Vendor:



STATE OF NORTH CAROLINA

Winston-Salem State University

Request for Proposal #: 74-WS2024-0036

Winston-Salem State University Security Services

Date of Issue: February 23, 2024

Mandatory Pre-Proposal Meeting: March 4, 2024, at 10:00 am EST via Zoom

Submit Written Question Deadline: March 18, 2024, by 5:00 pm EST

Response to Written Question Deadline: March 29, 2024, by 5:00 pm EST

Proposal Submission Deadline: April 8, 2024, by 1:00 pm EST via eVP Portal

Proposal Opening Date: April 8, 2024, at 3:00 pm EST via Zoom

Direct all inquiries concerning this RFP to:

Cheryl D Moore Purchasing Specialist Email: <u>moorec@wssu.edu</u> Phone: (336)750-2745



STATE OF NORTH CAROLINA

Request for Proposal

74-WS2024-0036

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

Electronic responses through eVP ONLY will be accepted for this solicitation.

STATE OF NORTH CAROLINA Division of Winston-Salem State University

Refer <u>All</u> Inquiries regarding this RFP to: Cheryl D Moore	Request for Proposal #: 74-WS2024-0036
1604-B Lowery Street Winston-Salem, NC 27110	Proposals will be publicly opened:
(336)750-2745; moorec@wssu.edu	Responses to this RFP will be due on April 8, 2024. All received responses will be opened
	later that afternoon at 3:00 pm EST via Zoom. Only Vendors with received responses will
	be allowed to attend.
Using Agency: Winston-Salem State University	Commodity No. and Description:
Requisition No.:	990-00 Security Services

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

Failure to execute/sign proposal prior to submittal 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 ABOV	/E (SEE INSTRUCTIONS	TO VENDORS ITEM #21):	
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR	FAX NUMBER:		
VENDOR'S AUTHORIZED SIGNATURE*:	DATE:	EMAIL:	

Proposal Number: 74-WS2024-0036 Winston-Salem State University Security Services

VALIDITY PERIOD

Offer shall be valid for at least sixty 60 days from date of bid opening. 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 UNIVERSITY USE ONLY: Offer accepted and Contract awarded this ______ day of _____, 20___, as indicated on

The attached certification, by _

(Authorized Representative of Winston-Salem State University)

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Vendor:_____

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1.0 PURPOSE AND BACKGROUND

Winston-Salem State University (hereafter referred to as WSSU or as the University) is located in Winston-Salem NC and is ranked in the top 10 HBCU's in the United States and is a fully accredited State of North Carolina institution of higher education. Our Strategic Plan 2022-2030 UNLEASH THE GENIUS number one priority is to increase Student Enrollment: By June 30, 2024, we aim to strengthen WSSU's position as a "first choice" institution for diverse undergraduate and graduate students by increasing the total projected fall 2024 enrollment by 3%. Please visit <u>https://www.wssu.edu/about/strategic-plan-2030/index.html</u> for the entire plan. You may find additional information on the University at the following link <u>https://www.wssu.edu/about/index.html</u>.

The University seeks to partner with a vendor that has a North Carolina Private Protective Services License to provide professional and trained personnel to assist in protecting the students, faculty, staff, and visitors. The vendor must be able to provide staff that are trained to work with diverse groups. Although not a requirement, it is a preference that the vendor has experience providing the services to higher education institutions that have students living in residence halls on campus.

The successful bidder shall furnish unarmed, uniformed security officers, supervisors, and management in regular monitoring of public areas within and surrounding residence halls, assist with athletic events, special events and any other areas as deemed required/necessary by the University as mutually agreed-upon by both parties. In addition, contract security shall provide the materials, equipment, tools and supplies to provide such services.

This coverage shall include, but not be limited to, enforcing University policies and procedures within the areas as determined by the University (jurisdiction), providing assistance to students, employees, visitors, and guests. These services do not include working within individual residence hall rooms or apartments.

These services include, but are not limited to days, nights, weekends, or holidays, during special University events, or as requested, on an as needed basis as mutually agreed. The services provided by contract security shall be made available to any property that is/will be operated, leased, or owned by the University during the term of the agreement.

The University Police are trained to handle all emergency situations and should be the first contact in an emergency. If a Security Officer encounters any emergency, they are to contact University Police immediately via radio or by dialing (336)750-2900. However, in the event of an emergency where a University Police Officer is not present or needs assistance, the contract security officer shall respond and assist with the emergency in a safe area until University Police arrive on the scene. The University Police Officer will then assume control of the situation, and the other security staff shall provide assistance as needed. These emergencies may include, but are not limited to, the activation of a fire alarm system, loss of facility services, personal injury incidents or other medical problems.

The intent of this solicitation is to award a University specific contract for the services outlined in this RFP. However, the University reserves the right to award multiple contracts.

1.1 CONTRACT TERM

The Contract shall have an initial term of *three (3)* years, beginning on the date of final Contract execution (the "Effective Date"). The Vendor shall begin work under the Contract immediately following the Effective Date.

At the end of the Contract's initial term, the University 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 University will give the Vendor written notice of its intent to exercise each option no later than (60) days before the end of the Contract's then-current term. In addition to any optional renewal terms, and with the Vendor's concurrence, the University reserves the right to extend the Contract after the last active term.

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

2.0 GENERAL INFORMATION

2.1 REQUEST FOR PROPOSAL DOCUMENT

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

2.2 E-PROCUREMENT FEE – DOES NOT APPLY TO RFP

2.3 NOTICE TO VENDORS REGARDING RFP TERMS AND CONDITIONS

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

If Vendors have questions or issues regarding any component of this RFP, those must be submitted as questions in accordance with the instructions in the PROPOSAL QUESTIONS Section. If the University 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. WSSU 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 University 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 University may exercise its discretion to consider Vendor proposed modifications. By execution and delivery of this RFP Response, the Vendor agrees that any additional or modified terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect, and will be disregarded unless expressly agreed upon through negotiation 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

Event	Responsibility	Date and Time
Issue RFP	University	February 22, 2024
Pre-Proposal Meeting	University	March 4, 2024, at 10:00 am EST via Zoom
Submit Written Question Deadline	Vendor	March 18, 2024, by 5:00 pm EST
Provide Response to Written Questions	University	March 29, 2024, by 5:00 pm EST
Proposals Submission Deadline	Vendor	April 8, 2024, at 1:00 pm EST eVP Portal
Bid Opening	University	April 8, 2024, at 3:00 pm EST via Zoom
Contract Effective Date	University	TBD

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

2.5 PRE-PROPOSAL MEETING

Mandatory Pre-Proposal Zoom Conference

Date:	March 4, 2024
Time:	10:00 am Eastern Daylight Time
Location:	Zoom (see information below)
Contact #:	(336)750-2745 – Cheryl D Moore

Instructions: It shall be **MANDATORY** that a representative from each Vendor be present for a pre-proposal meeting. Attendees must be prompt. LATE ATTENDEES WILL NOT BE ALLOWED TO PARTICIPATE IN THE MEETING, NOR SHALL THEIR PROPOSAL BE CONSIDERED.

FAILURE TO ATTEND THE MANDATORY MEETING IN IT'S ENTIRETY SHALL RESULT IN VENDOR'S PROPOSAL BEING DEEMED NON-RESPONSIVE AND NOT CONSIDERED FOR AWARD.

The purpose of this meeting is for all prospective Vendors to apprise themselves of the conditions and requirements which will affect the performance of the work called for by this RFP. Vendors must stay for the duration of the meeting. No allowances will be made for unreported conditions that a prudent Vendor would recognize as affecting the work called for or implied by this RFP.

Vendors are cautioned that any information released to attendees during the meeting, which conflicts with, supersedes, or adds to requirements in this RFP, must be confirmed by written addendum before it can be considered to be a part of this RFP.

Pre-Proposal Zoom Conference

Topic: RFP 74-WS2024-0036 WSSU Security Services Pre-Proposal Meeting

Time: March 4, 2024, 10:00 AM Eastern Time (US and Canada)

Join Zoom Meeting

https://wssu.zoom.us/j/92341319310?pwd=SGltRnZtaEpWRGFEN1Rmci9FRnpOdz09

Meeting ID: 923 4131 9310

Passcode: 8q256m

One tap mobile

+13017158592,,92341319310#,,,,*828184# US (Washington DC)

+13052241968,,92341319310#,,,,*828184# US

Dial by your location

- +1 301 715 8592 US (Washington DC)
- +1 305 224 1968 US
- +1 309 205 3325 US
- +1 312 626 6799 US (Chicago)
- +1 646 931 3860 US
- +1 929 205 6099 US (New York)
- +1 346 248 7799 US (Houston)
- +1 360 209 5623 US
- +1 386 347 5053 US

Proposal Number: 74-WS2024-0036 Winston-Salem State University Security Services

- +1 507 473 4847 US
- +1 564 217 2000 US
- +1 669 444 9171 US
- +1 669 900 6833 US (San Jose)
- +1 689 278 1000 US
- +1 719 359 4580 US
- +1 253 205 0468 US
- +1 253 215 8782 US (Tacoma)
- Meeting ID: 923 4131 9310

Passcode: 828184

Find your local number: https://wssu.zoom.us/u/aclnoder9d

Join by SIP

• 92341319310@zoomcrc.com

Join by H.323

- 162.255.37.11 (US West)
- 162.255.36.11 (US East)
- 115.114.131.7 (India Mumbai)
- 115.114.115.7 (India Hyderabad)
- 213.19.144.110 (Amsterdam Netherlands)
- 213.244.140.110 (Germany)
- 103.122.166.55 (Australia Sydney)
- 103.122.167.55 (Australia Melbourne)
- 149.137.40.110 (Singapore)
- 64.211.144.160 (Brazil)
- 149.137.68.253 (Mexico)
- 69.174.57.160 (Canada Toronto)
- 65.39.152.160 (Canada Vancouver)
- 207.226.132.110 (Japan Tokyo)
- 149.137.24.110 (Japan Osaka)

Meeting ID: 923 4131 9310

Passcode: 828184

2.6 PROPOSAL QUESTIONS

Upon review of the RFP documents, Vendors may have questions to clarify or interpret the RFP in order to submit the best proposal possible. To accommodate the Proposal Questions process, Vendors shall submit any such questions by the "Submit Written Questions" date and time, **March 18, by 5:00 pm EST**, unless modified by Addendum.

Written questions shall be emailed to Cheryl Moore *moorec@wssu.edu* by the date and time specified above. Vendors should enter *"RFP # 74-WS2024-0036:* Questions" as the subject for the email. Question submittals should include a reference to the applicable RFP section and be submitted in the format shown below:

Reference	Vendor Question
RFP Section, Page Number	Vendor question?

Questions received prior to the submission deadline date, the University's response, and any additional terms deemed necessary by the University will be posted in the form of an addendum to *the electronic Vendor Portal (eVP),* <u>https://evp.nc.gov,</u> and shall become an Addendum to this RFP. No information, instruction or advice provided orally or informally by any State personnel, whether made in response to a question or otherwise in connection with this RFP, shall be considered authoritative or binding. Vendors shall rely *only* on written material contained in the RFP and an addendum to this RFP.

2.7 PROPOSAL SUBMITTAL

All proposal responses shall be submitted electronically via the electronic Vendor Portal (eVP). Additional information can be found at the eVP updates for Vendors link: <u>https://eprocurement.nc.gov/news-events/evp-updates-vendors</u>.

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.

Failure to submit a proposal in strict accordance with these instructions shall constitute sufficient cause to reject a Vendor's proposal(s). Vendors are strongly encouraged to allow sufficient time to upload proposals.

Critical updated information may be included in Addenda to this RFP. It is important that all Vendors responding to this RFP periodically check the State's eVP website for any Addenda that may be issued prior to the bid opening date. All Vendors shall be deemed to have read and understood all information in this RFP and all Addenda thereto.

2.8 PROPOSAL CONTENTS

Vendors shall populate all attachments of this RFP that require the Vendor to provide information and include an authorized signature where requested. Failure to provide all required items, or Vendor's submission of incomplete items, may result in the University rejecting Vendor's proposal, at the University's sole discretion.

Vendor RFP responses shall include the following items and attachments, which shall be arranged in the following order:

- a) 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.
- b) Title Page: Include the company name, address, phone number and authorized representative along with the Proposal Number.
- c) Completed and signed version of all EXECUTION PAGES, along with the body of the RFP.
- d) Signed receipt pages of any addenda released in conjunction with this RFP.
- e) Completed version of ATTACHMENT A: PRICING or COST PROPOSAL
- f) Completed version of ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION
- g) Completed version of ATTACHMENT E: CUSTOMER REFERENCE FORM
- h) Completed version of ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR
- i) Completed version of ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION
- j) Completed and signed version of ATTACHMENT H: ACKNOWLEDGMENT OF COVID-19 VACCINATION AND TESTING POLICY
- k) Completed and signed version of ATTACHMENT I: LOBBYING ACTIVITY CERTIFICATION FOR FEDERAL GRANTS

2.9 OPENING OF SUBMITTED PROPOSALS

All submitted proposals will be opened publicly via Zoom as detailed below. The Zoom meeting information is provided below and on the next page. Only Vendors that have submitted proposals will be allowed to attend the opening.

PROPOSAL OPENING

Topic: RFP 74-WS2024-0036 WSSU Security Services Submitted Proposal Opening

Time: April 8, 2024, 3:00 PM Eastern Time (US and Canada)

Join Zoom Meeting

https://wssu.zoom.us/j/96838907647?pwd=NIBIVkN2MUQyUEU2WFcvN25PNWZaUT09

Meeting ID: 968 3890 7647

Passcode: 1g035k

One tap mobile +19292056099,,96838907647#,,,,*710021# US (New York) +13017158592,,96838907647#,,,,*710021# US (Washington DC)

Dial by your location

 +1 929 205 6099 US (New York) • +1 301 715 8592 US (Washington DC) • +1 305 224 1968 US • +1 309 205 3325 US +1 312 626 6799 US (Chicago) • +1 646 931 3860 US • +1 346 248 7799 US (Houston) • +1 360 209 5623 US • +1 386 347 5053 US • +1 507 473 4847 US • +1 564 217 2000 US • +1 669 444 9171 US • +1 669 900 6833 US (San Jose) • +1 689 278 1000 US • +1 719 359 4580 US • +1 253 205 0468 US +1 253 215 8782 US (Tacoma) Meeting ID: 968 3890 7647

Passcode: 710021 Find your local number: <u>https://wssu.zoom.us/u/adsB0Snp4V</u>

Join by SIP

96838907647@zoomcrc.com

Join by H.323

• 162.255.37.11 (US West)

- 162.255.36.11 (US East)
- 115.114.131.7 (India Mumbai)
- 115.114.115.7 (India Hyderabad)
- 213.19.144.110 (Amsterdam Netherlands)
- 213.244.140.110 (Germany)
- 103.122.166.55 (Australia Sydney)
- 103.122.167.55 (Australia Melbourne)
- 149.137.40.110 (Singapore)
- 64.211.144.160 (Brazil)
- 149.137.68.253 (Mexico)
- 69.174.57.160 (Canada Toronto)
- 65.39.152.160 (Canada Vancouver)
- 207.226.132.110 (Japan Tokyo)
- 149.137.24.110 (Japan Osaka)

Meeting ID: 968 3890 7647

Passcode: 710021

3.0 METHOD OF AWARD AND PROPOSAL EVALUATION PROCESS

3.1 METHOD OF AWARD

North Carolina G.S. 143-52 provides a general list of criteria the University 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 University'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) multiple Vendors, the University 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 University to do so.

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

3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

While this RFP is under evaluation, the responding Vendor, including any subcontractors and suppliers, is prohibited from engaging in conversations intended to influence the outcome of the evaluation. See Paragraph 28 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.

3.3 PROPOSAL EVALUATION PROCESS

Only responsive submissions will be evaluated.

The University 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 Winston-Salem State University 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 University.

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, Winston-Salem State University will make award(s) based on the evaluation and post the award(s) to the State's eVP website under the RFP number for this solicitation. Award of a Contract to one Vendor does not mean that the other proposals lacked merit, but that, all factors considered, the selected proposal was deemed most advantageous and represented the best value to the University.

Winston-Salem State University 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 University.

3.4 EVALUATION CRITERIA

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

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 University to award this RFP to the Vendor(s) providing the Best Value and recognizing that Best Value may result in award other than the lowest price or highest technically qualified offer. By using this method, the overall ranking may be adjusted up or down when considered with, or traded-off against, other non-price factors.

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

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 University:

- 1. Vendor Qualifications
- 2. Vendor Experience [Time in Service and License]
- 3. Vendor References
- 4. Pricing
- 5. HUB Certification

3.5 PERFORMANCE OUTSIDE THE UNITED STATES

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

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

3.6 INTERPRETATION OF TERMS AND PHRASES

This RFP serves two functions: (1) to advise potential Vendors of the parameters of the solution being sought by Winston-Salem State University; 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 University will take into consideration the degree to which Vendors have proposed or failed to propose solutions that will satisfy the University'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 University exercising its discretion to reject a proposal in its entirety.

4.0 REQUIREMENTS

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

4.1 PRICING

Proposal price shall constitute the total cost to Winston-Salem State University for complete performance in accordance with the requirements and specifications herein, including all applicable charges for handling, transportation, administrative and other similar fees. Complete **ATTACHMENT A: PRICING FORM** and include in Vendor's proposal. The pricing provided in ATTACHMENT A, or resulting from any negotiations, is incorporated herein and shall become part of any resulting Contract.

4.2 INVOICES

Vendor shall invoice the Purchasing Agency on its company letterhead. 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 the Purchasing Agency to verify pricing at the 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, Invoice Date, Purchase Order Number, accurate description of the work for which the invoice is being submitted must include Employee Name, Event (ie. Special Event, Homecoming, Sporting Event, etc.), hours, the period of time covered, Price. The same information is required for Overtime hours also.

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

Invoices should be mailed to Disbursement Services: 1604-B Lowery Street Winston-Salem NC 27110 or Emailed to Disbursement Services: <u>acctpayablestaff@wssu.edu</u>.

4.3 FINANCIAL STABILITY

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

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

4.4 HUB PARTICIPATION

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

4.5 VENDOR EXPERIENCE

In its Proposal, Vendor shall demonstrate experience with public and/or private sector clients with similar or greater size and complexity to Winston-Salem State University. 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.

4.6 **REFERENCES**

Vendor shall provide at least three (3) references, using **ATTACHMENT E: CUSTOMER REFERENCE FORM,** for which it has provided Services of similar size and scope to those proposed herein. The University shall/may contact these users to determine whether the Services provided are substantially similar in scope to those proposed herein and whether Vendor's performance has been satisfactory. The information obtained shall/may be considered in the evaluation of the Proposal.

4.7 BACKGROUND CHECKS

4.7.1 GENERAL INFORMATION

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

The following requirements must be met:

- a) Criminal background checks shall be current and completed within ninety (90) days of the Contract effective date.
- b) The criminal background check shall include a social security verification/check, felonies, misdemeanors, and traffic records covering a minimum of the last seven (7) years for all states and countries where the individual has resided. The criminal background check information shall be first thoroughly reviewed by the Vendor and then sent to the Contract Administrator for review and approval. Out of state searches shall be required for persons living in the state of NC for fewer than seven (7) years. Fingerprint background checks may be required in some instances depending on the facility requirements.
- c) A criminal background check on the awarded Vendor and its employees shall be provided by the Vendor prior to Contract effective date. Copies of the original criminal background check shall be sent to the Contract Administrator for evaluation. In some cases, badging cannot take place until after the evaluation and approval of the Vendor's criminal checks.
- d) When a new employee or individual is identified to perform Services on this Contract, the Vendor shall provide the Contract Administrator with a criminal background check before the individual can be approved for work. Persons without <u>approved</u> criminal background checks shall not be allowed to work in the relevant buildings until proper documentation is submitted and approved.
- e) The University may require the Vendor to exclude the Vendor's employees, agents, representatives, or subcontractors based on the background check results. Discovery that one or more employees have convictions does not disqualify the Vendor from award.
- f) Additionally, the University ask for <u>The North Carolina Department of Public Safety Offender Public Information</u> or similar Services to conduct additional background checks on the Vendor's proposed employees.

4.7.2 BACKGROUND CHECK REQUIREMENTS

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

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

4.7.3 BACKGROUND CHECK LIMITATIONS

Any individual representing the Vendor, who:

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

4.7.4 DOCUMENT REQUIREMENTS

Required documentation to be submitted prior to date Contract is effective and for performing any Services on the campus of Winston-Salem State University's property shall include:

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

4.7.5 VENDOR BACKGROUND CHECK AGREEMENT

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



4.8 PERSONNEL

Vendor warrants that qualified personnel shall provide Services under this Contract in a professional manner. "Professional manner" means that the personnel performing the Services will possess the skill and competence consistent with the prevailing business standards in the industry. Vendor will serve as the prime contractor under this Contract and shall be responsible for the performance and payment of all subcontractor(s) that may be approved by the University. 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 University will approve or disapprove the requested substitution in a timely manner. The University may, in its sole discretion, terminate the Services of any person providing Services under this Contract. Upon such termination, the University may request acceptable substitute personnel or terminate the contract Services provided by such personnel.

4.9 VENDOR'S REPRESENTATIONS

If Vendor's Proposal results in an award, Vendor agrees that it will not enter into any agreement with a third party that may abridge any rights of the University under the Contract. If any Services, deliverables, functions, or responsibilities not specifically described in this solicitation are required for Vendor's proper performance, provision and delivery of the Service and deliverables under a resulting Contract, or are an inherent part of or necessary sub-task included within such Service, they will be deemed to be implied by and included within the scope of the Contract to the same extent and in the same manner as if specifically described in the Contract. Unless otherwise expressly provided herein, Vendor

will furnish all of its own necessary management, supervision, labor, facilities, furniture, computer and telecommunications equipment, software, supplies and materials necessary for the Vendor to provide and deliver the Services and/or other Deliverables.

4.10 QUESTIONS TO VENDORS

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

- a) What is the official name of the company?
- b) Has this business ever operated under a different name? Yes D No D If Yes, please explain reason for name change and provide previous name:
- c) Provide details on any litigation in which the firm has been engaged in the past five (5) years. If none, then write "None".
- d) Identify the states and type of licenses that the firm has in each state the firm provides unarmed security guard services:
- e) Does the firm have a current North Carolina business license? Yes □ No □ Is it in good standing as a business? Yes □ No □
- f) Has the firm ever been disbarred by the State of North Carolina or the Federal government? Yes □ No □ If Yes, provide the reason for disbarment:
- g) If your company is selected as the awardee, do you intend to subcontract any portion of the services?
 Yes
 No
 If Yes, please Provide names and addresses of all Subcontractors, description of work that will be performed by the Subcontractor, and the anticipated percentage of work subcontractor will provide for this contract.
- h) Should another University within the UNC System express an interest in participating in the contract awarded to the awardee through this solicitation, the awardee agrees to allow the University to piggyback on this awarded solicitation. This would allow the other UNC System University to satisfy the competition requirement set forth by the State of North Carolina without having to issue an additional solicitation for the items and/or services sought in this RFP.

Would your company agree to honor the prices, terms, and conditions of this awarded solicitation and extend the same to other UNC System Universities? Yes \Box No \Box

4.11 AGENCY INSURANCE REQUIREMENTS MODIFICATION

- A. Default Insurance Coverage from the General Terms and Conditions applicable to this Solicitation:
- □ Small Purchases
- □ Contract value in excess of the Small Purchase threshold, but up to \$1,000,000.00
- □ Contract value in excess of \$1,000,000.00

a)	Employer's Liability	\$
b)	Commercial General Liability	\$ Combined Single Limit
c)	Automobile	\$ Bodily injury and property damage \$ Uninsured/under insured motorist
		\$ Medical payment

4.12 NC COVID-19 VACCINATION AND TESTING REQUIREMENT

Pursuant to the North Carolina State Policy on Face Coverings and on Vaccination and Testing, Agencies may require workers who may enter their facilities to provide proof of full vaccination or a negative Covid test result within the last seven (7) days. In addition, the Agency may require Face Coverings in settings that the agency has determined to be high-risk to employees, the public or others. For the purposes of this contract, the Agency has deemed it necessary that the Vendor follow the requirements of this policy and ensure that their employees are: (1) fully vaccinated or tested weekly, and (2) wearing face coverings where required at Agency facilities. Each Vendor shall certify its acknowledgement and intent to comply with this policy by completing **ATTACHMENT H: ACKNOWLEDGMENT OF COVID-19 VACCINATION AND TESTING POLICY**.

The State reserves the right to publish notice in the future if the policy is no longer effective and does not apply.

4.13 FEDERAL COVID-19 VACCINATION REQUIREMENT

President Biden issued Executive Order 14042 requiring that all employees working on or in connection with a federal contract be fully vaccinated against COVID-19. By responding to this solicitation, Vendor acknowledges and agrees to comply with the federal COVID-19 vaccination requirements to the extent applicable.

4.14 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
- that such certification requirements will also be included in any subawards meeting the applicable thresholds.

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

5.0 SPECIFICATIONS AND SCOPE OF WORK

5.1 GENERAL

The primary objectives of guards assigned to the University will be to deter crime, to control building access and to provide service, as appropriate. This will require that officers respond in an appropriate manner if a crime is in progress and assist members of the community and University Police Department when a crime has been committed.

Security Guard Service personnel will be required to comply with all relevant laws while performing their duties. In addition, immediately upon becoming aware of any hazard or incident, guards must report same to the University Police Department's Communications Center orally and then as soon as reasonably possible, in writing, in a format acceptable to University Police Department.

A. CONTRACT SECURITY COMPANY RESPONSIBILITIES

The contract security company shall provide the services described below in a competent and professional manner and shall:

Employ, maintain, and assign a sufficient number of competent and qualified professionals to meet the requirements described herein.

- 1. Employ personnel with appropriate skills, training, background, knowledge, experience, rights, authorizations, integrity, character, and licenses or certifications as necessary to perform the services described herein, in a competent and professional manner.
- 2. Provide each employee with proper identification and uniforms at all times while on duty.
- 3. Provide electronic methods of monitoring location, performance, time, and attendance tracking of the security personnel employees.
- 4. Provide sufficient communication methods and equipment (two-way radios) to allow voice contact with the University Police Department (UPD) Communication Center and with each officer at any time during their shift.
- 5. Require Security Officers to enforce security policies, procedures, and orders as explained and assigned by the University Police Department.
- 6. Prepare and submit shift schedules to the University Police Department (UPD) at least five (5) days prior to the beginning of the respective work week. Report call-offs and staffing shortages to the UPD Officer in Charge(OIC) at the beginning of each shift.
- 7. Ensure that security personnel are completely alert and fit to work their assigned shift and perform all their prescribed tasks at all times.
- 8. Ensure that security personnel are prepared for various weather conditions (coats/raincoats), lighting conditions (flashlights) and other hazards inherent in security work.
- 9. Ensure a Security Supervisor reviews and inspects security personnel during normal working hours on shifts. Such inspections will be conducted at a minimum of two (2) times a month to ensure that all uniforms are in proper working order.
- 10. Ensure all security personnel have completed training by a board-certified trainer the required North Carolina Private Protective Service Security Officer Basic Course, which includes a minimum of sixteen (16) hours of training for unarmed Security Officers. While working on university property, Security Officers must wear their security license on their uniform or have a copy of their application on their person.
- 11. Provide annual written documentation for all staff members establishing compliance with North Carolina Private Protective Service Board certification or licensure requirements based on role, the training requirements of this RFP, and a negative drug screen for drugs of abuse conducted by a certified testing and laboratory facility. Drugs of abuse include cocaine, heroin, LSD, marijuana, ecstasy, methamphetamine, PCP/phencyclidine, prescription medications, steroids, and other drugs inappropriate for use by security personnel. Additional drug testing shall be required for all staff involved in motor vehicle collisions, incidents involving significant property damage or serious personal injury, and for circumstances based on performance and/or behavior.

12. Hire, train, and supervise security personnel. All Security Personnel are employees of the contract company; however, the University will have the option to review and approve each contract employee prior to assignment.

B. CONTRACT SECURITY ACCOUNT MANAGER

- 1. Supervise the day to day contract security operations at Winston-Salem State University.
- 2. Available to work at least 80% of schedule after 2:00 pm, to ensure supervision during security report time.
- 3. Oversee special event contract security scheduling and staffing.
- 4. Manage a team of contract security officers and shift supervisors including hiring, scheduling, payroll, training, coaching, development, and support.
- 5. Ensure the University is provided with high quality contract security services to protect people and property.
- 6. Build, improve and maintain effective relationships with both University personnel and security staff.
- 7. Coordinate necessary support services to effectively manage the University campus to meet or exceed financial and operational goals and provide quality customer service.
- 8. Ensure all required reporting and contract compliance requirements are met.
- 9. Ensure regular communication of issues and program concerns with the University Police Department point of contact on a weekly basis. Staff levels, training requirements, and security services will be discussed during these meetings.
- 10. Handle any escalated security issues or emergency situations appropriately. Report any issue or incident that will negatively affect the reputation or public perception of Winston-Salem State University.
- 11. Meet all contracted scheduled hours with minimal staffing shortages.
- 12. Coordinate and/or conduct site-specific on the job training (OJT), University-specific training, and annual refresher training for security personnel.
- 13. Coordinate new hire and annual Clery Act training with the Clery Compliance Coordinator and provide documentation verifying training prior to working on campus.
- 14. Develop and maintain operational procedures so that valid, site-specific post orders are always available for reference by the security staff.
- 15. Manage uniforms, equipment, supplies, and vehicles that are utilized on campus, maintaining appropriate inventories and maintenance checklists.
- 16. Take a proactive role in communicating with University personnel and addressing security concerns by actively listening, sharing security expertise and solutions.
- 17. Capably utilize computer programs for scheduling and billing, and produce reports (Invoices, Personnel Spreadsheets, Training Summaries and Reports) that require limited interpretation and action for effective business management.

C. CONTRACT SECURITY SUPERVISORS

- 1. Supervise all security officers assigned to Academic Buildings, Residence Halls, Check Points, and Special Events.
- 2. Communicate staffing changes or adjustments to the UPD OIC and Account Manager.
- 3. Conduct detailed security briefings, passing on information and instructions to Security Officers.
- 4. Conduct briefing and debriefing with Public Safety Supervisor nightly.
- 5. Assure that officers receive appropriate training, developing them in both technical and professional skills.
- 6. Assist with the communication of policies, procedures, company, and University announcements.
- 7. Ensure all security sign-in sheets and incident reports are accurately completed with security personnel. Review incident reports prior to submitting to UPD.
- 8. Manage uniforms, equipment, supplies, and vehicles utilized at University; maintaining appropriate inventories and maintenance checklists.
- 9. Monitor contract security officer's productivity and provide constructive feedback and counseling.
- 10. Provide guidance and direction at special events, if assigned as a supervisor.

11. Manage control of all keys and access cards used by Security Officers and immediately report any lost or stolen keys or access cards to the UPD OIC and the Communications Center for deactivation.

D. BUILDINGS AND RESIDENCE HALLS

- 1. Report to duty on time, wearing the appropriate uniform and carrying necessary equipment (industry standard flashlights, radio, notepad, etc.).
- 2. Meet with Contract Supervisor or UPD point of contact at the beginning of the shift.
- 3. Communicate clearly and effectively on the radio, with the public and with supervisors.
- 4. Conduct exterior and interior patrols of the building. Entering student rooms is prohibited except during the assistance of a UPD Officer or a Housing representative.
- 5. Monitor the front desk area and check in visitors when staff members are not available. All visitors must sign in and show their identification. Students will come down to the lobby and escort their guests through the residence halls.
- 6. Enforce compliance with Housing policies and procedures.
- 7. Identify and report immediately to UPD all trespassers in the building or residence hall.
- 8. Respond to calls for service and assistance.
- 9. Complete incident reports on all incidents and occurrences before the end of the shift.

10. Greet and assist community members in a professional manner.

E. FOOT PATROL ON AND OFF CAMPUS

- 1. Report to duty on time, wearing the appropriate uniform and carrying the necessary equipment (industry standard flashlights, radio, notepad, etc.).
- 2. Communicate clearly and effectively on the radio, with the public and with supervision.
- 3. Report to assigned foot patrol area and patrol in view of the public the common pedestrian areas.
- 4. Report suspicious activity, persons, or vehicles to the UPD Communications Center with a detailed description.
- 5. Greet and assist community members in a professional manner.
- 6. Respond to calls for service and assistance.
- 7. Complete incident reports on all incidents and occurrences.

F. CHECKPOINTS

- 1. Report to duty on time, wearing the appropriate uniform and carrying necessary equipment (industry standard flashlights, radio, notepad, etc.
- 2. Communicate clearly and effectively on the radio, with the public and with supervision.
- 3. All persons entering campus must show a state issued Identification card or Winston-Salem State University RAMCard.
- 4. Document all visitors' names, license plate number, description of the vehicle, where they are going on campus, and time of visit on the visitor log.
- 5. Assist with emergency vehicles gaining access on campus.
- 6. Clean the checkpoint nightly.
- 7. All visitor logs must be given to the supervisor.

G. DONALD J. REAVES STUDENT ACTIVITIES CENTER

- 1. Report to duty on time, wearing the appropriate uniform and carrying necessary equipment (industry standard flashlights, radio, notepad, etc.
- 2. Communicate clearly and effectively on the radio, with the public and with supervision.
- 3. Patrol in the view of the of the public and all floors.
- 4. Report suspicious activity, persons, or vehicles to the UPD Communications Center with a detailed description.
- 5. Greet and assist community members in a professional manner.
- 6. Respond to calls for service and assistance.
- 7. Complete incident reports on all incidents and occurrences.

H. SPECIAL EVENT SECURITY

- 1. Report to security briefing on time, wearing the appropriate uniform and carrying necessary equipment (industry standard flashlights, radio, notepad, etc.).
- 2. Meet with event organizer or point of contact and review security expectations.
- 3. Communicate clearly and effectively on the radio, with the public and with supervision.
- 4. Ensure the safety and security of all attendees and provide good customer service.
- 5. Be able to effectively communicate the location on a radio. Be able to identify the location of Mobile Command, restrooms, and first aid. Be able to direct patrons to emergency exits. Be able to provide directions for emergency personnel.
- 6. Assist in all emergencies requiring Police, Fire and EMS response.
- 7. Review and report any incidents or issues that occurred during the event with UPD.

I. SPORTING EVENTS SECURITY

The Athletics Department hosts a number of sporting events each year to include football and basketball. These events may require as many as 16 - 30 security officers and security coverage may be as long as 8 - 18 hours. A large tent may be required for logistics, food, and water. Smaller tents may be required to protect security personnel from the elements. Security officers assigned to events from other locations must comply with uniform and equipment requirements of Winston-Salem State University.

J. HOMECOMING WEEK SECURITY

Winston-Salem State University homecoming football game draws a large influx of alumni and friends of the University from around the country to the campus and local community. The week-long event features a parade, concerts, campus events, and of course the football game.

Due to the size and nature of these events, additional security officers are required. As many as 25 - 50 security officers are required throughout the week to cover campus events. This coverage is in addition to regular post coverage.

Security personnel will be required to have a radio and flashlight, they will be standing and walking for long hours, and they may be reassigned to different posts as needed. The assignments will be a combination of crowd control, building patrols, and traffic control. Those assigned with VIP celebrities must **always** maintain professional and appropriate behavior.

The contract company will be responsible for food, water, golf carts and/or gators. Security officers supporting from other locations must comply with uniform and equipment requirements.

The contractor will schedule a mandatory meeting a week before homecoming week for a final review of their action plans and to tour the campus with their managers and supervisors. All managers and supervisors scheduled to work during homecoming week are required to attend this meeting.

K. UNFORSEEN EVENTS

The contract security company will be required to provide services for unanticipated events that may affect the day-to-day operations and or the safety of the university. These events may include but are not limited to natural disasters, building fire watch, utility failure, relocation of students, etc.

L. BADGES

Provide contract personnel identification badges to wear while on duty. Badges must be able to withstand inclement weather. Badges must be worn in a uniform manner on the outermost garment in full view above the waist. Badges or PPSB Certification Card must have a current picture of the officer.

M. SECURITY PATROL VEHICLE

Provide for the use of supervision and checkpoints at minimum two (2) serviceable patrol vehicles. The vehicles must contain appropriate lights, insurance, registration, and vehicle markings.

N. DAMAGE TO UNIVERSITY

The contactor shall be responsible for repairing to the satisfaction of the University any damages to grounds, buildings, vehicles, or property belonging to the University or any its employees, or students, or property belonging to any member of the public present on campus, where such damage is the direct or indirect of resultof any actions of the contractor and/or its employees.

In the event of damages to facilities as a result of the contractor's operation, the contractor shall immediately report damages to the University's Director of Public Safety or designee and with consent, take immediate steps to rectify the problem to repair and/or replace all damage.

Further, the contractor, with the approval of the University, shall engage any additional outside services that may be necessary to perform the repairs or replacement. Any repairs and replacement must conform to all appropriate building codes and be acceptable to University. The contractor must provide and operate any temporary service necessary to maintain the security standard or uninterrupted use of the facilities or pay for such a service. Any and all costs for repairs and replacement are the sole responsibility of the contractor who will be additionally responsible for all claims resulting.

O. OFFICE SPACE

The contractor shall be responsible for locating office space near campus to run their security operations and they will assume all costs associated with leasing this space with the appropriate entity.

P. TRANSPORTATION

Security officers are not allowed to park their personal vehicles on campus without a Winston-Salem State University parking permit. The security officer and/or contractor is responsible for bearing the costs of a permit and any parking violation. Permits can be purchased twee WSSU Parking Services and will not be defrayed by University under the awarded Contract. Parking Services Office is located at the Anderson Modular Unit. Security personnel will be required to know and follow all WSSU parking regulations and guidelines.

Q. PERSONNEL SPECIFICATIONS

- 1. **Minimum Standards** All personnel assigned by the contractor shall meet the minimum standards below. Officers and supervisors assigned to WSSU cannot be enrolled as a full-time student at the University.
 - Be at least 21 years of age.
 - Be a citizen or permanent residence of the United States of America.
 - Have either a valid North Carolina driver's license or a North Carolina identification card at all times.
 - Minimum Education: High School Graduate or GED
 - Must be able to pass a comprehensive background investigation conducted by the contractor as described in **Section 4.7**, or the University Police Department.
 - Not have committed or been convicted of:
 - A felony; or
 - \circ A crime for which the punishment could have been imprisonment for more than two years; or
 - A crime or unlawful act defined as a "Class B misdemeanor" within the five-year periodprior to the date of application for employment; or
 - Four or more crimes or unlawful acts defined as "Class B misdemeanors" regardless of the date of conviction; or
 - Four or more crimes or unlawful acts defined as "Class A misdemeanors" except the applicant may be employed if the last conviction occurred more than two years prior to the date of application for employment.
 - Not have been declared by court or competent jurisdiction incompetent by reason of mental disease or defect or not have voluntary committed himself/herself to an institution for treatment of mental disease or defect, or not have been voluntarily committed to an institution of mental disease or defect by a district court judge.
- 2. Company must provide proof of Bonding Status for the contract value.
- 3. Company must maintain current North Carolina license during the length of the contract with WSSU. The Company must immediately notify UPD in writing if license is suspended or revoked for any reason.

R. PHYSICAL CONDITION

The physical condition of security officers shall be such that they can perform all of the duties associated with the job throughout the duration of their shift (i.e. can stand or walk for 8- or 12-hour shifts).

S. ADDITIONAL PERSONNEL

The contractor shall furnish additional security officers as may be needed upon request at the same hourly rate(s), this shall include but not be limited to athletic events, special events, campus power outage, weather, etc. The University Police & Safety Department shall notify the contractor within a minimum of forty-eight (48) hours' time frame in the event additional officers are required, unless need for additional security is caused by unforeseen weather events or circumstances.

T. UNIFORMS

The contractor shall be responsible for furnishing all uniforms. The contractor's name must be clearly visible on the uniform. The contractor is responsible for providing each officer assigned to the University an adequate supply of uniforms that have been pre-approved by University Police.

All security officers are required to be outfitted with a proper uniform (neat, clean, and pressed) and identification badge while on duty. Security hats or baseball caps will have the contract company's logo displayed and is subject to UPD approval. For all officers assigned to the University, the successful contractor must agree not to change the uniforms without pre-approval from University Police.

U. HAIR STYLE

- 1. Hair will be clean and neatly styled at all times.
- 2. Hair will be of a natural color. Dyed hair is permitted, with a similar or other natural color.
- 3. Personnel with short hairstyles will not extend over the top of the shirt collar or over the ears when combed vertically from the top to bottom.
- 4. Personnel with longer hairstyles may touch the collar of the uniform shirt but may not fall below the bottom of the shirt collar and must be styled away from the face in a neat and professional manner, so as not to interfere with official duties.
- 5. Personnel's hairstyle(s) must be such that when the uniform hat is worn, hair does not protrude outward beyond the base of the hat giving the appearance that the hat is too small or fits improperly.
- 6. Locs, braids, twists, micro-braids, and corn rows are permitted and must be secured closely to the head.
- 7. Ponytails and buns are permitted but must not extend below the collar of the uniform shirt and be neatly secured.
- 8. If adding additional hair, it must be a natural-looking color, similar to the individual's hair color, conservative, and moderate being within reasonable limits, not excessive or extreme. Toupees, wigs, French braids, and Dutch braids are permitted, but must be of a natural color and adhere to the guidelines outlined in this policy.
- 9. Hair accessories, such as bows, claw clips, scrunchies and the like, may be used but will not distract from the professional appearance or cause a safety hazard.

V. FACIAL HAIR

All Categories - Beards, goatees, and sideburns may be no more than 1/2" in length and should be neatly trimmed and groomed. Mustaches, by themselves, may not extend beyond the corner of the mouth or upper lipline on the ends.

W. JEWELRY

Only the following jewelry will be allowed: one wristwatch, two rings of choice, medical identification bracelet. In addition, female uniform officers only are authorized to wear one pair of earrings, "ball" type, not to exceed 6mm in diameter. Earrings will be worn only in the ear lobe.

X. FOOTWEAR

All footwears must be black in color, clean, plain toe, able to be shined athletic style or tactical boots (No dress style shoes).

Y. TATTOOS

Tattoos must be covered and not visible to the public.

Z. CONDUCT AND EXPECTATIONS

While on duty, the security officer shall be courteous in his/her relationships with University personnel, students, and visitors. The officer shall not engage in prolonged discussions with any of these groups and shall not visit in the University offices. Use of any University office or equipment to conduct personal business or personal affairs is prohibited. Only telephone calls relative to security related issues and problems are to be made from University telephones. University copy and fax machines may only be used for approved business activities.

The use of tobacco products is prohibited while on post and in the view of the general public. Smoking ispermitted in authorized areas only. The personal use of a cell phone is prohibited while on post.

The contractor will maintain, at all times, strict discipline among its employees, and agrees not to employ for work at the University any person unfit or without sufficient skill to perform the job for which he or she was employed

by the Vendor. The contractor will supervise and direct the security guard services to the best of its ability and give the security officers all the attention necessary for such proper supervision and direction.

The contractor will supply the services of a sufficient number of patrol supervisors to visit and provide personal relief for each covered post for every shift. They will respond to any location where contractor personnel are assigned in order to assist with a problem or investigation involving that employee and their work. The security officers and other personnel will also be subject to inspection and review of appearance by supervisors from the UPD.

The contractor will provide a designated site manager (Account Manager) to initiate daily weekday contact with UPD senior managers and meet on a weekly basis with these managers to discuss the services provided. In addition, the contractor's senior management must be available to meet with University representatives on demand for serious conditions and at regular intervals for routine matters, but no less frequently than monthly.

The personnel employed by the contractor must comply with all rules, regulations, and policies of the University and the UPD, including but not limited to, the University's policy on Alcohol, Drugs and Smoking.

Contractor personnel will not be permitted on, at or about the University residential buildings when not assigned there as part of their authorized hours of duty at the University. In addition, in performing its duties and fulfilling its obligations, the contractor must plan and conduct its operations so as not to delay, endanger, or interfere with the operations of the University.

1. Specific Performance Requirements

- a) The contractor shall ensure that all officers thoroughly familiarize themselves with all orders pertaining to their assignment(s), to include the WSSU Police Department Policy and Procedures Manual. Security officers must be functional in the English language and must be able to read and to understand written directions and to adhere to verbal directions. In addition, security officers must be able to produce legible, understandable written incident reports and logs.
- b) Security officers shall have a highly professional appearance and manner in dealing with the public, in providing excellent customer service as well as good interpersonal skills.
- c) Security officers shall be able to exercise good judgment and handle unusual situations properly, particularly at athletic and special events.

2. Scheduling:

The contractor shall be able to furnish security officers in accordance with the criteria herein. Officers must be at their work post no later than five-(5) minutes prior to beginning of duty. **The University reserves the option of making changes in the time officers report to work based on the needs of the University.** The University shall provide notice to the security supervisor(s) assigned to the contract prior to a change in times as it relates to events on campus.

- a) Lateness: In the event a security officer is unable to report work (late) at his/her scheduled time, the officer will contact his/her security supervisor and the security supervisor shall immediately notify the University Police Shift Supervisor at 336-750-2900 with the expected time of arrival of the scheduled security officer.
- b) **Unacceptable**: In the event a security officer is determined to be unacceptable to work for whatever reason, upon reporting for duty, the contractor shall provide an acceptable officer within two (2) hours from time of notification by the University.
- c) No Show: In the event a security officer does not report to work at his/her scheduled time, the Contractor must provide an acceptable officer within two (2) hours from the time of notification by the University. In the event the security officer fails to report for duty for more than two (2) consecutive days of duty, the University Police personnel may request that the security officer no longer perform security duties at the University.

3. Check –In and Check –Out Procedures

- a) The contractor shall have to provide an accurate time and attendance system that will allow employees to check in and out electronically via time clock, internet-connected computer, mobile device, or telephone. This system will also be used to assist in addressing invoice discrepancies.
- b) All contracted security officers shall report for work at the University Police Department located at the P. D. Norris Public Safety building no earlier than five (5) minutes prior to the beginning of duty. The security officer will be required to sign a log in sheet, verified by their supervisor's signature prior to the start of duty. The security supervisor will contact the University Police Shift Supervisor immediately after reporting for briefing.
- c) **RamCard Building Access Cards**: Contract security officers that are assigned to residential hall patrol must pick up RamCard access cards at UPD before beginning their shift. Upon completion of their shift, they must return the card. Contract site supervisors shall be responsible for retrieving any card that is not returned at the end of a shift. The contractor will be responsible for the cost of replacement cards.
- d) **Work Hours:** Contract security personnel are expected to work their entire shift(s) from the hours assigned. Officers will not work any billable overtime hours without prior approval from the contract shift supervisor, which will receive the request for overtime from University Police.
- e) Workweek and Overtime: The work week is Monday-Sunday, forty (40) hours per workweek. Overtime will be defined as any hours worked over 40 hours in a workweek. In accordance to the Fair Labor Standards Act (FLSA, unless exempt, employees covered by the Act must receive overtime pay for hours worked over 40 in a work week at a rate not less than time and one-half their regular rates of pay.

AA. CONTRACTOR FURNISHED ITEMS

- 1. **Radios** The contractor shall be required to provide individual two-way radios to ALL officers on duty. The radios shall be a professional grade Low Band 400 MHZ radio. The University shall provide the frequency that will be used for the radios. The contractor shall bear all costs to integrate radio equipment into the WSSU Police system. The contractor shall be responsible for the removal of radio equipment from the WSSU Police system one week after the end or termination of the contract and must provide written proof within twenty-four hours of such removal. Special event radios must also be provided at the contractor's expense. Additional radios required for Homecoming will be at the contractor's expense.
- 2. Flashlights All officers must carry industry standard flashlights during their shift.
- 3. **Golf Carts** The contractor shall provide and use for security patrol purposes the required number deemed adequate for any large event where mobility is at issue.
- 4. **RamCard Building Cards** The contractor shall be responsible for the purchase of a minimum of ten RamCard Building Access Cards to be used when officers are on duty. All cards must be returned at the end of a shift. The contractor will be responsible for the direct cost of replacing any lost cards.
- 5. **Traffic Vest -** The contractor shall provide security personnel with a traffic vest when working assignments involving officers standing in a roadway/street or parking lot.

BB. ADDITIONAL SERVICES

Any equipment and/or services outlined in the vendor's proposal, and not originally contemplated by the scope of services outlined herein, may be subsequently added to the contract, at the University's discretion, if such services are later available by vendor. This includes new services that may be proposed by vendor at a future date.

CC. CHANGE IN SERVICE

Any changes to the business operations by the vendor that pertains to the Contract must be pre-approved, in writing, by the University Police Department Chief or a designee. University approval of such requests may be contingent upon the changes becoming effective during specific time periods, such as only during changes in academic or fiscal years.

The University may demand an immediate change of the management and the personnel serving the account without recourse, but will exercise that right judiciously.

DD. HEALTH AND SAFETY

The vendor shall comply with all State of North Carolina Occupational Safety and Health law and regulations, as well as, the University's own policies, procedures, and regulations. The vendor shall not violate these laws or their applicable regulations including reporting and record keeping requirements.

The successful bidder shall have the ability to furnish unarmed, uniformed security officers and supervisors at Winston-Salem State University ("WSSU") in the primary lobby areas of the residential buildings, and regular monitoring of the public areas within and surrounding residence halls, man security checkpoints at assigned locations to document entry to the University after hours, assist with manpower for athletic events, special events, and other areas as required by the University Police Department from time-to-time.

This coverage includes but is not limited to enforcing University policies within the areas of jurisdiction. Officers will provide assistance to residents, faculty, staff, visitors, and guests, respond to crisis calls from within the building and maintaining a public area that provides a safe, comfortable environment for our students, faculty, staff, visitors, and guests. These services do not include working within individual residence hall rooms or apartments.

The service(s) requested within this RFP, includes but is not limited to days, nights, weekends, including Sunday support, during special WSSU event(s), or as requested on an as needed basis. The service must be available to any property that the University currently owns, leases, or operates; and to any property that will be operated, leased or owned by the university during the term of a contract.

The successful company and each of their employees must be registered with the Private Protective Services Board ("PPSB") in order to provide security services in the State of North Carolina.

5.2 TASKS/DELIVERABLES

The Vendor must provide, when requested to show how quality and performance is measured in each of the following two (2) ways:

- 1. Productivity
- 2. Customer Satisfaction

This section refers to all activity which the Vendor performs on Campus in carrying out the terms of the Contract.

- 1. All such activity shall be in compliance with the terms and conditions of the Contract.
- 2. All Vendor personnel will strictly adhere to University regulations while on the University's premises, including but not limited to regulations governing access to buildings, personal conduct, possession of prohibited substances or articles, parking, and traffic.
- 3. The Vendor's personnel shall exercise due care for persons and property on Campus when operating vehicles. More information regarding transportation and parking on campus can be found using this link: <u>https://www.wssu.edu/about/offices-and-departments/business-and-auxiliary-services/parking-transportation/</u>.
- 4. The Vendor shall be totally responsible for any damage done to any part of university property while carrying out the terms of this Contract. The Vendor shall repair or cause to be repaired at its expense any such damages in manner satisfactory to the University, within two weeks from the occurrence of such damage unless Contract Administrator agrees, in writing, to an alternate proposal. Should the University elect to repair such damage, the Vendor shall reimburse the University for the repair cost.
- 5. The laws of the State of North Carolina shall apply in all disputes arising out of this contract.
- 6. The Vendor agrees that it shall be responsible for the proper custody and care of any University owned property furnished for use in connection with the performance of the Contract and will reimburse the University for its loss or damage.
- 7. The University shall have no obligation to make on campus storage space available to the Vendor.
- 8. The Vendor shall have a representative who can be reached twenty-four hours a day to handle emergencies.
- 9. The Vendor shall require its employees, agents, and subcontractor vendors to abide by the parking and standing policy under which the University allows its vendors to conduct business on Campus, including the purchase of required parking permits. The Vendor shall contact the University's Parking Office at the beginning of the Contract to arrange all necessary parking permits. Parking Services is the final authority to determine where vendor parking will take place.
- 10. The Vendor shall continue to furnish services according to this agreement notwithstanding the existence of any labor dispute involving its own personnel, agents, or subcontractors.

5.3 PROJECT ORGANIZATION

Vendor shall provide a description of 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.

5.4 TECHNICAL APPROACH

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

5.5 SERVICES AND SUPPLIES TO BE PROVIDED

Provide one (1) unarmed night supervisor and four (4) unarmed officers licensed by the State of North Carolina to be assigned to static checkpoints at the entrances to the University. In addition, four (4) unarmed officers licensed by the State of North Carolina to be assigned various foot patrol duty and assignment to residential halls. At various times for athletic events, special events, and other duties as required to fulfill the needs of the University, additional officers shall be provided. The officers shall work the hours as identified in the RFP and as deemed necessary at the discretion of and the direct supervision of University Police Department.

5.6 CONTRACT SECURITY SERVICE LOCATIONS

For the purpose of adequate coverage of security, the university will assign officers to specific residential halls or event sites. These officers will have no other responsibilities other than the patrol of their assigned buildings, barring extenuating circumstances. **During University closing times, hours will be adjusted as needed.**

RESIDENCE HALL LOCATIONS						
Building	Hours	Officers	Days	Report Time	Total Weekly Hours	
Brown Hall	9	1	7	7:00 pm – 4:00 am	63	
Foundation Heights	9	1	7	7:00 pm – 4:00 am	63	
Covington Hall	9	1	7	7:00 pm – 4:00 am	63	
Atkins Hall	9	1	7	7:00 pm – 4:00 am	63	
MSX Hall	9	1	7	7:00 pm – 4:00 am	63	
Willson Hall	9	1	7	7:00 pm – 4:00 am	63	
Gleason Heights Terrace	9	3	7	7:00 pm – 4:00 am	189	
Moore Hall	9	1	7	7:00 pm – 4:00 am	63	
				Total	630	

Tables provide the locations that will require security services under the contract

STUDENT CENTER					
Building Hours Officers Days Report Time Total Weekly Hours					
Donald J Reaves	12	1	7	11:00 am – 11:00 pm	84
Total 84					

SECURITY CHECKPOINT LOCATIONS						
Location	Hours	Officer	Days	Report Time	Total Weekly Hours	
Cromartie Street Entrance Gate	8	1	7	7:00 pm – 4:00 am	63	
Reynolds Park Entrance Gate	8	1	7	7:00 pm – 4:00 am	63	
Wilson Entrance	8	1	7	7:00 pm – 4:00 am	63	
Site Supervisor	8	1	7	6:45 pm -4:00 am	64.50	
				Total	253.50	

ANNUAL HOMECOMING REQUIREMENTS

Each year the University welcomes alumni and guests to Homecoming festivities. This is normally a week-long event with numerous activities that take place during the week with the culmination of the game on Saturday afternoon and evening. Additional officers will be needed to assist in ensuring an enjoyable but safe environment for all that attend these events.

Below are events and manpower typical of our Homecoming experience.

Campus Events	Hours	Officers	Events Total Hours per Event
Approximate number of Events	2-6	12	40-120

Homecoming Week Festivities					
Function/Assignment	Hours	Officers	Supervisor	Days	Total Hours
Light The Sign	5	2	1	1	15
Coronation and Ball	5	4	1	1	25
Greek Step Show	6	8	1	1	54
Return To The Yard	6	10	1	1	66
Alumni Gym Jam	7	12	1	1	91
				Total	251

Vendor: _____

Homecoming Day					
Function/Assignment	Hours	Officers	Days	Report Time	Total Hours
Parade	6	6	1	7:30 am-1:30 pm	36
Homecoming Football Game – Ofc	12	25	1	8:00 am – 8:00 pm	300
Homecoming Football Game – Supervisor	12	2	1	8:00 am – 8:00 pm	24
Homecoming Extra Campus Security Patrol	12	12	1	8:00 am – 8:00 pm Time will vary	144 min.
Extra Residence Hall Security	12	10	5	8:00 am – 8:00 pm Time will vary	600 min.
				Total	1104

SPECIAL EVENTS

The Campus Events budget is a combination of student activities and non-university affiliate request for security. During the year, the police department receives requests for services for all events that will be collecting money and all events that have an expectation of two hundred ticket holders or more. Examples of special events may include, but are not limited to: Gym Jams, Greek Life Probates, Musicals, Plays, Step Shows, Fashion Shows, Comedy Shows, Band Competitions, and other similar events.

Special Events Estimates

Campus Events	Hours	Officers	Events Total Hours per Event
Approximate Number of Events	2-6	12	40-120

SPORTS EVENTS

Below are representative manpower numbers for various sporting events.

Sporting Events	Personnel	Event Hours	Total Hours	No. of Events	Annual Event Total		
Home Football Games							
Officers	18	8	144	4	576		
Supervisors	2	10	20	4	80		
		Home Baske	tball Games				
Double Games							
Officers	10	6	60	10	600		
Officers – Outside Security	2	6	12	10	120		
Officers (Rival Games)	3	6	18	3	54		
Supervisors	1	6	6	10	60		
Single Games	<u> </u>	<u> </u>	<u> </u>				
Officers	10	4	40	6	240		
Officers – Outside Security	2	6	12	6	72		
Supervisor	1	4	4	6	24		

6.0 CONTRACT ADMINISTRATION

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

6.1 CONTRACT MANAGER AND CUSTOMER SERVICE

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

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

The Vendor shall be required to designate and make available to the University for customer service. The customer service point of contact shall be the University's point of contact for customer service-related issues (define roles and responsibilities).

Customer Service Point of Contact			
Name:			
Company Address:			
Office Phone #:			
Mobile Phone #:			
Email:			
Role and Responsibilities:			

6.2 POST AWARD PROJECT REVIEW MEETINGS

The Vendor, at the request of the University, shall be required to meet periodically monthly with the University for Project Review meetings. The purpose of these meetings will be to review project progress reports, discuss Vendor and University 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 University encourages the Vendor to identify opportunities to reduce the total cost to the University. A continuous improvement effort consists of various ways to enhance business efficiencies as performance progresses.

6.4 PERIODIC MONTHLY AND ANNUAL STATUS REPORTS

The Vendor shall be required to provide Management Reports to the Chief of University Police or designee on a Monthly and/or Annual basis and will be agreed upon by both parties after the award of the contract. Reports shall include:

- 1. Inspection reports These reports will be used to verify work is being performed.
- 2. Receive hourly check This report shall provide a report of all hourly check in and out.
- 3. Incident reports Report that identifies specific incidents that occur on campus.

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

Within 15 business days of the award of the Contract the Vendor shall submit a final work plan and a sample report, both to the designated Contract Lead for approval.

6.5 ACCEPTANCE OF WORK

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

The University 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 University shall not be unreasonably withheld, but may be conditioned or delayed as required for reasonable review or evaluation, as applicable to the work. Final acceptance is expressly conditioned upon completion of all applicable assessment procedures. Should the work fail to meet any specifications, acceptance criteria or otherwise fail to conform to the Contract, the University may exercise any and all rights hereunder, as adopted in North Carolina.

6.6 FAITHFUL PERFORMANCE

The Vendor shall perform in accordance with the terms and conditions as stated herein and in accordance with the highest standards and commercial practices. Charges of poor performance against the Vendor shall be documented by the University and submitted to the company for corrective action, review, and file. The Vendor shall have a maximum of thirty (30) days to correct the issue (cure period). More than two (2) cure periods in any University fiscal year or more than four (4) cure periods during the term of the contract shall be viewed as excessive and shall be deemed a breach of these specifications and shall be the cause for immediate termination of the contract. Poor performance will include, but not be limited to, regular or recurring customer complaints, poor staff or customer service, poor sanitation, deliberate changes in quality of service, and failure to adhere to the standards established by the RFP.

The University shall hold 10% of payments due to the Vendor in escrow until poor performance is resolved to the satisfaction of the University and/or withhold final payment contingent on acceptance of final deliverable.

6.7 TRANSITION ASSISTANCE

Transition services shall commence upon signing a letter of award by the University. Immediately after the notice of award, the Vendor shall designate appropriate employees to begin planning in conjunction with the Deputy Director of Public Safety, to insure fulfilment of all its obligations. The Vendor will be expected to provide professional coordination services upon execution of the Contract, the expenses of which will be borne by the Vendor. The

Vendor will be expected to attend meetings as required by the University to assist in the preparation for the takeover of operations. The Vendor must provide a calendar of events for the complete transition period for approval by the University. All other services shall commence on or about 30 days from the contract award and shall remain in effect through the end of the contract term unless terminated, cancelled, or extended as otherwise provided herein. There will be a maximum 90-day overlap period between contractors at the end of the current contract period to allow for a smooth and orderly transition and to provide for uninterrupted service.

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, at the option of the University, 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 University or its designees. If the University 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 University 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.

6.8 DISPUTE RESOLUTION

During the performance of the Contract, the parties agree that it is in their mutual interest to resolve disputes informally. Any claims by the Vendor shall be submitted in writing to the University's Contract Manager for resolution. Any claims by the University 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.

6.9 CONTRACT CHANGES

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

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

Vendor: ____

7.0 ATTACHMENTS

****IMPORTANT NOTICE****

RETURN THE REQUIRED ATTACHMENTS WITH YOUR RESPONSE

FOLLOW THE LINKS TO ACCESS EACH ATTACHMENT

ATTACHMENT A: PRICING OR COST PROPOSAL

Complete and return the Pricing associated with this RFP, which can be found in the table below:

Position	Hours per Week	Rate per Hour	Employee Pay Rate per Hour
Night Shift Supervisor		\$	\$
Residence Hall Officer		\$	\$
Residence Hall Officer		\$	\$
Residence Hall Officer		\$	\$
Checkpoint Officer		\$	\$
Checkpoint Officer		\$	\$
Checkpoint Officer		\$	\$
Checkpoint Officer		\$	\$
Checkpoint Officer		\$	\$
Special Events Supervisor		\$	\$
Special Events Officers		\$	\$
Sporting Events Supervisor		\$	\$
Sporting Events Officers		\$	\$

Authorized Signer

Title

Print Name

Date

ATTACHMENT B: INSTRUCTIONS TO VENDORS

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

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

ATTACHMENT C: NORTH CAROLINA GENERAL TERMS & CONDITIONS

The North Carolina General Terms and Conditions, which are incorporated herein by this reference, may be found here: <u>https://files.nc.gov/ncdoa/pandc/OnlineForms/Form_North-Carolina-General-Terms-and-Conditions_11.2021.pdf</u>

ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION

Complete and return the Historically Underutilized Businesses (HUB) Vendor Information form, which can be found at the following link: <u>https://files.nc.gov/ncdoa/pandc/OnlineForm_HUB-Supplemental-Vendor-Information_9.2021.pdf</u>

ATTACHMENT E: CUSTOMER REFERENCE FORM

Complete and return the Customer Reference Form, which can be found at the following link: <u>https://files.nc.gov/ncdoa/pandc/OnlineForms/Form_Customer_Reference_Template_09.2021.pdf</u>

ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR

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

https://files.nc.gov/ncdoa/pandc/OnlineForms/Form_Location-of-Workers_09.2021.pdf

ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION

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

https://files.nc.gov/ncdoa/pandc/OnlineForms/Form_Certification-of-Financial-Condition_09.2021.pdf

ATTACHMENT H: ACKNOWLEDGMENT OF COVID-19 VACCINATION AND TESTING POLICY

Complete, sign, and return the ACKNOWLEDGMENT OF COVID-19 VACCINATION AND TESTING POLICY associated with this RFP is a separate document that can be found at the following link: <u>https://files.nc.gov/ncdoa/pandc/OnlineForms/COVID_Policy_Acknowledgement_-_Fillable.pdf</u>

LOBBYING ACTIVITY CERTIFICATION FOR FEDERAL GRANTS

The Certification for Contracts, Grants, Loans, and Cooperative Agreements and the OMB Standard Form LLL are separate documents that can be found at the following link: https://ncadmin.nc.gov/documents/vendor-forms

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