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**STATE OF NORTH CAROLINA**

**Department of Public Safety**

**Request for Proposal #: 19-RFP-987123142-HMM**

**Uniformed Armed Security Guard Services for Air National Guard**

**Date of Issue: June 13, 2024**

**Proposal Opening Date: July 3, 2024**

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

Heather Melton

Procurement Specialist II

Email: heather.m.melton@ncdps.gov



**STATE OF NORTH CAROLINA**

**Request for Proposal #**

**19-RFP-9871231421-HMM**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

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

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

Vendor eVP#

**Note**: For a contract to be awarded to you, your company (you) must be a North Carolina registered vendor in good standing. You must enter the vendor number assigned through eVP (Electronic Vendor Portal). If you do not have a vendor number, register at

<https://vendor.ncgov.com/vendor/login>

|  |
| --- |
| **STATE OF NORTH CAROLINA****Division ofNCDPS** |
| **Refer *ALL* Inquiries regarding this RFP to the procurement lead through the Message Board in the Sourcing Tool. See section 2.5 for details:**  | **Request for Proposal #: 19-RFP-987123142-HMM** |
| **Proposals will be publicly opened: July 3, 2024** |
| **Using Agency: NCDPS** | **Commodity No. and Description: 921215 Guard Services** |
| **Requisition No.: RQ80101** |

**EXECUTION**

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

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

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

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

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

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

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

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

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

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

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

**VALIDITY PERIOD**

Offer shall be valid for at least 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 RFP.

**ACCEPTANCE OF PROPOSAL**

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

|  |
| --- |
| **FOR STATE USE ONLY:** Offer accepted and Contract awarded this\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_, as indicated on The attached certification, by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. **(Authorized Representative North Carolina Department of Public Safety)**  |

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#  **PURPOSE AND BACKGROUND**

The purpose of this RFP and any resulting contract award is to solicit proposals for complete and efficient armed, uniformed, security services including reasonable labor, equipment, and necessary supervision to ensure that employees, visitors, facility, property, and parking areas of the required locations, to ensure they are properly protected. The NC Department of Public Safety (NCDPS) is seeking a Vendor to furnish Uniformed Armed Security Guard Service that shall provide physical security for NCDPS at NC Air National Guard base located at 4930 Minuteman Way, Charlotte, NC.

Background:

The DPS North Carolina National Guard current contract is expiring, and this RFP is to award a new vendor for Uniformed Armed Security Officer Services.

The current services are at the following locations: North Carolina Air National Guard (Charlotte, NC)

The North Carolina Air National Guard is the state’s military force, providing airlift, combat, and humanitarian support to both state and federal authorities. It complies with federal military regulations, to include those pertaining to the physical security and protection of the state and federal assets in the NC Air National Guard’s possession. The US Department of Defense DoD provides NC funds to arrange such protection, DoD’s conditions and requirements are reflected in the RFP’s terms, which comply with the DoD guidance. The current contract is expiring, and this new contract is required to provide the continuous security coverage mandated by DoD and it’s federal funding.

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

## **1.1** **CONTRACT TERM**

The Contract shall have a term of one (1) year, beginning on the date of final Contract execution (the “Effective Date”).

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.

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

#  **GENERAL INFORMATION**

## **REQUEST FOR PROPOSAL DOCUMENT**

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

## **E-PROCUREMENT FEE**

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

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

**What is the Ariba Network?**

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

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

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

## **2.3** **NOTICE TO VENDORS REGARDING RFP TERMS AND CONDITIONS**

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

If Vendors have questions, issues, regarding any component of this RFP, those must be submitted as questions in accordance with the instructions in the PROPOSAL QUESTIONS Section. If the State determines that any changes will be made as a result of the questions asked, then such decisions will be communicated in the form of an RFP addendum. The State may also elect to leave open the possibility for later negotiation of specific provisions of the Contract that have been addressed during the question-and-answer period, prior to contract award.

Other than through the process of negotiation under 01 NCAC 05B.0503, the State rejects and will not be required to evaluate or consider any additional or modified terms and conditions submitted with Vendor’s proposal or otherwise. This applies to any language appearing in or attached to the document as part of the Vendor’s proposal that purports to vary any terms and conditions or Vendors’ instructions herein or to render the proposal non-binding or subject to further negotiation. Vendor’s proposal shall constitute a firm offer that shall be held open for the period required herein (“Validity Period” above).

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

## **2.4** **RFP SCHEDULE**

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

|  |  |  |
| --- | --- | --- |
| **Event** | **Responsibility** | **Date and Time** |
| Issue RFP | State | June 13 , 2024 |
| Submit Written Questions | Vendor | June 18, 2024 |
| Provide Response to Questions  | State | June 21, 2024 |
| Submit Proposals | Vendor  | July 3, 2024@2:00 p.m. **Microsoft Teams** [Need help?](https://aka.ms/JoinTeamsMeeting?omkt=en-US) [**Join the meeting now**](https://teams.microsoft.com/l/meetup-join/19%3Ameeting_MDJhYjZkYzctZGYwYi00ZTk2LTliMTEtMDNkZDUzNjdiMGVk%40thread.v2/0?context=%7b%22Tid%22%3a%227a7681dc-b9d0-449a-85c3-ecc26cd7ed19%22%2c%22Oid%22%3a%22fe413d3c-d421-495b-9229-beac5985f430%22%7d) Meeting ID: 274 566 280 491 Passcode: mWCJ9k **Dial in by phone** +1 984-204-1487,,897592019# United States, Raleigh [Find a local number](https://dialin.teams.microsoft.com/c102d528-0544-4660-b869-294e85047e28?id=897592019) Phone conference ID: 897 592 019# **Join on a video conferencing device** Tenant key: ncgov@m.webex.com Video ID: 111 392 967 5 [More info](https://www.webex.com/msteams?confid=1113929675&tenantkey=ncgov&domain=m.webex.com) For organizers: [Meeting options](https://teams.microsoft.com/meetingOptions/?organizerId=fe413d3c-d421-495b-9229-beac5985f430&tenantId=7a7681dc-b9d0-449a-85c3-ecc26cd7ed19&threadId=19_meeting_MDJhYjZkYzctZGYwYi00ZTk2LTliMTEtMDNkZDUzNjdiMGVk@thread.v2&messageId=0&language=en-US) | [Reset dial-in PIN](https://dialin.teams.microsoft.com/usp/pstnconferencing) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Contract Award | State | TBD |

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## **2.5** **PROPOSAL QUESTIONS**

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

Questions related to the content of the solicitation, or the procurement process should be directed to the person on the title page of this document via the Sourcing Tool's message board by the date and time specified in the RFP SCHEDULE Section of this RFP. Vendors will enter “**RFP # 19-RFP-987123142-HMM – Questions**” as the subject of the message. Question submittals should include a reference to the applicable RFP section. This is the only manner in which questions will be received.

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

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

## **2.6** **PROPOSAL SUBMITTAL**

**IMPORTANT NOTE:** **This is an absolute requirement.** Late bids, regardless of cause, will not be opened or considered, and will be automatically disqualified from further consideration. Vendor shall bear the sole risk of late submission due to unintended or unanticipated delay. It is the Vendor’s sole responsibility to ensure its proposal has been received as described in this RFP by the specified time and date of opening. Failure to submit a proposal in strict accordance with instructions provided shall constitute sufficient cause to reject a Vendor’s proposal(s). Solicitation responses are subject to Sealed Bidding requirements.

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

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

Tips for Using the Sourcing Tool

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

If confidential and proprietary information is included in the proposal, also submit one (1) signed, REDACTED copy of the proposal. Such information may include trade secrets defined by N.C. Gen. Stat. § 66-152 and other information exempted from the Public Records Act pursuant to N.C. Gen. Stat. §132- 1.2. Vendor may designate information, Products, Services or appropriate portions of its response as confidential, consistent with and to the extent permitted under the statutes and rules set forth above. By so redacting any page, or portion of a page, the Vendor warrants that it has formed a good faith opinion, having received such necessary or proper review by counsel and other knowledgeable advisors, that the portions determined to be confidential and proprietary and redacted as such, meet the requirements of the Rules and Statutes set forth above. However, under no circumstances shall price information be designated as confidential.

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

##  **2.7** **PROPOSAL CONTENTS**

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

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

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

## **2.8** **DEFINITIONS, ACRONYMS, AND ABBREVIATIONS**

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

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

## **METHOD OF AWARD**

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

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

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

## **CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION**

While this RFP is under evaluation, the responding Vendor, including any subcontractors and suppliers, is prohibited from engaging in conversations intended to influence the outcome of the evaluation. See Paragraph 29 of the Instructions to Vendors entitled COMMUNICTIONS BY VENDORS.

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

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

## **PROPOSAL EVALUATION PROCESS**

Only responsive submissions will be evaluated.

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

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

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

At the date and time provided in the RFP SCHEDULE Section above, unless modified by Addendum, the proposal from each responding Vendor will be opened publicly and all offers (except those that have been previously withdrawn, or voided bids) will be tabulated. The tabulation shall be made public at the time it is created. When negotiations after receipt of bids are authorized pursuant to G.S. 143-49 and 01 NCAC 05B.0503, only the names of offerors and the Goods and Services offered shall be tabulated at the time of opening. If negotiation is anticipated, cost and price shall become available for public inspection at the time of the award. Interested parties are cautioned that these costs and their components are subject to further evaluation for completeness and correctness and therefore may not be an exact indicator of a Vendor’s pricing position.

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

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

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

## **EVALUATION CRITERIA**

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

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

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

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

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

1. Vendor Experience and References (Section 4.5 & 4.6)
2. Cost Proposal (Section 4.1)
3. Project Organization (Section 5.5)
4. Technical Approach (Section 5.6)

## **PERFORMANCE OUTSIDE THE UNITED STATES**

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

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

## **INTERPRETATION OF TERMS AND PHRASES**

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

#  **REQUIREMENTS**

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

* 1. **PRICING**

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

* 1. **INVOICES**

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

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

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

* 1. **FINANCIAL STABILITY**

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

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

* 1. **HUB PARTICIPATION**

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

* 1. **VENDOR EXPERIENCE**

In its Proposal, Vendor shall demonstrate experience with public and/or private sector clients with similar or greater size and complexity to the State based on experience of five (5) or more years – Security/Military FP experiences preferred in military FP duties, resumes, and references that verify current staff members. Vendor shall provide information as to the qualifications and experience of all executives, managerial, legal, and professional personnel to be assigned to this project, including resumes citing experience with similar projects and the responsibilities to be assigned to each person.

* 1. **REFERENCES**

Vendor shall upload to the Sourcing Tool at least five (5) references, using ATTACHMENT E: CUSTOMER REFERENCE FORM, for which it has provided Services of similar size and scope to those proposed herein. In addition, please notify references that we will be requesting list of employees current or former to validate their reference. Reference validation will be in-depth including websites and social media gathering of information. The State shall contact these users to determine whether the Services provided are substantially similar in scope to those proposed herein and whether Vendor’s performance has been satisfactory. The information obtainedshall be considered in the evaluation of the Proposal.

* 1. **BACKGROUND CHECKS**

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

1. Any **criminal felony conviction,** or conviction of any crime involving moral turpitude, including, but not limited to fraud, misappropriation, or deception, by Vendor, its officers or directors, or any of its employees or other personnel to provide Services on this project, of which Vendor has knowledge, or provide a statement that Vendor is aware of none;
2. Any **criminal investigation** for any offense involving moral turpitude, including, but not limited to fraud, misappropriation, falsification, or deception pending against Vendor of which it has knowledge, or provide a statement Vendor is aware of none;
3. Any **regulatory sanctions** levied against Vendor or any of its officers, directors or its professional employees expected to provide Services on this project by any state or federal regulatory agencies within the past three years or a statement that there are none. As used herein, the term “regulatory sanctions” includes the revocation or suspension of any license or certification, the levying of any monetary penalties or fines, and the issuance of any written warnings;
4. Any **regulatory investigations** pending against Vendor or any of its officers, directors or its professional employees expected to provide Services on this project by any state or federal regulatory agencies of which Vendor has knowledge or a statement that there are none.
5. Any **civil litigation**, arbitration, proceeding, or judgments pending against Vendor during the three (3) years preceding submission of its proposal herein or a statement that there is none.

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

* 1. **PERSONNEL**

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

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

* 1. **VENDOR’S REPRESENTATIONS**

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

* 1. **AGENCY INSURANCE REQUIREMENTS MODIFICATION**

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

[ ]  Small Purchases

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

[x]  Contract value in excess of $1,000,000.00

* 1. **LOBBYING ACTIVITY CERTIFICATION FOR FEDERAL GRANTS**

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

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

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

1. **SCOPE OF WORK**

**5.1 General Information**

The Department of Public Safety, Air National Guard is seeking a vendor to provide Armed Security Guard Services at the North Carolina Air National Guard, 145th Airlift Wing, 4930 Minuteman Way, New London, NC 28127, as funding permits.

**Description of Services -** The contractor shall provide state certified armed security guards or Installation Entry Control (IEC), Vehicle Inspection (VI), and Installation Security Forces Patrol/External Security Response Team/Internal Security Response Team (ISFP/ESRT/ISRT) personnel, and BDOC controllers (security desk operators) to work in conjunction with the Security Forces Squadron at the Charlotte ANG Base. The contractor shall provide IEC. VI and ISFP/ESRT/ISRT and Security Controller duties in accordance with Task Orders issued under the ordering clause (s) of this contract.

**Commanders Intent –** The commander’s intent is to run one unified program with an approximate equal mix of Active Guard Reserve (AGR), North Carolina State Employees and Civilian Contract employees. These employees will be inter-dispersed among all three shifts, with contract security personnel assigned to main gate operations and installation patrol duties. The mission of the 145th Airlift Wing is to provide a quality force to maintain uninterrupted flying operations while ensuring the protection of personnel, facilities, and resources at the Charlotte ANGB. The CSF will be involved in the selection process for contract guards that will be assigned to work at the Charlotte ANGB, NC.

**5.2 Staffing**

 The contractor shall provide state certified/trained and qualified on-duty armed security guards for Federal Fiscal year 2024 to 2025 to cover approximately 36,000 labor hours per year. Labor hours may fluctuate depending upon funding. All guards will be assigned to shift operations performing duties as IEC, VI, ISFP/ESRT/ISRT and BDOC controller duties at the Charlotte ANG Base in accordance with the Performance-based Work Statement (PWS) and any other mandatory federal, state, local, Department of Defense (DOD), and Air Force regulations (<http://www.e-publishing.af.mil/>), as applicable to include compliance with AFI 31-117 Arming and Use of Force by Air Force Personnel, and applicable Force Protection Conditions (FPCON) to include Random Antiterrorism Measures in support of their IEC, VI, ISFP/ESRT/ISRT and BDOC controller duties, contractor guards must be able to deter, detect, and detain, by use of necessary force, trespassers or persons who illegally gain or attempt to gain access to the military base. Additionally, contractor guards must be able to detect and detain persons suspected of committing other offenses such as drunk driving, improper transport of drugs, explosive materials, weapons, and any other skills that are inherent to performance of the tasks of this PWS, in accordance with installation operating instructions provided by 145th Security Forces Squadron (SFS) after contract award. Such personnel will be detained until contractor personnel are able to turn them over to law enforcement authorities. **NOTE:** **Contractor shall provide all equipment not otherwise furnished by the Government (as stated in the paragraphs of sections 1 and 3) necessary to safely perform all task requirements set forth in this PWS**

**5.2.1 Installation of Entry Control *-*** The contractor shall provide courteous, timely service continuously while maintaining control of all personnel and vehicles entering the installation in accordance with the local installation plans and policies provided upon award. Contract Agency will provide guards as scheduled per shift each day. Contract guards will follow all guidelines as provided in the agreement, which is further explained in SSIs (Special Security Instructions - Provided). Contract guards will be thoroughly knowledgeable of all applicable operating instructions, etc., on the operation of the Minuteman Way Main Gate/G-1 and Visitor Control Center/G3. The contractor will control entry/exit of all personnel and vehicles arriving and departing the installation in accordance with local installation plans, policies and Defense Biometric Identification System (DBIDS) procedures. Entry control requirements will vary according to Force Protection Conditions (FPCON). Directs vehicle and pedestrian traffic onto the installation, enforces base entry prerequisites, issues visitor and vehicle passes, and provides directions and other community relations information to assist visitors. Conducts base entry point checks to locate contraband and prevent the unauthorized removal of government property from the installation. Prepare reports and other localized Security Forces correspondence deemed necessary to the accomplishment of Installation Entry Control duties. Contractor will also challenge and detain personnel in violation of established security standards. Entry Control requirements will vary according to Force Protection Conditions (FPCON) and will be directed by the Installation Commander or higher authority.

**As a minimum the contractor will be required to provide the following services**:

* + - * Perform checks of individual identification.
			* Perform inspections of vehicles.
			* Issue of Visitor Passes at gates.
			* Direct traffic at gates.
			* Perform emergency procedures for gate closure.
			* Perform emergency response actions as required.

**5.2.2. Vehicle Inspections -.** Prior to base entry, all commercial and visitor vehicles shall be inspected to ensure no unauthorized vehicles, personnel, or materials enter the installation. Random vehicle inspections will be conducted in accordance with local directives. Inspections will be conducted in a professional, safe, and courteous manner while maintaining control of all personnel and vehicles during inspection. Vehicle inspection requirements will vary according to FPCON. Contractor shall supply to their employees, any necessary safety equipment/material (e.g., goggles, appropriate clothing/shoes, traffic vests, etc.) to conduct vehicle inspection

**5.2.2.1.** Conduct inspections of vehicles at the designated vehicle inspection point in accordance with the provided DOD guidelines and local procedures. Inspections include, but are not limited to, the interior of the vehicle, bed/box, trunk, trailer, under the hood, and underside of the vehicle.

**5.2.2.2**. Inspections include the use of various government furnished equipment such as mirrors, hand-held/desktop explosive detectors, X-Ray units, under vehicle surveillance systems, and support to the handler of any Ver: 4/22/119 employed Military/Civilian Working Dog Team.

**5.2.2.3.** Verify arrival of explosive laden vehicles with local Transportation Management Office (TMO). Direct explosive laden vehicles to local designated holding areas and receiving points.

**5.2.3**. **Visitor Control** – The contractor shall provide courteous, timely service continuously while maintain control of all personnel during required document verification and vehicle pass processing prior to entering the Installation, in accordance with the local Installation plans and policies. Contractor shall issue visitor/contractor access badges according to AF and local operating instructions, once it is determined there is a valid need to enter the Installation.

**5.2.4** Installation Security Forces Patrol (ISFP J/External Security Response Teams (ESRT). Contract guards shall perform the following duties as required when posted as the ISFP/ESRTIISRT. Additional responsibilities may be assigned depending on events or increased threat levels.

**5.2.4.1**. Provide random/routine vehicle reconnaissance on the 146”” Airlift Wing Base 1: boundaries to protect property and personnel assigned to the 145”’ Airlift Wing.

**5.2.4.2**. Perform building security checks during non-duty hours (weekends, holidays, and during hours of darkness).

**5.2.4.3** Perform Interior/Exterior perimeter security checks of all base properly assigned to the 145”’ Airlift Wing. Contract guards will remain constantly alert for unusual incidents or suspicious person (s) and challenge all personnel not properly identified within your area of responsibility. Contract guards will report all incidents to Security Forces Control Center (SFCC) and await further instructions.

**5.2.4.4.** ISFP/ESRT duties at a minimum include Alarm Response, Patrolman Response to calls for service or incidents, Patrolman Investigations, Traffic Enforcement to include ticketing, building checks, post relief, and other associated patrol duties as directed.

**5.2.4.5.** Internal Security Response Team Contract Guards shall perform the following duties as the ISFP/ISRT. This post primary area of responsibility is the aircraft parking area located o the North Carolina Air National Guard Installation and required to be manned 24/7.

**5.2.4.6.** Perform security checks of all aircraft parked within the aircraft parking apron in accordance with OI’s or as required.

**5.2.4.7.** Confirm that individuals allowed access to the aircraft parking are authorized in accordance with OI’s/Air Force instructions or other guidance.

**5.2.4.8**. Respond to any suspicious activity, known threat or alarm notification in the immediate vicinity of the aircraft parking area.

**5.2.4.9.** Perform any additional duties or tasks related to security or as required for the protection of aircraft in the aircraft parking area.

**5.2.4.10.** Security Forces Controller Controls routine and emergency police and security services for a community population exceeding 1600 and covering an area of over 192 acres, and a restricted area with over 12 protection level 3 aircraft worth $1 billion. Responsible for operating the primary police radio communications network, monitoring 10 alarmed facilities, monitoring a flightline camera system, accessing alarms, and directing and dispatching police patrols and security response teams to accidents, incidents, crimes, disasters, and security emergencies. Coordinates operational activities with civilian law enforcement agencies. Prepares security forces blotters, incident reports, and necessary shift level correspondence. Proficient in operator Advantor Security Alarm Systems, Installation E-911 Systems and inquires within the National Crime Information Center (NCIC) database.

**5.3 Staffing Requirements**

**5.3.1. Training** Contractor shall meet all training, licensing and certification requirements as identified in supporting subparagraphs.

**5.3.2. Pre-Performance Training and Job Knowledge.** Contractor provides all pre-performance training and is responsible for all associated expenses to include, but not limited to state fees, license fees, and certification fees. Contractor may **not** bill NCANG 145 Security Forces for the 40-hour initial training. A reasonable degree of proficiency and knowledge of the specific Security Forces tasks and associated security guard skills identified in paragraph 1.1. are required under this contract. 145th SFS training will be validated through a quality control evaluation. Individuals must pass a quality control evaluation prior to posting. Contractor employees shall meet training requirements for state-level armed security guards in the State of North Carolina. State required training must be performed by a state certified trainer. **Application of Federal immunity from state regulation does not apply**.

**5.3.2.1.** For installations in a state with no state certification requirements, the contractor shall provide a minimum 30-hour training plan for contract guards. This training plan must be included as part of contractor’s quote and be reviewed in advance by 145th SFS Chief, Security Forces (CSF) with Contracting Officer approval and shall include, at a minimum, the following topics: Use of deadly force shall also include “traffic management, basic investigations, CPR and First Aid, note taking and report writing” as well as all items already listed. Each security guard will complete the 30-hour training requirement prior to government furnished initial training (3.1.).

**5.3.2.1.1.** The contractor shall provide a third-party instructor to conduct the 30-hour training for all contract guards if the company does not have certified instructors within the company. The third-party instructor shall be certified to conduct security guard training. Contractor shall submit documentation of successful completion of this training by each contract guard to the 145th SFS Training Office.

**5.3.2.2.** Contractor shall provide the Government (145th SFS) a copy of all initial and refresher contract guard training records/certifications.

**5.3.3. State Licensing.** Contractor will adhere to North Carolina licensing requirements.

**5.3.3.1.** Licensing **of Security Guards**. Contractor shall ensure all security guards possess state weapons permits and state armed guard certification required for state armed guards to perform security guard services in the respective state of employment. **Federal immunity from state regulation is not applicable to this task order**. If license is not obtained prior to performance start date, contractor shall show proof of license application submission with all fee payments and successful completion of all prerequisites for licensing. All guards, whether or not they have received licenses, **must be fully trained and qualified before posting.**

**5.3.3.2.** Licensing **of Contractor.**  Contractor must possess State certificates or licenses to the extent such certificates or licenses are required to obtain security guard licenses or weapons permits for their employees before start of performance. **Federal immunity from state regulation is not applicable to this task order**. If the necessary certificate or license is not obtained prior to performance start date, contractor shall show proof of application submission with all fee payments and successful completion of all prerequisites for licensing. However, the contractor is not relieved from providing fully trained and qualified guards by contract start date.

**5.3.4. Arming Requirements for Contract Personnel.** Contractor shall provide to the installation Security Forces Manager/Operations Superintendent, or their designated representative, proof that Contract employees have accomplished successful completion of weapons training and qualification. This requirement must be met prior to posting that employee. The contractor may be required to remove from duty any individual for unsafe weapons handling, loss of ammunition, or range safety violations. Copies of individual state weapons certification authorization must be on file with the 145th SFS. Until license certification is received, contractor shall provide proof of license application submission with all fee payments and successful completion of all prerequisites for licensing.

**5.3.5. Secondary Use of Force (expandable baton and X26P Taser).** Each contract guard must carry the equivalent secondary use of force, as is carried/used by the Government. No guard is authorized to carry any secondary use of force without first meeting required Government standards/training/certification.

**5.3.6 Contractor Furnished Items.** Contractor shall ensure all contract guards are properly equipped in accordance with the requirements of this PWS. Equipment shall meet or exceed all minimum standards set by National Institute of Justice (NIJ). Contractor shall ensure the contract guards are trained and certified in the proper use of any equipment and material item necessary in the performance of duties under this PWS. **All guards must be fully equipped before posting.**

**5.3.7. Uniforms.** The contractor shall provide standard security guard uniforms in accordance with commercial standards, North Carolina Administrative Code 07D .0105, and **ATTACHMENT I** of this PWS. **Uniform and patch submission must be reviewed by 145th SFS/CSF with Contracting Officer approval prior to purchase.**  Provide sufficient uniform clothing and footwear for use during local installation inclement weather conditions/extremes. All seasonal uniforms will be identical, except for items that identify rank or position. All security guards on duty will wear uniform seasonal clothing, shoes, and equipment. Vehicle inspection posts may require specialized uniforms (i.e., overalls). Contractor shall submit sample of specialized uniforms to 145th SFS/CSF for review and Contracting Officer approval prior to purchase.

**5.3.8. Badges.** The contractor shall provide Contract personnel identification badges to wear while on duty. The badges must be able to withstand inclement weather. Badges shall contain a personal photograph, full name of employee and contractor’s company name. Badges shall be worn in a uniform manner on the outermost garment in full view above the waist. This is a separate requirement from the Common Access Card (CAC), discussed in paragraph 1.5.

**5.3.9. Miscellaneous Equipment.** Unless specifically stated otherwise, each item of guard equipment, secondary use of force equipment, and associated items are to be provided on a 1:1 basis: i.e., 12 guards at Charlotte ANGB, then contractor will provide 12 duty belts, vests, etc.

* **Duty Belt** - Appropriate holster, flashlight holder, uniform belt keepers (4), single magazine case, secondary use of force holder (s) handcuff case and latex glove case. All duty belt equipment must be constructed of the same black nylon base material (i.e. web belt with web gear) and approved by 145th SFS.
* **Handcuffs** shall be Smith & Wesson, Peerless, or equal. Handcuffs are considered to be equal if they are constructed of a gauge of metal that is at least as thick/dense as used by Smith & Wesson or Peerless, have double locks, and open with a standard handcuff key.
* **Flashlight** – One flashlight will be issued to each security guard by the contractor and shall be carried on their person.
* **Reflective Vest** – One reflective vest will be issued to each security guard, to be readily available for periods of reduced visibility/inclement weather, as directed by local base policy.
* **Expandable Baton-** (at level of strength used by the Air Force) or other secondary use of force equipment, as used and mandated by local base policy. Where required by local installation, the contractor shall use a 21-inch Tactical Baton.
* **Tactical Vest-** One tactical vest with Level III plates will be issued to each security guard, constructed of black nylon base material with the capacity to hold at a minimum of (6) AR-15 (30) round magazines and approved by 145th SFS. Tactical vests must be within their lifecycle and replaced immediately upon or prior to expiration of the vest’s lifecycle. Any variation of tactical vest must be approved by contractor and at the expense of the employee requesting variation.
* Chemical Protective Suit and mask as required.

**5.3.10. Contractor Vehicle.** Contractor will provide a support vehicle at no expense to the government for full contract performance to include shift relief/breaks, Post Associated Time (PAT) if required, timely transport of guards to and from any location in the performance of duty, and accomplishment of assigned additional duties. Vehicle must be sufficient to meet all safety requirements and passenger limitations. Contractor provided vehicles must be clearly marked as such, have working light bar with approved colored lighting meeting Government approval and state law prior to use. Only clearly marked contractor owned or leased vehicles, not “privately owned vehicles” (POVs) owned by individual employees, will be used to perform any services required by this task order.

**5.3.11.** Contract Security employees may use Government Vehicles, when Contractor vehicle is unavailable, in the performance of their duties and will meet all NCANG policies and training requirements. Contractor will show proof of motor vehicle insurance coverage which meets North Carolina motor vehicle requirements, and which covers all contract employees operating a motor vehicle, regardless of whether vehicle is state, federal or contractor owned.

**5.3.12. Weapons.** Prior to completion of the AF Qualification Course of Fire, the contractor shall provide **each** security guard with his or her personally assigned standard 9mm Sig Sauer Model P320 semi-automatic handgun and 5.56mm AR-15 rifle (commercial variant without attachments such as laser sights), or equal in performance of PWS tasking requirements. The salient characteristic of an equivalent is the pistols and rifle’s ability to accept an ammunition magazine used in the 9mm Sig Sauer Model M18 and M-4 rifle. The contractor will obtain Government approval for any equivalent before contract award. (6 guards at Charlotte ANGB equals 6 - 9mm weapons and 5.56mm rifles). The contractor shall also provide pump shotguns to be used as a secondary weapon while performing ISRT/ESRT duties. A minimum of six (6) pump shotguns be provided by the contractor. Weapons will be issued from the SF Armory window by certified 145 SFS armorers only.

**5.3.12.1.** Use of any privately owned personal weapon or ammunition is prohibited.

**5.3.12.2**. Contract security personnel shall not carry a concealed weapon on an Air Force installation even if they are licensed to do so off the installation.

**5.3.12.3.** The contractor shall ensure weapons familiarization in accordance with (IAW) AFMAN 31-129, AFI 36-2654 and AFMAN 36-2655. Pre-performance and recurring qualification training shall meet the Air Force Qualification Course (AFQC) standard stated in Chapter 2 and 3 of AFMAN 36-2655. For the purpose of applying the training and qualification requirements of AFI 36-2654 and AFMAN 36-2655 Contract Guards will be classified as the equivalent of Category A shooters and after initial qualification, they must requalify on their assigned weapon every 12 months as a minimum. The frequency for qualification training and certification will be IAW those stated in paragraph 2.2.6 of AFI 36-2654. The contractor shall provide documentation of successful completion of all training to the QAE.

**5.3.12.4.** Weapons shall be loaded/unloaded in accordance with Air Force procedures outlined in AFMAN 31-129. ANG Security Forces Supervisors must ensure trained and certified clearing barrel agent is present during all clearing, loading and unloading operations. If a Contract Employee is trained and certified by local Security Forces personnel, proof of such training must be documented in each contract employee’s local (145 SFS) training record.

**5.3.12.5.** The 145 SFS reserves the rights to train, arm and equip the contract security personnel with government weapons, including M-4 rifles pending state waiver approval. Individuals will only be so armed upon specific authorization from the Wing Commander. Individuals will have the appropriate qualification/training.

**5.3.13. Ammunition.** Contractor must provide same ammunition as used by the Government at base of service for each security guard (i.e., hollow point 9mm, 5.56mm green tip M855 ammunition and double 00 buckshot.) The contractor must:

* Provide on-hand in armories prior to start date, duty ammunition load to equip 100 percent of contract guards at the same time. Ammo must be rotated and replaced on an as needed basis.
* Provide each contract security employee with sufficient ammunition for (7) full 5.56 (30) round magazines, (1) full 9mm (17) round magazine and (1) full 9mm (21) round magazine to be carried on his/her person while on duty. Arming requirements include a chambered round in weapon (**handguns only**) when on duty. When off-duty, ammunition will be turned in and accounted for by the government armory custodial ammunitions account.
* Provide frangible non-lead ammunition for weapons training, if training is conducted on lead free Government ranges. ***NOTE*:** **Range requirements may vary by location**.
* Provide appropriate ammunition for the completion of the weapons proficiency training using the Air Force Qualification Course of Fire as a guide.

**5.3.14. Weapons Maintenance.** Contractor shall ensure weapons are serviceable and properly cleaned. Any problems or malfunction of weapons shall be immediately reported to on-duty armorer.

**5.3.15. Administrative/Security Clearance.** Contractor shall conduct, document, and coordinate on all security clearance matters as identified in supporting sub-paragraphs. Additionally, the contractor shall comply with all security processes and procedures as identified in supportive sub-paragraphs.

**5.3.15.1. DD Form 254 (DoD Contract Security Classification Specification).** The Government will complete an initial DD Form 254 identifying the extent to which Site Managers will be granted access to classified information. The contractor will submit for Government approval any secondary DD Form 254s necessary for subcontractors.

**5.3.15.2. Visitor Group Security Agreement (VGSA).** Since performance is on government installations, the contractor shall enter into a long-term visitor group security agreement as required in applicable USAF regulations. This agreement shall outline how the contractor integrates security requirements for contract operations with the Air Force as outlined in this section to ensure effective and economical operation on the installation. On the installation, the long-term visitor group security agreement may take the place of a Standard Practice Procedure (SPP). The agreement shall include protection of classified information, security checks of designated work areas and internal security controls for protection of high-value pilferable property. The 145 SFS will manage and maintain the document IAW DoD 5220.22-R, AFPD 31-6, AFI 31-601.

**5.3.15.3. Security Clearance Requirements.** . A secret security clearance is required for all contract security employees. If clearance is validated in the Defense Information System for Security (DISS), an individual may perform duties pending administrative transfer of the clearance. All other contract personnel must attain a favorable National Agency Check (NAC) background check prior to permanent employment.

 **5.3.16. Pass and Identification Items.** The contractor shall ensure the following pass and identification items required for contract performance are obtained for employees and non-government owned vehicles as applicable:

* Common Access Card (CAC), DD Form 1172. Application for Uniformed Services Identification Card. Contractor shall coordinate with 145 SFS and comply with local installation requirements. The CAC may or may not be required. This a separate requirement from the contractor personnel badges required in paragraph 1.3.2.
* Flightline Drivers certification
* AF Restricted Area Badge (RAB).

**5.3.17. Retrieving Identification Media.** The contractor shall retrieve and return to host unit, all identification media, including vehicle decals, badges, etc., from contract employees that depart for any reason before the contract expires and upon termination of the contract.

**5.3.18. Listing of Employees.** The contractor shall maintain a current listing of employees by installation, which must include employee’s full name, social security number, date of birth, and level of security clearance (if applicable). The list shall be validated and signed by a company management official and provided to the Security Forces Manager/Operations Superintendent at the local installation prior to the contract start date. Updated listings shall be provided when any employee’s status or information changes.

**5.3.19. Reporting Requirements.** The contractor shall report to a Security Forces Manager/Operations Superintendent any information or circumstances of which they are aware may pose a threat to the security and/or safety of DOD personnel, contractor personnel, resources, and classified or unclassified defense information IAW AFI 71-101, Volume 1 & 2.

**5.3.20. Incident Reporting.** The contractor shall immediately report all incidents to the Security Forces Operations Superintendent. Incidents include but not limited to weapons discharge, breach of security, accidents, procedural violations, injury to persons or property. The contractor and all employees shall not discuss or provide any information concerning any incident with any other private, civil or government organizations without permission of the Security Forces Manager and the Contracting Officer.

**5.3.21. Testifying Responsibility.** Contractor is required to fully cooperate if called upon to testify or submit a statement in a court-martial or any related court or legal proceeding. Contractor employees called upon to testify will do so in duty status. Cost associated with this task shall be included as overhead in the contractor’s quote. Replacements must be provided for guards who testify in duty status to ensure all posts are fully manned at all times.

**5.3.21. Physical Security Work Areas.** Contract employees shall comply with installation operations plans/instructions for Force Protection Condition procedures, Random Antiterrorism Measures (RAMS), and local search/identification requirements. The contractor shall safeguard all government property.

**5.3.22. Duty/Work Areas.** The contractor shall adhere to local installation procedures for entry to areas where contractor personnel will work.

**5.3.23. Key Control.** The contractor shall establish and implement key control procedures to ensure keys issued to the contractor by the Government are properly safeguarded and not used by unauthorized personnel. The contractor shall not duplicate keys issued by the Government. Lost keys shall be reported immediately to the Site Manager. The total cost of lost keys, re-keying or lock replacement shall be reimbursed to the Government as a Claim against the contractor. Contractor employees shall not use keys to open work areas for personnel other than contract employees engaged in performance of duties, unless authorized by the Security Forces Manager/ Operations Superintendent.

**5.3.24. Prior to Employment Security Screening.** The following background checks will be conducted and completed for all contractor personnel performing services under this contract. Further, all contractor personnel are subject to periodic background checks throughout the duration of the contract, at the discretion of the Government.

**5.3.25. Wants and Warrants Investigations.** The contractor shall perform and provide a pre-employment Wants and Warrants investigation on each individual to the extent required for state armed guards in the state of performance. Investigations shall include, at a minimum, employment history, verification checks of conviction records, ongoing criminal charges, credit check, driving record, and proof of possession of a valid driver’s license. The contractor is responsible for pre-employment background investigation costs. The contractor will provide all investigation results to the respective QAE upon request.

**5.3.26. NCIC and NAC Requirements.** After a preliminary review/evaluation/candidate endorsement, the contractor shall provide the 145 SFS the name (first, MI, last) and full social security number and date of birth of each recommended prospective guard candidate. The Government will perform a National Crime Information Center (NCIC) check on all prospective contractor on-site employees. If NCIC results indicate an individual does not meet National Agency Check (NAC) requirements, the Government reserves the right to require removal under PWS paragraph 1.16.2. The contractor may temporarily assign a potential employee pending a favorable NAC report if the contractor has submitted all required information to the Government and there is no known disqualifying information.

**5.3.27. Lautenberg Amendment.** Persons who are prohibited by 18 U.S.C. 922(d) (9) and (g) (9), Lautenberg Amendment, from possessing firearms cannot be employed under this contract.  This includes persons who have been convicted of or charged with any felony or have been convicted of a misdemeanor crime of domestic violence, or who are subject to a court order that restrains the person from harassing, stalking, or threatening. Further, the Contractor must present to the Contracting Officer any known evidence of criminal misconduct by a prospective or current employee.  The Contracting Officer, in his sole discretion, will determine whether such misconduct is a disqualification from employment. Personnel currently employed who are formally charged with a criminal act (to include domestic abuse shall be suspended from work pending the outcome of such charges).

**5.3.28.** Contractor will brief each employee on the Lautenberg Amendment and complete a DD Form 2760 on each employee. The briefing and Form must be completed before that employee receives government provided training and annually thereafter. Contractor will provide the QAE documentation of all initial and annual briefings.

# **5.4**  **Additional Information**

**5.4.1. Place of Performance/Hours of Operation.** The contractor shall support the 145th Security Forces Squadron at Charlotte ANGB addressed in this Task Order. The mission of the 145th SFS is a 24/7/365 operation. The shift start/stop times will be determined by the individual Installation Security Forces Manager. Recommend contract security personnel not exceed (40) forty hours work per week which does not include related Post-Associated Time (PAT). PAT is defined as time required for weapons/equipment issue and turn in, pre-and post-shift briefings (Guardmount) and transit time to and from post. PAT for Charlotte ANGB is 15 minutes prior to start of each shift. **PAT does not include 30 minutes for lunch. All contract employees will be required to respond as directed when taking lunch. Contractors will not disarm or leave base to pick up lunch/dinner unless manning permits. Lunches will be consumed on base.** All contractor employees will receive all Guardmount information pre- and post-shift from ANG Security Forces shift supervisor prior to posting. The Contract Guard shifts will coincide with the installation’s SF unit shift start and stop times. The contractor will stand Guardmount pre- and post-shift briefings along with the local SF personnel.

**5.4.1.1.** Assigned ANG Security forces supervisors will post schedules in the Guardmount room at least one (1) calendar day before the beginning of each workweek.

**5.4.1.1.1.** All ANG Security shift personnel at Charlotte ANGB work a 10-hour shift and may stay on that schedule regardless of the contract security schedule. Days off are scheduled by the assigned ANG Security Forces shift supervisor.

**5.4.1.1.2.** Intelligence, FPCON and available manning ultimately dictate the type of schedule required. 145th SFS will notify Contract Security Employees at their earliest convenience when a change is required. It’s important to note that this scenario usually happens during contingency operations with short notice.

**5.4.1.2.** Contract Security personnel shall not perform any duty in excess of 12 hours and must have at least 8 hours rest between shifts. The consumption/intake of alcoholic beverages or other substances that would impair/alter judgment or performance during the 8-hour period prior to a scheduled shift is prohibited and will be dealt with immediately if suspected IAW AFI 31-117.

**5.4.1.3.** The ANG Security Forces shift supervisor will coordinate with the contract security shift representative to provide shift relief for employees during meals and OJT/standardization and evaluation training/ testing when possible.

**5.4.1.3.1.** Lunch break may be required to be taken on post when manning dictates the necessity in accordance with AFI 31-101 which covers minimum manning requirements for Air Force Protection Level resources.

**5.4.2. Privacy Act.** Work on this project may require that personnel have access to Privacy Information. Personnel shall adhere to the Privacy Act, Title 5 of the U.S. Code, Section 552a and applicable rules and regulations.

**5.4.3. Minimum Guard Requirements.** Contractor guards shall meet all pre-employment requirements prior to assuming government posting duties. Contractor will ensure that all guards meet the following qualifications prior to posting:

* Civilian or military law enforcement/security experience preferred.
* Be a citizen of the United States.
* Be at least 21 years of age.
* Speak, read, write and understand English.
* Be drug free and remain drug free for the duration of the contract.
* Have knowledge of procedures on use of wire and radio communications and report writing.
* Be a high school graduate or possess a Graduate Equivalency Degree (GED) equivalent.
* Possess a valid state issued driver’s license.
* Possess a state issued security guard license and weapons permit (in jurisdictions where such licenses or permits are available)

**5.4.4. Standards of Appearance.** Employees' appearance will be neat, fit, well groomed, and present a professional image. Beards will be in accordance with DAFI 36-2903 and must be accompanied by a medical shaving waiver. Employees may not be overweight to the extent that a professional image is not maintained (Body Mass Index greater than 30). Employees may not have any intentional body alteration/modification that results in a visible, physical effect that detracts from a professional image. Employees may not have visible tattoos that are obscene, gang affiliated, advocate sexual, racial, ethnic, or religious discrimination or are of an unprofessional nature. Employees may not have any visible brands. Employees are prohibited from attaching, affixing or displaying (body piercing) objects, articles, jewelry or ornamentation to or through the ear, nose, tongue or any exposed body part. ***EXCEPTION*:** Women may wear one matching pair of earrings: one small conservative earring per earlobe that fit tightly without extending below the earlobe. The contractor shall coordinate with the local Security Forces leadership to determine what presents a professional image. Contract guards will wear uniform work clothing with contractor insignia clearly displayed on the outer uniform garment, above the waist. The Wing Commander has designated a utility uniform matching that worn by current state contract guards to be worn. Unauthorized insignia or accoutrements will not be worn with or on uniform work clothing. Uniform work clothing will be clean and in well-pressed condition at all times. Footwear will be polished at all times.

**5.4.5. Mental Demands.** Contract security personnel must be mentally alert at all times and capable of taking prompt efficient action to mitigate emergency situations such as fire, attempted theft, espionage, sabotage and other acts detrimental to safeguarding Government personnel and property.

**5.4.6. Physical Demands.** Contract employees are expected to be physically able to perform the following functions in the performance of their assigned duties: frequent and prolonged walking, standing, sitting, stooping, climbing, crawling, jumping, occasional running or sprinting, and subduing and detaining violent or potentially violent individuals. They must be able to lift up to 50 pounds and administer self-aid and buddy care as defined by AFI 36-2238 and AFH 36-2218 Volumes 1 and 2. The contractor employees shall be capable of performing all duties without regard to any physical limitations that would preclude full performance of duty. Physical stamina and strength in all of its forms (endurance, temperature/climate, stress, etc.) is a basic requirement of this position. Individuals not meeting the physical requirements of their assigned position will be removed from this Task Order upon the Contracting Officer’s request.

**5.4.7. Medical Examinations.** The contractor shall ensure that all personnel are free from any conditions that would interfere with the full performance of duties, as demonstrated by the results of a physical examination within 35 days prior to their performance start date. Disqualifying conditions include presence of any blood borne pathogens, including hepatitis and HIV. The contractor must ensure **current immunizations meet the local civilian law enforcement requirements prior to performance start date.**

**5.4.8. Drug Screening.** The contractor is responsible for all associated costs of drug screening for contract employees throughout the term of the contract. Contractor is responsible to conduct initial drug tests for all employees within 35 days prior to performance start date. Drug testing will meet or exceed all state and local requirements. A positive initial drug test disqualifies the individual from employment under this contract. Employed contract personnel are subject to random drug screening at all times. The contractor shall conduct, at a minimum, quarterly random drug screening on 25% of their contract workforce, resulting in 100% tested within a one year period or within the term of this contract, whichever is shorter. Contractor will submit timely drug test procedures and results to the Security Forces Operations Superintendent. Contractor will notify the Contracting Officer and 145 SFS/CSF of any positive drug test results within 72 hours of drug test result notification. A positive drug test disqualifies the individual from further **employment under this contract.**

**5.4.9. Standardization Evaluation (Stan-Eval/Assessments & Testing).** Contract security personnel will be administered a Stan-Eval to certify duty position training IAW AFI 36-2646. The local security forces unit will administer and document the Stan-Eval that consists of an oral test, performance evaluation, weapons safety, arming and use of force test, and weapons test. If a contract guard fails the Stan-Eval, the individual has 15 duty days for review training and must complete a re-evaluation within 15 duty days of review training completion. During the period of review training/awaiting re-evaluation, guards may continue to perform duties as long as they are on a post with other fully qualified guards who have passed their Stan-Eval. Should the guard fail the re-evaluation, they will be permanently excluded from performance under this contract **pursuant to paragraph 1.16.2 of this PWS**. It is the contractor’s responsibility to ensure their personnel prepare for the Stan-Eval.

**5.4.10. Special Provisions.**

**5.4.11. Temporary Removal of Guard Personnel Posing an Imminent Threat.** The Security Forces Manager of the Security Forces units or designated representative at locations where contract guard personnel are performing may direct the contractor to temporarily remove immediately any individual from duty who poses an imminent threat to safety of personnel or Government resources. The temporary removal will last until the incident prompting removal has been resolved to the satisfaction of the government.  Once the incident has been resolved, the individual will either be allowed to return to work on the contract or permanently removed from performance on the contract in accordance with paragraph 1.16.2. below as the government deems appropriate. Temporary removal of guard personnel does not relieve the contractor of any performance requirements or create an entitlement to an equitable adjustment.

**5.4.12. Permanent Removal of Guard Personnel.** The Government reserves the right to permanently exclude any individual from performance under this contract whose performance does not meet standards or fails to pass a security check under PWS paragraphs 1.4. and 1.14. Such failure includes, but is not limited to, falsifying reports or statements; mishandling weapons; loss, destruction, or irresponsible use of government equipment; or other criteria identified in this PWS. When so instructed, the contractor shall immediately remove such individual in accordance with the Contracting Officer’s instructions. Permanent removal of guard personnel does not relieve the contractor of any performance requirements or create an entitlement to an equitable adjustment. The contractor shall not, without the Contracting Officer’s consent, reinstate on this contract any employee who has been permanently removed.

**5.4.13. Program Management.** The NC ANG Security Forces Manager will serve as the liaison between Contractor and the 145 SFS. The 145th Security Forces Staff will be responsible for program management. The contractor’s quote shall include a description of the program management process for central management, liaison and communication between the contractor and the Government.

**5.4.14. Site Manager (SM) Requirements.** The contractor shall within ten calendar days of award provide to the Contracting Officer their Site Manager position description and the resumes for the SM at each installation specified in the Bid Schedule. SMs must meet all requirements for contract guards, plus have 10 years experience in base security operations with at least 5-years’ experience directly related to military security IEC, VI, VC and SRT operations. SMs shall have experience supervising large diverse groups of people. SMs shall act as the local point of contact for the Government at each installation and must have prior administrative and supervisory experience in managing a complex security or law enforcement operation. The contractor shall provide to the Security Forces Manager/Operations Superintendent at each installation the phone number(s) of each SM or other means for immediate contact. SM will not be assigned a Shift Supervisor position or stand post as a Security Guard but may assume temporary relief responsibilities of the Shift Supervisor position in temporary emergency situations not exceeding one 8-hour shift (such as sudden illness of the Shift Supervisor with no replacement available). Contractor must identify a qualified contract shift supervisor replacement within 12 hours in this case. SM shall wear appropriate business attire to perform duties.

**5.4.15. Shift Supervisor Requirements.** The Contractor shall provide one (1) senior contract shift supervisor for days and one regular shift supervisor for each shift using contract guards. The senior individual will perform shift duty on the day shift. The contractor shall provide a duty shift supervisor for each shift in which personnel are performing. The Day Shift Supervisor shall work closely with the Security Forces Manager/Operations Superintendent or Security Force Flight Chief or designated representative and shall be capable of responding immediately to any operational need. The Shift Supervisor must meet all requirements for contract guards, plus have 5 1 briefed on daily pass-on, are posted and relieved appropriately, are well-versed in their duties, and are fit for duty. Shift Supervisors will also assist Flight Chiefs with training requirements, maintaining shift time sheets and other duties as assigned by the Site Manager. The Shift Supervisor shall conduct health and welfare checks throughout the shift to verify that all contract guard personnel remain fit for duty. The Shift Supervisor shall be trained to perform clearing barrel duties as defined by DAFMAN 31-129, paragraph 1.4.1, by the local Security Forces squadron and the training will be documented in the individual’s training records. However, the Shift Supervisor shall perform clearing barrel duties only for contractor employees. The Shift Supervisor position is a “working supervisor position”. A Shift Supervisor may work one of the posts of a contract guard or may assume temporary relief responsibilities. Contractor must identify a qualified contract security guard replacement within 2 hours in any case where a scheduled guard “calls off” for a designated shift. It is the contract shift supervisors’ responsibility to ensure that all required contracted post for the Charlotte ANGB are always manned. In the event of a” call off “the shift supervisor will fill the vacancy until a qualified replacement can arrive, this may require supervisors to stay late or report early. Shift supervisors will not work more than twelve hours in a shift. If this type of event incurs overtime the North Carolina Air National Guard will not be financially liable. Shift Supervisors shall wear approved guard uniform to perform duties.

**5.4.16. Personnel Records.** A copy of all records for each contract guard, Shift Supervisor, and SM working at the installation shall be maintained at the installation of their employment. These records shall be available for inspection by the Government to ensure compliance with the PWS. The contractor shall provide a copy of each record to the 145 SFS. Records include, but are not limited to state training completion, verification of license application, state weapons and state training licenses/certifications, proof of medical and drug clearance for each employee, documented proof of completed local background investigation and other training documents

**5.4.17. SERVICE SUMMARY (SS**)

|  |  |  |  |
| --- | --- | --- | --- |
| **SS#** | **PERFORMANCE OBJECTIVE** | **PWS PARAGRAPH** | **PREFORMANCE THRESHOLD** |
| 1 | Provide Armed Guards to Meet Posting Schedule | 1.1, 1.15.1 | 100% Of All Scheduled Manning is Achieved  |
| 2 | Contract Guards Meet all Prerequisite Requirements | 1.15.3. through 1.15.9, 1.14 | 100% Of All Guards Meet all PWS Prerequisite Requirements Prior to Posting |
| 3 | Qualified Guards Are On Post1. Guards Are Properly Trained
2. Guards Are Properly Armed
3. Guards Are Properly Equipped
 | 1.1, 1.21.21.3 | 100% Of All Posted Guards Are Current in All Contractors Required PWS Training and Certification 100% Of All Posted Guards Are Properly Armed100% Of All Posted Guards Are Properly Equipped |
| 4 | Properly Control Installation Entry | 1.11.11.11.1 | 100% Of All Unauthorized Personnel and Vehicles Denied Entry100% Of All Commercial Vehicle Are Properly Inspected100% Of All Explosive Laden Vehicles Directed to Proper Holding Areas and Receiving Points100% Verification Of Documentation and Need to Enter the Installation Prior to Issuing Visitor Passes |

**5.4.18. Government Furnished** – The government will provide the contractor for use in the performance of this contract only, the following information, facilities, property, and equipment

**5.4.19.**  **Initial Training –** After each guard satisfactorily completes all personnel requirements in Section III (including meeting all prerequisites to obtain a state guard license in jurisdictions where available), the government will provide that guard approximately 40 hours of training. Government furnished initial training includes, but is not limited to:

* 1. Unit mission as applicable to the contractor duties
	2. How to use and care for Security Forces facilities and equipment
* How to perform Installation Entry Control duties, Vehicle Inspection duties, and Visitor Control Center duties
* Authority and areas of jurisdiction to include the Arming and Use of Force Training (including Deadly Force) IAW AFI 31-117 and AFMAN 31-222
* Familiarization with Memorandums of Understanding or Assistance Agreements with local supporting agencies
	1. Government Drivers Training and Licensing, as required by the government
	2. Routine, Exercise and Emergency Actions to include Safe Haven, bomb threat, HAZMAT, explosive shipments, etc.
	3. Communication procedures (radio and telephone) Expanded initial training requirements as deemed necessary by the government. Initial training includes, but not limited to emergency procedures, standardization and evaluation training, training on other weapons, accountability, and procedures to draw, handle and turn-in ammunition. Ensuring contractor guards can detect and detain persons suspected of committing other offenses such as drunk driving, improper transport of drugs, and transporting explosive materials/weapons, etc., in accordance with Installation SOPs and/or special orders.

f. Tour of Duty Exercises

**5.4.20. Land Mobile Radios (LMR)** – LMRs and cases as required by post, and all required maintenance

**5.4.21. Small Arms Firing Range Time** – Small arms firing range time will be furnished on space available basis. Range time must be scheduled through the local units. If range space unavailable, Contractor is responsible for making timely alternative range arrangement. Government will provide oversight to ensure AFQC standards are not met.

**5.4.22. Weapons and Ammunition** – Government is responsible for storage and issue of contractor owned weapons and ammunition. These weapons and ammunition may be stored immediately upon contract award after completion of a joint inventory. Government is responsible for providing weapons storage racks/containers. The government will issue weapons and ammunition from contractor’s supply to each contract guard prior to posting and return all issued weapons and ammunition at the end of each shift to contractor’s supply.

**5.4.23. Office Space** – Government will provide Guard Mount area as required. Telephone access shall be for the local area only. Contractor is responsible for providing a computer and all peripheral computer equipment and supplies for each Site Manager. If the installation provides LAN access, the contractor shall be required to comply with Installation computer security requirements when accessing the Government LAN.

**5.4.24. Duty Equipment Storage** – Local units will furnish storage for duty equipment and parking for contractor’s security vehicle(s).

**NOTE: ONE flat rate will be paid, but there will be three categories of minimum required rates. Pre-approved overtime will be authorized or paid. Holiday pay is included in the bill rate amount shown. Salary or Salary non-exempt pay status (whichever is more appropriate) is highly favorable due to alternate work schedule environment.**

**5.5 PROJECT ORGANIZATION**

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

**5.6 TECHNICAL APPROACH**

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

# **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 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 ACCEPTANCE OF WORK**

The State shall have the obligation to notify Vendor, in writing ten (10) calendar days following completion of such work or delivery of a deliverable described in the Contract that it is not acceptable. The notice shall specify in reasonable detail the reason(s) it is unacceptable. Acceptance by the State shall not be unreasonably withheld; but may be conditioned or delayed as required for reasonable review, evaluation, installation, or testing, as applicable to the work or deliverable. Final acceptance is expressly conditioned upon completion of all applicable assessment procedures. Should the work or deliverables fail to meet any specifications, acceptance criteria or otherwise fail to conform to the Contract, the State may exercise any and all rights hereunder, including, for Goods deliverables, such rights provided by the Uniform Commercial Code, as adopted in North Carolina.

**6.5 TRANSITION ASSISTANCE**

If a Contract results from this solicitation, and the Contract is not renewed at the end of the last active term, or is canceled prior to its expiration, for any reason, Vendor shall provide transition assistance to the State, at the option of the State, for up to three (3) months to allow for the expired or canceled portion of the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Services to the State or its designees. If the State exercises this option, the Parties agree that such transition assistance shall be governed by the terms and conditions of the Contract (notwithstanding this expiration or cancellation), except for those Contract terms or conditions that do not reasonably apply to such transition assistance. The State shall agree to pay Vendor for any resources utilized in performing such transition assistance at the most current rates provided by the Contract for performance of the Services or other resources utilized.

**6.6 DISPUTE RESOLUTON**

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.

**6.7 CONTRACT CHANGES**

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

**6.8 ATTACHMENTS**

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

# ATTACHMENT B: INSTRUCTIONS TO VENDORS

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

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

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**ATTACHMENT A: COST PROPOSAL**

|  |  |  |  |
| --- | --- | --- | --- |
| **POSITION** | **QTY** | **HOURLY BILL RATE** | **Estimated total based on 36,000 hours per position** |
| **Security Operations (Capt.)** | **1** |  |  |
| **Operations Manager (Lt)** | **1** |  |  |
| **Site Supervisor (Sgt)** | **3** |  |  |
| **Security Officers**  | **As needed (1,450 base personnel)** |  |  |

**TOTAL EXTENDED COST**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION**

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

Vendor Name: \_

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

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

The Vendor shall respond to questions below, as applicable.

**PART I: HUB CERTIFICATION**

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

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

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

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

**PART II: PROCUREMENT OF GOODS - SUPPLIERS**

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

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

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

**PART III: PROCUREMENT OF SERVICES - SUBCONTRACTORS**

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

If *yes*, then provide the following information:

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

**Need more information?**

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

Questions concerning NC HUB certification, contact the [**North Carolina Office of Historically**](http://ncadmin.nc.gov/businesses/hub) [**Underutilized Businesses**](http://ncadmin.nc.gov/businesses/hub) at 984-236-0130 or huboffice.doa@doa.nc.gov

**ATTACHMENT E: CUSTOMER REFERENCE FORM**

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

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

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

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

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

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

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

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

Vendor Name: \_

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

Vendor shall complete items 1 and 2 below.

1. **Will any work under this Contract be performed outside of the United States**?

 YES NO

**If “YES”:**

* 1. List the location(s) outside of the United States where work under the Contract will be

performed by the Vendor, any subcontractors, employees, or any other persons performing work under the Contract.

* 1. Specify the manner in which the resources or workers will be utilized:
1. Where within the United States will work be performed?

 \_

**NOTES:**

1. The State will evaluate the additional risks, costs, and other factors associated with the utilization of workers outside of the United States prior to making an award.
2. Vendor shall provide notice in writing to the State of the relocation of the Vendor, employees of the Vendor, subcontractors of the Vendor, or other persons performing services under the Contract to a location outside of the United States.
3. All Vendor or subcontractor personnel providing call or contact center services to the State of North Carolina under the Contract **shall disclose** to inbound callers the location from which the call or contact center services are being provided.

**ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION**

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

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

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

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

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

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

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

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

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

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

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

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

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

Signature Date

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

Printed Name Title

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

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

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

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

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

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

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

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

Signature of Vendor’s Authorized Official

Name and Title of Vendor’s Authorized Official

Date

**ATTACHMENT I: ALCOHOL/DRUG-FREE WORKPLACE POLICY**

POLICY

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

PURPOSE

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

PROCEDURES/OPERATIONAL GUIDELINES

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

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

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

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

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

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

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

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