of persons or property, or both, from criminal activities, including, but not limited to:
 - a. Prevention or detection, or both, of intrusion, unauthorized entry, larceny, vandalism, abuse, fire or trespass on private property;
 - b. Prevention, observation, or detection of any unauthorized activity on private property;
 - c. Enforcement of rules, regulations or local or state laws on private property;
 - d. Control, regulation or direction of the flow or movements of the public, whether by vehicle or otherwise on private property; or
 - e. "street patrol service," which means the utilization of foot patrols, motor patrols or any other means of transportation in public areas or on public thoroughfares in order to serve multiple customers or facilities.
2. Security services shall include, but not be limited to, the surveillance and control of ingress and egress to Department of Human Services facilities, parking lots and grounds, as well as the investigating and responding to all criminal acts, incidents and accidents occurring on the property owned or leased by the State. This includes but is not limited to:
 - a. Effectively communicating with, cooperating with, and assisting all related law enforcement, emergency, and investigative authorities having federal, state or local jurisdiction, and
 - b. Assisting the Branch Manager in any emergency situations.
3. The Contractor shall communicate any known hazards or potential hazards affecting employees, visitors and customers at the Department of Human Services facilities to the Branch Manager and or his/her designee immediately on becoming aware of such hazards.

E. Shift Responsibilities and Record Keeping:

1. Guards shall take proper measures based on the established and approved policies and procedures provided by the State to protect the employees, clients, visitors and property of the State.
2. Security guards shall be required to sign in and out daily on a duty roster/timesheet, which shall be filed daily with the Branch Manager. The Branch Manager will review each duty roster/timesheet in order to verify the accuracy of the hours reported, after which he/she will notify the Contractor of discrepancies noted, if any.
3. All security guards and security personnel on site during any incident shall be required to file a written report of all such with the Branch Manager, within twenty-four (24) hours of the incident. Said report shall be in a form and substance acceptable to the State.
4. After the initial start of contract services, any new security personnel assigned to a shift shall be required to work a full shift with an experienced security guard prior to assuming shift authority and responsibilities. Such shifts shall be the same as the employee is expected to be assigned. The cost of all training shall be absorbed by the Contractor.
5. The Contractor's security guards providing services under this contract shall maintain strict standards of confidentiality of records and information in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor in the performance of services shall be regarded as confidential information in accordance with the provisions of applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards. Such confidential information 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 applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards.

The Contractor's staff shall be mindful of the need for privacy when DHS staff members are speaking with clients and shall maintain an appropriate distance away, so as to avoid overhearing a confidential conversation.

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 Contractor without the use of the State's information; or disclosed by the State to others without restrictions against disclosure. Nothing in this paragraph shall permit the Contractor to disclose any information that is confidential under federal or state law or regulations, regardless of whether it has been disclosed or made available to the Contractor due to intentional or negligent actions or inactions of agents of the State or third parties.

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

6. Security personnel shall assist with routine responsibilities such as escorting clients, and crowd control as requested by the Branch Manager or other designated personnel.
7. The security guards shall make random, roving patrols to each building/area located within the facility as designated by the Branch Manager or his/her designee.
8. The security guard shall assist with holding the door for elderly and/or disabled clients entering the building when deemed necessary.

F. Specifications and Special Service Requirements:

The Contractor shall provide guards for four posts at the Welles Office. Listed below are the guard post locations and service requirements. Posts may be modified at the State's discretion.

1. Post One: Family Assistance Front Lobby Welles Offices

The Contractor shall provide armed security service as specified for one post located in the front lobby. This is a standing post. The security guard assigned to this post shall be observant of any area and/or circumstance that could adversely affect the safety of employees, visitors or property and shall immediately report said information to the Branch Manager or his/her designee. In addition, the guard shall monitor disturbances caused by individuals, ask individuals creating the disturbances to leave, and notify proper authorities immediately.

Shift/Services Schedule:

The shift for this post begins at 7:00 a.m. and ends at 5:00 p.m., Monday through Friday, except on State holidays. Schedules may be amended and/or changed as deemed necessary by the Branch Manager or his/her designee. In the event of some extenuating circumstance, such as a natural disaster, the State may request additional hours of service.

2. Post Two: Family Assistance Rear Entrances and Fire Lanes - Welles Offices

The Contractor shall provide security services as specified for one security guard located either outside of the front or rear entrances (fire lane) or inside at the front booth. This is a standing post. This guard shall secure the front and/or rear entrances of the building, keep the fire lane clear, prevent loitering and assist any physically challenged individuals entering or leaving the offices. This security guard shall be observant of any area and/or circumstance that could adversely affect the safety of employees, visitors or property and shall immediately report said information to the Branch Manager or his/her designee. This guard shall issue visitor badges and shall maintain a sign-in/out log of individuals entering without state issued identification and shall provide the log to the Branch Manager on a weekly basis.

Shift/Services Schedule:

The shift for this post begins at 7:00 a.m. and ends at 4:45 p.m., Monday through Friday, except on State holidays. Schedules may be amended and/or changed as deemed necessary by the Branch Manager or designee. In the event of some extenuating circumstance, such as a natural disaster, the State may request additional hours of service.

3. Post Three: Employees' and Customers' Parking Lots Welles Offices

The Contractor shall provide security service as specified for one guard to patrol the front parking lot designated for customers and the designated employees' parking area. The guard shall patrol the parking lots on a continuous basis by motorized patrol in order to monitor tenant and visitor activities, with special attention to activity at the beginning and the conclusion of the day. It shall be the Contractor's responsibility to provide the vehicles, motorized transportation cart(s) (MTC) and MTC storage. Vehicles and/or carts used shall be identified as the Contractor's property. The Contractor shall refrain from transporting DHS clients or staff in the MTC. In the event that the MTC is unavailable, assigned guards shall conduct a walking patrol of the parking lot. Notwithstanding the foregoing, the Contractor shall remain subject to liquidated damages for failure to provide vehicles/motorized carts for use in continuous motorized patrol of parking lots, unless the State, at its sole discretion elects to waive this requirement.

The guard shall be required to immediately report any vandalism or violent acts to the guard stationed at the front lobby post via their communication devices and cooperate with authorities as necessary. The guard stationed at the front lobby post, shall in turn immediately notify the Branch Manager or his or her designee. These security guards shall be observant of any area and/or circumstance that could adversely affect the safety of employees, visitors or property and shall immediately report said information to the Branch Manager or his/her designee. (Reference Breaches and Liquidated Damages.)

Shift/Services Schedule:

The shift for this post begins at 8:00 a.m. and ends at 4:30 p.m., Monday through Friday, except on State holidays. Schedules may be amended and/or changed as deemed necessary by the Branch Manager or his/her designee. In the event of some extenuating circumstance, such as a natural disaster, the State may request additional hours of service.

4. Post Four: Front Lobby/Parking Welles Offices

The Contractor shall provide security service as specified for one security guard to be stationed in the Front Lobby/Parking area. This is a standing post. The guard shall monitor disturbances caused by individuals and notify the proper authorities. The guard shall be observant of any area and/or circumstance that could adversely affect the safety of employees, visitors, or property and shall immediately report said information to the Branch Manager or his/her designee.

Shift/Services Schedule:

The shift for this post begins at 8:30 a.m. and ends at 5:00 p.m., Monday through Friday, except on state holidays. Schedules may be amended and/or changed as deemed necessary by the Branch Manager or his/her designee. In the event of some extenuating circumstance, such as a natural disaster, the State may request additional hours of service.

G. State Responsibilities:

1. The State, at its sole discretion, reserves the right to refuse any personnel offered by the Contractor to provide services in the performance of this Contract. Furthermore, the State reserves the right to withdraw, at its sole discretion, approval of personnel that was previously granted should it be determined that doing so is in the best interest of the State.
2. The State reserves the right to increase and/or decrease the volume of services requested and to add additional guards and services, as warranted, at the hourly rate per guard bid by the Contractor.
3. The State will provide designated areas where security staff may take breaks and lunch.