

**Safe & Secure
Worldwide Protection Group**

4925 West Market St Suite 1142

Greensboro, NC 27407

www.safesecureworldwide.com



SECURITY PROPOSAL

Security guards Disaster convenience Services
RFP NO 19-012534-MJM

Greetings It is our hope that this letter greets you in the best of health and prosperity
We hope that this may be the start of an exciting and productive relationship on what
promises to be a worthwhile and beneficial coverage for your both of us.

Safe & Secure Worldwide Protection Group is an acclaimed firm of security officers with
a reputation for both effective security solutions and the use of innovative technology in
the protection of life and property. We have a portfolio of completed and on-going
projects with particular emphasis on persons and property security. We know that your
many security concerns will be addressed as we have acquired years of training and
experience that make us well suited with strengths and aspirations to perform the job.

Our sales division respectfully requests that you study our proposal in detail.
We are extremely interested in ensuring your safety and thank you considering
Safe & Secure Worldwide Protection Group .

Yours Sincerely,

Lance A. Jones Sr.

Safe & Secure Worldwide Protection Group
Licensed # 1614 GP

The company

CORPORATE

The president of Safe & secure worldwide protection has served over thirty three years in various levels of government.

Thus based on the quality of officers training and professionalism our organization has been chosen to responded during natural disasters nationwide such as Hurricane Katrina which totally devastated New Orleans, Texas and other states. Hurricane Ike which we responded to serving as search and rescue personnel and armed protectors of commercial and industrial locations.

In 2012 Our security officer security several venues during the National Democratic convention in Charlotte North Carolina while Mr. L. Jones served center stage as a Captain of various security divisions.

Safe & secure has served large scale college / corporate day week long events for conglomerates such as the McDonalds Corporation.

REFERENCES

Helen Milby

HM &Co Democratic National Convention

233 Pennsylvania Ave

Washington DC 20003

Helen Milby; 202-548-0021

McDonalds Corporation

Ice Age management

30515 South Church St

Burlington , NC 27215

Laura Johnson

704-609-0916

Obama For America Campaign centers and Celebrity protection

220 Hillsborough St

Raleigh, N 27603

Mr. Darryl

919-809-2738

Personnel

We will provide you with certified, licensed, insured, and bonded Security Guards. Each Security Professional has been screened to the standards of the United States Government Secret Clearance Program.

1. Our pre-employment background investigation far exceeds that of most police department jurisdictions. In addition, Safe & Secure Worldwide Protection Group has employed a staff psychologist to oversee the initial screening of our personnel, by implementing a pre-employment written psychological inventory and a psychological interview. Furthermore, our personnel all submit to a battery of aptitude tests, a 5-panel drug screening, and extensive in-service training regarding criminal law and police defensive tactics. Prior to commencement of a contract with Safe & Secure Worldwide Protection agency, we will provide you with the full applicant investigation of each proposed security guard.
2. Safe & Secure Worldwide Protection Group offers, free of charge, supervisory personnel to insure strict adherence to our general orders and your rules, regulations and ordinances. Safe & Secure Worldwide Protection Group supervisors are utilized as a liaison between Safe & Secure Worldwide Protection Group and our clients. Supervisors are on duty 24 hours a day, 365 days per year for your convenience and will regularly make spot checks to prevent the issue of complacency. It is our belief that in order to assure the best quality of service that we stand by, we must keep close relationships with our personnel both on and off duty.
3. At Safe & Secure Worldwide Protection agency, all of our security guards will be equipped with two-way radios or equivalent to ensure constant communication with our management team.
4. Each and every security guard will be in-serviced regularly regarding your specific site to further enhance the protection we provide.

Safe & Secure Worldwide Protection Group has taken a unique approach to the business of contract security. Many of our competitors employ minimally screened and trained guards. Our approach involves a proactive theory of well-groomed, exceptionally trained, uniformed security guards. Our strategy entails several steps to mitigate the possibility and opportunity for theft of property, or injury to persons within the facility. The following is an overview of our Security Guard Project:

Applicant Screening

5. The quality we bring to your environment begins long before you see our security guards. The Board of Directors at Safe & Secure Worldwide Protection Group has resolved to make the recruitment and training of our personnel the key to our success; in that, we conduct hiring initiatives on a regular basis with over 150 applicants per month, with an average of 15 new appointees. Most applicants are unable to meet our qualifications, which are equivalent to the United States Government Secret Clearance Program.

Training

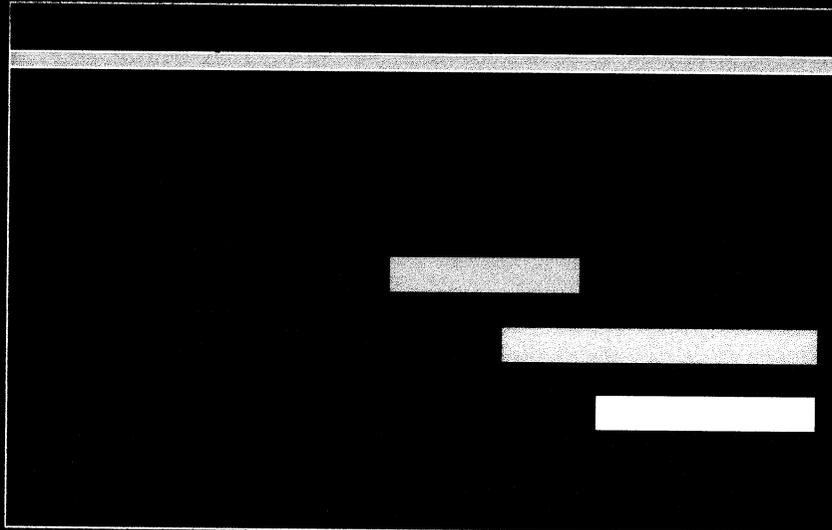
6. We conduct training that exceeds that of any of competitor's programs. The knowledge of our management team is passed on to our new employees. In addition to the state mandated certification courses, Safe & Secure Worldwide Protection Group personnel must attend:



our

7.
 - A. 8-hour Defensive Tactics Training
 - B. 8-hour Patrol Techniques & Criminal Law
 - C. 8-hour Customer Service & Report Writing
 - D. 16-hour Successful completion of State Mandated Security Training
 - E. 24-hour Successful Completion Of State Mandated Armed Training
 - F. 4-hour Verbal Judo training to help reduce and avoid confrontations
 - G. 4- hour of Shotgun Firearms training Classroom then range time
 - H. 4-hours of response to Bus and Rail hi-Jacking training lead by Chief Jones . Lessons will be based on The joint training video developed between Chief Jones Instructor / owner of safe & secure and the U.S. transportation safety institute.

Technical approach & Security Service Project Schedule



Having reviewed in detail your request for proposal particulars and understood the scope and schedule of the project, Safe & Secure Protection has put together a first class team of security professionals who we think are particularly suited to the project. We have selected prospective supervisory personnel on their ability and suitability for the type of project, and of course their availability to start right away if we are fortunate enough to be appointed.



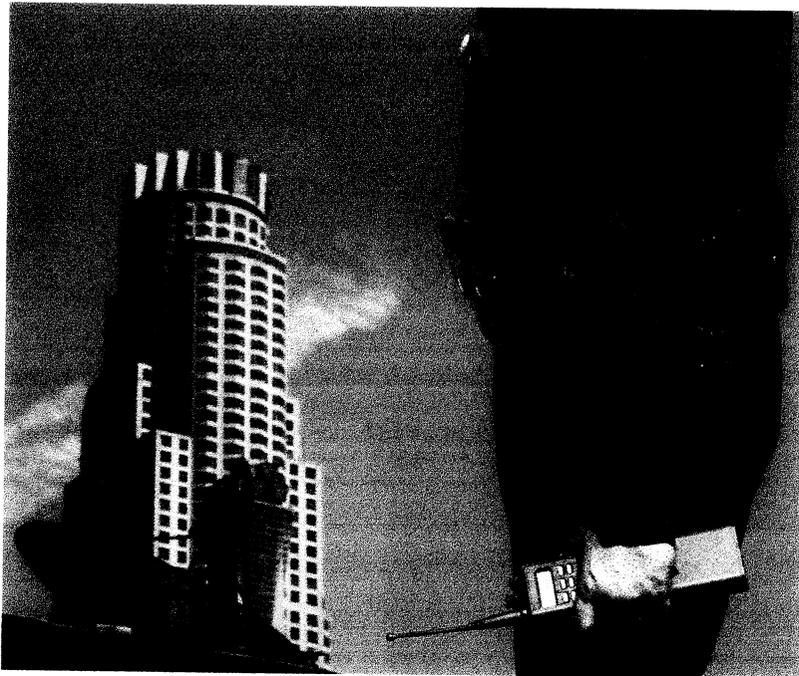
Pictured above is a preliminary plan for project development. Safe & Secure Protection will partner with you in every stage of this project and act as both consultants and colleagues to work in a manner commensurate with both of our agency's relative skills – bringing greatly enhanced value to the project.

Method

8. Our uniformed security guards are trained to act as a criminal deterrent by adopting the principals of the C.P.O.P (*community police officer program*) methodology. Simply put, our guards are encouraged to be an approachable source of information to patrons, renters and employees. Letting the public know that we are there for them generates a feeling of community and safety.

Patrol

9. The placement of our security guards is what generally places Safe & Secure Worldwide Protection Group in the position to confidently describe the implementation of our security guard project as authentic. Our security guards are trained to make visible foot patrols throughout their posts in undetermined patterns. We encourage our personnel to interact with your patrons and employees when needed in addition to standing a fixed post. This results in a complete security check list being submitted to management daily or as agreed.



Compliance

10. Safe & Secure Worldwide Protection Group has developed a theory of "*Enforcement through Reinforcement.*" The management, having thirty combined years of security and law enforcement experience, has realized that prevention of crime can be accomplished by utilizing tactical approaches, rather than accusations and the traditional methods of our predecessors. The art of *verbal judo* is commonplace in our organization and has often been effective in deescalating volatile situations.

Uniforms

11. Our uniformed security guards are outfitted with police-type uniforms. Our corporate general orders, require that our personnel keep their uniforms pressed and clean at all times. Their shoes are polished; military-style and men are clean-shaven with neat haircuts. Our female officers are held to the same standard. We pride ourselves on the appearance of our personnel, as they are representing our agency in your facilities.

Supervision

12. Safe & Secure Worldwide Protection Group supervisory personnel are required to possess a minimum of 2 years of law enforcement experience. Our supervisors are charged with scheduling, assigning security posts, and acting as liaison between the Board of Directors and our client. Supervisory personnel are available to you 24 hours every day in order maintain quality assurance and customer service on behalf of Safe & Secure Worldwide Protection agency.

24 Hour Customer Service

Our offices are staffed around the clock with customer service representatives for your convenience. While most of our competitors work from their homes, Safe & Secure Worldwide Protection Group staffs fully functional offices. Our customer service representatives are not salespeople; they are security professionals assigned to light duty or administrative functions. Desk personnel are utilized as watch-commanders with full authority to make supervisory decisions for Safe & Secure Worldwide Protection agency.



Cost



in

Safe & Secure Worldwide Protection Group will provide you with a forensic breakdown of our costing specifications. Safe & Secure Worldwide Protection Group maintains a philosophy that in order to retain the highest quality security professionals the industry, we must compensate them commensurate to their qualifications. The Board of Directors has resolved to reduce our profit margin rather than decrease a security guard's salary. Our costing structure provides for a well-paid security professional and a conservative rate to our client.

Liability

We maintain insurance that is two times the minimum aggregate coverage obtained by most of our competitors. Our Legal Division recommends that in order to protect our assets as well as yours, we must maintain financial security in full force and effect at a level that far exceeds industry standard.

Working Together

Having reviewed in detail your request for proposal particulars and understood the scope and schedule of the project, Safe & Secure Worldwide Protection Group has put together a first class team of security professionals who we think are particularly suited to the project. We have selected prospective supervisory personnel on their ability and suitability for the type of project, and of course their availability to start right away if we are fortunate enough to be appointed.

Safe & Secure Worldwide Protection Group will partner with you in every stage of this project and act as both consultants and colleagues to work in a manner commensurate with both of our agency's relative skills – bringing greatly enhanced value to the project.



Executive Protection



- Discrete Bodyguard Service
- BDU Bodyguard Service
- Armed Transport Service
- Residential Protection Details
- Corporate Protection Details
- Prisoner Extradition

Uniformed Security

- Healthcare Facilities
- Residential Complexes
- Corporate Buildings
- Loss Prevention
- Retail Venues
- Parking Lots
- Governmental
- Bike Patrol
- Hotel Security
- Warehouses



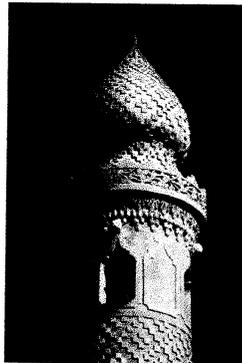
Security Consulting



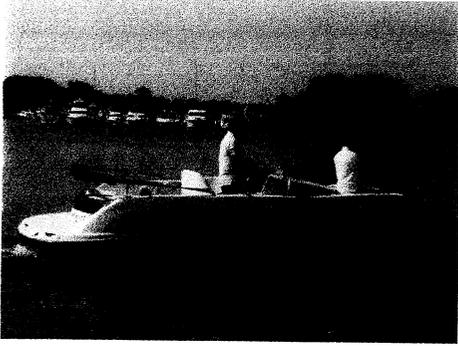
- Physical Safety and Security Tours
- Review of Incident Reports
- Property Manual Review and Preparation
- International Travel Security
- Review of Property Security Procedures
- Employee Safety and Security Training
- In-house Security Rules and Procedures
- Armed & unarmed guard training
- ASP baton training
- O.C. Pepper spray certification
- Concealed weapon Training
- Emergency Transportation seminars
- On-line personal safety & training products

International Travel Security

- Travel warnings
- Health conditions
- Crime reports
- Unusual currency
- Entry requirements
- Areas of instability
- Consulate contacts
- U.S. Embassy
- Disease information
- Extremist Groups



Maritime Patrol & Port Security



- Assessments of threats, vulnerabilities, and critical infrastructure at ports
- Coordination and cooperation among agencies
- Establishment of guidelines for commercial facilities handling certain cargo
- Patrol of rivers, shorelines, and other waterways

Please contact Mr. L. Jones to discuss your needs in detail

E-mail - Sales@safesecureworldwide.com

Safe & Secure Worldwide Protection Group

336-854-8038

Toll free 1-888-476-6388

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American Society
of
Criminology

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**STATE OF NORTH CAROLINA
REQUEST FOR PROPOSALS**

RFP #19-012534-MJM

TITLE: Security Guards Disaster Convenience Services
USING AGENCY: Department of Public Safety/Division of Emergency Management
ISSUE DATE: February 11, 2014
ISSUING AGENCY: NC Department of Public Safety

Sealed Proposals subject to the conditions made a part hereof will be received until **March 3, 2014 @ 2:00 PM ET** for furnishing services described herein.

SEND ALL PROPOSALS DIRECTLY TO THE ISSUING AGENCY ADDRESS AS SHOWN BELOW:

DELIVERED BY US POSTAL SERVICE	DELIVERED BY ANY OTHER MEANS
RFP NO. <u>19-012534-MJM</u> NC Department of Public Safety Purchasing and Logistics Office 4227 Mail Service Center Raleigh, NC 27699-1801	RFP NO. <u>19-012534-MJM</u> NC Department of Public Safety Purchasing and Logistics Office 3030 Hammond Business Place Raleigh, NC 27603

IMPORTANT NOTE: Indicate firm name ("Technical Proposal" or "Cost Proposal") (*if applicable*), and RFP number on the front of each sealed proposal envelope or package, along with the date for receipt of proposals specified above.

Bids submitted via telegraph, facsimile (FAX) machine, telephone, and electronic means, including but not limited to e-mail, in response to this Request for Proposals will not be acceptable.

Direct all inquiries concerning this RFP to: **John M. Merritt, Purchasing Agent II**
NC Department of Public Safety
Division of Adult Correction Purchasing & Logistics
Raleigh, NC 27699-4227
919-743-8168 (Phone)
919-715-3731 (Fax)
john.merritt@ncdps.gov

NOTE: Questions concerning the specifications in this Request for Proposals will be received until February 27, 2014 **at 5:00 PM ET**. A summary of all questions and answers will be posted on the internet as an addendum, located under the RFP # being modified.
It is the offeror's responsibility to assure that all addenda have been reviewed and, if need be, signed and returned.

<http://www.pandc.nc.gov/>

Within two days after notification of award of a contract, the vendor must register in NC E-Procurement @ Your Service (<http://vendor.ncgov.com>).

INTRODUCTION

In order to meet emergency requirements during disasters the North Carolina Department of Public Safety (DPS), Division of Emergency Management (NCEM) is in need of a disaster contract to be established for Security Guard Services. The security guards will be used "as needed" throughout North Carolina to assist NCEM, counties and municipalities by providing uniformed unarmed, uniformed armed, or armed plain clothed security guards and dedicated vehicular patrol guard services to secure warehouses, buildings and o/or outside parking areas.

Quantities referenced in this document represent the best available estimates of the State's requirements. Each emergency is unique. Therefore, nothing in this document shall be construed to prevent the State, when necessary, from contracting additional security services from non-contracted sources, nor shall it be construed to require the State to hire security guards beyond its actual requirements. It is estimated that the State may require as many as 20-40 security guards, however no quantities are guaranteed.

It is the intent of the State to make multiple awards for the contract period in order to meet the needs of the State. The Department of Public Safety may use awarded contracts during non-emergency time periods as needed.

BACKGROUND

NCEM is a government organization that administers state and federal emergency management programs enabled by the Federal Stafford Act and the North Carolina Chapter 166A statutes and Senate Bill 300.

SCOPE OF WORK

1. OBJECTIVES

The Contractor shall provide properly trained, licensed and supervised security guards to assist NCEM, counties and municipalities following a disaster. These security guards will be used "as needed" to secure warehouses, buildings and/or outside parking areas.

2. VENDOR QUALIFICATIONS

- a. Vendor has to be a company engaged in the business of providing security guard service for a minimum of three (3) years within the last five (5) years. Recent start-up businesses do not meet the requirements of this solicitation. A start-up business is defined as new company that has no previous operational history or expertise in the relevant business and is not affiliated with a company that has that history or expertise.
- b. Vendor has to have sufficient security guard personnel to meet NCEM needs during disasters and be able to provide the specified number of guards to any county in North Carolina within 96 hours of the notification.
- c. Vendor has to be in good financial standing, not in any form of bankruptcy, current in payment of all taxes and fees. NCEM reserves the right to request a copy of the vendor's audited or un-audited financial statement. During the bid evaluation period or at anytime during the contract period said financial statement to be provided within three (3) consecutive State business days after request.
- d. Vendor must be in compliance with North Carolina Private Protective Services Statutes, documentation required.
- e. Vendor shall be required to provide the labor, appropriate uniforms and equipment (e.g., firearms, mace, pepper spray, batons, communications equipment, etc.) necessary to perform the services described in this RFP.
- f. Vendor shall be required to provide a variety of armed and unarmed security guard services 24 hours per day during a disaster.
- g. Vendor shall be responsible for the supervision of all security guards assigned, and the supervisors shall be available at all reasonable times to report to and confer with NCEM representative regarding services. The vendor shall ensure that the designated supervisor for the site performs periodic checks of each site where security guards are assigned.
- h. Vendor to provide a certificate of liability insurance with insurance limits as prescribed by NCGS, § 74C-Private Protective Services at the time bid package is submitted.
- i. Vendor to provide contact information for three (3) references, where similar services have been rendered.

3. TECHNICAL REQUIREMENTS

- a. All security guards assigned by the vendor shall be employees of the vendor and the contractor shall pay all salaries, Social Security, Taxes, Federal and State Unemployment Insurance and any similar taxes related to such employees. Contractor will pay security guards at a rate no less than the lowest pay grade of the State of North Carolina (currently \$11.49 per hour). Follow the link below to the State of North Carolina Salary Plan to determine lowest pay grade. <http://www.osp.state.nc.us/CompWebSite/salaryplanbook.pdf>
- b. Ensure properly trained security guards, documentation required.
- c. Ensure armed security guards are registered and proficient in use of firearms, registration card required.
- d. Security guards must be United States citizens or possess the proper documentation for foreign nationals to work in the United States.
- e. Background checks completed prior to reporting to assigned site, documentation required.

- f. Ensure guards meet state and any local licensing requirements and hold applicable licenses.
- g. On-site supervisor required for every seven (7) guards on the premises to ensure compliance with the contract.
- h. Off-site supervision to be provided by one supervisor
- i. Should there be a need to replace a security guard, the Vendor will have ability to replace within 2 hours.
- j. Vendor must be able to provide a minimum of 6 security guards within 96 hours of notification.
- k. Uniforms (Contractor is responsible for supplying all listed items)
 - i. Current photo ID card must be visibly displayed on the guard's person at all times.
 - ii. Contractor shall provide distinctive and appropriate guard uniforms in keeping with weather conditions and seasons to ensure that the guards are neat and clean in appearance.
 - iii. Each guard shall wear identifying shoulder patches, the employer's badge, and the employees' nametag identifying such person as a security guard.
- l. Standard Equipment
 - i. An operable flashlight
 - ii. Pen or pencil and watch
 - iii. Memo book
 - iv. Communication equipment.
 - v. Gun, if an armed guard.

4. NOTICE

It is the State's intent to make awards to multiple vendors pursuant to this Request for Proposal (RFP). Awards will be based on qualifications, skills, demonstrated experience, compliance with the requirements set forth in this RFP, proposed cost/fee schedule, delivery times, customer reference and overall responsiveness to this RFP. The State reserves the right to reject any bid where prices are NOT substantially in accordance with pricing received from other vendors for similar services. As provided by Statute, award consideration will be given to bids considered most advantageous to the State, and constituting its best interest.

For pricing purpose under this contract an 8 hour shift reflects the Daily Rate. Security guards may be subject to working on weekends, holidays and in adverse weather situations. NCEM reserves the right to require 12 hour shifts, if so hourly rate will be used to calculate wage.

NOTE: No subcontracting is allowed during the contract period unless written permission is given by the agency. Vendor awarded the contract is still solely responsible that the contract obligations herein are met in every respect.

Prohibited Communications: FROM THE ISSUANCE DATE OF THIS RFP THROUGH THE DATE THE CONTRACT IS AWARDED, EACH OFFEROR (INCLUDING ITS SUBCONTRACTORS AND/OR SUPPLIERS) IS PROHIBITED FROM HAVING ANY COMMUNICATIONS WITH ANY PERSON INSIDE OR OUTSIDE THE USING AGENCY, ISSUING AGENCY, OTHER GOVERNMENT AGENCY OFFICE, OR BODY (INCLUDING THE PURCHASER NAMED ABOVE, DEPARTMENT SECRETARY, AGENCY HEAD, MEMBERS OF THE GENERAL ASSEMBLY AND/OR GOVERNOR'S OFFICE), OR PRIVATE ENTITY, AND THE COMMUNICATION DISCUSSES THE CONTENT OF OFFEROR'S PROPOSAL OR QUALIFICATIONS, THE CONTENTS OF ANOTHER OFFEROR'S PROPOSAL, ANOTHER OFFEROR'S QUALIFICATIONS OR ABILITY TO PERFORM THE CONTRACT, AND/OR THE TRANSMITTAL OF ANY OTHER COMMUNICATION OF INFORMATION THAT HAS THE EFFECT OF DIRECTLY OR INDIRECTLY INFLUENCING THE EVALUATION OF PROPOSALS AND/OR THE AWARD OF THE CONTRACT. OFFERORS NOT IN COMPLIANCE WITH THIS PROVISION SHALL BE DISQUALIFIED FROM CONTRACT AWARD, UNLESS IT IS DETERMINED THAT THE BEST INTEREST OF THE STATE WOULD NOT BE SERVED BY THE DISQUALIFICATION. AN OFFEROR'S PROPOSAL MAY BE DISQUALIFIED IF ITS SUBCONTRACTOR AND SUPPLIER ENGAGE IN ANY OF THE FOREGOING COMMUNICATIONS DURING THE TIME THAT THE PROCUREMENT IS ACTIVE (I.E., THE ISSUANCE DATE OF THE PROCUREMENT TO THE DATE OF CONTRACT AWARD). ONLY THE DISCUSSIONS, COMMUNICATIONS OR TRANSMITTALS OF INFORMATION AUTHORIZED BY THE ISSUING AGENCY IN THIS RFP OR GENERAL INQUIRIES TO THE PURCHASER REGARDING THE STATUS OF THE CONTRACT AWARD ARE EXEMPT FROM THIS PROVISION.

THE PROCUREMENT PROCESS

The following is a general description of the process by which a firm will be selected to provide services.

1. Request for Proposals (RFP) is issued to prospective contractors.
2. A pre-proposal conference and/or deadline for written questions is set. (See cover sheet of this RFP for details.)
3. Proposals in one original and **two** copies will be received from each offeror in a sealed envelope or package. Each original shall be signed and dated by an official authorized to bind the firm. Unsigned proposals will not be considered.
4. All proposals must be received by the issuing agency not later than the date and time specified on the cover sheet of this RFP.
5. At that date and time the package containing the proposals from each responding firm will be opened publicly and the name of the offeror and cost(s) 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 an offeror's pricing position.
6. At their option, the evaluators may request oral presentations or discussion with any or all offerors for the purpose of clarification or to amplify the materials presented in any part of the proposal. However, offerors are cautioned that the evaluators are not required to request clarification; therefore, all proposals should be complete and reflect the most favorable terms available from the offeror.
7. Proposals will be evaluated according to completeness, content, experience with similar projects, ability of the offeror and its staff, and cost.

Financial information, statements and/or documents submitted with a proposal shall be evaluated to determine: whether the offeror has sufficient ability to perform the contract; whether the offeror is able to meet its short term obligations, debts, liabilities, payroll, and expenses; whether offeror has provided complete, reliable and accurate financial information regarding its business operation; whether the offeror is financially solvent; and whether offeror has sufficient cash flow and/or available financing from a financial institution to perform the proposed contract for 60 days without receiving payment from the State.

A list of references (including contact persons and telephone numbers) for whom similar work has been performed shall be included and the list shall include all similar contracts performed by the offeror in the past two (2) years. The evaluators will randomly select at least three of offeror's references, but the evaluators' reserve the right to contact all the references listed, if information from the three references contacted warrant further inquiry. The failure of the offeror to list all similar contracts in the specified period may result in the rejection of the offeror's proposal. The evaluators may check all public sources to determine whether offeror has listed all contracts for similar work within the designated period. If the evaluators determine that references for other public contracts for similar contracts were not listed, the evaluators may contact the public entities to make inquiry into offeror's performance of those contracts and the information obtained may be considered in evaluating offeror's proposal. Award of a contract to one offeror does not mean that the other proposals lacked merit, but that, all factors considered, the selected proposal was deemed most advantageous to the State.

In addition to any other evaluation criteria identified in the State agency's solicitation document, the agency shall, for purposes of evaluating proposed or actual contract performance outside of the United States, consider the following factors to ensure that any award will be in the best interest of the State:

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

Each bid package will be evaluated using a point-scale method, with a maximum of 60 points for completeness, content, similar projects, availability of staff, and technical approach. A maximum of 40 points shall be used to measure cost proposal, with a total of 100 points possible during the evaluation process.

8. Offerors are cautioned that this is a request for offers, not a request to contract, and the State reserves the unqualified right to reject any and all offers when such rejection is deemed to be in the best interest of the State.

CONTRACT PERIOD

The contract shall be for a period of three (3) years beginning from date of award.

PROPOSAL REQUIREMENTS

(example - suitable for more complex procurements)

The response to this RFP shall consist of the following sections:

- Corporate Background and Experience
- Financial Statement
- Project Staffing and Organization
- Technical Approach
- Cost Proposal

1. Corporate Background and Experience

This section shall include background information on the organization and should give details of experience with similar projects. A list of references (including contact persons and telephone numbers) for whom similar work has been performed shall be included and the list shall include all similar contracts performed by the offeror in the past two, three, four, five (pick a reasonable period) years. The evaluators will randomly select at least three of these references, but the evaluators reserve the right to contact all the references listed, if information from the three references contacted warrant further inquiry. The failure to list all similar contracts in the specified period may result in the rejection of the offeror's proposal. The evaluators may check all public sources to determine whether offeror has listed all contracts for similar work within the designated period. If the evaluators determine that references for other public contracts for similar contracts were not listed, the evaluators may contact the public entities to make inquiry into offeror's performance of those contracts and the information obtained may be considered in evaluating offeror's proposal.

2. Financial Statement

The offeror shall provide the following financial information:

- Recent audited or reviewed financial statements prepared by an independent certified public accountant (CPA) that shall include, at a minimum, a balance sheet, income statement (i.e., profit/loss statement) and cash flow statement **and**, if the audited or reviewed financial statements were prepared more than six (6) months prior to the issuance of this RFP, the offeror shall submit its most recent internal financial statements (balance sheet, income statement and cash flow statement or budget with entries reflecting revenues and expenditures from the date of the audited or reviewed financial statements to the end of the most recent financial reporting period (i.e., the quarter or month preceding the issuance date of this RFP));or
- Recent compiled financial statements prepared by an independent CPA that shall include, at a minimum, a balance sheet, income statement (i.e., profit/loss statement) and cash flow statement **and**, if the compiled financial statements were prepared more than three (3) months prior to the issuance of this RFP, the offeror shall submit its most recent internal financial statements (balance sheet, income statement and cash flow statement or budget with entries reflecting revenues and expenditures to date), and other evidence of financial stability such as most recently filed income tax return, evidence of a line of credit/loans/other type of financing with statement of amount in use/outstanding balance (e.g., a complete copy commitment letter, loan agreement, billing statement reflecting the line of credit or statement from lender acknowledging the commitment to fund the offeror's stated financing), performance bond, personal guaranty with copies of personal income tax filing and statement of net worth or such other evidence that is accurate, reliable and trustworthy regarding the offeror's financial stability.

Recent shall be defined as financial statements that were prepared within the 12 months preceding the issuance date of this RFP.

Consolidated financial statements of the offeror's parent or related corporation/business entity shall not be considered, unless: (1) the offeror's actual financial performance for the designated period is separately identified in and/or attached to the consolidated statements; (2) the parent or related corporation/business entity provides the State with a document wherein the parent or related corporation/business entity will be financially responsible for the offeror's performance of the contract and the consolidated statement demonstrates the parent or related corporation's/business entity's financial ability to perform the contract, financial stability and/or such other financial considerations identified in the evaluation criteria; and/or (3) offeror provides its own internally prepared financial statements and such other evidence of its own financial stability identified above.

The offeror's failure to provide any of the above-referenced financial statements or failure to submit all the requested financial statements may result in the rejection of the offeror's proposal and rejection is more likely to occur if other offerors provide financial documentation in compliance with the foregoing provisions. Offerors are also encouraged to explain any negative financial information in its financial statements and are encouraged to provide documentation supporting those explanations.

All financial information, statements and/or documents provided in response to this proposal requirement shall be kept confidential, IF THE OFFEROR COMPLIES WITH PARAGRAPH 13 OF THE GENERAL INFORMATION ON SUBMITTING PROPOSALS BY MARKING THE FINANCIAL INFORMATION, STATEMENTS AND/OR DOCUMENTS CONFIDENTIAL.

3. Project Organization

This section must include the proposed staffing, deployment and organization of personnel to be assigned to this project.

The offeror 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. Technical Approach

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

5. Outsourcing

The Vendor must detail the manner in which it intends to utilize resources or workers located outside of the United States, and the State of North Carolina will evaluate the additional risks, costs and other factors associated with such utilization to make the award for this proposal as deemed by the awarding authority to be in the best interest of the State.

For any proposed or actual utilization or contract performance outside of the United States, the offeror's proposal must include:

- a) The location of work performed under a state contract by the vendor, any subcontractors, employees, or other persons performing the contract.
- b) The corporate structure and location of corporate employees and activities of the vendors, its affiliates or any subcontractors.

The State may initiate proceedings to debar a vendor from participation in the bid process and from contract award as authorized by North Carolina law, if it is determined that the vendor has refused to disclose or has falsified any information provided herein.

6. Cost Proposal

A. List below the position/title of personnel to be assigned to this project by hourly, daily and overtime/holiday/weekend rates (rates for each position should include all expenses i.e. salary/wages, benefits, taxes, uniforms, equipment travel/subsistence and office expenses related to the specific position):

POSITION/TITLE	HOURLY RATE	DAILY RATE (8-HOUR SHIFT)	OVERTIME/HOLIDAY/WEEKEND RATE
Unarmed Security Guard	\$ 16.46	\$ 131.68	\$ 24.69
Armed Security Guard	\$ 19.46	\$ 155.68	\$ 29.19
Unarmed Security Guard with Patrol Vehicle	\$ 18.77	\$ 150.16	\$ 28.15
Armed Security Guard with Patrol Vehicle	\$ 23.77	\$ 190.16	\$ 35.65
On-site Supervisor	\$ 20.46	\$ 163.68	4 30.69
Off-site Supervisor	\$ 20.46	\$ 163.68	\$ 30.69

B. Security guard availability:

- Number of security guards currently employed by your firm? 125
- Indicate the number of security guards your firm can provide in the time periods listed below:

<u>Notification Period</u>	<u>Number of security guards</u>
2 days	<u>25</u>
7 days	<u>250</u>
30 days	<u>500</u>

SAFE & SECURE worldwides protection
Name of Offeror


Authorized Signature

2-27-14
Date

**THIS PAGE MUST BE RETURNED WITH YOUR PROPOSAL
OTHERWISE YOUR PROPOSAL WILL NOT BE CONSIDERED**

COST PROPOSAL/EXECUTION OF PROPOSAL
(example)

(This can be used for any service procurement but is particularly suited to "fill in the blanks" proposal formats.)

By submitting this proposal, the potential contractor certifies the following:

This proposal is signed by an authorized representative of the firm.

It can obtain insurance certificates as required within 10 calendar days after notice of award.

The cost and availability of all equipment, materials, and supplies associated with performing the services described herein have been determined and included in the proposed cost.

All labor costs, direct and indirect, have been determined and included in the proposed cost.

The offeror has attended the (mandatory?) conference/site visit and is aware of prevailing conditions associated with performing these services (if applicable).

The offeror can and will provide the specified performance bond or alternate performance guarantee (if applicable).

The potential contractor has read and understands the conditions set forth in this RFP and agrees to them with no exceptions.

The offeror is registered in NC E-Procurement @ Your Service or agrees to register within two days after notification of contract award.

Therefore, in compliance with this Request for Proposals, and subject to all conditions herein, the undersigned offers and agrees, if this proposal is accepted within ninety (90) days from the date of the opening, to furnish the subject services.

OFFEROR: SAGE & SECURE worldwide protection

ADDRESS: 4925 west market st suite 1142

CITY, STATE, ZIP: GREENSBORO NC 27405

TELEPHONE NUMBER: 8884766388 FAX: 336-763-2946

E-MAIL: SALES@SAFESECUREWORLDWIDE.COM

Principal Place of Business if different from above (See General Information on Submitting Proposals, Item 18.):

Will any of the work under this contract be performed outside the United States?
(If yes, describe in technical proposal.)

Yes

No

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee 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 any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

BY: [Signature] TITLE: owner DATE: 2-1-14
(Signature)

LANCE A. JAMES SR
(Printed name)

ACCEPTANCE OF PROPOSAL

NC DEPARTMENT OF PUBLIC SAFETY

BY: John M. Merritt TITLE: Purchasing Agent II DATE: 4/16/2014

THIS PAGE MUST BE SIGNED AND INCLUDED IN YOUR PROPOSAL.
Unsigned proposals will not be considered.

Where Service Contracts Will Be Performed

In accordance with NC General Statute 143-59.4 (Session Law 2005-169), this form is to be completed and submitted with the offeror's (technical) proposal/bid.

Issuing Agency: NC Department of Public Safety Solicitation # 19-012534-MJM
Agency Contact Person & phone #: John M. Merritt, 919-743-8168

Solicitation Title / Type of Services: Security Guards Disaster Convenience Services

OFFEROR: SAFE & SECURE worldwide protection
City & State: GREENSBORO, NC 27407

Location(s) from which services will be performed by the contractor:

Service	City/Providence/State	Country
_____	_____	_____
_____	_____	_____
_____	_____	_____

Location(s) from which services are anticipated to be performed outside the U.S. by the contractor:

_____	_____	_____
_____	_____	_____

Location(s) from which services will be performed by subcontractor(s):

Service	Subcontractor	City/Providence/State	Country
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Location(s) from which services are anticipated to be performed outside the U.S. by the subcontractor(s):

_____	_____	_____	_____
_____	_____	_____	_____

(Attach additional pages if necessary.)

GENERAL INFORMATION ON SUBMITTING PROPOSALS

1. **DEFINITIONS, ACRONYMS AND ABBREVIATIONS.** Generally, see NCAC T01:05A .0112 for definitions. The following are additional defined terms:
 - a. **DPS:** NC Department of Public Safety.
 - b. **The State:** Is the State of North Carolina, and its Agencies.
 - c. **Vendor:** Company, firm, corporation, partnership, individual, etc., submitting a response to a solicitation.
 - d. **Open Market Contract:** A contract for the purchase of goods or services not covered by a term, technical, or convenience contract.
 - e. **Reasonable, Necessary, or Proper:** as used herein shall be interpreted solely by the State of North Carolina.
 - f. **RFP:** Request for Proposal
2. **EXCEPTIONS:** All proposals are subject to the terms and conditions outlined herein. All responses shall be controlled by such terms and conditions and the submission of other terms and conditions, price lists, catalogs, and/or other documents as part of an Vendor's response will be waived and have no effect either on this Request for Proposals or on any contract that may be awarded resulting from this solicitation. Vendor specifically agrees to the conditions set forth in the above paragraph by signature to the proposal.
3. **CERTIFICATION:** By executing the proposal, the signer certifies that this proposal is submitted competitively and without collusion (G.S. 143-54), that none of our officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and that we are not an ineligible vendor as set forth in G.S. 143-59.1. False certification is a Class I felony.
4. **ORAL EXPLANATIONS:** The State shall not be bound by oral explanations or instructions given at any time during the competitive process or after award.
5. **REFERENCE TO OTHER DATA:** Only information which is received in response to this RFP will be evaluated; reference to information previously submitted shall not be evaluated.
6. **ELABORATE PROPOSALS:** Elaborate proposals in the form of brochures or other presentations beyond that necessary to present a complete and effective proposal are not desired.

In an effort to support the sustainability efforts of the State of North Carolina we solicit your cooperation in this effort.

It is desirable that all responses meet the following requirements:

- All copies are printed **double sided**.
 - All submittals and copies are printed on **recycled paper with a minimum post-consumer content of 30%** and indicate this information accordingly on the response.
 - Unless absolutely necessary, all proposals and copies should **minimize or eliminate use of non-recyclable or non re-usable 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 and recycling** of paper materials.
7. **COST FOR PROPOSAL PREPARATION:** Any costs incurred by Vendors in preparing or submitting offers are the Vendors' sole responsibility; the State of North Carolina will not reimburse any Vendor for any costs incurred prior to award.
 8. **TIME FOR ACCEPTANCE:** Unless otherwise indicated under Section V. Execution of Proposal of this document, the offer shall be valid for ninety (90) days from the date of proposal opening. Preference may be given to offers allowing not less than ninety (90) days for consideration and acceptance.
 9. **TITLES:** Titles and headings in this RFP and any subsequent contract are for convenience only and shall have no binding force or effect.

10. **CONFIDENTIALITY OF PROPOSALS:** In submitting its proposal the Vendor agrees not to discuss or otherwise reveal the contents of the proposal to any source outside of the Department, government or private, until after the award of the contract. Only those communications with the Department authorized by this RFP are permitted. All Vendors are advised that they are not to have any communications with the Department during the evaluation of the proposals (i.e., after the public opening of the proposals and before the award of the contract), unless the State's purchaser contacts the Vendor(s) for purposes of seeking clarification. A Vendor shall not: transmit to the Department any information commenting on the ability or qualifications of other Vendors to perform the advertised contract and/or the other Vendors' proposals and/or prices at any time during the procurement process; or engage in any other communication or conduct attempting to influence the evaluation and/or award of the contract that is the subject of this RFP. Vendors not in compliance with this provision may be disqualified, at the option of the State, from contract award. Only discussions authorized by the Department are exempt from this provision.
11. **RIGHT TO SUBMITTED MATERIAL:** All responses, inquiries, or correspondence relating to or in reference to the RFP, and all other reports, charts, displays, schedules, exhibits, and other documentation submitted by the Vendors shall become the property of the State when received.
12. **VENDOR'S REPRESENTATIVE:** Each Vendor shall submit with its proposal the name, address, and telephone number of the person(s) with authority to bind the firm and answer questions or provide clarification concerning the firm's proposal.
13. **SUBCONTRACTING:** Vendors may propose to subcontract portions of the work provided that their proposals clearly indicate what work they plan to subcontract and to whom and that all information required about the prime contractor is also included for each proposed subcontractor.
14. **PROPRIETARY INFORMATION:** Trade secrets or similar proprietary data which the Vendor does not wish disclosed to other than personnel involved in the evaluation or contract administration will be kept confidential to the extent permitted by NCAC T01:05B.1501 and G.S. 132-1.3 if identified as follows: Each page shall be identified in boldface at the top and bottom as "CONFIDENTIAL". Any section of the proposal which is to remain confidential shall also be so marked in boldface on the title page of that section. Cost information may not be deemed confidential. In spite of what is labeled as confidential, the determination as to whether or not it shall be determined by North Carolina law.
15. **HISTORICALLY UNDERUTILIZED BUSINESSES:** Pursuant to General Statute 143-48 and Executive Order #150, the State invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled.
16. **PROTEST PROCEDURES:** When a Vendor wants to protest a contract awarded by the Secretary of Administration or by an agency over \$25,000 resulting from this solicitation, they must submit a written request to the State Purchasing Officer at Purchase and Contract, 1305 Mail Service Center, Raleigh, NC 27699-1305. This request must be received in the Division of Purchase and Contract within thirty (30) consecutive calendar days from the date of the contract award. When a Vendor wants to protest a contract awarded by an agency or university resulting from this solicitation that is over \$10,000 but less than \$25,000 for any agency, or any contract awarded by a university, they must submit a written request to the issuing procurement officer at the address of the issuing agency. This request must be received in that office within thirty (30) consecutive calendar days from the date of the contract award. Protest letters must contain specific reasons and any supporting documentation for the protest. Note: Contract award notices are sent only to those actually awarded contracts, and not to every person or firm responding to this solicitation. Contract status and Award notices are posted on the Internet at <http://www.pandc.nc.gov>. All protests will be handled pursuant to the North Carolina Administrative Code, Title 1, Department of Administration, Chapter 5, Purchase and Contract, Section 5B.1519. (See Protest Information at <http://www.PandC/protests.pdf> for more information.)
17. **TABULATIONS:** The State has implemented an Interactive Purchasing System (IPS) that allows the public to retrieve bid tabulations electronically from our Internet web site: <http://www.pandc.nc.gov>. Click on the IPS BIDS icon, click on Search for Bid, enter the RFP number, and then search. Tabulations will normally be available at this web site not later than one working day after opening. Lengthy tabulations may not be available on the Internet and requests for these verbally or in writing cannot be honored.
18. **VENDOR REGISTRATION AND SOLICITATION NOTIFICATION SYSTEM:** Vendor Link NC allows vendors to electronically register free with the State to receive electronic notification of current procurement opportunities for goods and services available on the Interactive Purchasing System. Online registration and other purchasing information are available on our Internet web site: <http://www.pandc.nc.gov>.

19. **RECIPROCAL PREFERENCE:** G.S. 143-59 establishes a reciprocal preference law to discourage other states from applying in-state preferences against North Carolina's resident Vendors. The "Principal Place of Business" is defined as the principal place from which the trade or business of the Vendor is directed or managed.
20. **MISCELLANEOUS:** Masculine pronouns shall be read to include feminine pronouns and the singular of any word or phrase shall be read to include the plural and vice versa.
21. **CONTRACT MONITORING:** Per *NC Senate Bill 1213 (Session Law 2010-194)* any contract which results from the award of this Invitation for Bid shall include contract monitoring as a regular process of evaluating post award Vendor contract performance based on measurable deliverables and verifying Vendor compliance with the terms and conditions in the contract.

The general purpose of monitoring will be to 1) improve Vendor contract performance through early identification of questions and issue resolution; 2) identify potential contract problems, financial or technical, that may require additional scrutiny; 3) evaluate Vendor contract performance controls to ensure there is a reliable basis for validating deliverables and minimizing risk of contract default; 4) assure that Vendor financial documentation is adequate and accurate as it relates to contract payments.

Specifically, contract monitoring may include but are not limited to the following areas;

- Verify contractor performance for purposes of payment;
- Identify material breach of contract by assessing the difference between contract performance and material non-performance;
- Determine if corrective action is necessary and take such action if required;

Monitoring Vendor compliance of any contract document which results from the award of this Invitation for Bid shall be the responsibility of the NC Department of Public Safety Purchasing & Logistics, Contract Administrator. Contract monitoring shall occur for an on-going basis throughout the term of the contract."

NORTH CAROLINA GENERAL CONTRACT TERMS AND CONDITIONS (Contractual and Consultant Services)

1. **GOVERNING LAW:** This contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina.
2. **SITUS:** The place of this contract, its situs and forum, shall be North Carolina, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation and enforcement shall be determined.
3. **INDEPENDENT CONTRACTOR:** The Contractor shall be considered to be an independent contractor and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with the Department.
4. **KEY PERSONNEL:** The Contractor shall not substitute key personnel assigned to the performance of this contract without prior written approval by the Department's Contract Administrator. The individuals designated as key personnel for purposes of this contract are those specified in the Contractor's proposal.
5. **SUBCONTRACTING:** Work proposed to be performed under this contract by the Contractor or its employees shall not be subcontracted without prior written approval of the Department's Contract Administrator. Acceptance of a Vendor's proposal shall include any subcontractor(s) specified therein.
6. **PERFORMANCE AND DEFAULT:** If, through any cause, the Contractor shall fail to fulfill in timely and proper manner the obligations under this agreement, the Department shall thereupon have the right to terminate this contract by giving written notice to the Contractor and specifying the effective date thereof. In that event, all finished or unfinished deliverable items under this contract and prepared by the Contractor shall, at the option of the Department, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials. Notwithstanding, the Contractor shall not be relieved of liability to the Department for damages sustained by the Department by virtue of any breach of this agreement, and the Department may withhold any payment due the Contractor for the purpose of setoff until such time as the exact amount of damages due the Department from such breach can be determined.

In case of default by the Contractor, the State may procure the services from other sources and hold the Contractor responsible for any excess cost occasioned thereby. The State reserves the right to require a performance bond or other acceptable alternative performance guarantees from successful Vendor without expense to the State.

In addition, in the event of default by the Contractor under this contract, the State may immediately cease doing business with the Contractor, immediately terminate for cause all existing contracts the State has with the Contractor, and de-bar the Contractor from doing future business with the State.

Upon the Contractor filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the Contractor, the State may immediately terminate, for cause, this contract and all other existing contracts the Contractor has with the State, and de-bar the Contractor from doing future business.

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 by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

7. **TERMINATION:** The Department of Public Safety may terminate this agreement at any time by 30 days notice in writing from the Department to the Contractor. In that event, all finished or unfinished deliverable items prepared by the Contractor under this contract shall, at the option of the Department, become its property. If the contract is terminated by the Department as provided herein, the Contractor shall be paid for services satisfactorily completed, less payment or compensation previously made.
8. **PAYMENT TERMS:** Payment terms are Net not later than 30 days after receipt of correct invoice(s) or acceptance of services, whichever is later, or in accordance with any special payment schedule identified in this RFP. The Department of Public Safety is responsible for all payments to the contractor under the contract. Payment by some agencies may be made by procurement card and it shall be accepted by the contractor for payment if the contractor accepts that card (Visa, Mastercard, etc.) from other customers. If payment is made by procurement card, then payment may be processed immediately by the contractor.
9. **AVAILABILITY OF FUNDS:** Any and all payments to the Contractor are dependent upon and subject to the availability of funds to the Department for the purpose set forth in this agreement.
10. **CONFIDENTIALITY:** Any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Contractor under this agreement shall be kept as confidential and not divulged or made available to any individual or organization without the prior written approval of the Department.
11. **CARE OF PROPERTY:** The Contractor agrees that it shall be responsible for the proper custody and care of any property furnished it for use in connection with the performance of this contract or purchased by it for this contract and will reimburse the State for loss of damage of such property.
12. **COPYRIGHT:** No deliverable items produced in whole or in part under this agreement shall be the subject of an application for copyright by or on behalf of the Contractor.
13. **ACCESS TO PERSONS AND RECORDS** The State Auditor and the using agency's internal auditors shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7 and Session Law 2010-194, Section 21 (i.e., the State Auditors and internal auditors may audit the records of the contractor during the term of the contract to verify accounts and data affecting fees or performance).
14. **ASSIGNMENT:** No assignment of the Contractor's obligations or the Contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, the State may:
 - a. Forward the contractor's payment check(s) directly to any person or entity designated by the Contractor, or
 - b. Include any person or entity designated by Contractor as a joint payee on the Contractor's payment check(s).In no event shall such approval and action obligate the State to anyone other than the Contractor and the Contractor shall remain responsible for fulfillment of all contract obligations.
15. **COMPLIANCE WITH LAWS:** The Contractor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.

16. **AFFIRMATIVE ACTION:** The Contractor shall take affirmative action in complying with all Federal and State requirements 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.
17. **INSURANCE:** During the term of the contract, the contractor 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. As a minimum, the contractor shall provide and maintain the following coverage and limits:
- a. Worker's Compensation - The contractor shall provide and maintain Worker's Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$150,000.00, covering all of Contractor's employees who are engaged in any work under the contract. If any work is subcontracted, the contractor shall require the subcontractor to provide the same coverage for any of its employees engaged in any work under the contract.
 - b. 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 cost shall be in excess of the limit of liability.
 - c. Automobile - Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles, used in connection with the contract. The minimum combined single limit shall be \$150,000.00 bodily injury and property damage; \$150,000.00 uninsured/under insured motorist; and \$1,000.00 medical payment.

Providing and maintaining adequate insurance coverage is a material obligation of the contractor and is of the essence of this 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 Commissioner of Insurance to do business in North Carolina. The contractor 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 this contract. The limits of coverage under each insurance policy maintained by the contractor shall not be interpreted as limiting the contractor's liability and obligations under the contract.

18. **ADVERTISING:** Contractor agrees not to use the existence of this contract, the name of the Department, or the name of the State of North Carolina as part of any commercial advertising.
19. **ENTIRE AGREEMENT:** Acceptance shall create an entire agreement having an order of precedence among terms as follows: Special terms and conditions specific to this RFP, Specifications of the solicitation documents, except as amended, the State's General Terms and Conditions for Contractual and Consultant Services, Best and Final Offers, if any and the awarded Vendor's proposal.

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.

20. **AMENDMENTS:** This contract may be amended only by written amendments duly executed by the Department and the Contractor. The NC Division of Purchase and Contract shall give prior approval to any amendment to a contract awarded through that office.
21. **TAXES:** G.S. 143-59.1 bars the Department of Public Safety 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 refuse 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.
22. **GENERAL INDEMNITY:** The contractor shall 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 this contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the contractor in the performance of this contract and that are attributable to the negligence or intentionally tortious acts of the contractor provided that the contractor is notified in writing within 30 days that the State has knowledge of such claims. The contractor 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 contractor goods to the State. The representation and warranty in the preceding sentence shall survive the termination or expiration of this contract.

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

If, after award of a contract, the contractor wishes to outsource any portion of the work to a location outside the United States, prior written approval must be obtained from the Department.

Vendor must give notice to the Department of any relocation of the vendor, employees of the vendor, subcontractors of the vendor, or other persons performing services under a state contract outside of the United States.

24. **ESCALATION CLAUSE:** Prices offered herein shall be firm for a period of one (1) year from the date of initial contract performance. If the contract provides for an option year(s) and the Department exercises that option(s), the contractor may request a price increase for that year but it must not exceed the change in points during the previous twelve (12) month period in the *Consumer Price Index-All Items (All Urban Consumers: 1982-1984) or 5%, whichever is less. If the requested increase is in compliance with these specified limitations, the new price will be effective thirty (30) days from the date the request is received by the Department.

Consumer Price Index: U. S. Department of Labor, Bureau of Labor Statistics; www.bls.gov

25. **ALCOHOL/DRUG FREE WORK PLACE POLICY:** A copy of the Department's Alcohol/Drug Free Work Place Policy is attached (ATTACHMENT 1) to this solicitation. The contractor shall use reasonable and good faith efforts to ensure that employees/staff are aware of the Department's policy. The contractor understands that its employees/staff are required to abide by these standards. The contractor further understands that possession, use, manufacture, or distribution of illegal drugs or alcohol in violation of this policy, by employees/staff participating in the performance of this contract, may result in immediate termination of this contract for cause.
26. **ACCOUNTABILITY:** Employees of other public and private organizations providing a service to the agency are accountable to the North Carolina Department of Public Safety (DPS) Departmental Purchasing Contract Administrator and the facility head or designee of the program in which they work. The facility head or designee shall report all non-compliance issues in writing to the North Carolina DPS Departmental Purchasing Contract Administrator. The North Carolina DPS Departmental Purchasing Contract Administrator shall work with the employee of the public or private organization providing the service in order to bring performance up to expectations or terminate services if the conditions justify.
27. **By Executive Order 24**, issued by Governor Perdue, and N.C. G.S. § 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, Vendor, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Office of the Governor and Governor's Cabinet Agencies (i.e., Administration, Commerce, Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Revenue, Transportation, and the Office of the Governor). This prohibition covers those vendors and contractors who:
- (1) have a contract with a governmental agency; or
 - (2) have performed under such a contract within the past year; or
 - (3) anticipate bidding on such a contract in the future.

For additional information regarding the specific requirements and exemptions, vendors and contractors are encouraged to review Executive Order 24 and G.S. Sec. 133-32.

Executive Order 24 also encouraged and invited other State Agencies to implement the requirements and prohibitions of the Executive Order to their agencies. Vendors and contractors should contact other State Agencies to determine if those agencies have adopted Executive Order 24."

28. **PREA:** The NC Department of Public Safety is committed to a standard of zero-tolerance pertaining to unduly familiar or sexually abusive behavior either by another inmate or by staff, volunteer, vendor, contractor or agent. Staff, volunteers, vendors, contractors or agents are strictly prohibited from engaging in personal dealings or any conduct of a sexual nature with an inmate or juvenile. Conversation and conduct with inmate or juvenile must be professional at all times. Any sexual act between an inmate or juvenile and staff, volunteer, vendor, contractor or agent violates the federal Prison Rape Elimination Act of 2003 (PREA) and is punishable, at a minimum, as a Class E felony in North

Carolina. Under North Carolina and federal law neither an inmate nor a juvenile can consent to engage in sexual activity with staff, volunteers, vendors, contractors or agents. Any such activity is considered to be against the will of the inmate or juvenile in the eyes of the law – without respect to what the inmate or juvenile might say.

Additionally, it is a crime to sell or give any inmate or juvenile any intoxicating drink, barbiturate or stimulant drug, or any narcotic, poison or poisonous substance, except upon the prescription of a physician; to convey to or take from an inmate or juvenile any letters, or verbal messages; to convey any weapon or instrument by which to effect an escape, or that will aid in an assault or insurrection; to trade with an inmate or juvenile for clothing or stolen goods or to sell an inmate or juvenile any article forbidden by rules or DPS policies.

29. **NON-DISCLOSURE/INFORMATION SECURITY:** The State may, in its sole discretion, provide a non-disclosure agreement and/or an Information Security Policies Acknowledgement Form satisfactory to the State for Vendor's execution. The State may exercise its rights under this paragraph as necessary or proper, in its discretion, to comply with applicable security regulations or statutes.