

**Consent Agenda for Special Called Board of Trustees Meeting**

**PLEASE TURN OFF (SILENCE) AND STORE YOUR MOBILE ELECTRONIC  
DEVICES DURING THE BOARD MEETING**

*Central Carolina Community College  
Board of Trustees  
Agenda  
September 28, 2022*

Recognition of Guests  
Ethics Statement  
Mission Statement of the College  
Agenda

***FOR FULL BOARD CONSIDERATION AND DELIBERATION***

***Finance Committee***

1. Approve the Security Contract



# BOARD OF TRUSTEES FINANCE COMMITTEE AGENDA

<b>Date of Meeting:</b>	September 28, 2022	<b>Time: 6:00 pm</b>	<b>Virtual</b>
<b>Committee Members:</b> Jim Burgin, Chair Jamie Kelly Gordon Springle			
<b>Consent Agenda Items</b>			
<b>Full Board Agenda Items</b>			
1. Approve Security Contract 2022			
<b><i>For Information Only</i></b>			

## Approve Security Contract 2022

On June 20, 2022, we issued a Request for Proposals (RFP) to security service providers in the local area. Responses were received from five companies by the deadline of August 8, 2022. The following companies issued a proposal in response to our RFP :

	Firm	Location
1	Allied Universal Security Services	Raleigh, NC
2	Cavalcorp	Chapel Hill, NC
3	Red Coats Inc. dba Admiral Security Services	Raleigh, NC
4	United America Security dba GardaWorld Security Services	Greensboro, NC
5	Weiser Security Services	Raleigh, NC

College staff members reviewed the various bids and recommended Weiser Security Services to the Board during the September 1, 2022 board meeting. The Board approved the recommendation and asked college staff to proceed with negotiations of the contract.

### Contract:

Attached is the proposed contract. The College's Staff Attorney and the Board's Attorney have reviewed the contract and have approved the language. The contract includes both the signed RFP document and the contract document from Weiser Security Services.

### Insurance:

Attached is a copy of the Certificate of Insurance for Weiser Security Services. The various coverages are in excess of the amounts required in the state bid documents. There are two certificates total.

### Recommendation:

College staff recommend that the Board of Trustees approve the contract between the College and Weiser Security Services.



## **STATE OF NORTH CAROLINA**

**Central Carolina Community College**

**Request for Proposal #: 86-2022-3059**

**Contracted Campus Security Services**

**Date of Issue: June 20, 2022**

**Proposal Opening Date: July 18, 2022**

**At 5:00 PM ET**

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

**Jonathan White**

**Staff Attorney**

**Email: [jwhite@cccc.edu](mailto:jwhite@cccc.edu)**

**Phone: 919-718-7359**



## STATE OF NORTH CAROLINA

### Request for Proposal #

86-2022-3059

For internal State agency processing, including tabulation of proposals in the Interactive Purchasing System (IPS), please provide your company's Federal Employer Identification Number or alternate identification number (e.g. Social Security 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 is to be filled out and returned with your proposal.  
Failure to do so may subject your proposal to rejection.**

*WELSER SECURITY SERVICES*

Vendor Name

Vendor#

Note: For your proposal to be considered, 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>

***Sealed, mailed responses ONLY will be accepted for this solicitation.***

**STATE OF NORTH CAROLINA**  
**Division of Central Carolina Community College**

Refer <u>ALL</u> inquiries regarding this RFP to: Jonathan White jwhite@cccc.edu 919-718-7359	Request for Proposal #: 86-2022-3059
	Proposals will be publicly opened: July 18, 2022 @ 5:00 PM
Using Agency: Central Carolina Community College	Commodity No. and Description:
Requisition No.:	

**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:

- that this proposal is submitted competitively and without collusion (G.S. 143-54),
- that none of its officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 75A 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.

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 Contract; 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 are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

By executing this bid, Vendor certifies that it has read and agreed to the **INSTRUCTION TO VENDORS** and the **NORTH CAROLINA GENERAL TERMS AND CONDITIONS**, and it has read the **SAMPLE AGREEMENT**. 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 cannot be accepted.**

COMPLETE FORMAL NAME OF VENDOR <i>WEBER SECURITY SERVICES</i>		
STREET ADDRESS <i>1110 Navaho Dr, Suite 308</i>	P.O. BOX <i>27609</i>	
CITY/STATE/ZIP <i>Raleigh, NC</i>	TELEPHONE NUMBER <i>919-900-8286</i>	TOLL FREE TEL. NO.
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #12)		
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR <i>Leanna Pagan / A/P Business Development</i>		FAX NUMBER
VENDOR'S AUTHORIZED SIGNATURE <i>[Signature]</i>	DATE <i>7/18/2022</i>	EMAIL <i>leanna.pagan@webersecurity.com</i>

**VALIDITY PERIOD**

Offer valid for at least 60 days from date of bid opening, unless otherwise stated here: \_\_\_\_\_ days. After this date, any withdrawal of offer shall be made in writing, effective upon receipt by the agency issuing this RFP.

**ACCEPTANCE OF PROPOSAL**

The contract is a separate document that represents the Vendor's and the College's entire agreement (herein "Contract"). If your proposal is accepted and results, through negotiation or otherwise, in a contract award you will be expected to accept the NORTH CAROLINA GENERAL TERMS AND CONDITIONS as part of the Contract. Dependent upon the product or service being offered, other terms and conditions may apply.

**FOR COLLEGE USE ONLY:** Offer accepted and Contract awarded this 2nd day of SEP, 2022, as indicated on \_\_\_\_\_

The attached certification, by \_\_\_\_\_

(Authorized Representative of Central Carolina Community College)



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## 1.0 PURPOSE AND BACKGROUND

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The intent of this solicitation is to award an Agency Contract to a qualified vendor for provision of complete and efficient unarmed uniformed security services, including reasonable labor, materials, supplies, equipment and necessary supervision to ensure that the students, employees, visitors, facilities, properties, and parking areas of Central Carolina Community College's nine locations are properly protected.

### 1.1 CONTRACT TERM

The Contract shall have an initial term of one (1) year, beginning on the date of August 15, 2022 (the "Effective Date"). The Vendor shall begin work under the Contract immediately upon the Effective Date.

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

The College reserves the right to terminate this contract for convenience with a thirty (30) day notice period. This termination for convenience shall not be subject to penalties, fines, liquidated damages, or any other fee, notwithstanding however that the College shall pay for all services rendered up to the termination date of the Contract.

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

## 2.0 GENERAL INFORMATION

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### 2.1 REQUEST FOR PROPOSAL DOCUMENT

The RFP is comprised of the base RFP document, any attachments, and any addenda released before Contract award. All attachments and addenda released for this RFP in advance of any Contract award are incorporated herein by reference.

### 2.2 E-PROCUREMENT SOLICITATION

**ATTENTION:** This is an E-Procurement solicitation. See paragraph entitled **ELECTRONIC PROCUREMENT** of the North Carolina General Contract Terms and Conditions.

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

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

It shall be the Vendor's responsibility to read the instructions, the State's 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 also are responsible for obtaining and complying with all Addenda and other changes that may be issued in connection with this RFP.

If Vendors have questions, issues, or exceptions regarding any term, condition, or other component within this RFP, those must be submitted as questions in accordance with the instructions in Section 2.5 PROPOSAL QUESTIONS. If the College determines that any changes will be made as a result of the questions asked, then such decisions will be communicated in the form of an RFP addendum. The College may also elect to leave open the possibility for later negotiation and amendment of specific provisions of the Contract that have been addressed during the question and answer period. Other than through this process, the College rejects and will not be required to evaluate or consider any additional or modified terms and conditions submitted with Vendor's proposal. 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 Vendor's instructions herein or to render the proposal non-binding or subject to further negotiation. Vendor's proposal shall constitute a firm offer. **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. Noncompliance with, or any attempt to alter or delete, this paragraph shall constitute sufficient grounds to reject Vendor's proposal as nonresponsive.

By executing and submitting its proposal in response to this RFP, Vendor understands and agrees that the College may exercise its discretion not to consider any and all proposed modifications Vendor(s) may request and may accept Vendor's proposal under the terms and conditions of this RFP.

## 2.4 RFP SCHEDULE

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

Event	Responsibility	Date and Time
Issue RFP	College	June 20, 2022
Hold Pre-Proposal Meeting	College	June 27, 2022 @ 1:30 PM ET
Submit Written Questions	Vendor	July 4, 2022 @ 5:00 PM ET
Provide Response to Questions	College	July 11, 2022 @ 5:00 PM ET
Submit Proposals	Vendor	July 18, 2022 @ 2:00 PM ET
Contract Award or Delay Notification	College	July 21, 2022 @ 2:00 PM ET or sooner
Contract Effective Date	College	August 15, 2022

## 2.5 SITE VISIT & PRE-PROPOSAL CONFERENCE

Optional & Encouraged Pre-Proposal Conference

Date: June 27, 2022  
 Time: 1:30 PM Eastern Time  
 Contact #: 919-718-7359

**Instructions:** It shall be OPTIONAL & ENCOURAGED that each Vendor representative be present for a pre-proposal conference on June 27, 2022. Attendees must meet promptly at 01:30 PM Eastern Time at the Dennis A. Wicker Civic Center, Main Auditorium, 1801 Nash Street, Sanford, NC 27330. Once the sign-in process is complete, all other persons wishing to attend may do so to the extent that space and circumstances allow.

The purpose of this conference is for all prospective Vendors to apprise themselves with the conditions and requirements which will affect the performance of the work called for by this Request for Proposals. No allowances will be made for unreported conditions that a prudent Vendor would recognize as affecting the work called for or implied by this proposal.

Optional & encouraged site visits will be allowed between the time immediately this solicitation is issued (June 20, 2022) and the written question submission deadline (July 4, 2022 @ 05:00 PM ET). Please schedule these visits with the Director of Campus Security, Mr. Frank Bedoe, 919-718-7211, fbedoe@cccc.edu.

Vendors are cautioned that any information released to attendees during the site visit, other than that involving the physical aspects of the facility referenced above, and which conflicts with, supersedes, or adds to requirements in this Request for Proposal, must be confirmed by written addendum before it can be considered to be a part of this proposal.

## 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 above due date.

Written questions shall be emailed to [jwhite@cccc.edu](mailto:jwhite@cccc.edu) by the date and time specified above. Vendors should enter "RFP #86-2022-3059: Questions" as the subject for the email. Questions submissions should include a reference to the applicable RFP section and be submitted in a format shown below:

Reference	Vendor Question
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RFP Section, Page Number	Vendor question ...?
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Questions received prior to the submission deadline date, the College's response, and any additional terms deemed necessary by the College will be posted in the form of an addendum to the Interactive Purchasing System (IPS), <http://www.ips.state.nc.us>, 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 an Addendum to this RFP.

## 2.7 PROPOSAL SUBMITTAL

**IMPORTANT NOTE: This is an absolute requirement.** Vendor shall bear the risk for late-submission due to unintended or unanticipated delay—whether submitted electronically, delivered by hand, U.S. Postal Service, courier or other delivery service. It is the Vendor's sole responsibility to ensure its proposal has been received as described in this RFP by the specified time and date of opening. The time and date of receipt will be marked on each proposal when received. Any proposal received after the proposal deadline will be rejected.

### [By Mail]

#### Mailing address for delivery of proposal via US Postal Service

Central Carolina Community College  
 ATTN: Jonathan White  
 PROPOSAL NUMBER: 86-2022-3059  
 1105 Kelly Drive  
 Sanford, NC 27330

For proposals submitted via U.S. mail, please note that the U.S. Postal Service generally does not deliver mail to a specified street address but to the College's Mail Service Center. Vendors are cautioned that proposals sent via U.S. Mail, including Express Mail, may not be delivered by the Mail Service Center to the agency's purchasing office on the due date in time to meet the proposal deadline. All Vendors are urged to take the possibility of delay into account when submitting a proposal by U.S. Postal Service, courier, or other delivery service. **Attempts to submit a proposal via facsimile (FAX) machine, telephone or email in response to this RFP shall NOT be accepted.**

- Submit **two (2) signed, original executed** proposal responses, and **2** of photocopies proposal simultaneously to the address identified in the table above.
- Submit your proposal in a sealed package. Clearly mark each package with: (1) Vendor name; (2) the RFP number, and (3) the due date. Address the package(s) for delivery as shown in the table above. If Vendor is submitting more than one (1) proposal, each proposal shall be submitted in separate sealed envelopes and marked accordingly. For delivery purposes, separate sealed envelopes from a single Vendor may be included in the same outer package. Proposals are subject to rejection unless submitted with the information above included on the outside of the sealed proposal package.

## 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. Vendor RFP responses shall include the following items and those attachments should be arranged in the following order:

- Cover Letter, must include 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.

- b) Title Page: Include the company name, address, phone number and authorized representative along with the Proposal Number.
- c) Completed and signed version of EXECUTION PAGES.
- d) Vendor's Proposal, Limited to 10 Pages (if in excess of 10 pages, then only the first 10 pages of Vendor's proposal will be considered)
- e) Vendor's Pricing Proposal; if included in Vendor's Proposal, the Vendor's Pricing Proposal will be considered exclusive of the 10-page limit placed upon the Vendor's Proposal.
- f) Completed and signed version of ATTACHMENT D: LOCATION OF WORKERS UTILIZED BY VENDOR
- g) Completed and signed version of ATTACHMENT E: CERTIFICATION OF FINANCIAL CONDITION
- h) Completed and signed version of ATTACHMENT F: CUSTOMER REFERENCE FORM
- i) Completed and signed version of ATTACHMENT G: HUB SUPPLEMENTAL VENDOR INFORMATION

## 2.9 ALTERNATE PROPOSALS

Vendor may submit alternate proposals for various methods or levels of service(s) or that propose different options. Alternate proposals must specifically identify the RFP requirements and advantage(s) addressed by the alternate proposal. Any alternate proposal, in addition to the marking described above, must be clearly marked with the legend: "Alternate Proposal # \_\_\_ for [name of Vendor]". Each proposal must be for a specific set of Services and must include specific pricing. If a Vendor chooses to respond with various service offerings, each must be offered with a separate price and be contained in a separate proposal document. Each proposal must be complete and independent of other proposals offered.

## 3.0 METHOD OF AWARD AND PROPOSAL EVALUATION PROCESS

### 3.1 METHOD OF AWARD

North Carolina G.S. 143-52 provides a list of criteria the State shall use to award contracts. The goods or services being procured shall dictate the application and order of criteria; however, all award decisions shall be in the State's best interest.

All qualified proposals will be evaluated, and awards will be made to the Vendor(s) meeting the RFP requirements and achieving the highest and best final evaluation, based on the criteria described below.

While the intent of this RFP is to award a Contract(s) to single Vendor, the College 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 College to do so.

The College 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 proposer, including any subcontractors and suppliers are prohibited from engaging in conversations intended to influence the outcome of the evaluation. See the Paragraph 29, CONFIDENTIAL INFORMATION, of the INSTRUCTIONS TO VENDORS.

### 3.3 PROPOSAL EVALUATION PROCESS

Only responsive submissions will be evaluated.

The College will conduct a One-Step evaluation of Proposals:

Proposals will be received according to the method stated in section 2.7.

All proposals must be received by the issuing agency not later than the date and time specified on the cover sheet of this RFP. Vendors are cautioned that this is a request for offers, not an offer or request to contract, and the College

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 College.

At that date and time, the proposal from each responding Vendor will be opened publicly and the name of the Vendor and total cost offered will be announced. 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.

If negotiation is anticipated under 01 NCAC 05B.0503, pricing may not be public until award.

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

Upon completion of the evaluation process, the College will make Award(s) based on the evaluation and post the award(s) to IPS 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 College.

The College 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 submit a best and final offer (BAFO), based on discussions and negotiations with the College, if the initial responses to the RFP have been evaluated and determined to be unsatisfactory.

### 3.4 EVALUATION CRITERIA

All qualified proposals will be evaluated and award made based on considering the following criteria, to result in an award most advantageous to the College:

#### Technical: (70 Maximum Points)

##### Factor #1: Itemized Billing Rate & Percentage Towards Compensation (%TC) (23.33 Points)

Vendors must provide fully itemized bill rates to receive any points in this metric. Hourly bill rates must be itemized separately with description (i.e. uniforms, vacation, administrative costs, etc.) and the costs for each item must be displayed in absolute dollar amounts. The College reserves the right to determine if submitted bill rates are detailed and sufficient enough to merit being classified as fully itemized.

Costs that do not go towards the compensation of personnel will be considered non-compensation costs. Such costs include, but are not limited to, costs related to advertising, training, and uniforms. Compensation costs include, but are not limited to, salary, wages, and benefits. Points will be calculated using the following method:

$$\%TC = (\text{Total Cost} - \text{Non-Compensation Costs}) / \text{Total Cost}$$

$$23.33 \times (\%TC \text{ of Proposal Being Evaluated} / \%TC \text{ of Proposal with Highest \%TC})$$

##### Factor #2: Alarm Response Service (23.33 Points)

Vendors must provide alarm response services to receive any points in this metric. If Vendor provides alarm response services, they will be awarded 100% of the points in this metric.

##### Factor #3: References (23.33 Points)

Vendors are asked to provide two (2) present references from current customers and two (2) past references from former customers. References must have a valid contact name and phone number. Vendors will be awarded points for references according to the following formula:

$$23.33 \times 25\% \times \# \text{ of References}$$



**Price: (30 Maximum Points)**

Example: The College will determine low cost by normalizing the scores as follows:

The proposal with the lowest cost will receive a score of 30. All other competing proposals will be assigned a portion of the maximum score using the formula:

$$30 \times \frac{\text{the cost of the lowest cost proposal}}{\text{the cost of the cost proposal being evaluated}}$$

**3.5 PERFORMANCE OUTSIDE THE UNITED STATES**

Vendor shall complete ATTACHMENT D: LOCATION OF WORKERS UTILIZED BY VENDOR. In addition to any other evaluation criteria identified in this RFP, the College 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 College:

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

**3.6 INTERPRETATION OF TERMS AND PHRASES**

This Request for Proposal serves two functions: (1) to advise potential Vendors of the parameters of the solution being sought by the Department; 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 Department will take into consideration the degree to which Vendors have proposed or failed to propose solutions that will satisfy the Department's needs as described in the Request for Proposal. Except as specifically stated in the Request for Proposal, no one requirement shall automatically disqualify a Vendor from consideration. However, failure to comply with any single requirement may result in the Department 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 College to receive a better proposal, the Vendor is urged and cautioned to submit these items in the form of a question during the question and answer period in accordance with Section 2.6.

**4.1 INVOICES**

- The Vendor must submit one monthly invoice within fifteen (15) calendar days following the end of each month in which work was performed.
- Invoices must be submitted to the following address: Director of Campus Security and Safety

Central Carolina Community College

1105 Kelly Drive



Sanford, NC 27330

- c) Invoices must be submitted to the Contract Lead in hard copy on the Contractor's official letterhead stationery and must be identified by a unique invoice number. All invoice backup reports and spreadsheets must be provided in electronic format.
- d) Invoices must bear the correct contract number and purchase order number to ensure prompt payment. The Vendor's failure to include the correct purchase order number may cause delay in payment.
- e) Invoices must include an accurate description of the work for which the invoice is being submitted, the invoice date, the period of time covered, the amount of fees due to the Vendor and the original signature of the Vendor's project manager.

## 4.2 PRICING

Payment under this contract shall be a flat rate, per employee, for every hour of service provided. In order to ensure that the College will be getting contract workers that are sufficiently qualified and capable of providing satisfactory services, Vendors are urged and cautioned to pay a "competitive rate for similar positions in the geographic area, based on expertise and experience." Please calculate total cost for a year. Positions can be cut or added based on funding, with 30-day notices provided to add or cut positions. Minimum pay rates are as follows:

Position	Bill Rate	Minimum Pay Rates
Security Officer (Probationary 30-90 Days)	Submitted by Vendor	\$12.25
Security Officer II	Submitted by Vendor	\$12.25
Supervisor I (Sgt.)	Submitted by Vendor	\$13.75
Supervisor II (LT)	Submitted by Vendor	\$13.75
Supervisor III (Cpt.)	Submitted by Vendor	\$16.25
File Officer	Submitted by Vendor	\$12.75

Pricing may be adjusted at the annual renewal date of the contract by a maximum of 3% or the annual CPI, whichever is greater.

## 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 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 the ATTACHMENT E: CERTIFICATION OF FINANCIAL CONDITION. The College 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 College 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 VENDOR EXPERIENCES

In its Proposal, Vendor shall demonstrate experience with public and/or private sector clients with similar or greater size and complexity to the College. Vendor shall provide information as to the qualifications and experience of all executive, 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.

#### 4.5 REFERENCES

Vendors shall provide at least four (4) references as outlined in the evaluation criteria, using ATTACHMENT F: CUSTOMER REFERENCE FORM, for which your company has provided Services of similar size and scope to that proposed herein. The College may contact these users to determine the Services provided are substantially similar in scope to those proposed herein and Vendor's performance has been satisfactory. The information obtained may be considered in the evaluation of the proposal.

#### 4.6 BACKGROUND CHECKS

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

- a) Any **criminal felony conviction**, or conviction of any crime involving moral turpitude, including, but not limited to fraud, misappropriation or deception, of Vendor, its officers or directors, or any of its employees or other personnel to provide Services on this project, of which Vendor has knowledge or a statement that it 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 a statement it 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 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 a statement that there are none.

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

#### 4.7 PERSONNEL

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

services under this Contract. Upon such termination, the College may request acceptable substitute personnel or terminate the contract services provided by such personnel.

#### 4.8 VENDOR'S REPRESENTATIONS

If the proposal results in an award, the Vendor agrees that it will not enter any agreement with a third party that may abridge any rights of the College 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 Deliverables.

#### 4.9 AGENCY INSURANCE REQUIREMENTS MODIFICATIONS

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

### 5.0 SCOPE OF WORK

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#### 5.1 GENERAL

The awarded Vendor shall provide cost effective, professional, quality-based, customer-focused uniformed security services to Central Carolina Community College's eleven (11) locations listed below.

1. Lee Main Campus located at 1106 Kelly Drive, Sanford, NC 27330;
2. Center for Workforce Innovation located at 5910 Enterprise Park Drive, Sanford, NC 27330 including the Innovation Center located at 5825 Clyde Rhyne Drive, Sanford, NC 27330;
3. Emergency Services Training Center located at 3000 Airport Road, Sanford, NC 27330;
4. Chatham Main Campus located at 764 West Street, Pittsboro, NC 27312;
5. Siler City Campus located at 400 Progress Boulevard, Siler City, NC 27344;
6. Chatham Health Sciences Center located at 75 Ballerose Court, Pittsboro, NC 27312;
7. Hamett Main Campus located at 1075 E Cornelius Hamett Boulevard, Lillington, NC 27546;
8. Durn Center located at 600 E. Johnson Street, Durn, NC 27344;
9. Hamett Health Sciences located at 51 Red Mulberry Way, Lillington, NC 27546; and
10. West Hamett Center located at 145 Olive Farm Drive, Sanford, NC 27332 including Auto Restoration Center at 220 Olive Farm Drive, Sanford, NC 27332.
11. Ability to expand as necessary to accommodate the College's growing footprint, including but not limited to the Eugene E. Moore Manufacturing and Biotech Solutions Center.



The awarded Vendor must support the security needs of these eleven (11) locations and maintain or exceed the current level of services by providing for the safety of the faculty, staff, students and visitors to all of the College's campuses, as well as security protection of buildings and grounds. The coverage requirements for each location is displayed in the Locations section below.

The awarded Vendor must also be prepared to extend services to any future sites if needed. The awarded Vendor must also be prepared to extend services for any school-related events and activities held at the College's various locations.

Security guards should be familiar with non-violent resolutions to conflict; assist in emergency situation; identify conflicts and intervene courteously and perform other security-related functions as required by the College.

It is preferred that the awarded Vendor will be able to retain the current security guard force.

The College's Director of Campus Security and Safety shall sit in on interviews for new security guards and make hiring and reassignment recommendations.

Invoices must show officer amounts due line by line.

#### **A. Furnish and Deliver**

1. The Vendor shall provide supervision, labor, materials, supplies and equipment necessary to perform the services as described in this RFP.
2. The Vendor shall supply unarmed uniformed security services to maintain orderly, safe and lawful conduct on DCCC's campus consistent with the Vendor's ability and authority to do so.
3. The Vendor shall provide approximately twenty (20) unarmed uniformed security guards, which shall include one (1) Supervisor on the Lee Main Campus, one (1) Supervisor on the Siler City Campus and one (1) Supervisor on the Hamett Main Campus available to the College's Director of Campus Security and Safety. The actual number of Security positions may be adjusted up or down, as requirements may change. For proposal response purposes, Vendors shall base response on a minimum of twenty (20) Officers and three (3) Supervisors.
4. The Vendor shall provide the following equipment for security personnel: flashlights, hats, coats, rangear, and a communication device that can transmit communications between on-site and off-site locations and can be used to summon local law enforcement or other emergency services. The cost of equipment and communication devices shall be included in the guard hourly rate.
5. The Vendor shall have a current Private Protective Services License for the State of North Carolina and a copy shall be provided with the proposal response.
6. The Vendor shall create/update post orders for all eleven (11) locations collaborating with the College's Director of Campus Security and Safety. The Vendor will be responsible for completing/updating the post orders within the first 60 days after award of contract.
7. The Vendor will prepare a Contingency Plan outlining the resources, costs and response time should an adverse event occur at any of the nine locations listed in the Locations section above and any of the College's other existing or future sites. This plan should also provide for extra contract security resources as need. The awarded Vendor will work with the College's Director of Campus Security and Safety to ensure all of the College's needs are met. This plan is due within six (6) months after contract has been awarded.
8. Upon award the Vendor shall provide a copy of its Standard Operating Procedures (SOP's) for the College's Director of Campus Security and Safety's review and approval. The SOP is due within thirty (30) days after contract has been awarded.
9. The Vendor shall provide and maintain an on call list of personnel to ensure appropriate response to calls from the College's security monitoring company. Vendor will be responsible for responding to these calls twenty four hours a day, seven days a week and with a response time no greater than 30 minutes. Response time includes arrival to the appropriate College location.

10. The Vendor must meet the following required qualifications:
  - a. NC valid PPSB license for each security officer
  - b. Each security officer must complete the required NC PPSB training
  - c. Each security officer must receive 16-31 hours of on-the-job training, to include cross training at all of the College's locations
  - d. Each security officer must be certified in CPR, First Aid and AED and maintain certification through the duration of their assignment to any of the College's locations
  - e. Provide, in collaboration with the College's Director of Campus Security and Safety, quarterly on-going training to all security officers. The College may, from time to time, provide security related training to the contract security officers and if so, this training can be used to fulfill the quarterly training requirement.
11. The Vendor shall have no less than six (6) flex officers available to cover call-outs, sickness, vacations and no shows, and these flex officers will be distributed such that there are at least two (2) flex officers serving each of Lee, Hamett, and Chatham counties. These flex officers will be cross trained to handle duties at all of the College's locations.
12. The Vendor shall conduct unannounced bi-weekly site inspections at each location and during both shifts. Site inspections should include uniform inspection and post order compliance and understanding.
13. All security officers must have ample uniforms to be present each day with fresh, clean, pressed and seasonal uniforms. The type and style of the uniforms will be agreed upon by the College's Director of Campus Security and Safety.
14. Security officers will be prohibited from carrying weapons of any kind, including but not limited to firearms, batons, nightsticks, chemical agent sprays or electroshock weapons.
15. The Vendor shall agree to remove from any location any employee/security officer considered to be unsatisfactory or undesirable to the College within the limits of any applicable laws.
16. The Vendor will be responsible for all scheduling and payroll for his employee/security officers. Vendor shall ensure that scheduling meets the College's security needs. Administrative function such as payroll should be performed by off-site support personnel.

The Vendor understands and agrees that any and all tasks required for the proper performance of the requested services, even if not specifically described, will be performed.

## B. Vendor Employee Policy

The Vendor shall be responsible for providing supervision of all its employees working under this contract. The Vendor shall ascertain that all its employees comply with the following:

1. All employees shall be of good integrity and character with no criminal background or positive drug screening.
2. All employees shall be able to perform the tasks set forth in section 5.2 below. Any vendor's employee(s) who fails to satisfactorily perform these tasks shall be immediately removed from the job and replaced.
3. All employees shall meet all requirements in Chapter 74C of the NC General Statutes (<http://www.ncleg.net/ncscrits/statutes/statutebook.asp?statute=74c>) known as the Private Protective Services Act.
4. All employees must be at least 21 years of age.
5. Security Officers (including Supervisors) shall wear a distinct, properly fitting and clean uniform, provided by the Vendor, at all times while on the premises. Uniform requirements are: white shirts, pants, belt, skull cap, baseball hat, cold weather coat and rain coat.
6. Guards shall have a minimum of eight (8) hours on site training and shall be competent before working at any location. Supervisors shall have a minimum of sixteen (16) hours on site training and shall be competent before

working at any location. Supervisors will be trained by Central Carolina Community College employees in a "Train the Trainer" scenario. Central Carolina Community College expects the Supervisor to train other personnel.

7. The Vendor shall provide a replacement Guard within two (2) hours from the time of notification when emergency scheduling is required. Emergency scheduling requirements are determined by Central Carolina Community College's Director of Campus Security and Safety or his or her designee.
8. Vendor employees shall not disturb or remove any property from the premises, regardless of its value, without permission.
9. Vendor employees shall maintain a friendly customer service atmosphere and shall keep and leave work area clean and neat.
10. Security Guards shall not leave assigned post until relieved by another Security Guard nor shall they have visitors on site.
11. Vendor employees may be provided computers, telephones, and other equipment for security work only. The computers, telephones, and other equipment are not for personal use. Personal emergency calls shall be kept to a minimum.
12. Vendor employees shall report to the onsite Supervisor and/or CCCC's Director of Campus Security and Safety any damage to equipment listed by CCCC (i.e. computer, telephone, keys, or other office equipment).
13. None of the Vendor employees shall work more than twelve (12) hours per day.
14. Vendor shall be required to provide the following equipment for each Guard: flashlights, smartphones and any other basic security equipment.

### C. Coverage

1. Security coverage will vary depending on the site location and the time of the year.
2. If additional coverage is needed at a particular location, Vendor shall be paid at the same price per hour established by this contract.
3. CCCC will provide a list of its holidays each year. Below is the Spring/Summer 2022 and 2023 holiday schedules:

2022 Holidays	
Labor Day	September 5, 2022
Thanksgiving	November 24 & 25, 2022
Winter Break	December 29 - 31, 2022
2023 Holidays	
Winter Break	January 1, 2023
Martin Luther King, Jr. Day	January 16, 2023
Good Friday	April 7, 2023
Memorial Day	May 29, 2023
Independence Day	July 4, 2023
Labor Day	September 4, 2023
Thanksgiving	November 23 & 24, 2023
Winter Break	December 28-31, 2023

**D. Locations**

The Vendor shall provide the following level of employees to be used at CCCC locations. CCCC expects that all employees will be paid at least market value. CCCC encourages the Vendor to reduce turnover rates by encouraging the selected vendor to adopt a plan that provides merit or tenure based raises.

1. Supervisors
2. Security Officers

The Vendor shall provide the number and type of staff listed for the ten (10) locations on the days and at the times specified on the following pages:



## Contract Security Schedule – Lee County

Lee Main Campus  
1105 Kelly Drive  
Sanford, NC 27330

Contract Security

(1) Officer	7:00 AM – 2:30 PM	Mon., Wed. & Thur.	
	7:00 AM – 5:00 PM	Tues.	
	7:00 AM – 3:30 PM	Fri.	= 41.5
(1) Officer	2:30 PM – 10:30 PM	Mon. – Thur.	
	12:00 PM – 6:00 PM	Fri.	= 36 Hrs.
(1) Officer	2:30 PM – 10:30 PM	Mon., Wed & Thur.	= 24Hrs
(1) Supervisor	6:00 AM – 2:30 PM	Mon – Thur.	
	6:00 AM - 12:00 PM	Fri.	= 40 Hrs.

Total Hrs. 141.5

## Emergency Services Training Center

Contract Security

(1) Officer	3:00 PM – 10:30 PM	Mon. – Thur. (4 Days) = 30 Hrs.
	7:30 AM – 6:30 PM	Friday = 11 Hrs.

Total Hrs. 41

Center for Workforce Innovation  
5910 Enterprise Park Drive  
Sanford, NC 27330

Contract Security

(1) Officer	7:00 AM – 2:15 PM	Mon. – Thur.
	7:00 AM – 1:00 PM	Fri. (5 Days) = 35 Hrs.
(1) Officer	2:15 PM – 9:15 PM	Mon – Thur.
	1:00 PM – 7:00 PM	Fri. (5 Days) = 34 Hrs.

Total Hrs. 69Total Lee County Hrs. 251.5 Hrs.

During Mid-May through July 31 the College will be on Summer Hours (Mon. – Thur. Schedule) College is closed on recognized holidays and College Closed days between Christmas and New Year's (See Holiday Schedule)

## Contract Security Schedule – Chatham County

**Chatham Main Campus**  
 764 West Street  
 Pittsboro, NC 27312

Contract Security

(1) Officer	3:00 PM – 9:30 PM	Mon. – Thur.
(1) Officer	12:00 PM – 4:30 PM	Fri (5 Days) = 30.5 Hrs.

Total Hrs. 30.5

**Siler City Campus**  
 400 Progress Blvd.  
 Siler City, NC 27344

Contract Security

(1) Officer	7:00 AM – 3:00 PM	Mon. – Thur. (4 Days) = 32 Hrs.
	7:00 AM – 3:30 PM	Friday = 8.5 Hrs.
(1) Officer	3:00 PM – 9:00 PM	Mon – Thurs (4 Days) = 24 Hrs.

Total Hrs. 64.5

**Chatham Health Sciences Center**  
 73 Ballentrac Ct.  
 Pittsboro, NC 27312

Contract Security

(1) Officer	7:00 AM – 2:30 PM	Mon. – Thur.
	7:00 AM – 3:30 PM	Friday = 38.5 Hrs.
(1) Officer	2:30 PM – 9:30 PM	Mon – Thurs. = 28 Hrs.

Total Hours 66.5Chatham County Total Hrs. 161.5

During Mid-May through July 31 the College will be on Summer Hours (Mon. – Thur. Schedule). College is closed on recognized holidays and College Closed days between Christmas and New Year's (See Holiday Schedule)

## Contract Security Schedule – Harnett County

**Harnett Main Campus**  
 1075 E. Cornelius Harnett Blvd.  
 Lillington, NC 27546

Contract Security

(1) Officer	2:30 PM – 10:30 PM	Mon. – Thur. (4 Days) = 32 Hrs.
(1) Supervisor	7:00 AM – 3:00 PM	Mon. & Tues.
	7:00 AM – 2:30 PM	Wed. & Thur.
(1) Supervisor	7:00 AM – 4:00 PM	Fri. (5 Days) = 40 Hrs.
		Total Hrs. <u>72</u>

**Harnett Health Sciences Center**  
 51 Red Mulberry Way  
 Lillington, NC 27546

Contract Security

(1) Officer	7:00 AM – 1:00 PM	Mon. – Wed.
	7:00 AM – 2:00 PM	Thur.
	7:00 AM – 5:00 PM	Fri. = 35 Hrs.
(1) Officer	1:00 PM – 10:00 PM	Mon. – Wed.
	2:00 PM – 10:00 PM	= 35 Hrs.
		Total Hrs. <u>70</u>

**Dunn Center**  
 660 E. Johnson Street  
 Dunn, NC 28334

Contract Security

(1) Officer	7:30 AM – 5:30 PM	Mon. – Fri. = 48 Hrs.
		Total Hrs. <u>48</u>

**West Harnett Center**  
 145 Olive Farm Drive  
 Sanford, NC 27332

Contract Security

(1) Officer	7:00 AM – 3:00 PM	Mon. – Fri. = 40 Hrs.
		Total Hrs. <u>40</u>

Total Harnett Hours 230

During Mid-May through July 31 the College will be on Summer Hours (Mon. – Thur. Schedule). College is closed on recognized holidays and College Closed days between Christmas and New Year's (See Holiday Schedule)

## 5.2 TASKS/DELIVERABLES

The objective is to provide unarmed security for Central Carolina Community College's campuses as needed to ensure the safety of students, faculty, staff, visitors, CCCC assets and CCCC property. The Vendor shall provide an appropriate number of sufficiently trained and equipped Security personnel to accomplish this goal.

The awarded Vendor will be responsible for providing security personnel who can perform the following:

1. Make presence known during the College's regular work hours by patrolling the interior and exterior areas of the buildings.
2. Conduct parking lot patrols by foot patrols and golf carts.
3. Traffic and/or parking enforcement.
4. Respond to medical, fire and/or safety emergencies.
5. Respond to calls from the College's security monitoring company 24 hours a day 7 days a week with a response time no greater than 30 minutes. Response time includes arrival to the subject location.
6. Incident reporting using CCCC incident reports.
7. Provide security for various special events held at the College's various locations.
8. Monitor the College's CCTV equipment and respond accordingly.
9. Pass down new and temporary post instructions and have communications during all shift changes.
10. Report any building maintenance problems, such as lights out, door difficulties, roof/ceiling leaks, bathroom overflows and electrical outages to the College's Director of Campus Security and Safety or his or her designee and/or the College's Maintenance Department. Problems that could result in building and property damage should be reported immediately.
11. Perform duties as set forth in the Vendor's SOP Manual and as instructed by CCCC's Director of Campus Security and Safety or their designee.
12. Wear clean uniforms in good condition with appropriate ID.
13. Maintain good personal hygiene.
14. Perform other security duties that may be assigned in post orders or by oral assignment from the Supervisor or the College's Director of Campus Security and Safety or his or her designee.
15. Make physical inspections of building or grounds and make a record of rounds.

Vendor shall provide a list of the number of security guards or Vendor personnel who are able to respond, 24 hours/7 days a week, to calls from the College's security monitoring company. These individuals will be contacted by the College's security monitoring company when a fire and/or security alarm is activated at one of the College's location. The individuals who respond to these calls will be required to meet and assist law enforcement or fire department personnel with such duties as unlocking or securing entrance points.

This list should address each location listed in the Locations section and should include the estimated time it would take each individual to arrive at each location.



### 5.3 PROJECT ORGANIZATION

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

### 5.4 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.

## 6.0 CONTRACT ADMINISTRATION

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All Contract Administration requirements are conditioned on an award resulting from this solicitation. This document is not a contract, it is, instead, a request for proposals. This information is provided for the Vendor's planning purposes.

### 6.9 PROJECT MANAGER AND CUSTOMER SERVICE

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

### 6.10 POST AWARD MANAGEMENT REVIEW MEETINGS

The Vendor, at the request of the College, shall be required to meet periodically with the College for Project Review meetings. Vendor shall meet with the College weekly for the first month of service, biweekly for the second month of service, and then monthly thereafter. The purpose of these meetings will be to review project progress reports, discuss Vendor and College 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 College encourages the Vendor to identify opportunities to reduce the total cost the College. A continuous improvement effort consisting of various ideas to enhance business efficiencies will be discussed at the periodic Business Review Meetings.

### 6.4 INITIAL FINAL WORK PLAN

Within five (5) 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 delivery of goods shall be conducted and completed in accordance with recognized and customarily accepted industry practices and shall be considered complete when the services or goods are approved as acceptable by the Contract Administrator. The College and the Vendor will negotiate and agree on an acceptable notification process and resubmission period, which will be memorialized in the Contract.

Acceptance of work products shall be based on the following criteria:

In the event acceptance criteria for any work or deliverables is not described in contract documents or work orders hereunder, the College shall have the obligation to notify Vendor, in writing ten (10) calendar days following completion of such work or 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 College shall not be unreasonably withheld; but may be conditioned or delayed as required for reasonable review, evaluation, installation or testing, as applicable of the work or deliverable. Final acceptance is expressly conditioned upon completion of all applicable assessment procedures. Should the work or deliverables fail to meet any requirements, acceptance criteria or otherwise fail to conform to the contract, the College may exercise any and all rights hereunder, including, for deliverables, such rights provided by the

Uniform Commercial Code as adopted in North Carolina.

#### **6.6 TRANSITION ASSISTANCE**

If a Contract results from this solicitation, and the contract is not renewed at the end of the last active term, or is canceled prior to its expiration, for any reason, Vendor shall be required to agree to provide transition assistance to the College, at the option of the College, 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 College or its designees. If the College exercises this option, the Parties agree that such transition assistance shall be deemed to 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 College shall agree to pay Vendor for any resources utilized in performing such transition assistance at the most current rates provided by the Contract for performance of the Services or other resources utilized.

#### **6.7 DISPUTE RESOLUTION**

During the performance of the contract, the parties must agree that it is in their mutual interest to resolve disputes informally. Any claims by the Vendor shall be submitted in writing to the College's Contract Manager for resolution. Any claims by the College 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 term, when agreed in the Contract, shall not constitute an agreement by either party to mediate or arbitrate any dispute.

#### **6.8 CONTRACT CHANGES**

Contract changes, if any, over the life of the contract shall be implemented by contract amendments agreed to in writing by the College and Vendor.

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## 7.0 ATTACHMENTS

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### **ATTACHMENT B: INSTRUCTIONS TO VENDORS**

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

[https://files.nc.gov/ncdca/pandc/OnlineForms/Form\\_North-Carolina-Instructions-to-Vendors\\_09.2020.pdf](https://files.nc.gov/ncdca/pandc/OnlineForms/Form_North-Carolina-Instructions-to-Vendors_09.2020.pdf)

[https://files.nc.gov/ncdca/pandc/OnlineForms/Form\\_North-Carolina-Instructions-to-Vendors\\_09.2021.pdf](https://files.nc.gov/ncdca/pandc/OnlineForms/Form_North-Carolina-Instructions-to-Vendors_09.2021.pdf)

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

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The North Carolina General Terms and Conditions, which are incorporated herein by this reference, may be found here:

[https://files.nc.gov/ncdca/pandc/OnlineForms/Form\\_North-Carolina-General-Terms-and-Conditions\\_11.2021.pdf](https://files.nc.gov/ncdca/pandc/OnlineForms/Form_North-Carolina-General-Terms-and-Conditions_11.2021.pdf)

### **ATTACHMENT D: LOCATION OF WORKERS UTILIZED BY VENDOR**

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The Location of Workers Utilized by Vendor associated with this RFP is a separate document that is captioned

**ATTACHMENT D: LOCATION OF WORKERS UTILIZED BY VENDOR** and can be found at the following link:

<https://ncadmin.nc.gov/media/8111/download>

### **ATTACHMENT E: CERTIFICATION OF FINANCIAL CONDITION**

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The Certification of Financial Condition associated with this RFP is a separate document that is captioned

**ATTACHMENT E: CERTIFICATION OF FINANCIAL CONDITION** and can be found at the following link:

<https://ncadmin.nc.gov/media/8114/download>

### **ATTACHMENT F: CUSTOMER REFERENCE FORM**

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The Customer Reference Form associated with this RFP is a separate document that is captioned **ATTACHMENT F:**

**CUSTOMER REFERENCE FORM** and can be found at the following link:

[https://files.nc.gov/ncdca/pandc/OnlineForms/Form\\_Customer\\_Reference\\_Template\\_08.2021.pdf](https://files.nc.gov/ncdca/pandc/OnlineForms/Form_Customer_Reference_Template_08.2021.pdf)

### **ATTACHMENT G: HUB SUPPLEMENTAL SUPPLIER INFORMATION**

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The Historically Underutilized Businesses (HUB) Supplier Information associated with this RFP is a separate document

that is captioned **ATTACHMENT G: HUB SUPPLEMENTAL SUPPLIER INFORMATION** and can be found at the

following link: <https://ncadmin.nc.gov/media/8112/download>





**Weiser Security Services, Inc.**

WeiserCentral Carolina Community College  
Jonathan White  
1105 Kelly Drive  
Sanford, NC 27330

Dear Jonathan White,

Thank you for the opportunity to present this proposal for contract security guard service. Weiser has read and agrees to all RFP Documents, Attachments and Addendums related to Request for Proposal #86-2022-3059. It is a comprehensive guide to how we will handle your security differently. We're confident that we can provide the level of security you require and expect.

You may find several items of special interest to you throughout the document. We would like to introduce you to our Building Block Approach on the following pages, the fundamentals of our operations.

We practice our Five R's of Employee Engagement in everyday operations, the Right Match, the Right Expectations, Relationship, Recognition, and Respect. This approach helps build people up. It is an alternative that allows us to stand above the rest.

Thank you for learning more about Weiser Security.

Sincerely,

A handwritten signature in black ink, appearing to read "Leanna Pontow", is written over a light blue horizontal line.

Leanna Pontow  
Assistant Vice President of Business Development  
Weiser Security Services, Inc



1110 Navaho Drive  
Suite 308

Raleigh, NC 27609

Phone: 919-900-8246

License #: 1982-GP

Proposal#86-2022-3059



Central Carolina Community College

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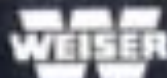
Leanna Pontow, Assistant Vice  
President of Business Development

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July 18, 2022

**WEISERSECURITY.COM**

Weiser Security Services, Inc.



## Background

- Weiser Security Services Inc., a family owned business, has been in business 52 years.
- Corporate Address: Weiser Security Services, 3939 Tulane Ave, New Orleans, LA 70119
- Without a focus on mergers and acquisitions, we are the 8th largest security company in the United States. Weiser has 26 Branch Offices in 22 States. (LA, MS, MO, AL, KY, GA, NC, SC, VA, IL, IN, MI, PA, OH, TN, FL, AR, TX, OK, CO, ND, AZ, NV, CA)

## Hiring/Retention

- We utilize a proprietary security applicant profile screening program, Interview™.
- Only 13% of applicants make the cut to become Weiser Security Officers.
- We have a robust training program that consists of pre-site, on-site and continual training.
- Our officers receive full benefits ranging from dental, vision, health, and paid vacation.

## Weiser Management

- With our "Span of Control" system we ensure that our Managers aren't over-worked.
- Our Managers are bonused on service-related items not a P&L. This encourages them to put emphasis on the satisfaction of the site.

## Technology Integration

- The Weiser Virtual Guard can reduce annual security costs by 10-35% while increasing your total security coverage.
- Our Weis-Guard Tour Management system provides immediate communication with officers on site and an interactive way to manage the Officer patrols.
- The Weiser Web Portal comes free of charge with our services. This system provides legible and accurate reports, audits, live incident data, and historical metrics. Data can be viewed online and emailed directly to you as the client on a consistent basis.

## How Weiser Security Services maintains a Competitive Edge in the market place

Weiser Security Services maintains a competitive edge over our competitors by these primary means:

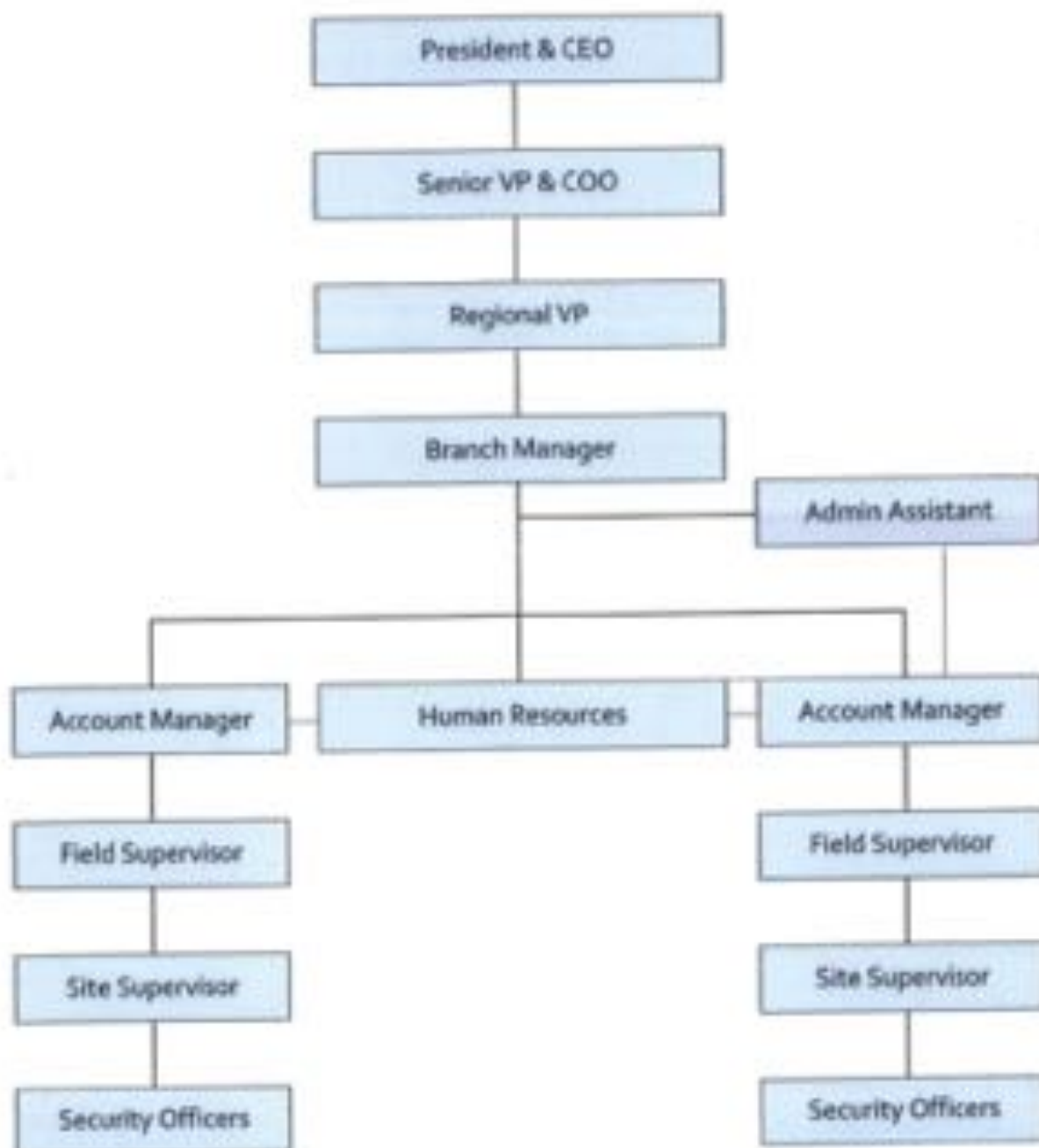
-InnerView- (Our validated, proprietary profiling/screening test) see supporting documents in our proposal

-Span of Control- (Weiser's control of management workload and growth monitored by metrics quarterly and adjusted to provide a higher level of customer service to our clients and employees.)

-Privately Held - (Weiser's focus is not on mergers/acquisitions or shareholders, our focus is on our employees, clients and technology offerings), we are an employee centric company.

These items have propelled WSS from a local New Orleans company to the 9th security guard company in the United States.

Our Client retention is above 90 percent and this includes any reason to include, company moved or closed down, bankruptcy, or eliminated security guard services.





## TRAINING

Weiser officer training is conducted by a manager or supervisor only. Every officer goes through a comprehensive security and customer service training program consisting of four main types of training.

1. Pre-site training
2. On-the-job training
3. In service training
4. Online training

### PRE-SITE TRAINING

- Classroom training which takes place before officer assignment
- Integrates lectures and video in a classroom setting
- Sets employee expectations

### ON-THE-JOB TRAINING

- Introduces officer to his new work environment
- On-site training customized for each client
- Post orders test must be successfully completed before officers are allowed to work

## IN-SERVICE TRAINING

- Officer evaluations and testing take place multiple times throughout the year
- Officers work with management to set quantifiable and attainable training goals

## ONLINE TRAINING

- Continuing education and officer training through proprietary multimedia web based training program
- On-line training can be tracked by management
- Certificates of completion are awarded to each officer upon successful completion of each session



## BENEFITS

Weiser Security is proud to provide employees a comprehensive benefits package. Providing employees with a work environment that supports their personal needs creates a sense of future and belonging. Weiser provides employees the following work place benefits.

- Uniforms and equipment furnished at no cost
- Holiday bonus
- Direct deposit
- Skylight™ debit card
- Employee referral incentive
- New business lead bonus
- Paid vacation
- Anniversary awards
- Holiday pay

## HEALTH BENEFITS OFFERED

- Medical/Health Insurance
- Dental
- Vision
- Life Insurance

## THE WEISER DIFFERENCE

At Weiser, we attribute our proven success to the strength of our employees. Our employees are the most motivated, engaged and qualified security professionals in the industry as documented by the Gallup Organization.

## STRATEGY

Our approach for employee success is driven by a strategic focus on our five R's of employee engagement. These principals allow us to maintain focus on the employee. We ensure the continued success of our clients by giving employees an engaging work environment that allows them to thrive personally and professionally.

## THE FIVE R's OF EMPLOYEE ENGAGEMENT

The following principals have been scientifically proven to generate positive business outcomes such as a reduction in employee absenteeism, increased safety and client account retention, to name a few.

### The Right Match

- The right people, in the right tasks, with the right supervisors drive employee engagement

### The Right Expectations

- Employees need to know how they win at Weiser, how they win today and how they win with their supervisor.

### Relationship

- Connections between people make the difference in partnership, productivity and employee satisfaction. One's supervisor is typically the third most important person in their life.

### Recognition

- Recognize employees not just for what they do well, excellent or great – but for what they merely do right.

### Respect

- Treat all employees with the same level of respect and when dealing with people always do what is right.

## THE WEISER PROMISE

Our promise to our clients is that we will "Employ only the most dependable and reliable." By making it through our screening process, employees have demonstrated such traits and are among the best.



## SCREENING

Standard screening doesn't detect unrevealed personality traits that may cause problems on the job. Many people can do a job, but don't because they do not possess the proper motivation. We developed a screening assessment tool that we call InnerView™. InnerView™ is an objective second opinion for selecting and placing security officers who have strong customer service skills. InnerView™ ranks individual personality and motivation and has the ability to determine suitability for particular assignments. Our goal is to match each officer with the particular needs of each post. Since 1991, we have had incredible success using this proprietary testing system which is the only officer performance and assignment profile tool in the industry.



- Screens in the best customer service skills and strongest work ethic.
- Screens out problems, absenteeism, and dishonesty.
- Determines ability for public contact, working alone, activity and attention to detail.
- Estimates turnover risk

## SELECTION

We are highly selective when choosing employees in order to ensure a greater chance of success. On average, only 9 out of 100 applications are selected to move forward in the hiring process. We are considered to be pioneers in the field of validated research and psychological profiling of security officers. Our scientific profiling is based on many areas of selectivity:

- Workplace problems
- Work ethics
- Reliability
- Dependability

Our aim is to improve employee performance and lower turnover risk. Every employee file is:

1. Investigated by the Branch Staff
2. Double checked for accuracy by the Corporate Selection Controller to ensure our standards are met.



## PLACEMENT

**InnerView™** uses two different profiles. The first profile is selection. If a candidate passes selection, they are then profiled for placement. **InnerView™** placement is based on two variables universal to all posts, which are:

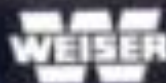
The importance of interpersonal skills - If a post requires a great deal of public contact, the officer should possess a higher level of social skills, and vice versa.

Activity level - The more complex the duties, the more attentive to detail the employee must be, and vice versa.

Combining these two dimensions allows us to classify four types of post assignments. In turn, these describe four distinct "types" of security officers. Officers who are comfortable with their posts report more job satisfaction, which contributes to better performance, lower turnover, and fewer problems all around.







## INVESTMENT DETAILS AND TERMS

Your investment in Weiser security guarantees prompt, accurate and professional services at a competitive market rate. The following has been customized to fit your individual security needs and ensure the most efficient use of your budget.

**INVESTMENT DETAILS-Total Weekly Spend & Annual**  
includes all CCCC Campus Locations in RFP.

POSITION	HPV	PAY RATE	BILL RATE
Security Officer I & Flex Officer	523	\$13.25	\$18.55
Lt. Officers	80	\$14.00	\$19.60
Captain	40	\$16.50	\$23.10
TOTAL/AVERAGE	643	\$13.55	\$18.96
Weekly Billing Rate			\$12,333.65
Annual Billing Rate			\$634,069.80
Office Level 1 Pay Rate: \$13.25 Bill Rate: \$18.55			*See Breakout column 1
Contribution :\$1.996			
\$5.30			
Difference Minus Contribution \$3.34			
Benefits: \$-47			
Uniforms: \$-50			
Weis Guard Smartphone tour system and 2 additional phones: \$-27			
ADMIN & Supplies Branch Costs: \$-54			



Training: \$45			
Holiday Pay: \$55			
LT.Leads: \$14.00 Pay Rate Bill Rate:			
\$19.60			
Contribution: \$ 1.996			
Difference \$5.60 Minus C1 \$3.60			
Benefits: \$47			
Uniforms: \$50			
Weis Guard and 2 Additional Phones			
\$27			
ADMIN & Supplies and Branch Costs:			
\$81			
Training: \$1.00			
Holiday Pay: \$55			
SUP \$16.50 Bill Rate: 23.10			
Contribution: \$ 1.995			
Difference \$6.60			
Minus C1 \$4.60			
Benefits: \$47			
Uniforms: \$50			
Weis Guard and 2 Additional Phones			
\$27			

ADMIN & Supplies and Branch Costs:			
\$1.81			
SUP Training, Rewards & Recognition Bonuses for all site officers and Supervisors: \$2.00			
Holiday Pay: \$1.55			
*Alarm Response See Below in Investment Terms			

## INVESTMENT TERMS

**NOTE: Alarm Response Rates:** Weiser has two Options for Alarm Response for CCCC Campuses Option 1). Our field managers and supervisors will respond to alarm response at all campus locations which will be compensated at the Flex Rate.



SECURITY SERVICES, INC.

2). We can respond with Cyber Guarding Technology, (this is an option we can discuss further upon award)

Included at no additional cost: Weiser Web Portal Management System & Weis Guard Smart Tour System where internet is available.

\*Two Additional Cell Phones for Supervisors

Overtime rates of 1.50 times the above will be billed for six holidays and any additional coverage requested where overtime is incurred.

This quote is good for 60 days given the unprecedented labor shortage.





## WeisGuard Mobile Workforce Management & GPS Tour System

Weis-Guard Mobile is a cutting-edge management tool with benefits as vast as the challenges it solves -- practically infinite. As the only technology in the industry that is completely flexible with regards to devices and carriers, Weis-Guard Mobile addresses a broad range of business challenges; from the operational to the financial and beyond.

### WeisGuard Mobile Features:

#### Smart Tours

- Task Lists Presented at Checkpoints
- Officer Must Confirm Tasks are Completed
- Notes May Be Entered for Exceptions and Abnormalities
- Records Incomplete Tours
- Reports and Tours may be Completed Offline and Uploaded Once Connectivity is Re-established

#### Complete Reports Live On Location

- Incidents with Photographs
  - Automatically Texted/Emailed to predefined Users
  - Plotted on a Map

#### Custom Inspection Forms

- Employee Inspections
- Safety & Compliance Inspections
- Truck Inspections

#### Tracking & Monitoring

##### Live Visibility of Employee Location

- GPS Tracking Outdoors
- Barcode or RFID Scan Indoors

##### View Historical Movement

- Draw Geofences and set Parameters
- Inbound/Outbound Alerts
- Speeding
- Inactivity

#### Web Portal for Reporting

- Tour Reports Hosted in Real Time
  - Schedule Reports to fire to email daily/weekly/monthly
- Live Incident Data
- Historical Metrics to Identify Trending Pockets of Vulnerability



Short Description	Broken Window	Photo
Long Description: Heard anything. Window was not damaged during the last security tour on the incident. occurred sometime between 0900 and 1100. I		
Location: TEKolve-Corporate		
More Location: Warehouse Building		
Type:	--Select Item--	
Status:	--Select Item--	
Level:	--Select Item--	
Incident DateTime: Feb 7, 2011 5:23 PM		



TEKCONTROL			
Tour Report			
Client:	TEKolve-Corporate	Tour Name:	Warehouse Building
Manufacturer:	2011-01-10	Created By:	101-101-0000
		Contact Email:	john@tekolve.com
Tour Summary			
Client:	TEKolve-Corporate	Tour Name:	Warehouse Building
Manufacturer:	2011-01-10	Created By:	101-101-0000
Start Date:	2/7/2011 5:23 PM		
End Date:	2/7/2011 5:23 PM		
History			
Inspection Status	Time	Task List	Assigned To
Completed	2/7/2011 5:23 PM	Warehouse Building	101-101-0000
Completed	2/7/2011 5:23 PM	Warehouse Building	101-101-0000
Completed	2/7/2011 5:23 PM	Warehouse Building	101-101-0000
Completed	2/7/2011 5:23 PM	Warehouse Building	101-101-0000

### WeisGuard Advantages:

- > Increased Efficiency
- > Increased Security
- > Better Reports
- > Paperless/Green Initiative
- > Standardized Procedures & Best Practices
- > Increased Quality of Service
- > Lower Cost of Facility Management



## NORTH CAROLINA INSTRUCTIONS TO VENDORS

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### I. READ, REVIEW AND COMPLY

It shall be the Vendor's responsibility to read this entire document, review all enclosures, attachments, and any Addenda; and comply with all requirements specified, whether appearing in these Instructions to Vendors or elsewhere in the Solicitation document.

Any gender-specific pronouns used herein, whether masculine or feminine, shall be read and construed as gender neutral, and the singular of any word or phrase shall be read to include the plural and vice versa.

### II. REQUEST FOR OFFERS

Vendors are cautioned that this is a request for Offers, not an offer or request to contract, and the State reserves the unqualified right to reject any and all bids at any time if such rejection is deemed to be in the best interest of the State.

By submitting Your Bid or Proposal, You are offering to enter into a contract with the State.

The Contract is a separate document that represents the Vendor's and the State's entire agreement. If Your bid is accepted and results in a Contract, You will be expected to accept the North Carolina General Terms And Conditions included in the Solicitation document as part of the Contract. Depending upon the good or service being offered, other terms and conditions may apply.

### III. DUTY TO INQUIRE

Offeror, by submitting an Offer, represents that it has read and understands the Solicitation and that its Offer is made in compliance with the Solicitation. Offerors are expected to examine the Solicitation thoroughly and should request an explanation for any ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation. Failure to do so will be at the Offeror's risk. All ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation shall be interpreted to require the better quality or greater quantity of work and/or materials, unless otherwise directed by Addendum. Offeror assumes responsibility for any patent ambiguity in the Solicitation that Offeror does not bring to the State's attention.

### IV. DEFINITIONS, ACRONYMS AND ABBREVIATIONS

The following definitions, acronyms, and abbreviations may be used within the Solicitation document.

- 1. AGENCY SPECIFIC TERM CONTRACT:** A contract generally intended to cover all normal requirements for a commodity for a specified period of time based on estimated quantities for a single entity.
- 2. ADDENDUM:** a document issued to supplement or modify the original Solicitation document. Addenda may be issued following a pre-bid/pre-proposal conference or as a result of a specification or work scope changes to the Solicitation.
- 3. BAFO:** Best and Final Offer, submitted by a Vendor to alter its initial bid, made in response to a request by the issuing agency.
- 4. BUYER:** The employee of the State or Other Eligible Entity that places an order with the Vendor.
- 5. COMMUNITY COLLEGE:** Any of the fifty-eight (58) public North Carolina Community Colleges.
- 6. CONTRACT:** A contract resulting from or arising out of Vendor responses to this Solicitation.
- 7. CONTRACT LEAD:** Representative of the agency identified on the first page of the Solicitation document who will correspond with potential Vendors concerning Solicitation issues, will contract with the Vendor providing the best offer to the State, and is the individual who will administer the Contract for the State.
- 8. E-PROCUREMENT SERVICES:** The program, system, and associated services through which the State conducts electronic procurement.
- 9. FOB-DESTINATION:** Title changes hand from Vendor to purchaser at the destination point of the



shipment; Vendor owns the commodity in transit and files any claims. Vendor pays all freight and any related transportation charges. A Solicitation may request that a Vendor separately identify freight charges in its bid, but no amount or charge not included as part of the total bid price will be paid.

10. **HUB:** Historically Underutilized Business <https://incadmin.nc.gov/businesses/hub>
11. **IFB:** Invitation for Bids (a type of Solicitation document)
12. **IPS:** Interactive Purchasing Service
13. **LOT:** A grouping of similar products within this Solicitation document.
14. **OFFER:** the bid or proposal submitted in response this Solicitation. The terms Bid and Proposal are used interchangeably with the term Offer.
15. **OFFEROR:** the single legal entity submitting the Offer. The term Bidder is used interchangeably with the term Offeror. See bidding provisions entitled Signing Your Offer and Bid/Proposal As Offer To Contract.
16. **ON-TIME DELIVERY:** The delivery of all items within a single order to the receiving point designated by the ordering entity within the delivery time required.
17. **QUALIFIED BID/PROPOSAL:** A responsive bid submitted by a responsible Vendor.
18. **RESPONSIBLE:** Refers to a Vendor who demonstrates in its Offer that it has the capability to perform the requirements of the Solicitation.
19. **RESPONSIVE:** Refers to an Offer that conforms to the Requirements of the Solicitation in all respects to be considered by the State for award.
20. **RFI:** Request for Information (an information gathering tool that does not result in a contract)
21. **RFP:** Request for Proposals (a type of Solicitation document)
22. **RFPQ:** Request for Pre-Qualifications (a type of Solicitation document)
23. **RFQ:** Request for Quotes (a type of Solicitation document)
24. **STATE:** The State of North Carolina, including any of its sub-units recognized under North Carolina law.
25. **STATE AGENCY:** Any of the more than 400 sub-units within the executive branch of the State, including its departments, institutions, boards, commissions, universities, and units of the State.
26. **STATE DEPARTMENTS:** Department of Administration, Department of Agriculture and Consumer Services, Department of Commerce, Department of Natural and Cultural Resources, Department of Environmental Quality, Department of Health and Human Services, Department of Information Technology, Department of Insurance, Department of Justice, Department of Labor, Department of Military and Veteran Affairs, Department of Public Instruction, Department of Public Safety, Department of Revenue, Department of State Treasurer, Office of the Secretary of the State, Department of Transportation, Wildlife Resources Commission, Office of Budget and Management, Office of the Governor, Office of the Lieutenant Governor, Office of The State Auditor, Office of the State Controller.
27. **VENDOR:** The supplier, bidder, proposer, company, firm, corporation, partnership, individual or other entity submitting a response to a Solicitation document. Following award of a contract, the term refers to an entity receiving such an award.
28. **WORK:** All labor, materials, equipment, services, or property of any type, provided or to be provided by the Contractor to fulfill the Contractor's obligations under the Contract.
29. **YOU and YOUR:** Offeror.

## V. INTERPRETATION OF TERMS AND PHRASES

The Solicitation document serves to advise potential Vendors of the parameters of the solution being sought by the State. The use of phrases such as "shall," "must," and "requirements" are intended to create enforceable contract conditions. In determining whether bids should be evaluated or rejected, the State will take into consideration the degree to which Vendors have proposed or failed to propose solutions that will satisfy the State's needs as described in the Solicitation. Except as specifically stated in the Solicitation,

no one requirement shall automatically disqualify a Vendor from consideration. However, failure to comply with any single requirement, if determined to be essential under the circumstances then existing, may result in the State exercising its discretion to reject a bid in its entirety.

## VI. BID SUBMISSION

1. **VENDOR'S REPRESENTATIVE:** Each Vendor shall submit with its bid the name, address, and telephone number of the person(s) with authority to bind the Vendor and answer questions or provide clarification concerning the Vendor's bid.
2. **SIGNING YOUR OFFER:** Every Offer must be signed by an individual with actual authority to bind the Offeror.
  - a) If the Offeror is an individual, the Offer must be signed by that individual. If the Offeror is an individual doing business as a firm, the Offer must be submitted in the firm name, signed by the individual, and state that the individual is doing business as a firm.
  - b) If the Offeror is a partnership, the Offer must be submitted in the partnership name, followed by the words by its Partner, and signed by a general partner.
  - c) If the Offeror is a corporation, the Offer must be submitted in the corporate name, followed by the signature and title of the person authorized to sign.
  - d) An Offer may be submitted by a joint venture involving any combination of individuals, partnerships, or corporations. If the Offeror is a joint venture, the Offer must be submitted in the name of the Joint Venture and signed by every participant in the joint venture in the manner prescribed in paragraphs (a) through (c) above for each type of participant.
  - e) If an Offer is signed by an agent, other than as stated in subparagraphs (a) through (d) above, the Offer must state that it has been signed by an Agent. Upon request, Offeror must provide proof of the agent's authorization to bind the principal.
3. **EXECUTION:** Failure to sign the Execution Page (numbered page 1 of the Solicitation document) in the indicated space may render an Offer nonresponsive, and it may be rejected.
4. **STATE OFFICE CLOSINGS:** If an emergency or unanticipated event interrupts normal government processes so that Offers cannot be received at the State office designated for receipt of bids by the exact time specified in the Solicitation, the time specified for receipt of Offers will be deemed to be extended to the same time of day specified in the Solicitation on the first work day on which normal government processes resume. In lieu of an automatic extension, an Addendum may be issued to reschedule the bid opening. If State offices are closed at the time a pre-bid or pre-proposal conference is scheduled, an Addendum will be issued to reschedule the conference.
5. **BID IN ENGLISH and DOLLARS:** Offers submitted in response to this Solicitation shall be in the English language and in US dollars, unless otherwise permitted by the Solicitation.
6. **LATE BIDS:** Late bids, regardless of cause, will not be opened or considered, and will automatically be disqualified from further consideration. It shall be the Vendor's sole responsibility to ensure delivery at the designated office by the designated time.
  - a) Vendor shall bear the risk for late submission due to unintended or unanticipated delay—whether submitted electronically, delivered by hand, U.S. Postal Service, courier or other delivery service. It is the Vendor's sole responsibility to ensure that its bid has been received by this Office by the specified time and date of opening. The date and time of submission will be marked on each bid when received, and any bid received after the bid submission deadline will be rejected.
  - b) For proposals submitted via U.S. mail, please note that the U.S. Postal Service generally does not deliver mail to a specified street address but to the State's Mail Service Center. Vendors are cautioned that proposals sent via U.S. Mail, including Express Mail, may not be delivered by the Mail Service Center to the agency's purchasing office on the due date in time to meet the proposal deadline. All Vendors are urged to take the possibility of delay into account when submitting a proposal by U.S. Postal Service, courier, or other delivery service.
7. **DETERMINATION OF RESPONSIVENESS:** Any Offer which fails to conform to the material requirements of the Solicitation may be rejected as nonresponsive. Offers which impose conditions that modify material requirements of the Solicitation may be rejected. If a fixed price is required, an Offer



will be rejected if the total possible cost to the State cannot be determined. Offerors will not be given an opportunity to correct any material nonconformity. Any deficiency resulting from a minor informality may be cured or waived at the sole discretion of the Procurement Officer.

8. **CONTENTS OF OFFER:**

- a) Offers should be complete and carefully worded and should convey all of the information requested.
- b) Offers should be prepared simply and economically, providing a straightforward, concise description of the Offeror's capabilities to satisfy the requirements of the Solicitation. Emphasis should be on completeness and clarity of content.
- c) If Your Offer includes any comment over and above the specific information requested in the Solicitation, You are to include this information as a separate appendix to Your Offer. Offers which include either modifications to any of the Solicitation's contractual requirements or an Offeror's standard terms and conditions may be deemed non-responsive and not considered for award at the State's discretion.

9. **MULTIPLE OFFERS:** If specifically stated in the Solicitation document, Offerors may submit more than one Offer, provided that each Offer has significant differences other than price. Each separate Offer must satisfy all Solicitation requirements.

10. **CLARIFICATION:** The State may elect to communicate with You after bid opening for the purpose of clarifying either Your Offer or the requirements of the Solicitation. Such communications may be conducted only with Offerors who have submitted an Offer which obviously conforms in all material aspects to the Solicitation. Clarification of an Offer must be documented in writing and included with the Offer. Clarifications may not be used to revise an Offer or the Solicitation.

11. **ACCEPTANCE AND REJECTION:** The State reserves the right to reject any and all bids, to waive any informality in bids and, unless otherwise specified by the Vendor, to accept any item in the bid. If either a unit price or an extended price is obviously in error and the other is obviously correct, the incorrect price will be disregarded. Regardless of error or omission, a Vendor shall not be permitted to increase its pricing after the deadline for submitting bids.

12. **BASIS FOR REJECTION:** Pursuant to 01 NCAC 05B .0501, the State reserves the right to reject any and all Offers, in whole or in part, by deeming the Offer unsatisfactory as to quality or quantity, delivery, price or service offered, non-compliance with the requirements or intent of this Solicitation, lack of competitiveness, error(s) in specifications or indications that revision would be advantageous to the State, cancellation or other changes in the intended project or any other determination that the proposed requirement is no longer needed, limitation or lack of available funds, circumstances that prevent determination of the best offer, or any other determination that rejection would be in the best interest of the State.

13. **INFORMATION AND DESCRIPTIVE LITERATURE:** Vendor shall furnish all information requested in the Solicitation document. Further, if required elsewhere in this bid, each Vendor shall submit with its bid any sketches, descriptive literature, and/or complete specifications covering the goods and services offered. Reference to literature submitted with a previous bid or available elsewhere will not satisfy this provision. **Do not submit bid samples or descriptive literature unless expressly requested.** Unsolicited bid samples or descriptive literature will not be examined or tested, will not be used to determine responsiveness, and will not be deemed to vary any of the provisions of the Solicitation. Failure to comply with these requirements shall constitute sufficient cause to reject a bid without further consideration.

14. **WITHDRAWAL OF BID OR PROPOSAL:** Proposals submitted electronically may be withdrawn at any time prior to the date for bid opening identified on the cover page of this Solicitation document (or such later date included in an Addendum). Proposals that have been delivered by hand, U.S. Postal Service, courier, or other delivery service may be withdrawn **only** in writing and if receipt is acknowledged by the office issuing the Solicitation document prior to the time for opening identified on the cover page of the Solicitation document (or such later date included in an Addendum). Written withdrawal requests shall be submitted on the Vendor's letterhead and signed by an official of the Vendor authorized to make such request. Any withdrawal request made after bid opening shall be allowed only for good cause shown and in the sole discretion of the Division of Purchase and Contract.

15. **COST FOR BID OR PROPOSAL PREPARATION:** Any costs incurred by Vendor in preparing or submitting Offers are the Vendor's sole responsibility.

16. **INSPECTION AT VENDOR'S SITE:** The State reserves the right to inspect, at a reasonable time, the equipment, item, plant, or other facilities of a prospective Vendor prior to Contract award, and during the Contract term as necessary for the State's determination that such equipment, item, plant, or other facilities conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the Contract.
17. **RECYCLING AND SOURCE REDUCTION:** It is the policy of the State to encourage and promote the purchase of products with recycled content to the extent economically practicable, and to purchase items which are reusable, refillable, repairable, more durable, and less toxic to the extent that the purchase or use is practicable and cost-effective. We also encourage and promote using minimal packaging and the use of recycled/recyclable products in the packaging of commodities purchased. However, no sacrifice in quality of packaging will be acceptable. The company remains responsible for providing packaging that will adequately protect the commodity and contain it for its intended use. Companies are strongly urged to bring to the attention of purchasers those products or packaging they offer which have recycled content and that are recyclable.
18. **CERTIFICATE TO TRANSACT BUSINESS IN NORTH CAROLINA:** As a condition of Contract award, each out-of-State Vendor that is a corporation, limited-liability company, or limited-liability partnership shall have received, and shall maintain throughout the term of The Contract, a Certificate of Authority to Transact Business in North Carolina from the North Carolina Secretary of State, as required by North Carolina law. A State contract requiring only an isolated transaction completed within a period of six months, and not in the course of a number of repeated transactions of like nature, shall not be considered transacting business in North Carolina and shall not require a Certificate of Authority to Transact Business.
19. **SUSTAINABILITY:** To support the sustainability efforts of the State of North Carolina we solicit Your cooperation in this effort. Pursuant to Executive Order 156 (1999), it is desirable that all responses meet the following:
- If paper copies are requested, all copies of the bid are printed double sided. All submittals and copies are printed on recycled paper with a minimum post-consumer content of 30%.
  - Unless absolutely necessary, all bids and copies should minimize or eliminate use of non-recyclable or non-reusable materials such as plastic report covers, plastic dividers, vinyl sleeves, and GBC binding. Three-ringed binders, glued materials, paper clips, and staples are acceptable.
  - Materials should be submitted in a format which allows for easy removal, filing and/or recycling of paper and binder materials. Use of oversized paper is strongly discouraged unless necessary for clarity or legibility.
20. **HISTORICALLY UNDERUTILIZED BUSINESSES (HUB):** The State is committed to retaining Vendors from diverse backgrounds, and it invites and encourages participation in the procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled. In particular, the State encourages participation by Vendors certified by the State Office of Historically Underutilized Businesses, as well as the use of HUB-certified vendors as subcontractors on State contracts.
21. **RECIPROCAL PREFERENCE:** G.S. 143-59 establishes a reciprocal preference requirement to discourage other states from favoring their own resident Vendors by applying a percentage increase to the price of any bid from a North Carolina resident Vendor. To the extent another state does so, North Carolina applies the same percentage increase to the bid of a Vendor resident in that state. Residency is determined by a Vendor's "Principal Place of Business," defined as that principal place from which the overall trade or business of the Vendor is directed or managed.
22. **INELIGIBLE VENDORS:** As provided in G.S. 147-86.59 and G.S. 147-86.82, the following companies are ineligible to contract with the State of North Carolina or any political subdivision of the State:
- any company identified as engaging in investment activities in Iran, as determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, and
  - any company identified as engaged in a boycott of Israel as determined by appearing on the List of restricted companies created by the State Treasurer pursuant to G.S. 147-86.81.
- A contract with the State or any of its political subdivisions by any company identified in a) or b) above shall be void *ab initio*.



23. **VALID TAXPAYER INFORMATION:** All persons or entities desiring to do business with the State must provide correct taxpayer information on North Carolina specified forms. The Substitute W-9 and Instructions are here:  
[https://files.nc.gov/ncoses/documents/NCAS\\_forms/State\\_of\\_North\\_Carolina\\_Sub\\_W-9\\_01292019.pdf](https://files.nc.gov/ncoses/documents/NCAS_forms/State_of_North_Carolina_Sub_W-9_01292019.pdf)
24. **VENDOR REGISTRATION AND SOLICITATION NOTIFICATION SYSTEM:** The North Carolina electronic Vendor Portal (eVP) allows Vendors to electronically register free with the State to receive electronic notification of current procurement opportunities available on the Interactive Purchasing System (IPS), as well as notifications of status changes to those Solicitations. Online registration and other purchasing information is available at the following website: <http://ncadmin.nc.gov/about/divisions/purchase-contract>.
25. The status of a Vendor's E-Procurement Services account(s) shall be considered a relevant factor in determining whether to approve the award of a Contract resulting from this Solicitation document. Any Vendor with an E-Procurement Services account that is in arrears by 91 days or more at the time of bid opening may be suspended or deactivated, at the State's discretion, and may be disqualified from further evaluation or consideration.
26. **TABLATIONS:** Bid tabulations can be electronically retrieved at the Interactive Purchasing System (IPS). <https://www.ips.state.nc.us/ips/FindNumberSearch.aspx>. Click on the IPS BIDS icon, click on Search for Bid, enter the bid number, and then search. Tabulations will normally be available at this web site not later than one working day after the bid opening. If negotiation is anticipated under 01 NCAC 05B.0503, pricing may not be public until award. Lengthy or complex tabulations may be summarized, with other details not made available on IPS. Requests for additional details or information concerning such tabulations cannot be honored.
27. **NC BIDS:** NC BIDS is an electronic bidding application that allows an agency to receive Vendor responses electronically for specified Solicitations, saving time and money by eliminating the need to print and ship paper proposal packages. Each individual Solicitation document will indicate whether responses must be submitted electronically through NC BIDS or whether paper responses are required. Submissions that do not comply with the stated submission method will be deemed non-responsive. For more information and online training on NC Bids, visit <https://ncadmin.nc.gov/about/divisions/purchase-and-contract/nc-bids-inc-bids-vendors>.
28. **CONFIDENTIAL INFORMATION:** To the extent permitted by applicable statutes and rules, the State will maintain as confidential trade secrets in bids that the Vendor does not wish disclosed. As a condition to confidential treatment, each page containing trade secret information shall be identified in boldface at the top and bottom as "CONFIDENTIAL" by the Vendor, with specific trade secret information enclosed in boxes, marked in a distinctive color or by similar indication. Cost information shall not be deemed confidential under any circumstances. Regardless of what a Vendor may label as a trade secret, the determination whether it is or is not entitled to protection will be determined in accordance with G.S. 132-1.2. Any material labeled confidential constitutes a representation by the Vendor that it has made a reasonable effort in good faith to determine that such material is, in fact, a trade secret under G.S. 132-1.2. Vendors are urged to limit the marking of information as a trade secret or as confidential so far as is possible. If a legal action is brought to require the disclosure of any material so marked confidential, the State will notify Vendor of such action and allow Vendor to defend the confidential status of its information.
29. **COMMUNICATIONS BY VENDORS:** In submitting its bid, the Vendor agrees not to discuss or otherwise reveal the contents of its bid to any source, government or private, outside of the using or issuing agency until after the award of the Contract or cancellation of this Solicitation. All Vendors are forbidden from having any communications with the using or issuing agency, or any other representative of the State concerning the Solicitation, during the evaluation of the bids (i.e., after the public opening of the bids and before the award of the Contract), unless the State directly contacts the Vendor(s) for purposes of seeking clarification or another reason permitted by the Solicitation. A Vendor shall not: (a) transmit to the issuing and/or using agency any information commenting on the ability or qualifications of any other Vendor to provide the advertised good, equipment, commodity; (b) identify defects, errors and/or omissions in any other Vendor's bid and/or prices at any time during the procurement process; and/or (c) engage in or attempt any other communication or conduct that could influence the evaluation or award of a Contract related to this Solicitation. Failure to comply with this requirement shall constitute sufficient justification to disqualify a Vendor from a Contract award. Only

those communications with the using agency or issuing agency authorized by this Solicitation are permitted.

30. **INFORMAL COMMENTS:** The State shall not be bound by informal explanations, instructions or information given at any time by anyone on behalf of the State during the competitive process or after award. The State is bound only by information provided in writing in this Solicitation document and in formal Addenda.

31. **PROTEST PROCEDURES:** When a Vendor wishes to protest a contract awarded by the Division of Purchase and Contract or awarded by an agency when the award amount exceeds the agency's general delegation and the contract is not subject to a special delegation or exemption, a Vendor shall submit a written request addressed to the State Purchasing Officer at: Division of Purchase and Contract, 1305 Mail Service Center, Raleigh, NC 27699-1305.

When a Vendor wishes to protest a contract awarded by an agency when the award amount is less than an agency's general delegation or when the contract is subject to a special delegation or exemption the Vendor shall submit a written request to protest to the purchasing officer of the agency that issued the award.

The protest request must be received in the proper office within thirty (30) consecutive calendar days from the date of the Contract award. Protest letters shall contain specific grounds and reasons for the protest, how the protesting party was harmed by the award made and any documentation providing support for the protesting party's claims.

**Note:** Contract award notices are sent only to the Vendor actually awarded the contract, and not to every person or firm responding to a Solicitation. Award notices are posted on IPS at <https://www.ips.state.nc.us/ips/>. All protests will be handled pursuant to the North Carolina Administrative Code, 01 NCAC 05B .1519.

32. **ORDER OF PRECEDENCE:** In cases of conflict between specific provisions in this Solicitation or those in any resulting Contract documents, the order of precedence shall be (high to low) (1) any special terms and conditions specific to this Solicitation document, including any negotiated terms, (2) requirements and specifications and administration, (3) North Carolina General Terms and Conditions in North Carolina General Terms And Conditions, (4) Instructions To Vendors, (5) Pricing, and (6) Vendor's Bid.
33. **ADDENDA:** Critical updated information may be included in Addenda to the Solicitation. It is important that all Vendors bidding on the Solicitation periodically check 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 the Solicitation document and all Addenda thereto. Vendors are also responsible for obtaining and complying with all Addenda and other changes that may be issued concerning the Solicitation.
34. **ORAL EXPLANATIONS NON-BINDING:** Oral explanations or instructions will not be binding. Any information given a prospective Offeror concerning a Solicitation will be furnished promptly to all other prospective Offerors as an Addendum to the Solicitation, if that information is necessary for submitting offers or if the lack of it would be prejudicial to other prospective Offerors. See clause herein entitled "Duty to Inquire." The State will not identify You in its answer to Your question.
35. **MAXIMUM COMPETITION:** The State seeks to permit the maximum practicable competition. Offerors are urged to advise the State, as soon as possible, regarding any aspect of this procurement, including any aspect of the Solicitation that unnecessarily or inappropriately limits full and open competition. If the State determines that any changes will be made resulting from the questions asked, then such decisions will be communicated in the form of an Addendum.
36. **FIRM OFFER:** Vendor's bid shall constitute a firm offer. By execution and delivery of a bid in response to a Solicitation, the Vendor agrees that any additional or modified terms and conditions, whether submitted purposefully or inadvertently, shall have no force or effect, and will be disregarded. Any bid that contains language that indicates the bid is non-binding or subject to further negotiation before a contractual document may be signed shall be rejected.





## **NORTH CAROLINA GENERAL TERMS & CONDITIONS**

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### **1. PERFORMANCE:**

- a) It is anticipated that the tasks and duties undertaken by the Vendor under the contract which results from the State solicitation in this matter (Contract) shall include Services, and/or the manufacturing, furnishing, or development of goods and other tangible features or components, as deliverables.
- b) Except as provided herein, and unless otherwise mutually agreed in writing prior to award, any deliverables not subject to an agreed Vendor license and provided by Vendor in performance of this Contract shall be and remain property of the State. During performance, Vendor may provide proprietary components as part of the deliverables that are identified in this Contract. Vendor grants the State a personal, permanent, non-transferable license to use such proprietary components of the deliverables and other functionalities, as provided under this Contract. Any technical and business information owned by Vendor or its suppliers or licensors made accessible or furnished to the State shall be and remain the property of the Vendor or such other party, respectively. Vendor agrees to perform under the Contract in at least the same or similar manner provided to comparable users and customers. The State shall notify the Vendor of any defects or deficiencies in performance or failure of deliverables to conform to the standards and specifications provided in this Contract. Vendor agrees to timely remedy defective performance or any nonconforming deliverables on its own or upon such notice provided by the State.
- c) Vendor has a limited, non-exclusive license to access and use State Data provided to Vendor, but solely for performing its obligations under and during this Agreement and in confidence as further provided for herein or by law.
- d) Vendor or its suppliers, as specified and agreed in the Contract, shall provide support assistance to the State related to all Services performed or other deliverables procured hereunder during the State's normal business hours. Vendor warrants that its support, customer service, and assistance will be performed at a minimum in accordance with generally accepted and applicable industry standards.
- e) The State may document and take into account in awarding or renewing future procurement contracts the general reputation, performance and performance capabilities of the Vendor under this Contract as provided by G.S. 143-52 and 143-135.9 (a) and (b) (Best Value).

### **2. DEFAULT AND TERMINATION:**

- a) In the event of default by the Vendor, the State may, as provided by NC law, procure goods and services necessary to complete performance hereunder from other sources and hold the Vendor responsible for any excess cost occasioned thereby. See, G.S. 25-2-712. In addition, and in the event of default by the Vendor under the Contract, or upon the Vendor filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the Vendor, the State may immediately cease doing business with the Vendor, terminate the Contract for cause, and take action to recover relevant damages, and if permitted by applicable law, debar the Vendor from doing future business with the State. 01 NCAC 05B.1520.
- b) If, through any cause, Vendor shall fail to fulfill in a timely and proper manner the obligations under the Contract, including, without limitation, in these North Carolina General Terms and Conditions, the State shall have the right to terminate the Contract by giving thirty days written notice to the Vendor and specifying the effective date thereof. In that event, any or all finished or unfinished deliverables that are prepared by the Vendor under the Contract shall, at the option of the State, become the property of the State (and under any applicable Vendor license

to the extent necessary for the State to use such property), and the Vendor shall be entitled to receive just and equitable compensation for any acceptable deliverable completed (or partially completed at the State's option) as to which such option is exercised. Notwithstanding, Vendor shall not be relieved of liability to the State for damages sustained by the State by virtue of any breach of the Contract, and the State may withhold any payment due the Vendor for the purpose of setoff until such time as the exact amount of damages due the State from such breach can be determined. The State, if insecure as to receiving proper performance or provision of goods deliverables, or if documented Vendor Services performance issues exist, under this Contract, may require at any time a performance bond or other alternative performance guarantees from a Vendor without expense to the State as provided by applicable law. G.S. 143-52(a); 01 NCAC 05B.1521; G.S. 25-2-609.

- c) If this Contract contemplates deliveries or performance over a period of time, the State may terminate this Contract for convenience at any time by providing 60 days' notice in writing from the State to the Vendor. In that event, any or all finished or unfinished deliverables prepared by the Vendor under this Contract shall, at the option of the State, become its property, and under any applicable Vendor license to the extent necessary for the State to use such property. If the Contract is terminated by the State for convenience, the State shall pay for those items or Services for which such option is exercised, less any payment or compensation previously made.

### **3. INTERPRETATION, CONFLICT OF TERMS:**

- a) The definitions in the instructions to Vendors in the relevant solicitation for this Contract, and in 01 NCAC 05A.0112 are specifically incorporated herein.
- b) If federal funds are involved in the transactions under this Contract, the Vendor shall comply with all applicable state and federal requirements and laws, except where State requirements are more restrictive. See the additional federal requirements included in the "Federal Funds Provisions" section below.
- c) "Purchasing Agency" herein is as defined in 01 NCAC 05A.0112, except that if this Contract has been entered into by the NC Department of Administration, Division of Purchase and Contract (P&C) as indicated in the Contract (e.g., a State Term Contract), then P&C will then be a Purchasing Agency for the purposes herein and in the Federal Funds Provisions, below.
- d) Contracts made in contravention of General Statutes, Chapter 143, Article 3 and the Rules in 05 NCAC Chapter 5, are void. G.S. 143-58.
- e) In cases of conflict between specific provisions in this Contract and any other referenced documents, the Order of Precedence shall be (high to low) (1) any special terms and conditions specific to this Contract, including any negotiated terms; (2) requirements, specifications and administrative terms; (3) these NORTH CAROLINA GENERAL TERMS AND CONDITIONS, including the Federal Funds Provisions; (4) Definitions and other provisions in INSTRUCTIONS TO VENDORS in this solicitation, which is specifically incorporated in this Contract; (5) PRICING, and (6) Vendor's Bid, to the extent specifically and mutually incorporated into this Contract.
- f) In the event of conflict of terms between applicable provisions of the Federal Funds Provisions and the other provisions of these North Carolina General Contract Terms and Conditions, the more restrictive provision will govern.

4. **GOVERNMENTAL RESTRICTIONS:** In the event any Governmental restrictions are imposed which necessitate alteration of the goods, material, quality, workmanship, or performance of the Services offered, prior to acceptance, it shall be the responsibility of the Vendor to notify the State Contract Lead or Administrator indicated in the Contract at once, in writing, indicating the specific regulation which requires such alterations. The State reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the Contract.

5. **AVAILABILITY OF FUNDS:** Any and all payments to the Vendor shall be dependent upon and subject to the availability of funds appropriated or allocated to the agency for the purpose set forth in the Contract.

**4. TAXES:** Any applicable taxes shall be invoiced as a separate item.

- a) G.S. 143-59.1 bars the Secretary of Administration from entering into Contracts with Vendors if the Vendor or its affiliates meet one of the conditions of G.S. 105-164.8(b) and refuses to collect use tax on sales of tangible personal property to purchasers in North Carolina. Conditions under G.S. 105-164.8(b) include: (1) Maintenance of a retail establishment or office, (2) Presence of representatives in the State that solicit sales or transact business on behalf of the Vendor and (3) Systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. By execution of the proposal document the Vendor certifies that it and all of its affiliates, (if it has affiliates), collect(s) the appropriate taxes.
- b) The agency(ies) participating in the Contract are exempt from Federal Taxes, such as excise and transportation. Exemption forms submitted by the Vendor will be executed and returned by the using agency.
- c) Prices offered are not to include any personal property taxes, nor any sales or use tax (or fees) unless required by the North Carolina Department of Revenue.

**7. SITUS AND GOVERNING LAWS:**

- a) This Contract is made under and shall be governed by and construed in accordance with the laws of the State of North Carolina, including, without limitation, the relevant provisions of G.S. Chapter 143, Article 3, and the Rules in 01 NCAC Chapter 05, and any applicable successor provisions, without regard to its conflict of laws rules, and within which State all matters, whether sounding in Contract, tort or otherwise, relating to its validity, construction, interpretation and enforcement shall be determined. G.S. 22B-3.
- b) Vendor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business and its performance in accordance with the Contract, including those of federal, state, and local agencies having jurisdiction and/or authority, and including, without limitation, the applicable requirements in the Federal Funds Provisions, below.
- c) Non-resident Vendor corporations not formed under NC law must be domesticated in the Office of the NC Secretary of State in order to contract with the State of North Carolina. G.S. 55A-15-01.

**8. NON-DISCRIMINATION COMPLIANCE:**

*Wholly State Funded Contracts.*

- a) The Vendor will take affirmative action in complying with all State requirements and laws concerning fair employment and employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin or disability or rights, such as preserved by Governor Roy Cooper Order E.O. 24 or 25, and will take necessary action to ensure that its internal employee policies and procedures are consistent with Executive Order 882 (Roy Cooper, December 6, 2018), which extends workplace protections and accommodations to pregnant employees.
- b) Federal Law, such as the following, applies as provided for therein: Titles VI and VII of the Civil Rights Act of 1964 (PL 88-352), and the regulations issued pursuant thereto (prohibiting discrimination on the basis race, color, national origin and ensuring that individuals are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age); Title IX of the Education Amendments of 1972 (codified as amended at 20 U.S.C. § 1681 et seq.) (prohibiting discrimination on the basis of sex); Titles I, II, III, IV, and V of the Americans with Disability Act of 1990 (prohibiting discrimination on the basis of disability); Section 504 of the Rehabilitation Act of 1973 (codified as amended at 29 U.S.C. § 794) (prohibiting discrimination on the basis of handicap); the Age



Discrimination Act of 1975 (codified as amended at 42 U.S.C. § 6101 et seq.) (prohibiting age discrimination); Executive Order 11363 as amended by Executive Order 2259; and Section 109 of the Housing and Community Development Act of 1974, as amended.

*Contracts Partially or Wholly Federally Funded.*

To the extent federal funding is involved in this procurement, in whole or in part, compliance with the following is required:

- c) The Vendor shall comply with all Federal Funds Provisions requirements (below) and not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Vendor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- d) The Vendor shall, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- e) The Vendor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Vendor's legal duty to furnish information.
- f) The Vendor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Vendor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- g) The Vendor shall comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- h) The Vendor shall furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and shall permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- i) In the event of the Vendor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Vendor may be declared ineligible for further Government contracts or federally assisted construction Contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.



- j) The Vendor shall include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Vendor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a Vendor (or herein "applicant," as applicable in context within these Federal Funds Provisions) becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Vendor may request the United States to enter into such litigation to protect the interests of the United States.
- k) The Vendor further agrees that it shall be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work. Provided, that if the Vendor so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the Contract.
- l) The Vendor agrees that it shall assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Vendors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it shall furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it shall otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.
- m) The Vendor further agrees that it shall refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Vendor debarred from, or who has not demonstrated eligibility for, Government Contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Vendors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the Vendor agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part any relevant grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Vendor under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Vendor; and refer the case to the Department of Justice for appropriate legal proceedings.

9. **PAYMENT TERMS:** Payment terms are net not later than 30 days after receipt of a correct invoice or acceptance of goods, whichever is later. The Procuring Agency is responsible for all payments to the Vendor under the Contract. Payment by some agencies may be made by procurement card. If the Vendor accepts Visa, MasterCard, etc., from other customers, it shall accept procurement card payment by the State under the terms provided for the procurement card, 01 NCAC 05B.1523. If payment is made by procurement card, then payment for amounts then due may be processed immediately by the Vendor.

The State does not agree in advance, in contract, pursuant to Constitutional limitations, to pay costs such as interest, late fees, penalties or attorney's fees. This Contract will not be construed as an agreement by the State to pay such costs and will be paid only as ordered by a court of competent jurisdiction.

10. **CONDITION AND PACKAGING:** Unless otherwise expressly provided by special terms and conditions or specifications in the Contract or by express, specific federal law or rule, it is understood and agreed that any item offered or shipped has not been sold or used for any purpose, is newly manufactured,

and shall be in first class condition. All containers/packaging shall be suitable for handling, storage or shipment.

**11. INTELLECTUAL PROPERTY WARRANTY AND INDEMNITY:** Vendor shall hold and save the State, its officers, agents and employees, harmless from liability of any kind, including costs and expenses, resulting from infringement of the rights of any third party in any Services or copyrighted material, patented or patent-pending invention, article, device or appliance delivered in connection with the Contract.

- a) Vendor warrants to the best of its knowledge that:
  - 1. Performance under the Contract does not infringe upon any intellectual property rights of any third party; and
  - 2. There are no actual or threatened actions arising from, or alleged under, any intellectual property rights of any third party.
- b) Should any deliverables supplied by Vendor become the subject of a claim of infringement of a patent, copyright, trademark or a trade secret in the United States, the Vendor, shall at its option and expense, either procure for the State the right to continue using the deliverables, or replace or modify the same to become non-infringing. If neither of these options can reasonably be taken in Vendor's judgment, or if further use shall be prevented by injunction, the Vendor agrees to cease provision of any affected deliverables and refund any sums the State has paid Vendor for such deliverables and make every reasonable effort to assist the State in procuring substitute deliverables. If, in the sole opinion of the State, the cessation of use by the State of any such deliverables due to infringement issues makes the retention of other items acquired from the Vendor under this Agreement impractical, the State shall then have the option of terminating the Agreement, or applicable portions thereof, without penalty or termination charge; and Vendor agrees to refund any sums the State paid for unused Services or other deliverables.
- c) The Vendor, at its own expense, shall defend any action brought against the State to the extent that such action is based upon a claim that the deliverables supplied by the Vendor, their use or operation, infringe on a patent, copyright, trademark or violate a trade secret in the United States. The Vendor shall pay those costs and damages finally awarded or agreed in a settlement against the State in any such action. Such defense and payment shall be conditioned on the following:
  - 1. That the Vendor shall be notified within a reasonable time in writing by the State of any such claim; and
  - 2. That the Vendor shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise provided, however, that the State shall have the option to participate in such action at its own expense.
- d) Vendor will not be required to defend or indemnify the State to the extent any claim by a third party against the State for infringement or misappropriation results solely from the State's material alteration of any Vendor-branded deliverables or Services, or from the continued use of the Services or other deliverables after receiving written notice from the Vendor of the claimed infringement.

**12. ADVERTISING:** Vendor agrees not to use the existence of the Contract or the name of the State of North Carolina as part of any commercial advertising or marketing of products or Services except as provided in 01 NCAC 05B.1516. A Vendor may inquire whether the State is willing to be included on a listing of its existing customers.

**13. ACCESS TO PERSONS AND RECORDS:** During, and after the term hereof during the relevant period required for retention of records by State law (G.S. 121-5, 132-1 et seq., typically five years), the State Auditor and any Purchasing Agency's internal auditors shall have access to persons and records related to the Contract to verify accounts and data affecting fees or performance under the Contract, as provided in G.S. 143-49(9). However, if any audit, litigation or other action arising out of or related



in any way to this project is commenced before the end of the such retention of records period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the record retentions period, whichever is later.

#### 14. ASSIGNMENT OR DELEGATION OF DUTIES:

- a) As a convenience to the Vendor, the State may include any person or entity designated by the Vendor in writing as a joint payee on the Vendor's payment check. In no event shall such approval and action obligate the State to anyone other than the Vendor.
- b) If Vendor requests any assignment, or delegation of duties, the Vendor shall remain responsible for fulfillment of all Contract obligations. Upon written request, the State may, in its unfettered discretion, approve an assignment or delegation to another responsible entity acceptable to the State, such as the surviving entity of a merger, acquisition or a corporate reorganization if made as part of the transfer of all or substantially all of the Vendor's assets. 01 NCAC 05B.1507. Any purported assignment or delegation made in violation of this provision shall be void and a material breach of the Contract. G.S. 143-58.

#### 15. INSURANCE: This section provides minimum insurance coverage rates that are applicable to most moderate risk solicitations. Agency Risk Analysis will determine if higher insurance coverage amounts are needed based on the likelihood and severity of exposure to the State. The analysis is documented in writing in the official file and considers the following non-exclusive factors:

1. Potential for damage to State property or property of a third party,
2. Potential for bodily injury to State employees or third parties,
3. Whether Vendor will transport State property, clients, or employees,
4. Use of a vehicle to accomplish the work or to travel to or from State locations,
5. Anticipated physical contacts of the Vendor with the State,
6. Anticipated number and activity of Vendor personnel within the State, and
7. Any other unique considerations that could result in harm, bodily injury, or property damage.

The Purchasing Agency has specified elsewhere in this Contract any increase in the minimum insurance coverage requirements below if the risk from the above factors is high.

**a) REQUIREMENTS** - Providing and maintaining adequate insurance coverage is a material obligation of the Vendor and is of the essence of the Contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the NC Commissioner of Insurance to do business in North Carolina. The Vendor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or the Contract. The limits of coverage under each insurance policy maintained by the Vendor shall not be interpreted as limiting the Vendor's liability and obligations or the indemnification requirements under the Contract. As provided above, a State agency is authorized, upon written evaluation and substantiation in the official file of the significant risk of bodily injury and/or property or other damage in the contract, to require and enforce higher coverage limits to mitigate the potential risk of liability to the State.

**b) COVERAGE** - During the term of the Contract, the Vendor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the Contract. At a minimum, the Vendor shall provide and maintain the following coverage and limits, subject to higher requirements by an agency after the risk analysis indicated above:

1. **For Small Purchases** as defined under North Carolina Administrative Code 01 NCAC 05A.0112 (35) and 05B.0301 (1), the minimum applicable insurance requirements for Worker's Compensation and Automobile Liability will apply as required by North Carolina law. The Purchasing Agency may require Commercial General Liability coverage consistent with the assessed risks involved in the procurement.
2. **For Contracts valued in excess of the Small Purchase threshold, but up to \$1,000,000.00 the following limits shall apply:**

- i. **Worker's Compensation** - The Vendor shall provide and maintain Worker's Compensation Insurance, as may be required by the laws of North Carolina, as well as employer's liability coverage, with minimum limits of \$250,000.00, covering all of Vendor's employees who are engaged in any work under the Contract in North Carolina. If any work is sub-Contracted, the Vendor shall require the sub-contractor to provide the same coverage for any of its employees engaged in any work under the Contract within the State.
- ii. **Commercial General Liability** - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$500,000.00 Combined Single Limit. Defense costs shall be in excess of the limit of liability.
- iii. **Automobile** - Automobile Liability Insurance, to include liability coverage covering all owned, hired and non-owned vehicles, used within North Carolina in connection with the Contract. The minimum combined single limit shall be \$250,000.00 bodily injury and property damage; \$250,000.00 uninsured/under insured motorist; and \$2,500.00 medical payment.

**3. For Contracts valued in excess of \$1,000,000.00 the following limits shall apply:**

- i. **Worker's Compensation** - The Vendor shall provide and maintain Worker's Compensation Insurance, as may be required by the laws of North Carolina, as well as employer's liability coverage, with minimum limits of \$500,000.00, covering all of Vendor's employees who are engaged in any work under the Contract in North Carolina. If any work is sub-Contracted, the Vendor shall require the sub-contractor to provide the same coverage for any of its employees engaged in any work under the Contract within the State.
- ii. **Commercial General Liability** - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$1,000,000.00 Combined Single Limit. Defense costs shall be in excess of the limit of liability.
- iii. **Automobile** - Automobile Liability Insurance, to include liability coverage covering all owned, hired and non-owned vehicles, used within North Carolina in connection with the Contract. The minimum combined single limit shall be \$500,000.00 bodily injury and property damage; \$500,000.00 uninsured/under insured motorist; and \$5,000.00 medical payment.

**16. GENERAL INDEMNITY:**

- a) The Vendor shall indemnify, defend and hold and save the State, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, Services, materials, or supplies in connection with the performance of the Contract, and also from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Vendor in the performance of the Contract that are attributable to the negligence or intentionally tortious acts of the Vendor, provided that the Vendor is notified in writing within 30 days from the date that the State has knowledge of such claims.
- b) The Vendor, at its own expense shall defend any action brought against the State, under this section. The Vendor shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise, provided, however, that the State shall have the option to participate in such action at its own expense.
- c) The Vendor represents and warrants that it shall make no claim of any kind or nature against the State's agents who are involved in the delivery or processing of Vendor deliverables or Services as part of this Contract with the State.



- d) As part of this provision for General indemnity, if federal funds are involved in this procurement, the Vendor warrants that it will comply with all relevant and applicable federal requirements and laws, and will indemnify, defend and hold and save the State harmless from any claims or losses resulting to the State from the Vendor's noncompliance with such federal requirements or law in the performance of this Contract. The representations and warranties in the preceding two sentences shall survive the termination or expiration of the Contract.
- e) The State does not participate in indemnification due to Constitutional restrictions, or arbitration, which effectively and unacceptably waives jury trial. See, G.S. 22B-3, -10.

**17. ELECTRONIC PROCUREMENT: (G.S. 143-48.3)**

**GENERALLY APPLICABLE TO GOODS AND SERVICES PURCHASES:**

- a) Purchasing shall be conducted through the Statewide E-Procurement Service. The State's third-party agent shall serve as the Supplier Manager for this E-Procurement Service. The Vendor shall register for the Statewide E-Procurement Service within two (2) business days of notification of award in order to receive an electronic purchase order resulting from award of this Contract.
- b) The Supplier Manager will capture an order from a State approved user, including the shipping and payment information, and submit the order in accordance with E-Procurement Service procedures. Subsequently, the Supplier Manager will send those orders to the appropriate Vendor on State Contract. The State or State-approved user, not the Supplier Manager, shall be responsible for the solicitation, bids received, evaluation of bids received, award of Contract, and the payment for goods delivered.
- c) Vendor shall at all times maintain the confidentiality of its username and password for the Statewide E-Procurement Services. Vendor shall be responsible for all activity and all charges by its agents or employees. Vendor agrees not to permit a third party to use its E-Procurement Services account. If there is a breach of security through the Vendor's account, Vendor shall immediately change its password and notify the Supplier Manager of the security breach by email. Vendor shall cooperate with the State and the Supplier Manager to mitigate and correct any security breach.

**E-PROCUREMENT FEES – APPLICABLE ONLY TO GOODS PURCHASES**

- d) **THE SUCCESSFUL BIDDER(S) SHALL PAY A TRANSACTION FEE, CURRENTLY 1.75% (\$.175), ON THE TOTAL DOLLAR AMOUNT (EXCLUDING SALES TAXES) FOR THE AMOUNT OF ANY GOODS INCLUDED ON EACH PURCHASE ORDER ISSUED THROUGH THE STATEWIDE E-PROCUREMENT SERVICE (OR ANY OFFICIAL REPLACEMENT SERVICE). G.S. 66-58.12; See, NC E-Procurement Terms of Use.** This applies to all purchase orders, regardless of the quantity or dollar amount of the purchase order. The transaction fee shall not be stated or included as a separate item on the invoice. Vendor will receive a credit for transaction fees they paid for the purchase of any item(s) if an item(s) is returned through no fault of the Vendor. Transaction fees are non-refundable when an item is rejected and returned, or declined, due to the Vendor's failure to perform or comply with specifications or requirements of the Contract.
- e) Vendor or its Authorized Reseller, as applicable, will be invoiced monthly for the State's transaction fee by the E-Procurement Supplier Manager (Supplier Manager), based on a) purchase activity for the prior month, or b) purchases for which the supplier invoice has been paid. Unless the Supplier Manager receives written notice from the Vendor identifying with specificity any errors in an invoice for the transaction fee within thirty (30) days of the receipt of invoice, such invoice shall be deemed to be correct and Vendor shall have waived its right to later dispute the accuracy and completeness of the invoice. Payment of the transaction fee by the Vendor is due to the account designated by the State within thirty (30) days after receipt of the invoice for the transaction fee, or it shall be considered a material breach of Contract.

Pursuant to G.S. 147-86.23, the service will charge 1) interest on past due balances at the rate set by the Secretary of Revenue pursuant to G.S. 105-241.21 as of the date the balances are past due, and, 2) late payment penalties, currently ten percent (10%) of the amount receivable. No interest shall be charged on disputed and overdue amounts to the extent the State agrees to reduce or adjust the amount in dispute. The Supplier Manager shall provide, whenever reasonably requested by the Vendor in writing (including electronic documents), supporting documentation from the E-Procurement Service that accounts for the amount of the invoice.

18. **SUBCONTRACTING:** Performance under the Contract by the Vendor shall not be subcontracted without prior written approval of the State's assigned Contract Lead. Unless otherwise agreed in writing, acceptance of a Vendor's proposal shall include approval to use the subcontractor(s) that have been specified therein.
19. **CONFIDENTIALITY:** Vendor information that cannot be shown to be, e.g., a trade secret, may be subject to public disclosure under the terms of the State Public Records Act (SPRA), beginning at G.S. 132.1. Blanket assertions of confidentiality are not favored, but confidentiality of specific material meeting one or more exceptions in the SPRA will be honored. Vendors are notified that if the confidentiality of material is challenged by other parties, the Vendor has the responsibility of defending the assertion of confidentiality. G.S. 143-52(a).
20. **CARE OF STATE DATA AND PROPERTY:** Any State property, information, data, instruments, documents, studies or reports given to or prepared or assembled by or provided to the Vendor under the Contract shall be kept as confidential, used only for the purpose(s) required to perform the Contract and not divulged or made available to any individual or organization without the prior written approval of the State.

The State's data and property in the hands of the Vendor shall be protected from unauthorized disclosure, loss, damage, destruction by a natural event or another eventuality. The Vendor agrees to reimburse the State for loss or damage of State property while in Vendor's custody. Such State Data shall be returned to the State in a form acceptable to the State upon the termination or expiration of this Agreement.

The Vendor shall notify the State of any security breaches within 24 hours as required by G.S. 143B-1379. For further information, see, G.S. 75-60 et seq. Notice is given to the Vendor that the NC Department of Information Technology (DIT) has requirements relating to the security of the State network, and rules relating to the use of the State network, IT software and equipment, that the Vendor must comply with, as applicable. See, e.g., G.S. 143B-1376.

21. **OUTSOURCING:** Any Vendor or subcontractor providing call or contact center services to the State of North Carolina or any of its agencies shall disclose to inbound callers the location from which the call or contact center services are being provided.

If, after award of a Contract, and consistent with any applicable NC DIT security provisions, the Contractor wishes to relocate or outsource any portion of performance to a location outside the United States, or to contract with a subcontractor for any such performance, which subcontractor and nature of the work has not previously been disclosed to the State in writing, prior written approval must be obtained from the State Purchasing Agency. Vendor shall give notice to the Purchasing Agency of any relocation of the Vendor, employees of the Vendor, subcontractors of the Vendor, or other persons providing performance under a State Contract to a location outside of the United States. See, G.S. 143-59.4.

22. **ENTIRE AGREEMENT:** The Contract (including any documents mutually incorporated specifically therein) resulting from a relevant solicitation represents the entire agreement between the parties and supersedes all prior oral or written statements or agreements. All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the Contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.
23. **ELECTRONIC RECORDS:** The State will digitize all Vendor responses to the relevant solicitation, if not received electronically, as well as any awarded Contract together with associated procurement-related documents. These electronic copies shall constitute a preservation record and shall serve as the official record of this procurement with the same force and effect as the original written documents.



comprising such record. Any official electronic copy, printout or other output readable by sight shown to reflect such record accurately shall constitute an "original."

24. **AMENDMENTS:** This Contract may be amended only by a written amendment duly executed by the State and the Vendor.
25. **NO WAIVER:** Notwithstanding any other language or provision in the Contract or in any Vendor-supplied material, nothing herein is intended nor shall be interpreted as a waiver of any right or remedy otherwise available to the State under applicable law. The waiver by the State of any right or remedy on any one occasion or instance shall not constitute or be interpreted as a waiver of that or any other right or remedy on any other occasion or instance.
26. **FORCE MAJEURE:** Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations as a result of events beyond its reasonable control, including, without limitation, fire, power failures, any act of war, hostile foreign action, nuclear explosion, riot, strikes or failures or refusals to perform under subcontracts, civil insurrection, earthquake, hurricane, tornado, other catastrophic epidemic or pandemic, natural event or Act of God.
27. **SOVEREIGN IMMUNITY:** Notwithstanding any other term or provision in the Contract, nothing herein is intended nor shall be interpreted as waiving any claim or defense based on the principle of sovereign immunity or other State or federal constitutional provision or principle that otherwise would be available to the State under applicable law.
28. **FEDERAL FUNDS PROVISIONS:**

Where federal funds are utilized in connection with this procurement, and to the extent applicable and absent stricter or controlling State provisions, the following federal provisions (in addition to the North Carolina General Terms and Conditions above) may apply consistent with Uniform Guidance in 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, and its Appendix B. Relevant federal authorities may require additional provisions depending on the scope and context of the Contract. Failure or unwillingness of the Vendor to continually meet any of these requirements, as applicable, may result in Contract termination.

Any links to websites not maintained by the State are provided as a courtesy. The State does not warrant or guarantee the accuracy of the hyperlink or the information contained therein.

- a) **No governmental non-competes.** Vendor shall not impose or enforce any non-competition agreement upon the employees included in Vendor's bid that would prevent those employees from accepting any offer of employment from the State of North Carolina outside of the first Term of the Contract. By executing this Contract, the Vendor affirms this condition. This affirmation is a material condition for the State's award of any work under this Contract.
- b) **Program Monitoring.** Vendor agrees to assist and cooperate with the Federal grantor or funding agency and the relevant Purchasing Agency or their duly designated representatives in the monitoring of the project or projects to which this Contract relates, and to provide in form and manner approved by the Purchasing Agency such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.
- c) **Remedies and Termination.** For purposes of this section the State Remedies and Termination provisions above apply as written.
- d) **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).**

Compliance with the Contract Work Hours and Safety Standards Act.

- f. **Overtime requirements.** No Vendor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-

half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in 29 C.F.R. §5.5(b)(1) the Vendor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Vendor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in 29 C.F.R. §5.5(b)(1), in the sum of \$26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in 29 C.F.R. §5.5(b)(1).
3. *Withholding for unpaid wages and liquidated damages.* The Purchasing Agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Vendor or subcontractor under any such contract or any other Federal contract with the same prime Vendor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Vendor, such sums as may be determined to be necessary to satisfy any liabilities of such Vendor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in 29 C.F.R. §5.5(b)(2).
4. *SubContracts.* The Vendor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of 29 C.F.R. §5.5 and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Vendor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in 29 C.F.R. §5.5(b)(2) through (4).

**e) CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT.**

Clean Air Act

1. The Vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The Vendor agrees to report each violation to the Purchasing Agency and understands and agrees that the Purchasing Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The Vendor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

Federal Water Pollution Control Act

1. The Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The Vendor agrees to report each violation to the Purchasing Agency and understands and agrees that the Purchasing Agency will, in turn, report each violation as required to assure notification to the federal agency providing funds hereunder, and the appropriate Environmental Protection Agency Regional Office.
3. The Vendor agrees that these requirements will be included in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.



**f) Debarment and Suspension.**

1. This Contract, if federal funding is used, is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Vendor is required to verify that none of the Vendor's principals (defined at 2 C.F.R. § 180.905) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
2. The Vendor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
3. This certification is a material representation of fact relied upon by a federal agency providing federal funds herein and the Purchasing Agency. If it is later determined that the Vendor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to federal agency providing federal funds herein and the Purchasing Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
4. The Vendor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of the Contract resulting from a relevant solicitation herein. The Vendor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**g) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) (as Amended).**

To the extent applicable, Vendors that apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal Contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Required Certification. If applicable, Vendors must sign and submit to the Purchasing Agency the certification. See the latest version of "Certification for Contracts, Grants, Loans, and Cooperative Agreements" found at <https://ncadmin.nc.gov/documents/vendor-forms>.

**h) Procurement of Recovered Materials.**

1. Unless specified otherwise in the Contract, in the performance of this Contract, the Vendor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
  - Competitively within a timeframe providing for compliance with the Contract performance schedule;
  - Meeting Contract performance requirements; or
  - At a reasonable price.
2. Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines web site: <https://www.epa.gov/omn/comprehensive-procurement-guidelines-cpg-program>
3. The Vendor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.\*

- i) **Access to Records.** In addition to the North Carolina General Contract Terms & Conditions section entitled "ACCESS TO PERSONS AND RECORDS" included in this Contract, the following access to records requirements apply to this Contract:
1. The Vendor agrees to provide the Purchasing Agency, the Administrator of the federal agency providing funds hereunder, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Vendor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.
  2. The Vendor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
  3. The Vendor agrees to provide the Administrator of the federal agency providing funds hereunder or his authorized representative access to construction or other work sites pertaining to the work being completed under the Contract.
  4. In compliance with the Disaster Recovery Act of 2018, the Purchasing Agency and the Vendor acknowledge and agree that no language in this Contract is intended to prohibit audits or internal reviews by the Administrator of the federal agency providing funds hereunder or the Comptroller General of the United States.
- j) **Modifications to Contract.** Modifications to the Contract are governed by the North Carolina General Contract Terms & Conditions section above entitled "AMENDMENTS," except as approval and signature by any federal official may also be required.
- k) **Records Retention.** All records required to be kept on the project shall be maintained for at least five (5) years after final payments and until all other pending matters under the grant for this project have been closed. However, if any audit, litigation or other action arising out of or related in any way to this project is commenced before the end of the five (5) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the five (5) year period, whichever is later.
- l) **Energy Efficiency.** All participants in the projects funded hereby shall recognize mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (PL 94-163).
- m) **Program Fraud and False or Fraudulent Statements or Related Acts.** Vendor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the Contract.
- n) **No Obligation by Federal Government.** The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the non-Federal entity, Vendor, or any other party pertaining to any matter resulting from the Contract.
- o) **Compliance with Federal Law, Regulations, and Executive Orders.** This is an acknowledgement that federal financial assistance will be used to fund all or a portion of the Contract. The Vendor will comply with all applicable Federal law, regulations, executive orders, the policies of the federal agency(ies) providing funding, procedures, and directives.
- p) **Federal Seals, Logos, and Flags.** In addition to the prohibitions of the North Carolina General Contract Terms & Conditions section above entitled "ADVERTISING," the Vendor shall not use the seal(s), logos, crests, or reproductions of flags of a federal agency providing funding herein, or likenesses of federal agency officials without specific pre-approval of the relevant federal agency.
- q) **System for Awards Management.** Vendor shall be responsible to ensure that it has checked the federal System for Awards Management (SAM) <https://www.sam.gov/SAM> and the State Debarred Vendors Listing, <https://ncadmin.nc.gov/documents/nc-debarred-vendors> to verify that Contractors

or sub-Recipients have not been suspended or debarred from doing business with federal or State government.



## ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR

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Solicitation #: 86-2022-3059

Vendor Name: Weiser Security Services

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

Vendor shall complete items 1 and 2 below.

1. Will any work under this Contract be performed outside of the United States?  YES  NO

If "YES":

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

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

Sanford, NC, Pittsboro, NC, Siler City, NC, Lillington, NC, Dunn, NC

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### NOTES:

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



**ATTACHMENT D: HUB Supplemental Vendor Information**Solicitation #: 86-2022-3059Vendor Name: Weiser Security Services

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

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

The Vendor shall respond to questions below, as applicable.

**PART I: HUB CERTIFICATION**

Is Vendor a NC-certified HUB entity?  Yes  No

If yes, provide Vendor #: \_\_\_\_\_

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

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

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

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

If yes, then provide the following information:

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

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

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

If yes, then provide the following information:

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

**Need more information?**

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

Questions concerning NC HUB certification, contact the [North Carolina Office of Historically Underutilized Businesses](#) at 984-236-0130 or [hbooffice.doa@doe.nc.gov](mailto:hbooffice.doa@doe.nc.gov).

**ATTACHMENT E: CUSTOMER REFERENCE TEMPLATE**Solicitation #: **86-2022-3059**Vendor Name: **Weiser Security****Instructions:** Vendor shall use this template to submit three (3) customer references with its offer.

Name of Customer Organization:	<b>South Piedmont Community College</b>
Customer Reference Name:	William Kilgo
Customer Reference Address:	4209 Old Charlotte Hwy. Monroe, NC 28110
Customer Reference Email:	WKilgo@spcc.edu
Start Date:	August 2019
End Date:	Current Client
Explanation of contract, service agreement, or type of products and quantity provided to the organization:	Weiser provides guard services for all SPCC campus locations in NC

Name of Customer Organization:	<b>Charlotte County Day Schools</b>
Customer Reference Name:	B.E. James
Customer Reference Address:	1440 Carmel Road, Charlotte, NC 28226
Customer Reference Email:	BE.James@charlottecountryday.org
Start Date:	2019
End Date:	Current
Explanation of contract, service agreement, or type of products and quantity provided to the organization:	Weiser provides guard services for Charlotte County Day School Campuses in Charlotte, NC

Name of Customer Organization:	<b>FedEx</b>
Customer Reference Name:	Matthew Saylor
Customer Reference Address:	2600Page Road, Durham, NC 27703
Customer Reference Email:	matthew.saylor@fedex.com
Start Date:	May, 2022-New Start Up Transition Reference
End Date:	Current Client
Explanation of contract, service agreement, or type of products and quantity provided to the organization:	336 hpw of guard services, patrols, screening, Loss Prevention, internal tours and access control

**CLIENT REFERENCES - FORM**

Client Name	Phone Number	Email	Address
Lenoir Rhyne Lutheran Theological Southern Seminary Helen Herrera COL Finance	803-786-5750	helen.herrera@lr.edu	4201 N. Main Street Columbia, SC 29203





# WEISER SECURITY SERVICES, INC.

## SERVICE AGREEMENT

Date: \_\_\_\_\_ Effective Date: \_\_\_\_\_ Branch: \_\_\_\_\_

Client: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_

Post Location: \_\_\_\_\_ Phone: \_\_\_\_\_

Client Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

Client hereby contracts with **WSS** for the provision of guard services on the basis set forth in this service agreement.

	<b>Regular</b>	<b>Hours Per Week</b>		<b>Regular</b>	<b>Hours Per Week</b>
<b>GUARD RATES:</b>	\$ _____	_____	<b>SUPERVISOR RATES:</b>	\$ _____	_____
	\$ _____	_____		\$ _____	_____
	\$ _____	_____		\$ _____	_____
	\$ _____	_____		\$ _____	_____

Client will pay **WSS** holiday rates equal to \_\_\_\_\_ times the regular rates. Holidays are: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day; Other \_\_\_\_\_

Client will pay **WSS** requested overtime rates equal to \_\_\_\_\_ times the regular rates.

Client agrees to pay the following rates for the equipment furnished by **WSS**:

Description	Rate	Billable
_____	_____	_____
_____	_____	_____

Increases due to changes in federal, state or local laws or taxes (e.g., wage and labor laws, FICA, federal and state withholding taxes, insurance, PPACA) or increases beyond the control of the parties, client and **WSS** agree to negotiate a change in the rates set forth.

Any applicable sales and use taxes shall be added to each invoice.

**ALL INVOICES PAYABLE UPON RECEIPT.**

\* \* \* \*

**PLEASE READ CAREFULLY.**

**THE TERMS AND CONDITIONS ON BOTH SIDES OF THIS DOCUMENT  
ARE BINDING ON THE PARTIES TO THIS AGREEMENT.**

CLIENT \_\_\_\_\_ WEISER SECURITY SERVICES, INC.

BY: \_\_\_\_\_ BY: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_ PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_ TITLE: \_\_\_\_\_

All notices under the agreement shall be sent by certified mail to be effective 48 hours after deposit in the U.S. mail to the following addresses:

**FOR THE CLIENT**

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

**FOR W.S.S.:**

Michael L. Weiser, CPP - President  
\_\_\_\_\_  
WEISER SECURITY SERVICES, INC.  
\_\_\_\_\_  
P.O. Box 51720  
\_\_\_\_\_  
New Orleans, Louisiana 70151  
\_\_\_\_\_

SERVICE AGREEMENT  
ADDITIONAL TERMS AND CONDITIONS

1. In consideration of the mutual covenants between the parties contained herein and intending to be legally bound hereby, Weiser Security Services, Inc. (**WSS**) agrees, pursuant to the request of the Client, to furnish security services as from time to time shall be requested by the Client during the term and at the sites set forth on the reverse side of this Agreement.
2. Client agrees that a reduction in the number of guards, guard hours, guard posts, or substantial change in the nature of the guards' duties may subject this contract to renegotiation. Should a condition arise which calls for a material increase in the number of guards normally used, **WSS** shall have reasonable time in which to provide said guards. In the event of a strike, walkout, slowdown, or other labor dispute by Client's employees, Client and **WSS** agree to negotiate a change in rates set forth. If Client requests that **WSS** provide any additional temporary Security Officer coverage and provides less than forty-eight (48) hours notice to **WSS**, **WSS** shall bill and Client shall pay 1.5 times the bill rates agreed set forth herein for all such additional temporary Security Officer coverage.
3. **WSS** will bill Client on a regular basis with invoices payable, without offset, upon receipt. Any dispute or claim regarding the amount of an invoice must be sent in writing by the Client to **WSS** within 30 (thirty) days from the invoice date, setting forth the nature of the dispute and including all supporting documentation, or it shall for all purposes be deemed waived by the Client. Client shall not be entitled to retain any monies due or owing to **WSS** hereunder as security for the payment of any claims. For purposes of this paragraph, time is of the essence.
4. Except as provided in this Agreement, Client agrees that it will not employ directly or indirectly any person who has been employed by **WSS** within 160 (One Hundred Sixty) days following the last day on which **WSS** employed such person, excluding security officers who have been assigned to work at Client's site for more than eighteen (18) months. Nor shall Client permit any successor guard company to employ any **WSS** employee at the Client's site during such period, excluding security officers who have been assigned to work at Client's site for more than eighteen (18) months. Upon learning of a violation of this provision, **WSS** shall notify Client of the violation and provide seven (7) calendar days to remedy the breach. If the breach is not remedied in seven (7) calendar days after receiving notice from **WSS**, Client shall pay **WSS** three Thousand Dollars (\$3,000) for each employee so employed to cover the costs incurred by **WSS** in hiring and training said employee. The foregoing shall not apply to responses to public job postings and incumbent security officers working at Client's post prior to the signing of this Agreement.
5. The security officers furnished by **WSS** shall perform such services as agreed upon in the "Post Instructions", signed by **WSS** and the Client. If Client, without **WSS's** written consent, alters any instructions or directions given by **WSS** to any security officers, or if the Client assumes any supervision of the security officers, requesting personal service, or assigning duties which are not generally-accepted duties of security guards and which are potentially dangerous or hazardous activities, the Client shall be solely liable for any and all consequences thereof and agrees to indemnify, defend, and hold **WSS** harmless to the extent and in the manner permitted under North Carolina law from and against any and all losses, claims, expenses, or damages sustained or brought by Client, third party, and/or such security officers, arising from or relating to the actions or omissions of such security officers, including any injuries sustained by such security officers.
6. Any and all property, equipment, supplies, and materials furnished by **WSS** hereunder and placed at or on any of the sites described on the reverse side of this Agreement shall remain the property of **WSS**, and **WSS** shall at all times during and after the term of this Agreement have the sole and exclusive right to install, maintain, replace, and remove such property, equipment, supplies, and materials.
7. **WSS** agrees that the services furnished under this Agreement shall be in conformity with practices which are generally current in the security guard industry. It is understood and agreed by and between the parties that: (1) **WSS** is not an insurer, that insurance shall be obtained by the Client; (2) **WSS** is being paid hereunder for a guard system designed to deter certain risks of loss and that all amounts being charged hereunder by **WSS** are not sufficient to guarantee that no loss will occur; and (3) **WSS** does not represent and cannot warrant that the services furnished will prevent or minimize the likelihood of loss of property or bodily injury. **WSS** is merely a deterrent to criminal activity and/or criminal perpetrators. **WSS's** responsibility is solely limited to providing physical security and **WSS** has not been engaged as a consultant or otherwise to provide an assessment of security needs at the site(s) covered. Any claim regarding the underlying services rendered must be sent, in writing, by the Client to **WSS** within 30 (thirty) days, setting forth the nature of the claim, and including all documentation, or it shall, for all purposes, be deemed waived by the Client. To the fullest extent permitted by law, the Client shall defend, indemnify, and hold harmless **WSS** and all of its agents and employees from and against all claims, damages, losses, and expenses, including attorneys' fees and claims for property damage, bodily injury, and/or death arising out of allegations of negligent security or in any way arising out of or resulting from the performance, condition, or existence of the work under this contract, excluding such claims, damage, loss, or expense caused by any gross negligent act or omission of **WSS**. **WSS** agrees to indemnify Client for all damages to Client's property due to the gross negligence of **WSS** or its employees.
8. It is understood and agreed that in no event will **WSS** be liable to the Client or any other party for indirect, consequential, or special damages or lost profits resulting from the services hereunder, and it is further understood and agreed that in no event shall **WSS** be liable for any damages in excess of the amount paid by the Client to **WSS** for services rendered hereunder during the twelve months preceding the loss.
9. In the event that **WSS's** services include or require the observation, reading, recording, or adjustment of gauges, thermostats, thermometers, counters, watchman's clock, or other meter devices, **WSS's** liability for losses arising from any error or non-performance shall be limited to One Hundred Dollars (\$100), notwithstanding the cost or cause of said loss. Payment for services shall in no way be related to reading or recording of above listed devices and is payable without offset. Client retains sole liability and responsibility for keys placed in the possession of **WSS** or its employees and for the loss of any key or keys and the cost of changing of locks as the result of any loss. In the event Client alleges damage or loss based upon any claim of illegal activity on the part of a **WSS** employee, the failure of the Client to prosecute said employee shall operate as a waiver of any right of Client to recover for such claimed damage or loss from **WSS**.
10. It is agreed upon by both parties that this Agreement shall be in full force and effect from the date of this Agreement, and shall continue until either party terminates this Agreement by giving 30 (thirty) days' prior documented written notice to the other party. Client shall remain liable for all amounts due hereunder through such 30-day period. In the event of the occurrence of a strike, lockout, other labor trouble, or an emergency situation (the "Emergency") at any of the sites at which **WSS** personnel will be performing services hereunder, the Client shall promptly meet with **WSS** to evaluate the scope, extent, and costs of any additional security services which may be required as a result of the Emergency. If the Client and **WSS** cannot reach agreement on the provision of additional security services during the Emergency, or **WSS** in its sole judgment determines that the Emergency poses a threat to the safety of **WSS** personnel, **WSS** may, upon 48 (forty-eight) hours written notice to the Client, remove its personnel from any and all of the sites at which **WSS** is providing services hereunder and terminate this Agreement, in whole or in part, without any liability.
11. Client represents that it is financially solvent. Client represents that Client alone shall be responsible for payment of all amounts invoiced by **WSS** hereunder. Notwithstanding anything to the contrary herein, **WSS** may terminate this Agreement at any time, after 48 (forty-eight) hours prior written notice to Client, due to Client's failure to pay any monies due hereunder, or if at any time during the term of this Agreement there shall be filed by or against Client in any court, pursuant to any statute, a petition in Bankruptcy, insolvency, reorganization, or the appointment of a receiver to receive all or a portion of the Client's property. For purposes of this paragraph, time is of the essence.
12. **WSS** is an Equal Opportunity Employer. **WSS** is in compliance with the provisions of Executive Order 11246 and Executive Order 13496 (as detailed in 29 CFR Part 471, Appendix A to Subpart A.), as well as Title VII of the Civil Rights Act of 1964, the Equal Pay Act, the Age Discrimination in Employment Act, the Americans with Disabilities Act, Sections 501 and 505 of the Rehabilitation Act, Title II of the Genetic Information Nondiscrimination Act of 2008, and all other similar state and local laws. **WSS** assumes under the terms and conditions of this contract that Client similarly complies with the aforementioned laws. The provisions in C.F.R. §§ 60-1.4, and 60-741.4 are incorporated by reference in this contract. **This contractor and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans. This contractor and subcontractor shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.**
13. This Agreement in conjunction with the Request for Proposal #86-2022-3059 issued by Central Carolina Community College supersedes any and all prior and other Agreements, oral or written, between **WSS** and Client, and represents the entire Agreement between the parties. No other agreement or representations, oral or written, have been made by **WSS**. Any alteration, modification, or amendment of this Agreement must be in writing, containing the signature of an authorized representative of each party. The provisions contained in this Agreement that are expressly or by their nature and context intended to continue shall survive the termination of this Agreement. In the event of a conflict between this Agreement and the Request for Proposal #86-2022-3059, the Request for Proposal shall be controlling and take precedence over this Agreement.
14. It is agreed by and between the Client and **WSS** that if any terms or provisions of this Agreement shall be determined to be invalid or illegal, all the remaining items and provisions shall remain in full force and effect.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/27/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Stiel Insurance Services of New Orleans, Inc. 433 Metairie Road Suite #520 Metairie, LA 70005 Gerald LeBlanc 504-832-5733	<b>CONTACT</b> Gerald LeBlanc PHONE (A/C, Ext, Fax) 504-832-5733      FAX (A/C, Ext) 504-831-3604 E-MAIL gleblanc@stielinsurance.com ADDRESS														
<b>INSURED</b> Weiser Security Services, Inc. Mickey Weiser P O Box 91720 New Orleans, LA 70151	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">INSURER/AFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: <b>Crum &amp; Forster Specialty</b></td> <td style="text-align: center;"><b>44520</b></td> </tr> <tr> <td>INSURER B: <b>Transportation Casualty Ins Co</b></td> <td style="text-align: center;"><b>31194</b></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER/AFORDING COVERAGE	NAIC #	INSURER A: <b>Crum &amp; Forster Specialty</b>	<b>44520</b>	INSURER B: <b>Transportation Casualty Ins Co</b>	<b>31194</b>	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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## COVERAGES      CERTIFICATE NUMBER:      REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
<b>A</b>	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	<b>GLO-084394</b>	<b>11/01/2021</b>	<b>11/01/2022</b>	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (EA occurrence) \$ <b>500,000</b> MED EXP (Any one person) \$ <b>10,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b> Prof Liab \$ <b>1,000,000</b>
<b>A</b>	<input checked="" type="checkbox"/> <b>Professional Liab</b> GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> LOC <input type="checkbox"/> OTHER				COMBINED SINGLE LIMIT (EA accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY				
<b>A</b>	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS UMB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$	<b>SEO-115898</b>	<b>11/01/2021</b>	<b>11/01/2022</b>	EACH OCCURRENCE \$ <b>1,000,000</b> AGGREGATE \$ <b>1,000,000</b>
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ALL PROPRIETORS/PARTNERS/EXECUTIVE OFFICERS/OWNERS EXCLUDED (Mandatory in Mo) If yes, describe under REQUIREMENTS OF OPERATIONS below	Y/N <b>N/A</b>			PER STATUS    COV-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
<b>B</b>	<b>Crime</b>	<b>505516446-21</b>	<b>11/01/2021</b>	<b>11/01/2022</b>	<b>1,000,000</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 99, Additional Remarks Schedule, may be attached if more space is required)

<b>CERTIFICATE HOLDER</b>  <div style="text-align: center;"> <p>SAMPL-1</p> <p>-----Sample-----</p> <p>-----Sample-----</p> <p>-----Sample-----</p> <p>-----Sample-----</p> <p>-----Sample-----</p> </div>	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/31/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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<b>PRODUCER</b> License # 231432 <b>Hub International Gulf South</b> 3510 N. Causeway Boulevard Suite 300 Metairie, LA 70002	<b>CONTACT NAME:</b> <b>PHONE</b> (A/C, No, Ext): <b>(800) 256-2842</b>
	<b>FAX</b> (A/C, No): <b>(504) 834-2995</b>
	<b>E-MAIL ADDRESS:</b>
	<b>INSURER(S) AFFORDING COVERAGE</b>
	<b>NAIC #</b>
	<b>INSURER A : Great American Insurance Company - Canada</b>
<b>INSURED</b>  <b>Weiser Security Services, Inc.</b> P.O. Box 51720 New Orleans, LA 70151	<b>INSURER B : Great American Alliance Insurance Company</b> <b>26832</b>
	<b>INSURER C : Lloyd's of London</b> <b>15792</b>
	<b>INSURER D :</b>
	<b>INSURER E :</b>
	<b>INSURER F :</b>

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
<b>A</b>	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			<b>CAP418912100</b>	<b>11/1/2021</b>	<b>11/1/2022</b>	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
<b>B</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y / <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	<b>WC 1475490-08</b>	<b>7/16/2021</b>	<b>7/16/2022</b>	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ <b>1,000,000</b> E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b> E.L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>
<b>C</b>	<b>Maritime Employers</b>			<b>B1368M212010</b>	<b>7/16/2021</b>	<b>7/16/2022</b>	<b>Liability</b> <b>1,000,000</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER****CANCELLATION****\*\*SAMPLE\*\***

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE





**MEMORANDUM FROM THE OFFICE OF THE STAFF ATTORNEY**

August 22, 2022

TO: MR. KEN HOYLE, VICE PRESIDENT OF STUDENT SERVICES

SUBJECT: RECOMMENDATION FOR SECURITY SERVICES PROVIDER

Vice President Hoyle:

Per our meeting today with Mr. Frank Bedoe, Director of Campus Security, and Mr. Scott Hunt, Lead Security Officer, please find below a summary of our findings supporting our **recommendation to contract with Weiser Security Services** for Central Carolina Community College’s security needs.

**Overall Scores**

<u>Respondent</u>	<u>Factor #1: % Total Cost</u>	<u>Factor #2: Alarm Response Service</u>	<u>Factor #3: References</u>	<u>Factor #4: Price</u>	<u>Total</u>
Admiral Security Services	22.23	23.33	23.33	27.50	<b>96.40</b>
Allied Universal Security Services	23.33	0.00	23.33	27.22	<b>73.88</b>
Cavalcorp	19.31	23.33	23.33	21.74	<b>87.71</b>
United American Security	21.92	23.33	23.33	26.27	<b>94.85</b>
<b>Weiser Security Services</b>	<b>22.98</b>	<b>23.33</b>	<b>23.33</b>	<b>30.00</b>	<b>99.64</b>

**Factor #1: % Total Cost**

This factor looked at the percent of the total cost to the college that goes to the security personnel in the form of compensation. Compensation expenses included wages, vacation pay, holiday pay, group health, life insurance, and other benefits. All other expenses were considered non-compensation expenses. More points were awarded to respondents with higher percentages of the total cost going to the security personal in the form of compensation. Respondents could earn a total of 23.33 points in this category.

## **Factor #2: Alarm Response Service**

This factor looked at whether the respondent offered some form of alarm response service. This was an all-or-nothing category. All respondents aside from Allied Universal Security Services expressly offered alarm response service in their responses. Respondents could earn a total of 23.33 points in this category.

## **Factor #3: References**

This factor looked at whether the respondent provided at least two adequate references. This was an all-or-nothing category. All respondents provided references as required. Respondents could earn a total of 23.33 points in this category.

## **Factor #4: Price**

This factor looked at the total estimated cost to the college of providing security services. Costs between respondents were normalized to ensure equal comparisons. All respondents offered two tiers of pay and bill rates: security officers and supervisors. Supervisors were further subdivided into two or three levels, depending upon respondent. Supervisor rates were averaged per each respondent to normalize between two- and three-level structures. Security officer and average supervisor rates were then weighted based off of the number of hours needed by the college for each tier, with 87.5% of the hours being security officer hours and 12.5% of the hours being supervisor hours. This produced a single average hourly cost of service to the college. More points were awarded to respondents offering lower average hourly costs of service. Respondents could earn a total of 30 points in this category.