

STATE OF NORTH CAROLINA

DEPARTMENT OF ADULT CORRECTION

Invitation for Bid #: 52-IFB-1064344338-PJW

Uniformed Armed Security Services – Division of Institutions

Date of Issue: April 29, 2024

Bid Opening Date: May 21, 2024

At 2:00 PM ET

Direct all inquiries concerning this IFB to:

John Poucher

Contract Specialist II

Email: john.poucher@dac.nc.gov

Phone: 919-324-6474



STATE OF NORTH CAROLINA

Invitation for Bid

52-IFB-1064344338-PJW

For internal State agency processing, including tabulation of bids, 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 bid. Failure to do so may subject your bid 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 DEPARTMENT OF ADULT CORRECTION

Refer <u>ALL</u> Inquiries regarding this IFB to the	Invitation for Bid #: 52-IFB-1064344338-PJW
procurement lead through the Message Board in	Bids will be publicly opened: May 21, 2024, at 2:00 PM ET.
the Sourcing Tool. See section 2.5 for details:	
John Poucher	
Using Agency: NCDAC	Commodity No. and Description: 921215 - Guard services
Requisition No.: RQ100340, RQ100315,	
RQ100361, RQ100382	

EXECUTION

In compliance with this Invitation for Bid (IFB), 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 bid, the undersigned Vendor understands that false certification is a Class I felony and certifies that:

- this bid 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 bid, 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 IFB, 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 IFB, the undersigned certifies, for Vendor's entire organization and its employees or agents, that Vendor is not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

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

Failure to execute/sign bid prior to submittal may render bid invalid and it MAY BE REJECTED. Late bids 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 ABOV	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*:	EMAIL:							

VALIDITY PERIOD

Offer shall be valid for at least ninety (90) 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 IFB.

ACCEPTANCE OF BIDS

If your bid is accepted, all provisions of this IFB, 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 the Department of Adult Correction)

Contents

5
5
5
5
5
5
6
6
7
7
8
8
8
8
ION8
9
9
10
10
10
10
10
11
11
11
13
13
13
13
14
14
14
•••

Bid Numbe	er: 52-IFB-1064344338-PJW Vendor:	
5.2	REQUIREMENTS	7
5.3	SECURITY OFFICERS)
6.0	CONTRACT ADMINISTRATION)
6.1	CONTRACT MANAGER20)
6.2	POST AWARD PROJECT REVIEW MEETINGS20)
6.3	CONTINUOUS IMPROVEMENT)
6.4	PERIODIC WEEKLY STATUS REPORTS)
6.5	FAITHFUL PERFORMANCE21	l
6.6	TRANSITION ASSISTANCE	l
6.7	DISPUTE RESOLUTION	l
6.8	CONTRACT CHANGES	I
6.9	ATTACHMENTS21	I
6.10	DAC ADDITIONAL TERMS22	2
ΑΤΤΑ	CHMENT A: PRICING FORM23	3
ΑΤΤΑ	CHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION24	ł
ΑΤΤΑ	CHMENT E: CUSTOMER REFERENCE TEMPLATE26	5
ΑΤΤΑ	CHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR	7
ΑΤΤΑ	CHMENT G: CERTIFICATION OF FINANCIAL CONDITION	3
ΑΤΤΑ	CHMENT H: CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, & COOPERATIVE AGREEMENTS	•
ΑΤΤΑ	CHMENT I: ALCOHOL/DRUG-FREE WORKPLACE POLICY)
ΑΤΤΑ	CHMENT J: SITE LOCATIONS	ł
ΑΤΤΑ	CHMENT K: PROOF OF LICENSURE AND CERTIFICATION BY PRIVATE PROTECTIVE SERVICES BOARD OF THE STATE OF NORTH CAROLINA	ł

1.0 PURPOSE AND BACKGROUND

The purpose of this Invitation for Bids is to seek competitive sealed bids from qualified vendors to establish an Agency Specific Term Contract to provide Uniformed Armed Security Officer Services to protect various correctional institutions around the state that are owned by the North Carolina Department of Adult Correction (NC DAC) Division of Institutions (DOI). The required services include the provision of officers and site supervisors for gatehouse searches, tower assignments, and roving patrol assignments at various DOI locations as detailed below.

Correctional agencies across the nation, including North Carolina's Department of Adult Correction, have experienced a decline in recruitment and retention of correctional staff working in prisons. These frontline staff are necessary to carry out the daily security duties at facilities. The use of private security has been authorized by North Carolina state statute and the contract of this service is critical to continually provide safety and security at prisons.

To facilitate the bidding process and agency control, DAC facilities covered under this IFB have been divided into four (4) geographic areas-regions: Eastern, Central, South Central, and Western. Vendors responding to this IFB shall bid complete areas only and may bid on one complete region or as many of the regions listed as desired. For bidding purposes, a region shall not be split. All locations in a particular region must be covered, none may be excluded.

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

1.1 CONTRACT TERM

The Contract shall have an initial term of one (1) year, beginning on the date of final Contract execution (the "Effective Date") or July 01, 2024, whichever is later.

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

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

2.0 GENERAL INFORMATION

2.1 INVITATION FOR BID DOCUMENT

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

2.2 E-PROCUREMENT FEE

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

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

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 IFB 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 IFB 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 IFB.

Bid Number: 52-IFB-1064344338-PJW

Vendor:

If Vendors have questions or issues regarding any component of this IFB, those must be submitted as questions in accordance with the instructions in the BID 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 IFB 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 bid or otherwise. This applies to any language appearing in or attached to the document as part of the Vendor's bid that purports to vary any terms and conditions or Vendors' instructions herein or to render the bid non-binding or subject to further negotiation. Vendor's bid shall constitute a firm offer that shall be held open for the period required herein ("Validity Period" above).

The State may exercise its discretion to consider Vendor proposed modifications. By execution and delivery of this IFB Response, the Vendor agrees that any additional or modified terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect, and will be disregarded unless expressly agreed upon during negotiations and incorporated by way of a Best and Final Offer (BAFO). Noncompliance with, or any attempt to alter or delete, this paragraph shall constitute sufficient grounds to reject Vendor's bid as nonresponsive.

2.4 IFB SCHEDULE

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

Event	Responsibility	Date and Time
Issue IFB	State	April 29, 2024
Submit Written Questions	Vendor	May 08, 2024, by 2:00 PM ET
Provide Response to Questions	State	May 15, 2024
Submit Bids	Vendor	By 2:00 PM ET on May 21, 2024.
		Microsoft Teams Need help?
		Join the meeting now
		Meeting ID: 256 719 493 058
		Passcode: 4MTqEe
		Dial-in by phone
		+1 984-204-1487,,632335935# United States,
		Raleigh
		Find a local number
		Phone conference ID: 632 335 935#
		Join on a video conferencing device
		Tenant key: ncgov@m.webex.com
		Video ID: 118 773 468 4
Contract Award	State	TBD

2.5 BID QUESTIONS

Upon review of the IFB documents, Vendors may have questions to clarify or interpret the IFB in order to submit the best bid possible. To accommodate the Bid Questions process, Vendors shall submit any such questions by the "Submit Written Questions" date and time provided in the IFB 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 IFB SCHEDULE Section of this IFB. Vendors will enter "IFB # 52-IFB-1064344338-PJW – Questions" as the subject of the message. Question submittals should include a reference to the applicable IFB 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 IFB. 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 IFB, shall be considered authoritative or binding. Vendors shall rely *only* on written material contained in the IFB and an addendum to this IFB.

2.6 BID SUBMITTAL

IMPORTANT NOTE: <u>This is an absolute requirement</u>. 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. <u>It is the Vendor's sole responsibility to ensure its bid has been received as described in this IFB by the specified time and date of opening</u>. Failure to submit a bid in strict accordance with instructions provided shall constitute sufficient cause to reject a Vendor's bids(s). Solicitation responses are subject to Sealed Bidding requirements.

Vendor's bids 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: <u>https://eprocurement.nc.gov/training/vendor-training</u>

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 Bids submitted through the Content Section of the Ariba Sourcing Event will be considered. Bids submitted through the Message Board will not be accepted or considered for award.

If confidential and proprietary information is included in the bid, also submit one (1) signed, REDACTED copy of the bid. 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 bid with its bid submission, the Department may release an unredacted version if a record request is received.

2.7 BID CONTENTS

Vendors shall provide responses to all questions and complete all attachments for this IFB 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 bid, in the State's sole discretion.

Vendors shall upload the following items and attachments in the Sourcing Tool:

- a) Completed and signed version of all EXECUTION PAGES, along with the body of the IFB.
- b) Signed receipt pages of any addenda released in conjunction with this IFB, if required to be returned.
- c) Vendor's Response. Section 4.6.5 Vendor Background Check Agreement, 4.10 Vendor Certification, and 6.1 Contract Manager
- d) Completed version of ATTACHMENT A: PRICING FORM
- e) Completed and signed version of ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION
- f) Completed and signed version of ATTACHMENT E: CUSTOMER REFERENCE FORM

Vendor:

- g) Completed and signed version of ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR
- h) Completed and signed version of ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION
- i) Completed and signed version of ATTACHMENT H: CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS and OMB STANDARD FORM LLL
- j) ATTACHMENT I: ALCOHOL/DRUG FREE WORKPLACE POLICY
- k) ATTACHMENT K: PROOF OF LICENSURE AND CERTIFICATION BY PRIVATE PROTECTIVE SERVICES BOARD OF THE STATE OF NORTH CAROLINA

2.8 ALTERNATE BIDS

Unless provided otherwise in this IFB, Vendor may submit alternate bids for comparable Goods, various methods or levels of Service(s), or that propose different options. Alternate bid must specifically identify the IFB requirements and advantage(s) addressed by the alternate bid. Each bid must be for a specific set of Goods and Services and must include specific pricing. If a Vendor chooses to respond with various offerings, Vendor shall follow the specific instructions for uploading Alternate Bids in the Sourcing Tool.

2.9 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

Relevant definitions for this IFB 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.

3.0METHOD OF AWARD AND BID EVALUATION PROCESS

3.1 METHOD OF AWARD

North Carolina G.S. 143-52 provides a general list of criteria the State shall use to award contracts, as supplemented by the additional criteria herein. The Goods or Services being procured shall dictate the application and order of criteria; however, all award decisions shall be in the State's best interest.

All responsive bids will be reviewed, and an award or awards will be based on the responsive bid(s) offering the lowest price per region that meets the specifications provided herein, to include any required verifications set out here in such as but not limited to past performance, references, and financial documents.

While the intent of this IFB 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 regions to not award one or more regions, or to cancel this IFB 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 bids received.

3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

While this IFB 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 COMMUNICATOINS BY VENDORS

Each Vendor submitting a bid to this IFB, 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 bid 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

Vendor:

for this IFB or inquiries directed to the purchaser named in this IFB regarding requirements of the IFB (prior to proposal submission) or the status of the award (after submission) are excepted from this provision.

3.3 BID EVALUATION PROCESS

Only responsive submissions will be evaluated.

The State will conduct an evaluation of responsive Bids, as follows:

Bids will be received according to the method stated in the Bid Submittal section above.

All bids must be received by the issuing agency not later than the date and time specified in the IFB 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 IFB SCHEDULE Section above, unless modified by Addendum, the bids 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 is authorized pursuant to G.S. 143-49 and 01 NCAC 05B.0503, only the names of offerors and the Goods and Services offered shall be tabulated at the time of opening. Cost and price shall become available for public inspection at the time of the award. Interested parties are cautioned that these costs and their components are subject to further evaluation for completeness and correctness and therefore may not be an exact indicator of a Vendor's pricing position.

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

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

Upon completion of the evaluation process, the State will make Award(s) based on the evaluation and post the award(s) to *the electronic Vendor Portal (eVP)*, <u>https://evp.nc.gov</u>, under the IFB number for this solicitation. Award of a Contract to one Vendor does not mean that the other bids lacked merit, but that, all factors considered, the selected bid was deemed most advantageous and represented the best value to the State.

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

3.4 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 IFB, the State may also consider, for purposes of evaluating proposed or actual <u>contract performance outside of</u> <u>the United States</u>, how that performance may affect the following factors to ensure that any award will be in the best interest of the State:

- a) Total cost to the State
- b) Level of quality provided by the Vendor
- c) Process and performance capability across multiple jurisdictions
- d) Protection of the State's information and intellectual property
- e) Availability of pertinent skills
- f) Ability to understand the State's business requirements and internal operational culture
- g) Particular risk factors such as the security of the State's information technology
- h) Relations with citizens and employees
- i) Contract enforcement jurisdictional issues

3.5 INTERPRETATION OF TERMS AND PHRASES

This IFB 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 bids 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 IFB. Except as specifically stated in the IFB, 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 bid in its entirety.

4.0 REQUIREMENTS

This Section lists the requirements related to this IFB. By submitting a bid, 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 IFB. 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 bid, the Vendor is urged to submit these items in the form of a question during the question and answer period in accordance with the Bid Questions Section above.

4.1 PRICING

Bid 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: PRICING FORM** 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 – Payment under this contract shall be a flat rate, per Vendor employee provided for every hour of service. Supervisory, overtime and holiday pay rates for work hours shall <u>not</u> be allowed under this contract. In order 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, subject to the minimum rates just below. **Please calculate total cost for a year. Positions may be cut or added based on funding, 30-day notice will be provided for any staffing additions or deletions.**

THE SUCCESSFUL VENDOR SHOULD PAY ITS OFFICERS PERFORMING SERVICES UNDER THIS CONTRACT AT THE FOLLOWING MINIMUM RATES, PER CATEGORY OF EMPLOYEE:

POSITION	BILL RATE	QTY	MINIMUM PAY RATES
Security Officer	Submitted by Vendor	596	\$21.00 Hourly
Site Supervisor (Sgt)	Submitted by Vendor	132	\$28.00 Hourly

4.2 INVOICES

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

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

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

4.3 FINANCIAL STABILITY

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

Each Vendor shall certify it is financially stable by completing **ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION**. The State is requiring this certification to minimize potential issues from contracting with a Vendor that is financially unstable. From

Vendor:

the date of the Certification to the expiration of the Contract, the Vendor shall notify the State within thirty (30) days of any occurrence or condition that materially alters the truth of any statement made in this Certification. The Contract Manager may require annual recertification of the Vendor's financial stability.

4.4 HUB PARTICIPATION

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

4.5 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 may 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 may be considered in the evaluation of the Bid.

4.6 BACKGROUND CHECKS

4.6.1 GENERAL INFORMATION

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

The following requirements must be met:

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

4.6.2 BACKGROUND CHECK REQUIREMENTS

As part of Vendor's criminal background checks, the details below must be provided to the State:

- a) Any **criminal felony conviction**, or conviction of any crime involving moral turpitude, including but not limited to fraud, misappropriation or deception, of Vendor, its officers or directors, or any of its employees or other personnel to provide Services on this project of which Vendor has knowledge, or provide a statement that Vendor is aware of none;
- b) Any **criminal investigation** for any offense involving moral turpitude, including, but not limited to fraud, misappropriation, falsification or deception pending against Vendor of which it has knowledge, or provide a statement Vendor is aware of none;
- c) Any **regulatory sanctions** levied against Vendor or any of its officers, directors or its professional employees expected to provide Services on this project by any state or federal regulatory agencies within the past three years or a statement that

there are none. As used herein, the term "regulatory sanctions" includes the revocation or suspension of any license or certification, the levying of any monetary penalties or fines, and the issuance of any written warnings;

- d) Any **regulatory investigations** pending against Vendor or any of its officers, directors or its professional employees expected to provide Services on this project by any state or federal regulatory agencies of which Vendor has knowledge, or provide a statement that there are none.
- e) Any **civil litigation**, arbitration, proceeding, or judgments pending against Vendor during the three (3) years preceding submission of its bid herein, or provide a statement that there are none.

4.6.3 BACKGROUND CHECK LIMITATIONS

Any individual representing the Vendor, who:

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

4.6.4 DOCUMENT REQUIREMENTS

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

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

4.6.5 VENDOR BACKGROUND CHECK AGREEMENT

Vendor agrees to conduct a criminal background check per the specifications above in this section on all employees proposed to work under this Contract, at its expense, and provide the required documentation to the State in order to perform Services under this Contract:



4.7 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 bid 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.

4.8 VENDOR'S REPRESENTATIONS

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

4.9 AGENCY INSURANCE REQUIREMENTS MODIFICATION

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

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

4.10 VENDOR CERTIFICATION

Vendor shall be licensed and certified by the Private Protective Services Board of the State of North Carolina to provide armed security guards. Please see the enclosed website for further information: <u>https://www.ncdps.gov/About-DPS/Boards-Commissions/Private-Protective-Services-Board</u>. All licensure must be maintained for the term of any and all contracts and renewals resulting from this IFB.

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

- a) Vendor is licensed and certified by the Private Protective Services Board of the State of North Carolina:
 - YES _____ NO _____
- b) Vendor has attached evidence of licensure and certification by the Private Protective Services Board of the State of North Carolina:
 - YES _____ NO _____

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

5.0 SPECIFICATIONS AND SCOPE OF WORK

5.1 SPECIFICATIONS

The North Carolina Department of Adult Correction reserves the right to add or delete locations during the term of the contract and further reserves the right to add or delete quantities of staff at facilities in the same geographic region upon (30) days written notice to the Vendor throughout the term of the contract to include any extensions.

The awarded Vendor(s) shall furnish Uniformed Armed Security Officer Services to protect the premises owned by the NC DAC DOP as stipulated below: (Locations listing a Staffing Date of TBD may be added at a later date during the life of the contract) Site addresses for locations are listed on **ATTACHMENT J: SITE LOCATIONS**.

#	Facility	Region	Security Officers Per Shift	Total Security Officers	Site Supervisor (SGT.) Per Shift	Total Site Supervisor (SGT.)	Notes	Staffing Date
	Eastern Reg	ion			•			
1.	Bertie Cl	Eastern	4	16	1	4	Gatehouse, PPV	7/1/24
2.	Carteret CC	Eastern	1	4	N/A	N/A	Gatehouse	TBD
3.	Craven Cl	Eastern	4	16	1	4	Gatehouse PPV	7/1/24
4.	Eastern Cl	Eastern	8	32	1	4	6 Towers, Gatehouse	7/1/24
5.	Greene Cl	Eastern	1	4	N/A	N/A	Gatehouse	TBD
6.	Hyde Cl	Eastern	1	4	N/A	N/A	Gatehouse	TBD
7.	Johnston Cl	Eastern	1	4	N/A	N/A	Gatehouse	TBD
8.	Maury Cl	Eastern	4	16	1	4	Gatehouse, PPV	7/1/24
9.	Neuse Cl	Eastern	4	16	1	4	Gatehouse, PPV	7/1/24
10.	Roanoke River Cl	Eastern	5	20	1	4	Gatehouse, PPV, Tower	7/1/24
11.	Pamlico CI	Eastern	4	16	1	4	Gatehouse, PPV	7/1/24
12.	Pasquotank Cl	Eastern	3	12	1	4	Gatehouse, PPV	7/1/24
13.	Tyrrell PWF	Eastern	1	4	N/A	N/A	Gatehouse	TBD
	Region Total for	7/1/2024 St	affing Date	144		32		

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	Central Regio	on						
1.	Anson Cl		7	28	1	4	Gatehouse/PPVs for Main Unit/Searches, 5 @ Main Facility, and 2 @ Min Facility = 7 Total	7/1/24
2.	Caswell CI	Central	3	12	1	4	EIS, 2 Rover Patrols	7/1/24
3.	Central Prison	Central	7	28	1	4	Central Prison	7/1/24
4.	Dan River PWF	Central	1	4	N/A	N/A	Gatehouse	TBD
5a.	Franklin Cl Day	Central	6	12	1	2	6 officers on day rotations	7/1/24
5b.	Franklin Cl Night	Central	4	8	1	2	4 officers on night rotations	7/1/24
6.	Granville Cl	Central	3	12	1	4	Gatehouse, PPV	7/1/24
7.	Nash Cl	Central	4	16	1	4	Gatehouse, PPV	7/1/24
8.	NC Correctional Institution for Women (NCCIW)	Central	4	16	1	4	Gatehouse, PPV	7/1/24
9.	North Piedmont CRV	Central	1	4	N/A	N/A	Gatehouse	TBD
10.	Orange CC	Central	1	4	N/A	N/A	Gatehouse	TBD
11.	Randolph CC	Central	1	4	N/A	N/A	Gatehouse	TBD
12.	Wake CC	Central	1	4	N/A	N/A	Gatehouse	TBD
13a.	Warren Cl	Central	4	4	0	0	Monday-Thursday 10-hour shift only	7/1/24
13b.	Warren Cl	Central	7	28	1	4	Gatehouse, PPV, Tower	7/1/24
14.	Western Correctional Center for Women	Central	1	4	N/A	N/A	Gatehouse	TBD
	Region Total for 7	7/1/2024 Sta	affing Date	164		32		
	South Centra	al Region						
1.	Albemarle Cl	South Central	4	16	1	4	Gatehouse, PPV	7/1/24
2a.	Columbus Cl (Day)	South Central	6	12	1	2	6 officers on day rotations	7/1/24
2b.	Columbus Cl (Night)	South Central	4	8	1	2	4 officers on night rotations	7/1/24

Bid Number: 52-IFB-1064344338-PJW

Vendor: ______

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3.	Harnett Cl	South Central	5	20	1	4	Gatehouse, PPV, Tower	7/1/24
4.	Lumberton CI	South Central	4	16	1	4	Gatehouse, PPV	7/1/24
5.	New Hanover CC	South Central	1	4	N/A	N/a	Gatehouse	7/1/24
6.		South						7/1/24
	Pender Cl	Central	4	16	1	4	Gatehouse, PPV	
7.	Richmond CI	South Central	5	20	1	4	Gatehouse, PPV	7/1/24
8.		South						TBD
	Robeson CRV	Central	1	4	N/A	N/A	Gatehouse	
9.	Sampson Cl	South Central	4	16	1	4	PPV, Tower	7/1/24
10.		South						TBD
-	Sanford CC	Central	1	4	N/A	N/A	Gatehouse	
11.	Scotland CI	South Central	4	16	1	4	Gatehouse, PPV	7/1/24
12.	Southern Cl	South Central	4	16	1	4	Towers	7/1/24
13.	Tabor Cl	South Central	4	16	1	4	Gatehouse, PPV	7/1/24
	Region Total for	7/1/2024 Sta	affing Date	176		40		
	Western Reg	gion				L		
1.	Alexander Cl	Western	4	16	1	4	Gatehouse, PPV	7/1/24
2.		Western						7/1/24
	Avery Mitchell Cl		4	16	1	4	Gatehouse, PPV	
					NI / A	NI / A	Gatehouse	TBD
3.	Burke CRV	Western	1	4	N/A	N/A	Gutenbuse	
	Burke CRV Caldwell CC	Western Western	1	4	N/A N/A	N/A N/A	Gatehouse	TBD
4.								TBD TBD
4. 5.	Caldwell CC	Western	1	4	N/A	N/A	Gatehouse	
4. 5. 6.	Caldwell CC Catawba CC	Western Western	1	4	N/A N/A	N/A N/A	Gatehouse Gatehouse	TBD
4. 5. 6. 7.	Caldwell CC Catawba CC Craggy Cl	Western Western Western	1 1 4	4 4 16	N/A N/A 1	N/A N/A 4	Gatehouse Gatehouse Gatehouse, PPV	TBD 7/1/24
4. 5. 6. 7. 8.	Caldwell CC Catawba CC Craggy Cl Davidson CC Foothills CI*	Western Western Western Western	1 1 4 1	4 4 16 4	N/A N/A 1 N/A	N/A N/A 4 N/A	Gatehouse Gatehouse Gatehouse, PPV Gatehouse	TBD 7/1/24 TBD
4. 5. 6. 7. 8. 9.	Caldwell CC Catawba CC Craggy Cl Davidson CC	Western Western Western Western	1 1 4 1 4	4 4 16 4 16	N/A N/A 1 N/A 1	N/A N/A 4 N/A 4	Gatehouse Gatehouse Gatehouse, PPV Gatehouse Gatehouse Gatehouse Gatehouse Gatehouse	TBD 7/1/24 TBD 7/1/24 700
4. 5. 6. 7. 8. 9.	Caldwell CC Catawba CC Craggy Cl Davidson CC Foothills CI* Forsyth CC	Western Western Western Western Western	1 1 4 1 4 1 1	4 4 16 4 16 4	N/A N/A 1 N/A 1 N/A	N/A N/A 4 N/A 4 N/A	Gatehouse Gatehouse Gatehouse, PPV Gatehouse Gatehouse Gatehouse Gatehouse Gatehouse Gatehouse Gatehouse Gatehouse	TBD 7/1/24 TBD 7/1/24 TBD 7/1/24 TBD
 3. 4. 5. 6. 7. 8. 9. 10. 11. 112. 	Caldwell CC Catawba CC Craggy Cl Davidson CC Foothills CI* Forsyth CC Gaston CC	Western Western Western Western Western Western	1 1 4 1 4 1 1 1	4 4 16 4 16 4 4 4	N/A N/A 1 N/A 1 N/A N/A	N/A N/A 4 N/A 4 N/A N/A	GatehouseGatehouseGatehouse, PPVGatehouseGatehouseGatehouse PPVGatehouseGatehouseGatehouse	TBD 7/1/24 TBD 7/1/24 TBD 7/1/24 TBD TBD TBD TBD

Bid Nu	mber: 52-IFB-1064	344338-PJW		Vend	dor:			
14.	Piedmont Cl	Western	4	16	1	4	Gatehouse, PPV	7/1/24
15.	Rutherford CC	Western	1	4	N/A	N/A	Gatehouse	TBD
16.	Wilkes CC	Western	1	4	N/A	N/A	Gatehouse	TBD
	Region Total for 7/1/2024 Staffing Date			112		28		
	4 Region Total			596		132		

Shifts shall be 6:00 am - 6:00 pm and 6:00 pm – 6:00 am, 24/7, unless stated differently above. Any changes to shifts shall be mutually agreed upon in writing between the Vendor and the facility Warden.

5.2 REQUIREMENTS

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

- A. Provide Uniformed Armed Security Officers that shall: maintain the position of roving patrol or, towers (depending on physical plant) and gatehouse operations, to include the search of all incoming personnel, visitors and any bags, boxes, containers or vehicles attempting to pass through the gatehouse or vehicle sallyport. Gatehouse entrance and exit controls, sallyport entrance and exit controls, Electronic Intrusion Systems supervision, facility security and/or maintenance alert systems and weapons & vehicle issuance. The Sergeant will primarily function within the gatehouse due to the need for flexibility. The Sergeant will report directly to the Officer-In-Charge (OIC) of the facility and will provide relief to security officers when necessary.
- B. Ensure that the Security Officers are competent, trustworthy, and present for all duty hours at the location designated by the State.
- C. Security Officers shall be required to have Identification Cards prior to starting work. Access Cards will be provided by the Division of Institutions.
- D. Designate representatives (i.e. Shift Sgt.) to provide direct oversight of the Security Officers. Designated representatives shall be available at all times to report to and confer with agents of the State, regarding the Vendor's services. The Vendor shall ensure any changes (i.e. personnel, schedule, etc.) do not impact the requirement to provide services on a basic schedule. Hours are approximations, based on funding, the number of hours could significantly increase or decrease when specific staffing shortages or emergency situations arise.
- E. Ensure that daily time sheets and invoices are mailed or delivered to offices as directed by the State. Such invoices are payable to the Vendor by the State, on or before the 30th date of the month following services. Administrative requirements associated with daily time sheets must not adversely impact the required security personnel.
- F. Vendor shall provide a Project Manager, available 24 hours a day, during the term of the contract, to oversee Vendor's contract performance which shall include but not be limited to general information, scheduling, complaints, etc.
- G. Ensure that background investigation reports are completed on all Security Officers used for this contract and documentation provided to DAC as requested. The background investigation shall meet at a minimum, the Private Protective Services standards which include:
 - i. Police records check from local police department and county sheriff's department.
 - ii. National Crime Information Center records check.
 - iii. Federal Bureau of Investigation fingerprint check.
 - iv. Check of all references provided by the Security Officers.
- H. Vendor shall furnish uniforms to the Security Officers. The uniform shall be composed of tan cargo style pants (5.11 or Propper), black polo (Moisture Wicking material) with a stitched or sewn on badge, black boots, and a tan ball cap style hat. This hat will include a hook and loop section to allow for a US flag patch to be affixed. Uniforms shall be neat, clean, and pressed at all times.
- I. Security Officers will not require chemical suits.
- J. Vendor shall ensure that all Security Officers meet the following minimum standards:

- i. Be at least 21 years of age.
- ii. Be a citizen of the United States.
- iii. Have a valid North Carolina driver's license.
- iv. Have a valid Private Protective Services security registration.
- v. Must be licensed to possess and carry a pistol of 9mm or higher, while performing duties
- vi. Speak English effectively.
- vii. Be of good moral character and temperate habits. Any of the following within the last five (5) years shall be a prima facie evidence that the Officers does not have good moral character or temperate habits:
 - a) Conviction by a local, state, federal, or military court of any crime involving the illegal use, carrying or possession of firearms.
 - b) Conviction of any crime involving the illegal use, possession, sale, manufacture, distribution, or transportation of a controlled substance, drug, narcotic, or alcoholic beverage.
 - c) Conviction of a crime involving felonious assault or an act of violence.
 - d) Conviction of any crime involving unlawful breaking and/or entering or burglary. **NOTE:** For the purposes of (c) and (d) above, "conviction" means and includes the entry of a plea of guilty, plea of no contest or a verdict of guilty.
 - e) Any felony conviction.
 - f) A history of addiction to alcohol or a narcotic drug use. (Correctional Officer screening process will be used as the standard)
 - g) Declaration by a court or competent jurisdiction of being incompetent by reason of mental disease or defect, voluntary commitment of himself/herself to an institution for treatment of mental disease or defect, or involuntarily commitment to an institution of mental disease or defect by a district court judge.
 - h) All Security Officers shall have their I-9 Employment Eligibility Verification verified through the Federal E-Verify System.
- K. The Vendor shall require all Security Officers to pass the Physical Agility Test prior to employment consisting of the following requirements:
 - i. 9 (female) and 21 (male) pushups within two minutes (2:00).
 - ii. One and one half (1 ¹/₂) mile run within seventeen minutes and thirty seconds (17:30).
 - iii. Vendor shall provide Physical Agility Test results as requested.
- L. The Vendor shall ensure Security Officers meet the following personal appearance requirements:
 - i. Hair must be neat and clean at all times. It shall not cover any part of the ear or shirt collar and it should appear neat when a hat is worn.
 - ii. Mustaches, when worn, shall be clean and neatly trimmed.
 - iii. General appearance shall be clean and neat at all times when on duty.
 - iv. Shall be drug/alcohol free when scheduled to report for duty.
 - v. Tattoos must be respectable or concealed.
 - Vi. A face covering must be worn at all times while on duty in accordance with Agency Policy and Procedures.
 Face coverings must not detract from the uniform and must be free of political ideologies and/or verbiage that may be considered offensive to other individuals.
- M. The Vendor shall meet the following scheduling requirements:
 - i. The Vendor must furnish Security Officers in accordance with the schedule and staffing criteria as described in 5.0 Scope of Work, #1 above.

Vendor:

- The Vendor shall ensure emergency scheduling due to illness or unforeseen circumstances. The Vendor shall be able to furnish at least two (2) qualified Security Officers for each of the DOI units within one and a half (1 ½) hours from the time of notification.
- iii. Replacement: Should a Security Officer be deemed unacceptable by appropriate DOI officials or Vendor onsite supervisor upon reporting for duty, the Vendor shall provide an acceptable Security Officer within one (1) hour from time of notification.
- N. Vendor shall ensure Security Officers detailed to perform security Services under this contract shall be supplied, trained, and qualified with weapons and ammunition provided by the Vendor and approved by NCDAC Prisons Director of Operations. (Vendor should be prepared to provide weapons comparable to what is presently authorized and in use at Prison locations which are: .40 caliber handgun and 12-gauge shotgun.) Vendor will supply handcuffs, ballistic body armor level III, collapsible baton, personal chemical protective spray (commonly known as "pepper spray") and ensure employees are trained in unarmed restraining techniques. Vendor will also supply personal protective equipment (PPE) to staff during COVID-19, as necessary for contact with other employees and/or the general public. Security Officers assigned to some posts will receive training on and be responsible for vehicles owned by the DAC. 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. Security Officers and Sergeants assigned to correctional facilities shall be required to attend and successfully complete all necessary training directly associated with the assigned job duties. Officers and Sergeants must also become proficient and knowledgeable of facility Standard Operating Procedures (SOP's) and Division Policy & Procedures governing related operations.
- O. Each Security Officer shall receive, at a minimum, semi-annual refresher training related to their assigned post.
- P. 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.
- Q. The Security Officers shall not make personal calls on facility phones while on duty. The Vendor shall compensate the DAC DOI for personal calls made by the Security Officers and charged to the DOI.
- R. Should it become necessary for an employee of the DAC/DOI to perform security duties, due to the delinquency or release of assigned Security Officers, it shall be the responsibility of the Vendor to compensate the DAC/DOI employees at one and one half normal rate of pay for that employee, for the period the DAC/DOI employee augments the security forces.
- S. The Vendor and each of its employees must be registered with the NC Private Protective Services Board in order to provide security services in the State of North Carolina. The DAC DOI reserves the right to deny individuals the right to work at any DAC DOI location.
- T. Non-NCDAC weapons and/or equipment shall not be warehoused at a prison facility.
- U. Personnel provided under this contract shall be contract workers and shall not be considered employees of the State of North Carolina or DOI.

The employment of former NCDAC or NCDPS staff who were dismissed or resigned under investigation is not acceptable.

5.3 SECURITY 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: Correctional Facilities Uniformed Armed Security Officers and Sergeant duties.

- A. **Gatehouse Control** Officer is responsible for controlling the external entrance and exit doors in prison gatehouse. Additional duties may include the control of external vehicle sallyport gates and the monitoring of security and/or maintenance emergency systems such as fire alarms or activity alerts generated by facility systems.
- B. Electronic Intrusion System (EIS) Officer is responsible for visually monitoring an electronic system that has sensors mounted to a fence that detects encroachment by a person attempting to climb, cut or tamper with the fence. Sensors

Vendor:

are connected to a computer that records all detections, gives an alarm and displays the location of the intrusion. Officers assigned to this post will be responsible for properly communicating any potential threats based on the alert.

- C. **Roving Patrol** Perimeter Patrol Vehicle (PPV) A motor vehicle equipped with radio communication driven by an armed Officer who detects and deters escapes and intrusions around the circumference or outside of the fence line. The Officer is responsible for responding with deadly force, if necessary, to threats of that may occur at or near the perimeter fence.
- D. Search Persons/Property Staff assigned to gatehouse operations will be responsible for searching all persons and property for unauthorized items and to maintain safety and security by utilizing walk-thru and handheld metal detection. Officers will also be responsible for conducting routine searches (pat/frisk), as defined in DAC DOI Policy and Procedures, of all persons entering the facility.
- E. Vehicle Sallyport Search Staff assigned to gatehouse operations or roving patrol could be responsible for the search of all incoming and outgoing vehicles as defined by DAC DOI policy.
- F. **Issuance of Weapons, Keys and Equipment** Staff assigned to gatehouse operations will be responsible for the issuance and accountability of duty weapons/ammunition, keys (vehicle/gate) and any security related equipment issued from the gatehouse.
- G. **Tower** Staff assigned to tower operations will be responsible for maintaining sightline of the perimeter fence and the offender population within the perimeter fence. This staff will be required to use deadly force to prevent the escape of felon offenders.

6.0 CONTRACT ADMINISTRATION

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

6.1 CONTRACT MANAGER

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 quarterly 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 WEEKLY STATUS REPORTS

The Vendor shall be required to provide Management Reports that provide the number of total staff hired and assigned to a site, the number of vacant positions, the number of persons currently in-process and/or training to the designated Contract Lead on a weekly basis. This report shall include, at a minimum, information concerning any follow up actions planned or taken to ensure the recruitment and retention of staff at the selected locations is maintained at an acceptable level. 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 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 FAITHFUL PERFORMANCE

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

Performance Bond – Upon notification of award by the state the vendor shall, within 14 calendar days, be required to furnish a performance bond of 100% of the annual contract price to ensure full and complete performance for the duration of the contract, including extension(s). The bond must be emailed to the DAC Purchasing Agent and address listed on the title page. Such bond shall be issued by a surety company which is licensed to do business in the State of North Carolina and is acceptable to the State. In case of default by the vendor, DAC may procure the services from other sources and hold the vendor responsible for excess cost occasioned through default. The vendor shall be assessed any costs or damages due DAC. The vendor will be liable for any damages due and for any excess costs of obtaining the services for the balance of their original contact period and any extension(s).

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

6.7 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 done through the contract administrator.

6.9 ATTACHMENTS

All attachments to this IFB are the copies found within the Ariba Sourcing Tool, and are incorporated herein, and shall be submitted by responding in the Sourcing Tool.

6.10 DAC ADDITIONAL TERMS

- 1. <u>ALCOHOL/DRUG FREE WORK PLACE POLICY</u>: A copy of the Department's Alcohol/Drug Free Work Place Policy is attached to this solicitation. The contractor shall use reasonable and good faith efforts to ensure that employees/staff are aware of the Department's policy. The contractor understands that its employees/staff are required to abide by these standards. The contractor further understands that possession, use, manufacture, or distribution of illegal drugs or alcohol in violation of this policy, by employees/staff participating in the performance of this contract, may result in immediate termination of this contract for cause.
- 2. PREA: The NC Department of Adult Correction is committed to a standard of zero-tolerance pertaining to unduly familiar or sexually abusive behavior either by another juvenile or by staff, volunteer, vendor, contractor or party. Staff, volunteers, vendors, contractors or parties are strictly prohibited from engaging in personal dealings or any conduct of a sexual nature with any inmate or juvenile. Conversation and conduct with any inmate or juvenile must be professional at all times. Sexual acts between a juvenile or inmate and staff, volunteer, vendor, contractor or party may violate North Carolina law. Additionally, sexual acts between a juvenile or inmate and staff member will contradict the standards of the federal Prison Rape Elimination Act of 2003 (PREA). Such acts also may be punishable, at a minimum, as a Class E felony in North Carolina. Under North Carolina, consent of the inmate or juvenile may not available as a defense for an individual who is charged criminally based on sexual conduct with the inmate or juvenile. Also, pursuant to PREA standards, no juvenile or inmate can consent to engage in sexual activity with staff, volunteers, vendors, contractors or parties. Any contractual facility will comply with the national standards to prevent, detect, and respond to PREA (115.12, 212, 312) and permit the Department to monitor this aspect of the contract to ensure compliance with the PREA standards.

As a valued partner with DAC, it is important to remember that if you become aware of a report of any incidents of unduly familiar or sexually abusive behavior or sexual harassment, you have a duty to report this information immediately to your contact person with the Agency, by email to <u>prea@dac.nc.gov</u>, or the DAC PREA office at (919) 825-2754.

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

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

The remainder of this page is intentionally left blank

Vendor: ______

ATTACHMENT A: PRICING FORM

FURNISH AND DELIVER:

Vendor shall offer a firm fixed price, all inclusive of labor, materials, transportation, general and administrative overhead and profit. The State reserves the right to add or delete the number of contract Security Officers and/or locations, as needed.

For evaluation purposes only, cost will be determined as follows: (Security Officer Hourly Rate X 149) + (Site Supervisor (Sgt) X 33)

EASTERN REGION

ltem #	QTY.	UOM	DESCRIPTION	HOURLY RATE
1	1	Hour	Security Officer	\$
1	1	Hour	Site Supervisor (Sgt)	\$

CENTRAL REGION

ltem #	QTY.	UOM	DESCRIPTION	HOURLY RATE
1	1	Hour	Security Officer	\$
1	1	Hour	Site Supervisor (Sgt)	\$

SOUTH CENTRAL REGION

Item #	QTY.	UOM	DESCRIPTION	HOURLY RATE
1	1	Hour	Security Officer	\$
1	1	Hour	Site Supervisor (Sgt)	\$

WESTERN REGION

Item #	QTY.	UOM	DESCRIPTION	HOURLY RATE
1	1	Hour	Security Officer	\$
1	1	Hour	Site Supervisor (Sgt)	\$

Prior Bid Number: _19-IFB-170799879-PJW_____

Prior Awarded Vendor: _P&G Security Guard, Inc.____

Prior Award Contract Value: _\$84,129,080_____

Vendor: ____

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.

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

Vendor: ______

ATTACHMENT E: CUSTOMER REFERENCE TEMPLATE

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:	

Vendor:

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?

If "YES":

- a) List the location(s) outside of the United States where work under the Contract will be performed by the Vendor, any subcontractors, employees, or any other persons performing work under the Contract.
- b) Specify the manner in which the resources or workers will be utilized:

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

NOTES:

- 1. The State will evaluate the additional risks, costs, and other factors associated with the utilization of workers outside of the United States prior to making an award.
- 2. Vendor shall provide notice in writing to the State of the relocation of the Vendor, employees of the Vendor, subcontractors of the Vendor, or other persons performing services under the Contract to a location outside of the United States.

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.

Vendor: ____

ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION

Solicitat	ion #:
Name o	f Vendor:
The und	ersigned 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.
	y one or more of the foregoing boxes is NOT checked, Vendor shall explain the reason(s) in the space below. Failure to de 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 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 <u>Standard Form-LL L</u>, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

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

Signature of Vendor's Authorized Official

Name and Title of Vendor's Authorized Official

Date

ATTACHMENT I: ALCOHOL/DRUG-FREE WORKPLACE POLICY

POLICY

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

PURPOSE

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

PROCEDURES/OPERATIONAL GUIDELINES

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

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

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

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

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

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

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

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

ATTACHMENT J: SITE LOCATIONS

EASTERN REGION:

Bertie Correctional Institution 218 Cooper Hill Road Windsor, NC 27983

Craven Correctional Institution 600 Alligator Road Vanceboro, NC 28586

Greene Correctional Institution 2699 Highway 903 Maury, NC 28554

Johnston Correctional Institution 510 Turnage Road Smithfield, NC 27577

Neuse Correctional Institution 701 Stevens Mill Road Goldsboro, NC 27530

Pamlico Correctional Institution 601 N. Third Street Bayboro, NC 28515

Tyrrell Prison Work Farm 620 Snell Rd. Columbia, N.C. 27925

CENTRAL REGION:

Anson Correctional Institution 552 Prison camp Road Polkton, NC 28135

Central Prison 1300 Western Blvd Raleigh, NC 27603

Franklin Correctional Institution 5918 Hwy 39 South Bunn, NC 27508

Nash Correctional Institution 2869 US-64 Nashville, NC 27856

North Piedmont CRV 1420 Raleigh Road Lexington, NC 27292

Randolph Correctional Center 2760 US-220 Bus Asheboro, NC 27205 **Carteret Correctional Center** 1084 Orange Street Newport, NC 28570

Eastern Correctional Institution 2699 Hwy 903 Maury, NC 28554

Hyde Correctional Institution 620 Prison Road Swan Quarter, NC 27885

Maury Correctional Institution 2568 Moore Rouse Road Hookerton, NC 28538

Roanoke River Correctional Institution Hwy 561 W. Tillery, N.C. 27887

Pasquotank Correctional Institution 527 Commerce Drive Elizabeth City, NC 27909

Caswell Correctional Institution 444 Country Home Road Blanch, NC 27212

Dan River Prison Work Farm 981 Murray Road Blanch, NC 27212

Granville Correctional Institution 1001 Veazey Road Butner, NC 27509

NC Correctional Institution for Women (NCCIW) 1034 Bragg Street Raleigh, NC 27610

Orange Correctional Center 2110 Clarence Walters Road Hillsborough, NC 27278

Wake Correctional Center 1000 Rock Quarry Rd Raleigh, N.C. 27605

Bid Number: 52-IFB-1064344338-PJW

Warren Correctional Institution 379 Collins Road Manson, NC 27553

SOUTH CENTRAL REGION:

Albemarle Correctional Institution 44150 Airport Road New London, NC 28127

Harnett Correctional Institution 1210 E. McNeill St. Lillington, NC 27546

New Hanover Correctional Center 330 Division Dr. Wilmington, NC 28401

Richmond Correctional Institution 1573 McDonald Church Road Hoffman, NC. 28347

Sampson Correctional Institution 700 Northwest Blvd, HWY 421 N Clinton, NC 28328

Scotland Correctional Institution 22385 McGirt's Bridge Road Laurinburg, NC 28353

Tabor Correctional Institution 4600 Swamp Fox HWY West Tabor City, NC 28463

WESTERN REGION:

Alexander Correctional Institution 633 Old Landfill Road Taylorsville, NC 28681

Burke CRV 5161 Western Ave. Morganton, NC 28655

Catawba Correctional Center 1347 Prison Camp Road Newton, NC 28658

Davidson Correctional Center 1400 Thomason Street Lexington, NC 27292

Forsyth Correctional Center 307 Craft Drive Winston-Salem, NC 27105 Vendor: ____

Western Correctional Center for Women 55 Lake Eden Road Black Mountain, NC 28711

Columbus Correctional Institution 1201 Prison Camp Road Whiteville, NC 28742

Lumberton Correctional Institution 75 Legend Rd Lumberton, NC 28358

Pender Correctional Institution 906 Penderlea Hwy Burgaw, NC 28425

Roberson CRV 803 NC HWY 711 Lumberton, NC 28358

Sanford Correctional Center 417 Prison Camp Road Sanford, NC 27330

Southern Correctional Institution 272 Glen Road Troy, NC 27371

Avery Mitchell Correctional Institution 600 Amity Park Rd. Spruce Pine NC, 28777

Caldwell Correctional Center 480 Pleasant Hill Road Lenoir, NC 28645

Craggy Correctional Institution 2992 Riverside Drive Asheville, NC 28804

Foothills Correctional Institution 5150 Western Ave Morganton, NC. 28655

Gaston Correctional Center 520 Justice Ct Dallas, NC 28034

Bid Number: 52-IFB-1064344338-PJW

Lincoln Correctional Center 464 Roper Drive Lincolnton, NC 28092

Mountain View Correctional Institution 545 Amity Park Road Spruce Pine, NC 28777

Rutherford Correctional Center 549 Ledbetter Road

Spindale, NC 28160

Vendor: ____

Marion Correctional Institution

355 Old Glenwood Road Marion, NC 28752

Piedmont Correctional Institution 1245 Camp Road Salisbury, NC 28147

Wilkes Correctional Center 404 Statesville Road North Wilkesboro, NC 28659 Vendor: _____

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

(Shall be Included in Vendor Response)