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**STATE OF NORTH CAROLINA**

**North Carolina Department of Public Safety**

**Request for Proposals #: 19-RFP-803893579-HMM**

**Uniformed Armed Security Officer Services**

**Date of Issue: March 4, 2024**

**Proposal Opening Date: March 22, 2024**

**At ­­­ 2:00 PM ET**

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

Heather Melton

Procurement Specialist II

Heather.m.melton@ncdps.gov



**STATE OF NORTH CAROLINA**

**Request for Proposal #**

**19-RFP-803893579-HMM**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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 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>

|  |  |
| --- | --- |
| **STATE OF NORTH CAROLINA**  **Division of Department ofPublic Safety**  **[Insert Agency Name]** | |
| **Refer *ALL* Inquiries regarding this RFP to the procurement lead through the Message Board in the Sourcing Tool. See section 2.4 for details.** | **Request for Proposal #: 19-RFP-803893579-HMM** |
| **Proposals will be publicly opened: March 22, 2024 @ 2:00 p.m.et** |
| **Using Agency: NCDPS** | **Commodity No. and Description: 921215 Guard Services** |
| **Requisition No.: RQ50946** |

**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.

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

**Failure to execute/sign proposal prior to submittal may render proposal invalid and it MAY 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 one hundred and twenty (120) days from date of bid 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 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 NCDPS)** |

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# **PURPOSE AND BACKGROUND**

The purpose of this RFP and any resulting contract award is to solicit proposals for complete and efficient armed, uniformed, security services and force protection management administration including reasonable labor, equipment, and necessary supervision to ensure that employees, visitors, facilities, and parking areas of the required locations are properly protected, and management is properly advised on homeland security tenets. The NC Department of Public Safety (hereafter referred to as DPS or the State) is seeking a Vendor to furnish a full spectrum of Force Protection Services for the North Carolina National Guard. The required services as stated in Section 5.0 are Uniformed Armed Security Officer Services and Security Administrative/Force Protection Officers, to include Armed Security Access Control Officer, Security Key Control Officer, Security Administrative Officer, Anti-terrorism/Force Protection Program Coordinator, and Emergency Management Program Coordinator which provide physical security and force protection program management for DPS/NC National Guard facilities.

**Background**: The DPS North Carolina National Guard current contract is expiring, and this RFP is to award a new vendor for Uniformed Armed Security Officer Services. The current services are at the following locations:

1. Joint Force Headquarters (Raleigh, NC),
2. Army Aviation Support Facility 1 & 2 (Morrisville, NC and Salisbury, NC),
3. Camp Butner Training Site (Stem, NC).

The North Carolina National Guard (“NCNG”) is the state’s military force, with both federal and state missions to train and deploy forces as ordered. It complies with all federal military regulations, to include those pertaining to the physical security and protection of federal assets in the NCNG’s possession. These include those at the Joint Forces Headquarters- NC (Raleigh, NC), Army Aviation Support Facilities 1 & 2 (in Morrisville and Salisbury, NC, respectively), and Camp Butner Training Center (Stem NC), plus other sites which may need temporary protection or increases in guard coverage, depending on circumstances. The US Department of Defense (“DoD”) provides NC funds to arrange such protection; DoD’s conditions and requirements are reflected in the RFP’s terms, which comply with the DoD guidance. The current security guard contract is expiring, and this new contract is required to provide the continuous security coverage mandated by DoD and its federal funding.

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

1.1 CONTRACT TERM

The Contract shall have a term of five (5) years, beginning on the date of final Contract execution (the “Effective Date”).

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

# **GENERAL INFORMATION**

## **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.

## **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, 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 in 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 through 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.

|  |  |  |
| --- | --- | --- |
| **Vent** | **Responsibility** | **Date and Time** |
| Issue RFP | State | March 4, 2024 |
| Submit Written Questions | Vendor | March 8, 2024 |
| Provide Response to Questions | State | March 13, 2024 |
| Submit Proposals | Vendor | March 22, 2024 **@2:00 p.m. et**  **Join on your computer, mobile app or room device**  [Click here to join the meeting](https://teams.microsoft.com/l/meetup-join/19%3ameeting_MTYxOWU0OTItYWUyOC00MTEwLWJjYWEtYTVhY2VlMmE1ZTJm%40thread.v2/0?context=%7b%22Tid%22%3a%227a7681dc-b9d0-449a-85c3-ecc26cd7ed19%22%2c%22Oid%22%3a%22fe413d3c-d421-495b-9229-beac5985f430%22%7d)  Meeting ID: 282 003 517 410  Passcode: vHaTRm  [Download Teams](https://www.microsoft.com/en-us/microsoft-teams/download-app) | [Join on the web](https://www.microsoft.com/microsoft-teams/join-a-meeting)  **Join with a video conferencing device**  ncgov@m.webex.com  Video Conference ID: 116 435 950 4  [Alternate VTC instructions](https://www.webex.com/msteams?confid=1164359504&tenantkey=ncgov&domain=m.webex.com)  **Or call in (audio only)**  [+1 984-204-1487,,227294542#](tel:+19842041487,,227294542# )   United States, Raleigh  Phone Conference ID: 227 294 542#  [Find a local number](https://dialin.teams.microsoft.com/c102d528-0544-4660-b869-294e85047e28?id=227294542) | [Reset PIN](https://dialin.teams.microsoft.com/usp/pstnconferencing) |
| Contract Award | State | TBD |

## **2.5** **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 # 19-RFP-803893579-HMM – 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.

## **2.6 PROPOSAL SUBMITTAL**

**IMPORTANT NOTE:** **This is an absolute requirement.** Late bids, 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. 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.
5. **Only Proposals submitted through the Content Section of the Ariba Sourcing Event will be considered. Proposals submitted through the Message Board will not be accepted or considered for award.**

If confidential and proprietary information is included in the proposal, also submit one (1) signed, REDACTED copy of the proposal. Such 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.

## **2.7** **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:

1. Cover Letter, which must contain the following: (i)a statement that confirms that the proposer has read the RFP in its entirety, including all links, and all Addenda released in conjunction with the RFP; (ii) a statement that the Vendor agrees to perform in accordance with the scope of work, requirements, and specifications contained herein; and (iii) Vendor’s agreement to comply with all instructions, terms and conditions, and attachments.
2. Title Page: Include the company name, address, phone number and authorized representative along with the Proposal Number.
3. Completed and signed version of all EXECUTION PAGES, along with the body of the RFP.
4. Signed receipt pages of any addenda released in conjunction with this RFP, if required to be returned.
5. Vendor’s Proposal addressing all Specifications of this RFP.
6. Completed version of ATTACHMENT A: Cost Proposal
7. Completed and signed version of ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION
8. Completed and signed version of ATTACHMENT E: CUSTOMER REFERENCE FORM
9. Completed and signed version of ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR
10. Completed and signed version of ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION
11. Completed and signed version of ATTACHMENT H: CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS and OMB STANDARD FORM LLL
12. Completed and signed version of ATTACHMENT I: ALCOHOL / DRUG-FREE WORKPLACE POLICY

## **2.8** **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.

# **METHOD OF AWARD AND PROPOSAL EVALUATION PROCESS**

## **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.

## **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 COMMUNICTIONS 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.

## **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 all offers (except those that have been previously withdrawn, or voided bids) will be tabulated. The tabulation shall be made public at the time it is created. When negotiations after receipt of bids 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. If negotiation is anticipated, 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.

Upon completion of the evaluation process, the State will make award(s) based on the evaluation and post the award(s) to *the electronic Vendor Portal (eVP),* [*https://evp.nc.gov*](https://evp.nc.gov)*,*  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.

## **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 descending order of importance, to result in an award most advantageous to the State:

1. Project Organization – (Section 5.4)
2. Technical Approach – (Section 5.5)
3. Vendor Experience– (Section 4.5)
4. References – (Section 4.6)
5. Cost Proposal – (Section 4.1 and ATTACHMENT A: Cost Proposal)

## **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:

1. Total cost to the State
2. Level of quality provided by the Vendor
3. Process and performance capability across multiple jurisdictions
4. Protection of the State’s information and intellectual property
5. Availability of pertinent skills
6. Ability to understand the State’s business requirements and internal operational culture
7. Particular risk factors such as the security of the State’s information technology
8. Relations with citizens and employees
9. 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.

# **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 upload 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.

**Compensation Structure –** MINIMUM HOURLY POSITION AND BENEFITS PAY RATE falls within the Federal General Schedule in the Raleigh/Durham of specific year. Anticipated rates based on 2080 hours per year; armed security guards will be based on 2080 hours, but the number of guards will fluctuate based on mission needs.

Payment under this Contract shall be a flat rate, per employee, for every hour of service provided. To ensure retention and recruitment of quality security personnel, the vendor shall pay 100% of medical, dental, and vision for each full-time officer after 120 days employment, and Vendor will be allowed to charge up to 240 hrs. per full-time position on contract to allow for personal time, i.e., vacation, paid holidays, and or sick/emergency leave. FAILURE TO COMPLY WILL VIOLATE TERMS OF CONTRACT. Supervisory, overtime and holiday pay rates for work hours shall not be allowed under this Contract. Total cost for benefits and travel MUST BE reflected in hourly rate. To ensure that the State will be getting contract workers that are sufficiently qualified and capable of providing satisfactory services, Vendors are urged and cautioned to pay a "competitive rate for similar positions in the geographical area, based on expertise and experience." Cost is based on an hourly rate for 2080 hours per year. Total cost will be dictated by mission needs. Maximum cost of this contract will be based on federal funding (estimated at $2.5M but may be up to/over $5M). Positions may be removed or added based on funding, 30- day notice will be provided to addition or removal.

**The successful vendor should pay its officers performing services under this contract at the following minimum rates, per category of employee and adjusted annual based on the Federal General Schedule adjustment per the North Carolina National Guard approval:**

|  |  |  |  |
| --- | --- | --- | --- |
| **POSITION** | **QTY** | **MINIMUM PAY RATES** | **Annual anticipated rate** |
| Security Operations Supervisor | **1** | **$36.28** | **$76,544.00** |
| Site Supervisor | **3** | **$34.00** | **$70,720.00** |
| Shift Sergeant | **5** | **$24.00** | **$49,920.00 ea** |
| Armed Security Guards | **As Needed** | **$21.00** | **$43,680.00 ea** |
| Access Control Tactical Officer | **1** | **$27.50** | **$57,200.00** |
| Access Control Admin Officer | **1** | **$26.00** | **$54,080.00** |
| Deputy State Command Physical Security Officer | **1** | **$38.17** | **$79,393.60** |
| Assistant State Command Physical Security Officer | **1** | **$27.15** | **$56,472.00** |
| Antiterrorism Program Coordinator | **1** | **$33.00** | **$68,640.00** |
| Emergency Management Program Coordinator | **1** | **$33.00** | **$68,640.00** |

* 1. **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.**

* 1. **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.

* 1. **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**.

* 1. **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 based on experience of ten (10) or more years – Security/Military, three (3) or more years in military FP experiences, resumes and references that verify current staff members Vendor shall provide information as to the qualifications and experience of all key personnel , **–** Operations Manager, Anti-Terrorism Coordinator, Security Administrations Officer. (5.3 and ATTACHMENT 1: (provided by Vendor) to be assigned to this project, including resumes citing experience with similar projects and the responsibilities to be assigned to each person.

* 1. **REFERENCES**

Vendor shall upload to the Sourcing Tool 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.

* 1. **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:

1. 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;
2. 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;
3. 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;
4. 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.
5. 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 is 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.

* 1. **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.

* 1. **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.

* 1. **AGENCY INSURANCE REQUIREMENTS MODIFICATION**

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

☐ Small Purchases

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

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

* 1. **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 the **Attachment H: CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS and the OMB STANDARD FORM LLL** when responding to this solicitation.

1. **SPECIFICATIONS AND SCOPE OF WORK**
2. **STAFFING**

The awarded Vendor shall furnish Uniformed Armed Security Officer Services to protect the following locations owned by the NCDPS/NC National Guard as stipulated below:

1. **JOINT FORCES HEADQUARTERS COMPLEX** Three (3) Officers per shift 24/7 (ACP 1)

1636 Gold Star Dr Two (2) Officers 1st shift 8/5 (ACP 2)

Raleigh NC 27607

1. **ARMY AVIATION SUPPORT FACILITY 1** Three (3) Officers per shift 24/7

2020 National Guard Dr

Morrisville NC 27560

1. **ARMY AVIATION SUPPORT FACILITY 2** Three (3) Officers per shift 24/7

1235 National Guard Rd

Salisbury NC 28147

1. **Camp Butner Training Site** One (1) Officer per shift 24/7

539 Roberts Chapel Rd Standby: Current budget cannot support.

Stem, NC 28147 however, requirement is subject to change.

During life of the contract

1. **Joint Force Headquarters Complex (includes adjacent Helipad, and other Building)**

1636 Goldstar DrACPs and Roving Patrols: Armed Security Guards

Raleigh NC 27607 covering 24 hours7 days/week (3 per shift), 7 days/week (3 per shift), Operations Supervisor (Armed Security Guard

Responsible for all NCARNG locations) Site Supervisor (Armed Security Guard), Shift SGT (Armed Security Guard) Subject to funding

(5) Security Officers

1. **National Guard Aviation Facility #1 and Armory (RDU)**

2500/2501 National Guard Drive ACPs and Roving Patrols: Armed Security Guards Morrisville, NC 27560 covering 24 hours, 7 days/week (3 per shift),

Site Supervisor (Armed Security Guard)

Shift SGT. (Armed Security Guard) Subject to funding.

(5) Security Officers

1. **National Guard Army Aviation Facility and Armory Rowan County Airport**

1235 National Guard Rd ACPs and Roving Patrols: Armed Security Guards Salisbury, NC 28147 covering 24 hours, 7 days/week (3 per shift)

Site Supervisor (Armed Security Guard)

Shift SGT. (Armed Security Guard) Subject to funding.

1. **Camp Butner Training Site 539 Roberts Chapel Rd Stem, NC 27581**

539 Roberts Chapel Rd (5) Security Officers Stem, NC 27581 Roving Patrols: Armed Security Guards covering 8 hours,5days/week (1/shift)

Security Officer

\*\*\*Currently budget cannot support Butner Site; however, requirement is subject to change during life of contract.

1. **STAFFING REQUIREMENTS**

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

1. Provide Uniformed Armed Security Officers that shall: operate from a Security Officers building, conduct roving patrols, verify identification of personnel entering the facility, provide Federal and State (NC) training on fraudulent ID identification, operate an electronic gate, 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.
2. Ensure that the Security Officers are competent, trustworthy, and present for all duty hours at the location designated by the State.
3. Security Officers shall be required to have Identification Cards prior to starting work. Access Cards will be provided by the NCNG.
4. Designated personnel (i.e. Shift Sgt.) to provide direct oversight of the Security Officers. These 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 NET 114,400 hours total with 58,240 hours at Raleigh, 18,720 hours at Morrisville, 18,700 hours at Salisbury,
5. Vendors shall furnish uniforms to the Security Officers. The uniforms shall be composed of tan cargo style pants (5.11 or Propper), black polo (Moisture wicking material) with a stitched or sewed on badge, black boots, and a tan ball cap style hat. The hat will included a hook and look section to allow for US flag patch to be affixed. Uniforms shall be neat, clean, and pressed at all times.
6. Security Officers will not require chemical suits.
7. Vendor shall ensure that all Security Officers meet the following minimum standards: numbers, respond to alarm system alerts, inspect vehicles, operate security equipment and be available for other additional duties as assigned.
8. Be at least 21 years of age
9. Be a citizens of the United States
10. Have a valid North Carolina driver’s license
11. Have a valid Private Protective Services security registration
12. Must be licensed to possess and carry a pistol of 9mm or higher, while performing duties
13. Speak English effectively
14. 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 Officer does not have good moral character or temperate habits:
15. Conviction by a local, state, federal, or military court of any crime involving the illegal use, carrying or possession of firearms
16. Conviction of any crime involving the illegal use, possession, sale, manufacture, distribution, or transportation of a controlled substance, drug, narcotic, or alcoholic beverage
17. Conviction of a crime involving felonious assault or an act of violence
18. 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, please of no contest or a verdict of guilty
19. Any felony conviction
20. A history of addiction to alcohol or narcotic drug use
21. 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. All Security Officers shall have their 1-9 Employment Eligibility Verification verified through the Federal E-Verify System**. Vendor shall require all Security Officers to pass the Physical Agility Test prior to employment consisting of the following requirements:**9 (female) and 21 (male) pushups within 2 minutes (2:00)
22. One and one half (1 ½) mile run within seventeen minutes and thirty seconds (17:30)
23. Vendor shall provide Physical Agility Test results are requested

8.Vendor shall ensure Security Officers meet the following personal appearance requirements**:**

1. 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
2. Mustaches and beards, when worn, shall be clean and neatly trimmed
3. General appearance shall be always clean and neat when on duty
4. Shall be drug/alcohol free when scheduled to report for duty
5. Tattoos must be respectable or concealed

9. Vendor shall meet the following scheduling requirements:

1. Vendor must furnish Security Officers in accordance with the schedule and staffing criteria as described in 5.0 Scope Work, 5.1 above
2. Vendor shall ensure emergency scheduling due to illness or unforeseen circumstances. Vendor shall be able to furnish at least two (2) qualified Security Officers within one and half (1 ½) hours from the time of notification
3. 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. Vendor shall ensure Security Officers detailed to perform security services under this Contract shall be supplier, trained and qualified with their assigned semi-automatic weapons (pistol and rifle), as well as shotgun, ballistic body armor level Ill and unarmed restraining techniques. **Vendor shall supply at least one vehicle for the Joint Force Head Quarter’s** **site,** and Security Officers assigned to post will receive training on and be responsible for vehicles owned by the DPS/NC National Guard. Security Officers assigned to JFHQ-NC shall be required to read and understand the Joint Forces Headquarters Military Complex Installation Response Plan (IRP). The Security Officers assigned under this Contract shall be fully qualified and knowledgeable of their duties and responsibilities as set forth in the Security Officers Standard Operations Procedures (SOP) prior to reporting for their first day of duty. The DPS/NC National Guard J34 Provost Marshal, or his designated representative, shall have final approval on minimum training standards.
4. Each Security Officer shall receive, at a minimum, semi-annual refresher training related to their assigned post.
5. 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.
6. Should it become necessary for an employee of the DPS/NC National Guard 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 DPS/NC National Officers employee at one and one half the normal rate of pay for that Soldier, for the period the DPS/NC National Officers employee augments the security forces.
7. Vendor and each of its employees that are security personnel must be registered with the Private Protective Services Board in order to provide security services in the State of North Carolina. The DPS/NC National Guard reserves the right to deny individuals to work at any DPS/NC National Officers location.
8. **ADDITIONAL SECURITY ADMIN/FORCE PROTECTION OFFICERS**

Vendor shall provide qualified personnel to perform each of the following roles and duties: The following provision applies to the positions listed in this section: "INTERAGENCY FLEET MANAGEMENT SYSTEM VEHICLES AND RELATED SERVICES (JAN 1991) The Contracting Officer may issue the Contractor an authorization to obtain interagency fleet management system (IFMS) vehicles and related services for use in the performance of this contract. The use, service, and maintenance of interagency fleet management system vehicles and the use of related services by the Contractor shall be in accordance with 41 CFR 101-39 and 41 CFR 101-38.301-1."

1. **Operations Manager (Rotating shifts) (1 position):**
   1. Acts as a conduit between vendor and the NC National Guard. Point of contact (POC) for immediate needs for the National Guard in lieu of contacting the vendor directly.
   2. Responsible for maintaining the safety and security by ensuring security is staffed appropriately and by managing the security guard staff to protect the organization within the limits of the contract.
   3. Direct oversight of the site supervisors to allow the NG to have a single POC for all sites related to this contract.
   4. Prepares/Collects all weekly summary reports required by the NG.
   5. Reviews work schedules to ensure each site has appropriate personnel based on the needs of the organization, allocates tasks for security personnel and monitors performance of security personnel.
   6. Conduct (weekday and weekend, varying site/shift) inspections of security personnel to ensure National Guard policies and procedures are enforced; identify potential problems and recommend solutions.
   7. Attend meetings with NG personnel as requested to enhance security measures.
   8. Responds to emergencies as needed, as well compiles/reviews incident reports to submit to the NCNG Provost Marshals Office.
   9. Be available on call twenty-four (24) hours a day to assist/advise the Provost Marshal as needed. (Schedule may need to be adjusted to allow for these impromptu events; coordination with P&G is required).
   10. Reports directly to vendor while working closely with the Provost Marshals’ Office.
   11. Issues related to the all National Guard sites, facilities, employees will be reported to the Provost Marshal.
   12. May perform duties as a site supervisor, shift sergeant, or security guard, as needed. The majority of duties will be administrative in nature unless performing “security guard” functions.
   13. Flexible schedule authorized to allow for overseeing multiple shifts and ensuring administrative duties are completed for each employee. Realignment of schedule should not exceed 40 hours per week in most situations. All overtime must be coordinated with vendor, as the National Guard does not reimburse overtime charges.
   14. This position is required to be PPSB certified as well as obtain a DOD CAC.

1. **Site Supervisor (Rotating shifts) (Up to three positions):** 
   1. Responsible for all security guards on the assigned site (location).
   2. Responsible for maintaining the safety and security of their assigned site/location by ensuing security is staffed approximately and managing the security guard staff at that location within the limits of the contract.
   3. Has direct oversight of the shift sergeants and guards at their location.
   4. Forward daily activity reports and other documents to the Operations Manager and /or Provost Marshals’ Office personnel as required.
   5. Reviews work schedules to ensure each shift has appropriate personnel based on the needs of the organization, allocates tasks for security personnel and monitors performance of security personnel.
   6. Responsible for submitting timecards, leave documents, workers compensation claims, training documents, etc. to the Operations Manager.
   7. Conduct (weekday and weekend, varying shift) inspections of security personnel to ensure policies and procedures are enforced; identify potential problems and recommend solutions (schedule will be adjusted to work within the 40-hour work schedule).
   8. Responds to on-site emergencies as needed as well as compiles/reviews incident reports to submit to the Provost Marshals Office.
   9. Be available on call twenty-four (24) hours a day to assist/advise the Provost Marshal as needed.
   10. This person reports directly to the Operation Manager(s) as well as working closely with the Provost Marshals Office.
   11. Performs duties as a security guard however duties will include supervisory responsibility and oversight of the security guard personnel at specified site.
   12. Ensure compliance with National Guard policies.
   13. Flexible schedule authorized to allow for overseeing multiple shifts and ensuring administrative duties are completed for each employee. Realignment of schedule should not exceed 40 hours per week in most situations. All overtime must be coordinated with vendor, as the National Guard does not reimburse overtime charges.
   14. Other duties may be assigned as necessary.
   15. This position is required to be Private Protective Services Board certified.
2. **Access Control Admin and Tactical Officers (1st Shift only):** 
   1. Access Control Security Officers (Admin and Tactical) are responsible for controlling access and egress (exiting) of authorized people to and from a secured installation or secured area within a given installation.
   2. Responsible to control, through various secured and monitored means, the amount and type of access (personnel/deliveries) authorized entities have to a specific area o as a central administrative support in the lobby or central point within the JFHQ-NC.
   3. Manages the Access Control System administration log and all documents related to this system. This includes but not limited to, integration of an accreditation program specialist to ensure that all personnel being authorized access to controlled area is vetted when providing variations of access badges, door codes, while simultaneously updating an access control roster/database of information for the more than 1,000 fulltime JFHQ campus employees and the 10,000 part-time members of the NCNG and the State Partners that will require a form of authorized access credential to the JFHQ building.
   4. Performs data processing for the Intrusion Detection Section to include data entry, creating memorandum for access, letters and correspondence to National Guard Bureau, Department of the Army, and local law enforcement. Serves as additional/backup security officer as necessary.
   5. As the Key Control Officer key control is embedded into this position of great responsibility to account for the secured keys and access badges that enable authorized personnel to enter and exit their places of work for official business in the most efficient manner possible while maintaining the integrity of a secure workspace. Given the authority of trust and confidence, to maintain the authority to issue keys, provide access, access awareness, the key distribution plan, the accountability of all keys and finally, the end state of collecting and operating within the state maintaining of all keys. Responsible to monitor the key tracking system for keys of over 1,000 full-time employees and approximately 400 military personnel. Serves as central support in a specified location that is accessible to all personnel requiring entry to secured locations within the JFHQ-NC and state-wide secured locations, i.e., lobby locations JFHQ-NC. location that is accessible to all personnel requiring entry to secured locations within the JFHQ-NC and state-wide secured locations, i.e., lobby locations JFHQ-NC.
   6. Tactical Officer is required to be PPSB Certified.
   7. Both positions require DOD CAC.
3. **Deputy and Assistant State Command Physical Security Officer (Admin only 1st Shift):** 
   1. Plan, coordinate, schedule, and conduct physical security inspections, surveys, staff assistance visits, and risk analysis.
   2. Research and monitor doctrine and law to ensure security program activities are performed IAW State Laws, statutes, army regulations, and Army National Guard security program.
   3. Assist with the execution and oversight of access control to include vetting visitor personnel and carrying out denial and waiver process decisions. Maintain the visitor control program to ensure only authorized individuals enter the installation through identity proofing, vetting against the National Crime Information Center Interstate Identification Index (NCIC-III), the Terrorism Screening Data Base (TSDB) and determination of a valid purpose for entry for all personnel who do not possess a CAC, Federal or State personal identity verification card, or other DOD ID card.
   4. Submit physical security resource requirements to comply with Army physical security policy direction.
   5. Draft minutes for weekly staff meetings and ensure due outs are tracked.
   6. Coordinate physical security with operations security and antiterrorism officers and integrate physical security with the NCNG protection program's functional elements and enabling functions.
   7. Help facilitate various protection working groups to include Protection Threat Working Group (PTWG), Protection Working Group (PWG), and Protection Executive Committee (PEC) by sending invitations, compiling slide decks, and preparing minutes for records.
   8. Review memorandums, letters, and other correspondence for force protection programs within PMO. Track outgoing and incoming correspondence for the PMO.
   9. Review and update facility use requests and notify Provost Marshal of additional security requirements for large/weekend events. Provide CSGs with list of attendees and other pertinent event-related information.
   10. Assist NGB's Protection Assessment Teams with visits (to NC) to include coordinating conference rooms, classrooms, and lodging as needed.
   11. Perform all duties assigned by Provost Marshal deemed necessary to assist with any improvement to the NGNC Physical Security Program.
4. **Anti-Terrorism/Force Protection Program Coordinator (Admin only) (1st Shift)**

Serves as the NC-JFHQ-J3 principal advisor and expert on all matters involving force protection (FP) and anti- terrorism (AT) requirements, policy, procedures, and program status, and serves as the conduit of information between the intelligence community and local state and federal law enforcement. Serves as the focal point to coordinate, de-conflict, and integrate various force protection staff initiatives, policies, and activities within the state. Serves as consultant to the Adjutant General, NC-JFHQ, and unit commanders on force protection. Establishes working relationships with local, state, and federal law enforcement agencies operating within the state on behalf of the Adjutant General. Conducts intelligence integration and information operations to assess potential threat and creates NC-JFHQ-J3-ST FP/AT program. Drafts FP/AT plans, templates, and planning tools for subordinate units, drafts comprehensive anti-terrorism plans considering Weapons of Mass Destruction, directs the use of Random Anti-Terrorism Measures to protect personnel, installations, and Geographically Separated Units (GSU's), and conducts anti-terrorism resource management to prioritize and generate protective measure requirements and Combating Terrorism Readiness Initiative Fund submissions. Reviews practices and activities to ensure compliance with directives and integration with other security and related programs. Provides recommendations, briefings, updates, and staff studies across a broad range of security specialties to influence installation-level decision-making and policy development. Manages and recommends to the JFHQ-J3 on all matters pertaining to the installation Core Vulnerability Assessment Management Program (CVAMP) database. Reviews the data entered by the CVAMP administrator for accuracy, content, and entry completeness. As the NC-JFHQ-J3's delegated CVAMP representative, ensures the recommendation of final priorities of CVAMP entries. Conducts the vulnerability assessment or other force protection surveys to identify specific vulnerabilities of an installation. Reviews and tracks reports and other data produced by the CVAMP.

* 1. Receives, filters, focuses, and fuses information from military intelligence sources, publicly available information sources, and local, state, and federal law enforcement sources to develop a clear understanding of real or potential threat to all state forces and brief the JFHQ-J3 on relevant information. Reviews classified information and determines what information constitutes law enforcement sensitive information; recommends the declassification of military intelligence that is deemed law enforcement sensitive and requires dissemination to local, state, or federal law enforcement agencies operating within the state. that is deemed law enforcement sensitive and requires dissemination to local, state, or federal law enforcement agencies operating within the state.
  2. Responsible for advising the JFHQ-J3 on the overall implementation, oversight, and centralized control of the coordinated anti-terrorism and force protection program for the North Carolina National Guard. Involves all measures related to physical security and operational security for all facilities, arms/munitions storage activities, and personnel. Often interprets broad, non-specific higher headquarters directives for NC-JFHQ-J3 applicability and makes recommendations for implementation. When U.S., DOD, National Officers Bureau, Unified Commands, Army, and Air Force directives are not specific, recommends local force protection procedures and policies based on unique command and operational needs. On a regular basis, accomplishes assignments requiring application of new concepts and theories to security problems not susceptible to treatment by accepted security measures or procedures.
  3. Plans, conducts, and recommends to the JFHQ-J3 on all matters pertaining to site security studies, projects assessments, and surveys of the State in relationship to anti-terrorism and force protection activities. Works with engineers to assess all construction projects within the state to ascertain that FP/AT construction standards are complied with; activities assessed may encompass all security specialties. Analyzes data to identify physical and operations security compliance or non-compliance, vulnerabilities, trends, strengths, and benchmarks. Determines, formulates, coordinates, and recommends specific NC-JFHQ-J3 guidance and actions to correct security deficiencies, overcome vague or competing requirements, promote the growth of sound security procedures and justify major fiscal expenditures and procurement of needed security technology, security aids and equipment, manpower, and infrastructure.
  4. Represents the Adjutant General at meetings, conferences, workshops, panels, etc., at National Guard Bureau, MAJCOM, MACOM and other federal agency levels as the NC-JFHQ-J3 force protection and antiterrorism technical authority. Serves as the principal subject matter advisor to the chairperson for various boards and working groups to include the Force Protection Board and the Threat Working Group. Advises the JFHQ-J3 on the need to, organize, and conduct meetings, conferences, and workshops at the state level to discuss and resolve specific force protection issues or problems, or highlight new security policies, procedures, and requirements. Interacts and meets with other agencies and local authorities such as personnel from the local Homeland Defense Office, FBI, local military installations and facilities, civil authorities, fire departments, hospitals, and airports to provide a forum for the crossflow of information and work together on community issues and threats.
  5. Performs other anti-terrorism force protection duties as required.
  6. Extensive knowledge of a wide range of security specialties, to include physical, personnel, and operational security to identify and resolve conflicting and complex policy and program objectives, and procedures within the security functional area.
  7. Comprehensive, authoritative knowledge of Executive Orders, legislation, and DOD, NGB, United States Arm, (USA), USAF, MACOM and MAJCOM policy requirements, which are used to formulate a comprehensive, integrated state force protection program which meets regulatory requirements and reduces command specific vulnerabilities and allows for the application of innovative and new security theories and concepts to provide overall enhanced security of installation sources and personnel.
  8. Comprehensive knowledge of law enforcement and security policy requirements and procedures to provide recommendations for making key decisions and policy development on short- and long-term security planning.
  9. Comprehensive knowledge of a broad range of security program relationships as well as significant experience in applying appropriate policy requirements in the areas of Incidents, surveys, and resolution of findings and associated elements of physical security and information security
  10. Must be familiar with DOD Regulation 5240.1-R, Executive Order 12333, Air Force Instruction 10- 114, and Army Regulation 380-10.
  11. Working knowledge of FP/AT construction standards to assess installation construction projects. Must articulate effectively and provide advice and recommendations to supervisors and other security experts or groups at higher and lower echelons.
  12. Must use a computer to write reports, access the internet to research intelligence reports and current world events, and to maintain the CVAMP.
  13. Must undertake long-range studies, projects, or forecasts independently as a member of a group, or as the organizer and director with the purpose of enhancing security systems efficiency or influencing future security planning, policies, and programs.
  14. Must quickly assimilate disparate data and render knowledgeable and accurate assessments of the implications of such data; and to apply facts and estimates derived from numerous sources to a variety of problems having different technical aspects.
  15. Trained by successful completion of anti-terrorism procedures at a formal service-approved Level II Anti- Terrorism Training Course. (DoD Approved Course, i.e. FEMA, Army, Air Force, ARNG, ANG, etc.)
  16. Must possess and maintain a **SECRET** security clearance as a condition for employment.

1. **Emergency Management (EM) Program Coordinator (Admin only 1st Shift):**

Implementation, synchronization, integration, and sustainment of an EM program at the state, JFHQ and subordinate ARNG installations/facilities within designated JFHQ AOR.

* 1. Assist to develop and maintain state and JFHQ All Hazard/All Threat Emergency Response Plans. Coordinate with local, state, tribal, federal agency emergency managers to ensure EM plans are mutually supporting and properly integrated.
  2. Assist in the organization of command and staff relationships with regards to EM. Assist in the establishment of a functional state and/or regional Emergency Management Working Group (EMWG).
  3. Shall be the representative to the EM Working Group, when requested, and be responsible for the respective state.
  4. Assist in all emergency planning, coordination, and integration within a state or region.
  5. Assist in the development and dissemination of EM plans, supplemental guidance, and mandatory standards for protecting ARNG installations/facilities, activities and operations related to, preparing for, mitigating the potential effects of, preventing, responding to, and recovering from all multi-agency and/or multi-jurisdictional emergencies on or impacting ARNG installations and facilities.
  6. Provide supplemental policy and planning guidance to subordinate installations/facilities within state or region to assist in establishing an all-hazards risk management program.
  7. Assist subordinate installations/facilities to develop risk and vulnerability assessments as ii relates to specific hazards within respective state/territory/district or assigned region.
  8. Ensure senior commanders/TAGs are aware of their specific responsibilities related to Emergency Management, IAW AR 525-27, and DA PAM 525-27 and DA and ARNG EM policy and guidance.
  9. Assist state and subordinate installations and facilities to establish a training program for all hazards emergency management and response to comply with ARNG policy/guidance.
  10. Ensure installation emergency response teams and personnel training is occurring across state’s NC National Guard.
  11. Assist state or region, subordinate installations, and facilities, establish a community awareness program, to ensure Soldiers, family members, civilians and communities are provided guidance on individual and family emergency preparedness.
  12. Assist in developing a data call process within state to identify EM supporting requirements to include training and exercise support and sustainment of specialized CBRNE/AEFRP (if issued) equipment.
  13. Review state EM assessments, conduct assistance visits to subordinate installations and assist with corrective actions identified during assessment.
  14. Periodically assess installation emergency response capabilities throughout North Carolina.
  15. Assist in the preparation and maintenance of contingency plans for the mediation, mitigation, alert, and response, recovery, of all hazards/ threats or events.
  16. Assist with coordination between federal, state, local, tribal, and Military law enforcement, emergency managers/officials to develop, update, and support the state EM program.
  17. Assist with the development and coordination of Memorandum of Agreements/Memorandum of Understanding (MOA/MOU) between federal, state, local, tribal law enforcement, and emergency services to support ARNG installations/facilities.
  18. Assist with the development and coordination of conducting, publishing and dissemination of annual state/territory/district/region specific EM exercises/assessments and assist subordinate elements in conducting localized EM exercises/assessments.
  19. Ensure state and region complies with EM training requirements set forth by DA and ARNG, consolidate and provide training updates for all ARNG personnel, civilians, and family members. Ensure EM training is incorporated into unit training plans and pre-mobilization training and exercises.
  20. Ensure that community awareness is integrated and synchronize into emergency planning, preparation, and training.
  21. Establish working relationship with state Family Readiness Group (FRGs) to assist in implementing the Ready Officers/Army program to assist Soldiers and families with emergency preparedness.
  22. Assist in conducting quarterly EM reporting requirements for subordinate installations, facilities, and sites.
  23. Assist in conducting annual EM program reviews and evaluations of subordinate EM programs.
  24. Assist in EM resource management and ensure EM funding requirements are identified prior to and during the Program Objective Memorandum (POM) cycle.
  25. Manage/assist, as applicable, state Installation Status Report service 604 entries to ensure the state properly identifies levels of readiness.
  26. Assist in the maintenance of State EM program products on the ARNG GKN portal.
  27. Provide subject matter expertise to state ARNG Commanders and members of EMWG/Protection Working Group.

1. **PROJECT ORGANIZATION**

Vendor shall describe the organizational and operational structure it proposes to utilize for the work described in this RFP and identify the responsibilities to be assigned to each person Vendor proposes to staff the work.

1. **TECHNICAL APPROACH**

Vendor’s proposal shall include, in narrative, outline, and/or graph form the Vendor's approach to accomplishing the tasks outlined in the Scope of Work section of this RFP. A description of each task and deliverable and the schedule for accomplishing each shall be included.

# **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**

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: |  |

6.2 POST AWARD PROJECT REVIEW MEETINGS

The Vendor, at the request of the State, shall be required to meet periodically with the State for Project Review meetings. The purpose of these meetings will be to review project 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.

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 PERIODIC MONTHLY STATUS REPORTS

The Vendor shall be required to provide monthly Management Reports to the designated Contract Lead on a quarterly basis. This report shall include, at a minimum, information concerning the number of full-time and part-time security personnel that are available at each site, number of personnel released from this contract and why (resigned, fired, etc.)*.* These reports shall be well organized and easy to read. The Vendor shall submit these reports electronically using the format required by the Purchasing Agency. The Vendor shall submit the reports in a timely manner (NLT 10TH day of the quarter) and on a regular schedule as agreed by the parties.

Within thirty (30) business days of the award of the Contract the Vendor shall submit a final work plan and a sample report, both to the designated Contract Lead for approval.

6.5 ACCEPTANCE OF WORK

At a minimum, the vendor must provide the following:

**JOINT FORCES HEADQUARTERS COMPLEX** Two (2) Officers per shift 24/7 (ACP 1)

1636 Gold Star Dr One (1) Officers 1st shift 8/5 (ACP 2)

Raleigh NC 27607

**ARMY AVIATION SUPPORT FACILITY 1** Two (2) Officers per shift 24/7

2020 National Guard Dr

Morrisville NC 27560

**ARMY AVIATION SUPPORT FACILITY 2** Two (2) Officers per shift 24/7

1235 National Guard Rd

Salisbury NC 28147

All other positions must be staffed per Section 5.3 Additional Security Admin/Force Protection Officers.

Performance of the work and/or delivery of Goods 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 or Goods are approved as acceptable by the Contract Administrator.

Acceptance of Vendor’s work product shall be based on the following criteria:

Staffed positions IAW 6.5 minimum staffing requirements.

Positions will be staffed, and personnel prepared to work at beginning of shifts. Lack of staff/personnel over five (5) shifts quarterly will be considered not acceptable and reported to the Contract Manager.

The State shall have the obligation to notify Vendor, in writing ten (10) 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.

6.6 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 three (3) 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.

6.7 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.

6.8 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.

6.9 PRICE ADJUSTMENT

Prices proposed by the Vendor shall be firm against any increase for one (1) year from the effective date of the Contract.

Price increase requests shall be submitted in writing to the Contract Manager, 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.

Cost adjustment for employees will be in line with Federal GS grade adjustments and Federal guidelines and approved by the North Carolina National Guard. Grades of positions based on like positions within the federal government. Vendors request for price increase adjustment will incorporate employee raises as well as benefit cost and other adjustments as needed.

6.10 ATTACHMENTS

All attachments to this IFB are incorporated herein, and shall be submitted with response, in the Sourcing Tool. Further, incorporated herein are the following:

**ATTACHMENT B: INSTRUCTIONS TO VENDORS**

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

*<https://ncadmin.nc.gov/formnorth-carolina-instructions-vendors032023/download?attachment>*

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

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*](https://urldefense.com/v3/__https:/www.doa.nc.gov/form-north-carolina-general-terms-and-conditions-11-2023/open__;!!OrxsNty6D4my!-C7mmXGditS_q2Dq3xD-Jyx5847LGHkCfu2N1vFsNjRbeKVng4vBk871pre2BvvhY0u8e64f70a7pkiALIu6JOKVLdt0p43_IGvjQA$)

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**ATTACHMENT A: COST PROPOSAL**

|  |  |  |  |
| --- | --- | --- | --- |
| **POSITION** | **QTY** | **BILL HOURLY RATE** | **Estimated total based on 2080 hours per position** |
| Security Operations Supervisor | **1** |  |  |
| Site Supervisor | **3** |  |  |
| Shift Sergeant | **5** |  |  |
| Armed Security Guards | **As Needed (23,712 base personnel)** |  |  |
| Access Control Tactical Officer | **1** |  |  |
| Access Control Admin Officer | **1** |  |  |
| Deputy State Command Physical Security Officer | **1** |  |  |
| Assistant State Command Physical Security Officer | **1** |  |  |
| Antiterrorism Program Coordinator | **1** |  |  |
| Emergency Management Program Coordinator | **1** |  |  |

**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**](http://ncadmin.nc.gov/businesses/hub) [**Underutilized Businesses**](http://ncadmin.nc.gov/businesses/hub) at 984-236-0130 or [huboffice.doa@doa.nc.gov](mailto:huboffice.doa@doa.nc.gov)

**ATTACHMENT E: CUSTOMER REFERENCE FORM**

Solicitation #: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

**Instructions**: Vendor shall use this template to submit three (3) customer references with its offer.

|  |  |
| --- | --- |
| Name of Customer Organization: |  |
| Customer Reference Name: |  |
| Customer Reference Address: |  |
| Customer Reference Email: |  |
| Start Date: |  |
| End Date: |  |
| Explanation of contract, service agreement, or type of products and quantity provided to the organization: |  |

|  |  |
| --- | --- |
| Name of Customer Organization: |  |
| Customer Reference Name: |  |
| Customer Reference Address: |  |
| Customer Reference Email: |  |
| Start Date: |  |
| End Date: |  |
| Explanation of contract, service agreement, or type of products and quantity provided to the organization: |  |

|  |  |
| --- | --- |
| Name of Customer Organization: |  |
| Customer Reference Name: |  |
| Customer Reference Address: |  |
| Customer Reference Email: |  |
| Start Date: |  |
| End Date: |  |
| Explanation of contract, service agreement, or type of products and quantity provided to the organization: |  |

**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”:**

* 1. 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.

* 1. Specify the manner in which the resources or workers will be utilized:

1. 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.

1. 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 Public Safety 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 Public Safety, 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 Public Safety 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 Public Safety 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.