

**CHRISTINA MAGRÁNS**  
Attorney  
City of Knoxville

Document No. C-19-0097

## **AGREEMENT**

**THIS AGREEMENT** (“Agreement”) is made by and between the **CITY OF KNOXVILLE**, a municipal corporation organized and existing under the laws of the State of Tennessee (the “**CITY**”) and **VINSON GUARD SERVICE, INC.**, 955 Howard Avenue, New Orleans, LA 70113 (“**CONTRACTOR**”).

### **WITNESSETH:**

**WHEREAS**, the Purchasing Agent for the City issued a Request for Proposals for security services for the Broadway-Magnolia Avenue Safe Space, to include all personnel, labor, equipment and services in performing security services at the locations noted in this Agreement (“Security Services”); and

**WHEREAS**, an Evaluation Committee has determined that Vinson Guard Service, Inc. submitted the most responsive proposal; and

**WHEREAS**, Contractor has the necessary skills and expertise to perform the Security Services.

**NOW, THEREFORE**, the City and Contractor, for the mutual considerations stated herein, agree as follows:

## **ARTICLE 1. BASIC AGREEMENTS**

### 1.1 SCOPE OF SERVICES. Basic Information:

Contractor will provide all personnel, labor, and equipment in performing security services at the Broadway- Magnolia Avenue Safe Space. Service will be provided seven (7) days a week, year round, by unarmed security officer(s) for approximately twelve (12) hours per day. Service will primarily consist of foot patrol within the area. Security staff will be responsible for unlocking and locking Safe Space entrance gate at designated times. All personnel will wear

distinguishable uniforms, as approved by the City. Schedule of times to lock and unlock site will be determined, but is expected to reflect the needs of the community the space will serve.

Contractor shall employ qualified staff to provide security services in a compassionate and respectful manner. Due to the challenges particular to this population, staff must possess the skills to evaluate situations and identify the appropriate means of response. Contractor shall have sufficient knowledge of and/or demonstrated experience working with unsheltered persons, culturally diverse populations, individuals with mental illness, alcohol and drug abuse, physical and sexual abuse, and developmental disabilities. Security staff will be expected to develop the level of trust and rapport necessary to maintain peace and order with the population the Safe Space will serve. Contractor is expected to work directly with the Knoxville Police Department and other community outreach agencies and social services providers, as needed, to best serve the unsheltered persons occupying the area.

1.2 COMPANY LICENSURE. Pursuant to T.C.A. § 62-35-104, Contractor shall provide proof of state licensure for operating private protective services. All attending security personnel must be qualified, have had all necessary training and passed examination requirements pursuant to TCA § 62-35-101, et seq.; and must have a valid registration card in their possession whenever performing security services for the City.

1.3 CONTRACT DOCUMENTS. The executed Contract Documents will consist of the following:

- (A) This Agreement;
- (B) City's Request for Proposals, Security Services for Broadway-Magnolia Avenue Safe Space, attached to this Agreement as Exhibit A;
- (C) Contractor's Proposal dated September 28, 2018, attached to this Agreement as Exhibit B.

All exhibits attached to this Agreement are incorporated herein by reference and made a part of this Agreement as if they were fully set out verbatim. To the extent there is a conflict between the terms of any of the documents that constitute this Agreement, the terms that provide the greater benefit to the City and/or impose the greater obligation on Contractor shall control.

1.4 TERM. This Agreement will be effective November 15, 2018 upon its execution by the appropriate officials shown on the signature page of this Agreement. The term of this Agreement will expire on November 15, 2019, unless earlier terminated pursuant to the provisions of this Agreement. The term of this Agreement may be extended for two (2) additional one (1) year terms, under the same provisions, upon the prior written approval of the City and Contractor.

1.5 CONTRACT PRICE. For the satisfactory performance of the services ordered and rendered under this Agreement, the City will pay Contractor an annual amount not to exceed \$170,054.40, to be billed monthly at the following hourly rates:

**One Security Officer:**

Regular bill rate per hour \$20.34

Holiday/Overtime/Special Coverage Rate Per Hour: \$27.88

**Two Security Officers:**

Regular bill rate per hour \$19.31

Holiday/Overtime/Special Coverage Rate Per Hour: \$26.85

- 1.6 INVOICES AND PAYMENT SCHEDULE. Each month, Contractor will provide an itemized invoice statement that reflects the dates and the amount of hours worked and the hourly rates of such work for the previous month pursuant to this Agreement. Monthly payments for services rendered will be made upon the City's receipt of an undisputed invoice statement. Payment for services rendered does not indicate the City's acceptance of such services as being fully in accord with all the provisions of this Agreement.

**ARTICLE 2.  
TERMINATION**

The City may, by written notice of default to Contractor, terminate the whole or any part of this Agreement if Contractor fails to make delivery of the supplies or to perform the services wherein the time specified herein or any extension thereof; or if Contractor fails to perform any of the other provisions of the Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) days (or such longer period as the Purchasing Agent may authorize in writing) after receipt of notice from the Purchasing Agent specifying such failure.

If the Agreement is terminated in whole or in part or default, the City may procure, upon such terms and in such manner as the Purchasing Agent may deem appropriate, supplies of services similar to those so terminated.

If, after notice of termination of this Agreement under the provisions of this clause, it is determined for any reason that Contractor was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to termination for convenience of the City.

The rights and remedies of the City provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

**ARTICLE 3.  
HOLD HARMLESS AND INDEMNIFICATION**

Contractor shall defend, indemnify and hold harmless the City, its officers, employees and agents from any and all liabilities which may accrue against the City, its officers, employees and agents or any third party for any and all lawsuits, claims, demands, losses or damages alleged to have arisen from an act or omission of Contractor in performance of this Agreement or from Contractor's failure

to perform this Agreement using ordinary care and skill, except where such injury, damage, or loss was caused by the sole negligence of the City, its agent or employees.

Contractor shall save, indemnify and hold the City harmless from the cost of the defense of any claim, demand, suit or cause of action made or brought against the City alleging liability referenced above, including, but not limited to costs, fees, attorney fees, and other expenses of any kind whatsoever arising in connection with the defense of the City; and Contractor shall assume and take over the defense of the City in any such claim, demand, suit, or cause of action upon written notice and demand for same by the City. Contractor will have the right to defend the City with counsel of its choice that is satisfactory to the City, and the City will provide reasonable cooperation in the defense as Contractor may request. Contractor will not consent to the entry of any judgment or enter into any settlement with respect to an indemnified claim without the prior written consent of the City, such consent not to be unreasonably withheld or delayed. The City shall have the right to participate in the defense against the indemnified claims with counsel of its choice at its own expense.

Contractor shall save, indemnify and hold the City harmless and pay judgments that shall be rendered in any such actions suits, claims or demands against the City alleging liability referenced above.

The indemnification and hold harmless provisions of this Agreement shall survive termination of the Agreement.

#### **ARTICLE 4. ADA COMPLIANCE**

With regard to the services performed under this Agreement, Contractor will comply with all applicable requirements of the Americans with Disabilities Act, 42 U.S.C. § 12101, *et seq.* (“ADA”). Contractor agrees that it will defend, indemnify and hold the City harmless against any and all claims, demands, suits or causes of action which arise out of any negligent and/or intentional act or omission by Contractor, its employees, agents or representatives that violates the ADA. Contractor agrees that the City will not be responsible for any costs or expenses arising from Contractor’s failure to comply with the ADA.

#### **ARTICLE 5. NOTICES**

Any notice required or permitted under this Agreement will be directed to the following representatives or such other address as either party may designate by written notice to the other:

City of Knoxville:  
Boyce Evans, Purchasing Agent  
P.O. Box 1631  
Knoxville, TN 37901-1631  
(865) 215-2070  
[bhevans@knoxvilletn.gov](mailto:bhevans@knoxvilletn.gov)

Contractor:  
Maria V. Landry, CPP  
Vinson Guard Service, Inc.  
955 Howard Avenue  
New Orleans, LA 70113  
(504) 529-2260  
[execs@vinsonguard.com](mailto:execs@vinsonguard.com)

cc: Becky Wade  
Community Development Director  
P. O. Box 1631  
Knoxville, TN 37901-1631  
(865) 215-2322  
[bwade@knoxvilletn.gov](mailto:bwade@knoxvilletn.gov)

Notices shall be in writing and shall be effective when actually delivered in person, received via facsimile transmission, or private carrier with signature confirmation, or when received in the U.S. Mail, certified with return receipt requested, postage pre-paid and addressed to the party as stated above.

## ARTICLE 6. INSURANCE

Contractor shall at its sole expense obtain and maintain in full force and effect for the duration of the Agreement and any extension hereof at least the following types and amounts of insurance for claims which may arise from or in connection with this Agreement. All insurance must be underwritten by insurers with an A.M. Best rating of A-VIII or better.

1. ***Commercial General and Umbrella Liability Insurance***; occurrence version commercial general liability insurance, and if necessary umbrella liability insurance, with a limit of not less than \$2,000,000 each occurrence for bodily injury, personal injury, property damage, and products and completed operations. If such insurance contains a general aggregate limit, it shall apply separately to the work/location in this Agreement or be no less than \$3,000,000.

Such insurance shall:

- a. Contain or be endorsed to contain a provision that includes the City, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts, or equipment furnished in connection with such work or operations. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed insureds. Proof of additional insured status up to and including copies of endorsements and/or policy wording will be required.
- b. For any claims related to this project, Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance programs covering the City, its officials, officers, employees, and volunteers shall be excess of Contractor's insurance and shall not contribute with it.
- c. At the sole discretion of the City, dedicated limits of liability for this specific project may be required.

2. ***Automobile Liability Insurance;*** including vehicles owned, hired, and non-owned, with a combined single limit of not less than \$1,000,000 each accident. Such insurance shall include coverage for loading and unloading hazards. Insurance shall contain or be endorsed to contain a provision that includes the City, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of Contractor.
3. ***Workers' Compensation Insurance.*** Contractor shall maintain workers' compensation insurance with statutory limits as required by the State of Tennessee or other applicable laws and employers' liability insurance with limits of not less than \$500,000. Contractor shall require each of its subcontractors to provide Workers' Compensation for all of the latter's employees to be engaged in such work unless such employees are covered by Contractor's workers' compensation insurance coverage.
4. ***Other Insurance Requirements.*** Contractor shall:
  - a. Prior to commencement of services, furnish the City with original certificates and amendatory endorsements effecting coverage required by this section and provide that such insurance shall not be cancelled, allowed to expire, or be materially reduced in coverage except on 30 days' prior written notice to the City Attorney of Knoxville, P.O. Box 1631, Knoxville, Tennessee 37901. Proof of policy provisions regarding notice of cancellation will be required.
  - b. Upon the City's request, provide certified copies of endorsements and policies in lieu of or in addition to certificates of insurance. Copies of policies will only be requested when contracts are deemed to be extremely or uniquely hazardous, include a dollar amount that is significant to the overall budget of the City or a City Department, or the coverage(s) may not follow standard insurance forms. A policy will only be requested after the City's Risk Manager has reviewed the contract and proof of coverage has been provided. Should the certificate of insurance refer to specific coverage wording or endorsement(s), proof of such policy wording or endorsement(s) will be required.
  - c. Replace certificates, policies, and endorsements for any such insurance expiring prior to completion of services.
  - d. Maintain such insurance from the time services commence until services are completed. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of contract.
  - e. If Contractor cannot procure insurance through an insurer having an A.M. Best rating of A-VIII, Contractor may, in the alternative, place such insurance with an insurer licensed to do business in Tennessee and having A.M. Best Company ratings of no less than A. Modification of this standard may be considered upon appeal to the City Law Director.

- f. Require all subcontractors to maintain during the term of the Agreement Commercial General Liability insurance, Business Automobile Liability insurance, and Workers' Compensation/Employer's Liability insurance (unless subcontractor's employees are covered by Contractor's insurance) in the same manner as specified for Contractor. Contractor shall furnish subcontractors' certificates of insurance to the City without expense immediately upon request.

Large Deductibles; Self-Insured Retentions. Any deductibles and/or self-insured retentions greater than \$50,000 must be disclosed to and approved by the City of Knoxville prior to the commencement of services. Use of large deductibles and/or self-insured retentions will require proof of financial ability as determined by the City.

Waiver of Subrogation Required. The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, and employees for losses arising from work performed by Contractor for the City. Proof of waiver of subrogation up to and including copies of endorsements and/or policy wording will be required.

Occurrence Basis Requirement. All general liability policies must be written on an occurrence basis unless the Risk Manager determines that a claims made basis is reasonable in the specific circumstance. Use of policies written on a claims made basis must be approved by the City Risk Manager and retroactive dates and/or continuation dates must be provided to the City prior to commencement of any work performed. Professional Liability and Environmental Liability (Pollution Coverage) are most commonly written on a claims made basis and are generally acceptable in that form.

## **ARTICLE 7. NON-DISCRIMINATION**

Contractor hereby agrees that it:

- (A) Will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, disability, familial status or national origin;
- (B) Will take affirmative action to ensure that applicants are employed, and that employees are treated during the employment, without regard to race, color, religion, sex, age, disability, or familial status or national origin;
- (C) Will in all solicitations or advertisements for employees placed by or on behalf of itself, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, familial status or national origin;
- (D) Will include these provisions in every subcontract or sublease let by or for it.

**ARTICLE 8.  
ETHICAL STANDARDS**

Contractor hereby takes notice of and affirms that it is not in violation of, or has not participated, and will not participate, in the violation of any of the following ethical standards prescribed by the Knoxville City Code:

(A) Sec. 2-1048. Conflict of Interest.

It shall be unlawful for any employee of the city to participate, directly or indirectly, through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering advice, investigation, auditing or otherwise, in any proceeding or application, request for ruling or other determination, claim or controversy or other matter pertaining to any contract or subcontract and any solicitation or proposal therefor, where to the employee's knowledge there is a financial interest possessed by:

- (1) The employee or the employee's immediate family;
- (2) A business other than a public agency in which the employee or a member of the employee's immediate family serves as an officer, director, trustee, partner or employee; or
- (3) Any other person or business with whom the employee or a member of the employee's immediate family is negotiating or has an arrangement concerning prospective employment.

(B) Sec. 2-1049. Receipt of Benefits from City Contracts by Councilmembers, Employees and Officers of the City.

It shall be unlawful for any member of council, member of the board of education, officer or employee of the city to have or hold any interest in the profits or emoluments of any contract, job, work or service, either by himself or by another, directly or indirectly. Any such contract for a job, work or service for the city in which any member of council, member of the board of education, officer or employee has or holds any such interest is void.

(C) Sec. 2-1050. Gratuities and Kickbacks Prohibited.

*Gratuities.* It is unlawful for any person to offer, give or agree to give to any person, while a city employee, or for any person, while a city employee, to solicit, demand, accept or agree to accept from another person, anything of a pecuniary value for or because of:

- (1) An official action taken, or to be taken, or which could be taken;
- (2) A legal duty performed, or to be performed, or which could be performed; or
- (3) A legal duty violated, or to be violated, or which could be violated by such person while a city employee.

Anything of nominal value shall be presumed not to constitute a gratuity under this section.



*Kickbacks.* It is unlawful for any payment, gratuity or benefit to be made by or on behalf of a subcontractor or any person associated therewith as an inducement for the award of a subcontract or order.

(D) Sec. 2-1051. *Covenant Relating to Contingent Fees.*

(a) *Representation of Contractor.* Every person, before being awarded a contract in excess of ten thousand dollars (\$10,000.00) with the city, shall represent that no other person has been retained to solicit or secure the contract with the city upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for bona fide employees or bona fide established commercial, selling agencies maintained by the person so representing for the purpose of securing business.

(b) *Intentional violation unlawful.* The intentional violation of the representation specified in subsection (a) of this section is unlawful.

(E) Sec. 2-1052. *Restrictions on Employment of Present and Former City Employees.*

*Contemporaneous employment prohibited.* It shall be unlawful for any city employee to become or be, while such employee, an employee of any party contracting with the particular department or agency in which the person is employed.

For violations of the ethical standards outlined in the Knoxville City Code, the City has the following remedies:

- (1) Oral or written warnings or reprimands;
- (2) Cancellation of transactions; and
- (3) Suspension or debarment from being a Contractor or subcontractor under City or City-funded contracts.

The value of anything transferred in violation of these ethical standards shall be recoverable by the City from such person. All procedures under this section shall be in accord with due process requirements, including but not limited to a right to notice and hearing prior to imposition of any cancellation, suspension or debarment from being a Contractor or subcontractor under a City contract.

## **ARTICLE 9. MISCELLANEOUS PROVISIONS**

9.1 INDEPENDENT CONTRACTOR. Contractor shall perform all obligations under this Agreement as an independent contractor; neither Contractor nor its employees shall be considered employees, partners or agents of the City, nor shall it or its employees be entitled to any benefits, insurance, pension, or workers' compensation as an employee of the City.

9.2 ASSIGNMENT. Contractor shall not assign or transfer any interest in this Agreement without obtaining the prior written approval of the City.

9.3 SUBCONTRACTS TO THE AGREEMENT. Contractor shall not enter into a subcontract for any of the services performed under this Agreement without obtaining the prior written approval of the City.

9.4 WRITTEN AMENDMENTS. This Agreement may be modified only by a written amendment or addendum that has been executed and approved by the appropriate officials shown on the signature page of this Agreement.

9.5 REQUIRED APPROVALS. Neither Contractor nor the City is bound by this Agreement until it is approved by the appropriate officials shown on the signature page of this Agreement.

9.6 ARTICLE CAPTIONS. The captions appearing in this Agreement are for convenience only and are not a part of this Agreement; they do not in any way limit or amplify the provisions of this Agreement.

9.7 SEVERABILITY. If any provision of this Agreement is determined to be unenforceable or invalid, such determination shall not affect the validity of the other provisions contained in this Agreement. Failure to enforce any provision of this Agreement does not affect the rights of the parties to enforce such provision in another circumstance, nor does it affect the rights of the parties to enforce any other provision of this Agreement at any time.

9.8 FEDERAL, STATE AND LOCAL REQUIREMENTS. Contractor is responsible for full compliance with all applicable federal, state, and local laws, rules and regulations.

9.9 NO BENEFIT FOR THIRD PARTIES. The services to be performed by Contractor pursuant to this agreement with the City are intended solely for the benefit of the City, and no benefit is conferred hereby, nor is any contractual relationship established herewith, upon or with any person or entity not a party to this Agreement. No such person or entity shall be entitled to rely on Contractor's performance of its services hereunder, and no right to assert a claim against the City or Contractor, its officers, employees, agents or contractors shall accrue to Contractor or to any subcontractors, independently retained professional consultant, supplier, fabricator, manufacturer, lender, tenant, insurer, surety or any other third party as a result of this Agreement or the performance or non-performance of Contractor's services hereunder.

9.10 NON-RELIANCE OF PARTIES. Parties explicitly agree that they have **not** relied upon any earlier or outside representations other than what has been included in this Agreement. Furthermore, neither party has been induced to enter into this Agreement by anything other than the specific written terms set forth herein.

9.11 FORCE MAJEURE. Neither party shall be liable to the other for any delay or failure to perform any of the services or obligations set forth in this Agreement due to causes beyond its reasonable control, and performance times shall be considered extended for a period of time equivalent to the time lost because of such delay plus a reasonable period of time to allow the parties to recommence performance of their respective obligations hereunder. Should a circumstance of force majeure last more than ninety (90) days, either party may by written notice to the other terminate this Agreement. The term "force majeure" as used herein shall mean the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any

kind of the government of the United States or of the State or any of their departments, agencies or officials, or any civil or military authority; insurrections, riots, landslides, earthquakes, fires, storms, tornadoes, droughts, floods, explosions, breakage or accident to machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of either party.

9.12 EEO/AA. The City of Knoxville is an EEO/AA/Title VI/Section 504/ADA/ADEA Employer.

9.13 GOVERNING LAW AND VENUE. This Agreement shall be governed and construed in accordance with the laws of the State of Tennessee. Any action for breach of this Agreement or to enforce or nullify any provision of this agreement shall be instituted only in a court of appropriate jurisdiction in Knox County, Tennessee.

9.14 ENTIRE AGREEMENT. This Agreement forms the entire Agreement between the City and Contractor. Any prior representations, promises, agreements, oral or otherwise, between the parties, which are not embodied in this writing, shall be of no force or effect.

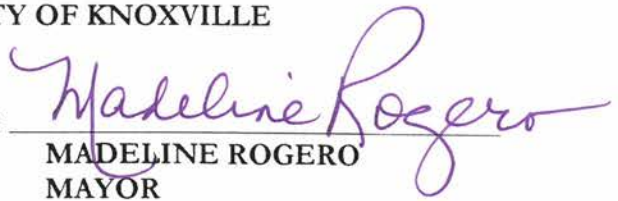
**IN WITNESS WHEREOF**, the City and Contractor have executed this Agreement in two

(2) copies as of the below-written date.

**APPROVED AS TO FORM:**

  
CHARLES W. SWANSON  
LAW DIRECTOR

**CITY OF KNOXVILLE**

BY:   
MADELINE ROGERO  
MAYOR

**FUNDS CERTIFIED:**

  
JAMES YORK  
FINANCE DIRECTOR


**VINSON GUARD SERVICE, INC.**

BY:   
TITLE: CONTROLLER

**Required Documents:**

**Exhibit A:** City's Request for Proposals, Security Services for Broadway-Magnolia Avenue Safe Space

**Exhibit B:** Contractor's Proposal dated September 28, 2018

**Exhibit C:** Certificate of Insurance X 

# EXHIBIT A

## **CITY OF KNOXVILLE REQUEST FOR PROPOSALS**

### **Security Services for Broadway-Magnolia Ave. Safe Space**

**Proposals to be Received by 11:00:00 a.m., Eastern Time  
September 28, 2018**

Submit Proposals to:  
City of Knoxville  
Purchasing Division  
City/County Building  
Room 667-674  
400 Main Street  
Knoxville, Tennessee 37902

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**CITY OF KNOXVILLE**  
**Request for Proposals**  
**Security Services for**  
**Broadway-Magnolia Ave. Safe Space**

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**City of Knoxville  
Request for Proposals  
Security Services for  
Broadway-Magnolia Ave. Safe Space**

**I. Statement of Intent**

The City of Knoxville is seeking proposals from responsible, qualified security services firms to provide security services at the intersection of Broadway and Magnolia Avenues. This space will be undergoing improvements to create a Safe Space for unsheltered persons experiencing homelessness in the Knoxville community. A particular focus is to be given on maintaining order while respectfully engaging with unsheltered persons occupying the area.

The City intends to award a contract for the term of one (1) year with two (2) optional one-year renewals. The City anticipates a contract start date of early to mid-November.

**II. RFP Time Line**

Availability of RFP ..... September 7, 2018

Deadline for questions to be submitted in writing to the  
Procurement Specialist ..... September 21, 2018

**Proposals Due Date ..... September 28, 2018**

This timetable is for the information of submitting entities. These dates are subject to change. **However, in no event shall the deadline for submission of the proposals be changed except by written modification from the City of Knoxville Purchasing Division.**

**III. Background**

The City of Knoxville is developing a new public “Safe Space” to serve as a low-barrier daytime space for unsheltered homeless persons to utilize during day light hours. The space is intended to be in the area under the Interstate-40 viaduct on the West side of Broadway. The outdoor space shall be enclosed with fencing and a lockable gate. This gate will be opened each morning and closed each evening. The City of Knoxville Public Service Department will maintain cleanliness of the space nightly. Basic amenities, including outdoor furniture and portable toilets will be available in the space. Social Service outreach workers will also frequently visit the space to work with the unsheltered population. These outreach workers will assist and encourage unsheltered persons in accessing appropriate shelter, services, and housing, with an objective of moving off the streets and in to better, more stable living situations. The availability of this safe space will better enable local police to enforce existing sidewalk ordinances encouraging unsheltered persons from sitting and lying on sidewalks to the more appropriate “safe space”. The intent of establishing this space is to have a low-barrier, safer starting point for unsheltered persons to gather on a temporary basis before accessing the existing system of shelter, services, and housing. To assure that the space remains safe and usable by this vulnerable population, onsite security will be present daily during the safe space opened hours.

#### IV. General Conditions

4.1 The following data is intended to form the basis for submission of proposals to provide Security Services for Broadway-Magnolia Ave. Safe Space for the City of Knoxville.

4.2 This material contains general conditions for the procurement process, the scope of service requested, contract requirements, instructions for submissions of proposals, and submission forms that must be included in the proposal. The RFP should be read in its entirety before preparing the proposal.

4.3 All materials submitted pursuant to this RFP shall become the property of the City of Knoxville.

4.4 To the extent permitted by law, all documents pertaining to this Request for Proposals shall be kept confidential until the proposal evaluation is complete and a recommendation submitted to City Council for review. No information about any submission of proposals shall be released until the process is complete, except to the members of the Evaluation Committee and other appropriate City staff. All information provided shall be considered by the Evaluation Committee in making a recommendation to enter into an agreement with the selected consultant.

4.5 Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to the RFP shall be made **in writing and be in the hands of the Procurement Specialist, Julie Smith Maxwell, by the close of the business day on September 21, 2018.** Questions can be submitted by letter, fax (865-215-2277), or email to [jmaxwell@knoxvilletn.gov](mailto:jmaxwell@knoxvilletn.gov). The City of Knoxville is not responsible for oral interpretations given by any City employee, representative, or others. The issuance of written addenda is the only official method whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this Request for Proposals, the Purchasing Division will post them to the City's website at [www.knoxvilletn.gov/proposals](http://www.knoxvilletn.gov/proposals). Submitting organizations are strongly encouraged to view this website often to see if addenda are posted. Failure of any proposer to receive such addendum or interpretation shall not relieve such Proposer from any obligation under his proposal as submitted. All addenda so issued shall become part of the Contract Documents.

4.6 The City of Knoxville reserves the right to (a) accept or reject any and/or all submissions of proposals; (b) to waive irregularities, informalities, and technicalities; and (c) to accept any alternative submission of proposals presented which, in its opinion, would best serve the interests of the City. The City shall be the sole judge of the proposals, and the resulting negotiated agreement that is in its best interest, and its decision shall be final. The City also reserves the right to make such investigation as it deems necessary to determine the ability of any submitting entity to perform the work or service requested. Information the City deems necessary to make this determination shall be provided by the submitting entity. Such information may include, but is not limited to, current financial statements by an independent CPA, verification of availability of equipment and personnel, and past performance records.

4.7 Included in the Contract Documents is an affidavit that the undersigned has not entered

into any collusion with any person with respect to this proposal. The qualifier is required to submit this affidavit with the submission. Also included is the Diversity Business Program contracting packet. Submissions must indicate on the enclosed form whether or not the proposer/qualifier intends to use subcontractors and/or suppliers from one of the defined groups. Proposers/Qualifiers are advised that the City tracks use of such use, but it does not influence or affect evaluation or award.

4.8 Subsequent to the Evaluation Committee's review and the Mayor's recommendation of a firm(s), Knoxville City Council approval may be required before the final contract may be executed.

4.9 All expenses for making a submission of proposal shall be borne by the submitting entity.

4.10 Any submission of proposals may be withdrawn up until the date and time for opening of the submissions. **Any submission not so withdrawn shall, upon opening, constitute an irrevocable offer for a period of 120 days to the City of Knoxville for the services set forth in the Request for Proposals until one or more of the submissions have been duly accepted by the City.**

4.11 Prior to submitting their proposals, proposers are to be registered with the Purchasing Division by setting up a Vendor Self-Service Account. Instructions for registering on-line are available at [www.knoxvilletn.gov/purchasing](http://www.knoxvilletn.gov/purchasing). **Proposals from un-registered proposers may be rejected.**

4.12 **NO CONTACT POLICY:** After the posting of this solicitation to the Purchasing Division's website, any contact initiated by any proposer with any City of Knoxville representative concerning this proposal is strictly prohibited, unless such contact is made with the Purchasing Division representative listed herein or with said representative's authorization. Any unauthorized contact may cause the disqualification of the proposer from this procurement transaction. Proposals must include a notarized No Contact/No Advocacy Affidavit (to be found in the "Submission Forms" section of this document).

4.13 **INCLEMENT WEATHER:** During periods of inclement weather, the Purchasing Division will enact the following procedures with regard to solicitations and weather delays:

- If City offices are closed due to inclement weather on the date that proposals/proposals/qualifications/letters of interest are due into the Purchasing Office, all solicitations due that same day will be moved to the next operational business day.
- The City of Knoxville shall not be liable for any commercial carrier's decision regarding deliveries during inclement weather.

4.14 **The successful proposer's pricing must be clear and complete.** Any erasures, strikeovers, and/or changes to prices written in numerals should be initialed by the proposer. Failure to initial may be cause to reject the proposal as irregular and disqualified from consideration. **All items required in the specifications must be included in the total proposal price.** Any option prices must be clearly labeled as such so as not to be confused with the grand total.



## **V. Scope of Service**

The City of Knoxville is seeking proposals from responsible, qualified security services firms to provide security services at the intersection of Broadway and Magnolia Avenues. This space will be undergoing improvements to create a Safe Space for unsheltered persons experiencing homelessness in the Knoxville community. A particular focus is to be given on maintaining order while respectfully engaging with unsheltered persons occupying the area.

The selected firm will provide all personnel, labor, and equipment in performing security services at the Broadway- Magnolia Avenue Safe Space. Service will be provided seven (7) days a week, year round, by unarmed security officer(s) for approximately twelve (12) hours per day. Service will primarily consist of foot patrol within the area. Security staff will be responsible for unlocking and locking Safe Space entrance gate at designated times. All personnel will wear distinguishable uniforms, as approved by the City. Schedule of times to lock and unlock site will be determined, but is expected to reflect the needs of the community the space will serve.

The selected firm shall employ qualified staff to provide security services in a compassionate and respectful manner. Due to the challenges particular to this population, staff must possess the skills to evaluate situations and identify the appropriate means of response. The selected firm shall have sufficient knowledge of and/or demonstrated experience working with unsheltered persons, culturally diverse populations, individuals with mental illness, alcohol and drug abuse, physical and sexual abuse, and developmental disabilities. Security staff will be expected to develop the level of trust and rapport necessary to maintain peace and order with the population the Safe Space will serve. The selected firm is expected to work directly with the Knoxville Police Department and other community outreach agencies and social services providers, as needed, to best serve the unsheltered persons occupying the area.

### **Company and Personnel Licensure:**

Pursuant to TCA 62 35 104, all submitting entities shall provide proof of state licensure for operating private protective services. All attending security personnel must be qualified, have had all necessary training and passed examination requirements pursuant to TCA 62 35 101, et seq.; and must have a valid registration card in their possession whenever performing security services for the City.

### **Vendor's proposal shall address each of the following outlined items:**

1. Approach to maintaining order.
2. Experience working with unsheltered persons, culturally diverse populations, individuals with mental illness, alcohol and drug abuse, physical and sexual abuse, and developmental disabilities.
3. Experience working with governmental entities as well as coordinating with social services providers and other community outreach agencies.
4. Qualifications of proposed staff.
5. Pricing. Please provide pricing options for one (1) patrolling officer, as well as, the cost for two (2) attending officers.

## **VI. Contract Requirements**

Submitting entities, if selected, must be willing to sign a contract with the City which will include certain provisions, among which are the following:

- 6.1 **Contract Documents.** The contract shall consist of (1) the RFP; (2) the proposal submitted by the contractor to this RFP; and (3) the contract. In the event of a discrepancy between the contract, the RFP and the submitted proposal, the terms that provide the greater benefit to the City and/or impose the greater obligation to the contractor will prevail.
- 6.2 **Administration.** The contract will be administered by the City of Knoxville Community Development Department.
- 6.3 **Invoices.** Invoices for services will be submitted to the City in accordance with the contract terms.
- 6.4 **Independent Contractor.** The relationship of contractor to the City will be that of independent contractor. The contractor will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants and subcontractors done during the performance of the contract. All services performed by the contractor shall be provided in an independent contractor capacity and not in the capacity of officers, agents, or employees of the City.
- 6.5 **Assignment.** The contractor shall not assign or transfer any interest in this contract without prior written consent of the City of Knoxville.
- 6.6 **Indemnification and Hold Harmless.** The successful proposer will be required to sign a contract with the City which contains the following indemnification clause. This indemnification clause will not be altered in any way. Failure to agree with this indemnification clause in the contract may result in the City moving to the next responsible responsive proposer.

Contractor shall defend, indemnify and hold harmless the City, its officers, employees and agents from any and all liabilities which may accrue against the City, its officers, employees and agents or any third party for any and all lawsuits, claims, demands, losses or damages alleged to have arisen from an act or omission of Contractor in performance of this Agreement or from Contractor's failure to perform this Agreement using ordinary care and skill, except where such injury, damage, or loss was caused by the sole negligence of the City, its agents or employees.

Contractor shall save, indemnify and hold the City harmless from the cost of the defense of any claim, demand, suit or cause of action made or brought against the City alleging liability referenced above, including, but not limited to, costs, fees, attorney fees, and other expenses of any kind whatsoever arising in connection with the defense of the City; and Contractor shall assume and take over the defense of the City in any such claim, demand, suit, or cause of action upon written notice and demand for same by the City. Contractor will have the right to defend the City with counsel of its choice that is satisfactory to the City, and the City will provide reasonable cooperation in the defense as Contractor may request. Contractor will not consent to the entry of any judgment or enter into any settlement with respect to an indemnified claim without the prior written consent of the City, such consent not to be unreasonably withheld or

delayed. The City shall have the right to participate in the defense against the indemnified claims with counsel of its choice at its own expense.

Contractor shall save, indemnify and hold City harmless and pay judgments that shall be rendered in any such actions, suits, claims or demands against City alleging liability referenced above.

The indemnification and hold harmless provisions of this Agreement shall survive termination of the Agreement.

6.7 Termination. The City may terminate this Agreement at any time, with or without cause, by written notice of termination to the Contractor.

If the City terminates this Agreement, and such termination is not a result of a default by the Contractor, the Contractor shall be entitled to receive as its sole and exclusive remedy the following amounts from the City, and the City shall have no further or other obligations to the Contractor: the amount due to the Contractor for work executed through the date of termination, not including any future fees, profits, or other compensation or payments which the Contractor would have been entitled to receive if this Agreement had not been terminated.

The City may, by written notice of default to the Contractor, terminate the whole or any part of this Agreement if the Contractor fails to perform any provisions of this Agreement and does not cure such failure within a period of ten (10) days (or such longer period as the Purchasing Agent may authorize in writing) after receipt of said notice from the Purchasing Agent specifying such failure. If this Agreement is terminated in whole or in part for default, the City may procure, upon such terms and in such manner as the Purchasing Agent may deem appropriate, supplies or services similar to those terminated.

6.8 Insurance. When applicable and prior to the commencement of the contract, contractor must, at its sole expense, obtain and maintain in full force and effect for the duration of the Agreement and any extension hereof at least the following types and amounts of insurance for claims which may arise from or in connection with this Agreement. Contractor shall furnish the City of Knoxville with properly executed certificates of insurance which shall clearly evidence all insurance required by the City. All insurance must be underwritten by insurers with an A.M. Best rating of A-VIII or better. Such insurance shall be at a minimum the following:

- A. **Commercial General Liability Insurance**; occurrence version commercial general liability insurance, and if necessary umbrella liability insurance, with a limit of not less than two million dollars each occurrence for bodily injury, personal injury, property damage, and products and completed operations. If such insurance contains a general aggregate limit, it shall apply separately to the work/location in this Agreement or be no less than \$3,000,000.

Such insurance shall:

- (a.) Contain or be endorsed to contain a provision that includes the City, its officials, officers, employees, and volunteers as additional insureds with respect

to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed insureds. Proof of additional insured status up to and including copies of endorsements and/or policy wording will be required.

(b.) For any claims related to this project, Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, officers, employees, and volunteers. Any insurance or self-insurance programs covering the City, its officials, officers, employees, and volunteers shall be excess of Contractor's insurance and shall not contribute with it.

(c.) At the sole discretion of the City, dedicated limits of liability for this specific project may be required.

- B. **Automobile Liability Insurance;** including vehicles owned, hired, and non-owned, with a combined single limit of not less than \$1,000,000 each accident. Such insurance shall include coverage for loading and unloading hazards. Insurance shall contain or be endorsed to contain a provision that includes the City, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of Contractor.
- C. **Workers' Compensation Insurance.** Contractor shall maintain workers' compensation insurance with statutory limits as required by the State of Tennessee or other applicable laws and employers' liability insurance with limits of not less than \$500,000. Contractor shall require each of its subcontractors to provide Workers' Compensation for all of the latter's employees to be engaged in such work unless such employees are covered by Contractor's workers' compensation insurance coverage.
- D. **Other Insurance Requirements.** Contractor shall:
- Prior to commencement of services, furnish the City with original certificates and amendatory endorsements effecting coverage required by this section and provide that such insurance shall not be cancelled, allowed to expire, or be materially reduced in coverage except on 30 days' prior written notice to the City Attorney of Knoxville; P.O. Box 1631; Knoxville, Tennessee 37901. Proof of policy provisions regarding notice of cancellation will be required.
  - Upon the City's request, provide certified copies of endorsements and policies if requested by the City in lieu of or in addition to certificates of insurance. Copies of policies will only be requested when contracts are deemed to be extremely or uniquely hazardous, include a dollar amount that is significant to the overall budget of the City or a City Department, or the coverage(s) may not follow standard insurance forms. A policy will only be requested after the City's Risk Manager has reviewed the contract and proof of coverage has been provided. Should the certificate of

insurance refer to specific coverage wording or endorsements(s), proof of such policy wording or endorsement(s) will be required.

- Replace certificates, policies, and endorsements for any such insurance expiring prior to completion of services.
- Maintain such insurance from the time services commence until services are completed. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of contract.
- If Contractor cannot procure insurance through an insurer having an A.M. Best rating of A-VIII, Contractor may, in the alternative, place such insurance with insurer licensed to do business in Tennessee and having A.M. Best Company ratings of no less than A. Modification of this standard may be considered upon appeal to the City Law Director.
- Require all subcontractors to maintain during the term of the Agreement Commercial General Liability insurance, Business Automobile Liability insurance, and Workers' Compensation/Employer's Liability insurance (unless subcontractor's employees are covered by Contractor's insurance) in the same manner as specified for Contractor. Contractor shall furnish subcontractors' certificates of insurance to the City without expense immediately upon request.
- Large Deductibles; Self-Insured Retentions. Any deductibles and/or self-insured retentions greater than \$50,000 must be disclosed to and approved by the City of Knoxville prior to the commencement of services. Use of large deductibles and/or self-insured retentions may require proof of financial ability as determined by the City.
- Waiver of Subrogation Required. The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, and employees for losses arising from work performed by Contractor for the City. Proof of waiver of subrogation up to and including copies of endorsements and/or policy wording will be required.
- Occurrence Basis Requirement. All general liability policies must be written on an occurrence basis, unless the Risk Manager determines that a claims made basis is reasonable in the specific circumstance. Use of policies written on a claims made basis must be approved by the City. Risk Manager and retroactive dates and/or continuation dates must be provided to the City prior to commencement of any work performed. Professional Liability and Environmental Liability (Pollution Coverage) are most commonly written on a claims made basis and are generally acceptable in that form.

6.9 Ethical Standards. Attention of all firms is directed to the following provisions contained in the Code of the City of Knoxville: Chapter 24, Article II, Section 24-33 entitled "Debts owed by persons receiving payments other than Salary;" Chapter 2, Article VIII, Division 11. the Contractor hereby takes notice of and affirms that it is not in violation of, or has not participated,

and will not participate, in the violation of any of the following ethical standards prescribed by the Knoxville City Code:

A. Section 2-1048. Conflict of Interest.

It shall be unlawful for any employee of the City to participate, directly or indirectly, through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing or otherwise, in any proceeding or application, request for ruling or other determination, claim or controversy or other matter pertaining to any contract or subcontract and any solicitation or proposal therefore, where to the employee's knowledge there is a financial interest possessed by:

- (1) the employee or the employee's immediate family;
- (2) A business other than a public agency in which the employee or member of the employee's immediate family serves as an officer, director, trustee, partner or employee; or
- (3) Any person or business with whom the employee or a member of the employee's immediate family is negotiating or has an arrangement concerning prospective employment.

B. Section 2-1049. Receipt of Benefits from City Contracts by Council Members, Employees and Officers of the City.

It shall be unlawful for any member of council, member of the board of education, officer or employee of the city to have or hold any interest in the profits or emoluments of any contract, job, work or service, either by himself or by another, directly or indirectly. Any such contract for a job, work or service for the city in which any member of council, member of the board of education, officer or employee has or holds any such interest is void.

C. Section 2-1050. Gratuities and Kickbacks Prohibited.

It is unlawful for any person to offer, give or agree to give to any person, while a City employee, or for any person, while a City employee, to solicit, demand, accept or agree to accept from another person, anything of a pecuniary value for or because of:

- (1) An official action taken, or to be taken, or which could be taken;
- (2) A legal duty performed, or to be performed, or which could be performed; or
- (3) A legal duty violated, or to be violated, or which could be violated by such person while a City employee.

Anything of nominal value shall be presumed not to constitute a gratuity under this section.

Kickbacks. It is unlawful for any payment, gratuity, or benefit to be made by or on behalf of a subcontractor or any person associated therewith as an inducement for the award of a subcontract or order.

D. Section 2-1051. Covenant Relating to Contingent Fees.

(a) Representation of Contractor. Every person, before being awarded a contract in excess of ten thousand dollars (\$10,000.00) with the City, shall represent that no other person has been retained to solicit or secure the contract with the City upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for

bona fide employees or bona fide established commercial, selling agencies maintained by the person so representing for the purpose of securing business.

(b) Intentional Violation Unlawful. The intentional violation of the representation specified in subsection (a) of this section is unlawful.

E. Section 2-1052. Restrictions on Employment of Present and Former City Employees. Contemporaneous employment prohibited. It shall be unlawful for any City employee to become or be, while such employee, an employee of any party contracting with the particular department or agency in which the person is employed.

For violations of the ethical standards outlined in the Knoxville City Code, the City has the following remedies:

- (1) Oral or written warnings or reprimands;
- (2) Cancellation of transactions; and
- (3) Suspension or debarment from being a Contractor or subcontractor under City or City-funded contracts.

The value of anything transferred in violation of these ethical standards shall be recoverable by the City from such person. All procedures under this section shall be in accord with due process requirements, included but not limited to a right to notice and hearing prior to imposition of any cancellation, suspension or debarment from being a Contractor or subcontractor under a City contract.

6.10 Firms must comply with the President's Executive Order No. 11246 and 11375 which prohibit discrimination in employment regarding race, color, religion, sex or national origin. Firms must also comply with Title VI of the Civil Rights Act of 1964, Copeland Anti-Kick Back Act, the Contract Work Hours and Safety Standards Act, Section 402 of the Vietnam Veterans Adjustment Act of 1974, Section 503 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, all of which are herein incorporated by reference.

6.11 Firms shall give consideration to the inclusion of minority firms or individuals in this project, and shall advise the City in this proposal of their efforts to do so.

6.12 Firms shall give consideration to the use of environmentally sustainable best practices, and shall advise the City in this submittal of qualifications of their efforts to do so.

6.13 Federal, State, and Local Requirements. Each submitting entity is responsible for full compliance with all laws, rules and regulations which may be applicable.

6.14 Licenses. Before a contract is signed by the City, the submitting entity, if selected, **must** provide the City Purchasing Division with a copy of its valid business license **or** with an affidavit explaining why it is exempt from the business licensure requirements of the City or county in which it is headquartered. If a contract is signed, the contractor's business license shall be kept current throughout the duration of the contract, and the contractor shall inform the City of changes in its business name or location. The contractor must be a licensed professional as

required by the state of Tennessee, see T.C.A. Sections 62-2-101 et. seq., for any services in this contract requiring such licensure.

6.15 Funding. The City's performance and obligation to pay under this contract is subject to funding contingent upon an annual appropriation.

6.16 Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Tennessee and its conflict of laws provisions. Venue for any action arising between the City and the Contractor from the Agreement shall lie in Knox County, Tennessee.

6.17 Subcontracts to the Agreement. Contractor shall not enter into a subcontract for any of the services performed under this Agreement without obtaining the prior written approval of the City.

6.18 Amendments. This Agreement may be modified only by a written amendment or addendum that has been executed and approved by the appropriate officials shown on the signature page of the Agreement.

6.19 Captions. The captions appearing in the Agreement are for convenience only and are not a part of the Agreement; they do not in any way limit or amplify the provisions of the Agreement.

6.20 Severability. If any provision of the Agreement is determined to be unenforceable or invalid, such determination shall not affect the validity of the other provisions contained in the Agreement. Failure to enforce any provision of the Agreement does not affect the rights of the parties to enforce such provision in another circumstance, nor does it affect the rights of the parties to enforce any other provision of this Agreement at any time.

6.21 No Benefit for Third Parties. The services to be performed by the Contractor pursuant to the Agreement with the City are intended solely for the benefit of the City, and no benefit is conferred hereby, nor is any contractual relationship established herewith, upon or with any person or entity not a party to the Agreement. No such person or entity shall be entitled to rely on the Contractor's performance of its services hereunder, and no right to assert a claim against the City or the Contractor, its officers, employees, agents, or contractors shall accrue to the Contractor or to any subcontractors, independently retained professional consultant, supplier, fabricator, manufacturer, lender, tenant, insurer, surety, or any other third party as a result of this Agreement or the performance or non-performance of the Contractor's services hereunder.

6.22 Non-Reliance of Parties. Parties explicitly agree that they have not relied upon any earlier or outside representations other than what has been included in the Agreement. Furthermore, neither party has been induced to enter into this Agreement by anything other than the specific written terms set forth herein.

6.23 Force Majeure. Neither party shall be liable to the other for any delay or failure to perform any of the services or obligations set forth in this Agreement due to causes beyond its reasonable control, and performance times shall be considered extended for a period of time



equivalent to the time lost because of such delay plus a reasonable period of time to allow the parties to recommence performance of their respective obligations hereunder. Should a circumstance of force majeure last more than ninety (90) days, either party may by written notice to the other terminate this Agreement. The term "force majeure" as used herein shall mean the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States or of the State or any of their departments, agencies or officials, or any civil or military authority; insurrections, riots, landslides, earthquakes, fires, storms, tornadoes, droughts, floods, explosions, breakage or accident to machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of either party.

6.24 EEO/AA. The City of Knoxville is an EE/AA/Title VI/Section 504/ADA/ADEA Employer.

6.25 By submitting a proposal, the submitting entity agrees to all terms and conditions established in this RFP, including its contract requirements.

## VII. Instructions to Submitting Entities

All submissions of proposals shall comply with the following instructions. These instructions ensure that (1) submissions contain the information and documents required by the City RFP and (2) the submissions have a degree of uniformity to facilitate evaluation.

### 7.1 General

Submission forms and RFP documentation may be obtained on or after September 7, 2018, at no charge from:

City of Knoxville Purchasing Division  
City/County Building  
400 Main Street, Room 667  
Knoxville, Tennessee 37902

between 8:30 a.m. and 4:30 p.m. (Eastern Time), Monday through Friday or by calling 865/215-2070. Forms and RFP information are also available on the City web site at [www.knoxvilletn.gov/purchasing](http://www.knoxvilletn.gov/purchasing) where it can be read or printed using Adobe Acrobat Reader software.

### 7.2 Submission Information

Proposals shall include four (4) hard copies (one original and three duplicates—**mark the original as such**) and one electronic copy of the proposal (.pdf format on CD only—**mark the storage device with the company name**); the electronic version shall be an exact duplicate of the original, and the electronic version will be the official document exhibited in the contract. **Electronic submissions must be included with the sealed submissions; do not email your submission.**

**IMPORTANT NOTE: A minimum of one of the submitted proposals must bear an original signature, signed in ink (duplicated signatures substituted for original ink signatures may result in rejection of the proposals). This document is the official, original submission; the required copies may have copied signatures.** The signature must be entered above the typed or printed name and title of the signer. All proposals must be signed by an officer of the company authorized to bind the firm to a contract.

Proposals will be received until 11:00:00 a.m. (Eastern Time) on **September 28, 2018**. Each proposal must be submitted in a sealed envelope addressed to:

City of Knoxville Purchasing Division  
City/County Building  
400 Main Street, Room 667  
Knoxville, TN 37902

**IMPORTANT NOTE: Each mailing envelope or carton containing a proposal or multiple copies of the proposal must be sealed and plainly marked on the outside "Security Services for Broadway-Magnolia Ave. Safe Space."** Proposers are reminded that the Purchasing Division receives many proposals and proposals for any number of solicitations; **unlabeled submissions are extremely difficult to match to their appropriate solicitations and therefore may be rejected.**

Any proposals received after the time and date on the cover sheet will not be considered. It shall be the sole responsibility of the submitting entity to have the proposal delivered to the City of Knoxville Purchasing Division on or before that date.

Late proposals will not be considered. Proposals that arrive late due to the fault of United States Postal Service, United Parcel Service, DHL, FEDEX, any delivery/courier service, or any other carrier of any sort are still considered late and shall not be accepted by the City. Such proposals shall remain unopened and will be returned to the submitting entity upon request.

### 7.3 Format

The City is committed to reducing waste. Submissions of qualifications must be typed on 8.5 x 11 inch wide white paper, printed on both sides. **DO NOT BIND** the document; instead, staple or binder clip the submission together and place in a sealed envelope (see Paragraph 7.2). Pages must be consecutively numbered. A table of contents must be included in the proposal immediately after the title page, and each of the following numbered sections must be tabbed.

Proposals shall be structured as follows. Numbered items listed below should have a numbered tab page:

1. Title Page
2. Table of Contents
3. Submission Forms:
  - A. Form S-1
  - B. Proof of State license for Operating Private Protective Services
  - C. Non-Collusion Affidavit

- D. No Contact/No Advocacy Affidavit
  - E. Iran Divestment Act Certification of Noninclusion
  - F. Diversity Business Enterprise Program
  - G. Child Crime Affidavit
4. Body of Proposal: Information which addresses the scope of service provided and the evaluation criteria listed below.

NOTE: All required submission forms may be found in this solicitation document.

#### 7.4 Evaluation of Proposals

All qualified submissions received by the deadline will be analyzed by the Evaluation Committee according to the criteria outlined in these specifications. Failure to comply with the provisions of the RFP may cause any proposal to be ineligible for evaluation. Each submittal of proposals will be initially analyzed and judged according to the evaluation criteria below. The maximum score is 100 points.

The City reserves full discretion to determine the capability of proposing entities. Proposers, if asked, will provide, in a timely manner, any and all information that the City deems necessary to make such a decision. In addition to materials provided in the written responses to this RFP, the Committee may request additional material, information, references, a site visit, or a live test demonstration from the submitting entity or others.

The Evaluation Committee may or may not decide to interview any or all proposing entities at a time and date determined by the City in order to address questions and more fully ascertain how the solution to this project satisfies the evaluation criteria. Firms and/or teams responding to this Request for Proposals shall be available for interviews with the Evaluation Committee. Discussions may be conducted with responsible submitting entities for purposes of clarification to assure full understanding of and conformance to the RFP requirements. Selection shall be based on the firms' qualifications applicable to the scope and nature of the services to be performed per this request for proposals. Determination of firms' qualifications shall be based on their written responses to this Request for Proposals and information presented to the Evaluation Committee during oral interviews, if any.

In addition to materials provided in the written responses to this Request for Proposals, the Committee may request additional material, information, or references from the submitting entity or others.

Provided it is in the best interest of the City of Knoxville, the firm or team determined to be the most responsive to the City of Knoxville, taking into consideration the evaluation factors set forth in this Request for Proposals, will be selected to begin contract negotiations. The firm or team selected will be notified at the earliest practical date and invited to submit more comprehensive information if necessary. If no satisfactory agreement can be reached with the "most responsive firm," the City may elect to negotiate with the next best and most responsive firm or team.

## VIII. Evaluation Criteria

An evaluation team, composed of representatives of the City, will evaluate proposals on a variety of quantitative and qualitative criteria. Upon receipt of proposals, the City will review to determine whether the proposal is acceptable or non-acceptable based on the criteria outlined below.

The criteria and the associated weights upon which the evaluation of the proposals will be based include, but are not limited to, the following:

1. **Approach – 30 points:** Proposer shall provide details outlining the firm's approach to security services in the underserved community.
2. **Experience of Firm – 30 points:** Proposal shall include information regarding firm's experience working with homeless and diverse populations. Proposal shall also show experience working with governmental entities as well as coordinating with social services providers and other community outreach agencies.
3. **Qualifications of Proposed Employees – 20 points:** Proposer shall provide qualifications of proposed security services personnel.
4. **Pricing/Cost – 20 points:** Please provide cost of proposed services to include options of one (1) and/or two (2) attending security officers.

## **Submission Forms**

**CITY OF KNOXVILLE  
REQUEST FOR PROPOSALS  
Security Services for  
Broadway-Magnolia Ave. Safe Space**

**Submission Form S-1**

**Proposals to be Received by 11:00:00 a.m., Eastern Time; September 28, 2018; in Room 667-674, City/County Building; Knoxville, Tennessee.**

**IMPORTANT:** Proposals shall include four (4) hard copies (one original and three duplicates—**mark the original as such**) and one electronic copy of the proposal (.pdf format on CD only—**mark the storage device with the company name**); the electronic version shall be an exact duplicate of the original, as the electronic version will be the official document exhibited in the contract. **Electronic submissions must be included with the sealed submissions; do not email your submission.** Proposals shall clearly indicate the legal name, address and telephone number of the submitting entity (company, firm, partnership, individual). A minimum of one of the submitted proposals must bear an original signature, signed in ink (duplicated signatures substituted for original ink signatures may result in rejection of the proposals). This document is the official, original submission; the required copies may have copied signatures. The signature must be entered above the typed or printed name and title of the signer. All proposals must be signed by an officer of the company authorized to bind the firm to a contract.

**Please complete the following:**

**Legal Name of Proposer:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Telephone Number:** \_\_\_\_\_

**Fax Number:** \_\_\_\_\_

**Contact Person:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Name and Title of Signer:** \_\_\_\_\_

**Note: Failure to use these response sheets may disqualify your submission.**

## NON-COLLUSION AFFIDAVIT

State of \_\_\_\_\_

County of \_\_\_\_\_

\_\_\_\_\_, being first duly sworn, deposes and says that:

- (1) He/She is the \_\_\_\_\_ of \_\_\_\_\_, the firm that has submitted the attached Proposal;
- (2) He/She is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
- (3) Such Proposal is genuine and is not a collusive or sham Proposal;
- (4) Neither the said firm nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other vendor, firm or person to submit collusive or sham proposal in connection with the contract or agreement for which the attached Proposal has been submitted or to refrain from making a proposal in connection with such contract or agreement, or collusion or communication or conference with any other firm, or, to fix any overhead, profit, or cost element of the proposal price or the proposal price of any other firm, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of Knoxville or any person interested in the proposed contract or agreement; and
- (5) The proposal of service outlined in the Proposal is fair and proper and is not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the firm or any of its agents, representatives, owners, employees, or parties including this affiant.

(Signed): \_\_\_\_\_

Title: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission expires \_\_\_\_\_

No Contact/No Advocacy Affidavit

State of \_\_\_\_\_

County of \_\_\_\_\_

\_\_\_\_\_, being first duly sworn, deposes and says that:

(1) He/She is the owner, partner, officer, representative, or agent of \_\_\_\_\_  
\_\_\_\_\_, the Proposer that has submitted the attached Proposal;

(2) The Proposer \_\_\_\_\_ swears or affirms that he/she will  
aproposal by the following “No Contact” and “No Advocacy” clauses:

- a) **NO CONTACT POLICY:** After the posting of this solicitation to the Purchasing Division's website, any contact initiated by any proposer with any City of Knoxville representative concerning this proposal is strictly prohibited, unless such contact is made with the Assistant Purchasing Agent (Penny Owens) or Procurement Specialist (Julie Smith Maxwell). Any unauthorized contact may cause the disqualification of the proposer from this procurement transaction.
- b) **NO ADVOCATING POLICY:** To ensure the integrity of the review and evaluation process, companies and/or individuals submitting proposals for any part of this project, as well as those persons and/or companies representing such proposers, may not lobby or advocate to the City of Knoxville staff including, but not limited to, members of City Council, Office of the Mayor, Department of Community Development, or any other City staff.

**Any company and/or individual who does not comply with the above stated “No Contact” and “No Advocating” policies may be subject to having their proposal rejected from consideration.**

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_.

My commission expires: \_\_\_\_\_



## IRAN DIVESTMENT ACT

### Certification of Noninclusion

**NOTICE:** Pursuant to the Iran Divestment Act, Tenn. Code Ann. § 12-12-106 requires the State of Tennessee Chief Procurement Officer to publish, using credible information freely available to the public, a list of persons it determines engage in investment activities in Iran, as described in § 12-12-105. Inclusion on this list makes a person ineligible to contract with the state of Tennessee; if a person ceases its engagement in investment activities in Iran, it may be removed from the list. A list of entities ineligible to contract in the State of Tennessee Department of General Services or any political subdivision of the State may be found here:

[https://www.tn.gov/content/dam/tn/generalservices/documents/cpo/cpo-library/public-information-library/List\\_of\\_persons\\_pursuant\\_to\\_Tenn.\\_Code\\_Ann.\\_12-12-106\\_Iran\\_Divestment\\_Act\\_updated\\_7.7.17.pdf](https://www.tn.gov/content/dam/tn/generalservices/documents/cpo/cpo-library/public-information-library/List_of_persons_pursuant_to_Tenn._Code_Ann._12-12-106_Iran_Divestment_Act_updated_7.7.17.pdf)

By submission of this proposal, each Proposer and each person signing on behalf of any Proposer certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each Proposer is not on the list created pursuant to T.C.A. § 12-12-106.

Vendor Name (Printed)	Address
By (Authorized Signature)	Date Executed
Printed Name and Title of Person Signing	

**NOTARY PUBLIC:**

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_.

My commission expires: \_\_\_\_\_

# DIVERSITY BUSINESS ENTERPRISE (DBE) PROGRAM

The City of Knoxville strongly encourages prime contractors to employ diverse businesses in the fulfillment of contracts/projects for the City of Knoxville.

The City of Knoxville's Fiscal Year 2018 goal is to conduct 3.06% of its business with minority-owned businesses, 10.03% of its business with woman-owned businesses, and 38.71% with small businesses.

While the City cannot engage (pursuant to state law) in preferential proposalding practices, the City does **strongly encourage** prime contractors to seek out and hire diverse businesses in order to help the City meet its goals as stated above. As such, the City encourages prime contractors to seek out and consider competitive sub-proposals and quotations from diverse businesses.

For DBE tracking purposes, the City requests that prime contractors who are proposalding, proposing, or submitting statements of qualifications record whether or not they plan to employ DBE's as sub-contractors or consultants. With that in mind, please fill out, sign and submit (with your proposal/proposal) the following sub-contractor/ consultant statement.

## CITY OF KNOXVILLE DIVERSITY BUSINESS DEFINITIONS

Diversity Business Enterprise (DBE's) are minority-owned (MOB), women-owned (WOB), service-disabled veteran-owned (SDVO), and small businesses (SB), who are impeded from normal entry into the economic mainstream because of past practices of discrimination based on race or ethnic background. These persons must own at least 51% of the entity and operate or control the business on a daily basis.

Minority: A person who is a citizen or lawful admitted permanent resident of the United States and who is a member of one (1) of the following groups:

- a. African American, persons having origins in any of the Black racial groups of Africa;
- b. Hispanic American, persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race;
- c. Native American, persons who have origin in any of the original peoples of North America ;
- d. Asian American, person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

Minority-owned business (MOB) is a continuing, independent, for profit business that performs a commercially useful function, and is at least fifty-one percent (51%) owned and controlled by one (1) or more minority individuals.

Woman-owned business (WOB) is a continuing, independent, for profit business that performs a commercially useful function, and is at least fifty-one percent (51%) owned and controlled by one (1) or more women.

Service Disabled Veteran-owned business (SDOV) is a continuing, independent, for profit business that performs a commercially useful function, owned by any person who served honorably on active duty in the armed forces of the United States with at least a twenty percent (20%) disability that is service connected. Meaning such disability was incurred or aggravated in the line of duty in the active military, naval or air service, and is at least fifty-one percent (51%) owned and controlled by one (1) or more service disabled veteran.

Small Business (SB) is a continuing, independent, for profit business which performs a commercially useful function and has total gross receipts of not more than ten million dollars (\$10,000,000) average over a three-year period or employs no more than ninety-nine (99) persons on a full-time basis.

**Subcontractor/Consultant Statement**  
(TO BE SUBMITTED IN THE PROPOSAL/PROPOSAL ENVELOPE)

We \_\_\_\_\_ do certify that on the  
(Proposer/Proposer Company Name)

\_\_\_\_\_ (Project Name)  
\$ \_\_\_\_\_  
(Amount of Proposal)

**Please select one:**

**Option A: Intent to subcontract using Diverse Businesses**

A Diversity business will be employed as subcontractor(s), vendor(s), supplier(s), or professional service(s). The estimated **dollar value** of the amount that we plan to pay is:

\$ \_\_\_\_\_  
Estimated Amount of Subcontracted Service

<b>Diversity Business Enterprise Utilization</b>			
Description of Work/Project	Amount	Diverse Classification (MOB, WOB, SB, SDOV)	Name of Diverse Business

**Option B: Intent to perform work “without” using Diverse Businesses**

We hereby certify that it is our intent to perform 100 % of the work required for the contract, work will be completed without subcontracting, or we plan to subcontract with non-Diverse companies.

DATE: \_\_\_\_\_ COMPANY NAME: \_\_\_\_\_

SUBMITTED BY: \_\_\_\_\_ TITLE: \_\_\_\_\_  
(Authorized Representative)

ADDRESS: \_\_\_\_\_

CITY/STATE/ZIP CODE: \_\_\_\_\_

TELEPHONE NO: \_\_\_\_\_

Child Crime Affidavit

State of \_\_\_\_\_

County of \_\_\_\_\_

\_\_\_\_\_, being first duly sworn, deposes and says that:

(1) He/She is the owner, partner, officer, representative, or agent of \_\_\_\_\_  
\_\_\_\_\_, the Bidder that has submitted the attached Bid;

(2) The Bidder \_\_\_\_\_ will abide by the following if chosen as  
the successful bidder:

The Bidder \_\_\_\_\_ agrees not to allow any employee or  
volunteer who is awaiting trial or has been convicted of a felony crime involving the sexual  
exploitation of children, sexual offenses involving children or violent crimes to participate in this  
Agreement at sites where children may be present. Failure by the Bidder to comply with this  
requirement is grounds for immediate termination of the Agreement.


Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_.

My commission expires: \_\_\_\_\_

**ADDENDUM NO. 1**

DATE: September 24, 2018  
TO: All Proposers   
FROM: Julie Smith Maxwell, Procurement Specialist  
SUBJECT: Addendum No. 1 – Security Services for Broadway-Magnolia Ave. Safe Space  
PROPOSALS DUE: September 28, 2018, at 11:00:00 a.m. Eastern Time

This addendum is being published to respond to questions asked by potential proposers regarding the above-referenced Request for Proposals. This addendum becomes a part of the Contract Document and modifies the original specifications as noted.

**Question 1:** Does the City of Knoxville have procedures or plans in place for how the contracted company is to enforce lock-up (since we cannot physically force people to leave)?

Response: The awarded firm will be expected to contact to the Knoxville Police Department at any time when policy enforcement support is needed.

**Question 2:** For clarification, you are asking for pricing for one officer during the scoped hours and two officers during the scoped hours – not addition, on-call officers, etc.?

Response: Correct. The City would like pricing options for having one security personnel on property, as well as, the cost for having two members **present at all times during the (12) twelve-hour period** the space will be open for public use. The need for one or two officers present has yet to be determined. For further clarification, the City is NOT dictating that the entire (12) twelve-hour period must be covered by one staff member. The hired firm is permitted to staff the hours as multiple shifts during the day, so long as, staffing is provided at all times during the scoped hours of operation.

**Question 3:** Section V: Vendor's Proposal shall address each of the following outlined items: item 5; Pricing; Please define attending officers.

Response: "Officer" refers to the security personnel patrolling the area during the (12) twelve-hour period the space will be open for public use.

**END OF ADDENDUM NO. 1**



**EXHIBIT B**  
**PROPOSAL**

Security Services for Broadway-  
Magnolia Ave. Safe Space

September 28, 2018

Submitted by:

Maria V. Landry, CPP

Vinson Guard Service, Inc.

955 Howard Avenue

New Orleans, LA 70113

(504) 529-2260

1



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**CITY OF KNOXVILLE  
REQUEST FOR PROPOSALS  
Security Services for  
Broadway-Magnolia Ave. Safe Space**

**Submission Form S-1**

**Proposals to be Received by 11:00:00 a.m., Eastern Time; September 28, 2018; in Room 667-674, City/County Building; Knoxville, Tennessee.**

**IMPORTANT:** Proposals shall include four (4) hard copies (one original and three duplicates—**mark the original as such**) and one electronic copy of the proposal (.pdf format on CD only—**mark the storage device with the company name**); the electronic version shall be an exact duplicate of the original, as the electronic version will be the official document exhibited in the contract. **Electronic submissions must be included with the sealed submissions; do not email your submission.** Proposals shall clearly indicate the legal name, address and telephone number of the submitting entity (company, firm, partnership, individual). A minimum of one of the submitted proposals must bear an original signature, signed in ink (duplicated signatures substituted for original ink signatures may result in rejection of the proposals). This document is the official, original submission; the required copies may have copied signatures. The signature must be entered above the typed or printed name and title of the signer. All proposals must be signed by an officer of the company authorized to bind the firm to a contract.

**Please complete the following:**

**Legal Name of Proposer:** Vinson Guard Service, Inc.


**Address:** 955 Howard Avenue, New Orleans, LA 70113

**Telephone Number:** (504) 529-2260

**Fax Number:** (504) 529-4393

**Contact Person:** Maria V. Landry, CPP

**Email Address:** execs@vinsonguard.com

**Signature:** 

**Name and Title of Signer:** Todd Tranchina, Controller

**Note: Failure to use these response sheets may disqualify your submission.**



STATE OF TENNESSEE  
DEPARTMENT OF  
COMMERCE AND INSURANCE



VINSON GUARD SERVICE, INC.

ID NUMBER: 71  
LIC STATUS: ACTIVE  
EXPIRATION DATE: August 31, 2019

4449

PRIVATE PROTECTIVE SERVICES  
CONTRACT SECURITY COMPANY

THIS IS TO CERTIFY THAT ALL REQUIREMENTS  
OF THE STATE OF TENNESSEE HAVE BEEN MET

ATTN:JOSEPH D. VINSON, JR.  
VINSON GUARD SERVICE, INC.  
955 HOWARD AVENUE  
NEW ORLEANS LA 70113

# State of Tennessee

PRIVATE PROTECTIVE SERVICES  
CONTRACT SECURITY COMPANY  
VINSON GUARD SERVICE, INC.

*This is to certify that all requirements of the State of Tennessee have been met.*



IN-1313  
DEPARTMENT OF  
COMMERCE AND INSURANCE

ID NUMBER: 71  
LIC STATUS: ACTIVE  
EXPIRATION DATE: August 31, 2019

NON-COLLUSION AFFIDAVIT

State of Louisiana

Parish  
County of Orleans

Todd Tranchina, being first duly sworn, deposes and says that:

- (1) He/She is the Controller of Vinson Guard Service, Inc., the firm that has submitted the attached Proposal;
- (2) He/She is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
- (3) Such Proposal is genuine and is not a collusive or sham Proposal;
- (4) Neither the said firm nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other vendor, firm or person to submit collusive or sham proposal in connection with the contract or agreement for which the attached Proposal has been submitted or to refrain from making a proposal in connection with such contract or agreement, or collusion or communication or conference with any other firm, or, to fix any overhead, profit, or cost element of the proposal price or the proposal price of any other firm, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of Knoxville or any person interested in the proposed contract or agreement; and
- (5) The proposal of service outlined in the Proposal is fair and proper and is not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the firm or any of its agents, representatives, owners, employees, or parties including this affiant.

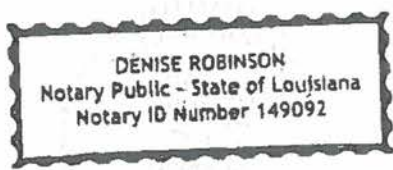
(Signed): [Signature]

Title: Controller

Subscribed and sworn to before me this 25<sup>th</sup> day of September, 2018

[Signature]  
NOTARY PUBLIC

My Commission expires For Life






## IRAN DIVESTMENT ACT Certification of Noninclusion

**NOTICE:** Pursuant to the Iran Divestment Act, Tenn. Code Ann. § 12-12-106 requires the State of Tennessee Chief Procurement Officer to publish, using credible information freely available to the public, a list of persons it determines engage in investment activities in Iran, as described in § 12-12-105. Inclusion on this list makes a person ineligible to contract with the state of Tennessee; if a person ceases its engagement in investment activities in Iran, it may be removed from the list. A list of entities ineligible to contract in the State of Tennessee Department of General Services or any political subdivision of the State may be found here:

[https://www.tn.gov/content/dam/tn/generalservices/documents/cpo/cpo-library/public-information-library/List\\_of\\_persons\\_pursuant\\_to\\_Tenn.\\_Code\\_Ann.\\_12-12-106\\_Iran\\_Divestment\\_Act\\_updated\\_7.7.17.pdf](https://www.tn.gov/content/dam/tn/generalservices/documents/cpo/cpo-library/public-information-library/List_of_persons_pursuant_to_Tenn._Code_Ann._12-12-106_Iran_Divestment_Act_updated_7.7.17.pdf)

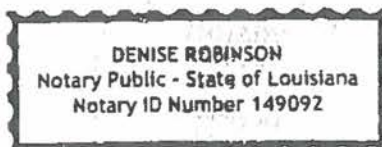
By submission of this proposal, each Proposer and each person signing on behalf of any Proposer certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each Proposer is not on the list created pursuant to T.C.A. § 12-12-106.

Vendor Name (Printed) Vinson Guard Service, Inc.	Address 955 Howard Avenue New Orleans, LA 70113
By (Authorized Signature) 	Date Executed 9/25/18
Printed Name and Title of Person Signing Todd Tranchina, Controller	

**NOTARY PUBLIC:**

Subscribed and sworn to before me this 25<sup>th</sup> day of September, 2018.

My commission expires: For Life



**Subcontractor/Consultant Statement**  
(TO BE SUBMITTED IN THE PROPOSAL/PROPOSAL ENVELOPE)

We Vinson Guard Service, Inc. do certify that on the  
 \_\_\_\_\_  
 (Proposer/Proposer Company Name)  
Security Services for Broadway-Magnolia Ave. Safe Space  
 \_\_\_\_\_  
 (Project Name)

\$ 88,845.12 - 168,692.16 (dependent upon 1 or 2 officers at 84 hours per week. Assuming  
 (Amount of Proposal) there is no holiday, overtime, or special coverage.)

**Please select one:**

**Option A: Intent to subcontract using Diverse Businesses**

A Diversity business will be employed as subcontractor(s), vendor(s), supplier(s), or professional service(s). The estimated **dollar value** of the amount that we plan to pay is:

\$ 88,845.12 - 168,692.16 (dependent upon 1 or 2 officers at 84 hours per week.  
 Estimated Amount of Subcontracted Service Assuming there is no holiday, overtime, or special coverage.)

<b>Diversity Business Enterprise Utilization</b>			
Description of Work/Project	Amount	Diverse Classification (MOB, WOB, SB, SDOV)	Name of Diverse Business
Security Services	Full amount	WOB	Vinson Guard Service, Inc.
	of proposal		

**Option B: Intent to perform work "without" using Diverse Businesses**

We hereby certify that it is our intent to perform 100 % of the work required for the contract, work will be completed without subcontracting, or we plan to subcontract with non-Diverse companies.

DATE: 9/25/2018 COMPANY NAME: Vinson Guard Service, Inc.

SUBMITTED BY: Christine M. Vinson TITLE: President  
 (Authorized Representative)

ADDRESS: 955 Howard Avenue

CITY/STATE/ZIP CODE: New Orleans, LA 70113

TELEPHONE NO: (504) 529-2260

# Vinson Guard Service, Inc.

Certification Granted: June 30, 2017

Expiration Date: June 30, 2019

WBENC National Certification Number: WBE1701235

WBENC National WBE Certification was processed and validated by  
Women's Business Enterprise Council - South, a WBENC Regional Partner  
Organization.



Authorized by Phala Mire, President  
Women's Business Enterprise Council - South

NAICS: 561611, 561612  
UNSPSC: 92121504

Child Crime Affidavit

State of Louisiana  
Parish  
County of Orleans

Todd Tranchina, being first duly sworn, deposes and says that:

- (1) He/She is the owner, partner, officer, representative, or agent of Vinson Guard Service, Inc., the Bidder that has submitted the attached Bid;
- (2) The Bidder Vinson Guard Service, Inc. will abide by the following if chosen as the successful bidder:

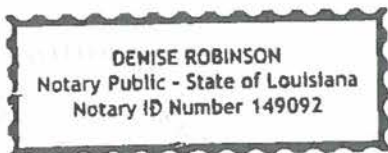
The Bidder Vinson Guard Service, Inc. agrees not to allow any employee or volunteer who is awaiting trial or has been convicted of a felony crime involving the sexual exploitation of children, sexual offenses involving children or violent crimes to participate in this Agreement at sites where children may be present. Failure by the Bidder to comply with this requirement is grounds for immediate termination of the Agreement.

Signed: 

Title: Controller


Subscribed and sworn to before me this 25<sup>th</sup> day of September, 2018.

My commission expires: For Life





**ADDENDUM NO. 1**

DATE: September 24, 2018  
TO: All Proposers   
FROM: Julie Smith Maxwell, Procurement Specialist  
SUBJECT: Addendum No. 1 – Security Services for Broadway-Magnolia Ave. Safe Space  
PROPOSALS DUE: September 28, 2018, at 11:00:00 a.m. Eastern Time

This addendum is being published to respond to questions asked by potential proposers regarding the above-referenced Request for Proposals. This addendum becomes a part of the Contract Document and modifies the original specifications as noted.

**Question 1:** Does the City of Knoxville have procedures or plans in place for how the contracted company is to enforce lock-up (since we cannot physically force people to leave)?

Response: The awarded firm will be expected to contact to the Knoxville Police Department at any time when policy enforcement support is needed.

**Question 2:** For clarification, you are asking for pricing for one officer during the scoped hours and two officers during the scoped hours – not addition, on-call officers, etc.?

Response: Correct. The City would like pricing options for having one security personnel on property, as well as, the cost for having two members **present at all times during the (12) twelve-hour period** the space will be open for public use. The need for one or two officers present has yet to be determined. For further clarification, the City is NOT dictating that the entire (12) twelve-hour period must be covered by one staff member. The hired firm is permitted to staff the hours as multiple shifts during the day, so long as, staffing is provided at all times during the scoped hours of operation.

**Question 3:** Section V: Vendor's Proposal shall address each of the following outlined items: item 5; Pricing; Please define attending officers.

Response: "Officer" refers to the security personnel patrolling the area during the (12) twelve-hour period the space will be open for public use.

**END OF ADDENDUM NO. 1**

# PROPOSAL

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*Vinson Guard Service, Inc.'s trained security officers will provide the City of Knoxville with safety and the mechanisms to meet your requirements and ambitions.*

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## Who We Are

VINSON is a security contractor delivering uniformed security services superior to the standard guard staffing companies. The difference is our experienced, accomplished managers and carefully selected officers who utilize state-of-the-art technology to deliver targeted security service to all of VINSON's clients.

VINSON is a family business founded by Joseph D. Vinson, Sr. in 1963. Today, VINSON is certified as a Women's Business Enterprise by the Women's Business Enterprise National Council (WBENC) and continues to be a family-owned company operating multiple branches throughout eight states as one of the largest privately-owned security organizations in the United States.



## Services Rendered

With a safe space located at the intersection of Broadway and Magnolia Avenues, the City of Knoxville has requested information for an unarmed uniformed security officer to maintain order at the facility while also being respectful of the occupants.

## Why VINSON?

The security services offered by VINSON provide a proactive approach to protecting your assets and personnel. When VINSON is hired, our clients can be assured that:

- We will maintain efficient staff and personnel procedures.
  - ✓ Security personnel will have undergone a criminal background check, previous employment check, and drug screening.
  - ✓ Security personnel will have undergone comprehensive on-site training as well as classroom training.

## Why VINSON?

The security services offered by VINSON provide a proactive approach to protecting your assets and personnel.

- ✓ Adequate staffing and relief staffing will be provided to ensure accountability of security personnel.
- ✓ VINSON will offer flexibility to provide additional security personnel, as needed, to handle a variety of extra security needs.
- Management will remain accountable to the City of Knoxville.
- Our security officers will serve as a deterrent to criminal activity and disturbances.
- VINSON will follow the specified roles and responsibilities set forth by the City of Knoxville and adhere to the standards set by local, state, and national regulatory bodies.
- We will document safety and security violations, notifying management when necessary and/or calling law enforcement, as directed.

## Approach

Our approach to providing services includes how we recruit, hire, train, and manage our security officers. One important aspect of this job will be CPI (Crisis Prevention Institute) training. CPI is a standard-setting resource for organizations that serve society's most vulnerable – their proven model for staff training and personalized support empowers professionals who strive to sustain true cultures of compassion.

More information regarding VINSON's recruiting, hiring, training, and management can be found starting on page 20.

## Experience of Firm

With over 55 years of service across a variety of industries, VINSON has seen it all – and if we haven't seen it, our experience has prepped us for it. We've encountered active shooters, strikes, and natural disasters as far as crisis situations, as well as the standard lightbulbs being blown out and leaks.

In our decades of experience VINSON has undertaken hundreds of governmental contracts. At this time we are overseeing governmental contracts ranging from governmental/HUD housing to ports, City and County municipalities, state universities, and federal contracts. In total we are providing 1190 hours of service per week for these entities.

Below is a selection of what these contracts include:

- keeping order and control
- access control
- fire safety patrol
- customer service
- patrol of interior, exterior, and parking areas
- locking and unlocking facilities at opening/closing hours
- Davis-Bacon Act perimeters

VINSON also has extensive experience working with diverse populations. Below we have listed some of our current and past clients which demonstrate our work with a variety of populations.

- Fresenius Kidney Care – Multiple dialysis clinics, most located in low-income neighborhoods.
- AltaPointe – AltaPointe Health plans and facilitates a comprehensive, behavioral healthcare system that promotes the wellness and recovery of people living with mental illness, substance use disorders and developmental disability.
- Covenant House – For over 40 years, Covenant House has sheltered and cared for homeless young people.
- Hotel Hope – Hotel Hope plans to move families from homelessness to self-sufficiency through a three stage service model that involves providing crisis intervention services, residential stability and help in achieving economic self-sufficiency.
- Jefferson Parish Juvenile Services – Mission is to provide supervision and rehabilitation to troubled youth and their families.
- Jefferson Parish First Parish Court – All traffic/criminal jurisdiction for East Bank of Jefferson Parish, as well as lawsuits of damages sought \$20,000.00 or less.
- Jefferson Parish Health Units (Departments) – Serve the community with public health services.
- Daughters of Charity Services of New Orleans – Offers primary and preventive health services of the community, including WIC services.
- Tulane Medical Center – Hospital and ER within walking distance of the French Quarter in New Orleans.
- Concentra – Low-income health facilities
- Houma-Terrebonne Housing Authority Bayou Towers – High-rise residences through the federally funded Public Housing Program.
- Terrebonne Parish Beautiful Beginnings Center – Primary purpose of this facility is to provide temporary shelter as long as the residents are making a concerted effort to achieve goals and objectives that are consistent with becoming self-sufficient.
- Raven's Outreach Center in Baton Rouge – Provides housing for homeless. Veterans who are placed with Raven's Outreach by the Department of Veterans Affairs Social Workers.
- Luke's House Clinic – The mission of Luke's House is to be a place of medical and spiritual hope, health and healing for the people of Greater New Orleans, to provide patient centered experiences for students, and to open a doorway to long-term healthcare solutions.
- Women's & Children's Services – Serves as a catalyst for individuals with mental health, developmental disabilities, and addictive disorders to help realize their full human potential by offering quality, excellent care with greater accessibility.
- Ouachita Parish Correctional Center – Housing up to 1152 inmates.

## Qualifications of Proposed Employees

### Key Personnel - Executive Leadership

Our executive team leadership is involved in every contract at VINSON, as well as your local general manager and utilities supervisor. **The City of Knoxville can reach out to their executive team contact, as well as branch leadership, at any time.**

VINSON's Executive Team consists of Christine M. Vinson (President); Paul Wright (Vice President of Operations); Chad Passantino (Administrative Director & Corporate Secretary); Todd Tranchina (Controller & Treasurer); Brent O'Pry (Quality Control & Systems Administrator); Maria V. Landry, CPP (Vice President of Sales & Marketing); and Joshua Owens (Regional Manager). Together, this team of six has a collective 120 years at Vinson Guard Service, Inc.



### Christine M. Vinson - President

Christine joined VINSON in 1995 and has since served in a variety of roles including Accounts Representative, Quality Compliance Officer, and Executive Vice President. As a licensed security officer for over 20 years, she understands the security business from all facets. Christine is a former member of the Louisiana State Board of Private Security Examiners and past chairman and past president of World Association of Detectives – a global alliance of investigators & security professionals.

### Paul Wright - Vice President of Operations

Paul joined VINSON in 1980 after departing the renowned New Scotland Yard where he served as a detective and member of the Anti-Terrorist Branch. During his 30+ year tenure at VINSON, Paul has been an investigator, branch manager, general manager and regional manager. As Vice President of Operations, Paul directs operations across VINSON branches to serve our customer base and executes corporate strategy.





### **Chad Passantino - Administrative Director**

Chad joined VINSON in 2015 as Administrative Director and direct assistant to the President. In addition to these roles, he was elected company Secretary by the Board of Directors. With more than 20 years of experience in legal and administrative roles, he brings an invaluable skill set to the VINSON team. Chad works closely with our legal advisors to craft and maintain policies and procedures designed to protect our staff, you, and your assets. Additionally, his team supervises our training programs and manages our certifications, accreditations, and filings.

### **Todd Tranchina - Controller**

As Controller and Treasurer of VINSON's Board of Directors, Todd is tasked with responsibility for all accounting operations of the company. He has over 20 years of accounting experience, including certification as a CPA, and his business knowledge across distribution/logistics, engineering & construction, oil & gas, real estate, and telecommunications is invaluable to VINSON as we deliver service to our clients.



### **Brent O'Pry - Quality Control & Systems Administrator**

Brent joined VINSON in 2010 with extensive management and software development experience. Brent leads Quality Control at VINSON and insures that all of our customers enjoy the same level of high quality private security services no matter their size, industry or location. The Quality Control part of his job means ensuring that post orders provide clear direction to your Security Officers. As our Systems Administrator, Brent implements and manages our solutions like WinTeam, web-based reporting, and keeps our staffed trained.

### **Maria Vinson Landry, CPP - Vice President of Sales & Marketing**

Maria began working alongside her father at VINSON in 1980 in sales and marketing before moving into operations where she served as branch manager. Having returned to Sales & Marketing in 2007, Maria now oversees the Go-To-Market strategy and brand of VINSON as Vice President of Sales & Marketing. Maria is a member of National Council of Investigation and Security Services (NCISS) and has served as past chairman and past president.





### **Joshua Owens - Regional Manager**

Josh serves as Regional Manager over Louisiana, Mississippi, Alabama, Florida, Tennessee, Texas, North Carolina, and Georgia. Josh reports to the Executive Team, and travels to monitor and assist the all branches under his jurisdiction. He has been with VINSON since 2013, when he started as Manager of the Montgomery Branch Office and was soon promoted to General Manager over the Montgomery, Mobile, and Jackson Branches. His constant willingness to assist in times of need has proven his ability to adapt to and manage multiple situations.

## **Key Personnel - Branch Leadership**

### **Jim Owens - General Manager**

Jim serves as General Manager for our Knoxville and Nashville branch offices. Jim joined VINSON after 15 years of management experience in the security industry. His security experience includes managing 30+ accounts, supervising 200 security officers, and managing up to 7,000 weekly billing hours. As General Manager, Jim is tasked with operations for two branches in Tennessee. He oversees all human resources duties, client relations and account retention, new business, and profit and loss for these two branches.



### **John Tallent - Utility Supervisor**

John joined VINSON in 2010, and has been instrumental in our operations ever since. As Utility Supervisor, John performs both administrative duties as well as security officer duties as needed. John's duties include all aspects of hiring officers, including interviewing job applicants, processing new hires, and employee scheduling. He is also tasked with organizing, directing, and supervising the activities of officers, and ensuring officer compliance with post orders.

## Pricing/Cost

One Security Officer	
Regular Bill Rate Per Hour	Holiday/Overtime/Special Coverage Rate Per Hour
\$20.34	\$27.88

Two Security Officers	
Regular Bill Rate Per Hour Per Officer	Holiday/Overtime/Special Coverage Rate Per Hour Per Officer
\$19.31	\$26.85

**\*NOTE: A 3% service charge shall be added to the invoiced amount for choosing to pay with credit cards.**

Hourly bill rates include payroll taxes, insurance, background screening, drug screening, all standard training (whether classroom or on-the-job), uniforms, and employer contribution to VINSON's ACA compliant healthcare program.

All security officers are unarmed. Standard operating procedures will be discussed with the City of Knoxville and the on-site manager to develop a set of post instructions for the security officers.

### Uniforms

At no cost to the City of Knoxville, each security officer will receive: appropriate quantity of uniforms dependent upon post assignment, full-length rain slicker, one sweater or lined jacket, summer and winter caps, and replacement uniforms supplied on demand. The uniforms are provided at no cost to our security officers, except replacement uniforms provided due to negligence.



*VINSON's uniforms contribute to our officer's professional appearance and demeanor.*



## Disaster Coverage

In the event of a natural and/or man-made disaster, whereby the Government (be it either local or national) has called a "State of Emergency" and there is a need for security officers to be deployed from other branch offices, VINSON will charge \$36.50 per hour per security officer in addition to a \$65.00 daily charge per security officer that will cover food and hotel for that one security officer.

## Definitions

- Straight Time – Bill rate for normally scheduled contractual hours.
- Holiday Worked – Bill rate for hours worked by security officers on the following holidays: New Year's Day, Martin Luther King Jr. Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. (These are the standard paid holidays but can be modified as needed.)
- Special Coverage – Temporary hours requested beyond the normal range of hours contracted.
- Overtime – Any scheduled hours the officer might work past the standard 40-hour work week by client request.



*VINSON's vehicles provide our customers with a reliable form of patrol.*

## Security Officer Training

### Recruiting

Our security officers not only represent VINSON, but they also represent you. We actively recruit the most auspicious security officer candidates for each unique client site and security service operation.

Status

**Job Readiness**



Ready for matching

ARCHIVE THIS JOB

*A job is ready to match employees to the post requirements.*

VINSON utilizes Kwantek Hiring Solutions for pre-employment screening. The application process includes an assessment of the operating style of each applicant and screens for the person most likely to succeed, taking into consideration stability, dedication, reliability, commitment to customer service, and work ethic. Results gained from the Kwantek assessment are used for effective interviewing.

VINSON's partnership with Kwantek Hiring Solutions has provided invaluable advantages in our recruiting process. The Kwantek processes swiftly identify the most promising candidates and match them to a post where they will be most successful, thereby reducing turnover and increasing productivity.

**Current Candidates for Metalrie Site Supervisor - Security - / Full - Time**

RETURN  
VIEW SUMMARY

All	Candidate	Resume	EDU	✓	Applied On	Status	Notes
19			✓	✓	1/19/2017	Phone Screen Completed	
20			✓	✓	1/19/2017	Phone Screen Completed	
21			✓	✓	1/22/2017	New	
22			✓	✓	1/22/2017	New	
23			✓	✓	1/21/2017	New	
24			✓	✓	1/19/2017	New	
25			✓	✓	1/19/2017	New	
26			✓	✓	1/19/2017	New	
27			✓	✓	1/20/2017	New	
28			✓	✓	1/19/2017	New	
29			✓	✓	1/19/2017	Phone Screen Completed	
30			✓	✓	1/20/2017	Phone Screen Completed	
31			✓	✓	1/19/2017	Interview	

*The candidates are sorted by job requirements – then the eligible list is ready for phone screens and interviews.*

## Training

Vinson Guard Service, Inc. will manage all training needs for security personnel posted at the Broadway/Magnolia Avenue Safe Space. Our well-established training programs can be customized to meet the needs of the City of Knoxville.

VINSON is equipped to address all security officer training needs. After consulting with the City of Knoxville, VINSON will develop and provide specialized post training for our security officers. VINSON's local branch management team will conduct periodic and ongoing refresher training.

VINSON training includes:

- CPI Training – One important aspect of this job will be CPI (Crisis Prevention Institute) training. CPI is a standard-setting resource for organizations that serve society's most vulnerable – their proven model for staff training and personalized support empowers professionals who strive to sustain true cultures of compassion.
- On-Site Training – All security officers will participate in a thorough on-site orientation specific to the location and community layout. The on-site training will also encompass potential security issues.
- Off-Site Training – All security officers will be trained by VINSON's in-house instructors in proper procedures and expected behavior standards.
- Printed Manuals – With assistance from the City of Knoxville, VINSON will develop a training manual for all security officers assigned to the City of Knoxville post.
- Ongoing Training – VINSON will provide ongoing training for its staff, as needed, to handle new situations and correct any deficiencies that may be noted during the course of our contract with the City of Knoxville.

It has always been a company practice to cross-train at various post locations, allowing VINSON to have qualified personnel available to substitute where needed. Only officers possessing the necessary credentials will be allowed to work at the City of Knoxville.

## Training

*VINSON Code of Ethics*

*State-Specific Training*

*Report Writing*

*Legal Powers & Limitations  
of a Security Officer*

*Electronic Reporting*

*Incumbent Officer Training*

*Asset Protection & Security*

*Human & Public Relations*

*Investigations*

*VINSON Orientation*

*Emergency Procedures*

*Radio Communication*

*Secured Area Access  
Procedures*

*Surveillance Camera  
Monitoring*

*Patrolling*

*On-Site Training*

*Printed Manuals*

*CPI De-Escalation*

*Crisis Management*

*OSHA Training*

## Quality Management

### Communication

Communication is crucial to quality control, including avoiding misunderstandings between the client and VINSON. Understanding the objectives, goals, and expectations of our customers is imperative. Also, realizing an issue and addressing it immediately can prevent issues and communication breakdowns from escalating. VINSON's Knoxville general manager will contact the City of Knoxville on a consistent basis to discuss service and security officer performance.

From the corporate office to branch offices, site and field supervisors to the individual security officer, VINSON's sincere aspiration is to provide excellent service. If we identify a service problem, we work to find the successful resolve and include our customer in the discussion.

VINSON has 24/7 in-house dispatch manned by trained VINSON employees. Both our clients and security officers are able to call our 800 number at any point and reach the appropriate party to promptly resolve any situation or question.

VINSON has 24/7 in-house dispatch manned by trained VINSON employees. Both our clients and security officers are able to call our 800 number at any point and reach the appropriate party to promptly resolve any situation or question.

### WinTeam

VINSON's partnership with the web-based program WinTeam plays an integral role in our quality management program. WinTeam provides a computerized check-in/check-out system for the security officers, utilizing a designated telephone at the client's site. Deviation of times can only be approved and recorded by the branch manager. VINSON dispatchers at our round-the-clock call center continuously monitor for time and attendance activity. If an anomaly exists, the dispatchers are immediately alerted and instructed to contact a site supervisor, field supervisor, or branch manager.

WinTeam includes a variety of modules specific to the security industry to assist with contract execution, including Compliance Tracker. Compliance Tracker simplifies the process of identifying, tracking, and updating employee compliance, including licensing, job qualifications, and certifications.

## **Electronic Reporting**

VINSON provides a proven system for real-time electronic reporting of officer activity and reportable issues. VINSON will coordinate with the City of Knoxville to develop an appropriate reporting outline for submission of reports on a daily, weekly, or monthly basis. VINSON's electronic based reporting capabilities include:

- Daily activity reports as submitted electronically by the officers (email delivery)
- Reporting of checkpoints scanned along with descriptions of any safety or security issues
- GPS (location) indicators
- All electronic entries are time and date stamped
- Immediate email notifications of issues (fully customizable)
- Issues placed electronically include notes and audio clips
- Clients can review activity in real time through the online portal
- Reporting archives – client and VINSON can run historical reports on demand
- All field VINSON electronic reporting is provided through handheld devices provided by VINSON

## **Supervision**

Effective services depend upon adequate supervision and performance reviews for security personnel. Your contract with VINSON guarantees the following:

- Sporadic audits by VINSON supervisors from our Knoxville branch office to ensure our security officers posted at the City of Knoxville are performing as expected. A surprise drop-in inspection by our supervisory staff can happen at any time and during the course of any event. During a check like this, all security officers will be observed and evaluated.
- Availability and willingness of VINSON management to take comments and complaints on our service. In the event that any of our security officers behave in an unsatisfactory manner, we want to hear about it immediately. Supervisors are available 24 hours a day, 365 days a year.
- Immediate correction of all service issues. If lack of training or a misunderstanding is determined to be the issue, security officers will be instructed in correct behavior and put on probation (if applicable). A repetition of problem behavior will result in immediate replacement of that security officer.
- Availability of VINSON management to address scheduling issues, including emergency situations. A supervisor from VINSON is on call 24/7 to coordinate with the City of Knoxville as needed.

## Coordination



*VINSON will develop site-specific procedures for coordinating with other city and/or county agencies and will train all personnel accordingly.*

Uniformed security officers cannot handle every situation on their own. VINSON will develop site-specific procedures for coordinating with other city and/or county agencies and will train all personnel accordingly.

### **Law Enforcement Issues**

Upon observing criminal activity, VINSON security officers will immediately call local law enforcement for assistance.

If necessary, VINSON security officers may stop and question someone, but only law enforcement officers can arrest suspects.

Whenever law enforcement officials are notified, VINSON security officers will obey all instructions of the law enforcement authorities.

### **Medical Issues**

When deemed necessary, VINSON security officers will notify local 911 emergency response and request emergency medical assistance.

## Summary

Vinson Guard Service, Inc. is dedicated to training and supervising our staff to provide superior service to our clients, and has set the standard for best business practices in the security industry. Our trained security officers will provide the City of Knoxville with safety and the mechanisms to meet your requirements and ambitions.

## References

**AltaPointe**  
Catherine Shropshire  
(251) 824-4985

**Concentra**  
Chandra Johnson  
(337) 828-9092

**Fresenius Kidney Care**  
Aileen Alvarez  
(985) 852-0653 x.5406

RISK MANAGEMENT SERVICES, L.L.C.  
Heritage Plaza, Suite 1550, 111 Veterans Memorial Boulevard Metairie, LA 70005  
PO Box 7765 Metairie, LA 70010  
(504) 837-3100 Phone – (504) 837-3156 Fax

CERTIFICATE OF INSURANCE

EXHIBIT C

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND, OR ALTER THE COVERGE AFFORDED BY THE POLICIES BELOW.**

**WORKERS COMPENSATION AND/OR EMPLOYERS LIABILITY**

**Issue Date:** October 30, 2018  
**To:** City Attorney of Knoxville  
PO Box 1631  
Knoxville, TN 37901  
**Employer:** Vinson Guard Service, Inc.  
955 Howard Avenue  
New Orleans, LA 70113-1109

**THIS IS TO CERTIFY THAT THE ABOVE-NAMED EMPLOYER HAS IN EFFECT THE FOLLOWING WORKERS COMPENSATION AND/OR EMPLOYERS LIABILITY POLICIES FOR THE STATES OF GEORGIA, MISSISSIPPI, TENNESSEE AND TEXAS. INCLUDES WAIVER OF SUBROGATION.**

**CARRIER**

**POLICY NUMBER**

New York Marine and General Insurance Company – NAICS: 561612

WC201800003654

Workers Compensation Insurance - Statutory Limits:

Employers Liability Insurance:

Bodily Injury by Accident - \$1,000,000 each accident

Bodily Injury by Disease - \$1,000,000 policy limit

Bodily Injury by Disease - \$1,000,000 each employee

This policy is effective at 12:01 a.m. on 05/31/2018 and expires at 12:01 a.m. on 05/31/2019.

**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED ABOVE, BUT FAILURE TO MAIL SUCH NOTICE SHALL NOT IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.**



By: \_\_\_\_\_  
Authorized Representative

# EXHIBIT C

WC 00 03 13

## WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

This agreement applies only to the extent that you perform the work under a written contract that requires you to obtain this agreement from us. This agreement shall not operate directly or indirectly to benefit any not named in the schedule.

Policy Number: 705-000000-705-116

New York Marine & General Insurance (Excess Carrier) Policy Number: WC201800003654

This policy is effective at 12:01 a.m. on 05/31/2018 and expires at 12:01 a.m. on 05/31/2019

## SCHEDULE

City Attorney of Knoxville  
PO Box 1631  
Knoxville, TN 37901





VINSGUA-01

SBARDWELL

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/10/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Reeves, Coon & Funderburg 9445 Stevens Rd Ste 210 Shreveport, LA 71106	<b>CONTACT NAME:</b> Deborah L Dilliard <b>PHONE (A/C, No, Ext):</b> (318) 868-4399 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> debbie@rcfinsurance.com														
<b>INSURED</b> Vinson Guard Service, Inc. Attn: Christine Vinson 955 Howard Avenue New Orleans, LA 70113	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : <b>Crum &amp; Forster Indemnity</b></td> <td><b>31348</b></td> </tr> <tr> <td>INSURER B : <b>Crum &amp; Forster Specialty Ins</b></td> <td><b>44520</b></td> </tr> <tr> <td>INSURER C : <b>Travelers Cas &amp; Surety of Am</b></td> <td><b>31194</b></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : <b>Crum &amp; Forster Indemnity</b>	<b>31348</b>	INSURER B : <b>Crum &amp; Forster Specialty Ins</b>	<b>44520</b>	INSURER C : <b>Travelers Cas &amp; Surety of Am</b>	<b>31194</b>	INSURER D :		INSURER E :		INSURER F :	
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INSURER D :															
INSURER E :															
INSURER F :															

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>Errors &amp; Omissions</b> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	GLO-541550	05/31/2018	05/31/2019	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>500,000</b> MED EXP (Any one person) \$ <b>10,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>5,000,000</b> PRODUCTS - COMP/OP AGG \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	133-7437233	05/31/2018	05/31/2019	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ <b>10,000</b>			SEO-102739	05/31/2018	05/31/2019	EACH OCCURRENCE \$ <b>10,000,000</b> AGGREGATE \$ <b>Aggregate</b> \$ <b>10,000,000</b>
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	<b>Crime-Fidelity Cov</b>			106111692	05/31/2018	05/31/2019	<b>Limit</b> \$ <b>1,000,000</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Job Description: Safe Space

**CERTIFICATE HOLDER****CANCELLATION**

City of Knoxville  
 P. O. Box 1631  
 Knoxville, TN 37901

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_



## ADDITIONAL REMARKS SCHEDULE

Page \_\_\_\_ of \_\_\_\_

AGENCY Reeves Coon & Funderburg		NAMED INSURED Vinson Guard Service, Inc	
POLICY NUMBER See attached		EFFECTIVE DATE: 5/31/2018	
CARRIER See Attached	NAIC CODE		

### ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: \_\_\_\_\_ FORM TITLE: \_\_\_\_\_

City of Knoxville, it's officials, officers, employees and volunteers is additional insured under General Liability and Automobile Liability.  
Primary/non-contributory applies to General Commercial Liability

Waiver of Subrogation applied to General Liability and Automobile Liability

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies a person or organization who is an "insured" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

### SCHEDULE

**Legal Name and Address of Person or Organization:**

City of Knoxville, it's  
officials, officers, employees  
and volunteers  
P. O. Box 1631  
Knoxville, Tn 37901

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

The person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

If the person or organization shown in the Schedule qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form, the insurance provided to the additional insured is primary and non-contributory for any liability arising out of an "accident" and resulting from the ownership, maintenance or use of a covered "auto".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

The following is added to the Loss Conditions Section of the Coverage Form:

We waive any right of recovery we may have against the person or organization shown in the Schedule below because of payments we make for injury or damage. The waiver applies only to the extent required under a written contract with that person or organization that was executed prior to the "accident" or "loss".

### SCHEDULE

City Of Knoxville, it's officials, officers, employees and volunteers  
P. O. Box 16 31  
Knoxville, Tn 37901

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY  
CG 24 04 05 09

## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

**Name Of Person Or Organization:**

City of Knoxville, it's officials, officers,  
employees and volunteers  
P. O. Box 1631  
Knoxville, Tn 37901

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

City of Knoxville, it's officials, officers, employees and volunteers  
P. O. Box 1631  
Knoxville, Tn. 37901

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
  2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY –  
OTHER INSURANCE CONDITION – DESIGNATED  
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

**Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to the additional insured(s) under this policy that is shown in the **Schedule** below, provided that:

- (1) The additional insured is a Named Insured under such other insurance, and
- (2) You have agreed in writing in a contract or agreement prior to the injury or damage that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

However, the insurance provided under this endorsement will not apply beyond the extent required by such contract or agreement.

**Schedule**

Person(s) or organization(s) City of Knoxville, it's officials, officers, employees and volunteers P. O. Box 1631 Knoxville, Tn 37901
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**ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.**

This endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein.

(The following information is required only when this endorsement is issued subsequent to preparation of the Policy.)

Endorsement effective

Policy No.

Endorsement No.

Named Insured

Countersigned by \_\_\_\_\_