



STATE OF NORTH CAROLINA

Department of Adult Correction

Invitation for Bid #: 52-IFB-1594771434-CCG

DENTAL LABORATORY SERVICES

Date of Issue: June 3, 2025

Bid Opening Date: June 16, 2025

At 2:00 PM ET

Direct all inquiries concerning this IFB to:

Crystal Carlson

Procurement Specialist

Email: crystal.carlson@dac.nc.gov

Phone: 919-324-6475



STATE OF NORTH CAROLINA

Invitation for Bid

52-IFB-1594771434-CCG

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

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

Vendor Name

Vendor eVP#

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

STATE OF NORTH CAROLINA Department of Adult Correction

Refer <u>ALL</u> Inquiries regarding this IFB to the procurement lead through the <u>Message Board in the Sourcing Tool</u> . See section 2.5 for details: Crystal Carlson, Procurement Specialist	Invitation for Bid #: 52-IFB-1594771434-CCG
	Bids will be publicly opened: June 16, 2025, at 2:00 PM ET Microsoft Teams Need help? Join the meeting now Meeting ID: 254 462 593 916 8 Passcode: Ut2Aw3XQ
Using Agency: Division of Comprehensive Health Services	Commodity No. and Description: 851220 – Dental Services
Requisition No.: RQ183088	

EXECUTION

In compliance with this Invitation for Bid (IFB), 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 bid, the undersigned Vendor understands that false certification is a Class I felony and certifies that:

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

Furthermore, by executing this bid, 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 IFB, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system.

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

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

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

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

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

Bid Number:52-IFB-1594771434-CCG

Vendor: _____

VALIDITY PERIOD

Offer shall be valid for at least ninety (90) days from date of bid opening, unless otherwise stated here: _____ days, or if extended by mutual agreement of the parties in writing. Any withdrawal of this offer shall be made in writing, effective upon receipt by the agency issuing this IFB.

ACCEPTANCE OF BIDS

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

FOR STATE USE ONLY: Offer accepted and Contract awarded this _____ day of _____, 20____, as indicated on

The attached certification, by _____.

(Authorized Representative of Department of Adult Correction)

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1.0 PURPOSE AND BACKGROUND

The North Carolina Department of Adult Correction, Division of Comprehensive Health Services (the “Department”) provides professional dental services for approximately 29,000 offenders through its thirty -two dental clinics located within various correctional facilities across the state.

The Department intends to establish a contractual agreement(s) with a qualified dental laboratory Vendor or Vendors to provide dental appliances ordered by the Department’s dentists. The appliances ordered will be full dentures, all acrylic wrought wire-retained partial dentures, metal framework partial dentures, repairs to full and partial dentures, hard nightguards, soft nightguards, and porcelain to metal crown and bridge, per unit, non-precious.

The list of dental clinic locations, addresses and contact information is provided in Section 5.1. The list of dentists authorized to prescribe dental appliances under any resulting contract will be provided and updated by the Department Contract Manager. No minimum or maximum quantities are guaranteed.

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

1.1 CONTRACT TERM

The Contract shall have an initial term of one (1) year, beginning on July 1, 2025, or the date of Contract execution, whichever is later.

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

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

2.0 GENERAL INFORMATION

2.1 INVITATION FOR BID DOCUMENT

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

2.2 E-PROCUREMENT FEE

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

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

What is the Ariba Network?

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

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

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

2.3 NOTICE TO VENDORS REGARDING IFB TERMS AND CONDITIONS

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

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

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

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

2.4 IFB SCHEDULE

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

Event	Responsibility	Date and Time
Issue IFB	State	June 3, 2025
Submit Written Questions	Vendor	June 10, 2025, by 3:00 PM ET
Provide Response to Questions	State	June 12, 2025
Submit Bids	Vendor	June 16, 2025, by 2:00 PM ET Microsoft Teams Need help? Join the meeting now Meeting ID: 254 462 593 916 8 Passcode: Ut2Aw3XQ Dial in by phone +1 984-204-1487,426521904# United States, Raleigh Find a local number Phone conference ID: 426 521 904# Join on a video conferencing device Tenant key: ncgov@m.webex.com Video ID: 115 948 615 9

2.5 BID QUESTIONS

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

Questions related to the content of the solicitation, or the procurement process should be directed to the person on the title page of this document via the Sourcing Tool's message board by the date and time specified in the IFB SCHEDULE Section of this IFB. Vendors will enter “**IFB # 52-IFB-1594771434-CCG– Questions**” as the subject of the message. Question submittals should include a reference to the applicable IFB section. This is the only manner in which questions will be received.

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

Questions received prior to the submission deadline date, the State’s response, and any additional terms deemed necessary by the State will be posted in the Sourcing Tool in the form of an addendum and shall become an Addendum to this IFB. 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 IFB, shall be considered authoritative or binding. Vendors shall rely *only* on written material contained in the IFB and an addendum to this IFB.

2.6 BID SUBMITTAL

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

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

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

Tips for Using the Sourcing Tool

1. Vendors should review available training and confirm that they are able to access the Sourcing Event, enter responses, and upload files well in advance of the date and time response are due to allow sufficient time to seek assistance from the North Carolina eProcurement Help Desk.
2. Vendors may submit their responses early to make sure there are no issues, and then submit a revised response any time prior to the response due date and time. The State will only review the most recent response.
3. Vendors should respond to all relevant sections of the Sourcing Event. Certain questions or items are required in order to submit a response and are denoted with an asterisk. The Sourcing Tool will not allow a response to be submitted unless all required items are completed. The Sourcing Tool will provide error messages to help identify any required information that is missing when response is submitted.

4. Simply saving your response in the Sourcing Tool is not the same as submitting your response to the State. Vendors should make sure they complete the submission process and receive a message that their response was successfully submitted.

5. Only Bids submitted through the Content Section of the Ariba Sourcing Event will be considered. Bids submitted through the Message Board will not be accepted or considered for award.

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

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

2.7 BID CONTENTS

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

Vendors shall upload the following items and attachments in the Sourcing Tool:

- a) Completed and signed version of all EXECUTION PAGES, along with the body of the IFB.
- b) Signed receipt pages of any addenda released in conjunction with this IFB, if required to be returned.
- c) Completed version of ATTACHMENT A: PRICING FORM
- d) Completed version of ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION
- e) Completed version of ATTACHMENT E: CUSTOMER REFERENCE FORM
- f) Completed version of ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR
- g) Completed and signed version of ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION
- h) Completed and signed version of ATTACHMENT H: ALCOHOL/DRUG-FREE WORKPLACE POLICY
- i) Completed and signed version of ATTACHMENT I: NON-DISCLOSURE AGREEMENT

2.8 ALTERNATE BIDS

Unless provided otherwise in this IFB, Vendor may submit alternate bids for comparable Goods, various methods or levels of Service(s), or that propose different options. Alternate bid must specifically identify the IFB requirements and advantage(s) addressed by the alternate bid. Each bid must be for a specific set of Goods and Services and must include specific pricing. If a Vendor chooses to respond with various offerings, Vendor shall follow the specific instructions for uploading Alternate Bids in the Sourcing Tool.

2.9 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

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

3.0 METHOD OF AWARD AND BID EVALUATION PROCESS

3.1 METHOD OF AWARD

North Carolina G.S. 143-52 provides a general list of criteria the State shall use to award contracts, as supplemented by the additional criteria herein. The Goods or Services being procured shall dictate the application and order of criteria; however, all award decisions shall be in the State's best interest.

All responsive bids will be reviewed, and an award or awards will be based on the responsive bid(s) offering the lowest price that meets the specifications provided herein, to include any required verifications set out here in such as but not limited to past performance, references, and financial documents.

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

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

3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

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

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

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

3.3 BID EVALUATION PROCESS

Only responsive submissions will be evaluated.

The State will conduct an evaluation of responsive Bids, as follows:

Bids will be received according to the method stated in the Bid Submittal section above.

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

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

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

Bids will generally be evaluated, based on completeness, content, cost and responsibility of the Vendor to supply the requested Goods and Services. Specific evaluation criteria are listed in Section 3.1 METHOD OF AWARD.

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

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

3.4 PERFORMANCE OUTSIDE THE UNITED STATES

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

- a) Total cost to the State, to include the possibility of price increases due to tariffs
- b) Level of quality provided by the Vendor
- c) Process and performance capability across multiple jurisdictions
- d) Protection of the State's information and intellectual property
- e) Availability of pertinent skills
- f) Ability to understand the State's business requirements and internal operational culture
- g) Particular risk factors such as the security of the State's information technology
- h) Relations with citizens and employees

- i) Contract enforcement jurisdictional issues

3.5 INTERPRETATION OF TERMS AND PHRASES

This IFB serves two functions: (1) to advise potential Vendors of the parameters of the solution being sought by the State; and (2) to provide (together with other specified documents) the terms of the Contract resulting from this procurement. The use of phrases such as “shall,” “must,” and “requirements” are intended to create enforceable contract conditions. In determining whether 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 IFB. Except as specifically stated in the IFB, no one requirement shall automatically disqualify a Vendor from consideration. However, failure to comply with any single requirement may result in the State exercising its discretion to reject a bid in its entirety.

4.0 REQUIREMENTS

This Section lists the requirements related to this IFB. By submitting a bid, 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 IFB. If a Vendor is unclear about a requirement or specification, or believes a change to a requirement would allow for the State to receive a better bid, the Vendor is urged to submit these items in the form of a question during the question and answer period in accordance with the Bid Questions Section above.

4.1 PRICING

Bid price shall constitute the total cost to the State for complete performance in accordance with the requirements and specifications herein, including all applicable charges for handling, transportation, administrative and other similar fees. Complete ATTACHMENT A: PRICING FORM and upload in the Sourcing Tool. The pricing provided in ATTACHMENT A, or resulting from any negotiations, is incorporated herein and shall become part of any resulting Contract. **Vendor must provide pricing for ALL items in Attachment A in order to be considered for award.**

4.2 INVOICES

1. The Vendor must submit one monthly invoice within fifteen (15) calendar days following the end of each month in which work was performed.
2. Invoices must be submitted to the following address:
North Carolina Department of Adult Correction
Division of Comprehensive Health Services
4278 Mail Service Center
Raleigh, NC 27699-4278
3. 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.
4. Invoices must include an accurate description of the work for which the invoice is being submitted, the invoice date, the period of time covered and the amount of fees due to the Vendor.

4.3 FINANCIAL STABILITY

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

jurisdiction.

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

4.4 HUB PARTICIPATION

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

4.5 REFERENCES

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

4.6 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 State. Names of any third-party Vendors or subcontractors of Vendor may appear for purposes of convenience in Contract documents; and shall not limit Vendor's obligations hereunder. Vendor will retain executive representation for functional and technical expertise as needed in order to incorporate any work by third party subcontractor(s).

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

4.7 VENDOR'S REPRESENTATIONS

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

and in the same manner as if specifically described in the Contract. Unless otherwise expressly provided herein, Vendor will furnish all of its own necessary management, supervision, labor, facilities, furniture, computer and telecommunications equipment, software, supplies and materials necessary for the Vendor to provide and deliver the Services and/or other Deliverables.

5.0 SPECIFICATIONS AND SCOPE OF WORK

5.1 SPECIFICATIONS

1. Vendor shall be a Certified and/or licensed Dental Laboratory and provide proof with response such as documentation to show the lab is a member of the National Board for Certification in Dental Technology or an equivalent trade certification or licensed as a dental lab in their respective state.
2. The Vendor shall fabricate dental appliances according to the written prescription of the ordering dentist using materials approved by the Federal Drug Administration (FDA) or American Dental Association (ADA). No unapproved material will be used unless specifically authorized by the Department Contract Manager in writing.
3. Vendor shall provide shipping boxes at no additional cost and deliver an initial supply of at least five (5) boxes to all dental clinic locations at contract startup, but no later than fourteen (14) days after effective date. Shipping supplies shall be maintained at each facility throughout the contract term. All costs of shipping the supplies, appliances and restorations from Vendor's lab to the Department Dental Clinics shall be responsibility of the Vendor.
4. Turnaround time for dental lab procedures shall be ten (10) business days or less from the date the case arrives at the lab, unless Vendor can demonstrate extraordinary circumstances.
5. The total estimated services to be provided by the Vendor for a period of one (1) year is listed below:

Item Description	Estimated Quantity for 1 year
Custom Trays	1000
Wax Rims/Bite Blocks	1000
Set-up, Full Denture	800
Finish for delivery, Full Denture	800
Set-up, Acrylic, Wrought Wire-retained Partial Denture	520
Finish for delivery, Acrylic, Wrought Wire-retained Partial Denture	520
Repair, Full Denture	160
Repair, Acrylic Partial Denture	230
Tooth Replacement (per tooth)	136
Relines	82
Rebases	82
Mouth Guard, Hard Processed Acrylic	60
Mouth Guard, Vacuum Formed, Soft	60

6. The current dental clinic locations that will be serviced are listed below: The Department reserves the right to add or remove dental clinic locations.

ALBEMARLE CORR. INST. 4580 PO BOX 460 BADIN, NC 28009 SHIP TO: 44150 AIRPORT RD. NEW LONDON, NC 28127 STANLY COUNTY	FOOTHILLS CORR. CTR. 3720 5150 WESTERN AVE. MORGANTON, NC 28655 BURKE COUNTY
ALEXANDER CORR. INST. 4870 633 OLD LANDFILL RD. TAYLORSVILLE, NC 28681 ALEXANDER COUNTY	GRANVILLE CORR. INST. 3980 1001 VEAZEY ROAD BUTNER, NC 27509-2500 GRANVILLE COUNTY
ANSON CORR. INST. 4865 552 PRISON CAMP RD. PO BOX 280 POLKTON, NC 28135 ANSON COUNTY	HARNETT CORR. INST. 3805 1210 E. McNEIL ST. POST OFFICE BOX 1569 LILLINGTON, NC 27546 HARNETT COUNTY
AVERY MITCHELL CORR. INST. 4680 600 AMITY PARK RD. SPRUCE PINES, NC 28777 AVERY COUNTY	HYDE CORR. INST. 4180 620 PRISON RD. PO BOX 278 SWAN QUARTER, NC 27885 HYDE COUNTY
BROWN CREEK CORRECTIONAL INST. 3510 248 PRISON CAMP RD. PO BOX 310 POLKTON, NC 28135 ANSON COUNTY	LUMBERTON CORR. INST. 4365 75 LEGEND RD PO BOX 1649 LUMBERTON, NC 28359-1649 ROBESON COUNTY
BERTIE CORR. INST. 4880 218 COOPER HILL RD. PO BOX 129 WINDSOR, NC 27983 BERTIE COUNTY	MARION CORR. INST. 3730 355 OLD GLENWOOD RD. PO BOX 2405 MARION, NC 28752 MCDOWELL COUNTY
CASWELL CORR. CENTER 4415 444 COUNTY HOME ROAD PO BOX 217 BLANCH, NC 27212 CASWELL COUNTY	MAURY CORR. INST. 4875 2568 MOORE ROUSE RD. PO BOX 506 HOOKERTON, NC 28538 GREENE COUNTY
CENTRAL PRISON HEALTHCARE COMPLEX 4050 1300 WESTERN BLVD. 4285 MSC RALEIGH, NC 27603 WAKE COUNTY	MOUNTAIN VIEW CORR. INST. 4855 PO BOX 689 545 AMITY PARK ROAD SPRUCE PINE, N.C. 28777 AVERY COUNTY
CRAGGY CORR. CTR. 4630 2992 RIVERSIDE DR. ASHEVILLE, NC 28804 BUNCOMBE COUNTY	NC CORRECTIONAL INSTITUTE FOR WOMEN 3010 1034 BRAGG STREET 4278 MSC RALEIGH, NC 27610 WAKE COUNTY

CRAVEN CORR. INST. 3085 PO BOX 839 600 ALLIGATOR RD. VANCEBORO, NC 28586 CRAVEN COUNTY	NASH CORR. INST. 3710 PO BOX 600 2869 US HWY 64A NASHVILLE, NC 27856 NASH COUNTY
EASTERN CORR. INST. 3400 2821 HWY 903 PO BOX 215 MAURY, NC 28554 GREENE COUNTY	NEUSE CORR. INST. 3060 701 STEVENS MILL RD. PO BOX 2087 GOLDSBORO, NC 27533 WAYNE COUNTY
PAMLICO CORR. INST. 4850 601 N. 3RD ST. BAYBORO, NC 28515 PAMLICO COUNTY	SCOTLAND CORR. INST. 4860 22385 McGIRT'S BRIDGE RD. PO BOX 1808 LAURINBURG, NC 28353 SCOTLAND COUNTY
PASQUOTANK CORR. INST. 3740 527 COMMERCE DRIVE ELIZABETH CITY, NC 27906 PASQUOTANK COUNTY	SOUTHERN CORR. INST. 3600 272 GLENN ROAD PO BOX 786 TROY, NC 27371 MONTGOMERY COUNTY
PENDER CORR. INST. 4150 905 PENDERLEA HWY. POST OFFICE BOX 1058 BURGAW, NC 28425 PENDER COUNTY	TABOR CORR. INST. 4885 PO BOX 730 4200 SWAMP FOX HWY. 904 W. TABOR CITY, NC 28463 COLUMBUS COUNTY
PIEDMONT CORR. INST. 3500 1245 CAMP ROAD SALISBURY, NC 28147 ROWAN COUNTY	WARREN CORR. INST. 4290 PO BOX 728 NORLINA, NC 27563 379 COLLINS ROAD MANSON, NC 27553 WARREN COUNTY
RICHMOND CORR. INST. 3930 1573 MCDONALD CHURCH RD. PO BOX 169 HOFFMAN, NC 28347 RICHMOND COUNTY	WESTERN CORR. CTR. WMN 4635 55 LAKE EDEN RD. BLACK MTN., NC 28711 BUNCOMBE COUNTY

5.2 DEPARTMENT RESPONSIBILITIES

1. Department Dentists will provide to Vendor all materials needed for fabrication of dental restorations and appliances including dentist prescription and signature, other instructions, images, molds, wax bites, etc.
2. Non-digital, standard, conventional materials will be used for impressions.
3. The Department assumes costs of shipping from the Dental Clinics to the Vendor Lab. The Vendor may provide prepaid shipping labels and invoice the Department for subsequent shipping costs.

5.3 DEVIATIONS

The nature of all deviations from the Specifications listed herein shall be clearly described by the Vendor. Otherwise, it will be considered that items offered by the Vendor are in strict compliance with the Specifications provided herein, and the successful Vendor shall be required to supply conforming goods and/or services. Deviations shall be explained in detail on an attached sheet. However, no implication is made or intended by the State that any deviation will be acceptable. Do not list objections to the North Carolina General Terms and Conditions in this section.

6.0 CONTRACT ADMINISTRATION

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

6.1 CONTRACT MANAGER AND CUSTOMER SERVICE

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

Vendor Contract Manager Contact Information	
Name:	
Office Phone #:	
Mobile Phone #:	
Email:	

Crystal Carlson, Procurement Specialist, NC Department of Adult Correction, Purchasing, 5227 Mail Service Center, Raleigh, NC 27699-5227, (919) 324-6475, crystal.carlson@dac.nc.gov, is designated as the Contract Administrator for the Department for matters concerning the Contract.

James H. Clare, DDS MPH, Dental Director, NC Department of Adult Correction, Division of Comprehensive Health Services, 4278 Mail Service Center, Raleigh, NC 27699-4278, (984) 255-6056, james.clare@dac.nc.gov is designated as the Contract Manager for the Department for all matters concerning the performance of the Contract.

6.2 POST AWARD PROJECT REVIEW MEETINGS

The Vendor, at the request of the State, shall be required to meet periodically, if requested, with the State for Project Review meetings. The purpose of these meetings will be to review project progress reports, discuss Vendor and State performance, address outstanding issues, review problem resolution, provide direction, evaluate continuous improvement and cost saving ideas, and discuss any other pertinent topics.

6.3 CONTINUOUS IMPROVEMENT

The State encourages the Vendor to identify opportunities to reduce the total cost the State. A continuous improvement effort consists of various ways to enhance business efficiencies as performance progresses.

6.4 TRANSITION ASSISTANCE

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

6.5 DISPUTE RESOLUTION

During the performance of the Contract, the parties agree that it is in their mutual interest to resolve disputes informally. Any claims by the Vendor shall be submitted in writing to the State's Contract Manager for resolution. Any claims by the State shall be submitted in writing to the Vendor's Project Manager for resolution. The Parties shall agree to negotiate in good faith and use all reasonable efforts to resolve such dispute(s).

During the time the Parties are attempting to resolve any dispute, each shall proceed diligently to perform their respective duties and responsibilities under this Contract. The Parties will agree on a reasonable amount of time to resolve a dispute. If a dispute cannot be resolved between the Parties within the agreed upon period, either Party may elect to exercise any other remedies available under the Contract, or at law. This provision, when agreed in the Contract, shall not constitute an agreement by either party to mediate or arbitrate any dispute.

6.6 CONTRACT CHANGES

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

6.7 DAC ADDITIONAL TERMS

1. ALCOHOL/DRUG FREE WORKPLACE POLICY: A copy of the Department's Alcohol/Drug Free Workplace Policy is attached 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.

2. PREA: The NC Department of Adult Correction is committed to a standard of zero-tolerance pertaining to unduly familiar or sexually abusive behavior either by another juvenile or by staff, volunteer, vendor, contractor or party. Staff, volunteers, vendors, contractors or parties are strictly prohibited from engaging in personal dealings or any conduct of a sexual nature with any inmate or juvenile. Conversation and conduct with any inmate or juvenile must be professional at all times. Sexual acts between a juvenile or inmate and staff, volunteer, vendor, contractor or party may violate North Carolina law. Additionally, sexual acts between a juvenile or inmate and staff member will contradict the standards of the federal Prison Rape Elimination Act of 2003 (PREA). Such acts also may be punishable, at a minimum, as a Class E felony in North Carolina. Under North Carolina, consent of the inmate or juvenile may not be available as a defense for an individual who is charged criminally based on sexual conduct with the inmate or juvenile. Also, pursuant to PREA standards, no juvenile or inmate can consent to engage in sexual activity with staff, volunteers, vendors, contractors or parties. Any contractual facility will comply with the national standards to prevent, detect, and respond to PREA (115.12, 212, 312) and permit the Department to monitor this aspect of the contract to ensure compliance with the PREA standards.

As a valued partner with DAC, it is important to remember that if you become aware of a report of any incidents of unduly familiar or sexually abusive behavior or sexual harassment, you have a duty to report this information immediately to your contact person with the Agency, by email to SVC_dac.prea@dac.nc.gov or the DAC Communications office at (919) 825-2754.

Additionally, it may violate North Carolina law to sell or give an inmate or juvenile any alcoholic beverages, barbiturate or stimulant drug, or any narcotic, poison or poisonous substance, except upon the prescription of a physician; and it may violate North Carolina law to give an inmate or juvenile any tobacco or tobacco products, alcohol, or cell phones. It may also violate NCDAC policy to convey to or take from any juvenile or inmate any letters, or verbal messages; to convey any weapon or instrument by which to affect an escape, or that will aid in an assault or insurrection; to trade with any inmate for clothing or stolen goods or to sell any inmate any article forbidden by NCDAC policy.

By signing this document, you acknowledge that you understand and will abide by this policy as outlined above.

3. CONFIDENTIALITY: The Parties are bound by state and federal law as it pertains to medical, mental health, and/or substance abuse treatment records, including but not limited to HIPAA, Public Law 104-191, and under the Patient Safety and Quality Improvement Act of 2005 (PSQIA) (amending the Public Health Service Act (42 U.S.C. 299 et. seq. P.L.109-41) by inserting sections 921 through 926, 42 U.S.C. 299b-21 through 299b- 26; and Title 42, Part 2 of the United States Code of Federal Regulations, N.C. Gen. Stat. § § 148-74 & 76 as further described in the Non-Disclosure Agreement to be executed between the Parties upon award of the contract.

6.8 ATTACHMENTS

All attachments to this RFP are found within the Ariba Sourcing Tool with this solicitation, and are incorporated herein, and shall be submitted by responding in the appropriate field in Sourcing Tool.

List of Attachments found within the Ariba Sourcing Tool:

ATTACHMENT A: PRICING FORM

ATTACHMENT B: NORTH CAROLINA INSTRUCTIONS TO VENDORS

ATTACHMENT C: NORTH CAROLINA GENERAL TERMS AND CONDITIONS

ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION

ATTACHMENT E: CUSTOMER REFERENCE FORM

ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR

ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION

ATTACHMENT H: ALCOHOL/DRUG-FREE WORKPLACE POLICY

ATTACHMENT I: NON-DISCLOSURE AGREEMENT