STATE OF NORTH CAROLINA

DEPARTMENT OF ADULT CORRECTION

Request for Proposals #: 52-RFP-1814989453-PJW

Uniformed Armed Security Services - Yonkers

Date of Issue: November 18, 2025

Proposal Opening Date: December 08, 2025

At 2:00 PM ET

Direct all inquiries concerning this RFP to:

John Poucher

Purchasing Agent

Email: john.poucher@dac.nc.gov

Phone: 919-324-6474

STATE OF NORTH CAROLINA

Request for Proposal

52-RFP-1814989453-PJW

For internal State agency processing, including tabulation of proposals, provide your company's eVP (Electronic Vendor Portal) Number. Pursuant to G.S. 132-1.10(b) this identification number shall not be released to the public. **This page will be removed and shredded, or otherwise kept confidential**, before the procurement file is made available for public inspection.

This page shall be filled out and returned with your proposal.
Failure to do so may subject your proposal to rejection.

____

Vendor Name

____

Vendor eVP#

Note: For your proposal to be considered, your company (you) must be a North Carolina registered vendor in good standing. You must enter the vendor number assigned through eVP (Electronic Vendor Portal). If you do not have a vendor number, register at https://vendor.ncgov.com/vendor/login

STATE OF NORTH CAROLINA
Department of Adult Correction

Refer *ALL* Inquiries regarding this RFP to: **John Poucher** **All correspondence with Vendors shall be through the Ariba Sourcing Tool. Questions will be received in the Ariba Sourcing Tool (Only) based on the schedule in Section 2.4**	**Request for Proposal #: 52-RFP-1814989453-PJW** **Proposals will be publicly opened: December 08, 2025, at 2:00 PM ET**
Using Agency: NCDAC **Requisition No.: RQ238960**	**Commodity No. and Description: 921215 – Guard Services**

EXECUTION

In compliance with this Request for Proposals (RFP), and subject to all the conditions herein, the undersigned Vendor offers and agrees to furnish and deliver any or all items upon which prices are bid, at the prices set opposite each item within the time specified herein.

By executing this proposal, the undersigned Vendor understands that false certification is a Class I felony and certifies that:

- this proposal is submitted competitively and without collusion (G.S. 143-54),
- none of its officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and
- it is not an ineligible Vendor as set forth in G.S. 143-59.1.

Furthermore, by executing this proposal, the undersigned certifies to the best of Vendor's knowledge and belief, that:

- it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal or State department or agency.

As required by G.S. 143-48.5, the undersigned Vendor certifies that it, and each of its sub-Contractors for any Contract awarded as a result of this RFP, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system.

G.S. 133-32 and Executive Order 24 (2009) prohibit the offer to, or acceptance by, any State Employee associated with the preparing plans, specifications, estimates for public contracts; or awarding or administering public contracts; or inspecting or supervising delivery of the public contract of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of this response to the RFP, the undersigned certifies, for Vendor's entire organization and its employees or agents, that Vendor is not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

By executing this bid, Vendor certifies that it has read and agreed to the **INSTRUCTION TO VENDORS** and the **NORTH CAROLINA GENERAL TERMS AND CONDITIONS.** These documents can be accessed from the Ariba Sourcing Tool.

Failure to execute/sign proposal prior to submittal shall render proposal invalid and it WILL BE REJECTED. Late proposals shall not be accepted.

COMPLETE/FORMAL NAME OF VENDOR:			
STREET ADDRESS:		P.O. BOX:	ZIP:
CITY & STATE & ZIP:		TELEPHONE NUMBER:	TOLL FREE TEL. NO:
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #21):			
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR:		FAX NUMBER:	
VENDOR'S AUTHORIZED SIGNATURE*:	**DATE:**	EMAIL:	

VALIDITY PERIOD

Offer shall be valid for at least 120 days from date of bid opening, unless otherwise stated here: ______ days, or if extended by mutual agreement of the parties. Any withdrawal of this offer shall be made in writing, effective upon receipt by the agency issuing this RFP.

ACCEPTANCE OF PROPOSAL

If your proposal is accepted, all provisions of this RFP, along with the written results of any negotiations, shall constitute the written agreement between the parties ("Contract"). The NORTH CAROLINA GENERAL TERMS AND CONDITIONS are incorporated herein and shall apply. Depending upon the Goods or Services being offered, other terms and conditions may apply, as mutually agreed.

FOR STATE USE ONLY: Offer accepted and Contract awarded this________ day of __________, 20____, as indicated on

The attached certification, by ____.

(Authorized Representative of Department of Adult Correction)

Contents

1.0 PURPOSE AND BACKGROUND

The purpose of this Request for Proposals (RFP) is to seek competitive proposals from qualified vendors to establish an Agency Contract to provide uniformed armed guard services for The North Carolina Department of Adult Correction (DAC) at 2020 Yonkers Road, Raleigh, NC. Services are 8 hours a day, 5 days a week, Monday through Friday excluding State Holidays, from 8:00 a.m. to 5:00 p.m. DAC currently leases and operates a facility at 2020 Yonkers Rd., Raleigh, NC, which houses several Divisions which make up part of the DAC Administration, Community Corrections, Correction Enterprises and the Parole and Post Release Commission and others. The building consists of approximately 135,000 square feet and houses approximately 600 employees. Most areas consist of administrative offices, conference rooms, a cafeteria, storage rooms, a loading dock and utility closets. The building's normal operating hours are Monday through Friday, 8:00 a.m. to 5:00 p.m. If the Department should move to a different location, the vendor providing the Security services shall move with the Department to the new location.

The intent of this solicitation is to award an Agency Specific Contract.

1.1 CONTRACT TERM

The Contract shall have an initial term of one (1) year, beginning on the date of final Contract execution (the "Effective Date") or **January 01, 2026**, whichever is later.

At the end of the Contract's initial term, the State shall have the option, in its sole discretion, to renew the Contract on the same terms and conditions for up to two (2) additional one-year terms. The State will give the Vendor written notice of its intent to exercise each option no later than thirty (30) days before the end of the Contract's then-current term. In addition to any optional renewal terms, and with the Vendor's concurrence, the State reserves the right to extend the Contract after the last active term.

Proposals shall be submitted in accordance with the terms and conditions of this RFP and any addenda issued hereto.

2.0GENERAL INFORMATION

2.1 REQUEST FOR PROPOSAL DOCUMENT

This RFP is comprised of the base RFP document, any attachments, and any addenda released before Contract award, which are incorporated herein by reference.

2.2 E-PROCUREMENT FEE

ATTENTION: This is an NC eProcurement solicitation facilitated by the Ariba Network. The E-Procurement fee may apply to this solicitation. See the paragraph entitled ELECTRONIC PROCUREMENT of the North Carolina General Terms and Conditions.

General information on the E-Procurement Services can be found at: http://eprocurement.nc.gov/.

What is the Ariba Network?

The Ariba Network is a web-based platform that serves as a connection point for buyers and vendors. Vendors can log in to the Ariba Network to view purchase orders, respond to electronic requests for quotes, participate in Sourcing Events, and collaborate with buyers on contract documents.

For training on how to use the Sourcing Tool to view solicitations, submit questions, develop responses, upload documents, and submit offers to the State, Vendors should go to the following site:

http://eprocurement.nc.gov/training/vendor-training.

2.3 NOTICE TO VENDORS REGARDING RFP TERMS AND CONDITIONS

It shall be the Vendor's responsibility to read the Instructions to Vendors, the North Carolina General Terms and Conditions, all relevant exhibits and attachments, and any other components made a part of this RFP and comply with all requirements and specifications herein. Vendors are also responsible for obtaining and complying with all Addenda and other changes that may be issued in connection with this RFP.

If Vendors have questions, issues, or exceptions regarding any term, condition, or other component of this RFP, those must be submitted as questions in accordance with the instructions in the PROPOSAL QUESTIONS Section. If the State determines that any changes will be made as a result of the questions asked, then such decisions will be communicated in the form of an RFP addendum. The State may also elect to leave open the possibility for later negotiation and amendment of specific provisions of the Contract that have been addressed during the question-and-answer period. Other than through this Q and A process or negotiation under 01 NCAC 05B.0503, the State rejects and will not be required to evaluate or consider any additional or modified terms and conditions submitted with Vendor's proposal or otherwise. This applies to any language appearing in or attached to the document as part of the Vendor's proposal that purports to vary any terms and conditions or Vendors' instructions herein or to render the proposal non-binding or subject to further negotiation. Vendor's proposal shall constitute a firm offer that shall be held open for the period required herein ("Validity Period" above).

By execution and delivery of this RFP Response, the Vendor agrees that any additional or modified terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect, and will be disregarded. Noncompliance with, or any attempt to alter or delete, this paragraph shall constitute sufficient grounds to reject Vendor's proposal as nonresponsive. The State may exercise its discretion to consider Vendor proposed modifications.

2.4 RFP SCHEDULE

The table below shows the *intended* schedule for this RFP. The State will make every effort to adhere to this schedule.

Event	Responsibility	Date and Time
Issue RFP	State	November 18, 2025
Hold Mandatory Site Visit	State	**November 25, 2025, at 10:00 AM ET**
Submit Written Questions	Vendor	November 26, 2025, by 2:00 PM ET
Provide Response to Questions	State	December 02, 2025
Submit Proposals	Vendor	**December 08, 2025, by 2:00 PM ET** **Microsoft Teams** Need help? Join the meeting now **Meeting ID: 219 820 518 537 5** **Passcode: p2Gx3q7s** **Dial in by phone** +1 984-204-1487,,278365840# **United States** Find a local number **Phone conference ID: 278 365 840#**
Contract Award	State	TBD
Contract Effective Date	State	January 01, 2026

2.5 MANDATORY SITE VISIT

Date:	November 25, 2025
Time:	**10:00 AM Eastern Time**
Location:	**2020 Yonkers Road** **Raleigh, NC 27604** **At Front Door Guard Station**
Contact #:	Bradley Bell – 919-614-9257

Instructions: It shall be MANDATORY that a representative from each Vendor be present for a pre-proposal site visit. Attendees must arrive promptly All attendees must sign in upon arrival and clearly indicate each prospective Vendor represented on the sign in sheet. **LATE ARRIVALS WILL NOT BE ALLOWED TO SIGN IN OR PARTICIPATE IN THE SITE VISIT, NOR SHALL THEIR PROPOSAL BE CONSIDERED**. Once the sign-in process is complete, all other persons wishing to attend may do so to the extent that space and circumstances allow.

FAILURE TO ATTEND THE MANDATORY SITE VISIT SHALL RESULT IN VENDOR'S PROPOSAL BEING DEEMED NON-RESPONSIVE AND NOT CONSIDERED FOR AWARD.

The purpose of this visit is for all prospective Vendors to apprise themselves of the conditions and requirements which will affect the performance of the work called for by this RFP. Vendors must stay for the duration of the site visit. No allowances will be made for unreported conditions that a prudent Vendor would recognize as affecting the work called for or implied by this RFP.

Vendors are cautioned that any information released to attendees during the site visit, other than that involving the physical aspects of the facility referenced above, and which conflicts with, supersedes, or adds to requirements in this RFP, must be confirmed by written addendum before it can be considered to be a part of this RFP and any resulting contract.

2.6 PROPOSAL QUESTIONS

Upon review of the RFP documents, Vendors may have questions to clarify or interpret the RFP in order to submit the best proposal possible. To accommodate the Proposal Questions process, Vendors shall submit any such questions by the "Submit Written Questions" date and time provided in the RFP SCHEDULE Section above, unless modified by Addendum.

Questions related to the content of the solicitation, or the procurement process should be directed to the person on the title page of this document via the Sourcing Tool's message board by the date and time specified in the RFP SCHEDULE Section of this RFP. Vendors will enter "**RFP # 52-RFP-1814989453-PJW – Questions**" as the subject of the message. Question submittals should include a reference to the applicable RFP section. This is the only manner in which questions will be received.

Questions or issues related to using the Sourcing Tool itself can be directed to the North Carolina eProcurement Help Desk at 888-211-7440, Option 2. Help Desk representatives are available Monday through Friday from 7:30 AM ET to 5:00 PM ET.

Questions received prior to the submission deadline date, the State's response, and any additional terms deemed necessary by the State will be posted in the Sourcing Tool in the form of an addendum and shall become an Addendum to this RFP. No information, instruction or advice provided orally or informally by any State personnel, whether made in response to a question or otherwise in connection with this RFP, shall be considered authoritative or binding. Vendors shall rely *only* on written material contained in the RFP and an addendum to this RFP.

2.7 PROPOSAL SUBMITTAL

IMPORTANT NOTE: This is an absolute requirement. Vendor shall bear the risk of late submission due to unintended or unanticipated delay. It is the Vendor's sole responsibility to ensure its proposal has been received as described in this RFP by the specified time and date of opening. Failure to submit a proposal in strict accordance with instructions provided shall constitute sufficient cause to reject a Vendor's proposal(s). Solicitation responses are subject to Sealed Bidding requirements.

Vendor's proposals for this procurement must be submitted through the Sourcing Tool. For training on how to use the Sourcing Tool to view solicitations, submit questions, develop responses, upload documents, and submit offers to the State, Vendors should go to the following site: https://eprocurement.nc.gov/training/vendor-training

Questions or issues related to using the Sourcing Tool itself can be directed to the North Carolina eProcurement Help Desk at 888-211-7440, Option 2. Help Desk representatives are available Monday through Friday from 7:30 AM EST to 5:00 PM EST.

Tips for Using the Sourcing Tool

1. Vendors should review available training and confirm that they are able to access the Sourcing Event, enter responses, and upload files well in advance of the date and time response are due to allow sufficient time to seek assistance from the North Carolina eProcurement Help Desk.
2. Vendors may submit their responses early to make sure there are no issues, and then submit a revised response any time prior to the response due date and time. The State will only review the most recent response.
3. Vendors should respond to all relevant sections of the Sourcing Event. Certain questions or items are required in order to submit a response and are denoted with an asterisk. The Sourcing Tool will not allow a response to be submitted unless all required items are completed. The Sourcing Tool will provide error messages to help identify any required information that is missing when response is submitted.
4. Simply saving your response in the Sourcing Tool is not the same as submitting your response to the State. Vendors should make sure they complete the submission process and receive a message that their response was successfully submitted.

2.8 PROPOSAL CONTENTS

Vendors shall provide responses to all questions and complete all attachments for this RFP that require the Vendor to provide information and upload them to the Sourcing Event in the Sourcing Tool. Vendor may not be able to submit its response in the Sourcing Tool unless all required items are addressed. Vendors shall provide authorized signatures where requested. Failure to provide all required items, or Vendor's submission of incomplete items, may result in the State rejecting Vendor's proposal, in the State's sole discretion.

Vendor shall include the following items and attachments in the Sourcing Tool:

a) Completed and signed version of all EXECUTION PAGES, along with the body of the RFP.
b) Signed receipt pages of any addenda released in conjunction with this RFP, if required to be returned.
c) Vendor's Proposal addressing all Specifications of this RFP including: Section 4.10 Vendor Certifications, 6.1 Project Manager
d) Completed version of ATTACHMENT A: COST PROPOSAL
e) Completed and signed version of ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION
f) Completed and signed version of ATTACHMENT E: CUSTOMER REFERENCE FORM
g) Completed and signed version of ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR
h) Completed and signed version of ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION
i) Completed and signed version of ATTACHMENT H: CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS and OMB STANDARD FORM LLL
j) ATTACHMENT I: ALCOHOL/DRUG-FREE WORKPLACE POLICY
k) ATTACHMENT J: VENDOR NARRATIVE OF OFFICER COMPENSATION STRUCTURE
l) ATTACHMENT K: PROOF OF LICENSURE AND CERTIFICATION BY PRIVATE PROTECTION SERVICES BOARD OF THE STATE OF NORTH CAROLINA
m) ATTACHMENT L: VENDOR EXPERIENCE

2.9 ALTERNATE PROPOSALS

Unless provided otherwise in this RFP, Vendor may submit alternate proposals for comparable Goods, various methods or levels of Service(s), or that propose different options. Alternate proposals must specifically identify the RFP requirements and advantage(s) addressed by the alternate proposal. Any alternate proposal, in addition to the marking described above, must be clearly marked with the legend: "Alternate Proposal # 52-RFP-1814989453-PJW [for 'name of Vendor']" Each proposal must be for a specific set of Goods and Services and must include specific pricing. Each proposal must be complete and independent of other proposals offered. If a Vendor chooses to respond with various offerings, Vendor shall follow the specific instructions for uploading Alternate Proposals in the Sourcing Tool.

2.10 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

Relevant definitions for this RFP are provided in 01 NCAC 05A .0112 and in the Instructions to Vendors found in the Sourcing Tool, which are incorporated herein by this reference.

The following definitions, acronyms, and abbreviations are also relevant to this RFP:

PREA: Prison Rape Elimination Act: The Prison Rape Elimination Act of 2003 was enacted by Congress to address the problem of sexual abuse and sexual harassment of persons in the custody of U.S. correctional agencies. The Act applies to all public and private institutions that house inmates, juveniles, and is also relevant to community-based agencies

3.0 METHOD OF AWARD AND PROPOSAL EVALUATION PROCESS

3.1 METHOD OF AWARD

North Carolina G.S. 143-52 provides a general list of criteria the State shall use to award contracts, as supplemented by the additional criteria herein. The Goods or Services being procured shall dictate the application and order of criteria; however, all award decisions shall be in the State's best interest. All qualified proposals will be evaluated, and awards will be made to the Vendor(s) meeting the specific RFP Specifications and achieving the highest and best final evaluation, based on the criteria described below.

While the intent of this RFP is to award a Contract(s) to a single Vendor, the State reserves the right to make separate awards to different Vendors for one or more line-items, to not award one or more line-items or to cancel this RFP in its entirety without awarding a Contract, if it is considered to be most advantageous to the State to do so.

The State reserves the right to waive any minor informality or technicality in proposals received.

3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

While this RFP is under evaluation, the responding Vendor, including any subcontractors and suppliers, is prohibited from engaging in conversations intended to influence the outcome of the evaluation. See the Paragraph of the Instructions to Vendors entitled Communications By Vendors.

Each Vendor submitting a proposal to this RFP, including its employees, agents, subcontractors, suppliers, subsidiaries and affiliates, is prohibited from having any communications with any person inside or outside the using agency; issuing agency; other government agency office or body (including the purchaser named above, any department secretary, agency head, members of the General Assembly and Governor's office); or private entity, if the communication refers to the content of Vendor's proposal or qualifications, the content of another Vendor's proposal, another Vendor's qualifications or ability to perform a resulting contract, and/or the transmittal of any other communication of information that could be reasonably considered to have the effect of directly or indirectly influencing the evaluation of proposals, the award of a contract, or both.

Any Vendor not in compliance with this provision shall be disqualified from evaluation and award. A Vendor's proposal may be disqualified if its subcontractor and/or supplier engage in any of the foregoing communications during the time that the procurement is active (i.e., the issuance date of the procurement until the date of contract award or cancellation of the procurement). Only those discussions, communications or transmittals of information authorized or initiated by the issuing agency for this RFP or inquiries directed to the purchaser named in this RFP regarding requirements of the RFP (prior to proposal submission) or the status of the award (after submission) are excepted from this provision.

3.3 PROPOSAL EVALUATION PROCESS

Only responsive submissions will be evaluated.

The State will conduct a One-Step evaluation of Proposals:

Proposals will be received according to the method stated in the Proposal Submittal Section above.

All proposals must be received by the issuing agency not later than the date and time specified in the RFP SCHEDULE Section above, unless modified by Addendum. Vendors are cautioned that this is a request for offers, not an offer or request to contract, and the State reserves the unqualified right to reject any and all offers at any time if such rejection is deemed to be in the best interest of the State.

At the date and time provided in the RFP SCHEDULE Section above, unless modified by Addendum, the proposal from each responding Vendor will be opened publicly and the name of the Vendor and total cost offered may be announced. Interested parties are cautioned that these costs and their components are subject to further evaluation for completeness and correctness and therefore may not be an exact indicator of a Vendor's pricing position.

If negotiation is anticipated under 01 NCAC 05B.0503, pricing may not be public until award.

At their option, the evaluators may request oral presentations or discussions with any or all Vendors for clarification or to amplify the materials presented in any part of the proposal. Vendors are cautioned, however, that the evaluators are not required to request presentations or other clarification—and often do not. Therefore, all proposals should be complete and reflect the most favorable terms available from the Vendor.

Upon completion of the evaluation process, the State will make award(s) based on the evaluation and post the award(s) under the RFP number for this solicitation. Award of a Contract to one Vendor does not mean that the other proposals lacked merit, but that, all factors considered, the selected proposal was deemed most advantageous and represented the best value to the State.

The State reserves the right to negotiate with one or more vendors, or to reject all original offers and negotiate with one or more sources of supply that may be capable of satisfying the requirement, and in either case to require Vendor to submit a Best and Final Offer (BAFO) based on discussions and negotiations with the State.

3.4 EVALUATION CRITERIA

In addition to the general criteria in G.S. 143-52 which may or may not be relevant to this RFP, all qualified proposals will be evaluated, and award made based on considering the following criteria, to result in an award most advantageous to the State:

BEST VALUE: "Best Value" procurement methods are authorized by N.C.G.S. §§143-135.9 and 143B-1350(h). The award decision is made based on multiple factors, including: total cost of ownership, meaning the cost of acquiring, operating, maintaining, and supporting a product or service over its projected lifetime; the evaluated technical merit of the Vendor's offer; the Vendor's past performance; and the evaluated probability of performing the specifications stated in the solicitation on time, with high quality, and in a manner that accomplishes the stated business objectives and maintains industry standards compliance. The intent of "Best Value" procurement is to enable Vendors to offer and the Agency to select the most appropriate solution to meet the business objectives defined in the solicitation and to keep all parties focused on the desired outcome of a procurement.

A ranking method of source selection will be utilized in this procurement using evaluation criteria listed in order of importance in the Evaluation Criteria section below to allow the State to award this RFP to the Vendor(s) providing the Best Value and recognizing that Best Value may result in award other than the lowest price or highest technically qualified offer. By using this method, the overall ranking may be adjusted up or down when considered with, or traded-off against, other non-price factors.

EVALUTION METHOD: Narrative and by consensus of the evaluating committee, explaining the strengths and weaknesses of each proposal and why the recommended awardee(s) provide the best value to the State.

All qualified proposals will be evaluated, and award made based on considering the following criteria listed in order of importance, to result in an award most advantageous to the State:

1. **Vendor Experience and References -** Each vendor will be evaluated on the same series of questions. (**ATTACHMENT E: CUSTOMER REFERENCE FORM** and **ATTACHMENT L: VENDOR EXPERIENCE**). Vendors will be researched thoroughly including job recruiting websites and social media platforms. Due to our efforts to ensure vendors are good at recruiting and retention of personnel. Customer references will weigh significantly in the vendor's overall rating for vendor experience and references.
2. **Technical Requirements -** Vendors shall provide standard procedures for conducting operations at each Area Control Point (ACP). The process Vendor will use in filling the position and what Vendor will be looking for in the personnel that it will be hiring. (**5.2 STAFFING REQUIREMENTS**)
3. **Compensation Structure** – Evaluate to ensure that MINIMUM HOURLY POSITION AND BENEFITS PAY RATE falls within or above the first (1^{st}) quartile of the State of NC Salary Schedule grade GN-7 for security officers. It will be very important to list all your benefits for the compensation structure and not just salary. Vendor shall include a narrative of compensation structure. (**ATTACHMENT A: PRICING FORM** and **ATTACHMENT J: VENDOR NARRATIVE OF OFFICER COMPENSATION STRUCTURE**)
4. **Cost -** The evaluation of each Vendors cost proposal. **Evaluation is about the most cost-efficient package and not just the cheapest** (**ATTACHMENT A: PRICING FORM**)

3.5 PERFORMANCE OUTSIDE THE UNITED STATES

Vendor shall complete ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR. In addition to any other evaluation criteria identified in this RFP, the State may also consider, for purposes of evaluating proposed or actual contract performance outside of the United States, how that performance may affect the following factors to ensure that any award will be in the best interest of the State:

a) Total cost to the State
b) Level of quality provided by the Vendor
c) Process and performance capability across multiple jurisdictions
d) Protection of the State's information and intellectual property
e) Availability of pertinent skills

f) Ability to understand the State's business requirements and internal operational culture
g) Particular risk factors such as the security of the State's information technology
h) Relations with citizens and employees
i) Contract enforcement jurisdictional issues

3.6 INTERPRETATION OF TERMS AND PHRASES

This RFP serves two functions: (1) to advise potential Vendors of the parameters of the solution being sought by the State; and (2) to provide (together with other specified documents) the terms of the Contract resulting from this procurement. The use of phrases such as "shall," "must," and "requirements" are intended to create enforceable contract conditions. In determining whether proposals should be evaluated or rejected, the State will take into consideration the degree to which Vendors have proposed or failed to propose solutions that will satisfy the State's needs as described in the RFP. Except as specifically stated in the RFP, no one requirement shall automatically disqualify a Vendor from consideration. However, failure to comply with any single requirement may result in the State exercising its discretion to reject a proposal in its entirety.

4.0 REQUIREMENTS

This Section lists the requirements related to this RFP. By submitting a proposal, the Vendor agrees to meet all stated requirements in this Section as well as any other specifications, requirements, and terms and conditions stated in this RFP. If a Vendor is unclear about a requirement or specification, or believes a change to a requirement would allow for the State to receive a better proposal, the Vendor is urged to submit these items in the form of a question during the question-and-answer period in accordance with the Proposal Questions Section above.

4.1 PRICING

Proposal price shall constitute the total cost to the State for complete performance in accordance with the requirements and specifications herein, including all applicable charges for handling, transportation, administrative and other similar fees. Complete **ATTACHMENT A: COST PROPOSAL** and include in your bid response that is uploaded in the Sourcing Tool. The pricing provided in ATTACHMENT A, or resulting from any negotiations, is incorporated herein and shall become part of any resulting Contract.

4.2 INVOICES

Vendor shall invoice the Purchasing Agency. The standard format for invoicing shall be Single Invoices meaning that the Vendor shall provide the Purchasing Agency with an invoice for each order. Invoices shall include detailed information to allow Purchasing Agency to verify pricing at point of receipt matches the correct price from the original date of order. The following fields shall be included on all invoices, as relevant:

Vendor's Billing Address, Customer Account Number, NC Contract Number, Order Date, Buyer's Order Number, Item Descriptions, Price, Quantity, and Unit of Measure.

INVOICES MAY NOT BE PAID UNTIL AN INSPECTION HAS OCCURRED AND THE GOODS OR SERVICES ACCEPTED.

4.3 FINANCIAL STABILITY

As a condition of contract award, the Vendor must certify that it has the financial capacity to perform and to continue to perform its obligations under the Contract; that Vendor has no constructive or actual knowledge of an actual or potential legal proceeding being brought against Vendor that could materially adversely affect performance of this Contract; and that entering into this Contract is not prohibited by any contract, or order by any court of competent jurisdiction.

Each Vendor shall certify it is financially stable by completing **ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION**. The State is requiring this certification to minimize potential issues from contracting with a Vendor that is financially unstable. From the date of the Certification to the expiration of the Contract, the Vendor shall notify the State within thirty (30) days of any occurrence or condition that materially alters the truth of any statement made in this Certification. The Contract Manager may require annual recertification of the Vendor's financial stability.

4.4 HUB PARTICIPATION

Pursuant to North Carolina General Statute G.S. 143-48, it is State policy to encourage and promote the use of small, minority, physically handicapped, and women contractors in purchasing Goods and Services. As such, this RFP will serve to identify those Vendors that are minority owned or have a strategic plan to support the State's Historically Underutilized Business program by meeting or exceeding the goal of 10% utilization of diverse firms as 1st or 2nd tier subcontractors. Vendor shall complete **ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION**.

4.5 VENDOR EXPERIENCE

In its Proposal, Vendor shall demonstrate experience with public and/or private sector clients with similar or greater size and complexity to the State, using **ATTACHMENT L: VENDOR EXPERIENCE**. Vendor shall provide information as to the qualifications and experience of all executive, managerial, legal, and professional personnel to be assigned to this project, including resumes citing experience with similar projects and the responsibilities to be assigned to each person.

4.6 REFERENCES

Vendor shall provide at least three (3) references, using **ATTACHMENT E: CUSTOMER REFERENCE FORM**, for which it has provided Services of similar size and scope to those proposed herein. The State shall contact these users to determine whether the Services provided are substantially similar in scope to those proposed herein and whether Vendor's performance has been satisfactory. The information obtained shall be considered in the evaluation of the Proposal.

4.7 BACKGROUND CHECKS

Vendor and its personnel are required to provide or undergo background checks at Vendor's expense prior to beginning work with the State. As part of Vendor background, the following details must be provided to the State:

a) Any **criminal felony conviction,** or conviction of any crime involving moral turpitude, including, but not limited to fraud, misappropriation, or deception, by Vendor, its officers or directors, or any of its employees or other personnel to provide Services on this project, of which Vendor has knowledge, or provide a statement that Vendor is aware of none;

b) Any **criminal investigation** for any offense involving moral turpitude, including, but not limited to fraud, misappropriation, falsification, or deception pending against Vendor of which it has knowledge, or provide a statement Vendor is aware of none;

c) Any **regulatory sanctions** levied against Vendor or any of its officers, directors or its professional employees expected to provide Services on this project by any state or federal regulatory agencies within the past three years or a statement that there are none. As used herein, the term "regulatory sanctions" includes the revocation or suspension of any license or certification, the levying of any monetary penalties or fines, and the issuance of any written warnings;

d) Any **regulatory investigations** pending against Vendor or any of its officers, directors or its professional employees expected to provide Services on this project by any state or federal regulatory agencies of which Vendor has knowledge or a statement that there are none.

e) Any **civil litigation**, arbitration, proceeding, or judgments pending against Vendor during the three (3) years preceding submission of its proposal herein or a statement that there are none.

Vendor's response to these requests shall be considered a continuing representation, and Vendor's failure to notify the State within thirty (30) days of any criminal litigation, investigation or proceeding involving Vendor or its then current officers, directors or persons providing Services under this Contract during its term shall constitute a material breach of contract. The provisions of this paragraph shall also apply to any subcontractor utilized by Vendor to perform Services under this Contract.

4.8 PERSONNEL

Vendor warrants that qualified personnel shall provide Services under this Contract in a professional manner. "Professional manner" means that the personnel performing the Services will possess the skill and competence consistent with the prevailing business standards in the industry. Vendor will serve as the prime contractor under this Contract and shall be responsible for the performance and payment of all subcontractor(s) that may be approved by the State. Names of any third-party Vendors or subcontractors of Vendor may appear for purposes of convenience in Contract documents; and shall not limit Vendor's obligations hereunder. Vendor will retain executive representation for functional and technical expertise as needed in order to incorporate any work by third party subcontractor(s).

Should the Vendor's proposal result in an award, the Vendor shall be required to agree that it will not substitute key personnel assigned to the performance of the Contract without prior written approval by the Contract Lead. Vendor shall further agree that it will notify the Contract Lead of any desired substitution, including the name(s) and references of Vendor's recommended substitute personnel. The State will approve or disapprove the requested substitution in a timely manner. The State may, in its sole discretion, terminate the Services of any person providing Services under this Contract. Upon such termination, the State may request acceptable substitute personnel or terminate the contract Services provided by such personnel.

4.9 VENDOR'S REPRESENTATIONS

If Vendor's Proposal results in an award, Vendor agrees that it will not enter any agreement with a third party that may abridge any rights of the State under the Contract. If any Services, deliverables, functions, or responsibilities not specifically described in this solicitation are required for Vendor's proper performance, provision and delivery of the Service and deliverables under a resulting Contract, or are an inherent part of or necessary sub-task included within such Service, they will be deemed to be implied by and included within the scope of the Contract to the same extent and in the same manner as if specifically described in the Contract. Unless otherwise expressly provided herein, Vendor will furnish all of its own necessary management, supervision, labor, facilities, furniture, computer and telecommunications equipment, software, supplies and materials necessary for the Vendor to provide and deliver the Services and/or other Deliverables.

4.10 VENDOR CERTIFICATIONS

Vendor shall be currently licensed and certified by the Private Protective Services Board of the State of North Carolina to provide armed security guards. Please see the enclosed website for further information: *https://www.ncdps.gov/about-dps/boards-and-commissions/private-protective-services-board/licenses*. All licensures must be maintained for the term of any and all contracts and renewals resulting from this RFP.

With its bid submission, Vendor shall provide evidence of all required licensure and certification. Failure to provide this information shall be sufficient grounds to reject Vendor's bid. (Vendor shall include State of NC, PPSB certification) ATTACHMENT J:

a) Vendor is licensed and certified by the Private Protective Services Board of the State of North Carolina:

YES __________ **NO** _________

b) Vendor has attached evidence of licensure and certification by the Private Protective Services Board of the State of North Carolina.

YES __________ **NO** _________

4.11 AGENCY INSURANCE REQUIREMENTS MODIFICATION

A. Default Insurance Coverage from the General Terms and Conditions applicable to this Solicitation:

☒ Contract value in excess of the Small Purchase threshold, but up to $1,000,000.00

4.12 LOBBYING ACTIVITY CERTIFICATION FOR FEDERAL GRANTS

Federal law prohibits recipients of federal funds, whether through grants, contracts, or cooperative agreements, from using those funds to influence or attempt to influence (lobby) a federal official in connection with obtaining, extending, or modifying any federal contract, grant, loan, or cooperative agreement. Further, federal law requires that applicants for federal funds certify:

- that they abide by the above restriction;
- that they disclose any permissible (non-federal) paid lobbying on the Federal Awards being applied for; and
- that such certification requirements will also be included in any subawards meeting the applicable thresholds.

Vendors must complete and submit with response the **ATTACHMENT H: CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS and the OMB STANDARD FORM LLL** when responding to this solicitation.

5.0 SPECIFICATIONS AND SCOPE OF WORK

5.1 GENERAL

The awarded Vendor shall provide Uniformed Armed Security Officer Services to protect the following location owned by the DAC as stipulated below:

DAC Administration BLDG **Two (2) Officers per 8am-5pm**
2020 Yonkers Rd
Raleigh, North Carolina 27604

The vendor's security responsibilities for the building will primarily include the interior of the building with emphasis on the front door /reception area. The vendor's security responsibilities will also include video monitoring of the parking lot areas, loading dock and exterior door entrances. The vendor's security responsibilities will include reporting any suspicious behavior or activity around the perimeter of the building. Because these buildings house state government officials, the State Capitol Police are the primary law enforcement contact. DAC reserves the right to increase or decrease the hours and quantity of officers based on budget and need.

5.2 STAFFING REQUIREMENTS

Vendor shall meet the following Uniformed Armed Security Officer Service requirements:

A. Provide Uniformed Armed Security Officer that shall: operate from (2) security desks, conduct roving patrols, verify identification of personnel entering the facility, identification, answer telephones and forward calls to local numbers, respond to alarm system alerts, inspect vehicles, operate security equipment and be available for other additional duties as assigned. Contractor Security Officer must be able to deter, detect, and detain, by use of necessary force, trespassers or persons who illegally gain or attempt to gain access to the facility. Additionally, contractor Security Officer shall be able to detect and detain persons suspected of committing other offenses such as improper transport of drugs, explosive materials, weapons, and any other skills that are inherent to performance of the tasks of this RFP. Such personnel will be detained until contractor security officer is able to turn them over to law enforcement authorities. Contractor shall provide all equipment not otherwise furnished by the Government necessary to safely perform all task requirements set forth in this RFP.

B. Ensure that the Security Officers are competent, trustworthy, and present for all duty hours at the location designated by the State.

C. Security Officers shall be required to have Identification Badge prior to starting work. Access Badge Cards will be provided by DAC.

D. Designate representatives to provide direct oversight of the Security Officers. Designated representatives shall be available at all times to report to and confer with agents of the State, regarding Vendor’s services. Vendor shall ensure any changes (i.e. personnel, schedule, etc.) do not impact the requirement to provide services on a basic annual schedule.

E. Ensure that daily time sheets and invoices are mailed or delivered to offices as directed by the State. Such invoices are payable to Vendor by the State, on or before the 30th day of the month following services. Administrative requirements associated with daily time sheets must not adversely impact the required security personnel.

F. Vendor shall provide a Contract Administrator (in Section 6.0), available 24 hours a day, 365 days a year, to oversee Vendor’s Contract performance, which shall include but not be limited to general information, scheduling, complaints, etc.

G. Ensure that background investigation reports are completed within the last three months on all Security Officers used for this Contract and documentation provided to DAC as prior to reporting to duty. The background investigation shall meet at a minimum, the Private Protective Services standards which include:

   i. Police records check from local police department and county sheriff’s department.
   ii. National Crime Information Center records check.
   iii. Federal Bureau of Investigation fingerprint check.
   iv. Check all references provided by the Security Officers.

H. Vendor shall furnish uniforms to the Security Officers. Uniforms shall be neat, clean and pressed at all times.

I. Vendor shall ensure that all Security Officers meet the following minimum standards:
   i. Be at least 21 years of age.
   ii. Be a citizen of the United States.
   iii. Have a valid North Carolina driver's license.
   iv. Have a valid Private Protective Services security registration.
   v. Officers shall be trained in Federal and State (NC) fraudulent ID recognition.
   vi. Must be licensed to possess and carry a pistol of 9mm or higher, while performing duties
   vii. Speak English effectively.
   viii. Be of good moral character and temperate habits. Any of the following within the last five (5) years shall be prima facie evidence that the Officers do not have good moral character or temperate habits:
      a) Conviction by a local, state, federal, or military court of any crime involving the illegal use, carrying or possession of firearms.
      b) Conviction of any crime involving illegal use, possession, sale, manufacture, distribution, or transportation of a controlled substance, drug, narcotic, or alcoholic beverage.
      c) Conviction of a crime involving felonious assault or an act of violence.
      d) Conviction of any crime involving unlawful breaking and/or entering or burglary. **NOTE:** For the purposes of (c) and (d) above, "conviction" means and includes the entry of a plea of guilty, plea of no contest or a verdict of guilty.
      e) Any felony conviction.
      f) A history of addiction to alcohol or narcotic drug use.
      g) Declaration by a court of competent jurisdiction of being incompetent by reason of mental disease or defect, voluntary commitment of himself/herself to an institution for treatment of mental disease or defect, or involuntarily commitment to an institution of mental disease or defect by a district court judge.
      h) All Security Officers shall have their I-9 Employment Eligibility Verification verified through the Federal E-Verify System.

J. Vendor shall require all Security Officers to pass the Physical Agility Test prior to employment consisting of the following requirements:
   i. 9 (female) and 21 (male) pushups within two minutes (2:00).
   ii. One and one half (1 ½) mile run within seventeen minutes and thirty seconds (17:30).
   iii. Vendor shall provide Physical Agility Test results as requested.

K. Vendor shall ensure Security Officers meet the following personal appearance requirements:
   i. Hair must be neat and clean at all times. It shall not cover any part of the ear or shirt collar, and it should appear neat when a hat is worn.
   ii. Mustaches, when worn, shall be clean and neatly trimmed.
   iii. General appearance shall be clean and neat at all times when on duty.
   iv. Shall be drug/alcohol free when scheduled to report for duty.
   v. Tattoos must be respectable or concealed.

L. Vendor shall meet the following scheduling requirements:
   i. Vendor must furnish Security Officers in accordance with the schedule and staffing criteria as described in 5.0 Scope of Work Section 5.1 Staffing above**.**
   ii. Vendor shall ensure emergency scheduling due to illness or unforeseen circumstances. Vendor shall be able to furnish one (1) qualified Security Officer within one and a half (1 ½) hours from the time of notification.
   iii. Replacement: Should a Security Officer be deemed unacceptable upon reporting for duty, Vendor shall provide an acceptable Security Officer within one (1) hour from time of notification.

M. Vendor shall ensure Security Officers detailed to perform security services under this Contract shall be supplied, trained and qualified with their assigned weapon as well as handcuffs, ballistic body armor level III, collapsible baton, personal chemical protective spray (commonly known as "pepper spray") and unarmed restraining techniques.

N. Each Security Officers shall receive, at a minimum, semi-annual refresher training related to their assigned post.

O. No Security Officers shall be permitted to perform armed security duties within eight (8) hours of consuming alcohol or other impairing substance or showing any signs of residual effects.

P. Should it become necessary for an employee of DAC to perform security duties, due to the delinquency or release of an assigned Security Officer(s), it shall be the responsibility of Vendor to compensate the DAC employee at one and one half the normal rate of pay for that Officer, for the period the DAC employee augments the security forces.

Q. Vendor and each of its employees must be registered with the Private Protective Services Board in order to provide security services in the State of North Carolina. The DAC reserves the right to deny individuals to work at any DAC location.

5.3 SCOPE OF POST ORDERS

A. The Officers shall provide uniform armed security coverage of 8 hours per day, 8:00 a.m. to 5:00 p.m., Monday through Friday excluding 1 hour for lunch break and excluding State Holidays for the Department of Adult Correction Administrative Building and site. The Officer shall provide security surveillance for inside the building, primarily at Access Control Point (ACP) #1, the front door entrance (door #1) and monitoring of video cameras which monitor the parking lot areas, exterior doors and loading dock. The security officer shall take all steps necessary to safeguard all property (real and personal) from loss, damage, destruction, or unauthorized entry.

B. Two Officers will be assigned on a regular basis under this contract, with backup officers available in case of the absence of the regularly assigned officer. This is due to the necessity for training to familiarize the officers with the building systems, DAC policies to be followed, and protocol for working in an environment where inmates are present.

C. Except during tours of the complex (minimum of 3 daily) and tours of the parking lot (minimum of 2 daily) or as otherwise specified in the post-orders, the security officer shall remain at his/her assigned workstation.

D. The vendor shall provide and furnish to the security officers with a cellular telephone or other means of communication to enable the security officer to contact the State Capitol Police headquarters and/or Raleigh City Police in the event of failure of the regular telephone service due to an emergency.

E. The security officers shall be responsible for requiring all visitors to the building to sign in and out and shall maintain these log sheets on file at the front desk for no less than one (1) year. The security officers shall record any incidents that may occur on a daily log, sign, and date the log and deliver it to the DAC Facility Manager the next business morning.

F. The security officers will be responsible for relief operation of the building switchboard (located at the officer's post) in the absence of the Front Desk Receptionist. This is anticipated to occur only when the shift starts and ends, and for lunch and break periods.

G. The security officers will serve as the Emergency/Evacuation Coordinator for the building. As such, the security officer will be the contact person for emergency situations in accordance with DAC policy and will coordinate emergency/evacuation activities with the DAC Facility Manager.

H. The security officers shall immediately report any unusual occurrences (fires, trespassing, etc.) at this facility and activate appropriate emergency response procedures as required. For occurrences which can be prudently classified as "emergency," the Department shall prepare and furnish to the contractor an Emergency Contact List. The security officer shall promptly report suspicious activity and/or behavior/disturbances that cannot be controlled to the State Capitol Police, or the Raleigh City Police dispatcher for secondary response, and to the Emergency Contact previously designated by the Department. The contractor shall submit a written report to the Department of any unusual occurrence, suspicious activity and/or behavior/disturbances within 24 hours of the occurrence.

I. The security officers will be responsible for securing the building when the officer's shift ends each day

6.0 CONTRACT ADMINISTRATION

All Contract Administration requirements are conditioned on an award resulting from this solicitation. This information is provided for the Vendor’s planning purposes.

Department of Adult Correction Contacts:

Interim Building Manager - Bradley Bell - bradley.bell@dac.nc.gov - 919-614-9257

Contract Administrator: John Poucher – DAC Contract Specialist II

6.1 CONTRACT MANAGER

The Vendor shall be required to designate and make available to the State a project manager. The project manager shall be the State's point of contact for Contract related issues and issues concerning performance, progress review, scheduling, and service.

Contract Manager
Name:
Office Phone #:
Mobile Phone #:
E-Mail:

6.2 MONTHLY MEETING AND PERFORMANCE STANDARDS

Vendor shall conduct on-site supervisory visits no less frequently than once monthly, during normal operating hours of the facility. During this visit Vendor's Contract Administrator shall meet with the DAC Facility Manager, or designee, to review Contract performance.

In the event Vendor fails to meet the applicable performance standards for the Contract, it will be given notice of the failure and an opportunity to cure the defective performance by submitting a corrective action plan, which shall be due by no later than fifteen (15) calendar days after the notice is given, unless specified otherwise by DAC. The corrective action plan must describe remediation and preventive/curative action that will be taken by Vendor to prevent future non-compliance. If the performance issue(s) is not cured within thirty (30) calendar days after receipt of the corrective action plan by DAC, DAC reserves all termination rights as enumerated in the Terms and Conditions.

6.3 CONTINUOUS IMPROVEMENT

The State encourages the Vendor to identify opportunities to reduce the total cost the State. A continuous improvement effort consists of various ways to enhance business efficiencies as performance progresses.

6.4 TRANSITION ASSISTANCE

If a Contract results from this solicitation, and the Contract is not renewed at the end of the last active term, or is canceled prior to its expiration, for any reason, Vendor shall provide transition assistance to the State, at the option of the State, for up to six (6) months to allow for the expired or canceled portion of the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Services to the State or its designees. If the State exercises this option, the Parties agree that such transition assistance shall be governed by the terms and conditions of the Contract (notwithstanding this expiration or cancellation), except for those Contract terms or conditions that do not reasonably apply to such transition assistance. The State shall agree to pay Vendor for any resources utilized in performing such transition assistance at the most current rates provided by the Contract for performance of the Services or other resources utilized.

6.5 DISPUTE RESOLUTION

During the performance of the Contract, the parties agree that it is in their mutual interest to resolve disputes informally. Any claims by the Vendor shall be submitted in writing to the State's Contract Manager for resolution. Any claims by the State shall be submitted in writing to the Vendor's Project Manager for resolution. The Parties shall agree to negotiate in good faith and use all reasonable efforts to resolve such dispute(s).

During the time the Parties are attempting to resolve any dispute, each shall proceed diligently to perform their respective duties and responsibilities under this Contract. The Parties will agree on a reasonable amount of time to resolve a dispute. If a dispute cannot be resolved between the Parties within the agreed upon period, either Party may elect to exercise any other remedies available under the Contract, or at law. This provision, when agreed in the Contract, shall not constitute an agreement by either party to mediate or arbitrate any dispute.

6.6 CONTRACT CHANGES

Contract changes, if any, over the life of the Contract shall be implemented by contract amendments agreed to in writing by the State and Vendor. Amendments to the contract can only be through the contract administrator.

6.7 DAC ADDITIONAL TERMS

1. **ALCOHOL/DRUG FREE WORK PLACE POLICY:** A copy of the Department's Alcohol/Drug Free Work Place Policy is attached to this solicitation. The contractor shall use reasonable and good faith efforts to ensure that employees/staff are aware of the Department's policy. The contractor understands that its employees/staff are required to abide by these standards. The contractor further understands that possession, use, manufacture, or distribution of illegal drugs or alcohol in violation of this policy, by employees/staff participating in the performance of this contract, may result in immediate termination of this contract for cause.

2. **PREA:** The NC Department of Adult Correction is committed to a standard of zero-tolerance pertaining to unduly familiar or sexually abusive behavior either by another juvenile or by staff, volunteer, vendor, contractor or party. Staff, volunteers, vendors, contractors or parties are strictly prohibited from engaging in personal dealings or any conduct of a sexual nature with any inmate or juvenile. Conversation and conduct with any inmate or juvenile must be professional at all times. Sexual acts between a juvenile or inmate and staff, volunteer, vendor, contractor or party may violate North Carolina law. Additionally, sexual acts between a juvenile or inmate and staff member will contradict the standards of the federal Prison Rape Elimination Act of 2003 (PREA). Such acts also may be punishable, at a minimum, as a Class E felony in North Carolina. Under North Carolina, consent of the inmate or juvenile may not be available as a defense for an individual who is charged criminally based on sexual conduct with the inmate or juvenile. Also, pursuant to PREA standards, no juvenile or inmate can consent to engage in sexual activity with staff, volunteers, vendors, contractors or parties. Any contractual facility will comply with the national standards to prevent, detect, and respond to PREA (115.12, 212, 312) and permit the Department to monitor this aspect of the contract to ensure compliance with the PREA standards.
   As a valued partner with DAC, it is important to remember that if you become aware of a report of any incidents of unduly familiar or sexually abusive behavior or sexual harassment, you have a duty to report this information immediately to your contact person with the Agency, by email to prea@dac.nc.gov, or the DAC PREA office at (919) 825-2754.

   Additionally, it may violate North Carolina law to sell or give an inmate or juvenile any alcoholic beverages, barbiturate or stimulant drug, or any narcotic, poison or poisonous substance, except upon the prescription of a physician; and it may violate North Carolina law to give an inmate or juvenile any tobacco or tobacco products, alcohol, or cell phones. It may also violate NCDAC policy to convey to or take from any juvenile or inmate any letters, or verbal messages; to convey any weapon or instrument by which to effect an escape, or that will aid in an assault or insurrection; to trade with any inmate for clothing or stolen goods or to sell any inmate any article forbidden by NCDAC policy.

   By signing this document, you acknowledge that you understand and will abide by this policy as outlined above.

6.8 ATTACHMENTS

All attachments to this RFP are incorporated herein and shall be submitted by responding in the Sourcing Tool. These attachments can be found at the following Vendor Forms link for reference purposes only:
https://ncadmin.nc.gov/documents/vendor-forms

ATTACHMENT A: COST PROPOSALS

FURNISH AND DELIVER:

POSITION	Hours	Number of Officers	Minimum Hourly Position Pay Rate	Hourly Billed Rate	Yearly Total Cost (Hours X Hourly Billed Rate) times Two (2)
Security Officers	2080/Year	Two (2)	$______________	$_______________	$_____________________________

Prior Bid Number: __19-RFP-306995339-PJW__
Prior Awarded Vendor: _Condor Security of America, Inc._
Prior Award Hourly Billed Rate: _$33.35_

ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION

Solicitation #: ______________________________

Vendor Name:_________________________________

Historically Underutilized Businesses (HUBs) consist of minority, women, and disabled business firms that are at least fifty-one percent owned and operated by an individual(s) from one of these categories. Also included in this category are disabled business enterprises and non-profit work centers for the blind and severely disabled.

Pursuant to G.S. 143B-1361(a), 143-48 and 143-128.4, the State invites and encourages participation in this procurement process by businesses owned by minorities, women, the disable, disabled business enterprises, and non-profit work centers for the blind and severely disabled. This includes utilizing individual(s) from these categories as subcontractors to perform the functions required in this Solicitation.

The Vendor shall respond to questions below, as applicable.

PART I: HUB CERTIFICATION

Is Vendor a NC-certified HUB entity? ***Yes*** ☐ ***No*** ☐

If **yes**, provide Vendor #: _________________________________

If **no**, does Vendor qualify for certification as HUB? **Yes** ☐ **No** ☐

Vendors that check “yes” will be referred to the HUB Office for assistance in acquiring certification.

PART II: PROCUREMENT OF GOODS - SUPPLIERS

For *Goods* procurements, are you using Tier 2 suppliers? **Yes** ☐ **No** ☐

If ***yes***, then provide the following information:

Company Name	Company Address	Website Address	Contact Name	Contact Email	Contact Phone	NC HUB certified?	Percent of total bid price

PART III: PROCUREMENT OF SERVICES - SUBCONTRACTORS

For *Services* procurements, are you using Subcontractors to perform any of the services being procured under this solicitation? ☐ Yes ☐ No

If *yes*, then provide the following information:

Company Name	Company Address	Website Address	Contact Name	Contact Email	Contact Phone	NC HUB certified?	Percent of total bid price

Need more information?

Questions concerning the completion of this form should be presented during the Q&A period through the process defined in the Solicitation document.

Questions concerning NC HUB certification, contact the **North Carolina Office of Historically Underutilized Businesses** at 984-236-0130 or huboffice.doa@doa.nc.gov

ATTACHMENT E: CUSTOMER REFERENCE FORM

Instructions: Vendor shall demonstrate its experience with public and/or private sector clients of similar or greater size and complexity to the requirements in this RFP with its narrative proposal response. Vendor shall provide three (3) customers, within the past three (3) years, in the spaces provided below. The State shall contact these users to determine if the services provided are substantially similar in scope to those proposed herein and if Vendor's performance has been satisfactory. The information obtained shall be considered in the evaluation of the proposal.

Name of Customer organization		**Customer Reference Name**	
		Customer Reference Address	
Contract Start Date		**Customer Reference Phone Number**	
Contract End Date		**Customer Reference Email**	
Describe the quantity and type of Services provided by your company to the customer.			
Describe any service level agreements your company had in place with this customer, how your company performed against these service level agreements during the term of the contract, and describe any issues that came up during the contract period and how they were resolved.			

Name of Customer organization		**Customer Reference Name**	
		Customer Reference Address	
Contract Start Date		**Customer Reference Phone Number**	
Contract End Date		**Customer Reference Email**	
Describe the quantity and type of Services provided by your company to the customer.			
Describe any service level agreements your company had in place with this customer, how your company performed against these service level agreements during the term of the contract, and describe any issues that came up during the contract period and how they were resolved.			

Name of Customer organization		**Customer Reference Name**	
		Customer Reference Address	
Contract Start Date		**Customer Reference Phone Number**	
Contract End Date		**Customer Reference Email**	
Describe the quantity and type of Services provided by your company to the customer.			
Describe any service level agreements your company had in place with this customer, how your company performed against these service level agreements during the term of the contract, and describe any issues that came up during the contract period and how they were resolved.			

ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR

Solicitation #: ______________________________

Vendor Name: ______________________________

In accordance with NC General Statute G.S. 143-59.4, Vendor shall detail the location(s) at which performance will occur, as well as the manner in which it intends to utilize resources or workers outside of the United States in the performance of The Contract.

Vendor shall complete items 1 and 2 below.

1. Will any work under this Contract be performed outside of the United States? YES ☐ NO ☐

If "YES":

a) List the location(s) outside of the United States where work under the Contract will be performed by the Vendor, any subcontractors, employees, or any other persons performing work under the Contract.

b) Specify the manner in which the resources or workers will be utilized:

2. Where within the United States will work be performed?

NOTES:

1. The State will evaluate the additional risks, costs, and other factors associated with the utilization of workers outside of the United States prior to making an award.

2. Vendor shall provide notice in writing to the State of the relocation of the Vendor, employees of the Vendor, subcontractors of the Vendor, or other persons performing services under the Contract to a location outside of the United States.

3. All Vendor or subcontractor personnel providing call or contact center services to the State of North Carolina under the Contract **shall disclose** to inbound callers the location from which the call or contact center services are being provided.

ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION

Solicitation #: ______________________________________

Name of Vendor: ____________________________________

The undersigned hereby certifies that: [check all applicable boxes]

☐ The Vendor is in sound financial condition and, if applicable, has received an unqualified audit opinion for the latest audit of its financial statements.

Date of latest audit: ______________________ (If no audit within past 18 months, explain reason below)

☐ The Vendor has no outstanding liabilities, including tax and judgment liens, to the Internal Revenue Service or any other government entity.

☐ The Vendor is current on all amounts due for payments of federal and state taxes and required employment-related contributions and withholdings.

☐ The Vendor is not the subject of any current litigation or findings of noncompliance under federal or state law.

☐ The Vendor has not been the subject of any past or current litigation, findings in any past litigation, or findings of noncompliance under federal or state law that may impact in any way its ability to fulfill the requirements of The Contract.

☐ He or she is authorized to make the foregoing statements on behalf of the Vendor.

Note: This shall constitute a continuing certification and Vendor shall notify the Contract Lead within 30 days of any material change to any of the representations made herein.

— If any one or more of the foregoing boxes is NOT checked, Vendor shall explain the reason(s) in the space below. Failure to include an explanation may result in Vendor being deemed non-responsive and its submission rejected in its entirety.

____

Signature Date

____

Printed Name Title

[This Certification must be signed by an individual authorized to speak for the Vendor]

ATTACHMENT H: CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, & COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LL L, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subContracts, subgrants, and Contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Vendor,_____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Vendor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

____

Signature of Vendor's Authorized Official

____

Name and Title of Vendor's Authorized Official

____

Date

ATTACHMENT I: ALCOHOL/DRUG-FREE WORKPLACE POLICY

POLICY

It is the policy of the Department of Adult Correction to provide a work environment free of alcohol and drugs in order to ensure the safety and well-being of employees, correctional clientele, and the general public. All employees of the Department of Adult Correction, including permanent full-time, trainee, and permanent part-time, permanent hourly, probationary, and temporary shall abide by this policy.

PURPOSE

This document is intended to advise managers and employees of the guidelines of an alcohol/drug free workplace, and to set out the penalties for violation(s) of the guidelines.

PROCEDURES/OPERATIONAL GUIDELINES

All employees of the Department of Adult Correction are expected to be physically and mentally prepared and able to perform their assigned duties throughout the workday. No employee shall report to the work site impaired by or suffering from the effects of drugs or alcohol.

Individuals reporting for work under the influence or the effects of alcohol and/or drugs shall be issued discipline, up to and including dismissal, consistent with the policy governing personal conduct.

No employee shall manufacture, distribute, or dispense controlled substances (drugs/alcohol) at the work site or away from the work site. No employee shall use “across the counter” medication to the point of impairment while at the work site, or in any situation which may bring discredit to the Department. Use or abuse shall be viewed as personal misconduct and shall be cause for immediate disciplinary action up to and including dismissal.

Possession of an illegal substance in any situation, at work or away from the work site shall be cause for discipline. Possession of controlled substances, i.e. Prescription medication or alcohol, must be in compliance with existing laws. Violations will result in discipline up to and including dismissal based on personal misconduct.

Employees who are arrested, detained, or served a warrant for any alcohol/drug related incident, at the work site or away from the work site have 24 hours to file a written report of the situation with the work unit supervisor/manager, i.e. Warden, Superintendent, Branch Manager. The work unit supervisor/manager shall make a recommendation for appropriate disciplinary action based on the facts of the case after conducting a thorough investigation.

If sufficient facts cannot be obtained due to pending litigation, the work unit supervisor/manager shall request, in writing, that any recommendation for disciplinary action be delayed until the court has disposed of the matter. Once the legal proceedings have been completed, the employee shall furnish a certified copy of the court disposition within 48 hours of the judgment. The recommendation for discipline shall be made at this time, if not previously addressed.

Any conviction of a drug or alcohol related offense, which occurred at the work site, shall be reported to the federal government by the Personnel Office; therefore, such offenses shall be reported to the Personnel Office by the appropriate manager so that the Personnel Office may comply with the requirement.

The Department of Adult Correction utilizes the State Employee Assistance Program (EAP) administered through the Office of State Personnel. The EAP provides employees with a comprehensive referral service to aid in coping with or overcoming personal problems, including drug and alcohol problems. Consultants with the State EAP will provide managerial/supervisory training and coordinate employee orientation.

ATTACHMENT J: VENDOR NARRATIVE OF OFFICER COMPENSATION STRUCTURE

(Include in Vendor Response)

Compensation Structure – Evaluate to ensure that MINIMUM HOURLY POSITION AND BENEFITS PAY RATE falls within or above the first (1^{st}) quartile of the State of NC Salary Schedule grade GN-7 for security officers. It will be very important to list all your benefits for the compensation structure and not just salary. Vendor shall include a narrative of compensation structure

ATTACHMENT K: PROOF OF LICENSURE AND CERTIFICATION BY PRIVATE PROTECTION SERVICES BOARD OF THE STATE OF NORTH CAROLINA

(Include in Vendor Response)

ATTACHMENT L: VENDOR EXPERIENCE

(Include in Vendor Response)