



# **STATE OF NORTH CAROLINA**

**Department of Transportation**

**Request for Proposal #: 54-RJR-04252024**

**Security Services**

**Date of Issue: June 25, 2024**

**Proposal Opening Date: July 23, 2024, At 2:00 PM ET**

**Direct all inquiries concerning this RFP to:**

**Richard Reber**

**Contract Specialist II**

Email: [rjreber@ncdot.gov](mailto:rjreber@ncdot.gov)

Phone: 919-707-2633



## STATE OF NORTH CAROLINA

### Request for Proposal #

**54-RJR-04252024**

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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.**

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Vendor Name

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Vendor eVP#

**Note:** For a contract to be awarded to you, 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>

*Sealed, mailed responses ONLY will be accepted for this solicitation.*

## STATE OF NORTH CAROLINA Department of Transportation

Refer <u>ALL</u> Inquiries regarding this RFP to: Richard Reber, Contract Specialist II, <a href="mailto:rjreber@ncdot.gov">rjreber@ncdot.gov</a>	Request for Proposal #: 54-RJR-04252024
	Proposals will be publicly opened: July 25, 2024 @2:00 PM EST
Using Agency: NCDOT	Commodity No. and Description: 921215 Guard services
Requisition No.: N/A	

**EXECUTION**

In compliance with this Request for Proposal (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 Proposal, 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.

As required by Executive Order 24 (2017), the undersigned vendor certifies will comply with all Federal and State requirements concerning fair employment and that it does not and will not discriminate, harass, or retaliate against any employee in connection with performance of any Contract arising from this solicitation.

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 Proposal, Vendor certifies that it has read and agreed to the **INSTRUCTION TO VENDORS** and the **NORTH CAROLINA GENERAL TERMS AND CONDITIONS incorporated herein**. These documents can be accessed from the ATTACHMENTS page within this document.

**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:

Proposal Number: 54-RJR-04252024

Vendor: \_\_\_\_\_

**VALIDITY PERIOD**

Offer shall be valid for at least one hundred eighty (180) days from date of Proposal opening, unless otherwise stated here: \_\_\_\_\_ days, or if extended by mutual agreement of the parties in writing. Any withdrawal of this offer shall be made in writing, effective upon receipt by the agency issuing this RFP.

**ACCEPTANCE OF PROPOSALS**

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\_\_\_\_,

by \_\_\_\_\_.

**(Authorized Representative of Department of Transportation)**

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## 1.0 PURPOSE AND BACKGROUND

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The intent of this Request for Proposal (RFP) is to award an Agency Specific Term Contract to qualified Vendor(s) to provide Unarmed Uniformed Security and Services. The Vendor shall provide reasonable labor, equipment, vehicles, and the necessary supervision to ensure their employees are in full compliance with North Carolina Department of Transportation' Physical Security policies, procedures, post orders, training, and qualification program.

NCDOT Physical Security is responsible for monitoring over three hundred (300) buildings throughout NCDOT. The monitoring responsibilities include access control features, surveillance monitoring, assessing, responding to duress, and responding to burglar alarms. NCDOT currently has twenty-four (24) hour operations at the Rocky Mount DMV Headquarters, Century Center Complex, and the Transportation Building where the Security Operations Center is located. In addition, NCDOT has security positions at the Greenfield Parkway Office in Garner, as well as armed sworn officers and security officers at five (5) of the DMV offices. NCDOT uses a hybrid service model that includes NC State Capitol Security Coordinators, Security Guard Company guards, and officers.

### 1.1 CONTRACT TERM

The Contract shall have an initial term of three (3) years, beginning on the date of final Contract execution (the "Effective Date") The Vendor shall begin work under the Contract within thirty (30) business days of the Effective Date. In addition, and with the Vendor's concurrence, the State reserves the right to extend the Contract after the last active term.

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

## 2.0 GENERAL INFORMATION

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### 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: 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/>.

### 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 or issues regarding any 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 of specific provisions of the Contract that have been addressed during the question-and-answer period, prior to contract award.

Other than through the process of 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).

**The State may exercise its discretion to consider Vendor proposed modifications. 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 unless expressly agreed upon during negotiations and incorporated by way of a Best and Final Offer (BAFO). Noncompliance with, or any attempt to alter or delete, this paragraph shall constitute sufficient grounds to reject Vendor's Proposal as nonresponsive.

## 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	June 25, 2024
urged and cautioned pre-proposal conference	State	July 2, 2024 @ 10:00 AM ET
Submit Written Questions	Vendor	July 10, 2024, by 4:00 PM ET
Provide Response to Questions	State	July 15, 2024, by 4:00 PM ET
Submit Proposals	Vendor	July 23, 2024, by 2:00 PM ET

## 2.5 URGED AND CAUTIONED PRE-PROPOSAL CONFERENCE

Date: 07/02/2024  
 Time: 10:00 AM ET  
 Location: 1 South Wilmington Street,  
 Auditorium 1<sup>st</sup> floor  
 Raleigh, North Carolina 27699-1510  
 Contact #: 919-707-2633

Instructions: Vendor representatives are URGED and CAUTIONED to visit the site and apprise themselves of the conditions and requirements which will affect the performance of the work called for by this RFP. A non-mandatory pre-Proposal conference is scheduled for this RFP. Submission of a Proposal shall constitute sufficient evidence of this compliance and no allowance will be made for unreported conditions which a prudent Vendor would recognize as affecting the performance of the work called for in this RFP.

Vendor is cautioned that any information released to attendees during the pre-Proposal conference, 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.

Written questions shall be emailed to [rjreber@ncdot.gov](mailto:rjreber@ncdot.gov) by the date and time specified above. Vendors should enter "**RFP #54-RJR-04252024: Questions**" as the subject for the email. Question submittals should include a reference to the applicable RFP section and be submitted in the format shown below:

Reference	Vendor Question
RFP Section, Page Number	Vendor question ...?

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 form of an addendum to the *electronic Vendor Portal (eVP)*, <https://evp.nc.gov>, 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.** Late Proposals, regardless of cause, will not be opened or considered, and will be automatically disqualified from further consideration. Vendor shall bear the sole 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. The time and date of receipt will be marked on each Proposal when received. Any Proposal or portion thereof received after the Proposal deadline will be rejected.

Mailing address for delivery of Proposal via US Postal Service	Office Address of delivery by any other method (special delivery, overnight, or any other carrier. I.e., FedEx, UPS).
<b>PROPOSAL NUMBER: 54-RJR- 20231220</b> Attn: Richard Reber North Carolina Department of Transportation Purchasing Section, Room 334 1510 Mail Service Center Raleigh, NC 27699-1510	<b>PROPOSAL NUMBER: 54-RJR- 20231220</b> Attn: Richard Reber North Carolina Department of Transportation Purchasing Section, Room 334B 1 South Wilmington St., Raleigh, NC 27601

**CAUTION:** For Proposals submitted via U.S. mail, please note that the U.S. Postal Service generally does not deliver mail to a specified street address but to the State's Mail Service Center. Vendors are cautioned that Proposals sent via U.S. Mail, including Express Mail, may not be delivered by the Mail Service Center to the agency's purchasing office on the due date in time to meet the Proposal deadline. All Vendors are urged to take the possibility of delay into account when submitting Proposals by U.S. Postal Service, courier, or other delivery service. **Attempts to submit a Proposal via facsimile (FAX) machine, telephone, or email in response to this RFP shall NOT be accepted.**

- Submit a **signed, original executed** Proposal response, three (3) photocopies, one (1) un-redacted copy on a flash drive/thumb drive and, if required, one (1) redacted (Proprietary and Confidential Information Excluded) copy on a flash drive of your Proposal simultaneously to the address identified in the table above.
- Submit your Proposal in a sealed package. Clearly mark each package with: (1) Vendor name; (2) the RFP number; and (3) the due date. Address the package(s) for delivery as shown in the table above. If Vendor is submitting more than one (1) Proposal, each Proposal shall be submitted in separate sealed envelopes and marked accordingly. For delivery purposes, separate sealed envelopes from a single Vendor may be included in the same outer package. Proposals are subject to rejection unless submitted with the information above included on the outside of the sealed Proposal package.
- Copies of Proposal files must be provided on separate read-only CD's, DVD's or flash drives. File contents **shall NOT** be password protected but shall be in .PDF or .XLS format and shall be capable of being copied to other sources.
- Proprietary and Confidential information may include trade secrets defined by N.C. Gen. Stat. § 66-152 and other information exempted from the Public Records Act pursuant to N.C. Gen. Stat. §132- 1.2. Vendor may designate information, Products, Services, or appropriate portions of its response as confidential, consistent with and to the extent permitted under the statutes and rules set forth above. By so redacting any page, or portion of a page, the Vendor warrants that it has formed a good faith opinion, having received such necessary or proper review by counsel and other knowledgeable advisors, that the portions determined to be confidential and proprietary and redacted as such, meet the requirements of the Rules and Statutes set forth above. However, under no circumstances shall price information be designated as confidential.

If the Vendor does not provide a redacted version of the Proposal with its Proposal submission, the Department may release an unredacted version if a record request is received.

## 2.8 PROPOSAL CONTENTS

Vendors shall populate all attachments of this RFP that require the Vendor to provide information and include an authorized signature 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 RFP responses shall include the following items and attachments, which shall be arranged in the following order:

- 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 Response addressing all Specifications and Requirements of this RFP including **(Sections 4.4, 4.9, and 4.10)**
- d) Completed version of ATTACHMENT A: PRICING FORM
- e) Completed version of ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION
- f) Completed version of ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR
- g) Completed and signed version of ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION

## 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 Proposal 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 **#54-RJR- 20231220** [for 'name of Vendor']". Each Proposal must be for a specific set of Goods and Services and must include specific pricing. If a Vendor chooses to respond with various offerings, each must be offered with a separate price and be contained in a separate Proposal. Each Proposal must be complete and independent of other Proposals offered.

## 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 below which are incorporated herein by this reference.

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

**NCDOT:** North Carolina Department of Transportation

**NCDMV:** North Carolina Division of Motor Vehicles

**PPSB:** Private Protective Services Board

**SECURITY MANAGEMENT:** North Carolina Department of Transportation Security Management or Designee

**SECURITY PERSONNEL:** Security Officers, Security Sergeants, SOC Operators

**SOC:** Security Operating Center

**SOP:** Standard Operating Procedures

**ET:** Eastern Time

## 3.0 METHOD OF AWARD AND PROPOSAL EVALUATION PROCESS

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### 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.

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 Paragraph 29 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 an evaluation of responsive Proposals, as follows:**

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 Proposals from each responding Vendor will be opened publicly and all offers (except those that have been previously withdrawn, or voided Proposals) will be tabulated. The tabulation shall be made public at the time it is created. When negotiations after receipt of Proposals are authorized pursuant to G.S. 143-49 and 01 NCAC 05B.0503, only the names of offerors and the Goods and Services offered shall be tabulated at the time of opening. Cost and price shall become available for public inspection at the time of the award. 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.

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. Prices Proposal cannot be altered or modified as part of a clarification.

Proposals will generally be evaluated, based on completeness, content, cost, and responsibility of the Vendor to supply the requested Goods and Services. Specific evaluation criteria are listed in Section 3.1 METHOD OF AWARD.

Upon completion of the evaluation process, the State will make Award(s) based on the evaluation and post the award(s) to the State's eVP website 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 offers 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.

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

All qualified offers 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/Staff Organization Section 4.4
2. Vendor Questions Section 4.10
3. Price: 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

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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 cost of equipment and communication devices for security personnel, handling, transportation, administrative and other similar fees. Complete ATTACHMENT A: PRICING FORM and include in Vendor's Proposal. The pricing provided in ATTACHMENT A, or resulting from any negotiations, is incorporated herein and shall become part of any resulting Contract.

### 4.2 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.

The 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.

### 4.3 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.

### 4.4 VENDOR EXPERIENCE/STAFF ORGANIZATION

In its response, Vendor shall demonstrate experience with public and/or private sector clients with similar or greater size and complexity to NCDOT. The vendor shall describe the organizational and operational structure of their firm as it relates to the proposed work for NCDOT. Vendor shall also include the following information:

- a) Start Date(s) and **end** date(s) when vendor was responsible for the operations of a client's Security Operating Center.
- b) The specific responsibilities and duties of the SOC Operators.
- c) Information as to the qualifications and experience of all managerial and contract administration personnel to be assigned to this project, including resumes citing experience with similar projects and the responsibilities assigned to each person.
- d) List of any public and/or private sector clients for which it has provided at least twenty (20) uniformed security officers that have performed services of similar size and scope to those proposed herein.

## 4.5 BACKGROUND CHECKS

### 4.5.1 GENERAL INFORMATION

It is the policy of the State to provide a safe environment for State Government employees to work. Due to the Contract requirements, the State requires criminal background checks of awarded Vendors, including but not limited to owners, employees, agents, representatives, subcontractors, and all personnel of their respective companies. All costs and expenses associated with criminal background checks are the responsibility of the Vendor.

The following requirements must be met:

- a) Criminal background checks shall be current and completed within thirty (30) days of the Contract effective date.
- b) The criminal background check shall include a social security verification/check, felonies, misdemeanors, and traffic records covering a minimum of the last seven (7) years for all states and countries where the individual has resided. The criminal background check information shall be first thoroughly reviewed by the Vendor and then sent to the NCDOT Security Management for review and approval. Out of state searches shall be required for persons living in the state of NC for fewer than seven (7) years. Fingerprint background checks may be required in some instances depending on the facility requirements.
- c) A criminal background check on the awarded Vendor and its employees shall be provided by the Vendor prior to Contract effective date. Copies of the original criminal background check shall be sent to the NCDOT Security Management for evaluation. In some cases, badging cannot take place until after the evaluation and approval of the Vendor's criminal checks.
- d) When a new employee or individual is identified to perform Services on this Contract, the Vendor shall provide the NCDOT Security Management with a criminal background check before the individual can be approved for work. Persons without approved criminal background checks shall not be allowed to work in the relevant buildings until proper documentation is submitted and approved.
- e) The State may require the Vendor to exclude the Vendor's employees, agents, representatives, or subcontractors based on the background check results. Discovery that one or more employees have convictions does not disqualify the Vendor from award.
- f) Additionally, the State may use The North Carolina Department of Public Safety Offender Public Information or similar Services to conduct additional background checks on the Vendor's proposed employees.

### 4.5.2 BACKGROUND CHECK REQUIREMENTS

Any personnel or agent of Vendor performing Services under any Contract arising from this RFP may be required to undergo a background check at the expense of the Vendor, if so requested by the State.

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.

#### **4.5.3 BACKGROUND CHECK LIMITATIONS**

Any individual representing the Vendor, who:

- a) In his/her lifetime, has been adjudicated as a habitual felon as defined by GS 14-7.1 or a violent habitual felon as defined by GS 14-7.7, shall not be allowed to work in buildings occupied by State Government employees.
- b) During the last seven (7) years has been convicted of any criminal felony or misdemeanor sexual offense or a crime of violence shall not be allowed to work in buildings occupied by State Government employees.
- c) At any time has an outstanding warrant or a criminal charge for a crime described in (b) above shall not be allowed to work on State property.
- d) The Vendor must ensure that all employees have a responsibility to self-report to the Vendor within twenty-four (24) hours any arrest for any disqualifying offense. The Vendor must notify the Contract Administrator within twenty-four (24) hours of all details concerning any reported arrest.
- e) Upon the request of the Contract Administrator, the Vendor will re-screen any of its employees, agents, representatives, and subcontractors during the term of the Contract.
- f) Vendor's responses to these background check requests shall be considered a continuing representation, and Vendor's failure to notify the State within thirty (30) days of any criminal charge, 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.
- g) If there are problems or delays with performance associated with the completion and compliance with this background check requirements, any Vendor's performance bond could be used to complete these Services.

#### **4.5.4 DOCUMENT REQUIREMENTS**

Required documentation to be submitted prior to date Contract is effective and for performing any Services on State property shall include:

- a) A cover letter by the Vendor on company letterhead with a list of the full names matching a required government issued photo ID, addresses, and birth dates of each person representing the contracting company.
- b) Vendor shall also provide a photocopy of the required State or Federal government issued picture ID or Driver License.
- c) A letter on company letterhead is not acceptable proof in itself but can be used to further clarify information on the criminal background check submitted. All documentation shall be submitted at the same time. Submit documents which are clear and legible.
- d) Background checks consisting of:
  - 1. Original unaltered criminal background check from the organization providing the background check.
  - 2. The background check provider's company name, company mailing address, and contact phone numbers.
  - 3. The full name of the individual, which matches the government issued photo ID.
  - 4. The current address of individual being checked.

5. The date the criminal background check search was conducted.

#### 4.5.5 VENDOR BACKGROUND CHECK AGREEMENT

Vendor agrees to conduct a criminal background check per the specifications above in this section on all employees proposed to work under this Contract, at its expense, and provide the required documentation to the State in order to perform Services under this Contract: ☐ YES ☐ NO

#### 4.6 PERSONNEL

The 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.

#### 4.7 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.

#### 4.8 AGENCY INSURANCE REQUIREMENTS MODIFICATION

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

☒ Contract value in excess of \$1,000,000.00

- Vendor shall provide proof of insurance within ten (10) consecutive calendar days after award.

#### 4.9 VENDOR QUALIFICATIONS

The Vendor shall have an established and required training program for all Uniformed Security Officers and Unarmed Security Guards assigned to the contract. The PPSB training must be provided by a certified instructor and documented for each employee prior to deployment. This basic training program must be at least forty (40) hours long and must include sections on Public Relations & Customer Service.

The Vendor shall be currently certified and licensed to perform the services specified herein and shall provide the following certification and license with the Proposal response:

- PPSB Certification
- State Business License

#### 4.10 QUESTIONS TO VENDORS

Vendors shall respond to each of the following questions. Vendors are requested to keep responses concise and relevant and should not include generic marketing materials. Responses will be reviewed as part of the evaluation process.

Questions:

1. Do you provide training beyond the basic PPSB required training? If yes, provide a detailed explanation of the additional training.
2. What has your security personnel attrition rate been for the past two years? Explain why.
3. Do you perform after-hours checks on your employees? If yes, how often do you perform these afterhours checks? Provide a detailed explanation of how the afterhours checks are conducted.

#### 4.11 ESTIMATED HOURS

The estimated hours indicated herein are three (3) year estimates only and are provided for informational purposes based on the anticipated hours needed. No maximum or minimum hours are guaranteed. It shall be understood and agreed that the State may use more than the estimated hours during the contract period. The State reserves the right to increase or decrease the hours as needed. These hours are estimates only and will be used in the evaluation of the price for this RFP. There are no minimum or maximum hours guaranteed during the term of this contract.

### 5.0 SPECIFICATIONS AND SCOPE OF WORK

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The awarded Vendor shall furnish Uniformed Unarmed Security to protect the premises owned or operated by NCDOT throughout the state of North Carolina.

#### 5.1 GENERAL REQUIREMENTS

The actual number of security positions may adjust up or down, as requirements may change. For offer purposes, Vendor shall consider the following:

- Approximately twelve (12) Security Officers
  - Approximately four (4) Security Sergeants
  - Approximately one (1) SOC Operators
1. The Vendor shall be able to furnish a qualified position two (2) hours from the time of notification when emergency scheduling is required due to illness or unforeseen circumstances.
  2. The Vendor shall report any building maintenance problems, such as lights out, door difficulties, roof /ceiling leaks, bathroom overflows, and electrical outages to the NCDOT Security Management and/or NCDOT Facility Maintenance Section. Problems that could result in building and property damage shall be reported immediately.
  3. The Vendor shall be responsible for providing supervision of all its employees working under this contract. It is preferred that the assigned Sergeants be responsible for overseeing and managing the Vendor's employees.
  4. Any Vendor's employee(s) who fails to comply by these or other rules established by the Contracting Agency shall be immediately removed from the job and replaced. The Vendor shall ensure that all its employees comply with the following:
    - a) All Security personnel shall keep and leave work area clean and neat.
    - b) Security personnel shall not leave assigned post until relieved by another Security personnel nor shall they have visitors on site.
    - c) All Security personnel shall maintain a friendly customer service atmosphere while performing their assigned duties.
    - d) The Vendor shall ensure all security personnel are assigned a company email address. The email addresses must be shared with the NCDOT Security Management for communication purposes.

- e) Free parking is available at all sites except the Transportation Building. Employees at the Transportation Building will be responsible for their parking. Street meter parking and several public parking decks are within one (1) to two (2) blocks from the Transportation Building.

## 5.2 SECURITY PERSONNEL GENERAL REQUIREMENTS

The Vendor shall meet the following requirements for all Security personnel:

1. Security personnel must be fully trained, insured and in full compliance with North Carolina General Statutes Chapter 74C Private Protective Services.
2. All Security personnel shall report to the onsite Supervisor and/or NCDOT Security Management any damage to equipment issued by NCDOT, (i.e., computer, telephone, keys, or office equipment).
3. All Security personnel shall be at least 21 years of age.
4. Security personnel must be competent, trustworthy, and present for all duty hours at the location in which they are assigned.
5. All Security personnel shall be required to have identification badges prior to starting work. Security identification badges will be provided by NCDOT Security. All IDs shall be returned to NCDOT if an employee no longer works or is removed from a NCDOT location.
6. All Security personnel shall sign in on a daily time logs/timesheets provided by NCDOT Security Management at the beginning of their shift. Administrative requirements associated with daily time logs/timesheets must not adversely impact the required security personnel.
7. Be of good moral character or temperate behaviors.
8. Maintain good personal hygiene.
9. General appearance shall always be clean and neat when on duty.
10. Wear clean uniforms in good condition with appropriate ID (No hats worn in buildings).
11. Footwear must be black boots or black shoes, Uniforms shall be neat, clean, and always pressed. Footwear and uniforms must be approved by NCDOT Security Management. **(Sneakers are NOT allowed)**
12. Hair must always be neat and clean. It shall not cover any part of the ear or shirt collar and it should appear neat when a hat is worn.
13. Mustaches, when worn, shall be clean and neatly trimmed. Beards are not allowed.
14. Tattoos must be work appropriate. Tattoos may be concealed. NCDOT Security Management will determine if tattoos are acceptable.
15. Shall be drug/alcohol free when scheduled to report for duty.

## 5.3 EQUIPMENT REQUIREMENTS

1. The Vendor shall provide the following equipment for Security personnel.
  - Properly fitting uniforms that are professionally styled.
  - Inclement weather gear.
  - Flashlights, hats, coats, raingear, and a communication device (Cell Phone is acceptable) that can transmit and receive between on-site and off-site locations and can be used to summon local law enforcement or other emergency services.
2. NCDOT will provide all Security personnel with computers, office telephones, and other equipment for security work only. The computers, office telephones, and other equipment are not for personal use. Emergency personal calls shall be kept to a minimum.

## 5.4 SECURITY PERSONNEL TASKS

### A. Uniformed Security Officers

All Security Officers shall use the cameras for assessing and patrolling the exterior areas after hours and shall not leave the building until properly relieved. During shift turnover, the officer being relieved will conduct the following: relinquish building keys, communicate all incidents that occurred during their shift, newly established special orders, equipment issues, and any other unusual activities that occurred during their shift. The on-duty officer shall report building emergencies such as flooding, electrical, fires directly to the Security Operating Center (SOC) and/or NCDOT Facility Maintenance Section. Officers will manually secure all building exterior access doors during a power outage, posting such signage on doors and removing signage once power is restored. Officers will raise and lower flags as instructed in the NCDOT Post Orders.

The officers shall possess basic knowledge and capabilities of Microsoft Office applications, as well as the Genetec surveillance, and access control platform for monitoring and verifying visitors/employees access into buildings. The officers are responsible for reporting camera and card-reader issues to their supervisor or NCDOT Security Staff members.

The Security Officers shall perform duties as set forth in the Vendor's Standard Operating Procedures (SOP) manual and NCDOT Post Orders as instructed by the NCDOT Security Management. Other security duties may be assigned in post orders or by oral assignment from the Supervisor or Security Management. After hours and weekends, the Officer shall contact the SOC and report they have assumed shift responsibilities, and every two (2) hours afterwards for safety purposes.

- B. Uniformed SOC Operators** This position is key to the day-to-day security operations and shall have a full understanding of security policies and procedures. SOC Operators shall remain in the SOC during their shift except when inspecting and securing interior doors. Their primary focus is providing customer service, reviewing incidents captured by the surveillance system, issuing/making security credentials, monitoring building alarms, performing camera patrols, submitting service tickets, documenting shift turnover and post checks, responding to employee needs such as complaints, escorts, visitor process, and other security related matters, and other duties identified by Security Management.

During shift turnover, the SOC Operator will conduct the following: relinquish building keys, communicate all incidents that occurred during their shift, newly established special orders, equipment issues, and any other unusual activities that occurred during their shift. The on-duty SOC Operator shall report building emergencies such as flooding, electrical, fires directly to the NCDOT Security Management and the Facility Maintenance Section. SOC Operators will manually secure all building exterior access doors during a power outage, posting such signage on doors and removing signage once power is restored. Officers will raise and lower flags as instructed in the NCDOT Post Orders.

The SOC Operators shall possess an intermediate to advanced knowledge and capabilities of Microsoft Office applications. The operator shall be able to receive a report, in person or telephonic, and clearly articulate in writing a step-by-step security event related to information received. Have a strong understanding of the Genetec Security system and be able to navigate through the various features of the system.

### C. Uniformed Security Sergeants

This position must be approved by the NCDOT Security Management prior to being assigned to a building. Uniformed Security Sergeants shall be responsible for:

- The uniformed personnel assigned to the building in which he/she is assigned, act as the liaison between NCDOT and vendor. Fulfill the same duties as the SOC operator.
- Monitor uniformed security personnel performance.
- Create and manage shift schedules for uniformed personnel, view and approve timesheets and invoices.
- Writing reports on various incidents, suspicious activities, safety, and fire hazards and other security related situations.
- Providing needed assistance to the employees, public, and visitors in accordance with NCDOT policies and procedures.

- Serve as the training officer to new uniformed personnel, and perform other related duties assigned by the NCDOT Security Management.

All Sergeants shall make and record physical inspections of interior and exterior of buildings and grounds, showing presence during NCDOT regular work hours. During all shift changes, Sergeants shall communicate information and new/temporary post instructions as well as report any building maintenance problems to NCDOT Security Management and/or NCDOT Facility Maintenance Section. Sergeants shall immediately report any problem that could cause damage. Sergeants will raise and lower flags as instructed in the NCDOT Post Orders; and manually secure all building exterior access doors during a power outage, posting such notice on doors and returning to normal status (take down notices) once power is restored.

The Sergeants shall possess an intermediate to advanced knowledge and capabilities of Microsoft Office applications. The Sergeants shall be able to receive a report, in person or telephonic, and clearly articulate in writing a step-by-step security event related to information received. Sergeants shall have a strong understanding of the Genetec Security system and shall navigate through the various features of the system. Sergeants shall possess the skills required for creating and managing weekly shift schedules and be comfortable with communicating via email.

Sergeants shall perform duties as set forth in the Vendor's Standard Operating Procedures (SOP) Manual and the NCDOT Post Orders as instructed by the NCDOT Security Management, as well as other security duties that may be assigned in post orders or by oral assignment from the Supervisor or Security Management.

## 5.5 STAFFING REQUIREMENT

Security coverage and all services will vary from five (5) to seven (7) days a week, including holidays, for specified buildings and sites. All buildings and sites shall be subject to a reduction or increase in security coverage. Schedules will be defined by the NCDOT Security Management.

NCDOT will provide a list of State holidays each year. State holidays range from one (1) to three (3) days in duration.

The Vendor shall provide the following staffing for the below listed locations, facilities, and ranks as needed by NCDOT. The number of security officer positions and hours are evaluated annually and will be adjusted based on the agency's needs and coverage required. The final staffing numbers and ranks will be determined and shared with the Vendor prior to full implementation of the work schedule. Additionally, a Sergeant position is required and will act as a floater in support of planned and unplanned endeavors. This position is at the discretion of the NCDOT Security Management and shall be properly invoiced when used. Security Management will communicate within thirty (30) days when the floater position is projected for service. NCDOT encourages the Vendor to reduce turnover rates by encouraging the selected Vendor to adopt a plan that provides merit or tenure- based raises. The hours in the schedule below are for demonstration purposes only. Shifts must be within two (2) hours of the times listed with standard shifts lasting eight (8) hours (e.g., 0600-1400 for an 0800-1600 shift).

Raleigh - Transportation Building							
Physical Address: 1 S. Wilmington St Raleigh, NC 27601							
POSITION:	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Weekday & Weekend Support:							
Sergeant		1600-2400	1600-2400	1600-2400	1600-2400	1600-2400	
SOC Operator	0800-1600	0800-1600	0800-1600	0800-1600	0800-1600	0800-1600	0800-1600
SOC Operator	1600-2400						1600-2400
SOC Operator	2400-0800						2400-0800

Raleigh - Century Center Complex "A & B Buildings"							
Physical Address: 1020 Birch Ridge Dr. Raleigh, NC 27610							
POSITION:	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Weekday & Weekend Support:							
(One in A and one B Bldgs.) (2) Sergeants		0700-1500	0700-1500	0700-1500	0700-1500	0700-1500	
(A Bldg.) Security Officer	0800-1600	0800-1600	0800-1600	0800-1600	0800-1600	0800-1600	0800-1600
(B Bldg.) Security Officer		0800-1600	0800-1600	0800-1600	0800-1600	0800-1600	
(B Bldg.) Security Officer	1600-2400	1600-2400	1600-2400	1600-2400	1600-2400	1600-2400	1600-2400
(B Bldg.) Security Officer	2400-0800	2400-0800	2400-0800	2400-0800	2400-0800	2400-0800	2400-0800

Rocky Mount - DMV HQ Complex							
Physical Address: 1417 N. Church Street Rocky Mount, NC 27804							
POSITION:	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Weekday & Weekend Support:							
Sergeant		0800-1600	0800-1600	0800-1600	0800-1600	0800-1600	
Security Officer		1600-2400	1600-2400	1600-2400	1600-2400	1600-2400	
Security Officer		2400-0800	2400-0800	2400-0800	2400-0800	2400-0800	
Security Officer	0800-1600						0800-1600
Security Officer	1600-2400						1600-2400
Security Officer	2400-0800						2400-0800

## 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.

### 6.1 CONTRACT MANAGER AND CUSTOMER SERVICE

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

Contract Manager Point of Contact	
Name:	
Office Phone #:	
Mobile Phone #:	
Email:	

The Vendor shall be required to designate and make available to the State for customer service. The customer service point of contact shall be the State's point of contact for customer service-related issues. The Vendor customer service point of contact shall be available for all billing and invoice questions from NCDOT and NCDMV Business Services.

Customer Service Point of Contact	
Name:	
Office Phone #:	
Mobile Phone #:	
Email:	

### 6.2 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.

### 6.3 INVOICES

The Vendor must submit a weekly invoice within seven (7) calendar days following each billing period in which work was performed. Depending on specific worksite, the Vendor will be responsible for submitting their invoice to the various locations for approval and payment.:

Invoices shall be submitted to the following address:

**NCDOT Facilities Management - Security**

Attention: NCDOT Security Management

1504 Mail Service Center Raleigh NC 27699-1504 (919) 707-4854

**NCDOT DIVISION OF Motor Vehicles** Attention: [DMVBUSINESSSERVICES@NCDOT.GOV](mailto:DMVBUSINESSSERVICES@NCDOT.GOV)

Marvin Shelton, Director of Business Services

1405 N. Church St. Rocky Mount, NC 27804-2012

919-615-7023

Invoices shall be submitted on the Vendor's official letterhead stationery and must be identified by a unique invoice number. All invoice backup reports and spreadsheets must be provided in electronic format.

Invoices must bear the correct contract number and purchase order number to ensure prompt payment. The Vendor's failure to include the correct purchase order number may cause delay in payment.

Invoices shall include an accurate description of the work for which the invoice is being submitted, the invoice date, the period of time covered, the amount of fees due to the Vendor and the original signature of the Vendor's project manager. Invoices shall provide the number of hours for each employee by location.

## **6.4 POST AWARD PROJECT REVIEW MEETINGS AND MONTHLY STATUS REPORTS**

The Vendor, at the request of the State, shall be required to meet monthly with the States NCDOT Security Management for security Review meetings. The purpose of these meetings will be to review progress reports, discuss Vendor and State performance, address outstanding issues, review problem resolution, provide direction, evaluate continuous improvement and cost saving ideas, and discuss any other pertinent topics.

The Vendor shall be required to provide Operational Reports as it pertains to the security services being provided. Operational Reports to Security Manager or designee monthly. This report shall include, at a minimum, information concerning the status and plans for fulfilling opened positions, corrective action plan for identified performance issues, and any needs or issues the vendor has.

These reports shall be well organized and easy to read. The Vendor shall submit these reports electronically using Microsoft Excel and as needed, either Microsoft PowerPoint or Microsoft Word. The Vendor shall submit the reports in a timely manner and on a regular schedule as agreed by the parties.

Within seven (7) business days of the award of the Contract the Vendor shall submit a final work plan and a sample report to the NCDOT Security Management for approval. The awarded vendor's work plan shall describe how vendor will meet all requirements in filling security personnel positions, and vehicle assignment. Vendor shall also include a plan for filling / replacing security personnel positions that security management request replaced or reassigned.

## **6.5 CONTINUOUS IMPROVEMENT**

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

## **6.6 ACCEPTANCE OF WORK**

Performance of the work and/or delivery of services shall be conducted and completed at least in accordance with the Contract requirements and recognized and customarily accepted industry practices. Performance shall be considered complete when the Services are approved as acceptable by the NCDOT Security Management.

The State shall have the obligation to notify Vendor, in writing seven (7) calendar days following completion of such work or delivery of a deliverable described in the Contract that it is not acceptable. The notice shall specify in reasonable detail the reason(s) it is unacceptable. Acceptance by the State shall not be unreasonably withheld; but may be conditioned or delayed as required for reasonable review, evaluation, installation, or testing, as applicable to the work or deliverable. Final acceptance is expressly conditioned upon completion of all applicable assessment procedures. Should the work or deliverables fail to meet any specifications, acceptance criteria or otherwise fail to conform to the Contract, the State may exercise any and all rights hereunder, including, for Goods deliverables, such rights provided by the Uniform Commercial Code, as adopted in North Carolina.

## **6.7 FAITHFUL PERFORMANCE**

Any Contract may include terms ensuring a vendor's performance such as: (1) a bond, or similar assurance; (2) liquidated damages; (3) a percentage of the Contract value held as a retainage; (4) withholding final payment contingent on acceptance of the final deliverable; and (5) any other provision that assures performance of the Vendor. The parties agree that the Vendor shall be subject to the following faithful performance requirements:

A Retainage of five percent (5%) of invoices will be held until the unacceptable condition has been resolved to the satisfaction of the NCDOT Security Management.

Retainage held may not be returned to the Vendor if the Unacceptable condition is not corrected.

## **6.8 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 one (1) month 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.

## **6.9 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 Security 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.

## **6.10 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 made through the contract administrator.

## **6.11 PRICE ADJUSTMENTS**

Prices proposed by the Vendor shall be firm against any increase for three hundred sixty-five (365) days from the effective date of the Contract.

Price increase requests shall be submitted in writing to the Contract Lead, which shall include the reason(s) for the request and contain supporting documentation for the need. Price increases will be negotiated and agreed to by both the State and Vendor in advance of any price increase going into effect. The State is not obligated to accept pricing adjustments or increases and reserves the right to accept or reject them in part or in whole. Price de-escalation or decreases may be requested by the State at any time.

It is understood and agreed that orders will be shipped at the established Contract prices in effect on the date an order is placed. Invoicing that deviates from this provision may result in Contract to cancellation.

**6.12 WAGES**

The State does not anticipate any overtime hours to be paid, but if a circumstance arises where overtime is needed, all overtime will be approved by the Security Manager or their designee. According to the NC Department of Labor, for overtime hours, an employer must pay its employees at least the minimum wage for all hours worked, and time and one-half overtime pay based on an employee's regular rate of pay for all hours worked in excess of forty (**40**) in a workweek, unless the employee is exempt.

NCDOT encourages the Vendor to pay its employees performing services under this contract at the following minimum rates:

Position	
Security Officer	\$17.00 Hourly
SOC Operator	\$20.00 Hourly
Sergeant	\$21.50 Hourly

**\*\*IMPORTANT NOTICE\*\*****RETURN THE REQUIRED ATTACHMENTS WITH YOUR RESPONSE**

FOLLOW THE LINKS TO ACCESS EACH ATTACHMENT

## 7.0 ATTACHMENTS

### ATTACHMENT A: PRICING FORM

The vendor shall provide the price for the estimated hours for each role listed below.

3 Year Total	Estimated Hours		Regular Hourly Rate	Holiday Hourly Rate	Total
	Regular	Holiday			
Security Officer	40,709	1,728			
SOC Operator	12,894	864			
Sergeant	6,240	0			
Total					\$

### **\*\*IMPORTANT NOTICE\*\***

**RETURN THE REQUIRED ATTACHMENTS WITH YOUR RESPONSE**

FOLLOW THE LINKS TO ACCESS EACH ATTACHMENT

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**ATTACHMENT B: INSTRUCTIONS TO VENDORS**

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The Instructions to Vendors, which are incorporated herein by this reference, may be found here:

<https://www.doa.nc.gov/formnorth-carolina-instructions-vendors/download?attachment>

**NOT REQUIRED TO BE RETURNED**

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**ATTACHMENT C: NORTH CAROLINA GENERAL TERMS & CONDITIONS**

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The North Carolina General Terms and Conditions, which are incorporated herein by this reference, may be found here:

<https://www.doa.nc.gov/form-north-carolina-general-terms-and-conditions-11-2023/open>

**NOT REQUIRED TO BE RETURNED**

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**ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION**

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Complete and return the Historically Underutilized Businesses (HUB) Vendor Information form, which can be found at the following link: <https://www.doa.nc.gov/pandc/onlineforms/form-hub-supplemental-vendor-information-9-2021/download>

**MUST BE COMPLETED AND RETURNED WITH PROPOSAL RESPONSE**

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**ATTACHMENT E: RESERVED**

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**ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR**

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Complete and return the Location of Workers Utilized by Vendor, which can be found at the following link:

<https://www.doa.nc.gov/pandc/onlineforms/form-location-workers-09-2021/download>

**MUST BE COMPLETED AND RETURNED WITH PROPOSAL RESPONSE**

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**ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION**

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Complete, sign, and return the Certification of Financial Condition, which can be found at the following link:

<https://www.doa.nc.gov/pandc/onlineforms/form-certification-financial-condition-09-2021/download>

**MUST BE COMPLETED AND RETURNED WITH PROPOSAL RESPONSE**

**\*\*\* Failure to Return the Required Attachments Will Eliminate  
Your Response from Further Consideration \*\*\***