



STATE OF NORTH CAROLINA  
DEPARTMENT OF TRANSPORTATION

JOSH STEIN  
GOVERNOR

DANIEL H. JOHNSON  
SECRETARY

**SOLICITATION ADDENDUM**

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Issuing Agency:	Department of Transportation
Solicitation Number:	54-RJR-01222025
Solicitation Description:	Security Services
Solicitation Opening Date and Time:	January 6, 2026, 2:00 PM ET
Addendum Number:	1
Addendum Date:	December 23, 2025
Procurement Specialist:	Richard Reber

**THIS ADDENDUM DOES NOT NEED TO BE RETURNED.**

1. Section 2.8 is hereby replaced by the following:

**2.8 PROPOSAL CONTENTS**

c) Vendor's Response addressing all Specifications and Requirements of this RFP including (Sections 4.4 and 4.8)

2. **Reference: NORTH CAROLINA GENERAL TERMS & CONDITIONS**, Pg. 9, section 16a  
GENERAL INDEMNITY letter a shall read as follows.

a) The Vendor shall indemnify, defend and hold and save the State, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, Services, materials, or supplies in connection with the performance of the Contract, and also from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Vendor in the performance of the Contract that are attributable to the negligence or intentionally tortious acts of the Vendor, provided that the Vendor is notified in writing within 30 days from the date that the State has knowledge of such claims. Notwithstanding the forgoing Vendor's indemnification obligations shall not apply to any liability or loss that arises from or is attributable to the negligent acts, omissions or willful misconduct of the State."

3. Responses to Questions are as follows:

Question #	Solicitation Section	Vendor Question	State's Response
1.	RFP Section 1.0, Page Number 5	NCDOT is encouraging vendors to pay the minimum wage rates listed for each position. Considering these minimum wage rates are only encouraged and not mandated, we respectfully request the NCDOT to amend Attachment A: Pricing Form to include a column for wage rate for each position to better evaluate the offering of each vendor.	Attachment A: Pricing Form already establishes rates charged for each position.
2.	RFP Section 1.0, Page Number 5	The suggested minimum wages for "Uniformed, Sworn Police Officers" are substantially below market wages, and we will be paying market wages. We respectfully ask that Attachment A be modified to include a column for officer wages, and that officer wages are evaluated as part of Evaluation Method 3 (Price: Attachment A: Pricing Form).	Attachment A: Pricing Form Table 3 already establishes rates charged for Uniformed Sworn Police Officers. As Table 3 is an option for the State it will not be used as part of the evaluation.

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3.	Section 2.5, Page 8	The Mandatory Virtual Pre-Proposal Conference was held on December 18, 2025. Will the State provide a formal list of all attendees and the prospective Vendors they represented as recorded in the Microsoft Teams chat?	<p>AD- Richard Carter - Admiral Security</p> <p>Nick Richards - P&amp;G Security Guard Inc</p> <p>Lou Jackson - Martin Edwards &amp; Associates Inc - Rickie Day</p> <p>Christopher Oxendine - Ox Security USA</p> <p>Robert Steffman - North State Security Group. Maley, Mike - Allied Universal.</p> <p>Chance Doster - IPSC Inner Parish Security Corporation</p> <p>MICHAEL EASTERDAY</p> <p>Siano, Scott - Allied Universal.</p> <p>Kristin Oxendine - Ox Security USA</p> <p>Cynthia Suriel – IC Security (INTER-CON)</p> <p>Ancieta, Leslie - Walden Security</p> <p>Cassidy, Jerry - Allied Universal.</p> <p>Baker, Stevan - Allied Universal</p> <p>Eddie Tellez - Raven Advisory LLC</p> <p>Secure NC Consulting LLC</p> <p>James Kelly - Tarian Group</p> <p>Amy Burdge - Tarian Group</p> <p>Colin Soper - Praelio</p> <p>Qualkenbush, Robert - AUS</p> <p>Kimberly Cardoza - IC Security</p> <p>Richard Carter - Admiral Security</p> <p>Vicki Reynolds - Blue Line Security Solutions, LLC</p> <p>Jean Joseph - Marc Security Services</p> <p>Jillian Brown - IC Security (INTER-CON)</p> <p>Chris Douglas - Trident-Ilc</p> <p>Alertus Technologies</p> <p>Alexis Wallace - IC Security (INTER-CON)</p> <p>Thomas McGuire - Praelio</p> <p>Margaret - Alertus Technologies</p> <p>Isaac - IC Security (INTER-CON)</p> <p>Michaela Yisrael - Blue Line Security Solutions, LLC</p>

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4.	Section 2.5, Page 8	Per the RFP, any vendor arriving after 10:00 AM EST is deemed non-responsive. Will the State provide individual confirmation to Vendors that their attendance was successfully time-stamped and recorded prior to the cutoff to ensure compliance with this requirement?	See question 3
5.	RFP, Page 15 4.8 Questions to Vendors.	Will NCDOT permit vendors to include supplemental materials such as sample reports, workflow diagrams, schedules, or SOP excerpts as appendices, provided they do not replace required narrative content?	Vendors are encouraged to submit all data relevant to section 4.8 Questions to Vendors.
6.	Reference: RFP, Page 9 Section 3.0 – Evaluation Process	QUESTION A: Will NCDOT publish or release detailed scoring rubric, or will evaluation rely solely on narrative assessment under the Best Value criteria? QUESTION B: Please describe the role of artificial intelligence (AI) in your proposal evaluation process, including whether it is used to assist evaluators, analyze content, or score submissions?	Response A The evaluation will rely on the narrative assessment under the Best Value criteria described in Section 3.4 EVALUATION CRITERIA  Response B The evaluation is narrative not numerical; AI is not used to conduct the evaluation, but it may be used to supplement such as summarize key points and comments.
7.	RFP Section 3.4, Page Number 11	The evaluation criteria does not mention HUB Participation as a factor in evaluating vendors. Will you confirm if the level of HUB participation in any way be factored into the evaluation process, or in selecting a vendor for contract award? If yes, please explain the details of that process.	All vendors will be evaluated as described in section 3.4 EVALUATION CRITERIA.
8.	RFP Section-Section 3.4- Evaluation Criteria	Can you tell us the percentage of the evaluation criteria? What percentage is vendor experience/staff organization section 4.4, vendor questions section 4.8, and price: attachment A, pricing form, table 1 & 2?	The evaluation is narrative not numerical; there are no percentages per evaluation criteria.
9.	RFP Section 4.1, Page Number 12	This section directs vendor to complete ATTACHMENT A: PRICING FORM. Is the pricing submitted on Table 1 of the pricing form for Year 1 only? Or must the vendor hold the pricing submitted on Table 1 for all 3 years?	Pricing in Table 1 is for all three years, pricing adjustments will be handled in accordance with Section 6.9.

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10.	RFP Section 4.3, Page Number 12	We anticipate significant challenges in meeting the 10% goal outlined in this section. Achieving this requirement would likely necessitate subcontracting another security provider to supply personnel. Managing two separate companies with different operational structures could introduce complexity and inefficiencies. Additionally, having guards in varying uniforms may detract from the cohesive and professional image we believe is essential for this contract. In addition, section 4.10 does not allow subcontractors without prior consent of the state. Would NC DOT consider revising or reducing this requirement?	No changes will be made to this Section. Note that it is an aspirational goal, not a requirement.
11.	Reference: RFP, Page 13-14 Sections 4.5.1 a; 4.5.4 - Background Checks	<p>QUESTION A: To support an efficient transition, will NCDOT accept verified recent background checks for incumbent personnel, or will all individuals (incumbent or new) be required to complete entirely new checks prior to approval?</p> <p>QUESTION B: What is the anticipated turnaround time for NCDOT review and approval of background check packets during transition, to ensure personnel can be onboarded without delays</p> <p>QUESTION C: Will the incumbent Security Personnel be grandfathered for background investigation/screening requirements or are they required to be rescreened?</p> <p>QUESTION D: Does NCDOT have a preference to retain incumbent employees that are in good standing and meet the hiring criteria of the proposer?</p>	<p>Response A &amp; C: The state will allow incumbent personnel to be grandfathered in for background checks. New background checks will be required for new employees.</p> <p>Response B: The anticipated turnaround time for reviewing and approving background checks will be within a 48-hour period.</p> <p>Response D: NCDOT would prefer to retain incumbent employees that are in good standing and meet the hiring criteria</p>
12.	RFP Section 4.8, Page Number 15	How are inspections of officers currently being carried out by the vendor and by whom? Are after-hours checks on officers currently being performed by incumbent provider, and if so by what level or position in management?	Inspections of officers are currently not being conducted by the vendor, but it is the preference of NCDOT to have either the Account Manager, or whoever is delegated this responsibility, to perform inspections at minimum once a quarter for all staff, including after-hours officers.

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13.	RFP Section 4.8, Page Number 15	Would NC DOT consider adding a 4 <sup>th</sup> question to address the use of technology in improving their overall security program? We have technology that is designed to enhance security operations by connecting officers with real-time data, automating tasks, and providing predictive insights to improve safety, accountability, and efficiency. We believe this would greatly enhance this security program, but we are unsure if this will be evaluated under section 4.8. If not, could we include this information in section 4.4?	No. NCDOT has not requested any additional technology, vendor will utilize technology in place by NCDOT.
14.	<p>Reference: RFP Pg. 18, section 4.12 Estimated Quantities</p> <p>Would the state consider the following exceptions?</p>	<p>"The estimated quantities indicated herein are three (3) year estimates only and are provided for informational purposes based on the anticipated quantities needed. No maximum or minimum quantity is guaranteed. It shall be understood and agreed that the State may use more than the estimated quantities during the contract period. The State reserves the right to increase or decrease the quantities as needed. <b>If the state substantially adjusts quantity of services requested under the agreement, vendor may request a modification in the rates to proportionally account for any resulting adjustment in costs.</b> These quantities are estimates only and will be used in the evaluation of the price for this RFP. The State will be responsible only for actual quantities requested and received."</p>	NO, section 4.12 estimated quantities will stay as written

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15.	RFP, Page 5 Section 1.0 - Background	<p>"The estimated quantities indicated herein are three (3) year estimates only and are provided for informational purposes based on the anticipated quantities needed. No maximum or minimum quantity is guaranteed. It shall be understood and agreed that the State may use more than the estimated quantities during the contract period. The State reserves the right to increase or decrease the quantities as needed. <b>If the state substantially adjusts quantity of services requested under the agreement, vendor may request a modification in the rates to proportionally account for any resulting adjustment in costs.</b> These quantities are estimates only and will be used in the evaluation of the price for this RFP. The State will be responsible only for actual quantities requested and received."</p>	See question #14
16.	Reference: RFP, Page 17 Section 5.1 – Training Requirements	<p>QUESTION A: In addition to the required 40-hour NCPPSB curriculum, does NCDOT require or recommend any site-specific training modules (Genetec system operation, SOC protocols, ServiceNow submissions, customer service standards) that must be completed prior to deployment?</p> <p>QUESTION B: Will NCDOT accept vendor-provided training programs that exceed the minimum NCPPSB requirements as part of the vendor's value-added approach?</p> <p>QUESTION C: Will the incumbent Security Personnel be grandfathered for training requirements or are they required to be retrained?</p>	<p>Response A: In addition to the required 40-hour NCPPSB curriculum, NCDOT does not require site-specific training prior to deployment.</p> <p>Response B: NCDOT will accept vendor-provided training programs.</p> <p>Response C: The incumbent personnel can be grandfathered in for training requirements as long as the NCPPSB certification is transferred to be registered under the awarded vendor.</p>
17.	Reference: RFP, Page 17-22 Sections 5.2-5.4 – SOC/Officer Tasks	<p>QUESTION A: Will NCDOT require the awarded vendor to provide any technology platforms for incident reporting, guard-tour verification, or activity documentation, or will all reporting occur solely within NCDOT systems (e.g., Genetec, ServiceNow)?</p> <p>QUESTION B: Does NCDOT have preferred templates or formats for monthly operational reports, staffing updates, or corrective action plans, or is the vendor permitted to propose standardized reporting formats?</p>	<p>Response A: NCDOT will not require the awarded vendor to provide any technology platforms.</p> <p>Response B: NCDOT will allow the vendor to propose standardized reporting formats.</p>

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18.	RFP Section 5.1, Page Number 17	Is the basic training program that consists of at least forty (40) hours billable to the NCDOT? Of the 40 hours of required training, does this include any On Job Training (OJT)?	The basic NCPPSB 40-hour training prior to deployment is not billable to NCDOT. Only site-specific On Job Training is billable to NCDOT.
19.	RFP Section 5.1, Page Number 17	Is there a specific number of On-the-Job Training (OJT) hours required and is it billable?	The On Job Training will be site specific and will vary based on the position. The hours will vary between 16 hours and 40 hours.
20.	RFP Section 5.1, Page Number 17	Is the current vendor billing training hours at the regular bill rate or is the 40 hours of training included in the bill rate?	All training provided by the vendor, including the 40-hour NCPPSB training prior to deployment, will not be billable. Only On Job Training is billable and will be at the normal billing rate.
21.	Section 5.2, Page 19	A basic training program of at least forty (40) hours is required prior to deployment. Will NCDOT compensate the Vendor for these training hours, or must the cost be fully absorbed into the Vendor's hourly bill rate?	All training provided by the vendor, including the 40-hour NCPPSB training, prior to deployment, will not be billable to NCDOT.
22.	RFP Section 5.3, Pages Number 17	To ensure equitable bidding, please confirm that contractors must provide uniforms, inclement weather gear, hats, coats, boots, flashlights, and cellphones at no cost to officers.	Yes. The awarded vendor must provide standard issued uniforms, inclement weather gear, hats, coats, boots, flashlights, and cellphones at no cost to officers. All items in section 5.3 EQUIPMENT REQUIREMENTS
23.	Reference: RFP, Page 18 Section 5.3 – Equipment Requirements	QUESTION A: For communication devices used by security personnel, does NCDOT require any specific standards for encryption, recording capability, or interoperability with NCDOT systems? QUESTION B: For the required patrol car or golf cart at Rocky Mount DMV HQ, does NCDOT require specific vehicle specifications (e.g., markings, lighting, storage), or may the vendor propose any commercially compliant unit?	Response A: Communication devices will not have any specific requirements due to not being connected to any NCDOT system.  Response B: While there are no vehicle specifications that need to be met, it does recommend a standard golf cart due to available storage space provided by NCDOT.
24.	Section 5.3, Page 19	The Vendor is required to provide a communication device. Does NCDOT provide access to a state radio network for interoperability, or is the Vendor responsible for providing a standalone communication system?	NCDOT will not provide access to a state radio network. The vendor will be responsible for providing a standalone communications system.
25.	RFP Section 5.4, Page Number 18	Will any of the Uniformed Security Officers and/or the Uniformed Security Sergeants be patrolling sites on foot during their shifts? If so, at which location(s) are foot patrols required and at what interval per shift?	Patrols are required at least once per shift and will consist of ensuring that all doors are secured properly for all sites. Additional patrols will be required during normal business operations throughout the parking lot for RMHQ and Century Center. Transportation Building will require patrols after hours only within the Secretary Suite to ensure all doors are secured.

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26.	RFP Section 5.4-E, Page Number 20	Regarding Sworn Police Officers, when they arrest or detain an individual, how are those individuals currently being transported?	When an individual is arrested or detained, they will be collected by local law enforcement for transportation.
27.	RFP Section 5.4-E, Page Number 20	Are the Sworn Police Officers required to have a police vehicle to transport individuals? Does each location with a Police Officer require a vehicle to transport individuals/suspects?	Sworn Police Officers are not required to have a police vehicle to transport individuals.
28.	Section 5.4(B/C), Page 20	SOC Operators must possess knowledge of the Genetec surveillance and access control platform. Will NCDOT provide site-specific software training, or is the Vendor expected to provide personnel already certified in Genetec?	All security staff will be provided with site-specific training for Genetec by NCDOT.
29.	Section 5.4(E), Page 22	Uniformed Sworn Police Officers are required to wear company-issued law enforcement uniforms and authorized firearms. Do these officers need to be commissioned through a local government agency, or is a private police commission under N.C.G.S. 74E acceptable?	A private police commission under N.C.G.S. 74E is acceptable.
30.	section 5.5 staffing requirement	<p>STAFFING REQUIREMENT: the coverage schedule associated with the Transportation Building - 1 S. Wilmington St Raleigh, NC 27601 equates to 128 hours per week,</p> <p>however, upon review of the slides presented in the pre-bid meeting, the notes list this location as 24/7 operations. A 24/7 run operation would require 168 hours per week of coverage. The coverage schedule in the RFP may have omitted the 3rd shift position during the weekdays (40 Hours). I've attached an image of the location coverage schedule in the RFP. Can you confirm the hour total at this location?</p>	The slide was incorrect, Table 1 on pg. 21 is correct.

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31.	Reference: RFP, Page 20-22 Section 5.5 – Staffing Requirements	<p>QUESTION A: Will NCDOT provide projected annual adjustments to staffing levels or shift schedules in advance, and should vendors assume potential increases or reductions in coverage during the contract term?</p> <p>QUESTION B: For the Sergeant floater position, will NCDOT provide estimated utilization hours per month or year to support accurate pricing and staffing planning?</p> <p>QUESTION C: Is the incumbent fully staffed and fulfilling all the required service hours/posts?</p>	<p>Response A: NCDOT will not provide projected annual adjustments to staffing levels or shift schedules in advance.</p> <p>Response B: NCDOT will not provide estimated utilization hours.</p> <p>Response C: The incumbent is not fully staffed for certain buildings and/or shifts.</p>
32.	RFP Section 5.5, Page Number 20	How many holidays will be billed at the holiday rate as specified in attachment A? Please identify these holidays.	There is a total of 12 billable holidays <a href="https://oshr.nc.gov/2026-holiday-schedule/open">.https://oshr.nc.gov/2026-holiday-schedule/open</a>
33.	RFP Section 5.5, Page Number 21	This section states the “NCDOT encourages the Vendor to reduce turnover rates by encouraging the selected Vendor to adopt a plan that provides merit or tenure-based raises.” Will NCDOT allow for an increase in the bill rates for Year 2 and Year 3 to allow vendors to provide merit or tenure-based raises?	See section 6.9 PRICE ADJUSTMENTS, all requests for price/wage increase shall follow the section’s instructions.
34.	Section 5.5, Page 22	A Sergeant "floater" position is required at the discretion of NCDOT Management. Should this position be priced as an hourly rate within Table 1 of Attachment A, or is there a separate pricing mechanism for this role?	The sergeant will be considered as a “floater” when helping fill-in a shift isn’t covered. The pricing of this position will vary based on which post is being covered.
35.	RFP Section 6.0, Page Number 23	What are the Contract Administration requirements mentioned in this section?	The information is in 6.1 CONTRACT MANAGER AND CUSTOMER SERVICE
36.	RFP Section 6.1, Page Number 23	Will the vendor’s contract manager be solely dedicated to the NCDOT as a non-billed management position? Is there currently a dedicated, salaried contract manager or account manager provided by the vendor that solely manages the NCDOT account?	The vendor’s contract manager does not have to be solely dedicated to NCDOT, and it will not be billable as a management position. The current vendor does not have a dedicated account manager.
37.	Reference: RFP, Page 24 Section 6.2 – Administrative Requirements	<p>QUESTION A: For weekly or biweekly invoices, does NCDOT require vendors to submit supporting timesheets in a specific format, or will vendor-generated reports be accepted if they contain all required fields?</p> <p>QUESTION B: Will NCDOT require invoice backup for each site separately, or may sites be consolidated if all required detail is provided?</p>	<p>Response A: NCDOT will accept vendor-generated supporting timesheets, along with the invoices, if they contain all required information.</p> <p>Response B: The sites may be consolidated for invoice backups if all required detail is provided.</p>

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38.	Reference: RFP, Page 25 Section 6.6 – Transition Assistance	<p>QUESTION A: Will NCDOT provide a transition checklist or required format for the vendor's initial work plan due within seven business days after award?</p> <p>QUESTION B: What is the anticipated date of the contract award?</p> <p>QUESTION C: Are there specific milestones NCDOT expects during the transition period prior to the Contract Effective Date or March 1, 2026?</p>	<p>Response A: NCDOT will not provide a transition checklist or required format for the vendor's initial work plan.</p> <p>Response B: There is not an anticipated date of award.</p> <p>Response C: The state will follow section 6.6 TRANSITION ASSISTANCE</p>
39.	RFP Section 6.9, Page Number 26	Should vendor request a price increase after the first three hundred and sixty-five (365) days, and the state rejects such increase, will the vendor have the right to cancel the contract?	No, rejection of a price increase will not grant the vendor the right to terminate the contract. Price increase requests will be negotiated by both parties, and the State will not unduly withhold acceptance of justified price increase requests after the first year of the contract.
40.	Section 6.11, Page 28	The State defines an emergency for overtime (OT) pay as life-threatening situations or disasters. If a guard is required to remain on-duty past their shift due to a visitor refusing to vacate a facility, will NCDOT approve OT pay for that instance?	NCDOT will not approve OT pay for that instance.
41.	Attachment A, Page 29 (DMV)	Regarding Table 2 for the Rocky Mount DMV HQ, does NCDOT have a specific minimum requirement for the Patrol Car (e.g., sedan vs. golf cart), and is the Vendor responsible for all fuel and maintenance costs?	All associated cost for the vehicle shall include in the cost per month
42.	Reference: RFP, Page 27, Attachment A – Pricing Tables	QUESTION A: What are the current pay rates and billing rates by labor category?	Vendor will need to submit a public record request. Link provided below. <a href="https://www.ncdot.gov/news/public-records/Pages/public-records-request.aspx">https://www.ncdot.gov/news/public-records/Pages/public-records-request.aspx</a>
43.	RFP Section-General	Who is the current security services provider?	Martin Edward & Associates
44.	RFP Section-General	Is earned vacation time to be honored by the awarded security services provider?	Earned vacation time being honored will up to the awarded vendor.
45.	RFP Section-General	Do you use an existing tour system? If so, what is it? Is the company willing to use another comparable system?	We don't have an existing tour system.
46.	RFP Section-General	Do you require any references	No references requested at this time
47.	RFP Section-General	Will you agree to Net 30 terms	Per #9 of the General Terms and Conditions the payment terms are Net 30.

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48.	RFP Section-General	How many incumbents is the city planning on keeping for the next security contract?	There will be a minimum of 30 incumbent personnel. The exact number will depend on the hiring criteria of the awarded company and if the individual is in good standing.
49.	RFP Section-Pricing, pg. 5	What are the current position pay rates for each location? What are the current position bill rate for each location?	Vendor will need to submit a public record request. Link provided below. <a href="https://www.ncdot.gov/news/public-records/Pages/public-records-request.aspx">https://www.ncdot.gov/news/public-records/Pages/public-records-request.aspx</a>
50.	RFP Section-Method of Award, pg. 9	What is the preferred transition timeframe	The State prefers that the transition is completed by March 1, 2026.
51.	RFP Section-Equipment, pg. 17	Are vehicles required? How many and at which locations? What is the estimated mileage per site? Is the security provider required to supply fuel and maintenance costs	See question 41 answer, Section 6.3 EQUIPMENT REQUIREMENTS bullet point 4. • A Patrol Car or Golf Cart is required for the Rocky Mount DMV HQ location.
52.	RFP Section-General Requirements, pg. 17	What On-the-Job Training requirements do you have? How many hours?	See Question #19
53.	RFP Section-General Requirements, pg. 17	. What specialized training is required? (CPR/AED/FA, Defensive Driving, etc)	No specialized training is required.
54.	RFP Section-General Requirements, pg. 17	What annual refresher training is required (hours and topics)?	There is no existing annual refresher training. NCDOT is willing to discuss the creation of such training.
55.	RFP Section 5.5. Staffing Requirements pg. 20	What federal holidays are observed? Does your coverage change on holidays?	See Question #32
56.	RFP Section 5.3 Equipment Requirements, pg. 17 & 18	What radios, phones or other communication equipment do you require?	A cell phone is required for each building.
57.	RFP Section 5.3 Equipment Requirements, pg. 17 & 18	Are computers required for the supervisors/managers? If so, who provides?	Computers are required for each post and will be provided by NCDOT.
58.	RFP Section 6.3 Monthly Status Report	What are the required KPIs if any	There are no existing KPIs.
59.	RFP Section 5.2-Security Personnel general requirements, pg. 17	What uniform type is required	The uniform should consist of a polo shirt and khaki or black pants. See section 5.2 SECURITY PERSONNEL GENERAL REQUIREMENTS #12

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60.	Reference: RFP, Attachment A: Pricing Form	<p>QUESTION A: IS NCDOT looking for total 3- year budget in pricing form?</p> <p>QUESTION B: In Section 6.9 (Price Adjustments), NCDOT indicates that increases for Years 2 and 3 may be requested. Therefore, is NCDOT agreeable to the total three-year cost being provided as an estimate?</p>	<p>Yes, pricing is for the entire three-year contract term.</p> <p>Pricing offered is for the entire three-year contract term, price increases may be requested after the first year. Pricing offered must be firm.</p>
61.	ATTACHMENT C: NORTH CAROLINA GENERAL TERMS AND CONDITIONS.	Regarding Section 16. General Indemnity, our company stands behind our security services and regularly accepts the obligation to indemnify clients for the comparative portion of any losses, costs or damages that are caused by the negligent acts or omissions of our personnel in the performance of security services under client agreements. <i>Will the State revise the indemnification provision to limit coverage of indemnified claims to the proportionate extent of the Contractor's negligence?</i>	No change. General Terms and conditions 16(a) already specifies injury/damage "that are attributable to the negligence or intentionally tortious acts of the vendor".
62.	ATTACHMENT C: NORTH CAROLINA GENERAL TERMS AND CONDITIONS.	We note that the Insurance Requirements contained in section 15. state "minimum" limits of insurance must be maintained. Our company maintains insurance limits that are commensurate with our size and scope of operations. The "minimum" language requirement may appear facially fair, but in effect it compels big firms to provide much larger amounts of insurance. Although each bidder may offer the specified insurance coverage, in the case of a large bidder, the State would be getting access to tens of millions more insurance than it would from other smaller bidders. Such a result is unfair. That requirement also effectively prevents our company from accessing any of our insurance to satisfy other claims from time to time. Is the State willing to revise this section to set forth set or fixed insurance limits?	No change. General Terms and Conditions 15(b)(3) applies because this contract is valued at over \$1 million.

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63.	ATTACHMENT C: NORTH CAROLINA GENERAL TERMS AND CONDITIONS.	Will the State permit the Vendor to increase bill rates to the extent necessary to allow the Vendor to recoup increases in unforeseen costs that are outside of the Vendor's control such as: increases in Federal, County or local taxes, levies, or required withholdings; costs under collective bargaining agreements; minimum, prevailing and living wage rates and other statutory requirements, such as legally mandated sick leave costs; and medical and other benefit costs? If so, please describe the process by which the Vendor will be able to submit a request for a bill rate adjustment.	No change. General Terms and Conditions 4 GOVERNMENTAL RESTRICTIONS explains the process for the vendor to notify NCDOT of proposed price adjustments due to imposition of governmental restrictions.
64.	ATTACHMENT C: NORTH CAROLINA GENERAL TERMS AND CONDITIONS.	Our company stands behind our security services, however, the pricing presented does not take into account infinite liability. Is the State willing to add a mutual waiver of consequential/incidental damages and a limitation on liability such as the following? "NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, AND TO THE FULLEST EXTENT PERMITTED BY LAW NEITHER PARTY SHALL BE LIABLE TO EACH OTHER FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, LOSS OF USE, LOSS OF OPMETROPOLITANUNITY, LOSS OF GOODWILL, GOODS OR SERVICES, COST OF CAPITAL, GOVERNMENTAL AND REGULATORY SANCTIONS, AND CLAIMS OF CUSTOMERS FOR SUCH DAMAGES. THE TOTAL CUMULATIVE LIABILITY OF EITHER PARTY FOR ALL CLAIMS, LOSSES, DAMAGES, AND EXPENSES RESULTING IN ANY WAY FROM THE PERFORMANCE OF THIS AGREEMENT, SHALL NOT BE GREATER THAN THE COMPENSATION RECEIVED UNDER THIS AGREEMENT."	No change. General Terms and Conditions 16(a) already specifies injury/damage "that are attributable to the negligence or intentionally tortious acts of the vendor".

Question #	Solicitation Section	Vendor Question	State's Response
65.	<p>Reference: Terms and Conditions, Pg. 2, section 2b Default and Termination</p> <p>Would the state consider the following exceptions?</p>	<p>"(b) If, through any cause, Vendor shall fail to fulfill in a timely and proper manner the obligations under the Contract, including, without limitation, in these North Carolina General Terms and Conditions, the State shall have the right to terminate the Contract by giving thirty days written notice to the Vendor and specifying the effective date thereof. In that event, any or all finished or unfinished deliverables that are prepared by the Vendor under the Contract shall, at the option of the State, become the property of the State (and under any applicable Vendor license to the extent necessary for the State to use such property), and the Vendor shall be entitled to receive just and equitable compensation for any acceptable deliverable completed (or partially completed at the State's option) as to which such option is exercised. Notwithstanding, Vendor shall not be relieved of liability to the State for damages sustained by the State by virtue of any breach of the Contract, and the State may withhold any payment due <b>for services where the Vendor defaulted the Vendor</b> for the purpose of setoff until such time as the exact amount of damages due the State from such breach can be determined. The State, if insecure as to receiving proper performance or provision of goods deliverables, or if documented Vendor Services performance issues exist, under this Contract, may require at any time a performance bond or other alternative performance guarantees from a Vendor without expense to the State as provided by applicable law. G.S. 143-52(a); 01 NCAC 05B.1521; G.S. 25-2-609."</p>	No, this exception will not be accepted.

Question #	Solicitation Section	Vendor Question	State's Response
66.	<p>Reference: Terms and Conditions, Pg. 9, section 16a General Indemnity</p> <p>Would the state consider the following exceptions?</p>	<p>"a) The Vendor shall indemnify, defend and hold and save the State, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, Services, materials, or supplies in connection with the performance of the Contract, and also from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Vendor in the performance of the Contract that are attributable to the negligence or intentionally tortious acts of the Vendor, provided that the Vendor is notified in writing within 30 days from the date that the State has knowledge of such claims. <b>Notwithstanding the forgoing Vendor's indemnification obligations shall not apply to any liability or loss that arises from or is attributable to the negligent acts, omissions or willful misconduct of the State.</b>"</p>	<p>Acceptable change: see #2</p>